

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 198-16-17 authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Armory property, located at 516 Broughton Drive.

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

REPORT DATE: February 23, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

In October 2014, the Purchasing Agent released a request for proposals (RFP) for the adaptive re-use or redevelopment of the Armory property. The RFP was provided to over 1,000 developers through city and Sheboygan County Economic Development Corporation contacts and was advertised locally and regionally. City officials conducted multiple tours of the facility for interested parties. This RFP process only generated one submittal, from the Sailing Education Association of Sheboygan (SEAS). Issues outside of the city's control forced SEAS to withdraw their proposal for the property.

An effort in June 2015 to designate the Sheboygan Armory as a historical structure as submitted by the Sheboygan Armory Foundation was denied by the Common Council.

In early 2016, the city was approached by members of the Lakefront Jewel Group about plans to attract the Milwaukee Bucks D-League Team. Construction estimates generated as part of the development of a proposal to the Milwaukee Bucks indicated project costs to install a new roof, update windows and doors, insulation, new HVAC and air conditioning units, ADA accessibility improvements, new gym floors and additional seating options totaled approximately \$5M to \$7M and another \$4-5M to construct additions to meet the use requirements. Unfortunately, the Lakefront Jewel Group's proposal to re-purpose the Armory into a sports arena for the Milwaukee Bucks' D-League team was recently rejected.

Many Sheboyganites have great memories of this facility and feel the need to preserve it. But in the past three years, only one interested party that has come forward with a business plan to renovate and preserve the Armory, and that has been the Lakefront Jewel Group. The Lakefront Jewel Group worked aggressively in securing donations from local corporations, but was unable to raise the entire amount needed to renovate the Armory.

Today, the facility is at a point where a decision needs to be made about its future. Since the Common Council decided in 2014 to turn the heat off, the facility has seen significant interior deterioration due to the lack of heat and water. Below are pictures of the interior taken on February 23, 2017:



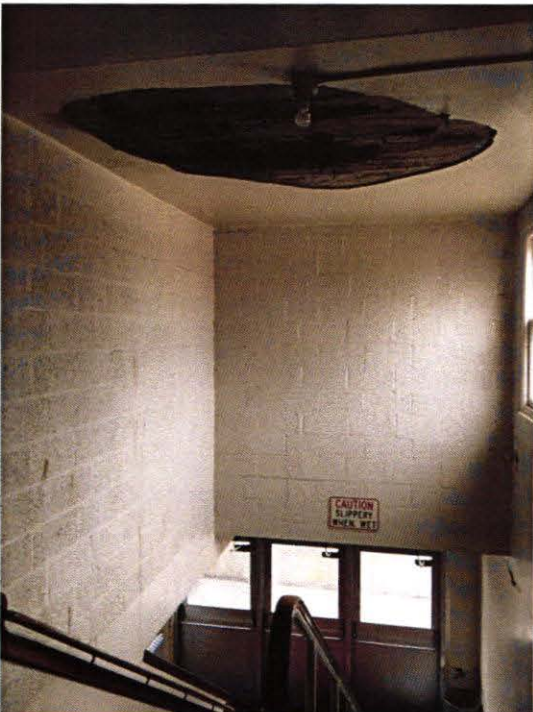
New damage from Winter 2016-2017



Roof leaking- 2017



Roof leaking damage on gym floor



Continued ceiling damage

STAFF COMMENTS:

City staff is recommending demolition due to the lack of solid business plans being submitted to renovate and operate the current facility. Over the past three years, no interested parties have taken the opportunity to come forward and submit the necessary documents to preserve the facility. The condition of the facility is now extremely poor and blighted. Thus, the staff's recommendation is to borrow funds from the Capital Project Funds to authorize the Purchasing Agent to proceed with obtaining bids for the remediation of lead-based paint and asbestos, and then obtain demolition bids to remove the facility. As part of the demolition process, city staff and the chosen contractor will work with the Sheboygan Historical Museum to provide them with previously requested iconic items within the floor and walls of the armory.

Once demolition is complete, city staff will work on a request for proposals for the redevelopment of the property. Given the location of the property, a number of proposed uses could be considered for the site. The RFP may include scoring factors, including the total value of the project, the amount of property taxes generated, the purchase price of the property, the proposed use, the construction timeline, and other items to be identified. The Common Council would approve any recommended development concept.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Resolution 198-16-17 to authorize the Purchasing Agent to proceed with demolition and redevelopment of the Sheboygan Armory located at 516 Broughton Drive.

ATTACHMENTS:

- I. Resolution 198-16-17

III

4.5

Res. No. 198- 16 - 17. By Alderperson Donohue. February 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Armory property, located at 516 Broughton Drive.

WHEREAS: The City of Sheboygan has been notified that the Lakefront Jewel Group's proposal to re-purpose the Armory into a sports arena for the Milwaukee Bucks' D-League team has not been accepted;

WHEREAS: Prior attempts to re-purpose/redevelopment the Armory did not move forward based on the lack of solid business plans;

WHEREAS: The current state of the Armory is extremely poor and considered blighted;

WHEREAS: City officials estimate the cost of demolition to be approximately \$500,000;

WHEREAS: Funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund;

WHEREAS: Numerous developers have expressed interest in redeveloping the site.

NOW, THEREFORE BE RESOLVED: That the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the Armory and subsequently issue a request for proposals to interested parties to re-purpose the property into a higher and better use, consistent with the City's Harbor Centre Master Plan.

Finance

[Handwritten Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL: Resolution 206-16-17 authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park.

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

REPORT DATE: February 23, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Comprehensive Outdoor Recreation Plan updated in 2016, identified the need to install ADA accessible kayak launches along the Sheboygan River and in Kiwanis Park. In November, 2016, city staff applied to the Wisconsin Coastal Management for matching funds of \$28,000 for this project. Recently, the Sheboygan County Planning and Conservation Department released a Request for Proposals for interested parties to submit for their Stewardship Program. The proposed project is a grant eligible activity. Therefore, city staff is recommending the city proceed with applying to this program to fund the remaining \$28,000 to fully finance this project.

STAFF COMMENTS:

The project consists of street and pathway improvements at Kiwanis Park to create designated ADA accessible vehicle and trailer parking and a new floating ADA accessible dock system to allow access to kayaks and canoes. If funded by the State and local agencies, the project may move forward in Fall 2017 or for sure the Spring of 2018.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution 206-16-17 authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park.

ATTACHMENTS:

- I. Resolution 206-16-17 (Direct Referral)

III

DIRECT REFERRAL

Res. No. 206 16 - 17. By Alderperson Wolf. February 27, 2017.

A RESOLUTION authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of completing this design and construction project;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan has applied to the Wisconsin Coastal Management Program for matching funds to this grant request sufficient to complete the project, and hereby authorizes the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Sheboygan County Stewardship Program for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with program requirements, may perform force account work; will maintain the completed project in an attractive, inviting and safe manner.

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

GRANT INFORMATION FORM

Department City Development DATE Feb. 22, 2017

Grantor Agency Sheboygan County

Federal State Other Local

Grant Name Stewardship Program

Grant Number N/A Grant Amount \$ 28,436 Matching Funds \$ 28,436

Program & Number 2017 Applic Federal CFDA # N/A

Matching Funds available in account number WI Coastal Management Program

Purpose of the Grant

Purchase & installation of a ADA Launch ramp at Kiwanis Park & related improvements to make entire ~~to~~ area around launch ramp ADA accessible.

Person preparing grant proposal Chad Peliskuh (Signature)

Department Head approving grant proposal Chad Peliskuh (Signature)

Council Document Number approving grant submission _____ Please Attach

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL - Resolution approving the terms and conditions of the development agreement between The Founders Club, LLC and the City of Sheboygan.

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

REPORT DATE: February 22, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Founders Club, LLC has completed Phase 1 renovation on the former Sheboygan Senior Community Building at 903 N. 6th Street. Phase 2 renovation has not started yet due to financing concerns. The project location is included in Tax Incremental District 13, however, the project plan for this district does not allow for development incentives to be paid out for other projects other than a Senior Housing Project (The Landmark Square Apartments). Therefore, in order for any expenditure to be covered by TID 13, the Common Council would need to pass a resolution approving the proposed project as well as the Joint Review Board. The TID amendment project will be commencing on Tuesday, February 28, 2017 as the Plan Commission calls for a public hearing on the proposed amendment.

The Development Agreement being considered includes providing a bridge loan of \$780,000 to the developer in order for construction to begin prior to Common Council and Joint Review Board approval. Under the terms of the tentative agreement, \$390,000 of the \$780,000 would come from the Capital Projects Fund and be paid back at 3.01 percent for 10 years, with a second mortgage on the real estate and personal guarantees. The remaining \$390,000 would be forgiven provided the Common Council and Joint Review Board approve the amendment resolution and would be paid back from new increment created above \$2,600,000 the proposed cost of Phase 2.

STAFF COMMENTS:

City staff has verified the timing of issuing of the funds with both the Wisconsin Department of Revenue and TIF advisors from Ehlers Associates. Per State Statute, the expenditure period begins when the Common Council approves a creation and/or amendment resolution.

Option 1: Therefore, if the Finance Committee agrees to provide a \$780,000 note with \$390,000 from the Capital Project Funds and annual payments to the city at an interest rate of 3.01 percent and \$390,000 forgivable note at a time prior to adoption of the resolution, no part of the amount can be recovered through the tax increment generated by the project.

Option 2: If the Finance Committee agrees to provide a \$390,000 note from the Capital Projects Fund up front and the additional \$390,000 as forgivable after the adoption of the resolution, only the forgivable portion of note (\$390,000) can be recovered with tax increment.

ACTION REQUESTED:

Motion to recommend the Common Council approve either Option 1 or Option 2 as listed above and authorizes city staff to amend the development agreement to reflect the approved motion and submit an amended development agreement to the Common Council for the March 6, 2017 meeting.

ATTACHMENTS:

- I. Resolution 207-16-17
- II. Development Agreement

III

DIRECT REFERRAL TO FINANCE

Res. No. 207- 16 - 17 . By Alderperson Wolf. February 27, 2017.

A RESOLUTION approving the terms and conditions of the Development Agreement between The Founders Club, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Development Agreement between The Founders Club, LLC and the City of Sheboygan, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

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

**DEVELOPMENT AGREEMENT
BETWEEN
THE FOUNDERS CLUB, LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and The Founders Club, LLC, a Wisconsin limited liability company, with its principal offices located at 2104 Union Avenue, Sheboygan, WI 53081 (hereinafter "Developer").

RECITALS

The City is in the process of amending Tax Incremental Financing District No. 13 ("TID 13"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by Section 66.1105(9)(a) of Wisconsin Statutes to pay the Project Costs from the special fund of TID 13 or from the proceeds of municipal obligations issued under Wisconsin Statutes.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 13.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the Downtown Sheboygan.

The City understands that in order for this project to advance to meet the needs of the prospective tenants, the City needs to provide a bridge loan to the Developer pending final approval by the Joint Review Board and Common Council with \$390,000 to be recovered through tax increment.

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

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID 13 and to facilitate the implementation of TID 13's Project Plan, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer has acquired real property within the boundaries of TID 13 and intends to develop the property by redeveloping the former Sheboygan Senior Community Nursing Home and Assisted Living Home into approximately 70 fully furnished dorm-style rooms in Phase 2 at an estimated cost of \$2,600,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project and, in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

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

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

"Construction Drawings" means the plans for the Phase 2 as approved by the City of Sheboygan Plan Commission on May 10, 2016.

"Developer" means The Founders Club, LLC and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Minimum Value" means the value of the real estate portion of the project related to Phase 2, which shall be \$2,600,000 and shall be maintained over the life of this Agreement.

"Phase 2" means the tax incremental value increase as of January 1, 2018.

"Project" means the development proposed by Developer herein for approximately 70 fully furnished dorm-style rooms in Phase 2 on Exhibit "B".

"Property" means the property located at 930 North 6th Street, Sheboygan, WI 53081.

"Tax Increment Revenue" means the tax increment (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Property.

"Term" means the term of this agreement, which begins with the execution of the agreement by the parties, and ends on the later of either the date all payments and obligations of the Developer are fully paid and completed or the termination date of TID 13.

"TID Project Plan" means the Project Plan for proposed Tax Incremental Financing District No. 13 of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the redevelopment of a former senior nursing facility into approximately 70 fully furnished dorm-style rooms as part of Phase 2 of the development described on Exhibit "A" (the "Legal Description of Property"). Construction plans approved the City of Sheboygan Plan Commission shall be attached hereto as Exhibit "B" (the "Construction Drawings").

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and currently existing domestic limited liability company organized under the laws of the State of Wisconsin.

(B) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer. No other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy,

insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin property tax laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under property tax laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence construction of the Project in 2017 and shall complete construction of the Project on or before December 31, 2017.

4.2 Compliance with Codes, Plans and Specifications, etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Taxes. Developer, as an inducement to the City to proceed with a Tax Incremental District and to provide grants as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully

subject to real estate and personal property taxes under state law during the Term of this agreement. During said Term, the Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

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

4.4 Note and Personal Guaranties. As set forth in 5.1, below, the City will be loaning the sum of seven hundred eighty thousand and 00/100 (\$780,000.00) dollars to the Developer. Said loan shall be evidenced by a Promissory Note ("Note") executed by the Developer. Additionally, the individuals holding an ownership interest in the Developer agree that they will jointly and severally personally guarantee absolutely and unconditionally prompt payment of the Note, agree to execute separate Personal Guaranties in a form acceptable to the City, and agree to pay all costs of collection, including reasonable attorneys' fees, incurred or paid by the holder of said note for the enforcement of said Personal Guaranties.

ARTICLE V. UNDERTAKINGS OF THE CITY

5.1 Development Incentives. After the minimum value of the Project has exceeded \$2,600,000, as calculated by the difference of real estate value from January 1, 2017 to January 1, 2018 by the City Assessor, the City agrees to provide the Developer a \$780,000 loan from the Capital Projects Fund at an interest rate of 3.01 percent for ten (10) years, with \$390,000 forgiven provided the Developer creates the minimum investment of \$2,600,000. The City shall hold a real estate mortgage in second position behind the lender to secure the Note. The equivalent of the 90 percent of the new increment created shall be used to pay down the \$390,000 provided the Wisconsin Department of Revenue approves the TID 13 project plan amendment. The Developer shall pay the City the remaining loan balance of \$390,000 at a rate of 3.01 percent amortized over ten (10) years. The City will disburse the loan proceeds within fifteen (15) days of the issuance of an occupancy permit for the final unit of Phase 2.

5.2 Minimum Value. It is understood that Minimum Value and dates are critical and directly tied to the development incentive package given to the Developer. It is also understood that the value represents the minimum agreed value for the Property. The actual value of the Property may be higher than the Minimum Value, depending

upon market forces and City assessments. Regardless, the actual value must be maintained at a level equal to or greater than the Minimum Value.

Developer, as an inducement to the City to provide development incentive payments as provided herein to Developer for development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law during the Term. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project during the Term.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time during the Term to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, School District, and any other property taxing jurisdiction in amounts and within the time periods that would otherwise be required as if property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property. The foregoing shall be deemed to be a covenant running with the land and the burden of making payments in lieu of taxes shall be borne by the owner of the Property at such time that the obligation to make such payment is triggered; any prior owner shall have no liability for such payments.

ARTICLE VI. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be complete on or before December 31, 2017. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

**ARTICLE VII.
TID CONTINGENCY**

Developer's and the City's obligations hereunder are contingent upon the City amending and obtaining Joint Review Board approval for TID 13 encompassing, at a minimum, the property, as contemplated herein, on or before May 15, 2017.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

**ARTICLE VIII.
INDEMNIFICATION OF THE CITY**

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

**ARTICLE IX.
DEFAULT/REMEDIES**

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45)

day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Developer shall pay a late payment charge to the City equal to five (5%) percent of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to the delinquent installment for purposes of this provision.

(C) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at

law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

City of Sheboygan, Wisconsin
828 Center Ave., Suite 304
Sheboygan, WI 53081

To the Developer:

The Founder's Club, LLC
2104 Union Avenue
Sheboygan, WI 53081

11.10 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

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

11.12 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.13 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.14 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. The City of Sheboygan shall record a certified copy of the approving Resolution and Development Agreement in the Office of the Register of Deeds for Sheboygan County, Wisconsin at the City's expense.

11.15 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consultant fees for amending the TID and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein.

List of Exhibits:

- "A" Legal Description of the Property
- "B" Construction Drawings

This document consists of twelve (12) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Susan Richards, City Clerk

THE FOUNDER'S CLUB, LLC

BY: _____
Its: Manager

ATTEST: _____
Its: _____

This document authorized by and in accordance with Res. No. ____-16-17.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

CONSTRUCTION DRAWINGS

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 195-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: February 23, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Res. 142-16-17 entered into an agreement with Advanced Disposal for tipping costs for contaminated fill from South Pier for the Portscape Apartment project. The resolution estimated 1,500 tons at a cost of \$33. Resolution 143-16-17 approved a transfer of \$75,000 for the disposal fees. The tonnage for disposal is higher than anticipated. The 2017 budget does not include funding for these services.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The request for transfer is from the TID 6 Debt Service Fund.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 195-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget.

ATTACHMENTS:

- I. Resolution 195-16-17
- II. Resolution 142-16-17
- III. Resolution 143-16-17

III

4.2

Res. No. 195 - 16 - 17. By Alderperson Wolf. February 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2017 Budget for the purposes of:

Establish appropriation for environmental remediation costs related to the Portscape Apartment project:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID Six Unreserved Fund Balance 304-253000	TID Six Environmental Remediation 41161100-611200	\$50,000

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

Res. No. 142-16 - 17. By Alderperson Wolf. December 5, 2016.

A RESOLUTION authorizing entering into an agreement with Advanced Disposal related to tipping costs for contaminated fill from the Portscape Apartment project.

WHEREAS: Advanced Disposal will use the estimated 1,500 tons of contaminated material as daily cover and has quoted the City a cost of \$33.00/ton to disposal of the material, and;

WHEREAS: City staff has obtained a second bid from Waste Management, the only other licensed landfill able to accept these materials and the bid was approximately \$60.00/ton

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Advanced Disposal at \$33.00/ton and draw orders on TID 6 funds in payment of same.

1 suspend

1 Res pass

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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.

Susan Richards
City Clerk

Res. No. 143 - 16 - 17. By Alderperson Wolf. December 5, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for environmental remediation costs related to the Portscape Apartment project:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID Six Unreserved Fund Balance 304-253000	TID Six Environmental Remediation 41161100-611200	\$75,000

Handwritten notes:
This is a copy of the original
resolution
to be used for
the press

[Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the
Common Council of the City of Sheboygan, Wisconsin, on the 5th day of
December, 2016.

Dated December 7 2016. Susan Richards, City Clerk

Approved December 7 2016. Richard Christensen, Mayor

Proceedings Published December 10, 2016.

Resolutions Published December 10, 2016.

Certified December 8, 2016 to - Fin. Dir./Treas.; CA; City Dev.; Eng.; DPW

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution 204-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: February 23, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The 2017 Capital Improvement Program included funding for Fire Station 2 architectural and engineering services associated with the reconstruction of the roof structure. The Fire Department would like to proceed with contract prior to borrowing of the 2017 debt issue for the Capital Improvement Program. The transferred funds will be returned at the time of the 2017 debt issuance.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The request for transfer is from the Capital Project Fund.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 204-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget.

ATTACHMENTS:

- I. Resolution 204-16-17

III

Other Matters

7.1

Res. No. 204 - 16 - 17. By Alderperson Wolf. February 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish estimated revenue and appropriation for contracted services for Fire Station 2 architectural and engineering services associated with the reconstruction of the roof structure:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Capital Improvement Fund Advance from Capital Project Fund 476-236400	\$35,200

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 209-15-16 is a notice of claim from Optum in regards to injuries to their insured Douglas Leppanen.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This notice of claim was received on November 3, 2015.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 209-15-16
- II. R. C. No. 349-15-16

II

4.3

R. O. No. 209-15-16. By CITY CLERK. November 16, 2015.

Submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss).

Inance

City Clerk

VI

7.18

R. C. No. 349 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 209-15-16 by the City Clerk submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss); recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Julie Kath


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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 155-16-17 is a claim from Wilson Mutual Insurance Company on behalf of their insured L.C.N.R., LLC.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on November 4, 2016. The claim is for \$9,985.61 in alleged damages to the L.C.N.R., LLC property due to sewer backup.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 155-16-17

II

(Other) Matters

9.6

R. O. No. 155 - 16 - 17. By CITY CLERK. November 7, 2016.

Submitting a claim from Wilson Mutual Insurance Company on behalf of their insured L.C.N.R., LLC for alleged damages to their property due to sewer backup.

Trace

City Clerk

Claim # 15-16

Wilson Mutual
INSURANCE COMPANY

P.O. Box 908, Sheboygan, Wisconsin 53082-0908

Phone: 920-458-3359 Fax: 866-688-7212

November 1, 2016

NOV 4 16 PM 12:57



LAURIE SUHRKE
CITY OF SHEBOYGAN CITY HALL
828 CENTER AVE 2ND FLOOR
SHEBOUGAN WI 53081

Our file no.	:	5639877
Our insured	:	L.C.N.R. LLC
Date of loss	:	05/06/2016
Amount paid by MMIC	:	\$ 9,485.61
Our insured's deductible	:	\$500.00
Total amount due	:	\$ 9,985.61

On the above-referenced date our insured incurred a loss. Our investigation determined you are responsible for this loss. We have paid for our insured's damage and request reimbursement from you for the total amount due \$ 9,985.61.

- If you are insured, please refer this matter to your insurance company immediately.
- If you are not insured, CALL US IMMEDIATELY to pay all damages now. Visa and MasterCard Cards are accepted.
- If you are not insured, and you wish to set up a payment plan, CALL US IMMEDIATELY or complete the enclosed form and return in self-addressed envelope.

Please be sure to reference the Claim Number, 5639877, on all correspondence to ensure proper routing.

Wilson Mutual Insurance Company

TERRY HELMAN
RECOVERY SPECIALIST
(614) 225-8547 OR (800) 200-2550 EXT 5
FAX: (866) 688-7212
WILSONCLAIMS@WILSONMUTUAL.COM

Enclosure

The Motorists Insurance Group

Motorists Mutual Insurance Company
Motorists Life Insurance Company
MICO Insurance Company

Motorists Commercial Mutual Insurance Company
MCM Insurance Agency, Inc.

Wilson Mutual Insurance Company
Broad Street Brokerage, LLC

Iowa Mutual Insurance Company
Iowa American Insurance Company
Plymouth Mutual Fire Insurance Company

Claim Number 5639877

Please complete and return this form –Thank you

Did you have insurance on the date of the loss? Yes _____ No _____

Your Insurance Company Name and Phone # _____

Your Insurance Company Address _____

Policy Number _____

Claim Number _____

Your Agent's Name and phone # _____

Your Agent's Address _____

I wish to make a payment plan for the total amount owed? Yes _____ No _____

Minimum 10% of amount due required as down payment _____

What day of the month do you want the payments to come due? _____

What amount will you pay each month? \$ _____

Your Full Name _____

Your Present Address _____

Home Phone Number _____

Cell Phone Number _____

Work Phone Number _____

Employer Name and Address _____

Date of Birth _____

Drivers License Number _____

Social Security Number _____



Claim No.: 5639877
Check No.: 0000218784 **Date Issued:** 08/23/2016
Check Amount: \$668.33
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUILDING

DIFFERENCE BETWEEN THE FIRST PAYMENT

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

Check No. 0000218784
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

***\$668.33**

Pay ■ SIX HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-THREE CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$668.33

NON-NEGOTIABLE

C0000218784C B075906346B

818453C

Hi Yan.

Regards to: Claim no. 5639877

Here are the bills for the City of Sheboygan nearly two foot sewer back up and gray paint residue that was in the sewer water that back up into the building at 2214 Superior Ave. Sheboygan.

Included are the bills from:

Sixel & Schwinn	\$353.33
Glenns plumbing	\$315.00
Professional Services	\$3643.50
LCNR LLC	\$1638.00
Receipts for the water heaters and parts to install water heaters.	\$1578.77
Sump pump.	\$135.45
Washer and dryer and parts.	\$1671.54
Estimate Cost for two chairs, vacuum cleaner with tax.	\$46.18
Estimate Cost for vacuum cleaner with tax.	\$134.40
Estimate cost for electric stove with tax.	\$471.45

Any questions feel free to call me 920-627-8002.

Larry Strassburg

SIXEL & SCHWINN, INC.

N7677 RANGELINE ROAD
SHEBOYGAN, WI 53083
Phone #: (920) 565-2131
Fax #: (920) 565-4413

Invoice

Customer No.: STRASSBURG L
Invoice No.: 38641

Bill To: LARRY STRASSBURG
W5041 COUNTY F
WALDO, WI 53093

Electrical, Water Systems
Plumbing, & Hydronic Heating

Date	Ship Via	P. O. Number	Terms
05/19/16			OVER 30 DAYS 1 1/2% PER MONTH

Quantity	Item Number	Description	Unit Price	Amount
		REPLACE CUSTOMER SUPPLIED WATER HEATERS IN BASEMENT AT 2214 SUPERIOR AVE, SHEB.: WATER HEATERS DAMAGED BY BASEMENT FLOODING FROM SEWAGE BACKUP.		
1		MISCELLANEOUS FITTINGS	21.50	21.50
2.250		5/9/16 - LABOR	70.00	157.50
1.250		5/10/16 - LABOR	70.00	87.50
		CHECK OUT ELECTRICAL PANELS FOR DAMAGE FROM SEWAGE BACKUP:		
1.000		5/10/16 - LABOR	70.00	70.00
		Invoice subtotal		336.50
		Sales tax @ 5.00000%		16.83
		Invoice total		353.33

5-6-16

GLENN POWERS
2023 N. 9th Street
Sheboygan, WI 53081
(920) 457-5394

GLENN'S DRAIN AND SEWER CLEANING SERVICE

Name: Wally Strimling LCOR LLC
Address: 10 5th Ave F White 53093
Phone: 627-8008
Rental: 2214 Superior
Kitchen: _____
Bathroom: _____
Basement: above sewer line stop water
Parts: _____
Service Call: _____ 300
Tax: _____ 1500
Total: _____ 9135⁰⁰

Payment in full upon completion.

Thank You

PROFESSIONAL SERVICES

1034 ST CLAIR AVE
SHEBOYGAN, WI 53081
920-980-5564

INVOICE

Bill To: LARRY STRASSBURG
W5041 COUNTY F
WALDO, WI 53093

DATE: JUNE 21, 2016

CLEANING AND REPAIRS AT 2214 SUPERIOR AVE.	
MAIN AREA 25*28 AND STAIRS AND HALLWAY 6*9	
HEAVY CLEANING OF SEWAGE AND GRAY PAINT RESIDUE FROM FLOOR, STAIRWAY, HALLWAY, STUD WALLS IN STORAGE LOCKER AREAS AND THREE FEET UP ON PERIMETER WALLS.	\$550.00
APPLIED ANTIMICROBIAL AGENT ON THE ABOVE.	\$230.00
MOVE OUT AND RESET LARGE ROOM CONTENTS.	\$55.00
CLEANED HEAVY INTERIOR AND EXTERIOR 2 WASHERS, 2 DRYERS AND RANGE.	\$110.00
CLEANED PALLETS, STORM DOORS, STORM WINDOWS AND OTHER MISC. CONTENTS BELONGING TO THE APARTMENT BUILDING.	\$120.00
SET UP AIR MOVER AXIAL FANS AND REMOVAL.	\$235.00
REPLACED AND INSTALLED SIX INTERIOR DOORS, HINGES, LOCKS AND HUNG.	\$750.00
PREPARE PERIMETER 3 FOOT UP FOR PAINT, MASKED TAPE, PAINT WALLS WITH 2 COATS.	\$780.00
REPLACED 12' ELECTRIC BASE BOARD HEATER.	\$200.00
HAUL DEBRIS INCLUDING DUMP FEES.	\$110.00
PICKUP AND INSTALLED WASHER AND DRYER, CHANGE COIN FEED AMOUNT AND RUN APPLIANCE CYCLE.	\$330.00
INVOICE SUBTOTAL	\$3470.00
SALES TAX	<u>\$173.50</u>
INVOICE TOTAL	\$3643.50

THANK YOU

LCNR LLC
W5041 County Rd F
Waldo WI 53093

Bill to:
Name: Larry Strassburg
Address: 2214 Superior Ave. Sheboygan, WI 53081

<u>Charges: Material and Labor</u>	<u>Amount</u>
Initial cleaning and scrubbing of sewer backup with grey paint residue at 2214 Superior Ave.	\$864.00
5/9/19 Purchase and pick up of 2-50 gal water heaters	\$72.00
5/9/16 Assisted Sixel & Schwinn in the installation of two water heaters	\$81.00
5/9/16 Installed water pipe insulation tubing, programmed water heaters, cleaned up area and card board boxes, misc material.	\$216.00
5/10/16 19 Purchase and pick up of 40 gal water heater and sump pump.	\$72.00
5/10/16 Assisted Sixel & Schwinn in the installation of water heater.	\$45.00
5/10/16 Installed water pipe insulation tubing, cleaned up area of card board boxes and misc material, removed and installed sump pump.	\$216.00
Time inquiring for and purchase of new washer, dryer and stove.	\$72.00
Total Charges:	\$1638.00

Submitted by: LCNR LLC

Date: June 14, 2016

Use Your ~~Card~~ 2%
BIG CARD ~~REBATE~~
MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/07/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

3/4" FEMALE ADAPTER CXFP	
6871194 2 @2.48	4.96
3/4" COPPER COUPLING	
6871123 2 @0.40	0.80
50 GAL TALL ELECT 12 YR	
6838505	569.00

TOTAL	574.76
TAX STATE OF WI 5%	28.74
TOTAL SALE	603.50
Menard Contractor Card 1025	603.50
044247	
Swiped	
Job # or Name : 0	

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown herein and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 3405 05/09/16 11:56AM 3247

Use Your ~~Card~~ 2%
BIG CARD ~~REBATE~~
MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/07/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

3/4" COPPER COUPLING	
6871123 2 @0.40	0.80
3/4" FEMALE ADAPTER CXFP	
6871194 2 @2.48	4.96
50 GAL TALL ELECT 12 YR	
6838505	569.00

TOTAL	574.76
TAX STATE OF WI 5%	28.74
TOTAL SALE	603.50
Menard Contractor Card 1025	603.50
044209	
Swiped	
Job # or Name : 0	

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown herein and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 0404 05/09/16 11:55AM 3247

True Value

MEMBERSHIP IN THE TRUE VALUE
300 Michigan Ave.
Detroit, MI 48201
1-800-333-3333

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201
*** END ***

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201
MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201

returned 3
LA
510

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201



MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201

MEMBER NO. 123456
NAME: JOHN DOE
ADDRESS: 12345 MAIN ST
CITY: DETROIT MI 48201





MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT!
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below, allowable returns for items on this receipt will be in the form of an in-store credit voucher if the return is done after 06/16/19

If you have questions regarding the charges on your receipt, please email us at: SheBfrontend@menards.com



Sale Transaction

Last name: Strassburg, Larry
1/2 HP CAST IRON PDC PUM
68116/1 129.00
ORDER \$1144
48 GAL MED ELLURIC 6 HR-PICK
68359/4 224.00
END OF ORDER

TOTAL 453.95
TAX STATE OF WI 5% 22.70
TOTAL SALE 476.65
Menard Contractor Card 1025 476.65
017576
Swiped
Job # or name : superior

