

*****ATTACHMENTS*****

R. O. _____ 15 – 16. By Chief Administrative Officer.
August 3, 2015

Submitting the Annual Financial Report of the City of Sheboygan for the year ended December 31, 2014,
prepared by Schenck SC.

III

4.1

Res. No. 55 - 15 - 16. By Alderperson Belanger. July 20, 2015.

A RESOLUTION approving a project plan for a tax incremental district, describing the boundaries thereof and creating Tax Incremental District No. 16, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 16 (the "District") is proposed to be created by the City of Sheboygan (the "City") as a mixed-use district in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, on July 14, 2015, the City of Sheboygan Plan Commission met and held a public hearing on:

- (i) The proposed creation of a tax incremental district;
- (ii) Designation of boundaries of the district;
- (iii) Adoption of a proposed project plan for the tax incremental district; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission designated tax incremental district boundaries and adopted a project plan for said district and hereby submits such boundaries and

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project plan to the Common Council with a favorable recommendation thereon; and

WHEREAS, such Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e) A map showing existing uses and conditions of real property in the District;
- f) A map showing proposed improvements and uses in the District;
- g) Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h) A list of estimated non-project costs;
- i) A statement of the proposed plan for relocation of any persons to be displaced;
- j) A statement indicating how the amendment of the District promotes the orderly development of the City;
- k) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

- 1. Not less than 50%, by area, of the real property within the District is suitable for mixed-use development; and
- 2. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and

3. The project costs relate directly to eliminating blight, and directly serve to promote mixed-use development consistent within the purpose for which the District is created; and
4. The equalized value of taxable property of the District plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City; and

BE IT FURTHER RESOLVED: That the Common Council of the City of Sheboygan hereby declares that the District is a mixed-use district based on the identification and classification of the property included within the district under Section 66.1105(4)(c) and 66.1105(4)(gm)4.a, Wis. Stats.

BE IT FURTHER RESOLVED: That in accordance with Section 66.1105, Wis. Stats.:

1. The Common Council hereby approves, accepts and adopts the Project Plan as adopted by the City Plan Commission, which is attached hereto as Exhibit A, and incorporated herein by this reference.

2. The Common Council hereby finds and determines that such Project Plan for the District is feasible and in conformity with the master plan of the City of Sheboygan.

3. The Common Council hereby establishes the boundaries of the tax incremental district. Said boundaries are described as follows:

LEGAL DESCRIPTION: BEING PART OF BLOCKS 177, 204, 205, 211, 212, 233, 307 & 313 AND ALL OF BLOCKS 129, 130, 151, 152 & 153 OF THE ORIGINAL PLAT AND ADDITIONAL UNPLATTED LANDS ALL LOCATED IN THE SOUTH 1/2 OF SECTION 23 AND NE 1/4 OF SECTION 26, T. 23 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SE CORNER OF LOT 12, BLOCK 151 OF THE ORIGINAL PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF N. 8TH ST. AND THE NORTH R/W LINE OF CENTER AVE., AND ALSO BEING THE POINT OF BEGINNING,

THENCE WEST 360'± ALONG THE NORTH R/W LINE OF CENTER AVE. TO THE SW CORNER OF LOT 7, BLOCK 151 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE EAST R/W LINE OF N. 9TH ST., THENCE NORTH ALONG SAID EAST R/W LINE 716'± TO THE NW CORNER OF LOT 6, BLOCK 130 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF WISCONSIN AVE., THENCE EAST ALONG SAID SOUTH R/W LINE 240'± TO THE NW CORNER OF LOT 2, BLOCK 130 OF SAID ORIGINAL PLAT, THENCE NORTH 80' TO THE SW CORNER OF LOT 11, BLOCK 127, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF WISCONSIN AVE., THENCE EAST ALONG SAID NORTH R/W LINE 560'± TO THE SE CORNER OF LOT 12, BLOCK 128 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 7TH ST., THENCE NORTH ALONG SAID WEST R/W LINE 150'± TO THE NE CORNER OF LOT 12, BLOCK 128, THENCE EASTERLY 85.44'± TO A POINT ON THE EAST R/W LINE OF N. 7TH ST., SAID POINT ALSO BEING THE NW CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 20, PG. 183 OF CERTIFIED SURVEY MAPS, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 360.65'± TO THE NE CORNER OF SAID LOT 2, SAID CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 6TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 260'± TO THE NE CORNER OF LOT 1, BLOCK 308 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF WISCONSIN AVE., THENCE WEST ALONG SAID SOUTH R/W LINE 440'± TO THE NE CORNER OF LOT 1, BLOCK 129 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 7TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 1114'± TO THE SE CORNER OF LOT 12, BLOCK 153 OF THE ORIGINAL PLAT, SAID SE CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF PENNSYLVANIA AVE., THENCE EAST ALONG SAID NORTH R/W LINE 1322'± TO ITS INTERSECTION WITH THE WEST R/W LINE OF N. 4TH ST., THENCE NORTH ALONG SAID WEST R/W LINE AND ITS EXTENSION 325'± TO ITS INTERSECTION WITH THE NORTH R/W LINE OF CENTER AVE., THENCE EAST ALONG SAID NORTH R/W LINE AND ITS EXTENSION 631'± TO A POINT ON THE EAST R/W LINE OF BROUGHTON DR., THENCE SOUTHWESTERLY ALONG SAID EAST R/W LINE AND ITS EXTENSION 434'± TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF PENNSYLVANIA AVE., THENCE WEST ALONG SAID SOUTH R/W LINE 250'± TO THE NE CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 23, PG. 242 OF CERTIFIED SURVEY MAPS, THENCE SOUTH ALONG THE EAST LINE OF LOT 2 AND ITS EXTENSION 170'± TO THE NORTH BANK OF THE SHEBOYGAN RIVER, THENCE WEST ALONG SAID NORTH BANK 462'± TO THE SOUTHERN EXTENSION OF THE WEST LINE OF LOT 3 OF A C.S.M. RECORDED IN VOL. 23, PG. 242 OF CERTIFIED SURVEY MAPS THENCE NORTH 172'± ALONG SAID WEST LINE AND ITS EXTENSION TO THE NW CORNER OF SAID LOT 3, SAID NW CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF PENNSYLVANIA AVE., THENCE WEST 1088'± ALONG SAID SOUTH R/W LINE TO THE NE CORNER OF LOT 1, BLOCK 177 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF S. 7TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 150'± TO THE SE CORNER OF SAID LOT 1, BLOCK 177, THENCE SOUTHWESTERLY 222'± ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 219', THENCE SOUTHWESTERLY 71.13' TO A POINT ON THE SOUTH LINE OF BLOCK 177, 20.66' EAST OF THE SE CORNER OF LOT 8, BLOCK 177, SAID POINT ALSO BEING A POINT ON THE NORTH R/W LINE OF JEFFERSON AVE. THENCE

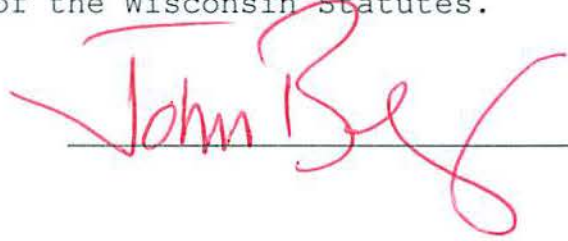
WEST ALONG SAID NORTH R/W LINE 140.66' TO THE SW CORNER OF LOT 7, BLOCK 177, SAID CORNER ALSO BEING A POINT ON THE EAST R/W LINE OF S. 8TH ST., THENCE SOUTH ALONG SAID EAST R/W LINE 478'± TO THE NW CORNER OF LOT 6, BLOCK 205 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF VIRGINIA AVE., THENCE EAST ALONG SAID SOUTH R/W LINE 120'± TO THE NE CORNER OF LOT 5, BLOCK 205, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND ITS EXTENSION 223'± TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 205 45' NORTH OF THE SE CORNER OF SAID LOT 8, THENCE EAST 50', THENCE SOUTH 45' TO THE NORTH R/W LINE OF NEW JERSEY AVE., THENCE EAST ALONG SAID NORTH R/W LINE 129'± TO THE WEST R/W LINE OF RIVERFRONT DR., THENCE SOUTH ALONG SAID WEST R/W LINE 407'±, THENCE SOUTHWEST ALONG THE NORTHWEST R/W LINE OF RIVERFRONT DR. 14.14', THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY R/W LINE OF RIVERFRONT DR. 82.50' TO A POINT ON THE SOUTH LINE OF LOT 7, BLOCK 211 OF THE ORIGINAL PLAT, 20.65' WEST OF THE SE CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE NORTH R/W LINE OF RIVERFRONT DRIVE (ORIGINALLY PLATTED AS MARYLAND AVE.) THENCE WEST ALONG SAID NORTH R/W LINE 39.35' TO THE SW CORNER OF LOT 7, BLOCK 211, THENCE CONTINUING WEST 80' TO THE SE CORNER OF LOT 12, BLOCK 212 OF THE ORIGINAL PLAT, SAID SE CORNER ALSO BEING THE SE CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 25, PG. 55 OF CERTIFIED SURVEY MAPS, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 153.50', SAID SOUTH LINE ALSO BEING THE NORTH R/W LINE OF RIVERFRONT DR., THENCE SOUTH ALONG THE SOUTHEASTERN LINE OF SAID LOT 2 30', THENCE SOUTHWEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 124'± TO THE NORTH BANK OF THE SHEBOYGAN RIVER, THENCE NORTHWEST ALONG SAID NORTH BANK 200'± TO THE WEST LINE OF SAID LOT 2, THENCE NORTHEAST ALONG THE WEST LINE OF SAID LOT 2, 74'±, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 50.33', THENCE NORTHEAST ALONG THE WEST LINE OF SAID LOT 2 53.18', THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 192.37' TO THE NW CORNER OF SAID LOT 2, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF NEW JERSEY AVE., THENCE NORTHEASTERLY 106'± TO THE SW CORNER OF LOT 10, BLOCK 204 OF THE ORIGINAL PLAT, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF NEW JERSEY AVE., THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, BLOCK 204 AND ITS EXTENSION 318'± TO THE NW CORNER OF LOT 3, BLOCK 204, SAID NW CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF VIRGINIA AVE, THENCE EAST ALONG SAID SOUTH R/W LINE 180'± TO THE NE CORNER OF LOT 1, BLOCK 204 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF S. 8TH ST., THENCE NORTH ALONG SAID WEST R/W LINE 1274'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROXIMATELY 1,886,946.64 SQ. FT. OR 43.32 ACRES.

4. The Common Council hereby establishes the creation date of the tax incremental district, pursuant to Section 66.1105(4)(gm)2, as January 1, 2016.

5. The Common Council hereby denominates the tax incremental district as "Tax Incremental District Number Sixteen, City of Sheboygan".

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED: The City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.



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, WISCONSIN

Tax Incremental District No. 16

DOWNTOWN REDEVELOPMENT AREA

PROJECT PLAN



Joint Review Board Organizational Meeting Held: July 14, 2015

Public Hearing Held: July 14, 2015

Adopted by Plan Commission: July 14, 2015

Adopted by City Council: August 3, 2015

Anticipated to be Considered for Approval by Joint Review Board: August 4, 2015

August 2015

Tax Incremental District No.16

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Donald Hammond	Council Member
John Belanger	Council Member
Darryl Carlson	Council Member
Todd Wolf	Council Member
Jodi Vander Weele	Council Member
Michael Damrow	Council Member
Job Hou-seye	Council Member
Mary Lynne Donohue	Council Member
Bill Thiel	Council Member
Julie Kath	Council Member
Mark Hermann	Council Member
Bryan Bitters	Council Member
Susan Lessard	Council Member
Joseph Heidemann	Council Member
James Bohren	Council Member

City Staff

James Amodeo	Chief Administrative Officer
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

Plan Commission

Michael Vandersteen, Chair

Ald. John Belanger

Marilyn Montemayor

Todd Wolf

Gerald Jones

Don Cvetan

Ryan Sazama, City Engineer

Chad Pelishek, Ex-officio

Joint Review Board

Michael Vandersteen, Chair

Mark Boehlke

Cindy Dross

Mark Winkel

David Gass

City Representative

Sheb Area School District

Lakeshore Technical College

Sheboygan County

Citizen Member

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I. INTRODUCTION AND PURPOSE

The City of Sheboygan has identified a need to expand its economic base through mixed-use business development. In order to promote development, the City is seeking to designate a geographic area lying within its current corporate limits as Mixed-Use Tax Incremental Finance District (TID) #16. The creation of TID #16 will allow the City to make certain public improvements to the designated area to promote business redevelopment activity. Anticipated growth, combined with the City's commitment toward development, will ensure sufficient tax increment to retire all debt issued by the District for improvements. These improvements will allow the City to attract and retain potential development, and encourage further private investment in local businesses and residences. The business and residential development that is anticipated to occur will provide long-term tax benefits to both the City and all other overlying taxing jurisdictions.

In creating TID #16, the City of Sheboygan has made the following findings, consistent with Section 66.1105 of WI Statutes:

Activities and improvements to TID #16 are intended to encourage and attract mixed-use development growth or redevelopment in the City.

The improvement to the area is likely to encourage, develop, and maintain a strong growth pattern in the City, taking advantage of key downtown development revitalization efforts to create a strong downtown.

The improvement to the area is likely to maximize private investment within TID #16 and significantly enhance the value of substantially all other real estate in the District.

The improvement to the area is likely to make currently underdeveloped areas of the City more attractive by providing necessary and desired public improvements and necessary housing which are compatible and feasible with existing land uses.

The improvement to the area is likely to encourage and promote conformity with the City's planning and development policies.

At least 50% of the land in TID #16 is suitable for a combination of commercial or residential development and newly platted residential areas will not exceed 35% of the total area of the TID.

The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.

The development in TID #16 would not take place in the absence of the improvements stated in the project plan.

A.) SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

- 1. That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, as the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:**
 - The sites proposed for redevelopment are either vacant or underutilized for several years. Given that the sites have not redeveloped as would have been expected under the normal market conditions, it is the judgment of the City that the use of TIF will be required to provide the necessary inducements to encourage redevelopment on the sites consistent with that desired by the City.
 - In order to make the areas included within the District suitable for redevelopment, the City will need to induce redevelopment by offering substantial incentives. Due to the extensive investment of incentives as well as public infrastructure needs, the City has determined that redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the area is unlikely to occur.

- 2. The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**
 - As demonstrated in the Economic Feasibility section of this plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
 - The development expected to occur is likely to provide housing for workforce recruitment and retention as well as generate jobs for the local economy.

- 3. The benefits of this proposal outweigh the anticipated tax increments to be paid by the owners of the property in overlying taxing jurisdictions.**

- **If approved, the District creation would become effective for valuation processes as of January 1, 2016. As of this date, the values of the existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation, or appreciation of property values occurring after January 1, 2016, would be collected by the Tax Increment District and used to repay the cost of the TIF-eligible projects undertaken within the District.**
- **Since the development expected to occur is unlikely to take place without the use of TIF (see Finding No. 1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding No. 2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of the projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.**

II. STATEMENT OF KIND, NUMBER, AND LOCATION OF PROPOSED PROJECTS

The City of Sheboygan intends to implement a number of public works projects and developer incentives that will positively impact business and residential related development in TID #16. These projects will be undertaken within the next 19 years of the TID's existence, subject to change based on relative needs of the City and the ability of the District to recoup expenses through the generation of tax increment. These projects may be undertaken within TID #16 or within a ½ mile of the TID #16 boundary, per Wisconsin State Statutes. A brief description of each project is provided below.

A. TID # 16 Projects

The Common Council shall review and approve all projects upon review and recommendation of the appropriate committees.

Project #1: Environmental Audits and Remediation \$500,000

It may become necessary to evaluate properties for environmental reasons. The costs related to all environmental audits and remediation will be considered eligible project costs.

Project # 2: Development of the Arts/Culture Greenspace \$400,000

The project will be constructed at the same time as the new mixed use development on the former Boston Store property. This public plaza will include paved walkways, grassy areas, lighting, and restroom facilities for utilization as arts venues.

Project # 3: Developer Incentives \$8,000,000

The City will provide incentives to developers and/or property owners as a means of encouraging desired types of development within the District. Incentives may include, but not limited to cash subsidies, demolition, facility construction and other incentives that will assure an increased tax base.

Project #4: Landscaping and Right-of-Way Improvements \$200,000

The City may provide landscaping, lighting, street furniture, pedestrian pathway improvements, the implementation of a Bikeshare program, and other general amenities to attract high quality development to the area.

Project #5: Economic Development Marketing and RFP's \$50,000

Activities associated with Economic Development Marketing include but not limited to: business recruitment, retention, and expansion efforts, promotion, general planning and marketing. Funds may be used to create developer request for proposals (RFP) to attract potential development.

Project #6: Revolving Loan/Low Interest Loan Program

To encourage private development and property maintenance consistent with the goals and objectives

of the City’s Master Plans, the City may provide funding to city-funded revolving loan fund (RLF) and/or matching grant program using TID funds. Once the debt is paid off in the District, the incremental funds will be provided to the city-funded RLF.

Project #7: Land Acquisition and Demolition \$600,000

The City may acquire land from willing landowners, which it could then redevelop and market to businesses and/or housing developments intending to locate in the Downtown. The City will not use its condemnation powers to force unwilling property landowners to sell their property within the boundaries of the TID.

Project #8: Planning, engineering and professional services \$100,000

To encourage development in the TID, the City may engage professional services such as planning, engineering, and legal services. In addition, mapping and seeking grant-funding are also considered professional services.

Project #9: Development of a Downtown Parking Structure \$8,000,000

The City may develop up to a 600 vehicle downtown parking structure to assist with revitalization of the downtown to eliminate surface lots.

Project #10: Infrastructure Improvements \$1,000,000

The City may reconstruct Pennsylvania Avenue from N. 5th Street to the Lake. This street is a highly traveled corridor linking the Lakefront with the downtown. Street improvements may include sanitary sewer, storm sewer, roadway, street lighting and street enhancements.

A. TID #16 Project Cost Summary

All of the customary expenses are considered in these estimates, including but not limited to: legal fees, engineering fees, planning fees, surveying and mapping fees, inspection, construction costs, materials, and apparatus, restoration work, permits, reports, judgments, claims for damages and other expenses.

All TID/City costs (estimated at \$18,850,000) are stated in 2015 prices and are preliminary estimates. The City reserves the right to increase the costs to reflect inflationary increases or other unforeseen or uncontrollable circumstances between 2015 and the time of construction/implementation. The City reserves the right to increase particular project costs to the extent that others are reduced or not implemented, without amending the plan. This allocation of increments is preliminary and is subject to adjustment based upon the implementation of the Plan.

B. TID # 16 Yearly Projects Breakdown

2016

Developer Incentives	\$2,500,000
Development of the Arts/Culture Greenspace	\$400,000
Environmental Audits/Remediation	\$175,000
Engineering Services	\$80,000
Landscaping and Right-of-Way Improvements	<u>\$50,000</u>
Total	\$3,205,000

2017

Land Acquisition and Demolition	\$350,000
Environmental Remediation	<u>\$175,000</u>
Total	\$525,000

2018

Developer Incentives	\$1,000,000
Engineering Services	\$20,000
Economic Development Marketing	\$25,000
Pennsylvania Avenue Reconstruction	\$1,000,000
Landscaping and Right-of-Way Improvements	<u>\$150,000</u>
Total	\$2,195,000

2019

Development of Downtown Parking Structure	\$8,000,000
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2022

Developer Incentives	\$500,000
Economic Development Marketing	<u>\$25,000</u>
Total	\$525,000

2023

Land Acquisition and Demolitions	\$250,000
Environmental Remediation	<u>\$150,000</u>
Total	\$400,000

2024

Developer Incentives	\$1,000,000
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2030

Developer Incentives \$1,500,000

2035

Developer Incentives \$1,500,000

TOTAL PROJECTS BREAKDOWN \$18,850,000

III. BOUNDARY DESCRIPTION

The boundary for TID #16 was established using the following criteria:

- A. The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.

A map identifying the boundary for TID #16 is provided later in this report.

TAX PARCELS

The District includes the tax parcels listed in the public hearing notice and as listed on the map.