TOTAL NUMBER OF ITEMS = 2

BEST COPY

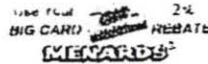
The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR UNEXPIRED SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS

New Hiring
Apply Within

THANK YOU, YOUR CASHIER, Beth J

68994 02 1286 05/11/19 07:15PM 3247



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT!
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below, allowable returns for items on this receipt will be in the form of an in-store credit voucher if the return is done after 06/07/19

If you have questions regarding the charges on your receipt, please email us at: SheBfrontend@menards.com



Sale Transaction

68-3/4" 1/2" T&P DISHWASH
68317/6 2 26.97 12.54
3/4" BODIED STREET ELBOW
68713/6 3 41.57 4.71

TOTAL 18.65
TAX STATE OF WI 5% 0.93
TOTAL SALE 19.58
CASH 100.00
CHANGE 80.42-

TOTAL NUMBER OF ITEMS = 5

New Hiring
Apply Within

THANK YOU, YOUR CASHIER, Beth J

68193 05 2727 05/09/19 07:15PM 3247

Use Your  2%
BIG CARD REBATE

MENARDS

MENARDS SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Items noted below allowable returns for
items on this receipt will be in the form
of an in-store credit voucher if the
return is done after 08/05/16

If you have questions regarding the
charges on your receipt, please
email us at:
SHEBfronter@mehards.com



Sale Transaction

Guest name: L.C.N.R. LLC
ALUMINUM D2D CONNECT, R1
6399370 15.99
2" - 4" METAL CLAMP
6399389 2 @ 1.39 2.78
3" SWA 3-WIRE DRIVER CORD
3702536 10.99
5" HE DASH MACHINE SUPPL
6734604 24.98
MENARD REBATE NO: 6130266990 141.17
Remaining Balance: \$0.00
SPECIAL ORDER 30141706
WASHER 2.5CF COIN OP WH-PICK# SEQ# 1 NA
4514377 754.10
DRIVER ELECT COIN OP WH-PICK# SEQ# 2 NA
4514387 773.10
DELIVERY 0.00
LSC OF ORDER

TOTAL 1450.77
TAX STATE OF WI 5% 72.54
TOTAL SALE 1523.31
Menard Contractor Card In:5 1523.31
090650
Swided
Job # or Name : superior

TOTAL SAVINGS 170.80
TOTAL NUMBER OF ITEMS = 9

See menards.com for return policy details

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, HOLLEY

81365 03 8220 08/08/16 11:09PM 3247

Estimate From
MENARDS®

Estimate # 98994
 Page 1 of 1

ESTIMATE FOR:
J.C.N.R. LLC 59741 County Road F Waikou, WI 53091-1614 PA: (920) 427-8037 PROFICI DESCRIPTION: Supplier

STORE # 3247 SHEB PHONE: (920) 565-3334
 4825 Vanguard Drive FAX: (920) 565-2596
 Sheboygan, WI 53083

ESTIMATE BY ESTIMATE DATE
ANTHONY E. 07/27/16

SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
455-1095	RANGE ELECTRIC COIL KIT WFC11C90W FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONSUMERS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1	EACH
474-7023	WINDTUNNEL AIR STERILIZER UH7249C	1	EACH
450-3648	PADDED FAB FOLD CHAIR BLK811	2	EACH

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

TODAY'S SUB-TOTAL: 620.90

tax 21.00
641.90

GUEST COPY
 PAGE 1 OF 1



Claim No.: 5639877
Check No.: 0000217684 **Date Issued:** 08/05/2016
Check Amount: \$135.45
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

SUMP PUMP

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
 Oostburg, Wisconsin

Check No. 0000217684
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$135.45**

Pay ■ ONE HUNDRED THIRTY-FIVE DOLLARS AND FORTY-FIVE CENTS *****

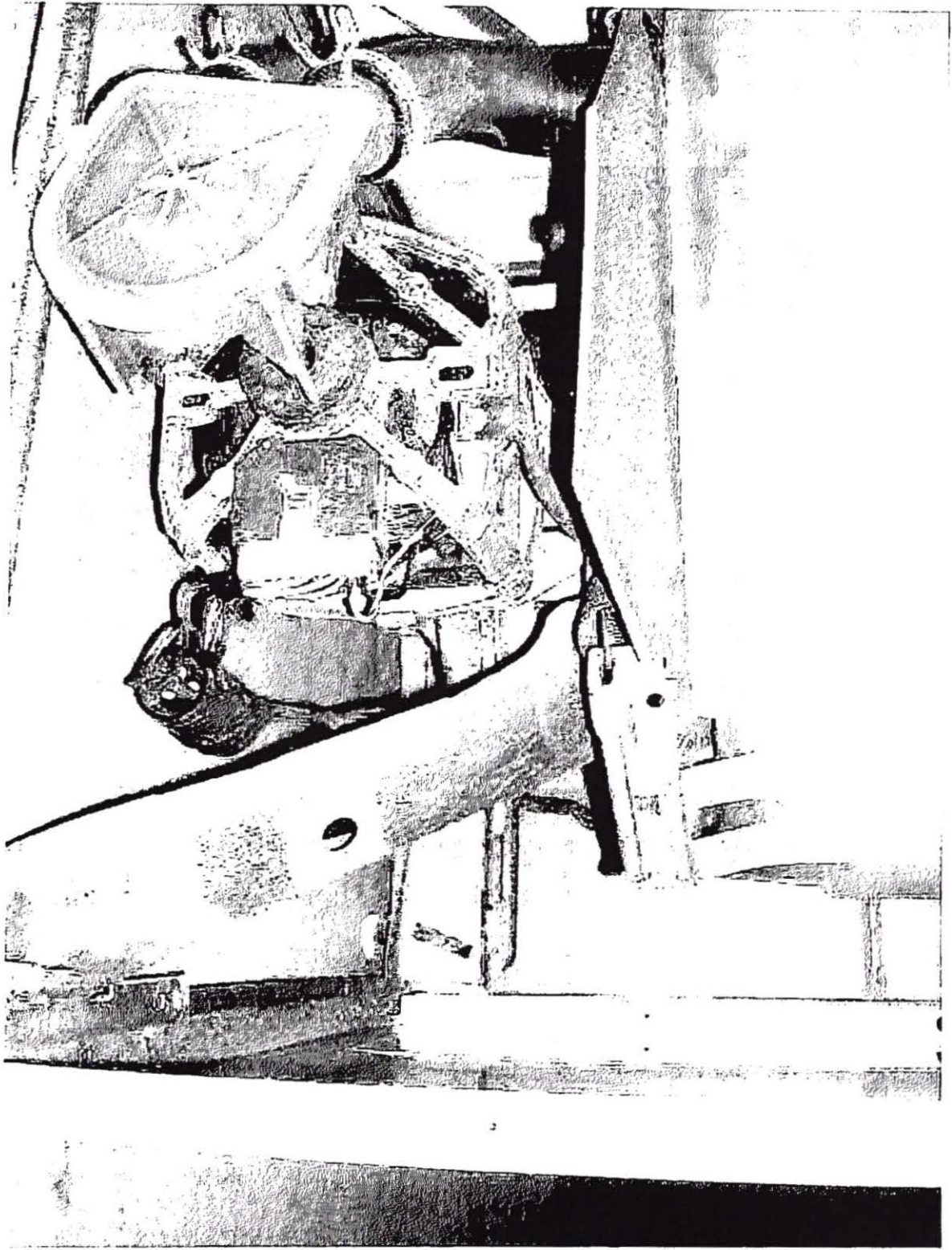
To The Order Of **L.C.N.R. LLC**

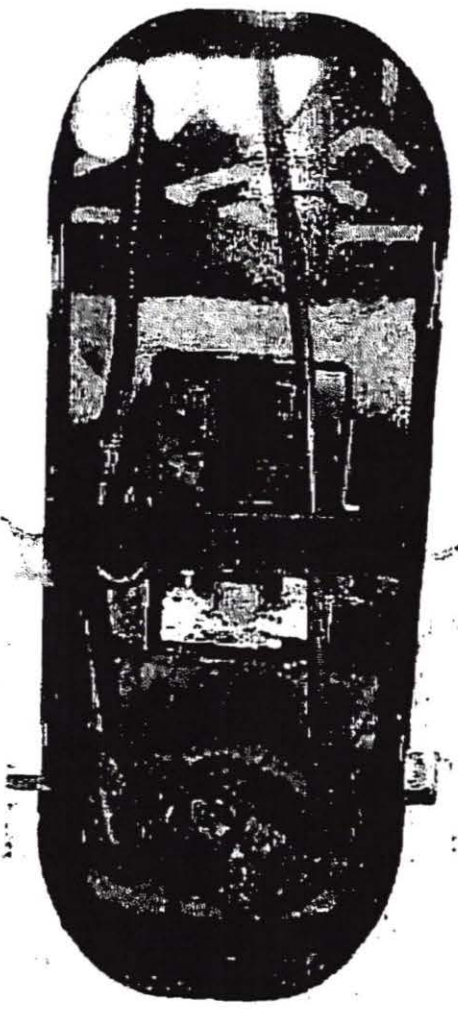
MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$135.45