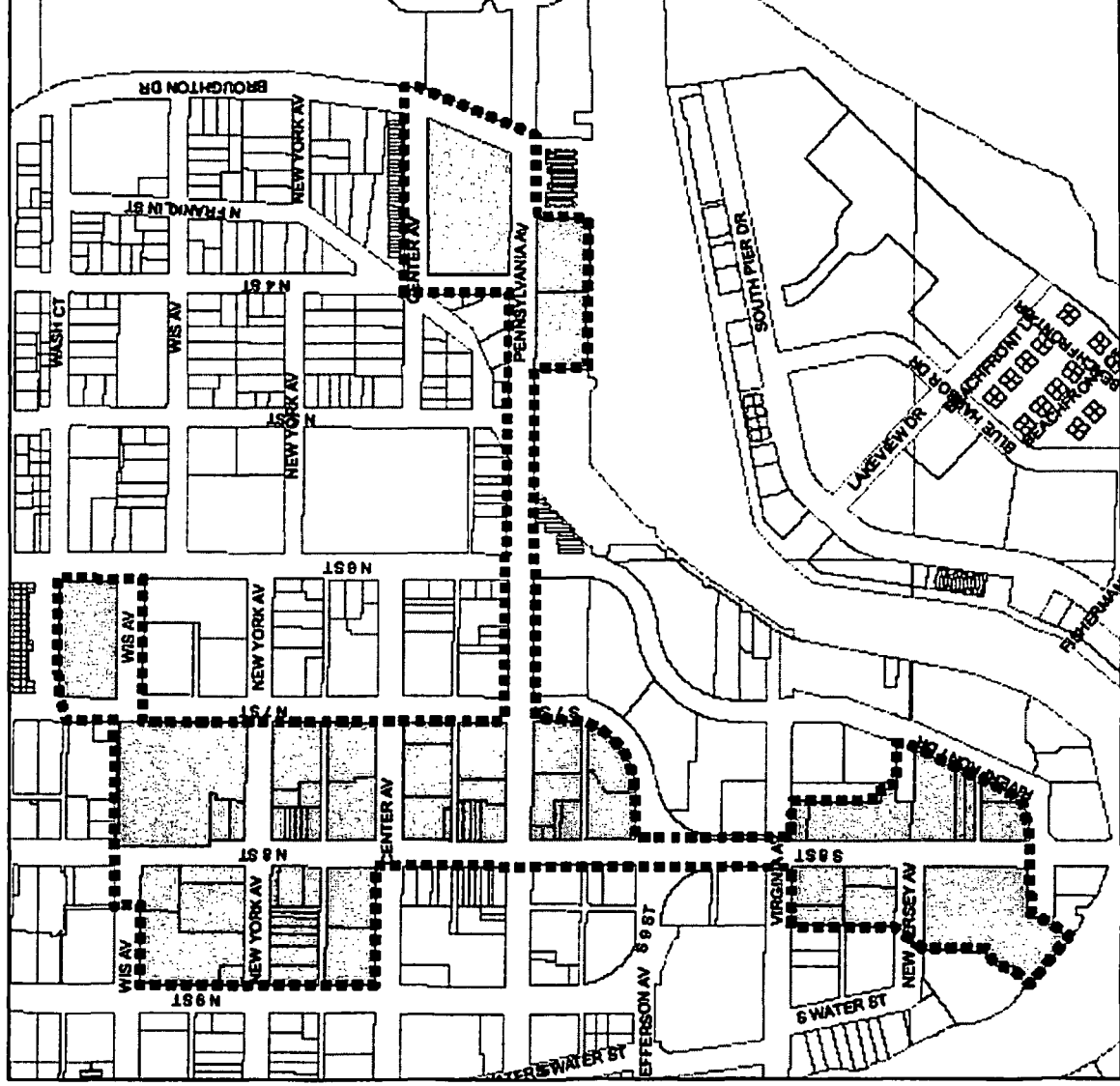
2015 Assessed Values

	Land Value	Improvements	Total Assessed Value
59281108031	828 Center Ave	\$ -	\$ -
59281108360	710 Pennsylvania Ave	-	-
59281112995		179,500	179,500
59281108235		13,000	14,300
59281110032	824 S 8th St	-	-
59281108041	604 N 8th St	178,100	1,349,600
59281112980	516 Broughton Dr	-	-
59281111190		189,900	189,900
59281109960	809 S 8th St	35,900	54,700
59281109970	813 S 8th St	33,600	90,500
59281109980	823 S 8th St	111,500	218,000
59281109990	828 Riverfront Dr	29,200	37,500
59281110440	636 Wisconsin Ave	379,300	2,982,100
59281109120		132,600	13,300
59281109130	729/731 Pennsylvania Ave	114,400	192,000
59281109140	733 Penn Ave/501 S 8th St	9,400	186,100
59281109150	505/505A/505B S 8th St	8,800	79,800
59281109160	507/507A S 8th St	15,600	76,000
59281109180	511/513/515 S 8th St	46,800	413,500
59281109200	531 S 8th St, 519 S 8th St	155,200	599,300
59281109210		-	-
59281109770		-	-
59281109840	701/703 S 8th St, 703 Virginia Ave	39,000	103,400
59281109860	729 S 8th St, 711 S 8th St, 713 New Jersey Ave, 804 Riverfront	342,800	257,200
59281108225		135,100	13,100
59281108230	723 Center Ave, 519 N 8th St	116,400	371,100
59281108250		15,600	-
59281108260	513 N 8th St	15,600	121,600
59281108270	511/511A N 8th St	11,700	95,700
59281108280	509 N 8th St	11,700	90,700
59281108300	501 N 8th St, 728 Penn Ave, 734A Penn	58,500	621,500
59281108310		-	-
59281107340	701/703 N 8th St, 726 New York Ave	40,600	464,800
59281107420		-	-
59281107430	703 N 9th St, 834 New York Ave	29,300	88,900
59281107440	710 N 8th St	-	-
59281107470		-	-
59281107920		38,200	-
59281107925		57,700	7,200
59281107950	632 N 8th St, 807 New York Ave	18,300	433,000
59281107960	813 New York Ave	16,900	46,800
59281107970	815 New York Ave	17,600	164,900
59281107980	817 New York Ave	24,100	230,400
59281107990	819/819A New York Ave	23,400	67,100
59281108000		-	-
59281108010		-	-
59281108020	833 New York Ave	-	-
59281108060		-	-
59281108100	723 New York Ave	31,400	159,600
59281108105	618 N 7th St	34,100	295,100
59281108110	631/633/629 N 8th St, 729 New York	26,700	345,800
59281108120	627/627A N 8th St	8,500	134,400
59281108130	625/625A N 8th St	13,700	186,700
59281108140	623 N 8th St	10,100	97,900
59281108150	621 N 8th St	12,700	104,500
59281108160	617/619 N 8th St	26,000	213,900
59281108170	605/607 N 8th St	180,100	3,379,100
59281108180		145,200	13,000
59281108210		53,900	6,000
59281107310	727 N 8th St	-	-
59281107330	709/707 N 8th St	49,000	264,000
59281109806	812 New Jersey Ave	-	-
	Total Real Estate	\$ 3,236,700	\$ 14,671,100
			\$ 17,907,800

		<u>Land Value</u>	<u>Improvements</u>	<u>Total Assessed Value</u>			
59281810482	604 N 8th St		187,460	187,460			
59281830920	823 S 8th St		60,100	60,100			
59281890753	828 Riverfront Dr		11,760	11,760			
59281920372	636 Wisconsin Ave		136,090	136,090			
59281905082	731 Pennsylvania Ave		190	190			
59281865208	731 Pennsylvania Ave		5,650	5,650			
59281855306	733 Pennsylvania Ave		30,650	30,650			
59281810068	505 S 8th St		3,990	3,990			
59281850515	507 S 8th St		8,960	8,960			
59281905376	511 S 8th St		18,890	18,890			
59281905375	515 S 8th St		16,460	16,460			
59281905031	519 S 8th St		1,170	1,170			
59281835200	531 S 8th St		7,080	7,080			
59281860370	729 S 8th St		63,990	63,990			
59281885046	723 Center Ave		137,710	137,710			
59281845003	723 Center Ave		4,480	4,480			
59281835106	513 N 8th St		1,900	1,900			
59281870094	511 N 8th St		4,840	4,840			
59281860500	509 N 8th St		8,100	8,100			
59281810006	703 N 8th St		1,200	1,200			
59281905065	703 N 8th St		15,100	15,100			
59281920467	703 N 8th St		5,000	5,000			
59281865075	703 N 8th St		800	800			
59281800370	815 New York Ave		12,950	12,950			
59281915280	815 New York Ave		2,240	2,240			
59281830560	819 New York Ave		3,140	3,140			
59281835237	618 N 7th St		4,540	4,540			
59281905050	729 New York Ave		2,300	2,300			
59281820342	627 N 8th St		7,530	7,530			
59281905088	625 N 8th St		820	820			
59281900769	623 N 8th St		21,820	21,820			
59281890798	621 N 8th St		3,910	3,910			
59281825581	617 N 8th St		9,550	9,550			
59281890942	605 N 8th St		260	260			
59281910202	605 N 8th St		309,270	309,270			
59281920293	605 N 8th St		483,590	483,590			
59281925112	605 N 8th St		40	40			
59281935016	605 N 8th St		36,730	36,730			
59281885424	607 N 8th St		54,500	54,500			
59281900309	709 N 8th St		6,230	6,230			
59281900225	707 N 8th St		6,680	6,680			
Total Personal Property		\$	-	\$	1,697,670	\$	1,697,670
Grand Total		\$	3,236,700	\$	16,368,770	\$	19,605,470

MAP 1

Proposed TID #16

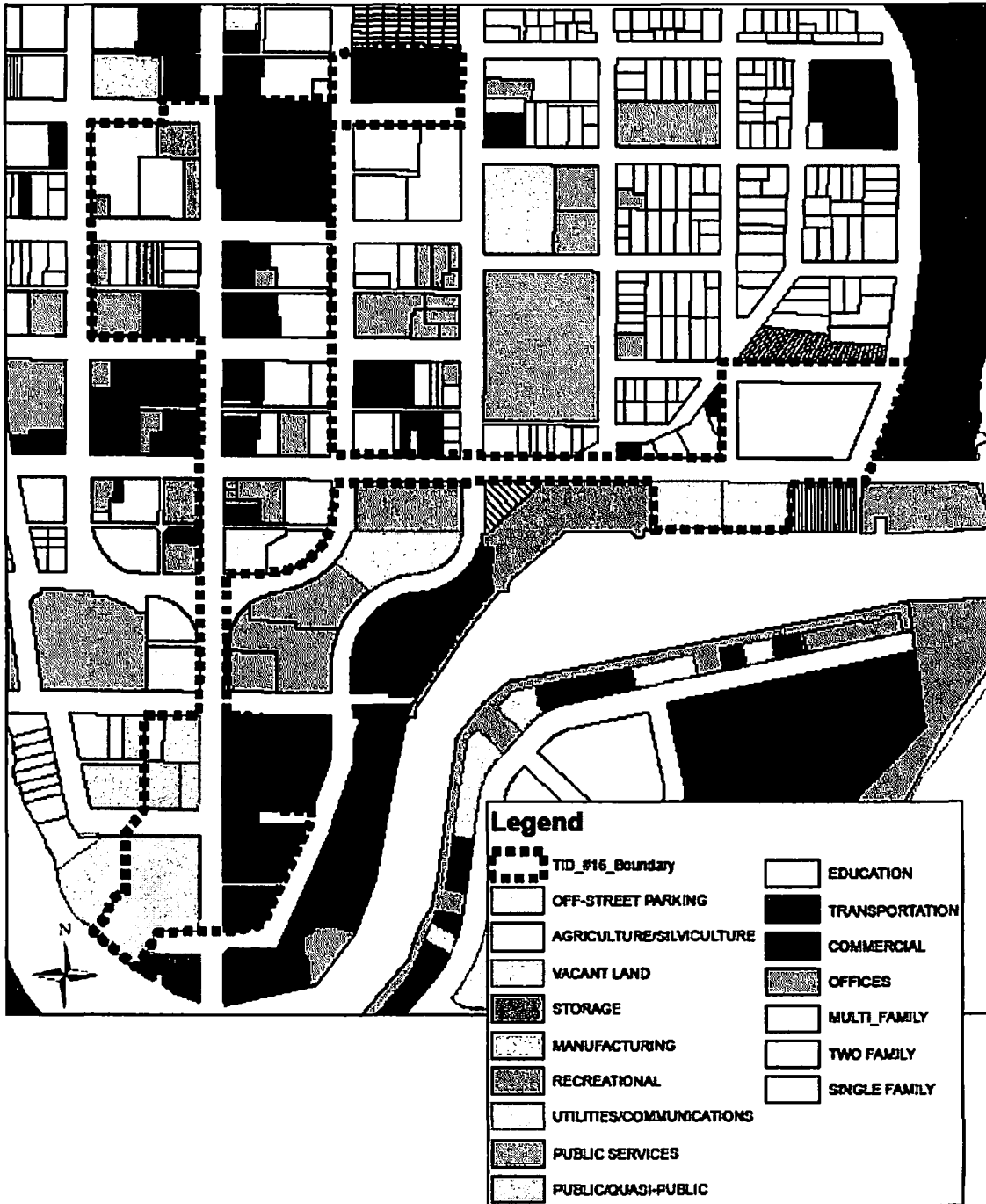


Legend

- Proposed TID #16 Parcels
- TID #16 Boundary



Proposed TID #16 Land Use Map



ECONOMIC FEASIBILITY

The economic feasibility of TID #16 depends on the tax incremental revenue generated from within the District. There are three critical components in determining the economic feasibility of a TID: New development increases in property value, inflation driven increases in property value, and the change in the full value tax rate. In projecting the future increment and income generated by TID #16, assumptions were made for each of the above-mentioned critical components. These assumptions are identified below.

A. New Development Activities:

The TID is projected to realize \$35,000,000 in new value over its anticipated 20 year life in mixed-use development.

City of Sheboygan TID #16

NUMBER	PROJECT	ESTIMATED VALUE	PROJECT YEAR
1	Boston Store Mixed Use	\$11M	2016
2	Residential Development	\$9.4M	2016
3	Mixed Use Development	\$8M	2018
4	Mixed Use Development	\$500K	2017
5	Residential Development	\$2.5M	2019
6	Mixed Use Development	\$3.5M	2022
	Total	\$35,000,000	

B. Inflation Rate

Inflation is assumed to be 2.0% over the life of the District.

C. Full Value Tax Rate

The full value tax rate is assumed to be \$26.98 per thousand in 2014 and remain constant through the life of the district.

PROJECTED INCOME

	<u>Cumulative Value Increment</u>	<u>Inflation Increment</u>	<u>Development Construction</u>	<u>Development Construction Increment</u>	<u>Annual Value Increment</u>	<u>Tax Rate</u>	<u>Tax Increment Income</u>
2017		-	20,400,000	-	-	0.02698	-
2018	20,400,000	418,000	500,000	20,400,000	20,400,000	0.02698	561,670
2019	20,900,000	578,000	8,000,000	500,000	918,000	0.02698	579,476
2020	28,900,000	628,000	2,500,000	8,000,000	8,578,000	0.02698	796,665
2021	31,400,000	628,000	-	2,500,000	3,128,000	0.02698	864,115
2022	31,400,000	628,000	-	-	628,000	0.02698	864,115
2023	31,400,000	698,000	3,500,000	-	628,000	0.02698	866,004
2024	34,900,000	698,000	-	3,500,000	4,198,000	0.02698	960,434
2025	34,900,000	698,000	-	-	698,000	0.02698	960,434
2026	34,900,000	698,000	-	-	698,000	0.02698	960,434
2027	34,900,000	698,000	-	-	698,000	0.02698	960,434
2028	34,900,000	698,000	-	-	698,000	0.02698	960,434
2029	34,900,000	698,000	-	-	698,000	0.02698	960,434
2030	34,900,000	698,000	-	-	698,000	0.02698	960,434
2031	34,900,000	698,000	-	-	698,000	0.02698	960,434
2032	34,900,000	698,000	-	-	698,000	0.02698	960,434
2033	34,900,000	698,000	-	-	698,000	0.02698	960,434
2034	34,900,000	698,000	-	-	698,000	0.02698	960,434
2035	34,900,000	698,000	-	-	698,000	0.02698	960,434
2036	34,900,000	698,000	-	-	698,000	0.02698	960,434
2037	34,900,000	698,000	-	-	698,000	0.02698	960,434
2038	34,900,000	698,000	-	-	698,000	0.02698	960,434
2039	34,900,000	698,000	-	-	698,000	0.02698	960,434
2040	34,900,000	698,000	-	-	698,000	0.02698	960,434
2041	34,900,000	698,000	-	-	698,000	0.02698	960,434
2042	34,900,000	698,000	-	-	698,000	0.02698	960,434
2043	34,900,000	698,000	-	-	698,000	0.02698	960,434

Base Value - 2015 Assessed Value

\$ 21,331,000

\$ 23,740,725

Assumptions: 2% annual inflation of assessed values

Tax Increments determined using value increments from construction only

Analysis assumes the TIF expires at the end of the 27 year period (2043)

PROJECTED EXPENDITURES

EXPENDITURES				
	PayGO Note	Projects	City Admin.	Total
2015	-	-	-	-
2016	1,500,000	1,705,000	50,000	3,255,000
2017		525,000	50,000	575,000
2018	1,000,000	1,195,000	50,000	2,245,000
2019		8,000,000	50,000	8,050,000
2020			50,000	50,000
2021			50,000	50,000
2022		525,000	50,000	575,000
2023		400,000	50,000	450,000
2024	1,000,000		50,000	1,050,000
2025			50,000	50,000
2026			50,000	50,000
2027			50,000	50,000
2028			50,000	50,000
2029			50,000	50,000
2030	1,500,000		50,000	1,550,000
2031			50,000	50,000
2032			50,000	50,000
2033			50,000	50,000
2034			50,000	50,000
2035	1,500,000		50,000	1,550,000
Total	6,500,000	12,350,000	1,000,000	19,850,000

Funding Sources: 2016 - Borrow \$1,705,000
 2017 - Advance to TIF \$711,400 (includes interest payment)
 2018 - Borrow \$1,195,000
 2019 - Borrow \$8,000,000
 2022 - Fund Balance \$525,000
 2023 - Fund Balance \$400,000

CASH PROFORMA

	REVENUES		Total Revenues	EXPENSES		Total Expenses	Fund Balance Repay Advances	Total Debt & Advances Repayments
	Increment	Advances		Debt	Admin			
2017	-	136,400	136,400	136,400	-	136,400		136,400
2018	561,670		561,670	333,843	50,000	383,843	177,827	561,670
2019	579,476		579,476	433,524	50,000	483,524	95,952	579,476
2020	796,665		796,665	1,068,975	50,000	1,118,975	(322,310)	796,665
2021	864,115		864,115	1,052,426	50,000	1,102,426	(238,311)	864,115
2022	864,115		864,115	1,035,877	50,000	1,085,877	(221,762)	864,115
2023	866,004		866,004	1,019,327	50,000	1,069,327	(203,323)	866,004
2024	960,434		960,434	1,102,779	50,000	1,152,779	(192,345)	960,434
2025	960,434		960,434	1,111,229	50,000	1,161,229	(200,795)	960,434
2026	960,434		960,434	994,680	50,000	1,044,680	(84,246)	960,434
2027	960,434		960,434	978,131	50,000	1,028,131	(67,697)	960,434
2028	960,434		960,434	961,582	50,000	1,011,582	(51,148)	960,434
2029	960,434		960,434	945,032	50,000	995,032	(34,598)	960,434
2030	960,434		960,434	1,078,484	50,000	1,128,484	(168,050)	960,434
2031	960,434		960,434	1,061,934	50,000	1,111,934	(151,500)	960,434
2032	960,434		960,434	1,045,385	50,000	1,095,385	(134,951)	960,434
2033	960,434		960,434	903,836	50,000	953,836	6,598	960,434
2034	960,434		960,434	887,287	50,000	937,287	23,147	960,434
2035	960,434		960,434	870,737	50,000	920,737	39,697	960,434
2036	960,434		960,434	854,187	50,000	904,187	56,247	960,434
2037	960,434		960,434	686,000	50,000	736,000	224,434	960,434
2038	960,434		960,434	674,000	50,000	724,000	236,434	960,434
2039	960,434		960,434	662,000	50,000	712,000	248,434	960,434
2040	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2041	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2042	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2043	960,434		960,434	150,000	50,000	200,000	760,434	960,434
Total	\$ 23,740,725	\$ 136,400	\$ 23,877,125	\$ 20,797,655	\$ 1,300,000	\$ 22,097,655	\$ 1,779,470	\$ 23,877,125

VI. FINANCING

Under Wisconsin law there are several methods of borrowing, some of which apply against a municipality's debt limit, and others that do not apply against the limit. The state sets this limit at five percent (5%) of the municipality's total equalized property valuation. The feasibility of financing specific projects at any given time using a particular method can be determined based on the municipality's current fiscal situation, anticipated non-TIF related capital needs, the amount of money to be borrowed, interest rates, and lending terms.

Possible funding sources include:

Federal/State Grant and Loan Programs

The State and Federal Government often sponsor grant and loan programs that municipalities may potentially use to supplement TIF expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to insure State and Federal participation in the project.

General Obligation Bonding

General Obligation Bonds are a debt instrument backed by the full faith and credit of the municipality and its ability to raise revenue through taxation. In the case of default, the municipality is liable for repayment of the debt. As a result, this type of debt can often result in lower interest rates than regular General Obligation Borrowing.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond to one or more developer to provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City’s borrowing capacity.

VII. PROPOSED ZONING CHANGES

The City of Sheboygan is zoned in accordance with an ordinance formally adopted by the Common Council. Based on the current zoning classifications within TID #16, zoning changes may be necessary to accommodate planned redevelopment opportunity as a result of creating TID #16.

VIII. PROPOSED CHANGES IN THE COMMUNITY DEVELOPMENT PLAN, MAP, BUILDING CODES AND ORDINANCES

The creation of TID #16 will not require any changes to the existing

community development plans or the City's municipal codes or ordinances. The projects proposed in the Project Plan are consistent with the development policies of the municipality, as well as existing building codes, maps, and ordinances. Expenditures in the District will follow the City's Harbor Centre Downtown Master Plan adopted in March 2014.

VIX. RELOCATION

Relocation activities are not anticipated pursuant to the creation of TID #16. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required by Wisconsin State Stats. Chapter 32.

X. STATEMENT INDICATING HOW CREATION OF THE TID PROMOTES THE ORDERLY DEVELOPMENT OF THE MUNICIPALITY

TID #16 will promote orderly development in the City of Sheboygan by marketing and attracting economic activity to a specified area. This allows the City greater control over economic activity in order to ensure that development and/or growth is orderly, harmonious with adjoining land uses, and enhances the health and welfare of the community.

XI. A LIST OF ESTIMATED NON-PROJECT COSTS

Non-project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. Examples would include:

1. A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside the District would be a non-project cost.
2. A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
3. Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

XII. LEGAL OPINION

An opinion from the City legal counsel regarding the Project Plan for TID #16 and its compliance with s. 66.1105 of Wisconsin Statutes is provided below.

APPENDIX

CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

Revenue Year	City 36.01%	County 20.99%	Sheboygan Area School 40.02%	Technical College 2.98%	Total
2017					-
2018	202,257	117,895	224,780	16,738	561,670
2019	208,669	121,632	231,906	17,268	579,476
2020	286,879	167,220	318,825	23,741	796,665
2021	311,168	181,378	345,819	25,751	864,115
2022	311,168	181,378	345,819	25,751	864,115
2023	311,848	181,774	346,575	25,807	866,004
2024	345,852	201,595	384,366	28,621	960,434
2025	345,852	201,595	384,366	28,621	960,434
2026	345,852	201,595	384,366	28,621	960,434
2027	345,852	201,595	384,366	28,621	960,434
2028	345,852	201,595	384,366	28,621	960,434
2029	345,852	201,595	384,366	28,621	960,434
2030	345,852	201,595	384,366	28,621	960,434
2031	345,852	201,595	384,366	28,621	960,434
2032	345,852	201,595	384,366	28,621	960,434
2033	345,852	201,595	384,366	28,621	960,434
2034	345,852	201,595	384,366	28,621	960,434
2035	345,852	201,595	384,366	28,621	960,434
2036	345,852	201,595	384,366	28,621	960,434
2037	345,852	201,595	384,366	28,621	960,434
2038	345,852	201,595	384,366	28,621	960,434
2039	345,852	201,595	384,366	28,621	960,434
2040	345,852	201,595	384,366	28,621	960,434
2041	345,852	201,595	384,366	28,621	960,434
2042	345,852	201,595	384,366	28,621	960,434
2043	345,852	201,595	384,366	28,621	960,434
	\$ 8,549,035	\$ 4,983,178	\$ 9,501,038	\$ 707,474	\$ 23,740,725

Note: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

III

4.2

Res. No. 56 - 15 - 16. By Alderperson Belanger. July 20, 2015.

A RESOLUTION approving a Territory Amendment #1 to the Project Plan of Tax Incremental Financing District No. 6, City of Sheboygan, Wisconsin.

WHEREAS, pursuant to Sec. 66.46 Wisconsin Statutes (1991), on January 20, 1992, the City of Sheboygan created Tax Incremental Financing District No. 6 under Res No. 306-91-92.

WHEREAS, the City of Sheboygan Plan Commission and Common Council have reviewed and approved Territory Amendment #1 Project Plan, which outlined the following:

1. The subtraction of ten parcels from the District is reasonable and the subtraction of those ten parcels does not affect the plan or projects.
2. The original reasons and justifications for creating the TIF District as outlined in Res No. 306-91-92 remain valid.
3. No additional costs or projects are being proposed as result of this amendment.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 14, 2015, held a public hearing concerning the proposed Territory Amendment #1 to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted, and subsequently recommended approval to the Common Council an amended Project Plan for the District; and

RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED: The City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of said District, and

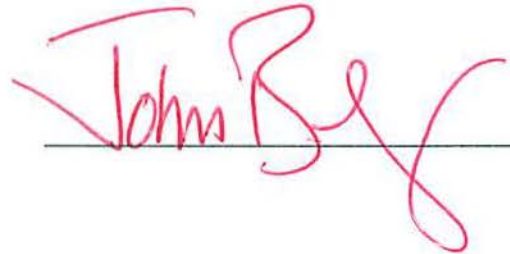
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the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.



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, WISCONSIN

**Territory Amendment No. 1 to
Tax Incremental District No. 6**



Joint Review Board Organizational Meeting Held: July 14, 2015

Public Hearing Held: July 14, 2015

Adopted by Plan Commission: July 14, 2015

Adopted by City Council: August 3, 2015

Anticipated to be Considered for Approval by Joint Review Board: August 4, 2015

August, 2015

**Tax Incremental District No. 6
Territory Amendment #1**

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Donald Hammond	Council Member
John Belanger	Council Member
Darryl Carlson	Council Member
Todd Wolf	Council Member
Jodi Vander Weele	Council Member
Michael Damrow	Council Member
Job Hou-seye	Council Member
Mary Lynne Donohue	Council Member
Bill Thiel	Council Member
Julie Kath	Council Member
Mark Hermann	Council Member
Bryan Bitters	Council Member
Susan Lessard	Council Member
Joseph Heidemann	Council Member
James Bohren	Council Member

City Staff

James Amodeo	Chief Administrative Officer
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

Plan Commission

Michael Vandersteen, Chair
Ald. John Belanger
Marilyn Montemayor
Todd Wolf
Gerald Jones
Don Cvetan
Ryan Sazama, City Engineer
Chad Pelishek, Ex-officio

Joint Review Board

Michael Vandersteen, Chair
Mark Boehlke
Cindy Dross
Mark Winkel
David Gass

City Representative
Sheb Area School District
Lakeshore Technical College
Sheboygan County
Citizen Member

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EXECUTIVE SUMMARY

DESCRIPTION OF ORIGINAL DISTRICT AND PROPOSED TERRITORY AMENDMENT #1

- **Original District Purpose** - Tax Incremental District (“TID”) No. 6 (“District”) is an existing Rehabilitation district, which was created by a creation resolution of the City Council adopted on January 20, 1992.
- **Original Project Plan Creation** – Tax Incremental District No. 6 original project plan dated 12/1991 was adopted by the Common Council under Resolution No. 306-91-92.
- **Additional Amendments** -
Amendment No. 1 was adopted by resolution on January 17, 1994 to address unforeseen conditions from the Ametek and Rockline Industries expansion projects.