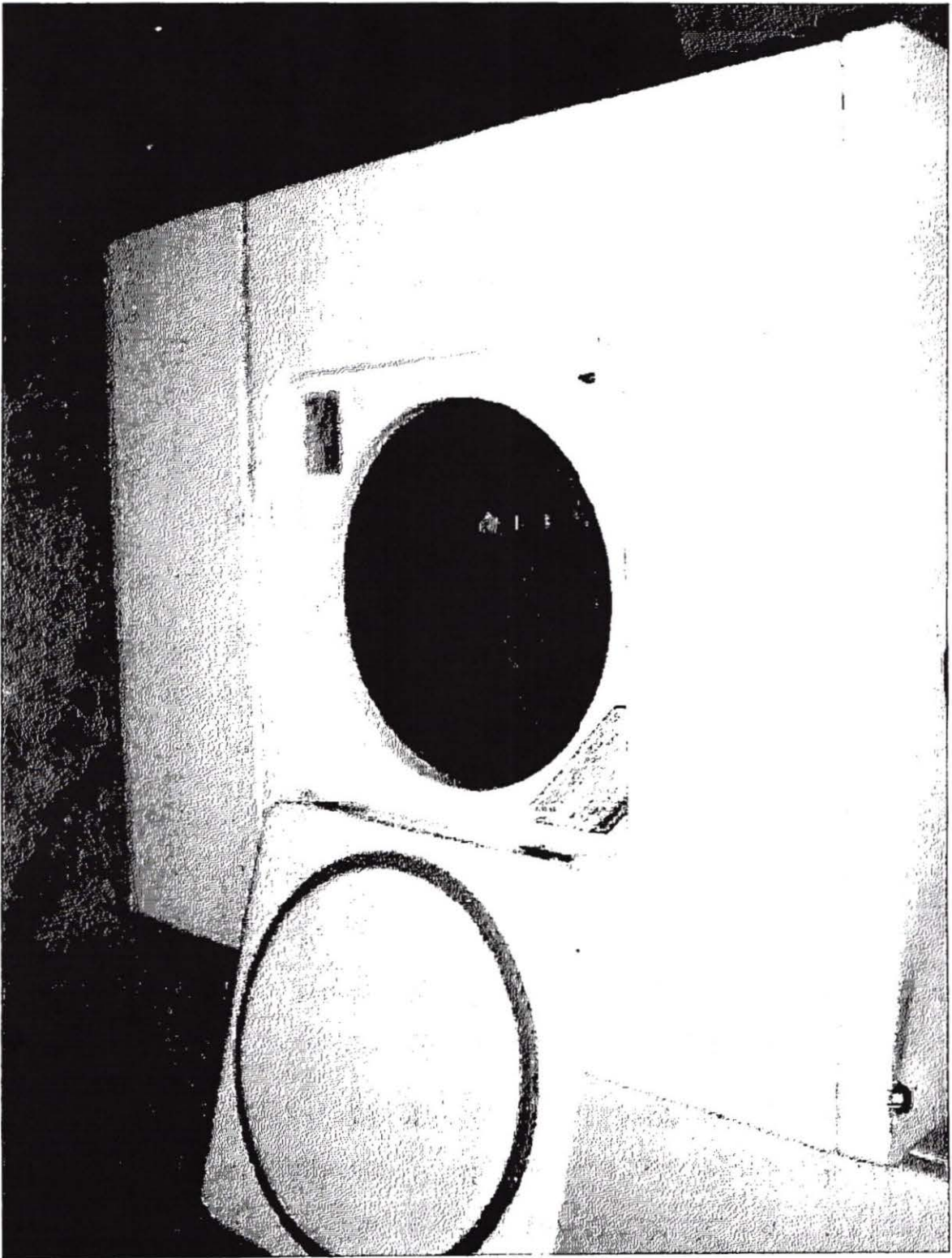
NON-NEGOTIABLE

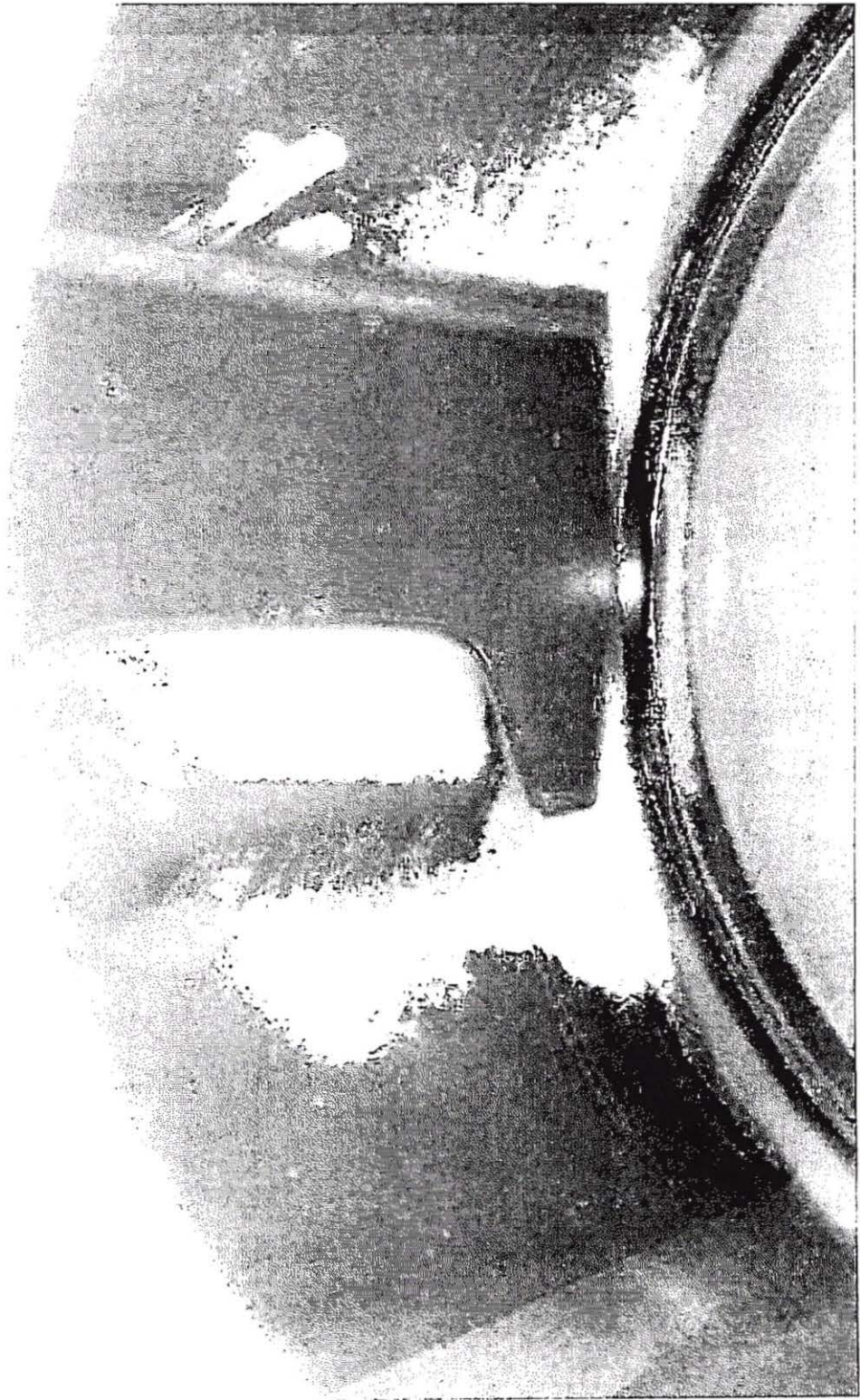
C0000217684C B075906346B

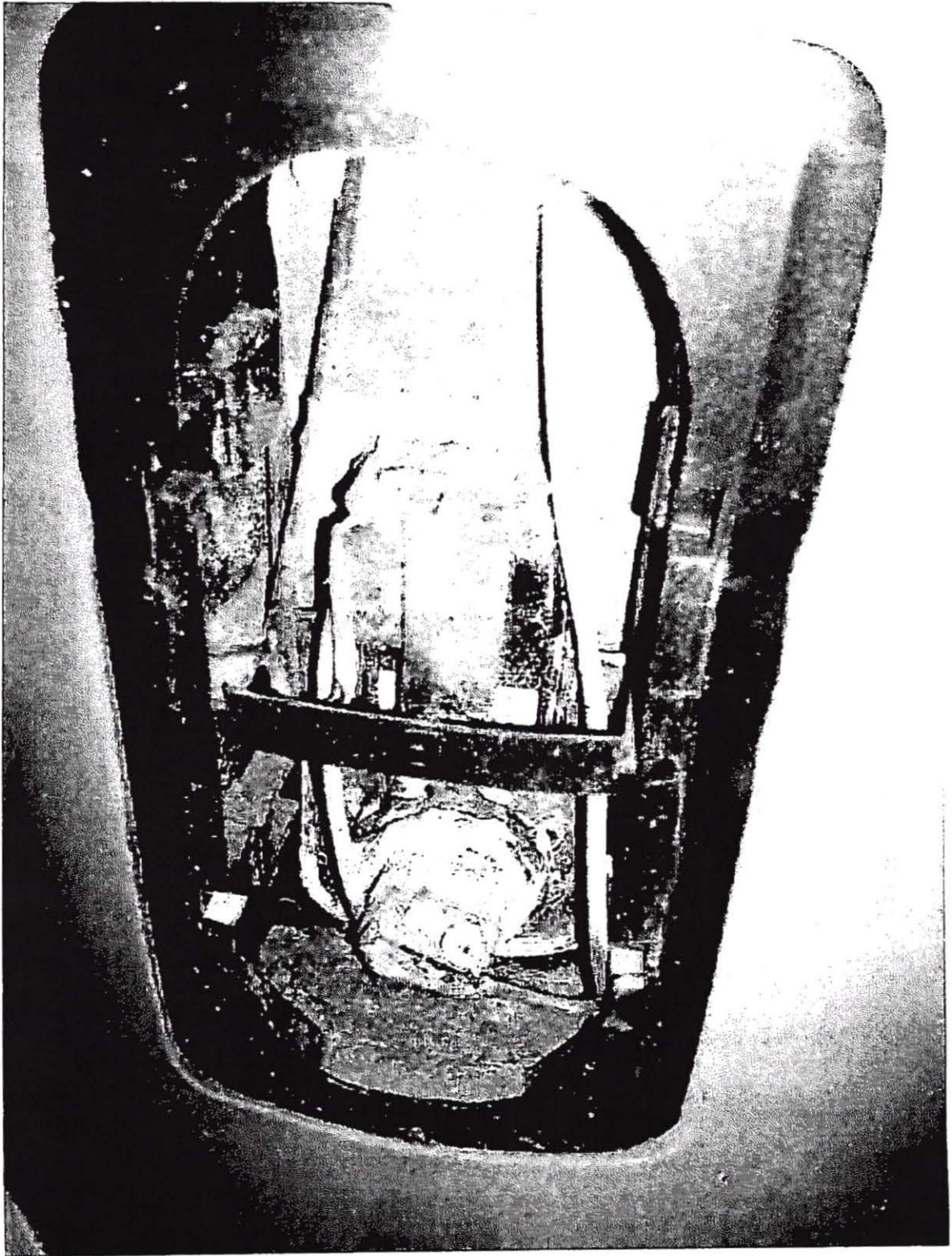
818453C

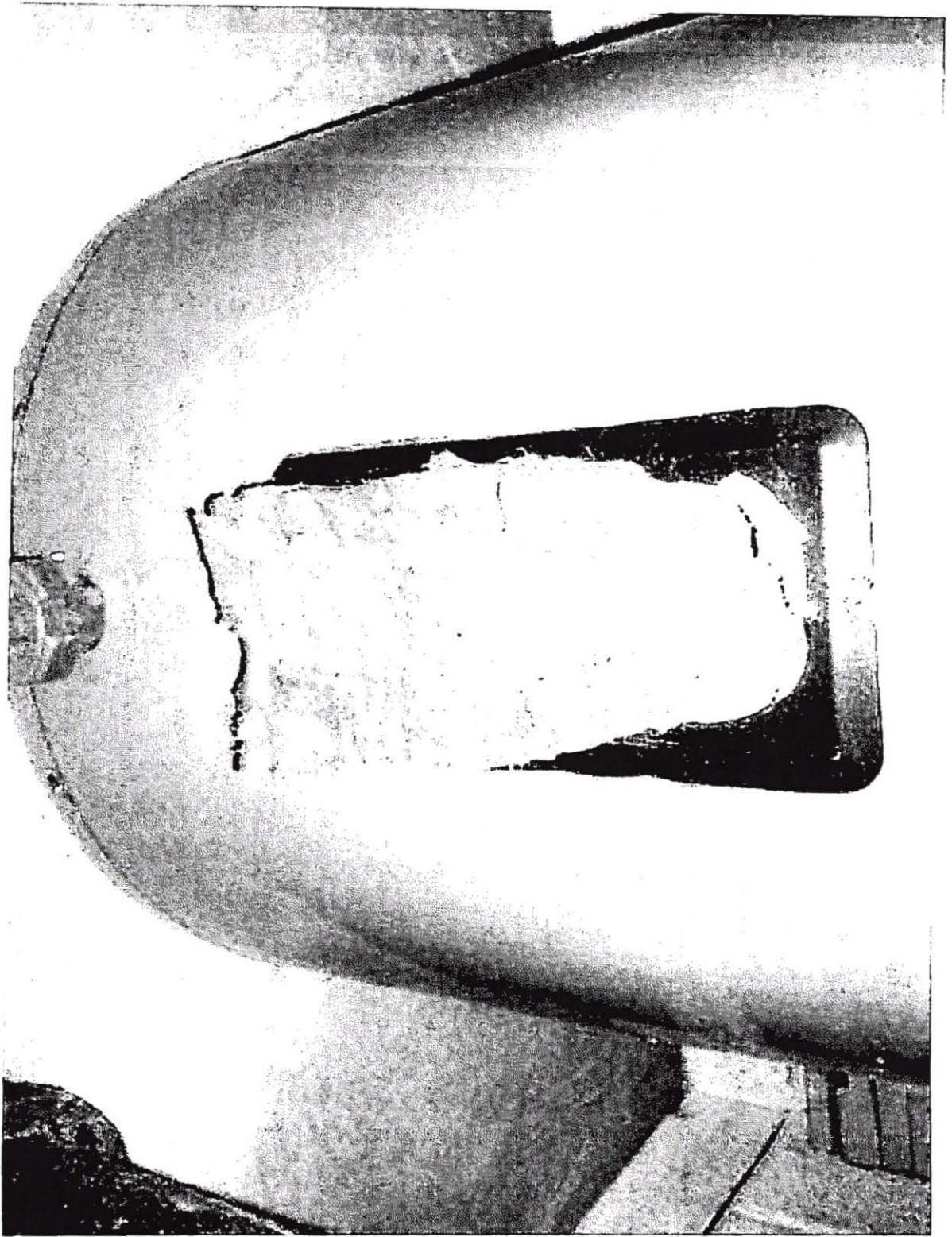




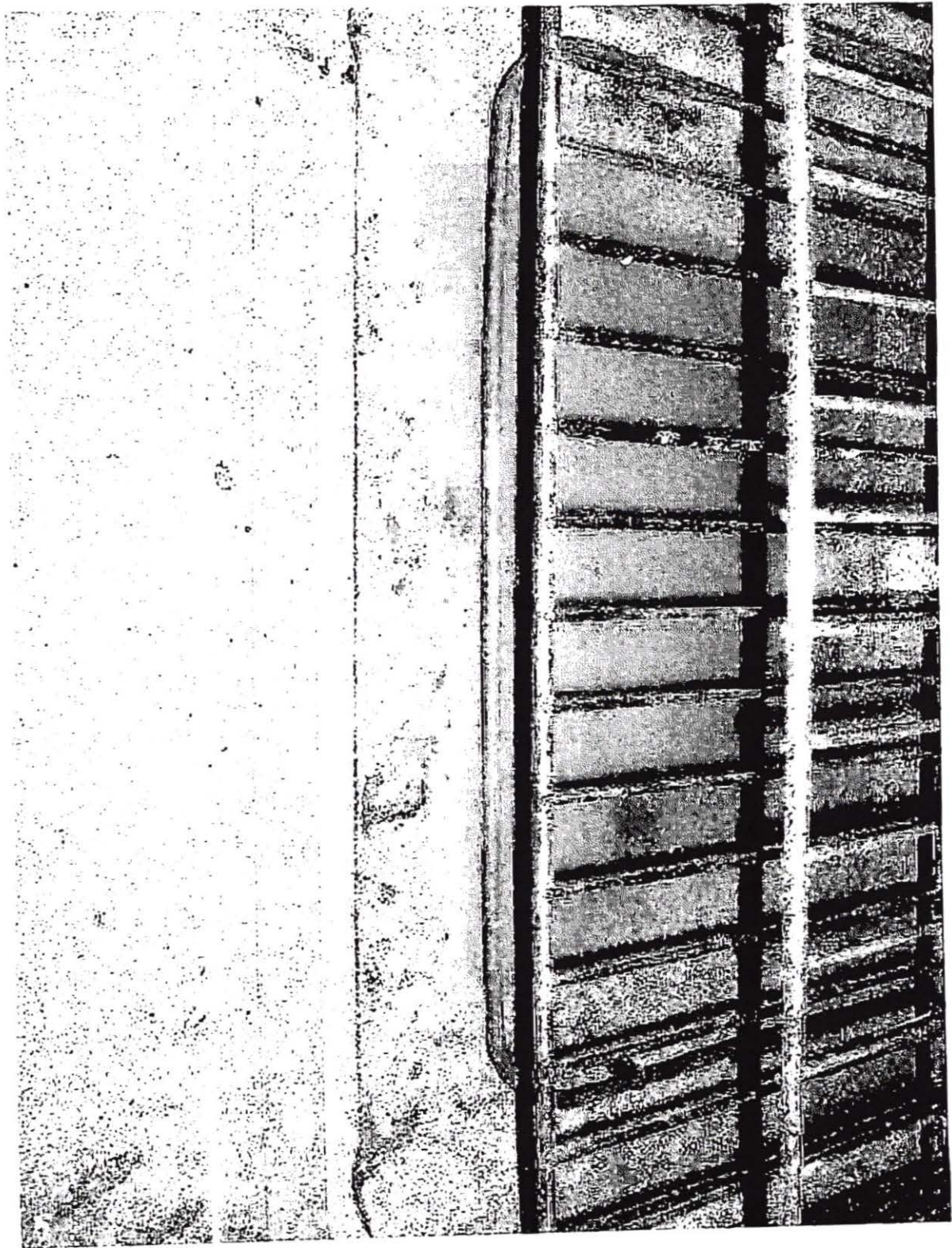


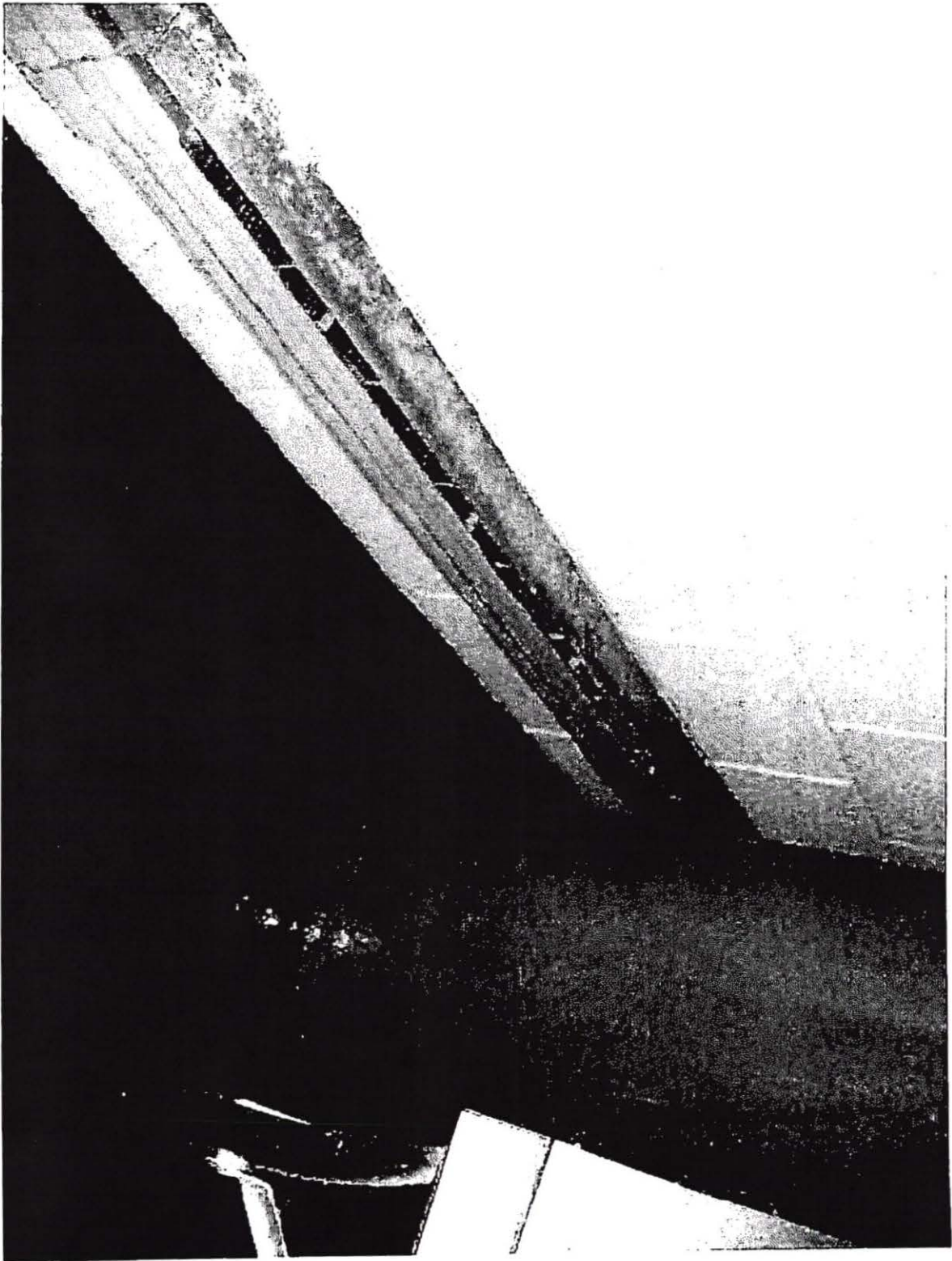




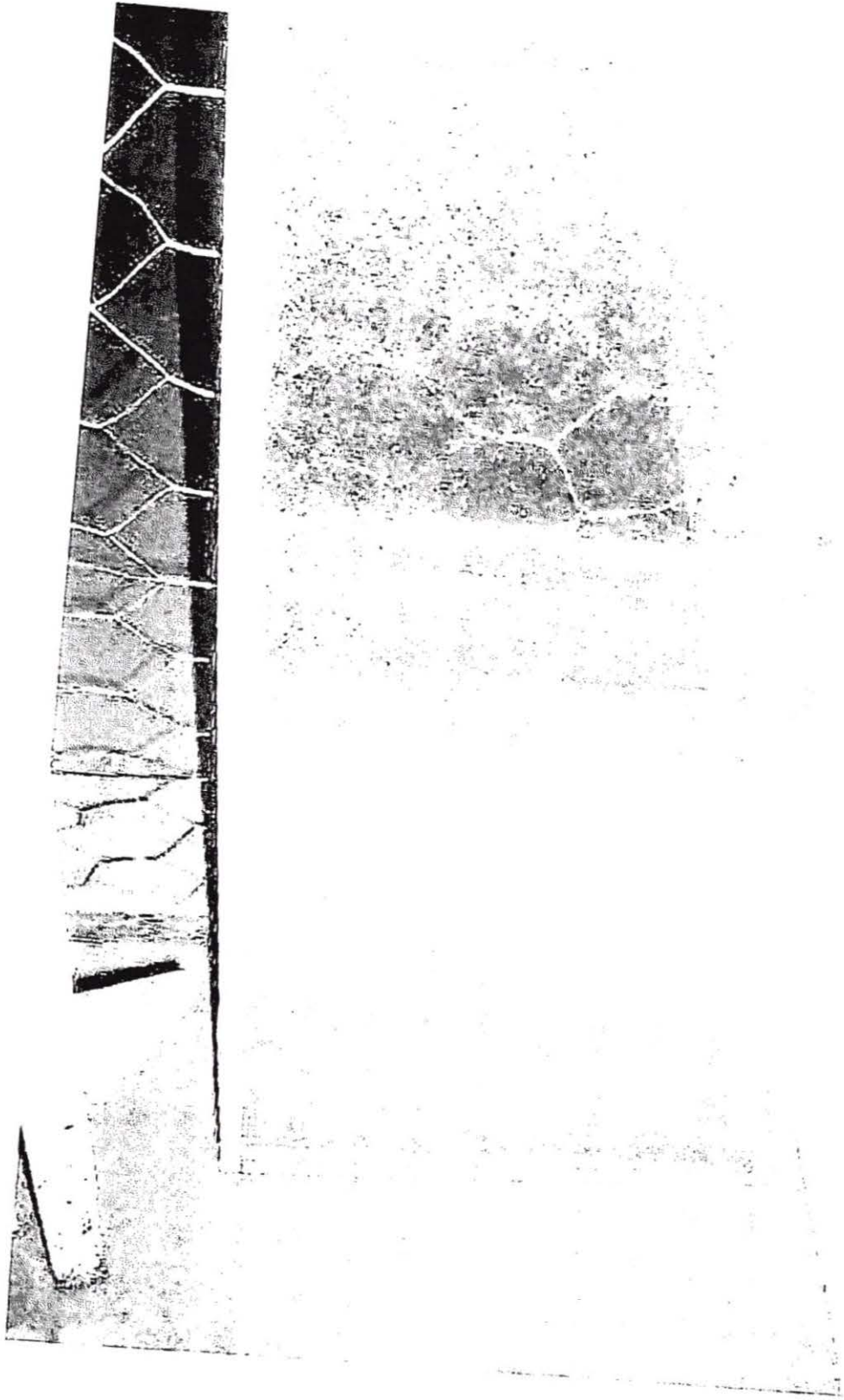




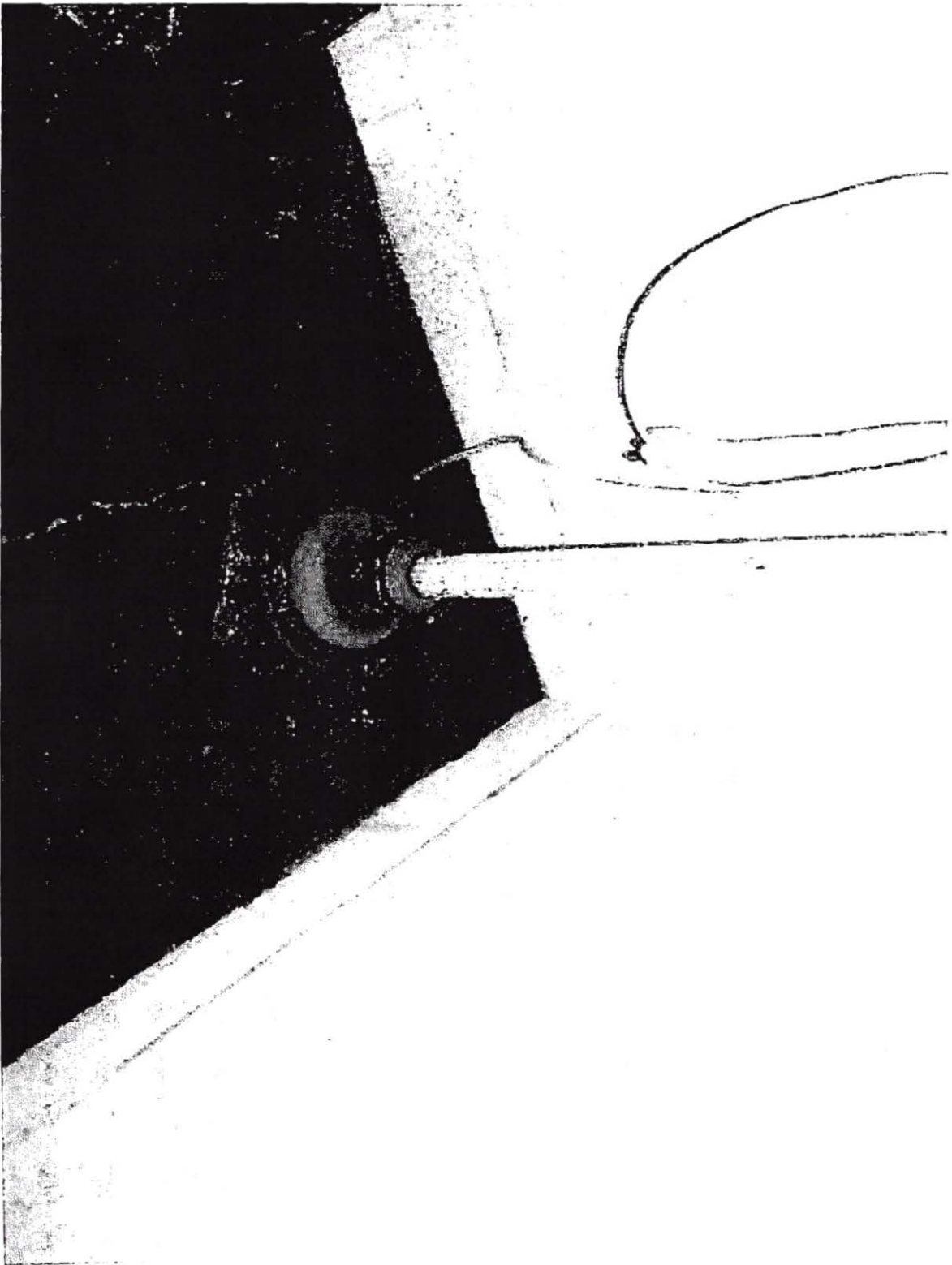


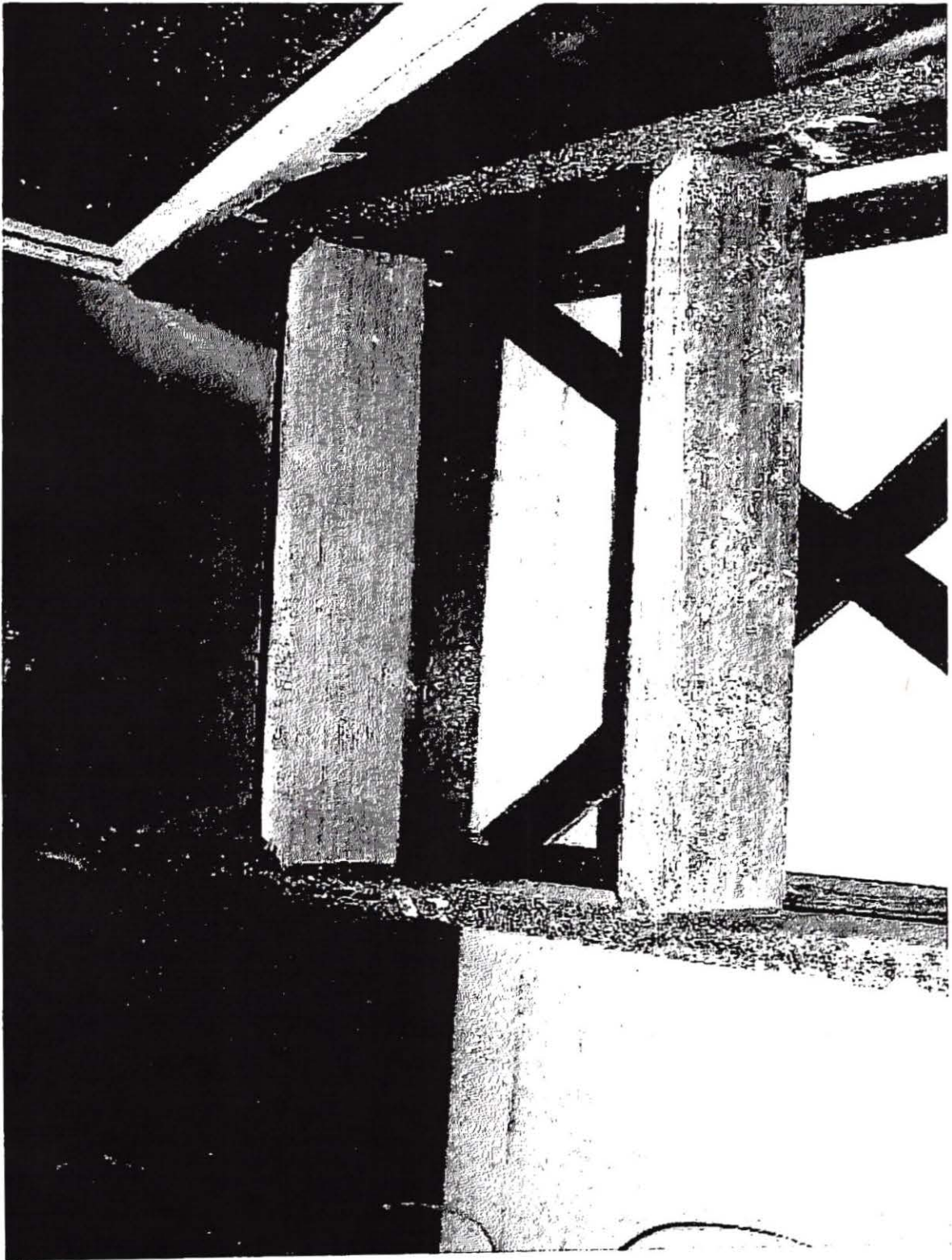


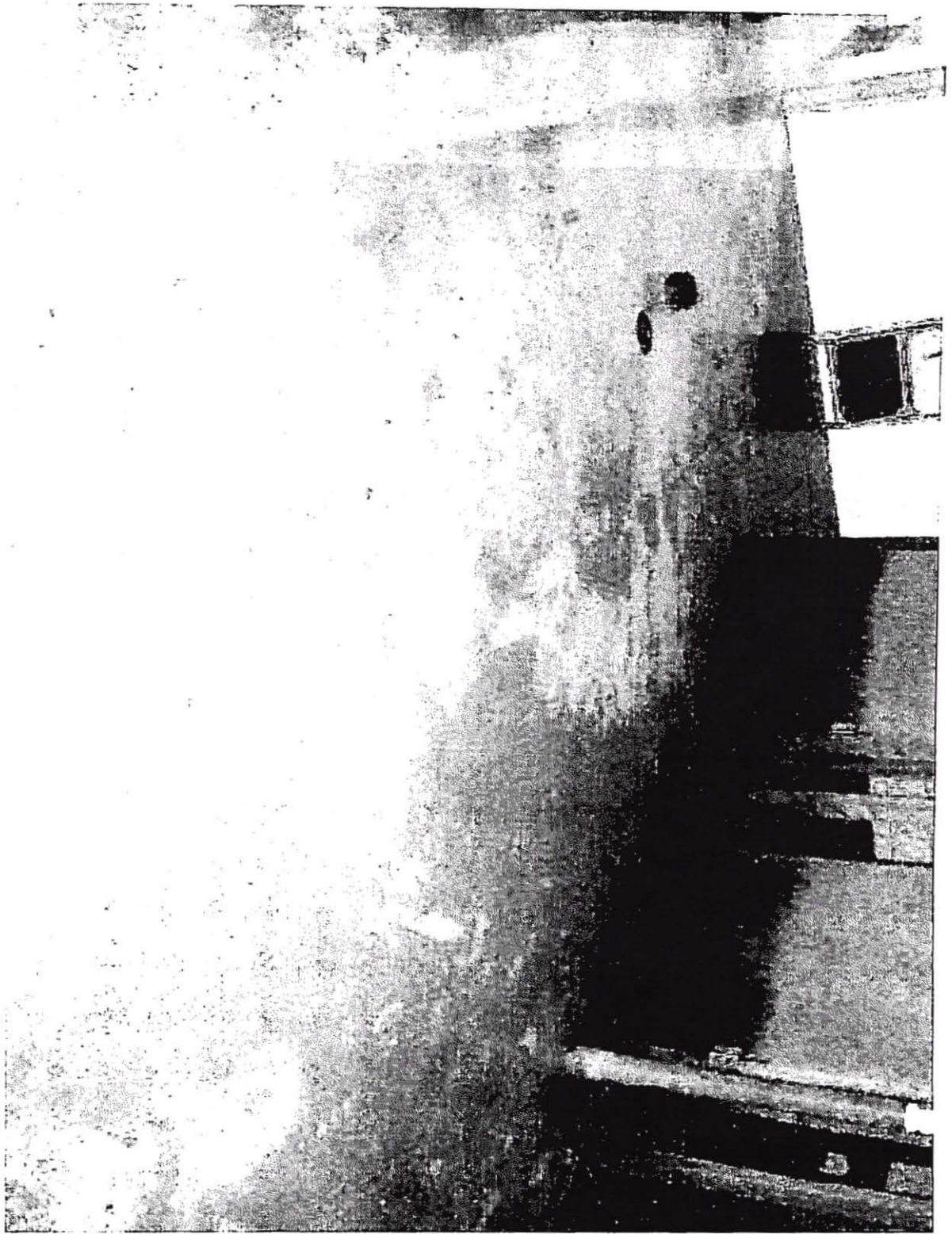


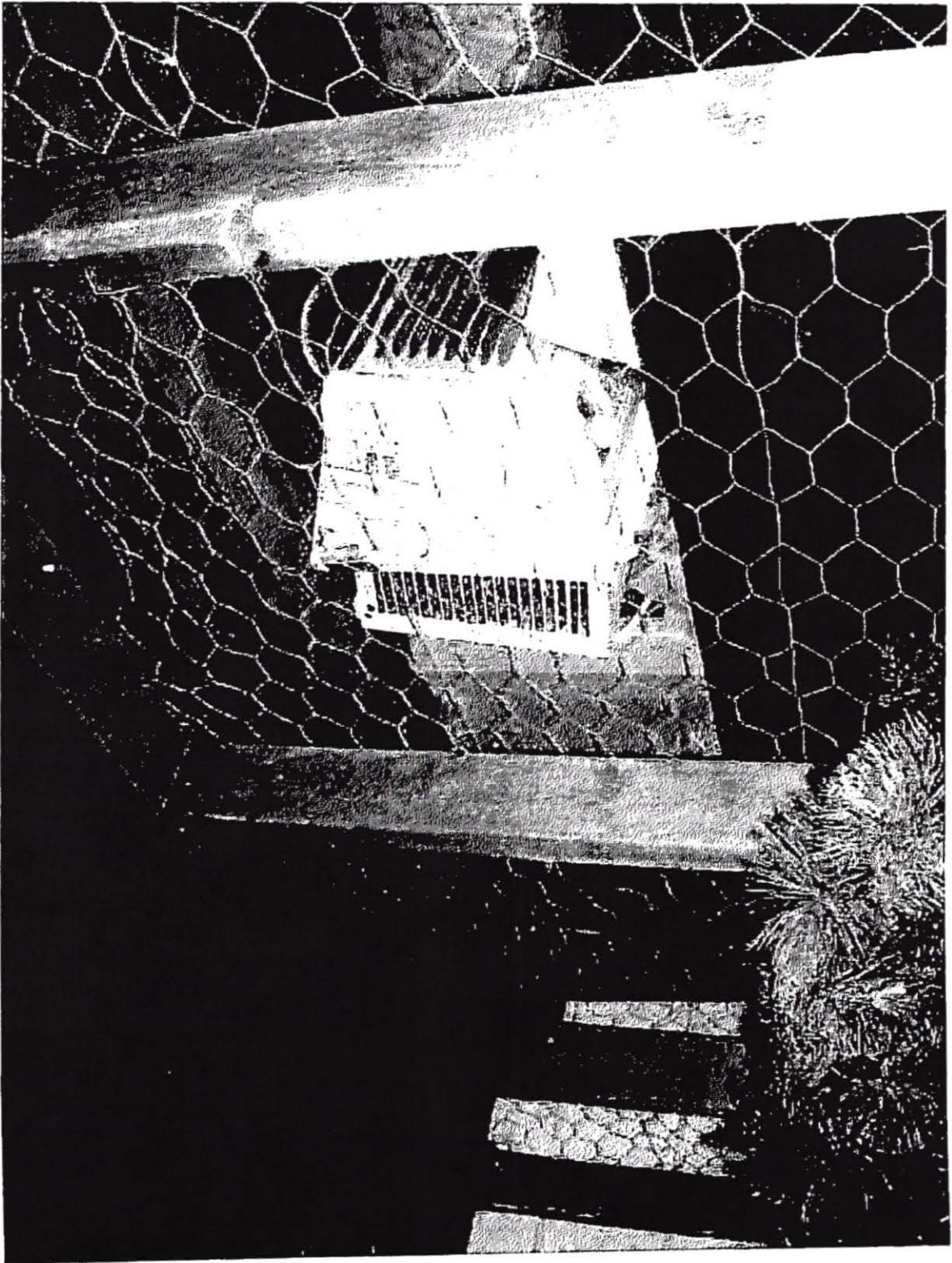


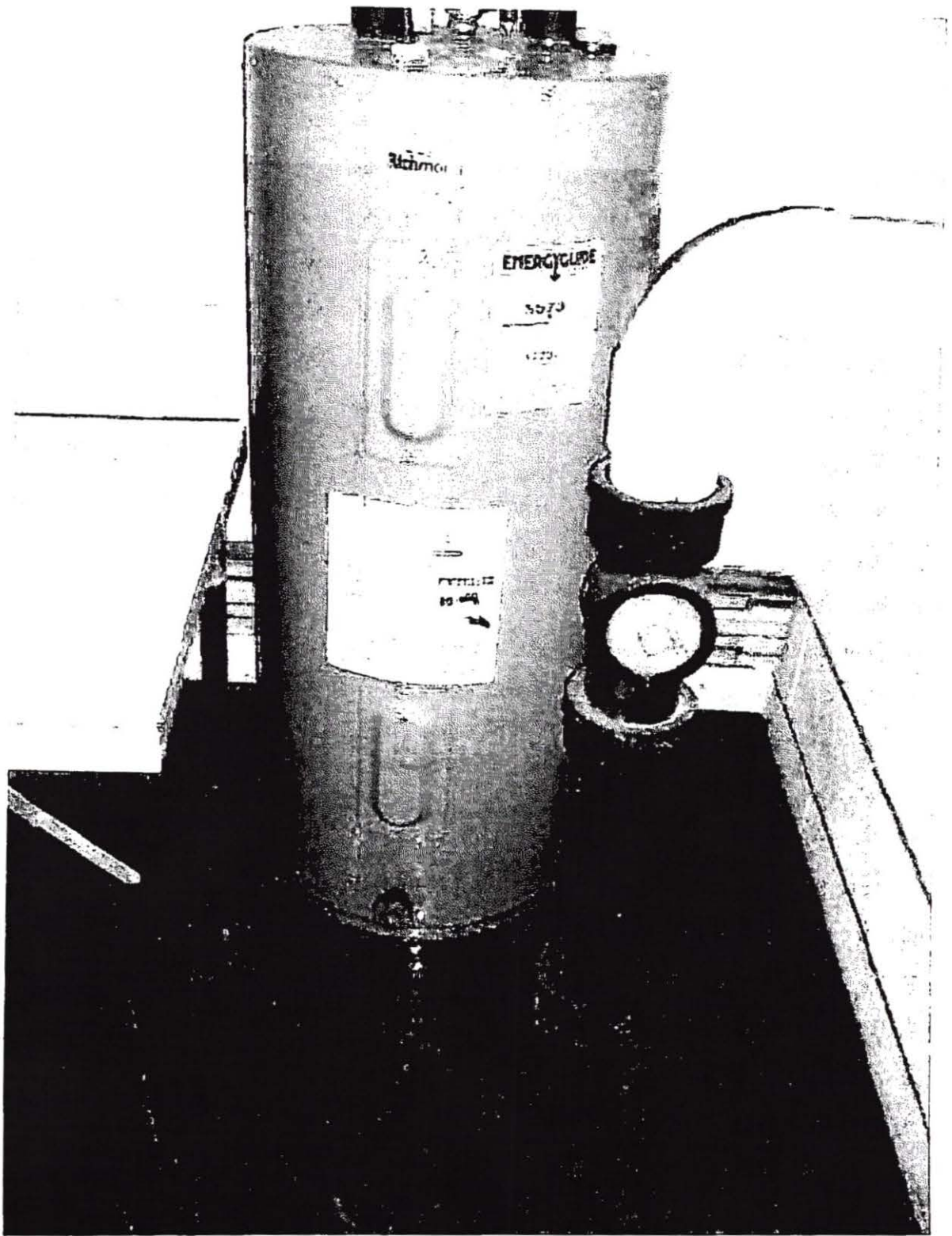


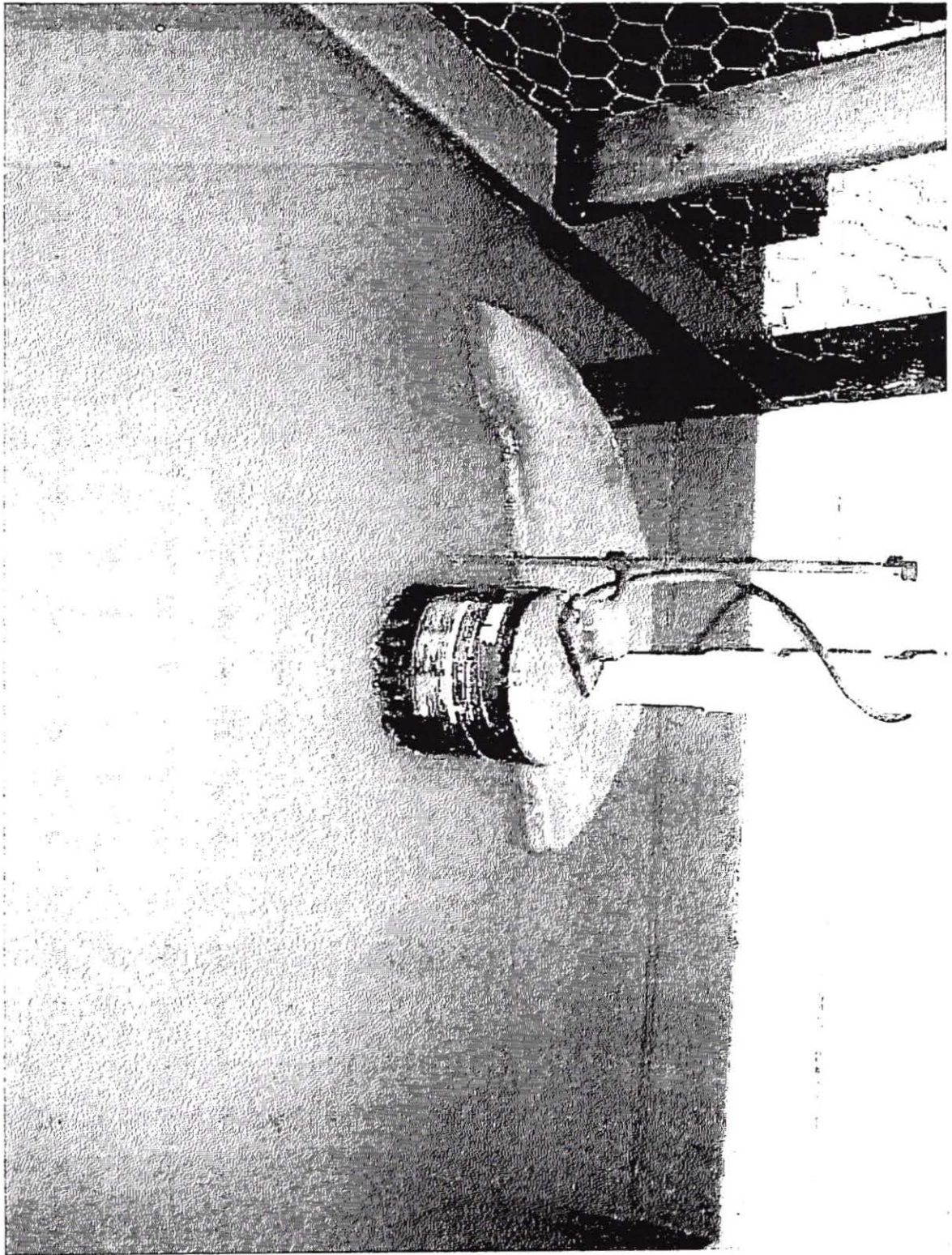


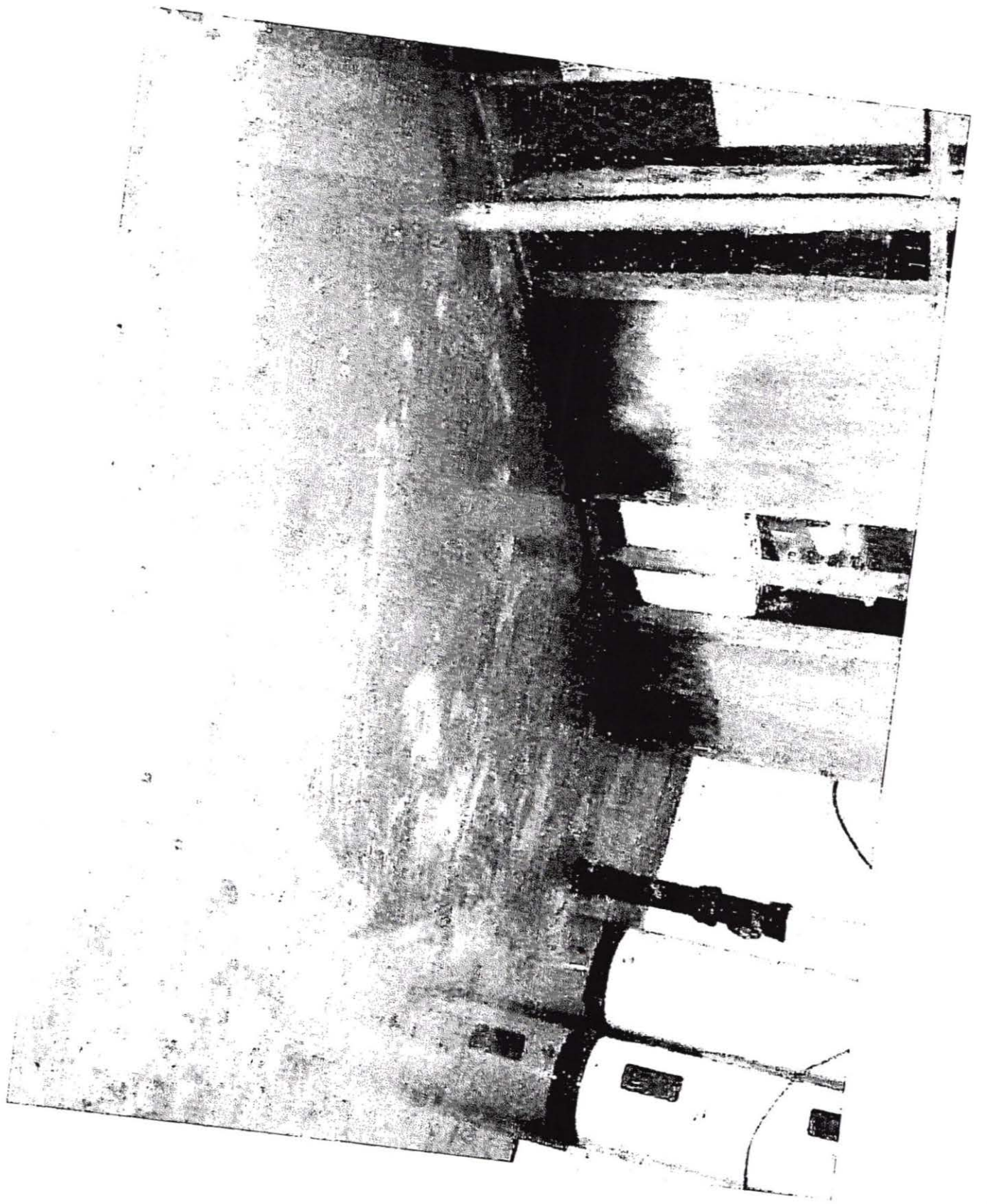






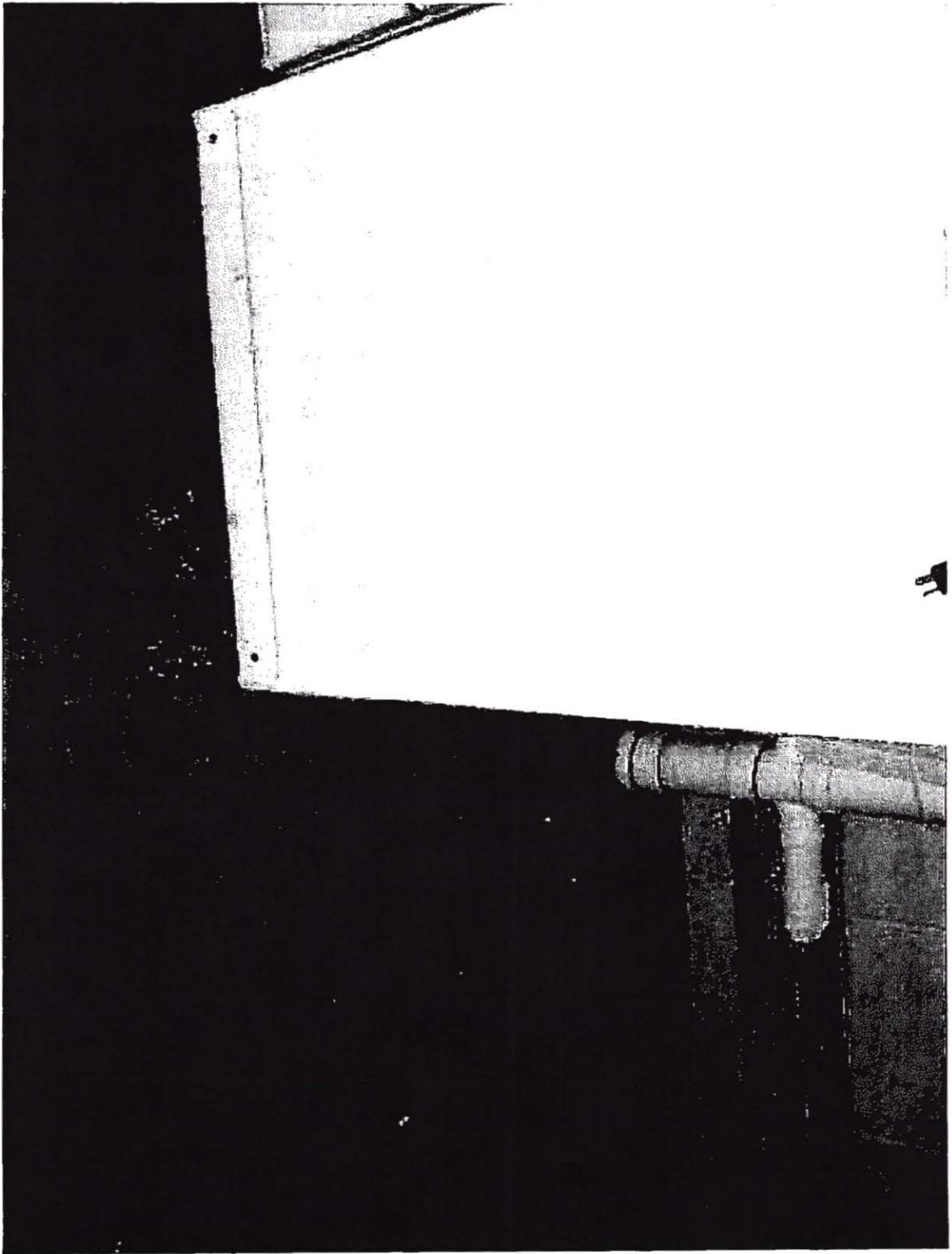




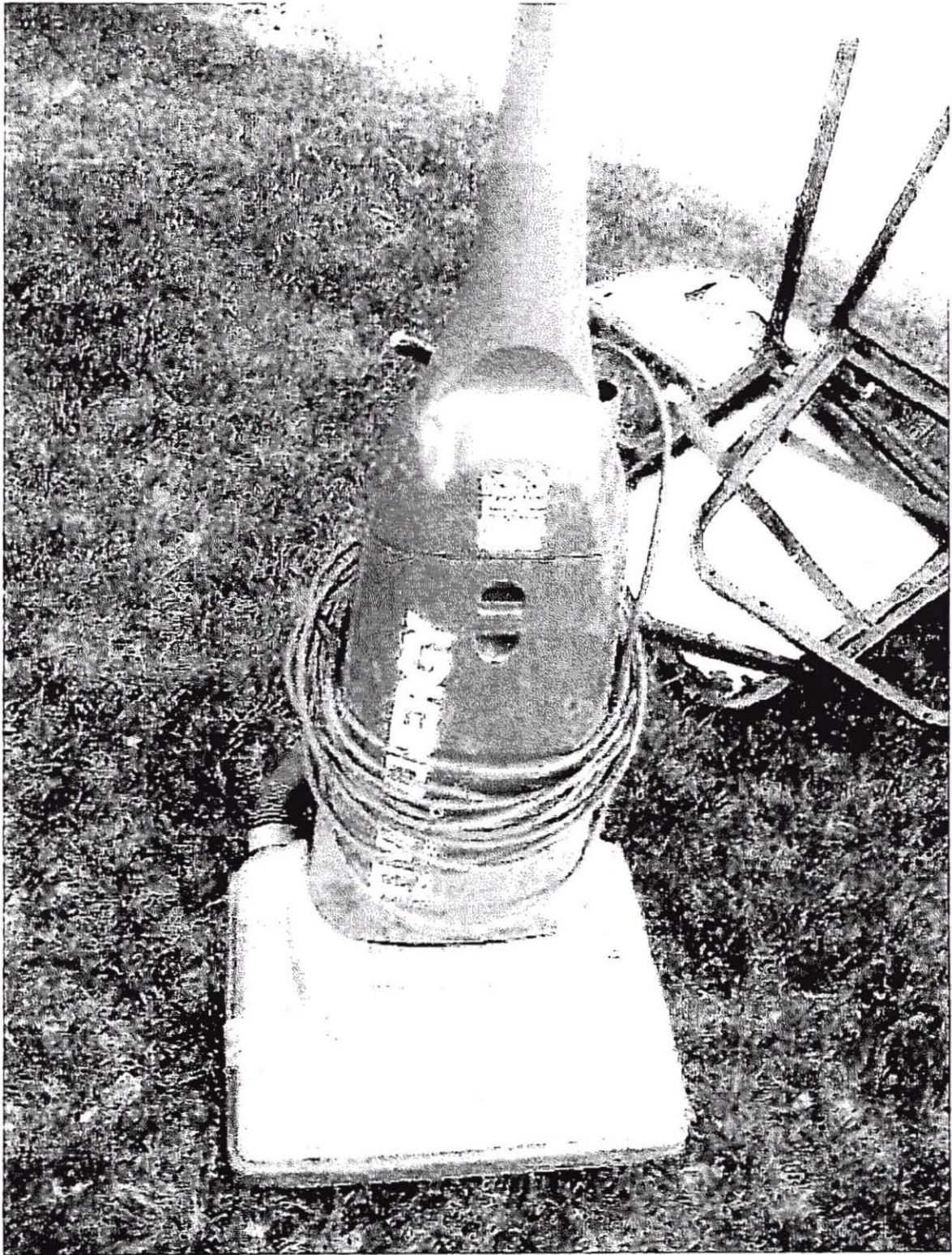


















Claim No.: 5639877
Check No.: 0000218785 **Date Issued:** 08/23/2016
Check Amount: \$94.00
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920)395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

TAX ON THE WASHER DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
 Oostburg, Wisconsin

Check No. 0000218785
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$94.00**

Pay ■ NINETY-FOUR DOLLARS AND ZERO CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$94.00

NON-NEGOTIABLE

C0000218785C B075906346B

818453C

Overflow Response

Notification Information

Date Received	5/6/2016 1:00:00 PM
Date of Incident	5/6/2016 1:00:00 PM
Name of Claimant	L.C.N.R.,LLC
Address	2214 Superior Ave.
Location of Overflow	Basement had 3' of sewage in basement at one point before we jetted it open.

Field Data Collected

Notified By	Clark Kleinhans
Age of Sewer	2000 8" pipe
Pipe Size	
Main Material	PVC Pipe
Date of Last Inspection	1/1/2016
Sewer Service Area	30 [232]
Type of Inspection	Visual
Previous Blockage Issues	Yes
Major Industries, Schools, Restaurants in Area	Yes
Rat Control	Yes

Overflow Data

Has Overflow Reached Surface Waters	No
Overflow Comments	
Superintendent Notification	Yes
Notification Date/Time	5/6/2016 2:30:00 PM

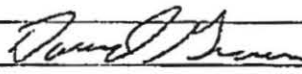
Actions Taken

Blockage in Main	Yes
------------------	-----


Main Jetted	Yes
Blockage in Lateral	No
Cause of Blockage	Found a lot of paper build up, paint build up, concrete piece, wipes, grease, and small stones in main.
Date/Time Jetting Completed	5/6/2016 2:30:00 PM
Plumber on Site	Yes
List Plumber/Company	Glen from Glen's drain service. Glen said water was rising and it would not go down. He thought he was out about 150' from basement clean out. The water was up to about 3'deep. He called me and I called the guys in the sewer jet.
Comments by City Personnel	They arrived at the address and looked at the main. It was about 2' from the top of manhole. They jetted the main and broke through blockage. The water in the basement started to go down. It also was going down in the main. We checked main four times looking to see when it was all the way down and looking for what might have caused the backup in main. I gave owner a booklet and told him he could put in a claim.
Overflow Photos	
Comments by Claimant	He was shocked at the speed at which it took the guys to get there and start jetting.
Weather	
Was Weather a Factor in Overflow	No
Total Precipitation	
Form Completion	
Fieldwork Completed By	Jim McKenzie
Work Completion Date	5/9/2016
Form Completed By	Clark Kleinhans
Form Completion Date	5/9/2016
Work Reviewed By	Dave Groves


Print

<https://app.mobile-mms.com/PrintSelection?orgId=46&formRecordL...>

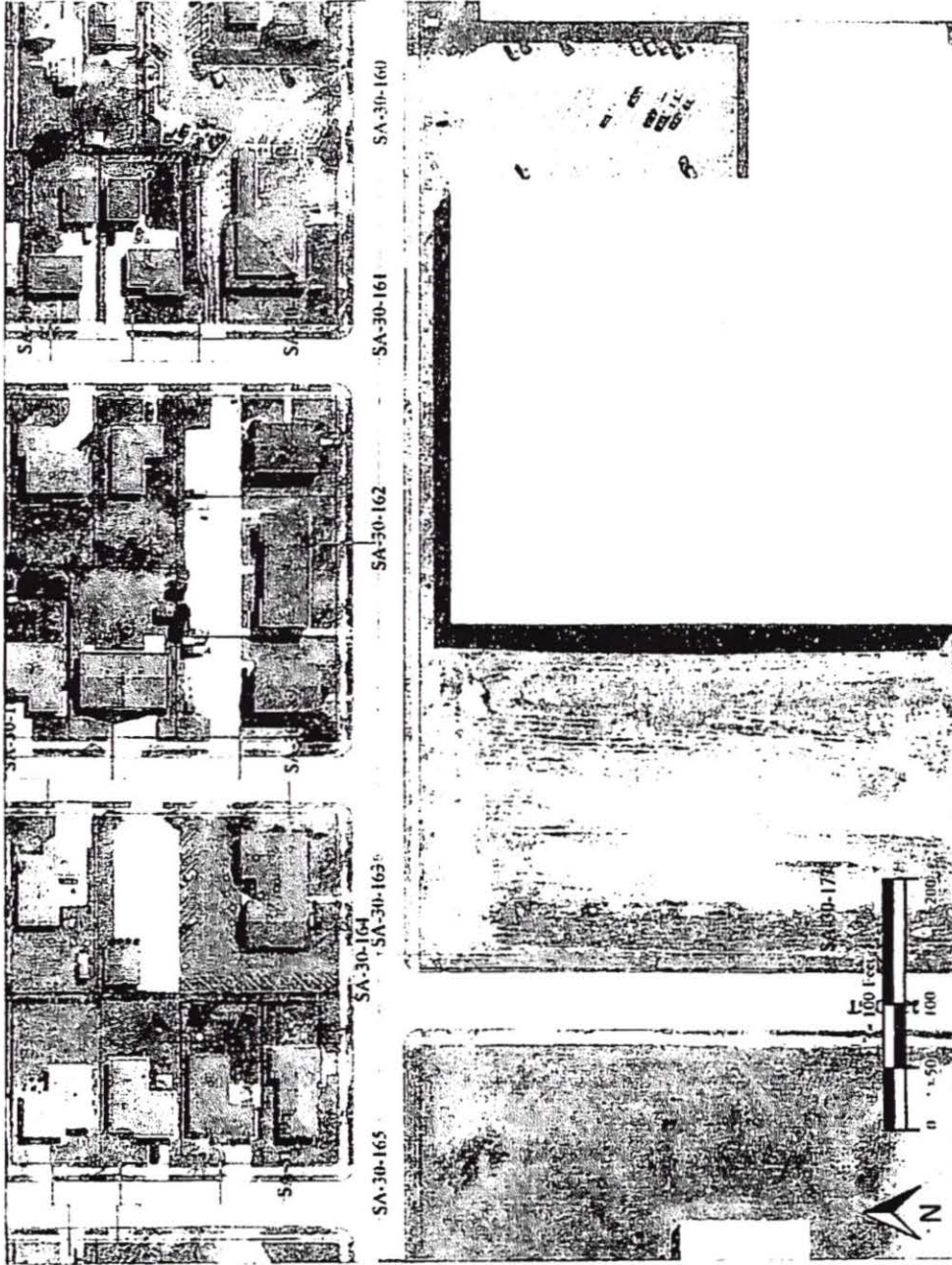
Leadman Signature	Not Signed
Supervisor Signature	Not Signed 

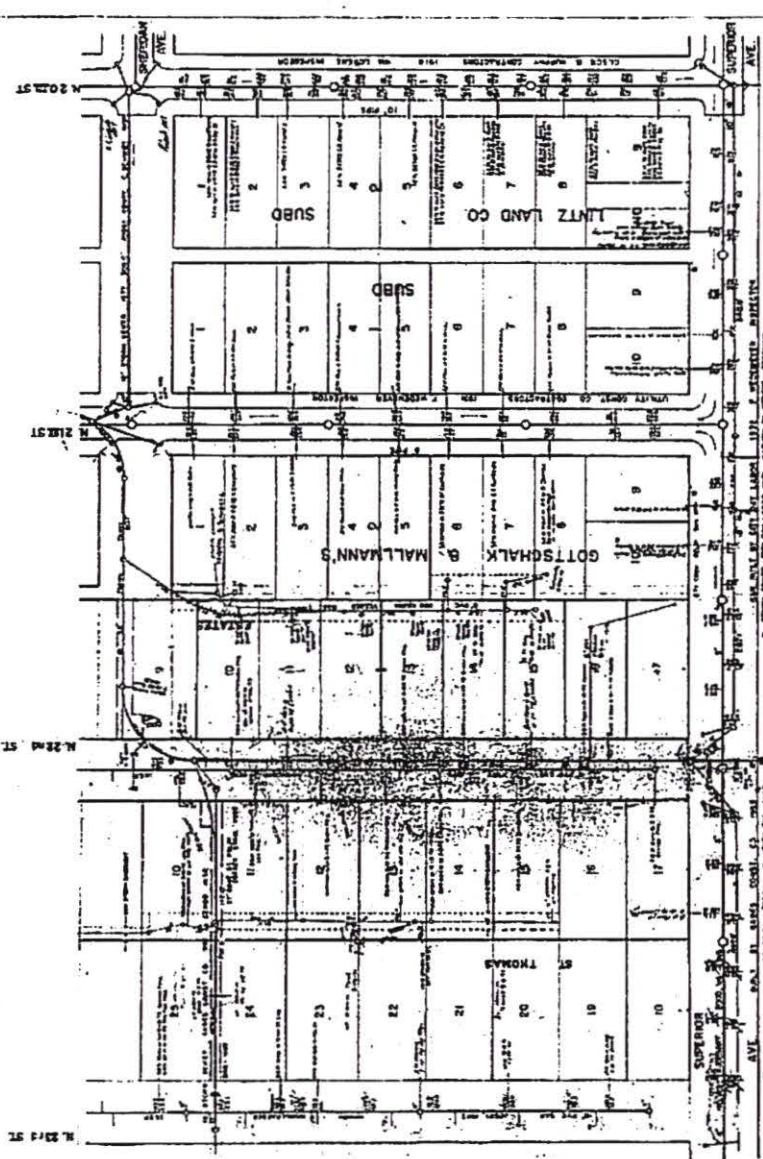
2214



Go  Map data ©2016 Google

2214 SUPERIOR AVE 5-6-16 BW





© 1908 BY THE LINTZ LAND CO. ALL RIGHTS RESERVED. THIS IS A PLAT MAP AND NOT A DEED. IT IS SUBJECT TO ALL RECORDS AND ENCUMBRANCES.

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WISCONSIN, JOHN J. HARRIS, CLERK.



Claim No.: 5639877
Check No.: 0000217682 **Date Issued:** 08/05/2016
Check Amount: \$5,281.50
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUILDING

SIXAL \$ SCHWIN \$ 353.33
 GLENS PLUMBING \$ 315.00
 PROFESSIONAL SERVICES \$ 3,643.50
 LCNR \$ 1638.00

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000217682
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

***\$5,281.50**

Pay ■ FIVE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND FIFTY CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$5,281.50

NON-NEGOTIABLE

C0000217682C B075906346B

818453C

Estimate From
MENARDS®

Estimate # 90584
Page 1 of 1

ESTIMATE FOR:
L.C.N.R. LLC 45041 County Road F Waldo, WI 53091-1614
PH: (920) 565-3334
PROJECT DESCRIPTION: Superior

STORE # 3247 SHEB PHONE: (920) 565-3334
4825 Vanguard Drive FAX: (920) 565-2596
Sheboygan, WI 53083

ESTIMATE BY ESTIMATE DATE	
HARRON S.	06/03/16

SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
451-4377	WASHER 2.9CF COIN OP WHT CAB2743BQ FOR WHIRLPOOL, MAYTAG, AMAZIA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1 EACH	** Special Order ** ON SALE THRU 06/08/16
451-4387	DRYER ELECT COIN OP WHT CEM2743BQ FOR WHIRLPOOL, MAYTAG, AMAZIA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1 EACH	** Special Order ** ON SALE THRU 06/08/16
679-4604	5' HE WASH MACHINE SUPPLY9WM6CP2HEM4	1 EACH	
639-8936	4" X 8' ALUM DRYER VENT MFX48	1 EACH	
539-9369	2" X 4" METAL CLAMP MC4ZW	2 EACH	
372-2525	4' 3GA 3-WIRE DRYER CORD 09124	1 EACH	ON SALE THRU 06/04/16

*** If purchased today, you save \$173.79 ***

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

TODAY'S SUB-TOTAL: 1,577.54
REGULAR SUB-TOTAL: 1,751.33

**GUEST COPY
PAGE 1 OF 1**



Claim No.: 5639877
Check No.: 0000218787 **Date Issued:** 08/23/2016
Check Amount: \$19.58
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

MISC FOR WATER HEATER INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218787
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$19.58**

Pay ■ NINETEEN DOLLARS AND FIFTY-EIGHT CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$19.58

NON-NEGOTIABLE

C0000218787C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000217683 **Date Issued:** 08/05/2016
Check Amount: \$652.03
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920)395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUSINESS PROP

ELECTRIC RANGE

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
 Oostburg, Wisconsin

Check No. 0000217683
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUSINESS PROP

***\$652.03**

Pay ■ SIX HUNDRED FIFTY-TWO DOLLARS AND THREE CENTS *****

To The Order Of **L.C.N.R. LLC**

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$652.03

NON-NEGOTIABLE

C0000217683C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000214822 **Date Issued:** 06/13/2016
Check Amount: \$1,077.54
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUILDING

500 DEDUCTIBLE APPLIED
WASHER/ DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
 Oostburg, Wisconsin

Check No. 0000214822
Date of Loss: 05/06/2016
Date Issued: 06/13/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

***\$1,077.54**

Pay ONE THOUSAND SEVENTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS *****

To The Order Of **L.C.N.R. LLC**

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$1,077.54

NON-NEGOTIABLE

C0000214822C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000218786 **Date Issued:** 08/23/2016
Check Amount: \$1,557.18
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

40 GALLON WATER HEATER
 2 50 GALLON WATER HEATER W PARTS
 MISC PARTS FOR INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218786
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$1,557.18**

Pay ■ ONE THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND EIGHTEEN CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$1,557.18

NON-NEGOTIABLE

C0000218786C B075906346B

818453C

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 173-16-17 is a claim from Doneff Properties, LLC, for alleged damages to an apartment door and lock by the Fire Department.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on November 29, 2016. The claim is for \$1,676.24 in alleged property damage to an apartment door and lock by the Fire Department.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 173-16-17

II

3.1

R. O. No. 173 - 16 - 17. By CITY CLERK. December 5, 2016.

Submitting a claim from Doneff Properties, LLC, for alleged damages to an apartment door and lock.

Finace

City Clerk

DATE RECEIVED 11-29-16

RECEIVED BY MD

CLAIM NO. 19-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 29 10:28

- 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: Donell Properties, LLC (Brian Tesarik Maintenance Manager)
- 2. Home address of Claimant: 5160 Expo Drive, Menomonie, WI 54220
- 3. Home phone number: 920-682-0066 ext. 313
- 4. Business address and phone number of Claimant: cell: 920-901-8675

5. When did damage or injury occur? (date, time of day) 9-7-16 morning.

6. Where did damage or injury occur? (give full description) Fire Dept. smashed in apartment door on apartment #213.

7. How did damage or injury occur? (give full description) Fire Dept. employee did not use the master key located in Knox Box. The key was used the previous week for an inspection and was known then.

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: Don't know.

(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: _____

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. Damage is extended to door, frame and lockset.

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: \$ 1676.24

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1676.24

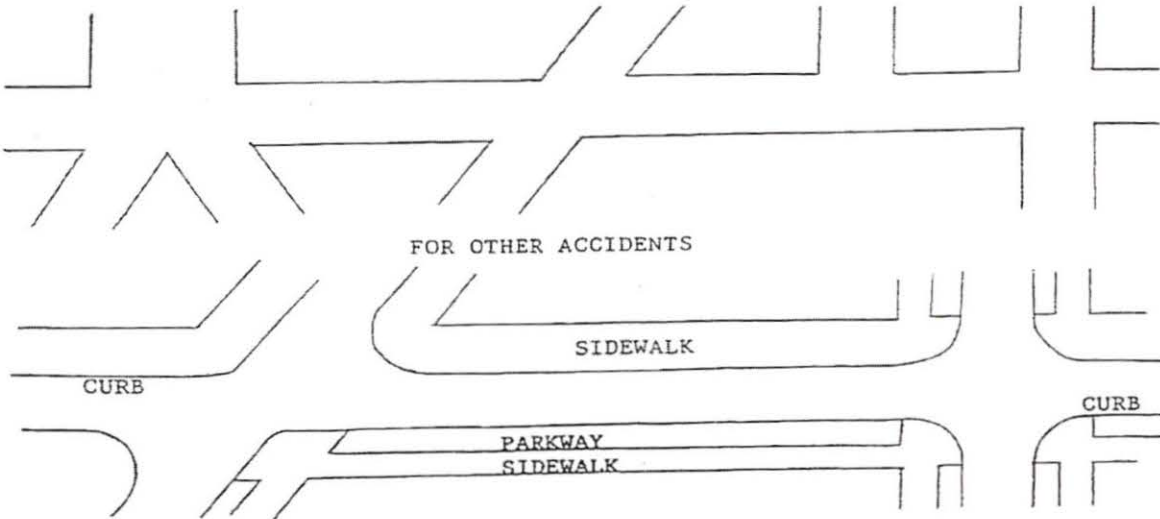
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Brian Tereash DATE 11-25-16

DATE RECEIVED

11-29-16

RECEIVED BY

MD

CLAIM NO.

19-16

CLAIM

Claimant's Name:	<u>Ponett Companies, LLC</u>	Auto	\$	_____
Claimant's Address:	<u>5160 Expo Drive</u>	Property	\$	<u>1,676.²⁴</u>
	<u>Manitowoc, WI 54220</u>	Personal Injury	\$	_____
Claimant's Phone No.	<u>920-682-0066 ext. 313</u>	Other (Specify below)	\$	_____
			TOTAL	\$ <u>1,676.²⁴</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 \$ 1,676.²⁴.

RE: Damaged apartment door
Sheboygan Regency House
919 Wisconsin Avenue
Sheboygan, WI 53081

SIGNED

Brian Jensen

DATE:

11-25-16

ADDRESS:

5160 Expo Drive, Manitowoc, WI 54220

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

LAFORCE^{INC}

Your door opening specialist for life safety and security

1060 W. Mason Street, Green Bay, WI 54303
 P.O. Box 10068, Green Bay, WI 54307
 Questions: (920) 497-7100
 (800) 236-8858
 (800) 672-6795 Auto Attendant
 Fax: (920) 497-4955

QUOTE

QUOTE NUMBER	313809QU
QUOTE DATE	11/9/2016
CUSTOMER REQUISITION	
MODE OF DELIVERY	Green Bay to Fox Valley/Lakeshore area
CUSTOMER	30331
CONTACT	BRIAN TESARIK

SOLD TO	DONEFF COMPANIES LLC 5160 EXPO DRIVE STE. 100 MANITOWOC, WI 54220 USA
---------	--

SHIP TO	SHEBOYGAN REGENCY HOUSE 919 WISCONSIN AVE SHEBOYGAN, WI 53081 USA
---------	--

JOB *** RATED DOOR

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	WDD	3068 FLUSH PLASTIC LAMINATED WOOD DOOR - UL 20 MINUTE RATING		
2.000	1	HDW	SCHLAGE H110PD LEV 626 INTERCONNECTED LOCK		
**OPTION FOR INSTALLATION BY LAFORCE - ADD \$500 TO THIS QUOTE.					

RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.

Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/about/terms-conditions/ , which are incorporated in full by this reference. The Terms and Conditions will be sent by mail or fax to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.		
	SUBTOTAL	\$797.00
	SALES TAX	\$39.85
	TOTAL	\$836.85
DISCOUNT TERMS: 1% 15 DAYS		PAY TERMS: NET 30

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.

Doneff Companies, LLC

5160 Expo Drive

Manitowoc, WI 54220

RE: Sheboygan Regency House, Apt. 213

919 Wisconsin Avenue

Sheboygan, WI 53081

- Invoices and associated costs:

Replacement door and lockset.....\$835.00

Installation labor.....\$500.00

Maintenance time to temporarily repair door:

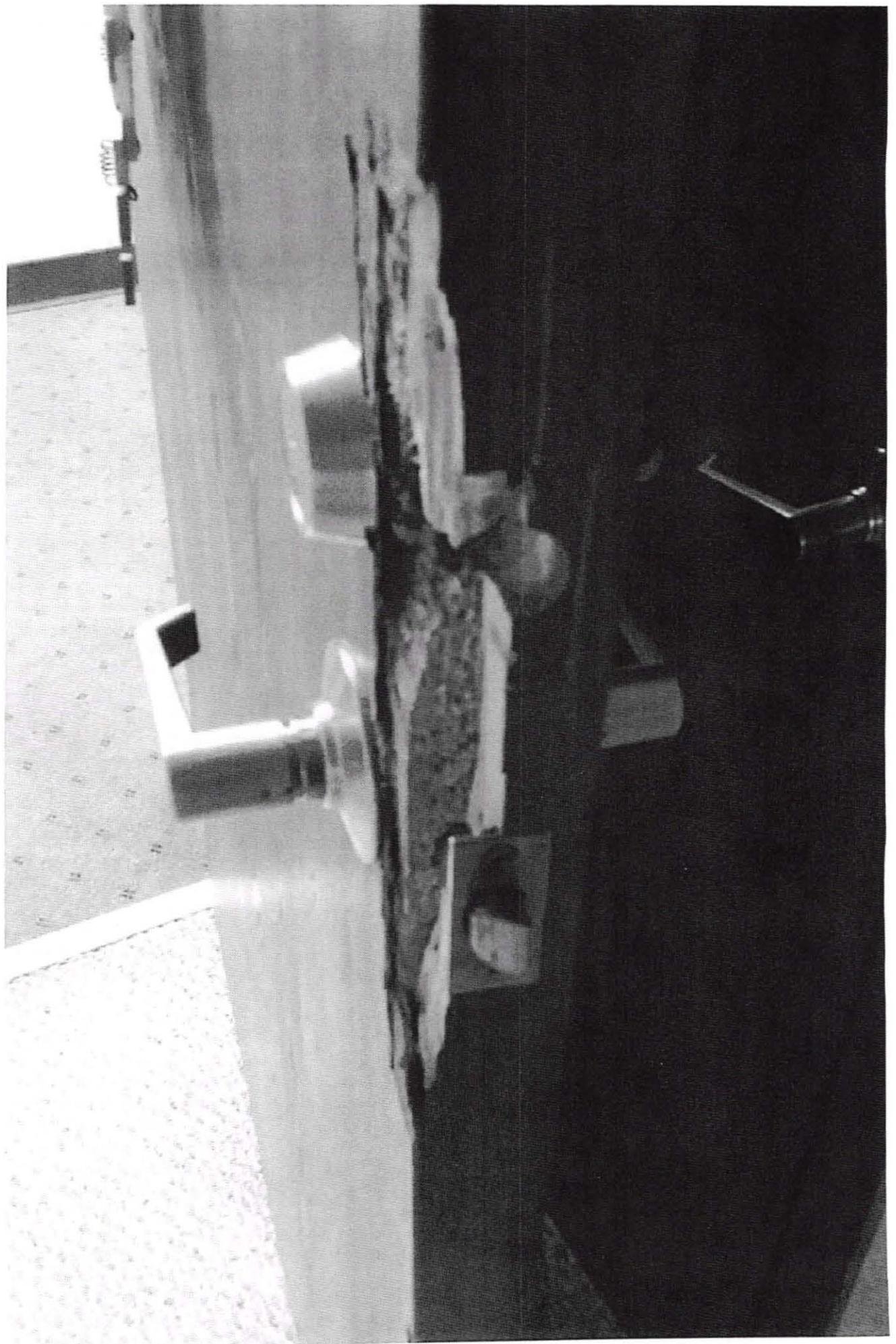
(4.5 hrs. = 9-7-16, .5 hrs. = 9-8-16) Total 5 hrs. x \$35.00.....\$175.00

Temporary materials to repair door.....\$12.00

Subtotal	=	\$1,523.85
10% overhead	=	<u>\$152.39</u>
TOTAL	=	\$1,676.24









CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 174-16-17 is a claim from Michael Miller for alleged property damage when a tree fell on his house.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on November 28, 2016. The claim is for \$541.00 in alleged property damage when a tree fell on the claimant's home during a storm.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 174-16-17

II

3.2

R. O. No. 174-16-17. By CITY CLERK. December 5, 2016.

Submitting a claim from Michael J. Miller for alleged damages to his house when a city tree fell into the house.