Amendment No. 2 was adopted by resolution on June 4, 2001 adding the C. Reiss Coal (currently South Pier) property and R-Way Furniture properties.

- **Purpose of this Amendment**

The City proposes to remove specified parcels from the District whose inclusion will limit developer incentives to be provided as up-front cash and Pay Go scenarios on these parcels due to the TID expenditure period which ends on 12/31/2017. Subsequent to this territory amendment, the City will be creating TID 16 to include these parcels.

A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District’s boundaries.

SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Territory Amendment and the exhibits contained and referenced herein, the following findings are made:

1. Not less than 50% by area of the real property within such district would meet at least one of the following criteria:
 - a. Is a “blighted area”;
 - b. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution and Amendments, the District remains declared a rehabilitation district based on the identification and classification of the property included within the District.
 - c. The project costs will not change as a result of this amendment.
 - d. There are no additional improvements as a result of this amendment.

- e. This Territory Amendment #1 Project Plan for the District is feasible, and is in conformity with the Comprehensive Plan of the City.

TYPE & GENERAL DESCRIPTION OF DISTRICT

Tax Incremental District No. 6 (the "District") was created under the authority provided by Wisconsin Statutes Section 66.1105 on January 20, 1992 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 1993.

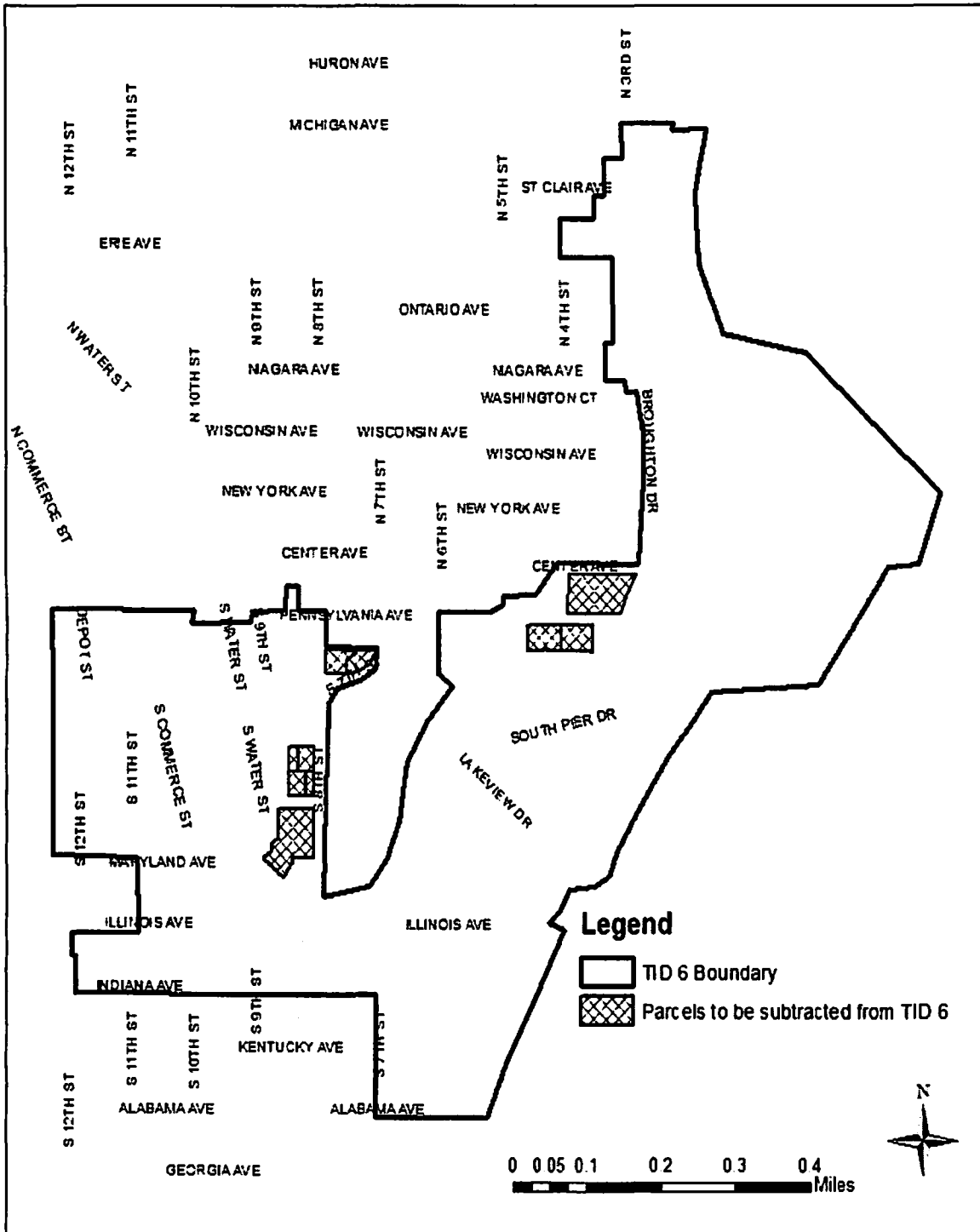
The existing District is a "Rehabilitation or Conservation District" created on a finding that at least 50%, by area, of the real property within the District was in need of rehabilitation or conservation work, as defined in Section 66.1337(2m)(a). The District will remain in compliance with this finding after the subtraction of the Territory identified in this Amendment. In addition, the District will remain in compliance with the "vacant land test," which requires that property standing vacant for seven years immediately preceding adoption of the Creation Resolution for this District will not comprise more than 25% of the area in the District in compliance with Section 66.1105(4)(gm)1. of the Wisconsin State Statutes.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding or subtracting territory up to a total of four times during the life of the District. The boundaries of TID No. 6 have not previously been amended. This Territory Amendment does not supersede or replace any component of the original Project Plan and previously approved amendments, unless specifically stated. All components of the original Project Plan and amendments remain in effect.

The City proposes to remove specified parcels from the District to facilitate new investment on primarily vacant/underutilized parcels. For the purposes of the analysis in this Territory Amendment, the subtracted parcels will lose all of their improvement and land value. The subtraction of the identified territory would have no effect on the anticipated closure date of year 2023. The net present value of the increment projected to occur by subtracting these parcels is \$699,500 lower than the net present value of the increment projected to occur by leaving the territory in the District.

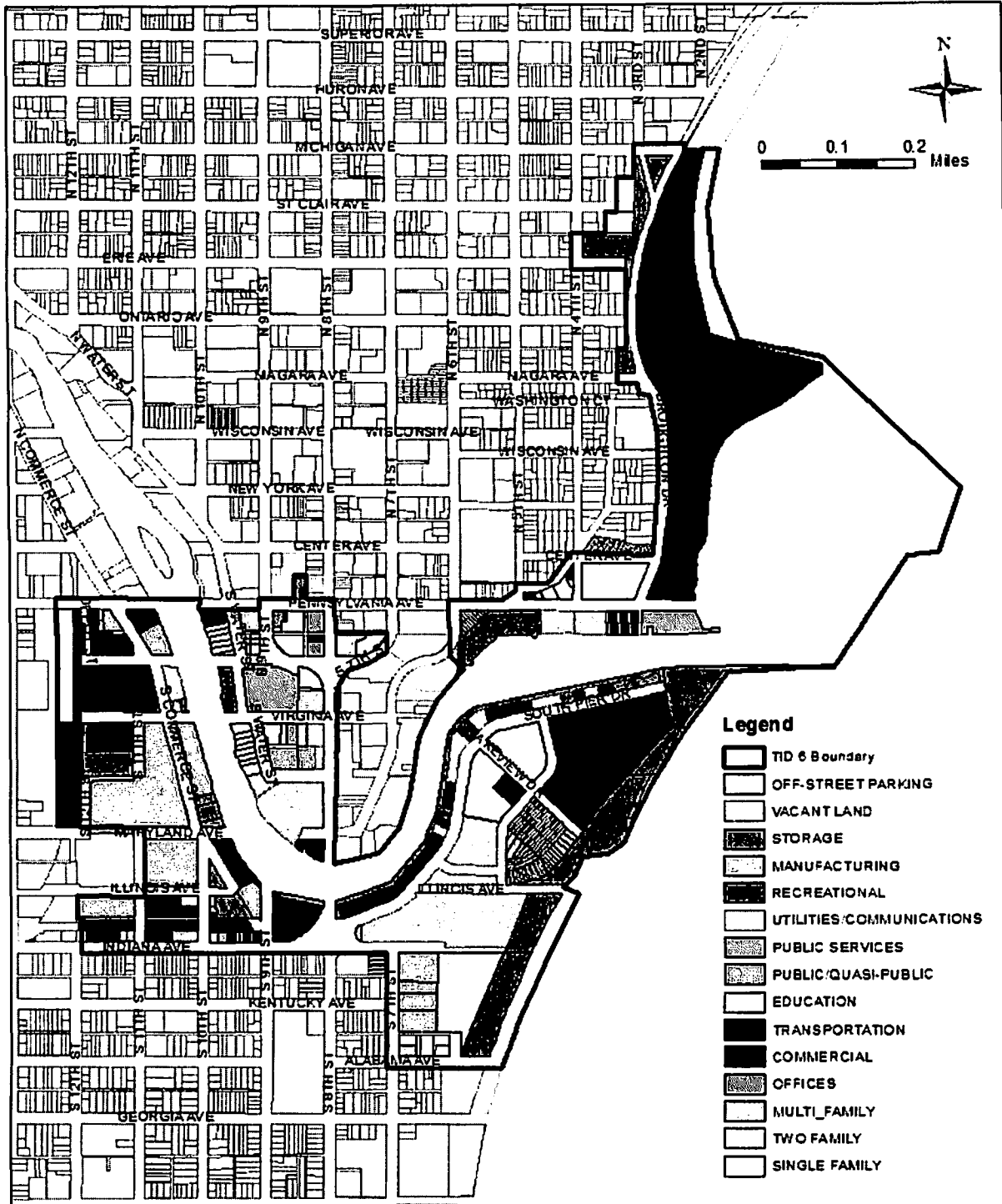
A map depicting the boundaries of the District is found in Section 3 of this Territory Amendment. Based upon the findings as stated above, and the original findings as stated in the creation resolution, the District remains a Rehabilitation District based on the identification and classification of the property included within the district.

MAP OF ORIGINAL DISTRICT BOUNDARY, WITH TERRITORY AMENDMENT AREA IDENTIFIED



MAP SHOWING EXISTING USES & CONDITIONS WITHIN THE TERRITORY REMAINING

Below is an updated existing conditions map from 2014 for the boundaries of the TID 6. The original existing uses and conditions map can be found in the Original Project Plan.



LIST OF PARCELS WITHIN THE TERRITORY TO BE SUBTRACTED FROM THE DISTRICT & ANALYSIS

Parcel ID	1992 Assessed Land	1992 Assessed Improv.	1992 Assessed Total	2015 Assessed Land	2015 Assessed Improv.	2015 Assessed Total	Lot Size
112995	37,200	0	37,200	179,500	0	179,500	37,443
110032	0	0	0	0	0	0	102,883
112980	0	0	0	0	0	0	107,862
111190	37,200	0	37,200	189,900	0	189,900	39,177
109200	31,500	109,200	140,700	155,200	599,300	754,500	23,865
109210	0	0	0	0	0	0	20,847
109770	9,500	900	10,400	0	0	0	9,541
109760	47,700	105,600	153,300	0	0	0	19,083
109810	23,900	21,700	45,600	0	0	0	9,541
109805	0	0	0	0	0	0	19,083

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan dated December 1991 and all amendments remain in effect.

MAP SHOWING PROPOSED IMPROVEMENTS AND USES WITHIN THE TERRITORY REMAINING

There will be no changes to the proposed improvements within the territory remaining or uses within the District as a result of this amendment. A copy of this map can be found in the Original Project Plan document dated December 1991.

DETAILED LIST OF ADDITIONAL PROJECT COSTS

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan dated December 1991 and all amendments remain in effect.

ECONOMIC FEASIBILITY STUDY & A DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED

The information and exhibits contained within this section, demonstrate that the District, as amended by this Territory Amendment, will remain economically feasible.

PLAN IMPLEMENTATION

As stated in the Original Project Plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this plan to accomplish this objective.

IMPLEMENTATION & FINANCING TIMELINE

There are no proposed changes to the projects or projects costs identified in the Original Project Plan dated December 1991.

DEVELOPMENT ASSUMPTIONS

The table below projects declines in property value as of January 1, 2015 for the subtracted parcels. For the purposes of this analysis, the properties will lose all of their land and improvement value.

TID # 6 - Base Value - 1992 **\$ 20,092,900**
Impact of Value Reduction

Valuation Year	Revenue Year	Total Equalized Valuation	Value Reduced	Valuation Increment	Tax Increment
2007	2008	\$ 126,702,600		\$ 106,609,700	\$ 2,334,111
2008	2009	132,103,600		112,010,700	2,514,422
2009	2010	102,027,800		81,934,900	2,754,598
2010	2011	73,241,400		53,148,500	2,171,499
2011	2012	55,549,500		35,456,600	1,442,366
2012	2013	55,314,200		35,221,300	975,388
2013	2014	64,064,400		43,971,500	988,746
2014	2015	64,064,400		43,971,500	1,218,043
2015	2016	63,364,900	(699,500)	43,272,000	1,201,666
2016	2017	63,364,900	(699,500)	43,272,000	1,201,666
2017	2018	63,364,900	(699,500)	43,272,000	1,201,666
2018	2019	63,364,900	(699,500)	43,272,000	1,201,666
2019	2020	63,364,900	(699,500)	43,272,000	1,201,666
2020	2021	63,364,900	(699,500)	43,272,000	1,201,666
2021	2022	63,364,900	(699,500)	43,272,000	1,201,666
2022	2023	63,364,900	(699,500)	-	-

Appreciation Factor Years 2016-2022 0%

INCREMENT REVENUE PROJECTIONS

The table below projects the tax increment for the District if declines in property value as of January 1, 2015 for the subtracted parcels occurs. For the purposes of this analysis, the properties will lose all of their land and improvement value.

-----OTHER INCOME-----								
Revenue Year	Tax Increment	Exempt Property	Interest Earnings	In Lieu of Tax	Transfers TID 11	Total Other	Change in Funds Applied	Total Revenue
2008	2,334,111	13,521	26,530	53,099		93,150	(766,012)	1,661,249
2009	2,514,422	11,846	29,975	37,777		79,598	(558,114)	2,035,906
2010	2,754,598	9,300	75,585	94,734		179,619	(1,041,026)	1,893,191
2011	2,171,499	6,986	44,062	72,661		123,709	(379,470)	1,915,738
2012	1,442,366	5,232	47,453	97,926		150,611	325,306	1,918,283
2013	975,388	10,830	11,580	231,445	336,777	590,632	276,315	1,842,335
2014	988,746	5,365	-	282,967	311,051	599,383	248,919	1,837,048
2015	1,218,043	5,365	-	282,967	316,051	604,383	(19,378)	1,803,048
2016	1,201,666	5,365	-	282,967	80,251	368,583	(3,001)	1,567,248
2017	1,201,666	5,365	-	282,967	27,051	315,383	(3,001)	1,514,048
2018	1,201,666	5,365	-	282,967	-	288,332	(4,500)	1,485,498
2019	1,201,666	5,365	-	282,967	-	288,332	(34,750)	1,455,248
2020	1,201,666	5,365	-	282,967	-	288,332	(91,350)	1,398,648
2021	1,201,666	5,365	-	282,967	-	288,332	(148,650)	1,341,348
2022	1,201,666	5,365	-	282,967	-	288,332	(286,629)	1,203,369
2023	-	-	-	-	-	-	44,969	44,969

INCREMENT DEBT

The table below projects the debt payments, interest on advances and administrative expenses of the District.

Revenue Year	Debt	Interest on Advances	Admin	Total Expenses
2008	1,646,672	14,577		1,661,249
2009	2,032,970	2,936		2,035,906
2010	1,889,862	1,292	2,037	1,893,191
2011	1,914,807	-	931	1,915,738
2012	1,914,796		3,487	1,918,283
2013	1,841,560		775	1,842,335
2014	1,836,898		150	1,837,048
2015	1,802,898		150	1,803,048
2016	1,567,098		150	1,567,248
2017	1,513,898		150	1,514,048
2018	1,485,348		150	1,485,498
2019	1,455,098		150	1,455,248
2020	1,398,498		150	1,398,648
2021	1,341,198		150	1,341,348
2022	1,203,219		150	1,203,369
2023	44,819		150	44,969

OUTSTANDING DEBT SCHEDULE

Year			Note 2001		Note 2002		Notes 2004B		Bonds 2006C		Bonds 2006D	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2008	50,000	1,875	50,000	7,542	125,000	24,612	125,000	23,650	30,000	174,037	300,000	475,750
2009			50,000	5,406	140,000	21,175	140,000	20,525	125,000	182,838	300,000	459,250
2010			75,000	3,280	175,000	16,975	150,000	17,025	140,000	167,450	250,000	442,750
2011					175,000	11,550	150,000	13,125	230,000	161,500	300,000	428,750
2012					175,000	5,863	150,000	9,000	225,000	151,725	350,000	411,950
2013							150,000	4,650	225,000	142,162	575,000	392,350
2014									325,000	132,600	650,000	360,150
2015									300,000	119,600	700,000	323,750
2016									350,000	107,600	700,000	284,550
2017									350,000	93,600	700,000	245,350
2018									375,000	79,600	700,000	205,800
2019									400,000	64,600	700,000	165,550
2020									400,000	48,600	700,000	124,950
2021									400,000	32,600	700,000	83,650
2022									400,000	16,400	700,000	42,000
2023												
	50,000	1,875	175,000	16,228	790,000	80,175	865,000	87,975	4,275,000	1,674,912	8,325,000	4,446,550

Year	Notes-2006B		Land Recycling		Land Recycling		State Trust Fund		Principal	Interest	Total
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest			
2008		55,125	80,129	9,195	39,822		60,090	14,845	860,041	786,631	1,646,672
2009	300,000	85,294	80,129	8,596	39,822		62,835	12,100	1,237,786	795,184	2,032,970
2010	200,000	49,500	80,129	7,996	39,822		65,663	9,272	1,175,614	714,248	1,889,862
2011	200,000	42,000	80,129	7,996	39,822		68,617	6,317	1,243,568	671,238	1,914,807
2012	200,000	34,500	80,129	6,796	39,822	-	71,773	3,239	1,291,724	623,073	1,914,796
2013	200,000	26,250	80,129	6,197	39,822	-			1,269,951	571,609	1,841,560
2014	225,000	18,000	80,129	6,197	39,822	-			1,319,951	516,947	1,836,898
2015	225,000	9,000	80,129	5,597	39,822	-			1,344,951	457,947	1,802,898
2016			80,129	4,997	39,822	-			1,169,951	397,147	1,567,098
2017			80,129	4,997	39,822	-			1,169,951	343,947	1,513,898
2018			80,129	4,997	39,822	-			1,194,951	290,397	1,485,348
2019			80,129	4,997	39,822	-			1,219,951	235,147	1,455,098
2020			80,129	4,997	39,822	-			1,219,951	178,547	1,398,498
2021			80,129	4,997	39,822	-			1,219,951	121,247	1,341,198
2022			80,129	4,997	39,822	-			1,219,951	63,397	1,283,348
2023					39,822	4,997			39,822	4,997	44,819
	1,550,000	319,669	1,201,935	93,549	637,152	4,997	328,978	45,773	18,198,065	6,771,703	24,969,768

ESTIMATE OF REMAINING DISTRICT TO BE DEVOTED TO RETAIL BUSINESS

The City estimates that approximately 75%-100% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Sections 66.1105(5)(b) and 66.1105(6)(am)1 of the Wisconsin Statutes.

PROPOSED CHANGES IN ZONING ORDINANCES

The City of Sheboygan does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Territory Amendment.

PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF SHEBOYGAN ORDINANCES

It is expected that this Territory Amendment will be complementary to the City's Master Plans. There are no proposed changes to the master plan, map, building codes or other City of Sheboygan's ordinances for the implementation of this Territory Amendment.

RELOCATION

Relocation is controlled by State Statutes Chapter 32 and implementing Administrative Codes. Those codes define the application of relocation laws and define "public project". The city will comply with Relocation Laws as they apply to property acquisitions.

No relocation is anticipated based on the subtraction of territory from this District.

ORDERLY DEVELOPMENT AND REDEVELOPMENT OF THE CITY OF SHEBOYGAN

Subtraction of territory from the District will have no impact on the viability of the Original District Project Plan as it relates to the orderly development and redevelopment of the City.

The Central Business District still remains a viable area to promote the development and redevelopment objectives identified in the Original Project Plan.

LIST OF ESTIMATED NON-PROJECT COSTS

The City does not expect to incur any non-Project Costs in the implementation of this Territory Amendment.

OPINION OF ATTORNEY FOR THE CITY OF SHEBOYGAN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES, SECTION 66.1105

III

4.3

Res. No. 57 - 15 - 16. By Alderperson Hammond. July 20, 2015.


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

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

Establish appropriation for City portion of Fiber Optic Network Intergovernmental Cooperative Agreement:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contribution 10181700-811707	Information Technology Fund Communication Equipment 70717100-642300	\$305,000
Information Technology Fund Unreserved Retained Earnings 707-272000	Information Technology Fund Communication Equipment 70717100-642300	\$261,756
Wastewater Fund Contribution 60181700-811707	Information Technology Fund Communication Equipment 70717100-642300	\$113,101
Transit Fund Contribution 65181700-811707	Information Technology Fund Communication Equipment 70717100-642300	\$1,541

Inance



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

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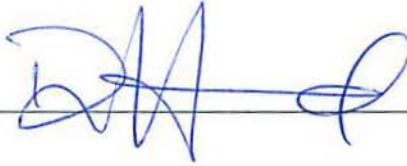
III

4.4

Res. No. 58 - 15 - 16. By Alderperson Hammond. July 20, 2015.

A RESOLUTION authorizing the appropriate City officials to execute the Fiber Optic Network Intergovernmental Cooperative Agreement between the City of Sheboygan, Sheboygan County, and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Fiber Optic Network Intergovernmental Cooperative Agreement in form substantially similar to the attached.



Inance

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

10/11

III

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FIBER OPTIC NETWORK INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081; and the **SHEBOYGAN AREA SCHOOL DISTRICT** (District), a Wisconsin school district organized under Wis. Stat. § 117.105, having its principal offices at 830 Virginia Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City, County, and District have heretofore purchased and maintained independent cable network systems to support their respective operations. This Agreement is intended to establish a protocol under which the parties will construct, operate, and maintain a coordinated regional communications infrastructure in the form of the Network as defined below.

3. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation.

4. **DEFINITIONS.** The following terms shall have the following meanings:

“Cables” means the fiber optic cables running through the Laterals.

“City Laterals” means the eight (8) Laterals other than the Lateral connecting with the Fire Department 5 site to be owned by the City and identified in Paragraph 2.03 of the RFB.

“City/District Lateral” means the Lateral connecting to the Jackson Elementary site identified with the District and to the Fire Station 5 site identified with the City in Paragraph 2.03 of the RFB.

“Construction Contract” means the contract as awarded by the County pursuant to the RFB.

“Contractor” means the general contractor hired to perform the Construction Contract.

“County Laterals” means the eight (8) Laterals to be owned by the County and identified in Paragraph 2.03 of the RFB.

“District Laterals” means the twenty-one Laterals other than the Lateral connecting with the Jackson Elementary site to be owned by the District and identified in Paragraph 2.03 of the RFB.

“Lateral” means a single one of the Laterals.

“Laterals” means the casing and Cables running from the Ring to facilities owned by the parties individually, as well as the casing and Cables owned or serving both the City and the District as described in Section 6.B.5 below.

“Maintenance Contract” means the contract or the individual contracts for the maintenance of the Network as described in Section 8 below.

“Maintenance Provider” means the contractor that provides the maintenance of the Network pursuant to the Maintenance Contract.”

“Network” means the Ring, the Ring Cables and the Laterals and all associated equipment as an integrated system as well as the right to maintain the same on the real estate in and over which the Ring and Laterals run.