Inance

City Clerk

DATE RECEIVED 11-28-16

RECEIVED BY ckl

CLAIM NO. 1816

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 11/28/16 PM 4:08

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Michael J Miller
2. Home address of Claimant: 1406 N 12th St., Sheboygan, WI 53081
3. Home phone number: (920) 458-5582
4. Business address and phone number of Claimant: Same As Above

5. When did damage or injury occur? (date, time of day) Sep 20, 2016 / storm am.

6. Where did damage or injury occur? (give full description) 1719 N 12th St.
city tree fell on property doing damage to house

7. How did damage or injury occur? (give full description) By tree falling
into the house

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

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

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

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

(a) Public property alleged to be dangerous: N/A

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

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

No Injuries. Damage to rain gutter, window, wooden porch railing & iron railing

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: \$ 541.00

Personal injury: \$ _____

Other: (Specify below) \$ None

TOTAL \$ 541.00

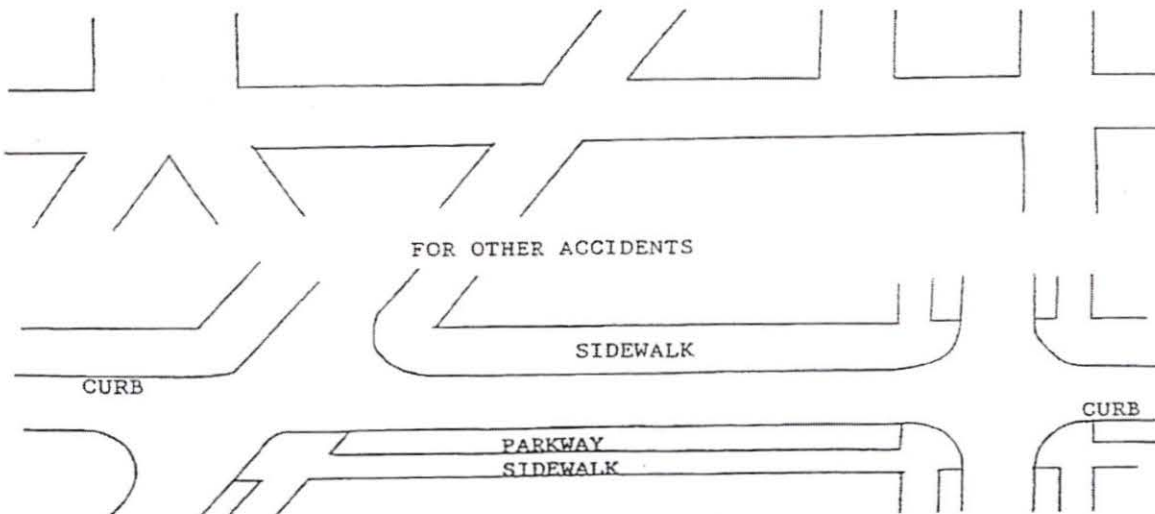
Damaged vehicle (if applicable)

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



SIGNATURE OF CLAIMANT

Michael J. Mallo

DATE

25 Nov 2016

DATE RECEIVED 11-28-16

RECEIVED BY CPB

CLAIM NO. _____


CLAIM

Claimant's Name:	<u>Michael Miller</u>	Auto	\$ _____
Claimant's Address:	<u>1406 N. 12th St.</u>	Property	\$ <u>541.00</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>(920) 458-5582</u>	Other (Specify below)	\$ <u>N/A</u>
		TOTAL	\$ <u>541.00</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 \$ 541.00.

SIGNED 

DATE: 28 Nov 2016

ADDRESS: 1406 N. 12th St. Sheboygan, WI 53081

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

| Checkout

[Sign Out](#)

Thank you for your order!

We'll email this confirmation to you. You may also save or print this page.

Order Date: Friday, Nov. 25, 2016

Pickup Information

Friday,
November 25, 2016

1029 N 14TH ST
SHEBOYGAN, WI53081

Payment

Pay In Store \$1.23

After 12:21 PM

(920) 458-7707



Your Phone Number: (920) 458-5582

Product



Glossy Prints

4x6 Print(s)

Price Quantity Total

\$0.29 4 \$1.16

Tax* \$0.07

Print(s) Total \$1.23

Order Number: 32002348003

Order Summary

Subtotal \$1.16

Tax* \$0.07

Total \$1.23

Pay in store \$1.23

*Sales tax is estimated and may vary by location.

Need Help?

[Get Online Help](#)
Call (866) 264-2910

[Live Chat](#)

More Options

[Place This Order Again](#)
(You can make changes to it)
[Start a New Photo Order](#)

Total \$1.23

*Sales tax is estimated and may vary by location.

[Mobile Apps](#) | [Pricing](#)

PHOTO PRODUCTS

- Books
- Cards
- Calendars
- Posters
- Prints
- All Photo Products

OUR SERVICES

- Mobile Photo
- Same Day Pickup
- Passport Photos
- DVD Transfer
- Photo Blog

PRICING

- Prints & Enlargements
- Photo Gifts
- Photo Cards
- Poster Prints
- Photo Books

[Sign up now](#)

PHOTO HELP

- Help Center
- Upload Help
- Contact Us
- Site Map

ORDER INFORMATION

- Ordering Prints
- Payment Information
- Shipping Information
- Refund & Return Policy

COMPANY INFORMATION

- Walgreens.com
- Careers
- Company Information
- Diversity

Social Responsibility
Affiliate Program

Notice Of Privacy Practices | Terms Of Use | Online Privacy & Security
© Copyright 2016 Walgreen Co. All rights reserved.



"SMILEY'S"
HANDYMAN SERVICE.
LLC

1715 ALABAMA AVE.
 SHEBOYGAN, WISC 53081

Invoice

DATE	INVOICE NO.
11/10/2016	838

BILL TO

JOB DESCRIPTION

MIKE MILLER
1406 N 12TH ST
SHEBOYGAN, WI 53081

RENTAL AT 1719 N 12TH ST
 REPAIR DAMAGE TO FRONT OF HOUSE
 FROM FALLEN CITY TREE

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
NOTES	JOB NOTE; REPAIR TO 1719 N 12TH ST		0.00	0.00
HANGERS	HANGER STRAPS	6	3.50	21.00
STEEL POST	1-1/4" x 36" STEEL POST	2	15.00	30.00
RAIL POSTS	ATTACHING BRACETS, BOLTS	1	45.00	45.00
4' RAILINGS	4' ROD IRON RAILING SECTION	2	24.00	48.00
BASE PLATE F...	ROD IRON 1" BASE PLATE FLANGE	2	6.00	12.00
4"x4"-8'GRN	4"x4"- 8' GREENTREATED	1	9.00	9.00
2x4-8' GRN	2"x4"-8 GREENTREATED	1	4.00	4.00
BASE STORM	STORM WINDOWS 29 1/2" x 59"	1	75.00	75.00
DECK ANCHO...	4"x4" FLUTE ANCHOR/ RAILING FLANGE/	1	15.00	15.00
JOB DESCRIP	JOB DESCRIPTION:REMOVE BROKEN AWNING ON 2ND FLOOR, REPLCE BROKEN RAILINGS, REPLACE BROKEN HAND RAILINGS, REPLACE BROKEN STORM WINDOW	0	20.00	0.00
LABOR	CHARGES FOR JOB COMPLETED: 2 MEN	6	47.00	282.00

Thank you for your business.

Total \$541.00

ALL CHARGES ARE DUE WITHIN 30 DAYS FROM BILLING DATE. IF PAYMENT IN FULL IS NOT MADE BY THEN ,
 SIMPLE INTEREST AT 2% PER MONTH [24% PER ANNUALLY] WILL BE CHARGED ON DECLINING UNPAID BALANCE
 UNTIL PAID IN FULL.





CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 186-16-17 is a claim from Allstate Property and Casualty Insurance Company on behalf of Cecelia Mondloch.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The claim was received on December 15, 2016. The claim is for \$5,493.11 in alleged damages when a city vehicle backed into Ms. Mondloch's vehicle in the recycling center drop off area.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 186-16-17

II

3.3

R. O. No. 186 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Subrogation Claim Notice from Allstate Property and Casualty Insurance Company regarding their insured Cecelia Mondloch.

Finace

City Clerk



Allstate
You're in good hands.

Roanoke National Subrogation Claim Cntr
PO BOX 21169
ROANOKE VA 24018



CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 530814442

December 12, 2016

CLAIM NUMBER: 0431693787 F3U
DATE OF LOSS: October 08, 2016
OUR INSURED: CECELIA MONDLOCH
YOUR FILE NUMBER:
YOUR INSURED:
ADDRESS:

PHONE NUMBER: 800-776-2615
FAX NUMBER: 540-725-6191
OFFICE HOURS: Mon - Fri 7:30 am - 6:00 pm

CITY STATE ZIP: , ,
LOSS LOCATION: NEW JERSEY AVE, SHEBOYGAN, , WI
AMOUNT OF LOSS: \$5,493.11

Re: Subrogation Claim Notice

Dear CITY OF SHEBOYGAN,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$4,893.11
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$600.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

**Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271**

0431693787 F3U

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter. Thank you.

Sincerely,

SHEILA DENNIS

SHEILA DENNIS
800-776-2615 Ext. 7257004
Allstate Property and Casualty Insurance Company

DATE RECEIVED 12-15-16

RECEIVED BY MMD

CLAIM NO. 20-16

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: Allstate Insurance aso Cecelia Mondloch clm 0431693787
- 2. Home address of Claimant: P O Box 21169 Roanoke, VA 24018
- 3. Home phone number: 540-725-7004 800-776-2615 ext 7257004
- 4. Business address and phone number of Claimant: see above
- 5. When did damage or injury occur? (date, time of day) 10/8/2016 2:30 PM
- 6. Where did damage or injury occur? (give full description) 2026 New Jersey Ave

7. How did damage or injury occur? (give full description) Your driver was moving debris And material in recycling lot and backed into our insured vehicle.

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

(a) Name of such officer or employee, if known: Ricky J VanDervaart

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

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

(a) Public property alleged to be dangerous: na

(b) Claimant's statement of basis for such liability: You driver failed to maintain Proper lookout

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").

Property damage to insured 2015 Nissan Rogue

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

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

Auto: \$ 5493.11
Property: \$ na
Personal injury: \$ na
Other: (Specify below) \$ na

TOTAL \$ 5493.11

Damaged vehicle (if applicable)

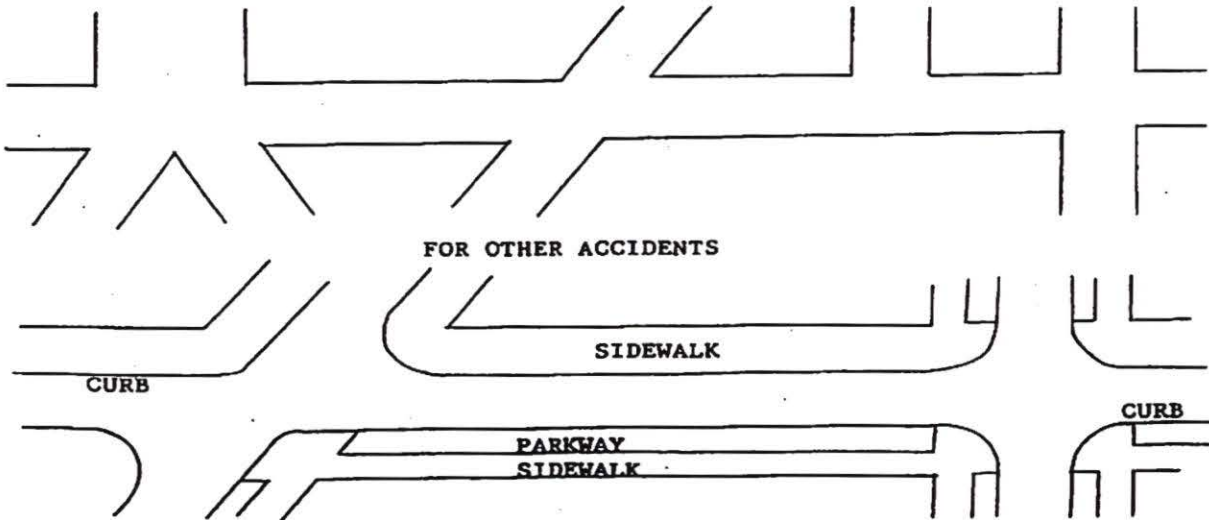
Make: Nissan Model: Rogue Year: 2015 Mileage: see photo

Names and addresses of witnesses, doctors and hospitals: _____

na

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

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



SIGNATURE OF CLAIMANT Sheila Dennis / Allstate DATE 12-12-16

DATE RECEIVED 12-15-16

RECEIVED BY JMD.

CLAIM NO. 20-16.

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

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

SIGNED _____

DATE: _____

ADDRESS: _____

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

POLICE # C16-19521
 ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident	<input type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number P0X7FT5	Document Override Number
Agency Accident Number		Police Number C16-19521		
4 - Accident Date 10/08/2016	5 - Time of Accident (Military Time) 1450	6 - Total Units 2	7 - Total Injured 0	8 - Total Killed 0
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61 CITY	11 - Accident Location PRIVATE-PROPERTY		
14 - On Hwy No.	14 - On Street Name PRIVATE PROPERTY	14 - Bus/Fmt/Rmp	15 - Est. Dist F/Mi	15 - Hwy. Dir
16 - Fr/Al Hwy No.	16 - From/Al Street Name NEW JERSEY AVE	16 - Business/Frontage/Ramp		
17 - Structure Type H	17 - Structure Number 2026	12 - Latitude 43.746791	13 - Longitude -87.732059	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision REAR-TO-REAR		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type BLACKTOP (BITMINOUS) - 2	
115 - Traffic Way PARKING-LOT-OR-PRIVATE-PROPERTY				
117 - Relation To Roadway PARKING-LOT-OR-PRIVATE-PROPERTY				
114 - Light Condition DAYLIGHT		116 - Road Surface Condition DRY		118 - Weather CLEAR
<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Government Property	<input type="checkbox"/> Fire	<input type="checkbox"/> Photos Taken	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Truck, Bus, or Hazardous Materials	<input type="checkbox"/> Load Spillage	<input type="checkbox"/> Construction Zone	<input type="checkbox"/> Names Exchanged	
101 <input type="checkbox"/> Supplemental Reports	102 <input type="checkbox"/> Witness Statements	103 <input type="checkbox"/> Measurements Taken	79 - E M S Number	

Operator/Pedestrian

Und Status	81 - Most Harmful Event, Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel EAST	24 - Speed Limit N/A
36 - Operating as Classified D	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number W5341013872400	30 - State WI	33 - Expiration Year 2021	34 - On Duty/Accident
25 - Operator's Last Name WINDLOH	25 - First Name NICOLA	25 - Middle Initial ANGELA	25 - Suffix
32 - Date Of Birth 06/24/1938	33 - Sex F		
26 - Address Street & Number 2546 CROSS CREEK DR # C			26 - PO Box
27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number 920-458-7298
39 - Seat Position FRONT-SEAT-LEFT	40 - Safety Equipment RESTRAINT-USE-UNKNOWN		
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 <input type="checkbox"/> Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing BACKING-MANEUVER	120 - Traffic Control NO-CONTROL	62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	

91 - Drugs Reported
124 - Highway Factors VISIBILITY-OBSCURED

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE	Vehicle Type PASSENGER-CAR	22 - Total Occupants 1			
	66 - License Plate Number 943WPS	67 - Plate Type AUT	68 - State WI	69 - Exp Year 2017	65 - Vehicle Identification Number JN8AS5M99FW754395	
	50 - Year 2015	51 - Make NISS	52 - Model ROGUE SELE	53 - Body Style LL	54 - Color GRY	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage MIDDLE DRIVER SIDE, REAR DRIVER SIDE					
	95 - Extent Of Damage MODERATE	96 <input type="checkbox"/> Vehicle Towed Due To Damage	97 - Vehicle Removed By OPERATOR			
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name MONDLOCH	46 - First Name CECELIA	46 - Middle Initial ANGELA	46 - Suffix	Date Of Birth 06/24/1938	
	46 - Company Name					
	47 - Address Street & Number 2546 CROSS CREEK DR # C			47 - PO Box		
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-458-7298		

Insurance

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

School Bus

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

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel NORTH	24 - Speed Limit N/A
36 - Operating as Classified O	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Operator/Pedestrian Last Name VAN DER VAARD			
25 - Operator/Pedestrian First Name REBECCAH			
32 - Date Of Birth 03/27/1981	33 - Sex M		
26 - Address Street & Number 6666 S 12TH ST			26 - PO Box

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number 920-889-6666	
	39 - Seat Position FRONT-SEAT-MIDDLE			40 - Safety Equipment RESTRAINT-USE-UNKNOWN	
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-EJECTED
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action
	119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL	
	64 - 1st Statute No.		64 - 2nd Statute No.		64 - 4th Statute No.
	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
	122 - Driver Factors NOT-APPLICABLE				
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN
91 - Drugs Reported					
124 - Highway Factors VISIBILITY-OBSURED					

Vehicle

VEHICLE 02	21 - Unit Type EQUIPMENT		Vehicle Type OTHER-WORKING-MACHINE			22 - Total Occupants 1
	56 - License Plate Number		57 - Plate Type	58 - State	59 - Exp Year	63 - Vehicle Identification Number DW624KZ627439
	50 - Year DEER	51 - Make DEER	52 - Model 624K	53 - Body Style LD	54 - Color YEL	100 - Skidmarks to Impact (F)
	94 - Vehicle Damage REAR					
	95 - Extent Of Damage VERY-MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	Date Of Birth					
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 2026 NRE JERSEY AVE				47 - PO Box	
48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number 920-459-3440	

Insurance

INS 02	63 - Liability Insurance Company NOT REQUIRED				60 <input type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

School Bus

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

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNITS 1 AND 2 WERE BOTH IN THE RECYCLING LOT/DROP OFF AREA AT 2026 NEW JERSEY AVE. UNIT 1 HAD PULLED IN AND UNLOADED, AND BEGAN BACKING OUT OF AREA. OPERATOR HAS SAID THEY CHECKED AND DID NOT SEE ANOTHER VEHICLE BEHIND THEM. UNIT 2, A LOADER, WAS MOVING DEBRIS AND MATERIAL, AND ALSO BEGAN BACKING, AND ALSO SAID THEY CHECKED, NOTHING SEEN BEHIND THEM, AND BEGAN TO BACK UP. BOTH THEN SAW ONE ANOTHER, AND NEITHER WAS ABLE TO AVOID THE CONTACT, AND UNIT 1 AND 2 HAD STRUCK. AREA'S VIEWS WERE OBSTRUCTED BY DEBRIS PILED HIGH, AND UNIT 2 SAID HE ALSO HAD ON A YELLOW FLASHING LIGHT. IT IS LIKELY NEITHER HAD A CLEAR VIEW OF EACH OTHER. PHOTOS TAKEN 265</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name HUIBREGTSE	125 - First Name KENT	125 - Middle Initial -	131 - Officer ID C265K	
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST				
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53061	128 - Telephone Number 920-459-3333	
	132 - Date Notified 10/08/2016	133 - Time Notified (Military Time) 1451	134 - Time Arrived (Military Time) 1456	135 - Date Of Report 10/08/2016	
	Agency Accident Number	Police Number C16-19521	19 - Special Study		
	18 - Agency Space				

Report Date: 12/12/2016

Payment Ledger

Policy Holder:	CECELIA MONDLOCH	Total Amount Paid	\$4,893.11
Participant:	CECELIA MONDLOCH	Medical Deductible:	\$0.00
Date of Loss:	10/08/2016	Co-payment Amount	\$0.00
Claim Number:	0431693787		

Payment/Credit Date	Payee/Payor	Check#		Amount
10/31/2016	VAN HORN HYUNDAI INC	12825	\$	4,893.11

VAN HORN HYUNDAI

Workfile ID:

f7278e9c

3512 WILGUS AVE, SHEBOYGAN, WI 53081

Phone: (920) 457-3608

FAX: (920) 459-4126

Supplement of Record 1 with Summary**Customer: MONDLOCH, CECELIA****Job Number:**

Written By: Chris Brunner, 10/28/2016 12:40:05 PM

Insured: MONDLOCH, CECELIA Policy #: 000911318752 Claim #: 000431693787D01
 Type of Loss: Collision Date of Loss: 10/8/2016 12:00 PM Days to Repair: 0
 Point of Impact: 08 Left Qtr Post (Left Side)

Owner:

MONDLOCH, CECELIA
 2546 CROSS CREEK DR APT C
 SHEBOYGAN, WI 53081-7469
 (920) 458-7298 Day

Inspection Location:

VAN HORN HYUNDAI
 3512 WILGUS AVE
 SHEBOYGAN, WI 53081
 Repair Facility
 (920) 457-3608 Business

Insurance Company:

ALLSTATE PROPERTY & CASUALTY
 CHICAGOLAND AUTO MCO
 SCHAUMBURG

VEHICLE

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

VIN: JN8AS5MV9FW754395 Interior Color: Mileage In: 7,571 Vehicle Out:
 License: 943-WPS Exterior Color: BEIGE Mileage Out:
 State: Production Date: 1/2015 Condition: Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows

Power Locks
 Power Mirrors

DECOR

Dual Mirrors
 Body Side Moldings

Tinted Glass

Console/Storage
 Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel

Rear Defogger
 Keyless Entry

Alarm

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISSA ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	R&I	LT Mirror assy w/o "Around View"				0.4	
3	S01 Repl	LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
4	* Repl	LKQ LT door assy +25%	H010A1VXMA	1	<u>750.00</u>	1.9	3.2
		Note: RHINE AUTO INNER SHELL IS COMPROMISED					
5		Add for Clear Coat					1.3
6	* R&I	LT Lower molding				<u>0.3</u>	
7	R&I	LT Belt w'strip				0.3	
8	R&I	LT Window regulator				0.5	
9	R&I	LT Door glass Nissan				0.6	
10	* R&I	LT Run w'strip				<u>0.3</u>	
11	R&I	LT R&I trim panel				0.5	
12	S01 Repl	LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01 Repl	LT Tape upper	80817JM00A	1	24.40	0.2	
14		REAR DOOR					
15	* Repl	LKQ LT Belt w'strip	82821JM70A	1		<u>0.3</u>	
16	* Repl	LKQ LT door assy +25%	H210A1VKMA	1	<u>500.00</u>	1.7	3.2
		Note: RHINE AUTO					
17		Overlap Major Adj. Panel					-0.4
18		Add for Clear Coat					0.6
19	* R&I	LT Lower molding				<u>0.3</u>	
20	* Repl	LKQ LT Window regulator	82721JM00A	1		<u>0.5</u>	
21	R&I	LT Door glass Nissan w/o tinted				0.6	
22	* R&I	LT Run w'strip				<u>0.2</u>	
23	* Repl	LKQ LT Upper hinge	824012Y90A	1		<u>0.3</u>	<u>0.3</u>
24		Add for Clear Coat					0.1
25	* Repl	LKQ LT Lower hinge	824214P00A	1		<u>0.3</u>	<u>0.3</u>
26		Add for Clear Coat					0.1
27	* Repl	LKQ LT Handle, outside escutcheon chrome	80645JG01A	1			
28	S01 Repl	LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01 Repl	LT Tape front	82817JM01A	1	23.71	0.2	
30	* S01 Repl	LT Tape rear #1	NOT USED	1	<u>23.09</u>	0.2	
31		QUARTER PANEL					
32	* Repl	LKQ LT quarter panel +25%	G81011VKMA	1	<u>437.50</u>	16.0	3.2
		Note: RHINE AUTO					
33		Overlap Major Adj. Panel					-0.4
34	* Repl	Add for Clear Coat					0.6
35	R&I	LT Quarter glass Nissan w/o tinted				1.4	
36		REAR BUMPER					

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISSA ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

37		O/H rear bumper			1.5
38	R&I	Bumper cover w/o Krom model			Incl.
39	FENDER				
40	Blnd	LT Fender			0.9
41	REAR LAMPS				
42	R&I	LT Tail lamp assy			0.3
43	#	Rpr Cut, Drill used quarter panel			3.0
44	#	Rpr Rough Pull quarter panel			1.5
45	FRONT BUMPER				
46	R&I	R&I bumper cover			1.4
47	FRONT LAMPS				
48	R&I	LT Headlamp assy			0.3
49	#	HAZARDOUS WASTE	1	2.00	
50	#	CORRSION	1		0.2
51	LIFT GATE				
52	R&I	R&I liftgate assy			1.1
SUBTOTALS				1,957.93	37.1 13.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,957.93
Body Labor	37.1 hrs @	\$ 56.00 /hr	2,077.60
Paint Labor	13.0 hrs @	\$ 56.00 /hr	728.00
Paint Supplies	13.0 hrs @	\$ 36.00 /hr	468.00
Subtotal			5,231.53
Sales Tax	\$ 5,231.53 @	5.0000 %	261.58
Grand Total			5,493.11
Deductible			600.00
CUSTOMER PAY			600.00
INSURANCE PAY			4,893.11

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
5	*	Repl LKQ LT Handle, outside w/o Intelligent Key chrome	80640CA012	1		-0.4	
Added Items							
3	S01	Repl LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
12	S01	Repl LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01	Repl LT Tape upper	80817JM00A	1	24.40	0.2	
28	S01	Repl LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01	Repl LT Tape front	82817JM01A	1	23.71	0.2	
30	*	S01 Repl LT Tape rear #1	NOT USED	1	23.09	0.2	
SUBTOTALS					268.43	1.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			268.43
Body Labor	1.0 hrs @	\$ 56.00 /hr	56.00
Subtotal			324.43
Sales Tax	\$ 324.43 @	5.0000 %	16.22
Total Supplement Amount			340.65
NET COST OF SUPPLEMENT			340.65

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	5,152.46	Chris Brunner
Supplement S01	340.65	Chris Brunner
Job Total:	\$ 5,493.11	
CUSTOMER PAY:	\$ 600.00	
INSURANCE PAY:	\$ 4,893.11	

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.

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3621, CCC Data Date 10/17/2016, and potentially other third party sources of data; and (b) the parts presented 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 data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Supplement of Record 1 with Summary

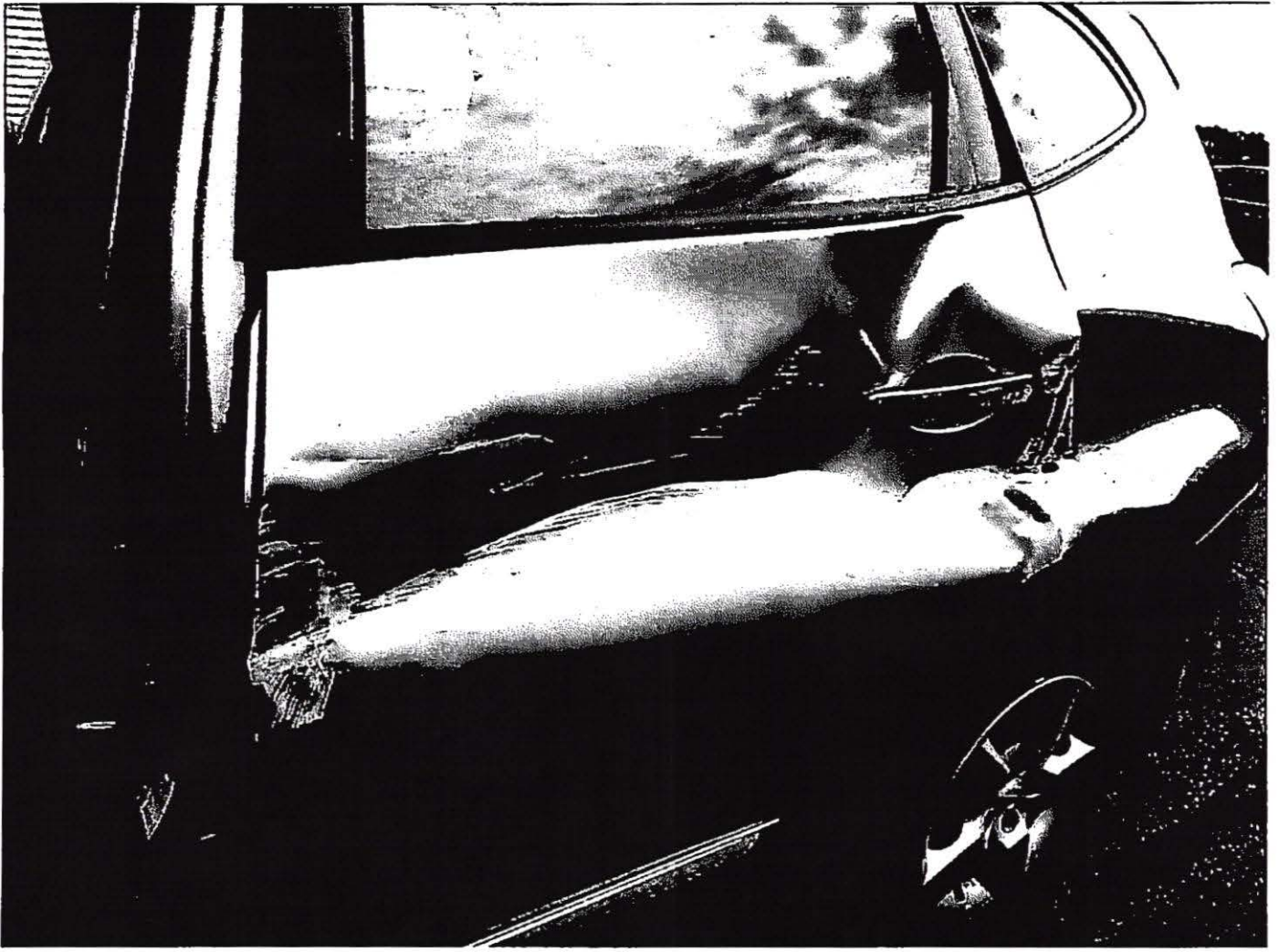
Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.