“Project” means the construction of the Ring and the Laterals as described in the RFB.

“RFB” means the Request for Bid document prepared by Multimedia Communications & Engineering, Inc. and released by the County on April 3, 2015, which is incorporated into this Agreement by this reference

“Ring” means the casing through which all of the parties’ Cables run and those Cables, which are identifiable as separately owned through color coding and to which the Laterals connect.

“Ring Cables” means those Cables running through the Ring and all related equipment within the Ring.

“Shared Laterals” means the four Laterals to be owned jointly by the parties and identified in Paragraph 2.03 of the RFB.

5. EFFECTIVE DATE; TERM; TERMINATION.

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

B. Term. This Agreement shall remain in full force and effect until the earlier of August 1, 2065 or such time as the parties all agree to terminate it. This Agreement may be terminated as to an individual party upon an Event of Default as set forth in Section 16 below.

C. Withdrawal for Cause. A party may withdraw from this Agreement only in the event of an Event of Default by another of the parties, provided, however, that if the withdrawing party under this Section 1C is the County, the non-defaulting other party shall retain the easement rights for the use and access to the Ring sufficient for the non-defaulting other party to enjoy the rights contemplated by this Agreement.

6. THE CONSTRUCTION CONTRACT.

A. Award and Execution of Construction Contract. County shall review the bids received for the Project and shall share all qualifying bids with City and District within 3 days of County’s bid openings to receive comment and input

from City and District. To the extent the bids contemplate alternate options or have generated alternate options, a majority of the parties shall determine which option will be accepted. With respect to the signing issues addressed in the alternate options, the parties shall use the three-inch (3") option. After the parties have determined which option is to be accepted, County shall award the bids to the lowest responsible bidder. The Construction Contract shall be on terms acceptable to all the parties and, at a minimum shall:

1. name the County as the municipal contracting party, but recognize the third party benefit of the Construction Contract to the City and District;
2. require the Contractor and all relevant subcontractors to work directly with the City and District separately and individually as to the City Laterals, the District Laterals and the City/District Laterals;
3. be on a fixed price or guaranteed maximum price basis;
4. require the Contractor to maintain separate records regarding the costs of the construction of the Ring, Ring Cables, and Shared Laterals, and the parties' separate Laterals.
5. require that the Contractor and every subcontractor that provides labor or materials to the Project shall provide the County a certificate of insurance demonstrating each the Contractor and each such subcontractor has provided liability and casualty insurance in such amounts as the County deems prudent, each policy naming the County, the City and the District as additional insureds and providing a notice period of at least 30 days to all named insureds before any such policy may be cancelled; and
6. include procedures for construction, payment and dispute resolution consistent with the terms of this Agreement.

County shall execute the Construction Contract and shall promptly provide copies of the same to the City and the District.

B. Administration of Construction Contract.

1. **The Ring, Ring Cables, Shared Laterals, and Certain Network Matters.** Except as otherwise set forth below, County shall administer the Construction Contract, including the Shared Laterals, on its own behalf and on behalf of the other parties, and shall supervise and communicate with the Contractor, ensuring that construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day project issues, accounting for

all payments made and received, processing all draw requests for the Project, including draw requests for all Lateral construction sites, and performing all other obligations of the owner under the Construction Contract. County shall coordinate with the City and the District regarding the timing and progress of the construction of the City and District Laterals. On behalf of the parties, County shall purchase the materials identified in Paragraph 7.01 of the RFB. Except with respect to certain Lateral construction costs affecting only the County, County may agree to any necessary change orders, including changing the cost of construction, provided change orders for which County has not obtained consent of a majority of the parties does not exceed in the aggregate \$20,000. Any change orders in excess of \$20,000 not previously approved by all the parties, may only be approved by a majority of the parties, unless the change requested is necessary to address an emergency situation, in which the County is unable to obtain permission in time to mitigate the potential for damage to persons or property.

The County shall promptly submit to the City and the District copies of all draw requests from the Contractor along with a detailed accounting of all costs to be reimbursed by such draw and all charges and payments made to the date of such draw, along with, if available, copies of lien waivers from the Contractor and all subcontractors and material suppliers for the Project. The City and the District shall have a period of ten days from receipt of the foregoing documents to advise the County of any dispute they may have with the draw request. In case of a dispute, each party shall remit the undisputed amount to the County for payment to the Contractor and the disputed amount shall be subject to the dispute resolution procedures set forth in the Construction Contract. The County and the disputing party shall cooperate with each other in the process of dispute resolution as provided for in the Construction Contract. To the extent the terms of the dispute resolution provisions of the Construction Contract require the losing party to pay the costs and fees of the prevailing party, the party or parties that disputed the draw request shall pay such costs and fees. If more than one party is an unsuccessful party in any such proceeding, those parties shall share liability for paying such costs and fees as determined by majority vote of the parties.

2. Administration of Construction of County Laterals and the Shared Laterals. County shall administer on its own behalf the construction of the County Laterals as well as the Shared Laterals and the associated construction quantities identified in Paragraph 6.03 of the RFB.

County shall supervise and communicate with the Contractor as to the County Laterals and the Shared Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the County Laterals and the Shared Laterals. County shall ensure that its administration of construction of the County Laterals and the Shared Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. County may agree, without the prior approval of the other parties, to any necessary change orders with respect to the County Laterals that do not increase the cost of construction any other part of the Network, but County shall not agree to an increase in the price of the construction of the Shared Laterals or to any material modification thereof without the prior written consent of a majority of the parties. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

3. Administration of Construction of City Laterals. City shall administer on its own behalf the construction of the City Laterals and the associated construction quantities identified in Paragraph 6.05 of the RFB. City shall supervise and communicate with the Contractor as to the City Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the City Laterals. City shall ensure that its administration of construction of the City Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. City may agree, without the prior approval of the other parties, to any necessary change orders with respect to the City Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

4. Administration of Construction of District Laterals. District shall administer on its own behalf the construction of the District Laterals and the associated construction quantities identified in Paragraph 6.04 of the RFB. District shall supervise and communicate with the Contractor, ensuring the construction meets prevailing telecommunications

industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the District Laterals. District shall ensure that its administration of construction of the District Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. Without the prior approval of the other parties, District may agree to any necessary change orders with respect to the District Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

5. Administration of the City/District Laterals. City and District shall jointly administer on their own behalves the construction of the City/District Laterals, provided, they shall appoint one person to serve to supervise and communicate with the Contractor. Administration of the City/District Laterals shall be subject to the same provisions of Section 6.B.3 and 4 above and Section 9.B below.

6. Designated Representatives. Each party shall designate and provide authority to an individual to act as representative on its behalf with respect to the other parties and the Contractor to fulfill the obligations of this Agreement. Each representative shall be available at all reasonable times to meet or confer with the other representatives as may be necessary.

7. Construction Costs. The parties will share equally all costs incurred in the construction of the Ring, Ring Cables, and Shared Laterals. Each party shall be responsible for construction costs associated with construction of its Laterals, except that with respect to the City/District Laterals, the District shall be responsible for 75% of the costs and the City shall be responsible for 25% of the costs. Subject to the provisions of Section B.1. above, County shall pay the Contractor within the timetable provided in the Construction Contract and shall promptly notify the other parties of such payment. Within ten (10) days of County's proof of payment and demand for reimbursement, City and District shall reimburse County for their prorata share of the Ring, Ring Cable, and Shared Cable construction costs and all costs associated with the construction of their respective Laterals.

7. ROAD, EXCAVATION AND OBSTRUCTION PERMITS AND APPROVALS.
The parties will cooperate with the Contractor and each other to provide any necessary excavation and obstruction permits or other approvals for work to be performed on or under

any of their respective roads and other property. The Contractor shall provide all required insurance and bonds, and shall abide by all required permit and technical standards, but the parties shall not impose any fees that would otherwise be required to obtain and maintain such permits or other approvals. Any permanent portion of the Network that is constructed on or under streets, roads, or other property owned by a party are there with the knowledge, consent, and license of the that party. For portions of work that lie within the various State Highways, County will provide all necessary Wisconsin Department of Transportation permits and approvals at County's expense, but the Contractor shall adhere to all required insurance and bonds and shall adhere to all required permit and technical standards.

8. MAINTENANCE SERVICES. After the Project is completed, County shall be deemed the "lead agency" responsible for the day-to-day administration of the Ring, the Ring Cables and its own Laterals, provided, however, if a Maintenance Contract of the Ring, Ring Cables and all the Laterals would cost less than separate Maintenance Contracts for the separate parties' Laterals, County shall enter into a Maintenance Contract for the Ring, the Ring Cables and all Laterals. County may assess to each of the City and the District an administrative fee equal to one-tenth of the savings realized because all the maintenance services are being provided under a single Maintenance Contract through County. If no cost savings can be realized through a single Maintenance Contract with the County, each of the parties shall enter into a separate Maintenance Contract with the Maintenance Provider. The parties shall abide by their standard procedures regarding contracts for the procurement of services in soliciting and entering into a Maintenance Contract, but, in any case, there shall be only one Maintenance Provider for the Network. The designated representatives of the parties shall meet and confer on day-to-day administrative issues on an as-needed basis upon the call of any other representatives. County may exercise its discretion in making day-to-day decisions regarding maintenance of the Ring, Ring Cables, and Shared Laterals unless such decisions are objected to by both other parties. County shall take affirmative efforts to inform the other parties of the actions it intends to take on administrative issues in order to allow the other parties a meaningful opportunity to object. Any Maintenance Contract covering the Ring, Ring Cables and all the Laterals shall contain a provision requiring separate accounting for maintenance of the Ring and the parties' separate Laterals.

9. ONGOING OPERATIONAL AND MAINTENANCE COSTS.

A. Ring, Ring Cable, and Shared Lateral Costs. The ongoing operational servicing and maintenance costs with respect to the Ring, Ring Cables, and Shared Laterals shall be borne equally by the parties. As part of its obligations as "lead agency" for the Ring, Ring Cables, and Shared Laterals, County may

commit to up to Five Hundred Dollars (\$500.00) of charges and costs without the approval of the other parties.

B. Lateral Costs. Each party shall be responsible for maintenance costs attributable to its Laterals, except the District shall pay 75% the costs of maintaining the City/District Laterals and the City shall pay 25% of those costs.

C. License and Subscription Fees. If the parties incur periodic subscription, utility or license fees attributable to the Ring, such fees shall be borne equally by the parties. To the extent that the fees can be isolated to the individual party's use or are attributable to the individual party's Laterals, those fees shall be borne by that individual party.

D. Capital Expenses. Any expenses in excess of Five Hundred Dollars (\$500.00) for the Ring or Ring Cables must be approved by two-thirds (2/3) of the parties.

10. ADDITIONAL LATERALS TO PARTIES. At its own cost and expense and without consent of the other parties, any party may add Lateral Cables as long as doing so does not adversely affect the costs of operation to any other party or the capacity or performance of the Network to the detriment of the other parties.

11. EXPANSION OF RING BY PARTIES. No addition of Ring Cables to increase or enhance the capacity or performance of the Network may be undertaken unless two-thirds (2/3) of the parties approve of such expansion. Any expenses of expansion will be borne equally by all parties regardless of whether the party approved of the expansion.

12. PROVISION OF SERVICES TO THIRD PARTIES. The Ring and any services it provides may be offered to third parties on such terms and conditions as all parties unanimously may agree and as may be allowed by law.

13. ADDITION OF NEW PARTIES. Any proposed new parties shall execute a joinder agreement in form acceptable to the existing parties, by which the new parties will agree to become parties under this Agreement and be bound by all of its terms.

14. SECURITY. Each party shall be responsible to assure appropriate security protocols are developed and followed to protect the Network from unauthorized access, data backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with all such protocols.

15. TITLE TO PROPERTY. Legal title to the Ring and the property through which the Ring traverses shall be in the name of County or third parties who have granted easement or similar rights to the County, which easements shall name the City and District as beneficiaries of the easement rights and shall survive termination; provided, County hereby grants to each of City and District separate, non-exclusive licenses to use the Ring

for the purposes set forth in the RFB and as may develop in the future for as long as each of them desires to use the Network. The parties shall each own their Ring Cables and their Laterals. If this Agreement is terminated, any property rights related to hardware or other tangible or intangible assets acquired under this Agreement and any ongoing maintenance shall accrue to the party that paid for it.