SHEBOYGAN, WI

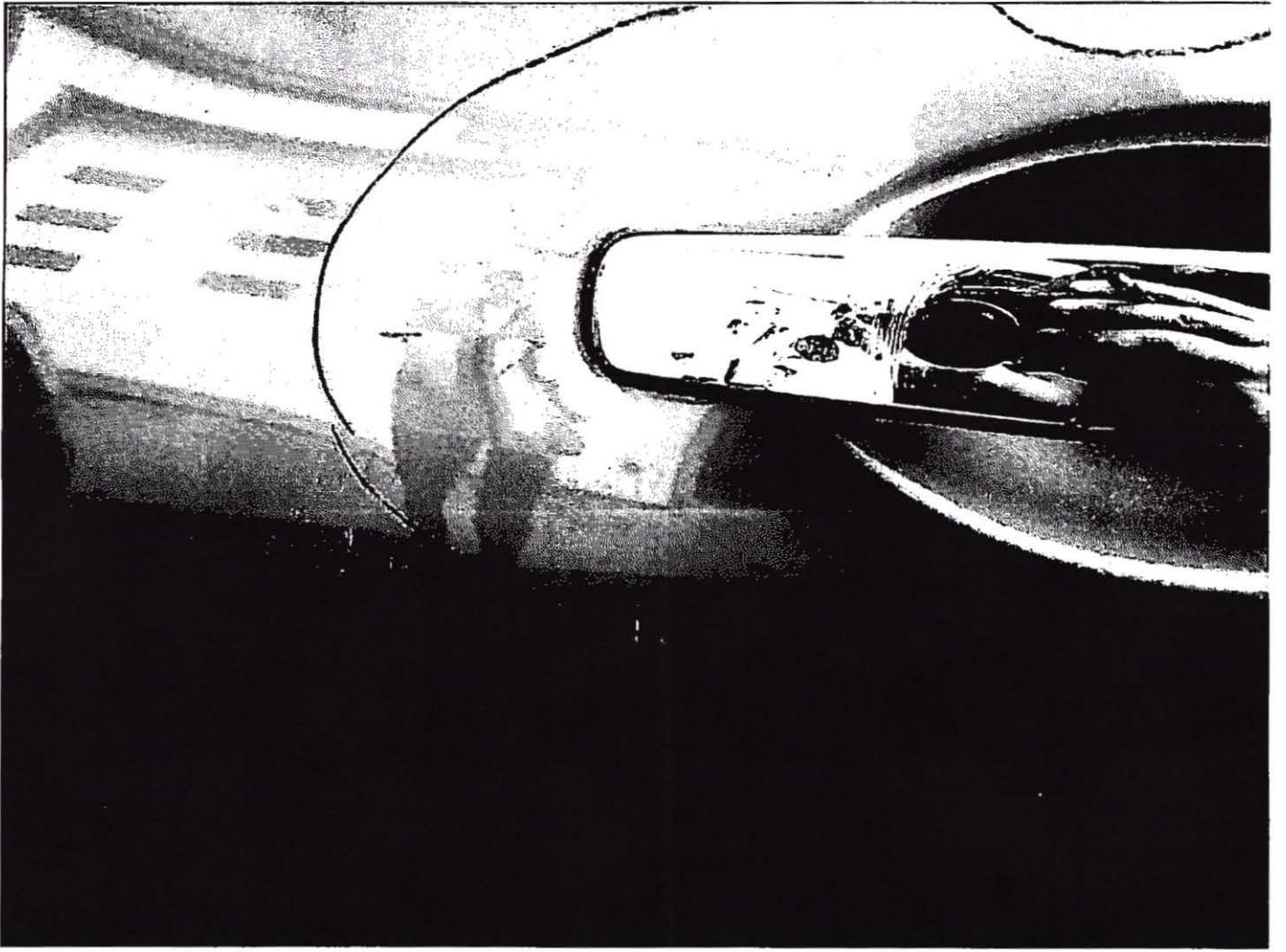
WISCONSIN

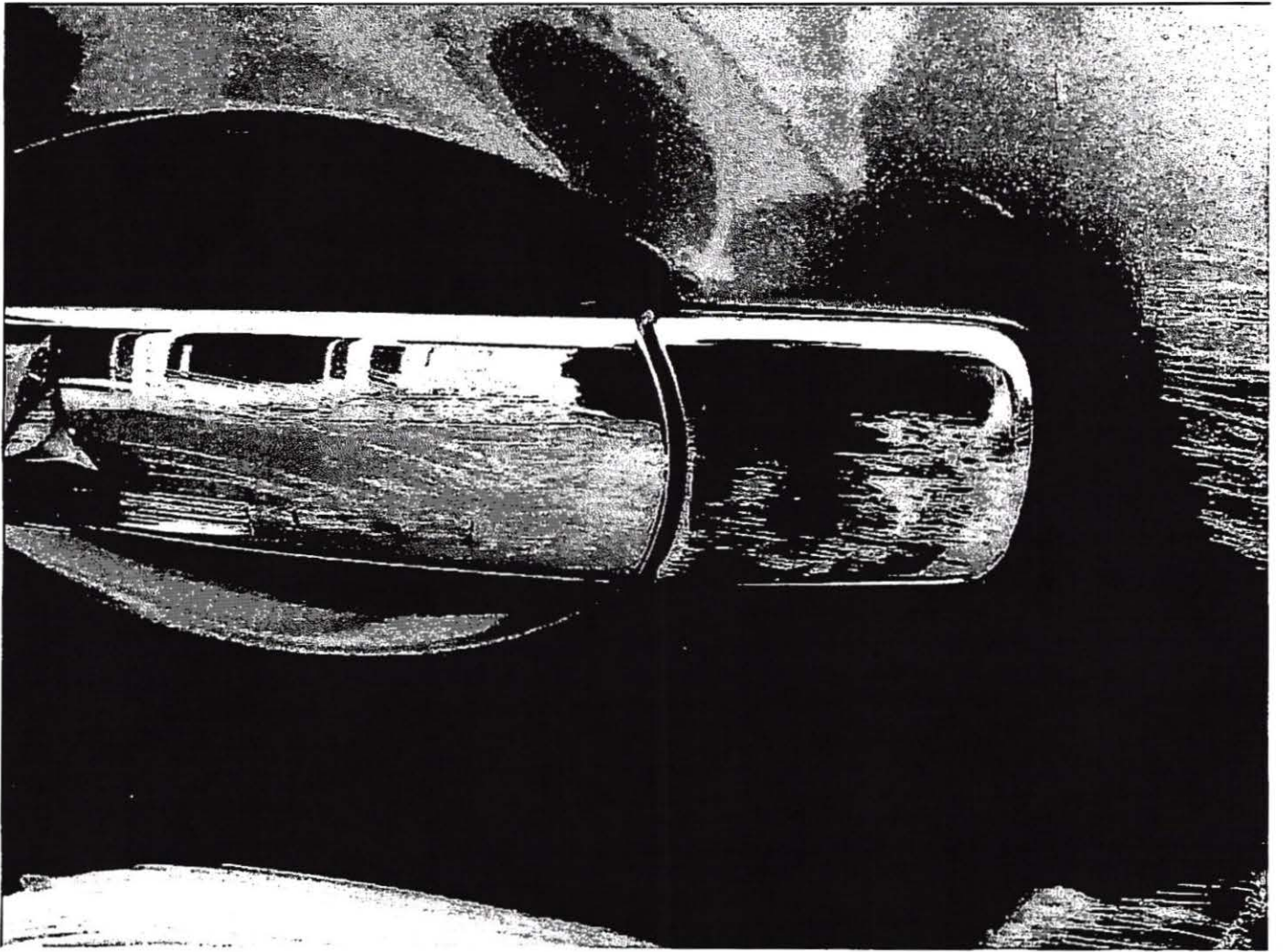
943-WPS

MOTORVILLE

N
I
S
S
A
N

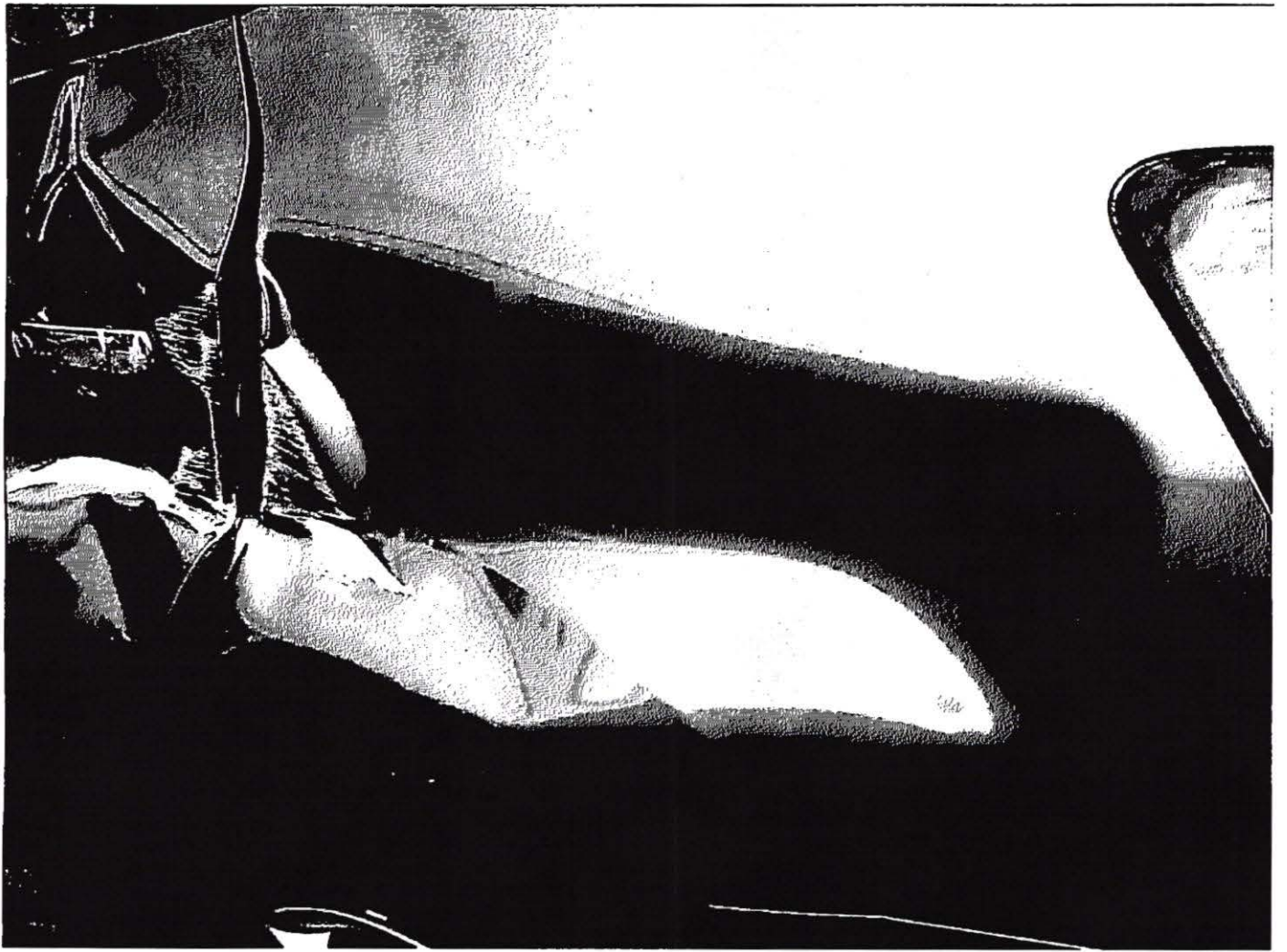
V
O
L
K
S
W
A
G
E
N





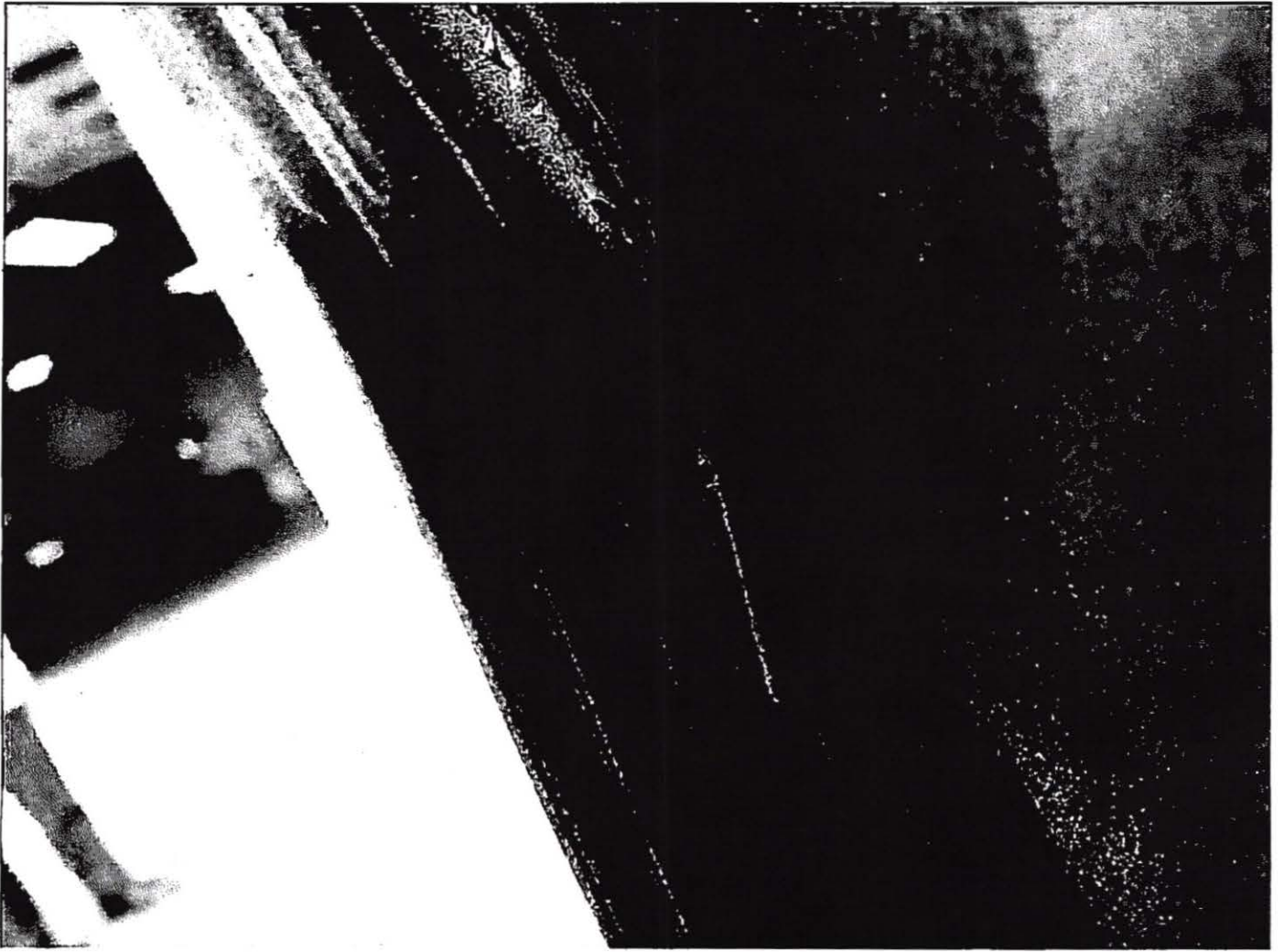


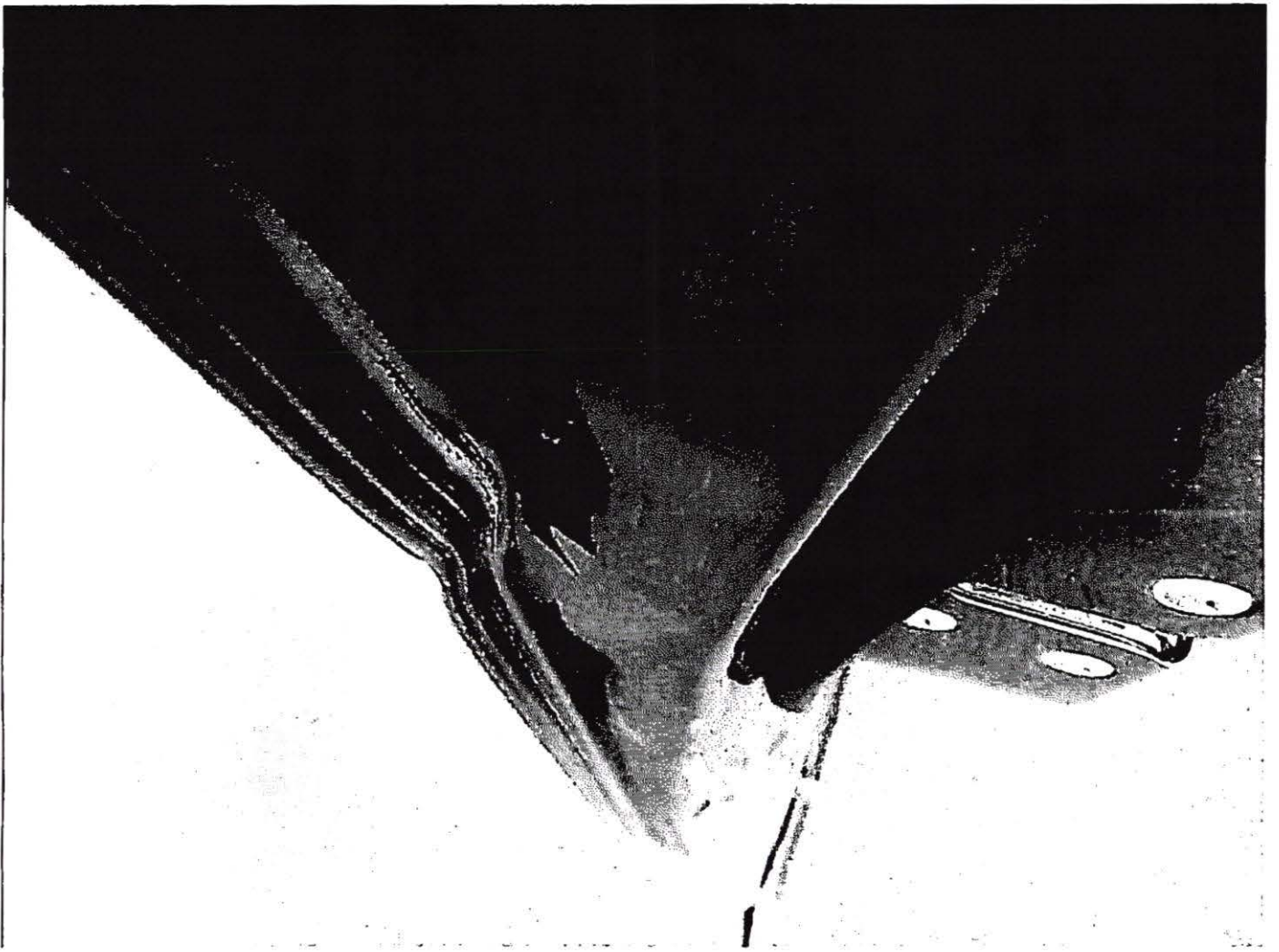




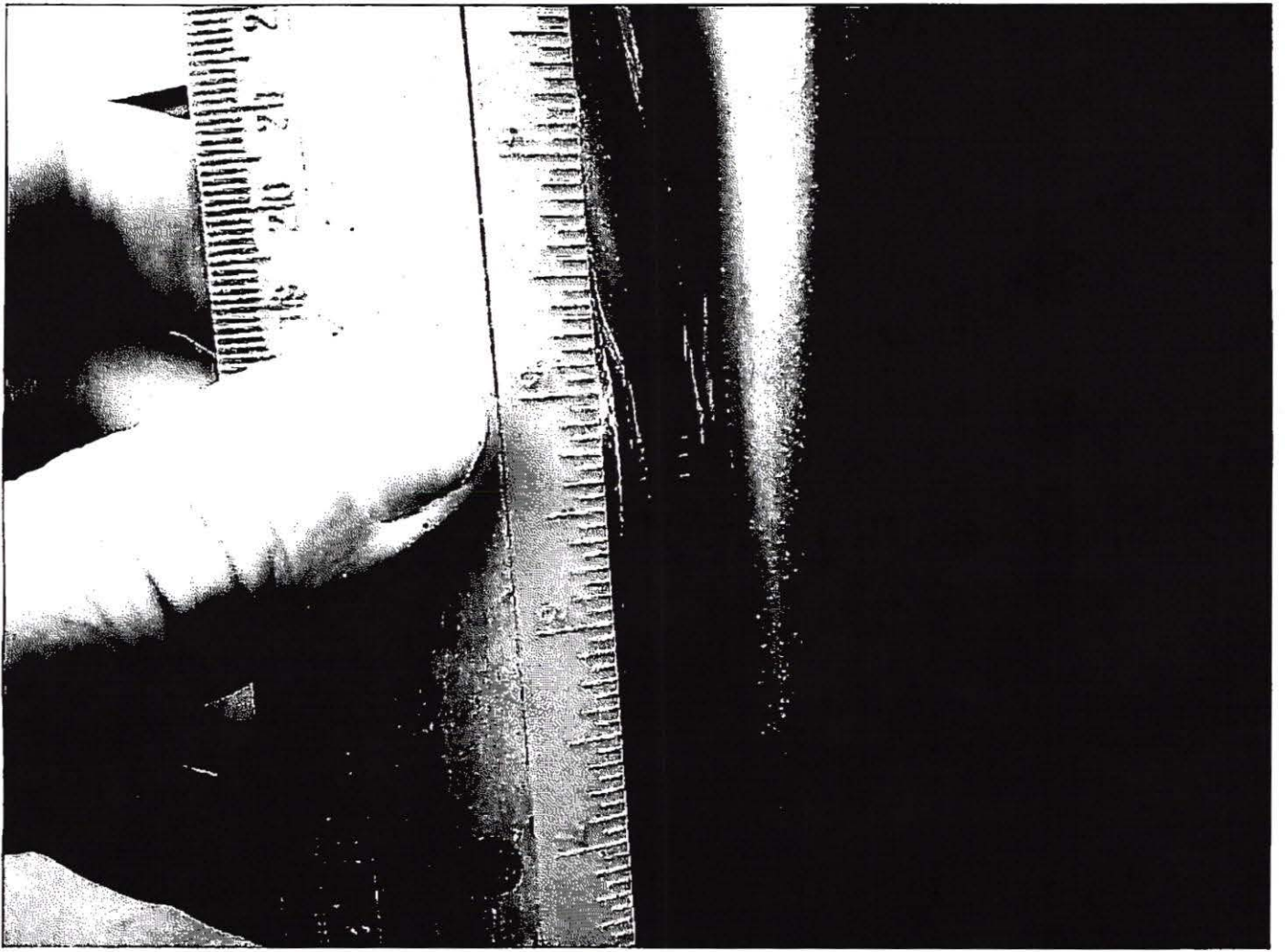




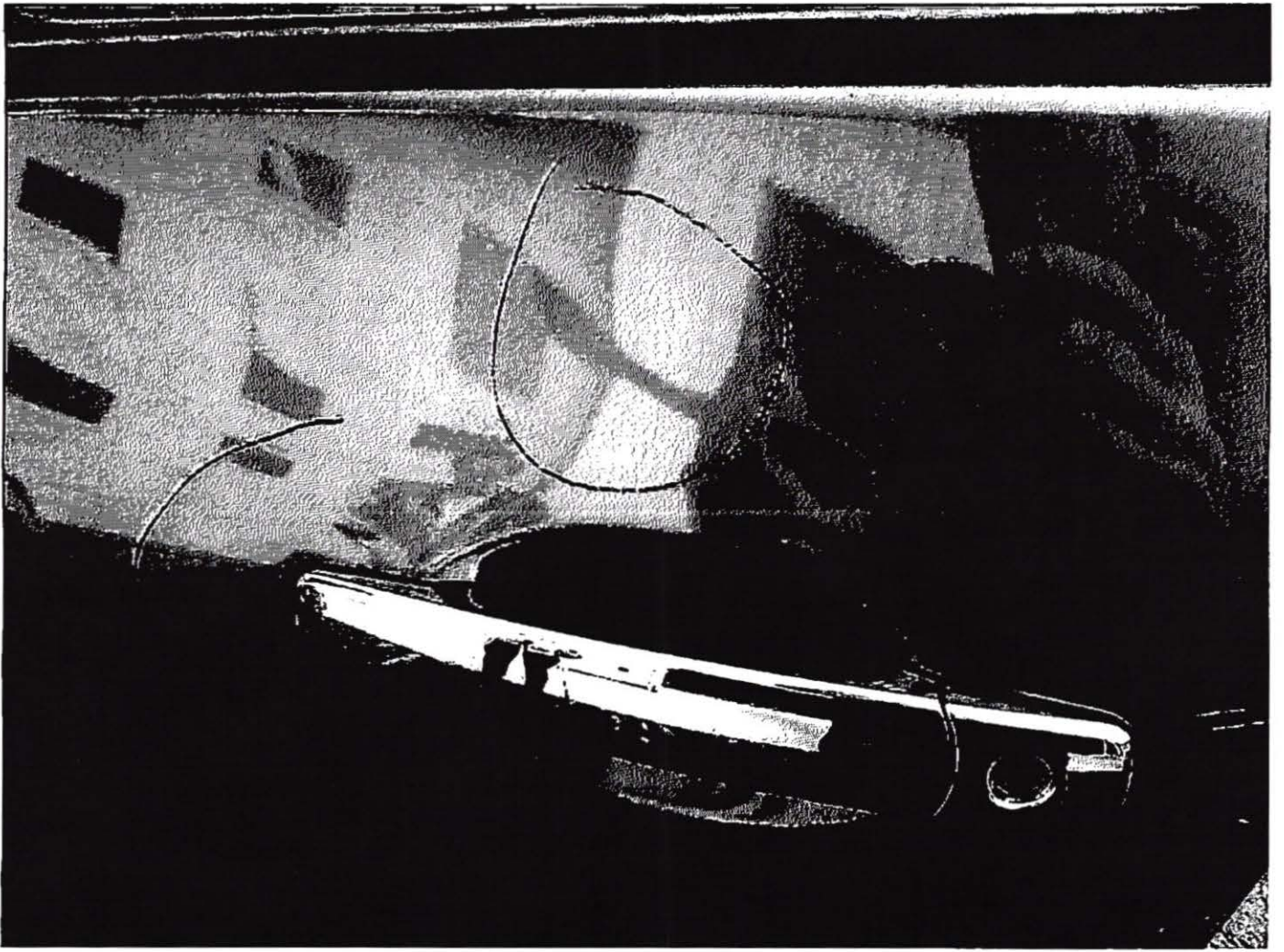






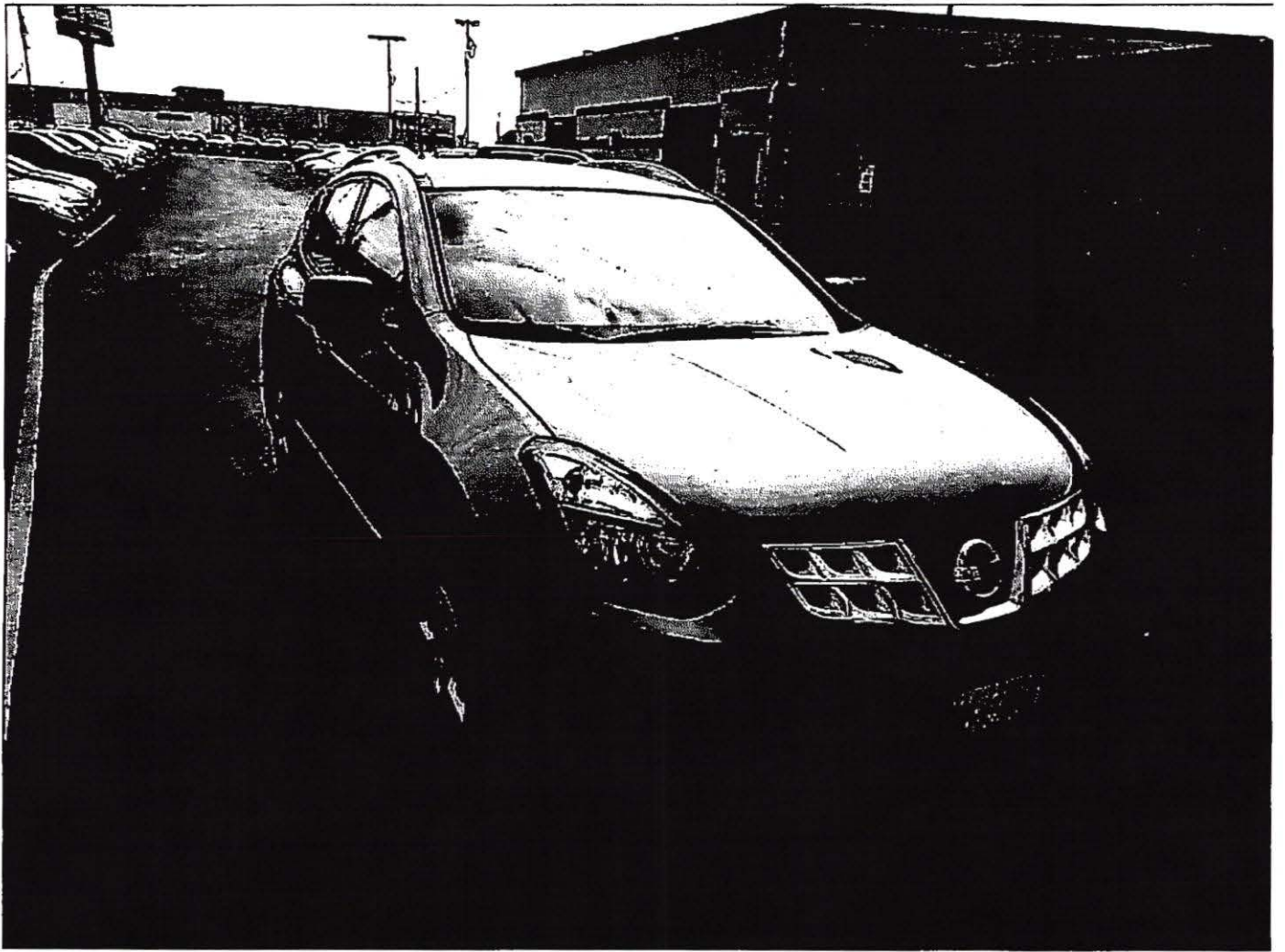




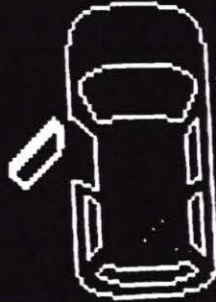








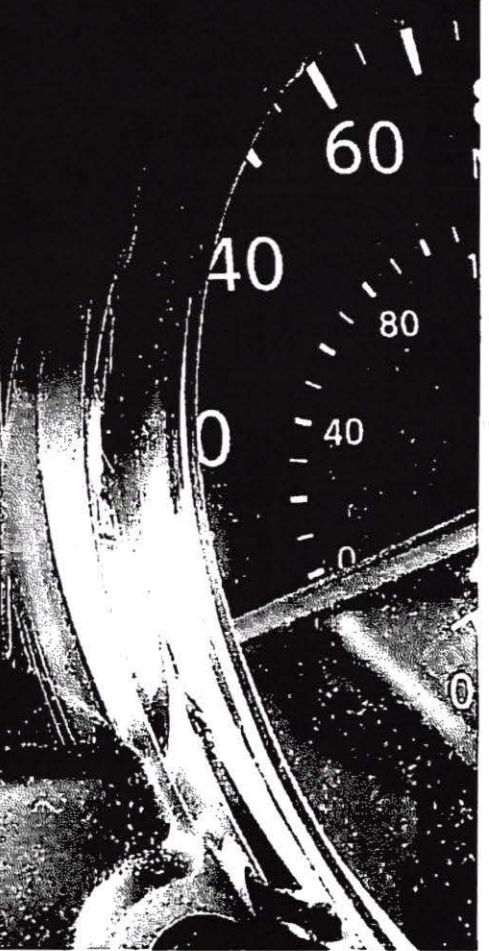
68°F

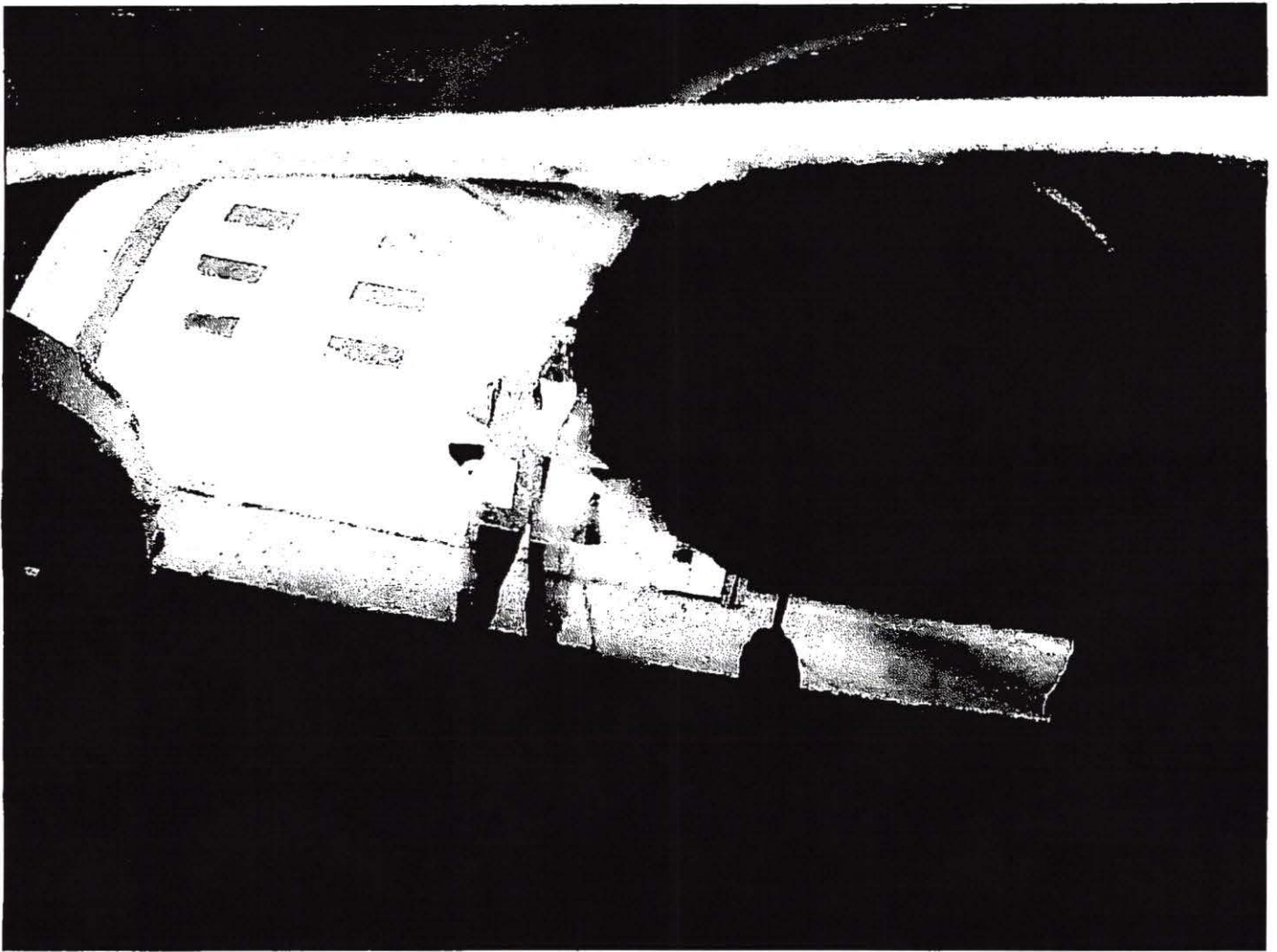


7571 miles

B 1038.6 miles

P **R** **N** **D** **L**





CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 187-16-17 is a claim from Timothy Quinn for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on December 16, 2016. The claim is for \$1,528.29 in alleged damages when a city garbage truck backed into Mr. Quinn's parked vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session

ATTACHMENTS:

- I. R. O. No. 187-16-17

II

3.4

R. O. No. 187 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a claim from Timothy Quinn for alleged damages to his vehicle when a City garbage truck backed into his legally parked car.

Inance

City Clerk

DEC 16 '16 PM12:44

December 13, 2016

City of Sheboygan
Clerk's Office
828 Center Ave #100
Sheboygan, WI 53081

Enclosed:

City of Sheboygan Notice of Damage or Injury Claim Form

Wisconsin Motor Vehicle Accident Report P0X9NHB

Damage Estimate: Dean's Auto Body Inc.

Damage Estimate: Dick Brantmeier Ford-Lincoln-Mercury

DATE RECEIVED 12-16-16

RECEIVED BY MMD

CLAIM NO. 21-16

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: Timothy Quinn
- 2. Home address of Claimant: 2227 Kohls Ct, Sheboygan, WI 53081
- 3. Home phone number: (920) 452-3941
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 11/08/2016 12:38 pm

6. Where did damage or injury occur? (give full description) Kohls Ct., City of Sheboygan, on roadway

7. How did damage or injury occur? (give full description) City of Sheboygan owned garbage truck 2013 PTRB vin#3BPZLSOXIDF176541 backed into legally parked 2008 Ford F150 vin#1FTPW14V98FA24833 owned by claimant. Police report indicates rear-end collision to claimant front bumper.

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

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

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

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

(a) Public property alleged to be dangerous: N/A

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

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

NO INJURIES Damage to claimant vehicle is the front bumper and hood. (2 repair estimates included)

11. Name and address of any other person injured: NO INJURIES

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

Auto:	\$ <u>1,528.29</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>1,528.29</u>

Damaged vehicle (if applicable)

Make: Ford Model: F150 Year: 2008 Mileage: 91,000

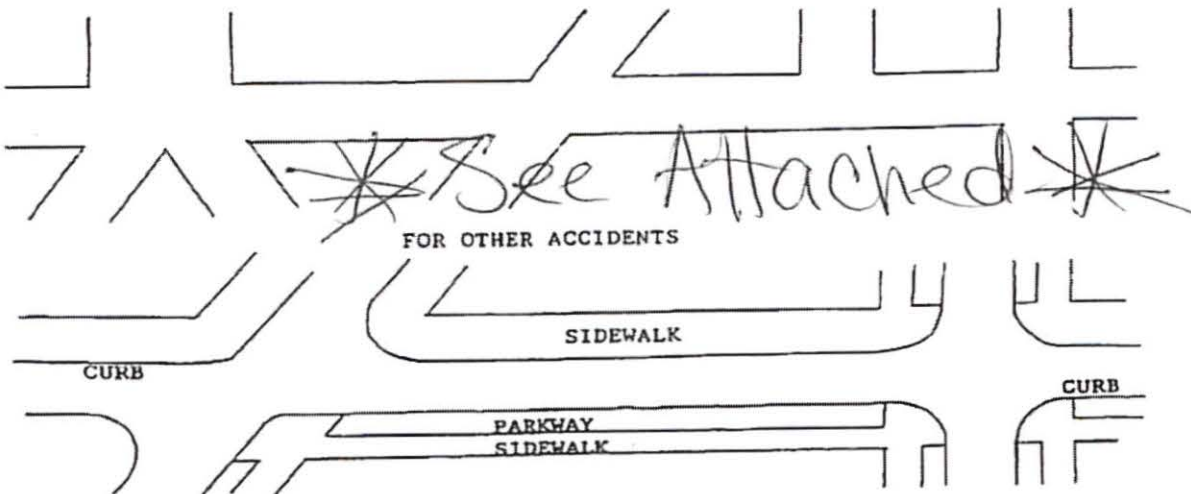
Names and addresses of witnesses, doctors and hospitals: _____

Sheboygan Police Dept, Officer Tim McMullen C229T
1315 N 23rd, Sheboygan WI 53081

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.

Attached

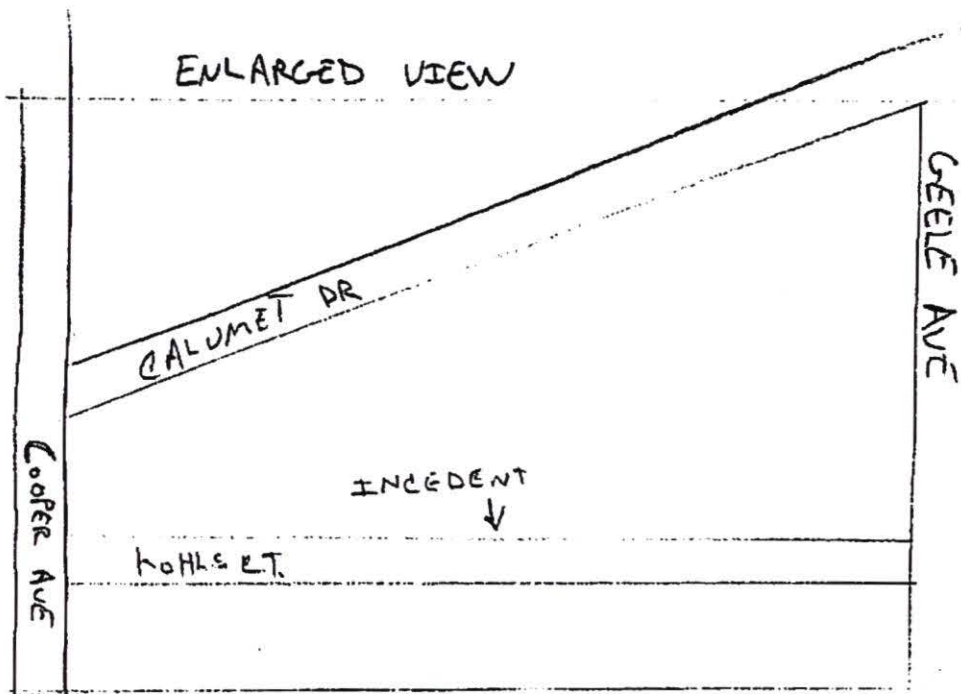
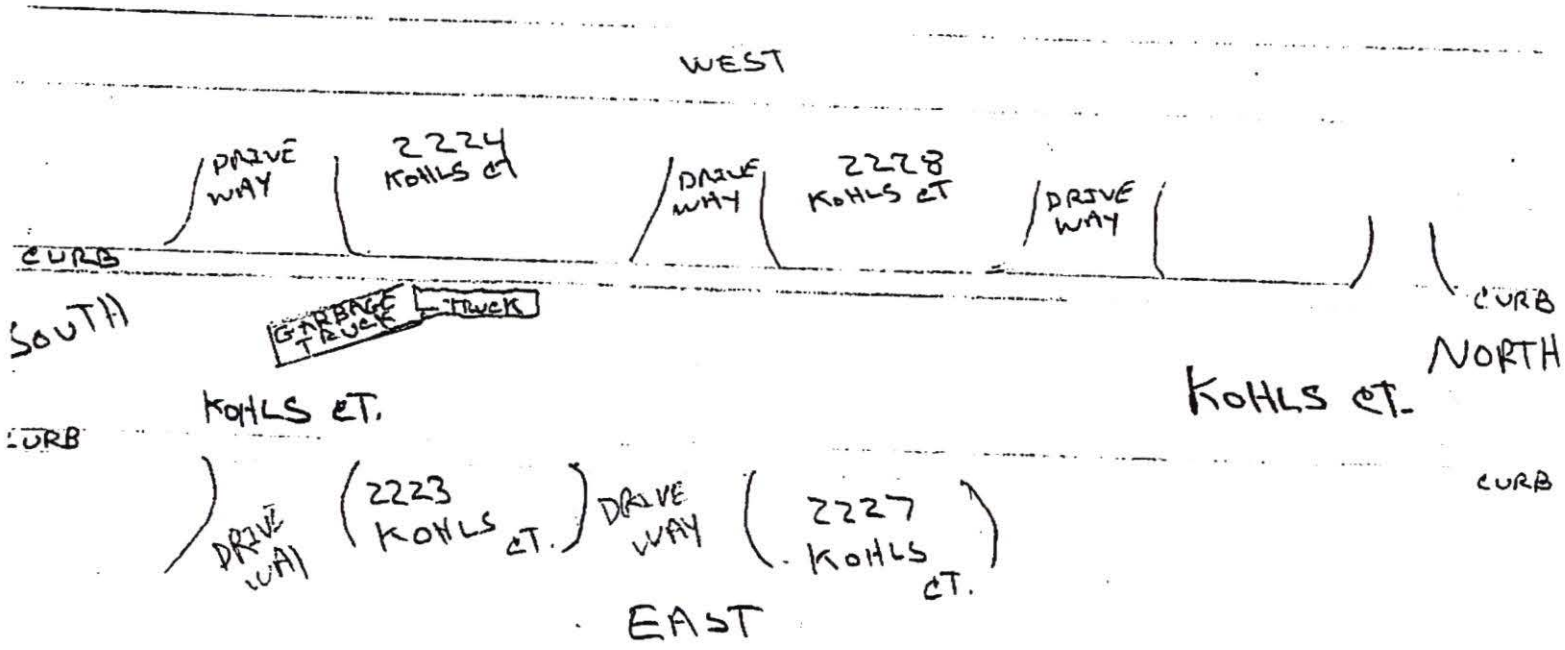
NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Timothy J Zuni

DATE 12-06-16



DATE RECEIVED 12-16-16

RECEIVED BY MMD

CLAIM NO. 21-16

CLAIM

Claimant's Name: Timothy Quinn

Auto \$ 1528.89

Claimant's Address: 2227 Kohls Ct
Sheboygan, WI 53081

Property \$ _____

Claimant's Phone No. (920) 452-3941

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ 1528.89

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 \$ 1528.89.

SIGNED Timothy Quinn

DATE: 12-06-16

ADDRESS: 2227 Kohls Ct.
Sheboygan, WI 53081

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

**Wisconsin Motor Vehicle
Accident Report** MV4000e 01/2005

POX9NHB

PK2012

POLICE # C16-21538

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POX9NHB		Document Override Number	
Agency Accident Number				Police Number C16-21538					
4 - Accident Date 11/08/2018		5 - Time of Accident (Military Time) 1238		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59			3 - Municipality SHEBOYGAN - 61, CITY			11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name KOHL'S CT			14 - Bus/Fmt/Rmp		15 - Est. Distance 211 FT		15 - Hwy Dir SOUTH
16 - Fr/At Hwy No		16 - From/At Street Name COOPER AVE			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.769310		13 - Longitude -87.730739			
80 - First Harmful Event PARKED MOTOR VEHICLE				93 - Manner of Collision REAR-END					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLOUDY			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" 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 L - LEGALLY PARKED		81 - Most Harmful Event Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel		24 - Speed Limit 25	
38 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name			25 - First Name		25 - Middle Initial	25 - Suffix	
32 - Date Of Birth		33 - Sex					

26 - Address Street & Number						26 - PO Box	
27 - City			27 - State	27 - Zip Code		28 - Telephone Number	
39 - Seat Position						40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST	
38 - Injury Severity		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-APPLICABLE		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Exhausted NOT-APPLICABLE		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing LEGALLY-PARKED			120 - Traffic Control NO-CONTROL			62 - No of Citations Issued	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors NOT-APPLICABLE							
88 - Driver or Pedestrian Cond			89 - Substance Presence				
90 - Alcohol Test			90 - Alcohol Content		91 - Drug Test		
91 - Drugs Reported							

OPERATOR/PEDESTRIAN 01

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number 410 FOREST BLVD				28 - PO Box	
	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number (920) 254-3109 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 BACKING-MANEUVER		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors UNSAFE-BACKING					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST NOT GIVEN	
91 - Drugs Reported						
124 - Highway Factors NOT-APPLICABLE						

Vehicle

VEHICLE 02	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-(INSERT TRUCK)			22 - Total Occupants 2
	56 - License Plate Number 88070		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3BPZLS0X1DF176541
	50 - Year 2013	51 - Make PTRB	52 - Model	53 - Body Style GG - GARBAGE OR	54 - Color WHI	100 - Skidmarks to Impact (Ft) 0
	94 - Vehicle Damage NONE					
	95 - Extent Of Damage NONE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	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 CITY OF SHEBOYGAN					
	47 - Address Street & Number 828 CENTER AVE				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number (920) 450-3309 EXT.

Insurance

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

**Wisconsin Motor Vehicle
Accident Report** MV4000a 01/2005

POX9NHB

PK2012

OFFICER INFORMATION	125 - Officer Last Name MCMULLEN		125 - First Name TIM	125 - Middle Initial	131 - Officer ID C229T	
	129 - Law Enforcement Agency No. 5981		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST					
	127 - City SHEBOYGAN		127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 EXT.	
	132 - Date Notified 11/08/2016	133 - Time Notified (Military Time) 1305	134 - Time Arrived (Military Time) 1311		135 - Date Of Report 11/08/2016	
	18 - Agency Space		C16-21538		19 - Special Study	
	18 - Agency Space					

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 ***

11/10/2016 08:03 PM

Owner

Owner: Tim Quinn
Address: 2227 Kohls Ct
City State Zip: Sheboygan, WI 53083

Home/Day: (920) 452-3941
Home/Evening: (920) 207-7954
FAX:

Inspection

Inspection Date: 11/10/2016 07:59 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Front
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: 4*

Remarks

*** Original Estimate ***

Vehicle

2008 Ford F-150 FX4 4 DR Crew Cab Stepside Short Bed
8cyl Gasoline 5.4
4 Speed Automatic

Lic. Plate: 774-4963
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: REDFIRE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: G2

Lic State: WI
VIN: 1F1T W1A V98FAZ4833
Mileage: 90,650
Mileage Type: Actual
Code: P8024D
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Alarm System

AM/FM CD Player
Aluminum/Alloy Wheels

Air Conditioning
Anti-Lock Brakes

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

*** PRELIMINARY ESTIMATE ***

11/23/2016 0...

Inspection

Inspection Date: 11/23/2016 03:28 PM

Inspection Type:

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

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

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 5

Vehicle

2008 Ford F-150 FX4 4 DR Crew Cab Short Bed
 8cyl gas 5.4 liter flex
 4 Speed Automatic

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

VIN: 1FTPW14V98FA24833
 Mileage: 96,200
 Mileage Type: Actual
 Code: P8024C
 Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Cruise Control	Dual Airbags
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry Keypad	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Bench Seat	Rear Step Bumper
Skid Plates	Split Front Bench Seat	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Velour/Cloth Seats
Wheel Lip Moldings		

Damages

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

Front Bumper

1	E	11	Bumper,Front	6L3Z17757BA	\$390.49	2.7	SM
2	I	50	Cvr,Front Bumper Upr	Repair		3.0*	SM
3	L	50	13 Cvr,Front Bumper Upr	Refinish		2.8	RF
				1.8 Surface			
				0.6 Two-stage setup			
				0.4 Two-stage			

Front Body And Windshield

4	I	83	Panel,Hood Aluminum	Repair		2.0*	SM
5	L	83	Panel,Hood	Refinish		3.6	RF
				3.0 Surface			
				0.6 Two-stage			

Manual Entries

6	EC	M14	Corrosion Protection	Replace Economy		0.1*	SM
7	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*		SM
8	EC	M60	Hazardous Waste Removal	Replace Economy	\$3.00*		SM
8	Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$390.49
Other Parts	\$8.00
Paint & Materials	6.5 Hours @ \$36.00 \$234.00
Parts & Material Total	\$632.49
Tax on Parts & Material	@ 5.000% \$31.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	2.7	5.0	7.7	\$446.60	
Mech/Elec (ME)	\$85.00					
Frame (FR)	\$60.00					
Refinish (RF)	\$58.00	6.5		6.5	\$377.00	
Labor Total				14.2 Hours		\$823.60
Tax on Labor		@ 5.000%			\$41.18	
Gross Total						\$1,528.89
Net Total						\$1,528.89

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

Audatex Estimating 8.0.035 ES 11/23/2016 03:33 PM REL 8.0.035 DT 10/01/2016 DB 11/15/2016
 © 2016 Audatex North America, Inc.

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

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

Op Codes

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



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

© 2016 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



Auto Locking Hubs (4WD)	Camper/Towing Package	Cruise Control
Dual Airbags	Electronic Transfer Case	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	Overhead Console
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Step Bumper	Skid Plates
Split Front Bench Seat	Stepside Bed	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Tutone Paint	Velour/Cloth Seats
Wheel Lip Moldings		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	11		Bumper,Front	6L3Z17757BA	\$390.49			2.7	SM
2	I	50		Cvr,Front Bumper Upr	Repair				1.5*	SM
3	L	50	13	Cvr,Front Bumper Upr	Refinish				2.8	RF
					1.8 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
4	E	1284		Nut,Frt Bumper	MULTI-PART	\$17.00			INC	SM
5	E	39		Spoiler,Lower Front	6L3Z17626BAA	\$81.24			INC	SM
6	E	1355		Retainer,Front Bumper LT	4L3Z17C886CB	\$30.58				SM
7	E	1356		Retainer,Front Bumper RT	4L3Z17C886CB	\$30.58				SM
8	RI	32		Panel,Frt Bmpr License	R & I Assembly				INC	SM
9	I	33		Hook,Front Bumper Tow LT	Repair				0.5*	SM
10	E	21		Brkt,Front Lic Plate	1L2Z17A386AA	\$10.23			0.2	SM
Manual Entries										
11	EC			Flex Additive	Replace Economy	\$6.50*				RF
12	N			De-Nib and polish	Additional Labor					SM*
13	N			Hazad, waste	Additional Labor	\$5.00*				SM
14	L			Tow Hook Ref.	Refinish				0.5*	RF*
14	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$560.12
Other Parts	\$11.50
Paint & Materials	3.3 Hours @ \$38.00 \$125.40
Parts & Material Total	\$697.02
Tax on Parts & Material	@ 5.000% \$34.85

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.9	2.0	4.9	\$284.20
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	3.3		3.3	\$191.40
Labor Total				8.2 Hours	\$475.60

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 192-16-17 is a claim from Allen Brotz for alleged damages to his mail box.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The claim was received on December 19, 2016. The claim is for \$480.89 in alleged damages to claimant's mailbox that occurred during snow plowing operations.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 192-16-17

II

3.1

R. O. No. 192-16-17. By CITY CLERK. January 3, 2017.

Submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it.

Trace

City Clerk

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 22-16.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 17 15 4 13 AM

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: Allen Brotz

2. Home address of Claimant: 1822 Tivoli Lane

3. Home phone number: 920 918 6599

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

5. When did damage or injury occur? (date, time of day) Between 12/12 + 12/15 ^{on} Vacation

6. Where did damage or injury occur? (give full description) Mail Box

7. How did damage or injury occur? (give full description) Snow Plow Hit Mail Box (2nd Time in 15 years)

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

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

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

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

(a) Public property alleged to be dangerous: N/A

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

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

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: \$ 333.89

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 333.89

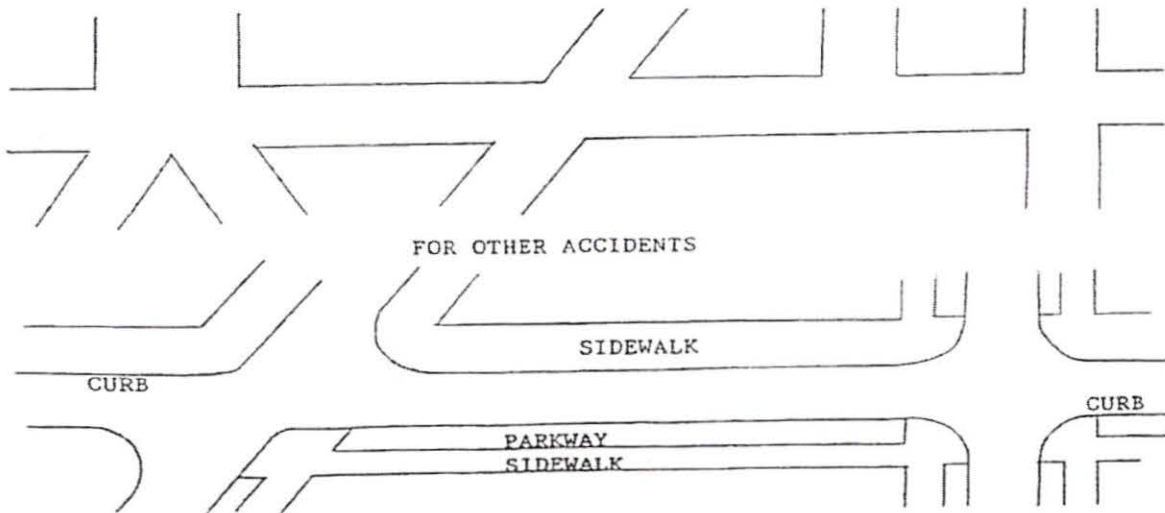
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Allen B. J. DATE 12-19-16

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name:	<u>Allen Brotz</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>1822 Tivol Lane</u>	Property	\$ <u>333.89</u>
		Personal Injury	\$ <u> </u>
Claimant's Phone No.:	<u>920-918-6599</u>	Other (Specify below)	\$ <u> </u>
			TOTAL \$ <u>333.89</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 \$ 333.89.

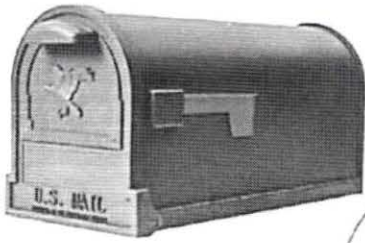
SIGNED Allen Brotz DATE: 12-19-16

ADDRESS: 1822 Tivol Lane Sheb WI 53081

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

App-only Flash Deal exclusive to Amazon app

[Back to search results for "bronze mailbox"](#)



[Click to open expanded view](#)

FTax

Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000

by Gibraltar

133 customer reviews

19 answered questions

List Price: \$68.99

Price: **\$48.99** FREE Shipping for Prime members once available

You Save: \$20.00 (29%)

Temporarily out of stock.

Order now and we'll deliver when available. We'll e-mail you with an estimated delivery date as soon as we have more information. Your account will only be charged when we ship the item.

Ships from and sold by Amazon.com. Gift-wrap available.

Color Name: **Bronze**



- Large size provides generous capacity for multiple parcels
- Powerfully built with galvanized steel for strength and durability
- Powder-coat finish in a beautiful bronze color provides resistant to outside elements
- Easily installs onto a variety of Gibraltar posts including the ES200VB0
- Made in the USA

[See more product details](#)

[Compare with similar items](#)

Used & new (23) from \$41.64

[Report incorrect product information](#)

"Alexa, order a Lutron smart lighting control kit."

Get 25% off a Lutron Smart Light Control Kit, only when you order with Alexa. [Learn more](#)

[Share](#)

Buy new: \$48.99

Qty: 1

[Add to Cart](#)

[Turn on 1-Click ordering for this browser](#)

Ship to:

Sherry Brotz - Sheboygan - 53081

Buy used: \$41.64

[Add to List](#)

Other Sellers on Amazon

\$63.32 [Add to Cart](#)

+ Free Shipping

Sold by: [Gatzies](#)

\$64.44 [Add to Cart](#)

+ Free Shipping

Sold by: [Ron's Home and Hardware](#)

\$56.70 [Add to Cart](#)

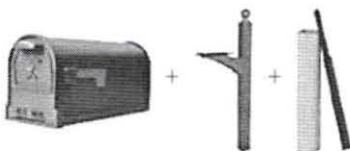
+ \$7.82 shipping

Sold by: [Supreme Hardware](#)

Used & new (23) from \$41.64

Have one to sell? [Sell on Amazon](#)

Frequently Bought Together



Total price: \$147.12

[Add all three to Cart](#)

[Add all three to List](#)

One of these items ships sooner than the other. [Show details](#)

This item: Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000 \$48.99

FTax

Home Depot > Gaines Manufacturing > Mailbox Post in Bronze > Keystone Aluminum Deluxe Mailbox Post in Bronze

Model # KDX-BRO | Item # 203110001



Save to List

Gaines Manufacturing Keystone Aluminum Deluxe Mailbox Post in Bronze

Write the first review | [Customer's & Reviews](#)

\$269.00 /each

+ Tax

Quantity - 1 +

Not in Your Store - We'll Ship It There

Add to Cart

Free Pickup

Available for pickup
December 28 - January 3

[Change Pickup Store](#)

We'll Ship It to You

Add to Cart

Free Shipping

Expect it
December 27

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to
GU PR VI

Easy returns in store and online
[Learn about our return policy](#)

Product Overview

The thoughtful design of the Keystone Series Deluxe Post makes it the ideal companion to the Keystone Series Mailbox. Its proportions were carefully configured to complement the design characteristics of the Keystone Series Mailbox for truly enhanced curb appeal. The Keystone Series Deluxe Post is constructed of rust-resistant aluminum and is powder coat finished to match Keystone Series Mailboxes. The post includes mounting beam, curved brace, end cap, and finial. Designed for in-ground installation. Mounting hardware and complete instructions are also included.

- All aluminum rust proof post for corrosion resistance
- Compatible with all Keystone Series Mailboxes
- Designed for in-ground installation
- Available address plaque sold separately
- Post, hardware, and installation instructions included
- Dimensions: 77.5 in. H x 22.75 in. W x 8 in. D x 22 lbs

Info & Guides

[View and Print Manual](#)

[Certification](#)

You will need Adobe® Acrobat® Reader to view PDF documents. [Click here](#) for a free copy from the Adobe Web site.

+ Tax

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 193-16-17 is a claim from Matt Moeller for alleged damages to his mail box.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The claim was received on December 22, 2016. The claim is for \$381.59 in alleged damages to claimant's mailbox that occurred during snow plowing operations.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 193-16-17

II

3.2

R. O. No. 193 - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it.

Invoice

City Clerk

DATE RECEIVED 12.22.16

RECEIVED BY MD

CLAIM NO. 2516

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: Matt Moeller
- 2. Home address of Claimant: 3503 N 6th Street
- 3. Home phone number: (920)946-0098
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 12/18/16 at 4:37 a.m.
- 6. Where did damage or injury occur? (give full description) _____
The damage occurred at mailbox at the above address. The East side of 6th Street.
- 7. How did damage or injury occur? (give full description) _____
The city plow came through Sunday morning and clipped the mailbox completely off.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A
- 10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

NO INJURIES

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

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

Auto: \$ N/A

Property: \$ 381.59

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

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

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

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

SIGNATURE OF CLAIMANT Matthew Moeller DATE 12-20-16
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED MD 12/20/16

RECEIVED BY MD
CLAIM NO. 2316

CLAIM

Claimant's Name: <u>Matthew Moeller</u>	Auto	\$ <u>N/A</u>
Claimant's Address: <u>3503 N 6th St</u>	Property	\$ <u>381.59</u>
<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920-946-0098</u>	Other (Specify below)	\$ _____
	TOTAL	\$ <u>381.59</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 \$ 381.59.

SIGNED Matthew Moeller DATE: 12-20-16

ADDRESS: 3503 N 6th St, Sheboygan, WI 53083

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

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

Thank you for your order

Order Number is: **BM-30562**

[Print Receipt](#)

Your order was placed successfully as of 03/25/2014 .

msmoeller@yahoo.com

Ship To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098

Shipping Method: Standard
Shipping

Bill To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098

Confirmation

Order Status: Will ship in 2-3 weeks

Order Date: 03/25/2014

Order Number: BM-30562

Your Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 Superior Bronze Mailbox Package	Text Options Two Lines of Text	\$423.99	1	\$423.99
	Line 2 Text North 6th St			
	Line 1 Text 3503			
Subtotal:				\$423.99
Shipping:				\$0.00
Tax:				\$0.00
10% savings:				-\$42.40
Total:				\$381.59

Would you like one of our Catalogs?

Showcasing our best sellers, our customer's favorites, and our staff's favorite products and brands.

Yes! I would love a catalog.

[Click Here >](#)



Secure Shopping

Still Need Help?

[Visit our Help Center](#)

Call us at (866) 707-0008 or [Email Us](#)

100% SECURITY GUARANTEED

SECURE SHOPPING
128 BIT ENCRYPTION

- [Can I Return my Order?](#)
- [Shipping Fees?](#)

 **Call Us**
(866) 707-0008

Respecting Your Privacy

- We never sell or rent your personal information
- We don't use cookies to collect information on your hard drive.
- We stick to our strict [Privacy Policy](#)

Keeping Your Info Safe

- We don't use cookies to collect information on your hard drive
- We use the strongest security measures around to protect your information

Our secure order processing uses 128-bit (SSL) encryption. All data is encrypted for your protection.



 **PayPal CREDIT**

Get 6 Months to pay on \$99+
Check out with PayPal and choose PayPal Credit



Click for Review



CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 197-16-17 is a claim from American Family Insurance on behalf of their insured Jairo and Alma Orozco.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The notice of claim was received on January 5, 2017. The claim was received on January 18, 2017 in the amount of \$3,292.91 in alleged damages when city plow struck Mr. and Mrs. Orozco's vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 197-16-17

II

3.1

R. O. No. 197 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Notice of Claim from American Family Insurance on behalf of their insured Jairo A. and Alma D. Orozco.

Inance

City Clerk

Claim # 24-16



JAN 5 '17 4:40 PM

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

December 30, 2016

69-BJR033

CITY OF SHEBOYGAN
828 CENTER AVE STE 205
SHEBOYGAN WI 53081-4497

RE: Claim Number: 00-445-213451-1637
Our Insured Name: Jairo A & Alma D Orozco
Date of Loss: December 11, 2016
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you or a permissive use driver, were the cause of our insured's damages.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you or your insurance company to reimburse our claim payment(s) and our insured's deductible, if applicable. If you have a liability insurance policy, please complete the enclosed form and return it to us, marked "Attn: Subrogation Dept". We can then handle this matter directly with your insurance company.

If you have any questions, please contact me at the number below.

Sincerely,

Brian J Rockwell
Subrogation Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 44108
brockwel@amfam.com
Fax: 866-364-0982
www.amfam.com/claims

Enc: Insurance Information Form

INSURANCE INFORMATION FORM

Date of Loss: December 11, 2016

American Family Claim Number: 00-445-213451-1637

American Family Insured's Name: Jairo A & Alma D Orozco

My Name: _____

Name of My Insurance Company: _____

Address: _____

Phone Number: _____

My Policy Number is: _____

Insured's Name on my Policy: _____

My Agent's Name: _____

Address: _____

Phone Number: _____

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

Check Here if you do not have a liability insurance policy.

Signed _____ Date _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 210-16-17 is a claim from Stuart and Lisa Cannon for alleged damages to their curb stop valve.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The claim was received on January 19, 2017. The claim is for \$4,236.00 in alleged damages to the property owner's curb stop valve by a city tree trimming vehicle.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 210-16-17

II

3.2

R. O. No. 210 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Stuart and Lisa Cannon for alleged damages their curb stop water valve causing a water leak from the valve when a City tree cutting crew drove over the curb stop valve creating a broken valve resulting in the leak.

Finance

City Clerk

DATE RECEIVED 1-19-17

RECEIVED BY MD

CLAIM NO. 26-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JAN 19 17 10:32

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: STUART & LISA CANALON
- 2. Home address of Claimant: 1617 S. 11th Sheboygan WI
- 3. Home phone number: 920-960-8775
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 2/4/2016 10 AM

6. Where did damage or injury occur? (give full description)
1617 S. 11th Sheboygan, Front Lawn in right of way area.

7. How did damage or injury occur? (give full description)
while cutting trees in right of way, City crew drove over curb stop water valve. Causing water leak from valve.

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

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

(b) Claimant's statement of the basis of such liability: City tree cutting crew drove over curb stop water valve. creating a broken valve resulting in water leak.

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. Water main leak resulted from City crew driving over curb stop valve.

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

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

Auto:	\$ _____	6736 - total bill
Property:	\$ <u>4236</u>	-2500 - was lead rep. project
Personal injury:	\$ _____	4236 - Net
Other: (Specify below)	\$ _____	
TOTAL	\$ <u>4236</u>	

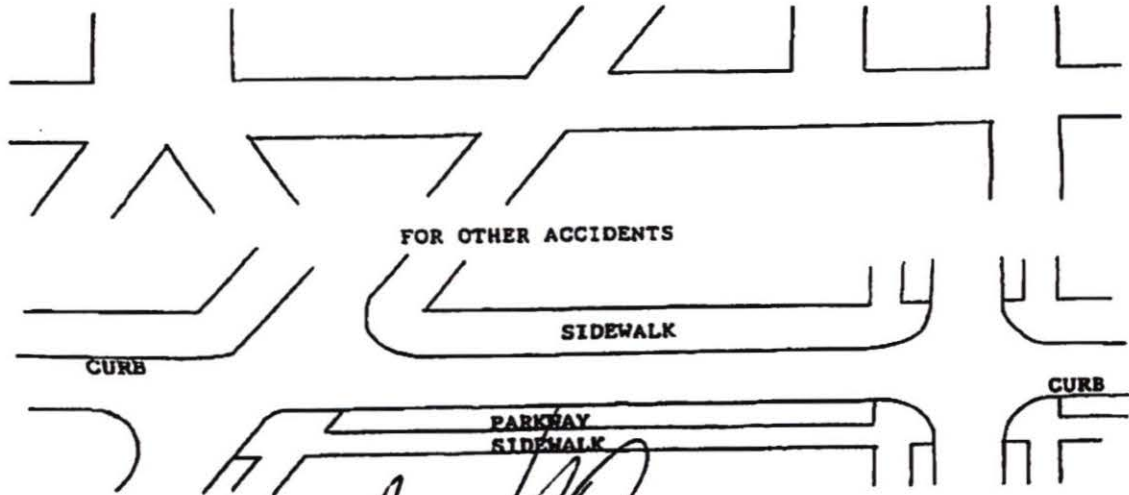
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

Shea H. Cannon

DATE

1-12-17

DATE RECEIVED 1-19-17

RECEIVED BY MD

CLAIM NO. 2616

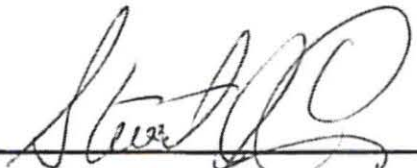
CLAIM

Claimant's Name:	<u>STUART CANNON</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>1617 S. 11th</u>	Property	\$ <u>4236</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u> </u>
Claimant's Phone No.	<u>920-960-8775</u>	Other (Specify below)	\$ <u> </u>
		TOTAL	\$ <u>4236</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 \$ 4236.

SIGNED 

DATE: 1-12-17

ADDRESS: 1617 S. 11th Sheboygan WI 53081

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

1-15-17

JAN 19 '17 10:32

Please find enclosed our claim for damages of the curb side water valve. I have enclosed a description and correspondances with official, We also have pictures of trucks on the lawn, and the downed tree on water valve. Although it occured on Feb 4, We didn't notice much leakage until June after ground was saturated. The Public Service Commission of Wis. states that I need to try and resolve this with your office before moving forward with them.

Thank you

Steve Cannon

Lisa Cannon

From: Ccannonboom <ccannonboom@aol.com>
Sent: Thursday, January 12, 2017 2:44 PM
To: Lisa Cannon
Subject: Fwd: Invoice 5161 from Korff Plumbing LLC

Follow Up Flag: Follow up
Flag Status: Completed

-----Original Message-----

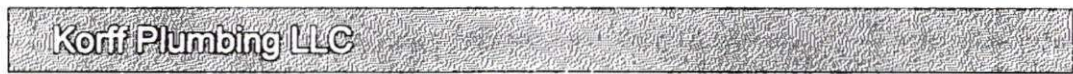
From: Ccannonboom <ccannonboom@aol.com>
To: korffoffice <korffoffice@gmail.com>
Sent: Tue, Dec 27, 2016 3:39 pm
Subject: Re: Invoice 5161 from Korff Plumbing LLC

Heather,

what about the 2500.00 payment from state.
Thanks
Stuart Cannon

-----Original Message-----

From: korffoffice <korffoffice@gmail.com>
To: ccannonboom <ccannonboom@aol.com>
Sent: Tue, Dec 27, 2016 1:33 pm
Subject: Invoice 5161 from Korff Plumbing LLC



Invoice *Due 01/26/2017*
5161

Amount Due: **\$6,736.00**

Dear Stuart Cannon:

Your invoice-5161 for 6,736.00 is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

Heather Crary
Korff Plumbing
920-893-8400





BOARD OF WATER COMMISSIONERS

October 11, 2016

Stuart and Lisa Cannon
1617 S. 11th St
SHEBOYGAN WI 53081

Dear William

On September 19th, 2016 the Sheboygan Water Utility was called to investigate a possible leak on your water lateral at 1617 S. 11th St. Our personal determined the leak is located on your water lateral.

The curb stop and lateral pipe is owned and must be kept in repair by the property owner in accordance with Section 26-996 of the City of Sheboygan Municipal Code, and the rules of service of the Water Utility, as approved by the Wisconsin Public Service Commission. Please obtain the services of a plumber to repair this leak to stop the waste of water. Your lateral leak may cause an icing road hazard. Please repair as soon as possible.

There may be financial assistance available through the Department of City Development. Please contact Chad Pelishek, Economic Development Manager at 920-459-3383 for details.

We would appreciate your prompt attention to this matter. When you have this leak repaired, please call, or have your plumber call, our office at 920-459-3800 ex 3814 so we can update our records. If you have already notified a plumber, thank you for your cooperation.

Sincerely,

Chad.Pelishek@shobowwi.gov

David Warden
Lead Service Technician
SHEBOYGAN WATER UTILITY

WWW.SHEBOYGANWATER.ORG

72 PARK AVENUE, SHEBOYGAN, WI 53081 • PHONE 920/459-3800 • FAX 920/459-4325

p (920)-459-3459
f (920)-459-3443
Joe.Kerlin@sheboyganwi.gov



From: Ccannonboom [<mailto:ccannonboom@aol.com>]
Sent: Tuesday, December 20, 2016 8:27 AM
To: Kerlin, Joe
Subject: Re: Water Leak

thank you for the quick response. The curb stop that was driven over and crushed is less than 20 feet from tree. Plumbers are on site this week. The tree was removed on 2/4/2016, and water was detected in spring. We can meet after the holidays.

Thanks again
Stuart Cannon

-----Original Message-----

From: Kerlin, Joe <joe.kerlin@sheboyganwi.gov>
To: 'ccannonboom@aol.com' <ccannonboom@aol.com>
Sent: Tue, Dec 20, 2016 7:58 am
Subject: Water Leak

Good Morning Mr. Cannon,

I have just received your e-mail and will be the point of contact for you for the city.

This is the information I have on your tree removal at 1617 S. 11th Street:

Tree removed 1/04/16
Stump removed 10/14/16 – Area was noted as being wet at time of stump removal
The tree was 114' North of Broadway
Water line is 159' North of Broadway

For this to have happened, a tree removal vehicle would have driven over your water line 45' away from the tree in the road right-of-way. I would be more than happy to meet you on site today to look at the area, otherwise it will have to wait until after January 1st. My cell phone is 920-980-2733.

I would also suggest that you can start a claim by contacting Laurie Suhrke at the City Finance Department. Her phone number is 920-459-3314.

Thank you for your concern and I look forward to resolving this issue with you.

Joe Kerlin
Superintendent of Parks and Forestry
920-459-3459

Dear sir,

Earlier this past spring, the street department was cutting down my trees next to the road. While doing so, the crew drove over the top of my curb side box. The box was destroyed and the pipe was shattered. after the frost was out, we noticed a leak coming from the buffalo box. I have contacted the water department and have been trying to get this resolved for some time. I just didn't know who to call. I was informed by a plumber today, that said an estimate of 10 - 15 thousand could be expected. I had nothing to do with this leak as I have pictures of the crew doing it again when they came to grind stumps and back fill hole. I will gladly work with you to get this resolved and was informed by the Wisconsin Public Service Commission web site, that contacting your department was the first step.

Thank you

Stuart Cannon
1617 s. 11th st
sheboygan wi

Joe Kerlin
Superintendent of Parks & Forestry
City of Sheboygan-Dept. of Public Works
2026 New Jersey Ave.
p (920)-459-3459
f (920)-459-3443
Joe.Kerlin@sheboyganwi.gov



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

Lisa Cannon

To: Ccannonboom
Subject: RE: Service Leak

-----Original Message-----

From: Ccannonboom <ccannonboom@aol.com>
To: davidwarden <davidwarden@sheboyganwater.org>
Sent: Tue, Dec 6, 2016 6:08 am
Subject: Re: Service Leak

David

I contacted Cory Korff last Friday and expect to hear from him this week. When I talk to him and get an action plan, I will let you know. Hopefully, I will be able to give you an update by Friday.

Thanks
Stuart Cannon

-----Original Message-----

From: David Warden <davidwarden@sheboyganwater.org>
To: ccannonboom <ccannonboom@aol.com>
Sent: Wed, Nov 23, 2016 3:42 pm
Subject: Service Leak

Stuart,

It seems as though most plumbers in the area are very busy and have been for some time. I recently had contact with a plumber that I recommend you call. He is Cory, from Cory Korff Plumbing. His number is 920-627-3650. For information about the Lead Water Service Replacement Program you can visit www.sheboyganwater.org and go to the water quality tab. In the drop-down you will find info about the program. Please contact me early next week with any questions you might have and what you and Cory were able to work out.

Have a great weekend!

please forward to David Warden,
I have contacted and left messages with Aldag, Neumann, Schnell and Portside. None of who are moving very quickly. I auctioneer during the day but check emails every evening. I need to know about steps to apply for DNR grant, the financial assistance program through city and what are steps if the plumber finds that the leak is on street side, as we expect. With the lack of funds to do this project, I am trying to come up with a solution. As stated before, the street department ran over the curb side box while cutting trees. I do plan on filing a claim, but still would like this done. Thanks Stuart

David Warden

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 211-16-17 is a claim from Morgan Lee Hilbelink for alleged damages to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The initial claim was received on January 23, 2017. The claim is for \$109.06 in alleged damages to claimant's vehicle caused when hitting several unmarked potholes.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 211-16-17

II

3.3

R. O. No. 211 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Morgan Lee Hilbelink for alleged damages to her vehicle when she hit several unmarked potholes in the northbound lane of Taylor Dr. in front of Acuity.

Finance

City Clerk

DATE RECEIVED

1/23/17

RECEIVED BY

AP

CLAIM NO.

28-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

1812277-30.4

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: Morgan Lee Hilbelink
2. Home address of Claimant: W4341 DEKKER Rd, Waldo WI 53093
3. Home phone number: 920-447-2301
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Saturday, January 21 3:00 pm
6. Where did damage or injury occur? (give full description) The northbound lane of Taylor Dr, right in front of Acuity
7. How did damage or injury occur? (give full description) I was driving the appropriate speed (foggy conditions) when I hit several large unmarked potholes on the road. My front passenger tire immediately popped and was not able to be patched (shredded)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: Several LARGE unmarked potholes in the northbound lane of Taylor Dr. near Acuity
 - (b) Claimant's statement of basis for such liability: the potholes were large enough to pop a new, week old tire and could be harmful to cyclists

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").

Brand new, week old front passenger tire shredded due to the unmarked pothole

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

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

Auto: \$ 109.06

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 109.06

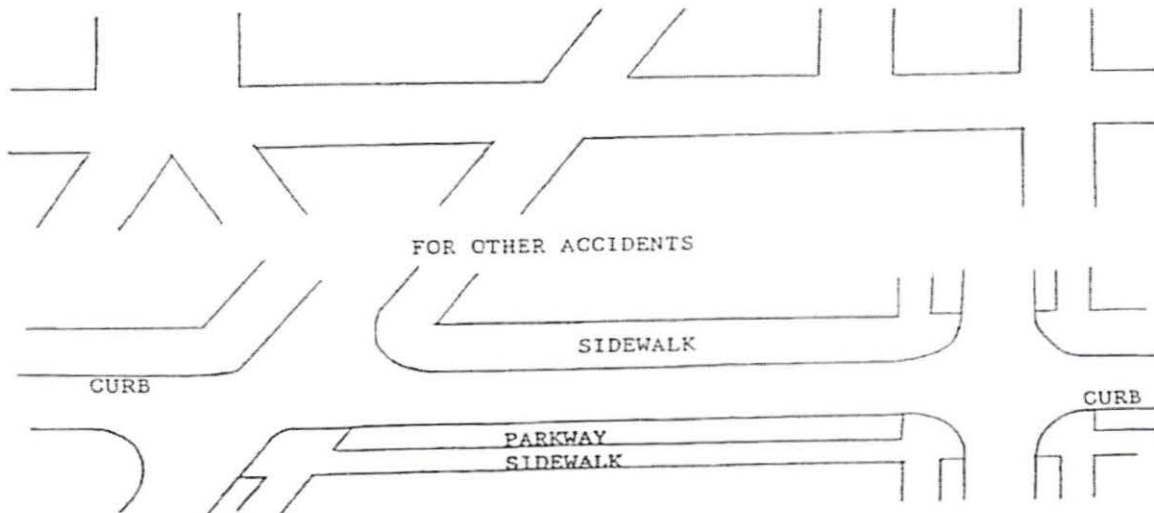
Damaged vehicle (if applicable) TIRE ONLY

Make: N/A Model: N/A Year: N/A Mileage: N/A
mazda mazda 3 2007 113,000

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

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

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



SIGNATURE OF CLAIMANT

Morgan Hillbelik

DATE

1/23/17

DATE RECEIVED 1/23/17

RECEIVED BY ckl

CLAIM NO. 28.17

CLAIM

Claimant's Name: Morgan Lee Hilbelink

Auto \$ 109.06

Claimant's Address: W4341 DEKKER Rd

Property \$ _____

Waldo, WI 53093

Personal Injury \$ _____

Claimant's Phone No. 920-447-2301

Other (Specify below) \$ _____

TOTAL \$ 109.06

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 \$ 109.06.

SIGNED Morgan Hilbelink

DATE: 1/23/17

ADDRESS: _____

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

Customer Invoice
159885
01/23/2017

**FIRESTONE COMPLETE AUTO CARE
SHEBOYGAN
3347 KOHLER MEMORIAL DR STE 46
SHEBOYGAN, WI. 53081-8305**

Service Advisor:
01 JAMES
920.458.0375

HILBELINK, KENNETH
W4341 DEKKER RD
WALDO, WI 53093-1706
920.447.2109

Lic #: Vin #:
In: 01/22/17 12:02PM Mileage: 0
Out: 01/23/17 1:05PM

Store # 021148

RETAIL SALE

Description	Rev Hist /Article #	ID	Qty	Unit Price	Extended Price	Job Total
FUZION TIRE PACKAGE		01				102.48
000624 FUZION TOURING BL 205/50R17 XL93V 40,000	000624	36TN	1	82.99	82.99	
Mile Limited Warranty DOT# 80EHPT453516						
NEW TIRE WHEEL BALANCE LABOR	7013632	36TS	1	14.99	14.99	
RUBBER VALVE STEM	7015040	36TN	1	2.00	2.00	
SCRAP TIRE RECYCLING FEE	7075078	36TN	1	2.50	2.50	
LOW PROFILE TIRE INSTALLATION	7006472	36TS	1	N/C	N/C	

Technician(s):

36 SHANNAN

Payment History:

CFNA	7039	109.06	09094
Total Tendered		109.06	

Summary:

Parts	84.99
Labor	17.49
Shop Supplies	0.90
Sub-Total	103.38
Tax (5.50%)	5.68
Total	\$109.06

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature

Initial here to indicate you have received the Tire Warranty Maintenance and Safety Manual

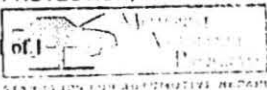
All parts are new unless otherwise specified.

Motor Vehicle repair practices are regulated by chapter ATCP132, Wis. Adm. Code, administered by the bureau of consumer\013\010protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

HOW ARE WE DOING?

Tell us about your experience today!
Complete a 4-minute survey for a chance to win \$500 in store services
Visit www.FirestoneSurvey.com within 4 days and enter Code 021148-159885

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



CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 222-16-17 is a claim from Brittany Bremer for alleged damages to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: February 20, 2017

MEETING DATE: February 27, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on February 3, 2017. The claim is for \$3,000.00 in alleged damages to claimant's vehicle caused by a manhole cover that was dislodged during city plowing operations.

STAFF COMMENTS:

City staff has reviewed the claim.

ACTION REQUESTED:

City staff's recommendation will be discussed in closed session.

ATTACHMENTS:

- I. R. O. No. 222-16-17

II

Other Matters

7.9

R. O. No. 222- 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car.

Finance

City Clerk

DATE RECEIVED 2/3/17

RECEIVED BY ipl

CLAIM NO. 30-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY
FEB 3 17 12:21

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: Brittany A. Bremer
2. Home address of Claimant: 721 Zimbal Ave Sheboygan, WI 53081
3. Home phone number: (920) 627-7335
4. Business address and phone number of Claimant: 2135 S. Business dr, Sheboygan, WI 53081
5. When did damage or injury occur? (date, time of day) 1/31/17 approx 3:00 am
6. Where did damage or injury occur? (give full description) car was parked on the south side of the residence facing east.
7. How did damage or injury occur? (give full description) Plow came through. Hit man hole cover and it went flying into my vehicle.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
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").

damage to rear driver bumper, quarter panel, rocker, & wheel.

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

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

Auto: \$ ~ 3000

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ will need rental during repair

TOTAL \$ ~ 3000

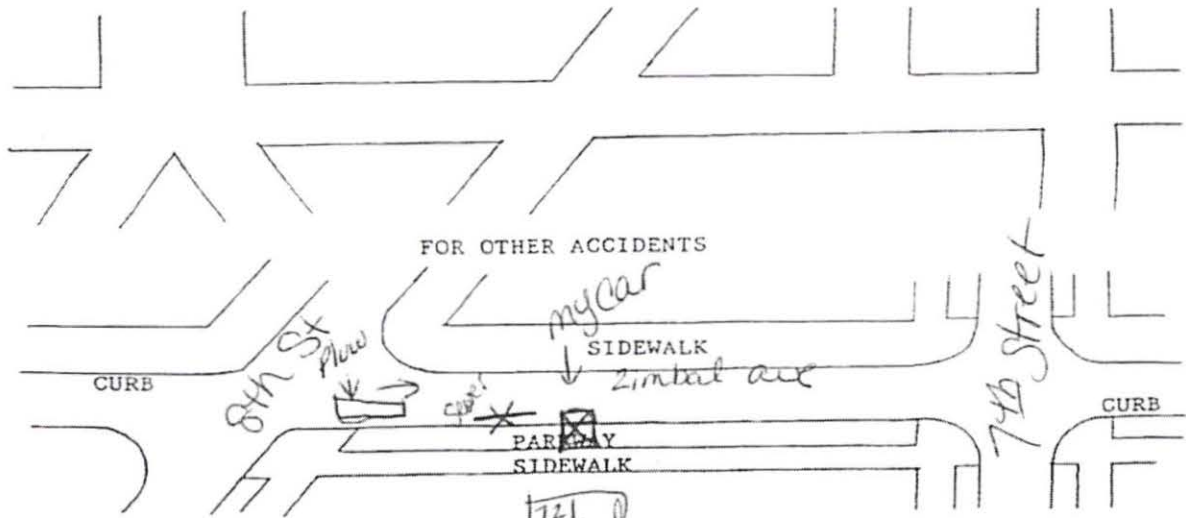
Damaged vehicle (if applicable)

Make: ~~20~~ Nissan Model: Sentra Sr Year: 2013 Mileage: 54,354

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Brittany Bromer DATE 2/2/17

DATE RECEIVED 2/2/17

RECEIVED BY ckl

CLAIM NO. 30-16

CLAIM

Claimant's Name: Brittany A. Bremer

Auto \$ ~3000

Claimant's Address: 721 Zimbal Ave

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No (920) 627-7335

Other (Specify below) \$ car rental

TOTAL \$ ~3000

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 \$ ~3000.

SIGNED Brittany Bremer

DATE: 2/2/17

ADDRESS: 721 Zimbal Ave Sheboygan WI 53081

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

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 ***

02/02/2017 12:11 PM

Owner

Owner: BRITTANY BREMER
Address: 721 ZIMBAL AVE
City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-7335
FAX:

Inspection

Inspection Date: 02/02/2017 12:12 PM
Primary Impact: Left Rear Side

Inspection Type:
Secondary Impact:

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

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

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

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

Target Complete Date/Time:

Days To Repair: 9

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
ORIGINAL / INITIAL ESTIMATE:

Vehicle

2013 Nissan Sentra SR 4 DR Sedan
4cyl Gasoline 1.8
Continuously Variable Tr

Lic.Plate: 952WLA
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: LIQUID PLATINUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K23

Lic State: WI
VIN: 3N1AB7AP1DL706862
Mileage: 54,354
Mileage Type: Actual
Code: Z1784F
Int. Color: Charcoal
Int. Refinish: Two-Stage
Int. Trim Code: G

Options - AudaVIN Information Received

1st Row LCD Monitor(s)	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Alarm System	Aluminum/Alloy Wheels
Amplifier	Anti-Lock Brakes	Auto Headlamp Control
Automatic Dimming Mirror	Auxiliary Audio Input	Bose Sound System
Bucket Seats	Cargo/Trunk Mat	Cargo/Trunk Net
Center Console	Chrome Trim	Compact Spare Tire
Cruise Control	Digital Clock	Dual Airbags
Electronic Compass	Floor Mats	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Navigation System	Power Brakes	Power Door Locks
Power Mirrors	Power Moonroof	Power Steering
Power Windows	Pwr Accessory Outlet(s)	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Sirius Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	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
Stripes And Mouldings										
1	E	371		Deflector,Rocker Panel LT	768513RMOE	\$238.08			0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
Wheels										
3	UC	948	46	Wheel,Rear LT >> KEYSTONE	Replace Reconditioned	\$189.00*			0.0*	SM
Rear Doors										
4	BR	289	13	Pnl,Rear Door Outer LT	Blend Refinish				2.0	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	334		Mldg,Rear Door Belt LT	R & I Assembly				0.2	SM
6	RI	305		Handle,RR Door Outer LT	R & I Assembly				1.0	SM
Quarter And Rocker Panel										
7	BR	432		Panel,Bodyside Otr Upr LT	Blend Refinish				1.0	RF
					0.7 Blend					
					0.3 Two-stage					
8	I	389		Panel,Quarter LT	Repair				8.0*	SM
9	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
10	E	472	01	Tape,Quarter Lower LT >> ROCKER MOLDING CHIP TAPE	788173BA0A	\$27.65			0.2	SM
11	L	395		Pillar,Body Lock LT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					

12	SB	502	Glass,Quarter Vent T LT >> LAKESHORE AUTO GLASS	Sublet Repair	\$70.00*	+25.00	SM
13	SB	467	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*		SM

Inner Quarter & Panels

14	I	401	07 Pnl,Wheelhouse Outer LT	Repair			1.0*	SM
15	L	401	Pnl,Wheelhouse Outer LT	Refinish			1.1	RF
				0.9 Surface				
				0.2 Two-stage				

Rear Bumper

16	N	569	RR Bumper Cvr Overhaul	Additional Labor			1.8	SM
17	I	566	Cover,Rear Bumper	Repair			2.0*	SM
18	L	566	Cover,Rear Bumper	Refinish			3.2	RF
				2.7 Surface				
				0.5 Two-stage				

Rear Body, Lamps And Floor Pan

19	RI	533	Taillamp Assembly,Otr LT	R & I Assembly			INC	SM
----	----	-----	--------------------------	----------------	--	--	-----	----

Manual Entries

20	L		Cover Car Exterior	Refinish	\$5.00*			SM
21	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
22	L		Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
23	SB		Wheel Balance	Sublet Repair	\$15.00*			SM
			>> LR					
24	L		Flex Additive	Refinish	\$6.00*			SM
25	SB		4Wheel Alignment	Sublet Repair	\$69.95*			SM
25	Items							

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$265.73
Other Parts	\$210.00
Paint & Materials	12.5 Hours @ \$38.00 \$475.00
Parts & Material Total	\$950.73
Tax on Parts & Material	@ 5.500% \$52.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.4	12.8	15.2	\$881.60
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	12.5		12.5	\$725.00
Labor Total				27.7 Hours	\$1,606.60
Tax on Labor		@ 5.500%			\$88.36
Sublet Repairs					\$192.45
Tax on Sublet		@ 5.500%			\$10.58
Gross Total					\$2,901.01
Net Total					\$2,901.01

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.035 ES 02/02/2017 12:26 PM REL 8.0.035 DT 12/01/2016 DB 02/01/2017
© 2017 Audatex North America, Inc.

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

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

Op Codes

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



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

© 2017 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



FEB 3 '17 12:21

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

*** PRELIMINARY ESTIMATE ***

02/01/2017 11:09 AM

Owner

Owner: Brittany Bremer
Address: 721 Zimbal Ave
City State Zip: Sheboygan, WI 53081
Email: fitbritt87@gmail.com

Cell: (920)627-7335
FAX:

Inspection

Inspection Date: 02/01/2017 02:07 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: 4*

Remarks

*** Original Estimate ***

Vehicle

2013 Nissan Sentra SR 4 DR Sedan
4cyl Gasoline 1.8
Continuously Variable Tr

Lic. Plate: 952-WLA
Lic Expire:
Prod Date: 03/2013
Veh Insp# :
Condition:
Ext. Color: LIQUID PLATINUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K23

Lic State: WI
VIN: 3N1AB7AP1DL706862
Mileage: 54,333
Mileage Type: Actual
Code: Z1784F
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags
Alarm System

AM/FM CD Player
Aluminum/Alloy Wheels

Air Conditioning
Anti-Lock Brakes

Auxiliary Audio Input	Bucket Seats	Center Console
Chrome Trim	Compact Spare Tire	Cruise Control
Digital Clock	Dual Airbags	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	LED Brake Lights
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Pwr Accessory Outlet(s)
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08		0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish 1.2 Surface 0.2 Two-stage			1.4	RF
3	E	1087		Clip,Rocker Panel Mldg LT	0155309611	\$30.75*			SM
4	E	409		Mldg,Qtr Whl Opening LT	938833SH2A	\$9.69		0.2	SM
Wheels									
5	UC	991		Wheel,Front LT >> >>Keystone (17" dark siver 10)Spoke	Replace Reconditioned	\$189.00*		0.4	SM
Front Suspension									
6	N	970		Susp Align,4 Wheel	Additional Labor			1.5*	SM*
Rear Doors									
7	BR	289		Pnl,Rear Door Outer LT	Blend Refinish 0.8 Blend 0.4 Two-stage			1.2	RF
8	RI	334		Mldg,Rear Door Belt LT	R & I Assembly			0.2	SM
9	RI	307		Pnl,Inner Door Trim LT	R & I Assembly			INC	SM
10	RI	305		Handle,RR Door Outer LT	R & I Assembly			1.0	SM
Quarter And Rocker Panel									
11	RI	366		Mldg,Bodyside Panel LT	R & I Assembly			0.3	SM
12	BR	199	13	Panel,Rocker LT	Blend Refinish 0.8 Blend 0.6 Two-stage setup 0.4 Two-stage			1.8	RF
13	I	389		Panel,Quarter LT	Repair			7.5*	SM
14	L	389		Panel,Quarter LT	Refinish 2.2 Surface 0.4 Two-stage			2.6	RF
15	E	472	01	Tape,Quarter Lower LT	788173BA0A	\$27.65		0.2	SM
16	L	395		Pillar,Body Lock LT	Refinish 1.0 Surface 0.2 Two-stage			1.2	RF
17	SB	502		Glass,Quarter Vent T LT >> >>R & I AND Seal Kit	Sublet Repair	\$87.50*			SM

Rear Bumper

18	N	569	RR Bumper Cvr Overhaul	Additional Labor		1.8	SM
19	I	566	Cover,Rear Bumper	Repair		1.0*	SM
20	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

Rear Body, Lamps And Floor Pan

21	RI	533	Taillamp Assembly,Otr LT	R & I Assembly		INC	SM
----	----	-----	--------------------------	----------------	--	-----	----

Manual Entries

22	L	M14	Corrosion Protection	Refinish		0.2*	RF
23	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
			Quantity of 1 @ \$5.00* each				
24	EC		Flex Additive	Replace Economy	\$6.50*		RF
			Quantity of 1 @ \$6.50* each				
25	N		De-Nib and polish	Additional Labor			SM*
26	N		Hazad, waste	Additional Labor	\$5.00*		SM
26	Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$306.17	
Other Parts	\$205.50	
Paint & Materials	11.6 Hours @ \$38.00	\$440.80
Parts & Material Total		\$952.47
Tax on Parts & Material	@ 5.500%	\$52.39

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	3.3	11.8	15.1	\$875.80	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	11.6		11.6	\$672.80	
Labor Total				26.7 Hours		\$1,548.60
Tax on Labor		@ 5.500%			\$85.17	
Sublet Repairs					\$87.50	
Tax on Sublet		@ 5.500%			\$4.81	
Gross Total						\$2,730.94
Net Total						\$2,730.94

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

Audatex Estimating 8.0.134 ES 02/01/2017 02:22 PM REL 8.0.134 DT 01/01/2017 DB 01/15/2017
© 2017 Audatex North America, Inc.

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

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

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

Op Codes

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



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

© 2017 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.