16. DEFAULT AND REMEDIES. A party shall be in default if it fails to perform any of its obligations under this Agreement, and such failure continues for a period of ninety (90) days after notice from the other party. In such case, the other parties may declare this Agreement to be terminated immediately as to the defaulting party, sue for damages, or pursue any other remedy at law or in equity, all remedies being cumulative, subject, however, to the same damage limitations set forth in Section 17 below. No declaration of default shall be effective unless it is issued or signed by both of the non-defaulting parties. The foregoing notwithstanding, a three day cure period shall be afforded for any default for a failure to maintain required insurance under paragraph 21 below.

17. INDEMNIFICATION. Each party shall protect, indemnify, and hold harmless the other parties and their respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the indemnifying party's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the indemnifying party's performance or nonperformance of this Agreement, subject, however that under no circumstances, shall the indemnifying party be liable: (a) to extent of the negligent or intentional acts or breach of contract of the other parties; or (b) for any incidental, consequential, indirect, exemplary or punitive damages or any damages for which any party would not be liable for by reason of the immunity and damage limitations set forth in s.893.80, 895.52, and 345.05.of the Wisconsin Statutes.

18. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. In case of a dispute between or among parties, each party shall continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County.

19. LIABILITY FOR CERTAIN DAMAGES. No party shall be liable to the others for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. No party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond that party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or

degradation including line noise interference. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

20. INSURANCE. County shall maintain all applicable property and liability insurance on the Ring and as the parties may agree by majority vote. The other parties shall each reimburse County for one-third (1/3) of the premium expenses attributable to the placement of coverage on the Ring. Each party shall be individually responsible for obtaining insurance on its Ring Cables and its own Laterals. Each party shall name the other parties as additional insureds on its liability and casualty policies of insurance as to liability and casualty in regard to the Ring.

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

22. NOTICES. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

FOR THE COUNTY:

Attn: County Administrator
508 New York Avenue
Sheboygan, WI 53081

FOR THE CITY:

Attn: Mayor
828 Center Avenue, Suite 204
Sheboygan, WI 53081

FOR THE DISTRICT:

Sheboygan Area School District
Attention: Superintendent
830 Virginia Avenue
Sheboygan, WI 53081

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery. The foregoing addresses shall be presumed to be valid until notice of a different address for notice is given according to the provisions of his paragraph.

23. ASSIGNMENT. No party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other parties, which may be withheld in any party's sole discretion.

24. INTERPRETATION. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all the parties.

25. HEADINGS. Headings in this Agreement are for reference only and are not to be considered substantial provisions.

26. AUTHORIZATION. Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.

27. COUNTERPARTS AND SIGNATURES. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fiber Optic Network Intergovernmental Cooperation Agreement as of the last date set forth below.

CITY OF SHEBOYGAN

By: _____
Authorized Representative

_____ Date Signed

By: _____
Authorized Representative

_____ Date Signed

SHEBOYGAN COUNTY

By: _____
Authorized Representative

_____ Date Signed

By: _____
Authorized Representative

_____ Date Signed

SHEBOYGAN AREA SCHOOL DISTRICT

By: _____
Authorized Representative

_____ Date Signed

By: _____
Authorized Representative

_____ Date Signed

R. C. _____ 15 – 16. By Finance.
August 3, 2015

Submitting the Circuit Court Branch 4 decision from Judge Terence T. Bourke in the case of JFM1 LLC vs. City of Sheboygan.

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 4

SHEBOYGAN COUNTY

JFM1 LLC,

Plaintiff,

DECISION

vs.

CITY OF SHEBOYGAN,

Defendant.

Case No. 18CV00088

SHEBOYGAN COUNTY
WISCONSIN
JUL 16 AM 1:30
CLERK CIRCUIT COURT
FILED

Background

JFM1 LLC (hereafter referred to as JFM) owned the property commonly referred to as the Sheboygan Memorial Mall (hereafter referred to as Mall). The Mall is an enclosed regional shopping center which consists of 287,635 square feet of gross leasable area. It was built in 1969 and expanded in 1983, 2001, and 2005.

During JFM's period of ownership, disagreements arose with the City of Sheboygan (hereafter referred to as the City) regarding the tax assessments for the years 2010, 2011, 2012, and 2013. In each of the years in question, the Mall was assessed at \$12,424,000. Several actions were filed in Sheboygan County Circuit Court under section 74.37(3)(d) of the Wisconsin Statutes challenging the assessments as being excessive. The final action entitled "Second Amended and Supplemental Complaint" was filed on June 5, 2014.

Under section 74.37(3)(d) of the Wisconsin Statutes, the court is required to make a de novo determination of whether the assessments are proper. If not, the court is to determine whether a new assessment should be ordered, or whether it is appropriate for the court to determine on its own what the assessments should have been for the years in question.

Trial was conducted between August 20 and August 22, 2014. At the end of trial, briefs were ordered by the court and they were submitted on a timely basis. Prior to the court rendering a decision, an announcement was made on March 25, 2015 that the Mall was sold to Meijer Stores Limited Partnership, a buyer who is not a party to this action. The court requested and received additional briefs concerning the relevance of this sale.

Legal Standards

Tax assessments are statutorily given a “presumption of correctness” pursuant to Wisconsin Statute section 70.49(2). The valuation of real estate is required to be made “from the best information at the full value which could ordinarily be obtained therefor at a private sale”. *State ex rel. Markarian v. Cudahy*, 45 Wis.2d 683, 685, 173 N.W. 2d 627 (1969).

The “best information” regarding the full value of property is derived from three primary sources: first, a recent sale of the property itself; second, recent sales of comparable properties; and third, other collective factors having a bearing on the value.” *Id.* 45 Wis. 2d at 686.

These sources of information are referred to as the Markarian Hierarchy. They are incorporated into Wisconsin Statute 70.32 (1). (see App.1)

A challenger may overcome the presumption of correctness if that person is able to present “significant contrary evidence” to the assessment, or if the principles in the Property Assessment Manual (hereafter referred to as Manual) aren’t applied by the assessor. *Walgreen Co. v. City of Madison*, 311 Wis. 2d 158, 172, 752 N.W. 2d 687 (Supreme Court, 2008).

In the case at bar, several sales of the Mall were referred to. In 2003 the Mall was sold for \$15,750,000; in 2006 it sold for \$17,500,000; in 2013 it sold at a foreclosure sale for \$2,177,000, and in

2015 it was part of a sale with an adjacent property. The value assigned to the Mall in the 2015 sale was \$8,425,000.

Recent sales of property are the first tier of the Marketian hierarchy. Neither side in this controversy relied on the first tier to value the subject property. At trial the City relied primarily on the second tier, sales of comparable properties to support the assessment. JFM challenged the assessment by using comparable sales, and by using a third tier approach, the income capitalization method of valuation.

The City's appraisers supported the assessments by estimating the value of the Mall at \$13,287,000 in 2010; \$12,910,000 in 2011; and \$12,407,000 in 2012 (Ex. 38 P 71). JFM's appraiser estimated the value of the property at \$4,600,000 in 2010 (Ex. 23 P 86); \$4,370,000 in 2011 (Id. P 87); and \$3,710,000 in 2012 (Id.). It should be noted that none of the experts in this controversy offered an opinion of the value of the Mall for 2013. The parties agreed to assert the same value of the Mall for 2013 as they did for 2012 (Pl. Br. P 44 Ft. note 13).

Argument

JFM argues that the Presumption of Correctness should be vacated because the City didn't comply with Wisconsin law, and because there is significant contrary evidence that the assessments are wrong.

Failure to Comply With Wisconsin Law

JFM alleges that the City Assessor, Lee Grosenick, didn't comply with Wisconsin law because he didn't follow the Marketian hierarchy in his assessments for the years at issue. Additionally, they argue that Mr. Grosenick failed to comply with Wisconsin law by not using accurate information in his assessments.

The Markerian hierarchy requires that assessors first consider any recent sales of the subject property in determining the full value of the property. If there are no recent sales, the assessor is next to consider the sale of reasonably comparable properties. Only if there are no sales in the first or second tiers is an assessor to go the third tier and consider other factors. In the case at bar, Mr. Grosenick used a third tier factor, the income capitalization method to value the Mall (Ex. 31, 32, 33). In each of the years in issue, Mr. Grosenick valued the Mall at \$12,424,000.

The income capitalization method is intended to determine the value of property by estimating the expectation of benefits from property. It involves a three step process. First, the annual revenue from a property is estimated; secondly, the estimated expenses associated with owning and operating the property are subtracted to arrive at net operating income (hereafter referred to as NOI); and finally the NOI is divided by the capitalization rate (hereafter referred to as cap rate) to arrive at the value of the property.

JFM believes that Mr. Grosenick erred by jumping to a third tier valuation method, thus bypassing the use of reasonably comparable sales to determine the value of the Mall. Furthermore, his error was compounded by not using accurate information to do his valuation.

The more compelling argument is that Mr. Grosenick didn't use accurate information in his valuations. Section 70.32(1) of the Wisconsin Statutes requires assessors to use the "best information that the assessor can practicably obtain". It is clear that Mr. Grosenick didn't do so.

Mr. Grosenick used Mall financial information from 2006 to base his assessments (Tran. Day 2 P. 29 LL 9-11). The fact that the assessed values for each of the years in question are identical reflects that he carried forward the same information in each of the contested years. (For contextual purposes, it bears mentioning that in 2006 the Mall was sold to a buyer other than JFM for \$17,500,000. (Ex. 31, 32, 33)

An obvious problem created by taking the 2006 financial information and carrying it forward to 2010 and beyond is that it ignores the fact that a recession occurred in 2008 that affected the finances of the Mall.

The vacancy rate of the inline stores at the Mall increased significantly between 2010 and 2013, from 37.84% to 51.35%. Similarly, the square footage occupied by inline stores decreased during that same period from 64.45% to 43.25% (Ex. 71).

As occupancy decreases, there is less rent money to be collected by the Mall. This is demonstrated in Exhibit 3. Exhibit 3 was discussed in the testimony of John Matheson. Mr. Matheson is a partner in the Siegel Gallagher Management Company. He oversees property management and is familiar with the Mall as Siegel Gallagher was named receiver of the Mall in 2009. The Mall was sold in foreclosure in 2013. Mr. Matheson testified that between 2009 and 2012, the NOI of the Mall decreased from \$625,103 to \$380,564 (Tran. Day 1, P 20 LL 1-11; P 22 L2).

Despite the decreased NOI during the years in question, Mr. Grosenick used \$1,801,534 as the NOI for each year (Ex.31,32,33). It is undisputed that Mr. Grosenick had more accurate information at his disposal than was used (Tran. Day 2 P 44 LL 19-22).

One argument raised by the City is that the Mall was mismanaged (Def Post Trial Br. P 12.) It might be argued that using stabilized older financial information is reasonable if the decrease of NOI at the Mall resulted from poor management. If a potential buyer of property of the Mall or any other property is motivated by expected future gains, it is reasonable to believe that he or she will expect to exercise proper management of the property. The anticipated profitability of the property would not be influenced by any current mismanagement of the property, and the bid would reflect anticipated gains. If under these circumstances the income capitalization method is used to value a property, it may be

reasonable to stabilize financial information which reflects a time when mismanagement didn't affect the NOI.

In the case at bar it is argued that there is evidence that the Mall was mismanaged in that its NOI did increase in 2011 from what it had been in 2010 (Id.). If NOI increased then, the argument would be why can't it increase every year?

However, there is no evidence of mismanagement. The NOI increased in 2011 because management spent more money on marketing (Tran. Day 1 P 49 LL 11-17). A major problem confronting the Mall which affects profitability is that interest in enclosed regional malls has been waning for many years. JFM's expert, Steven Vitale, referred to this phenomena as "demalling" (Id. P. 156 L5). JFM's post trial brief contained the following helpful description: "The trend of "demalling" started in the 1990's because tenants wanted direct exposure to the outside because customers prefer it, and it reduces operating costs for the mall owner (Pl. Post trial brief P.5). The City's appraisal report also reflected the belief that there are too many malls, quoting an investor, "One-third of regional malls should be bulldozed. We don't need new retail." (Ex. 38 P 24).

The court is satisfied that the evidence established that the Mall didn't suffer from mismanagement. It is further satisfied that JFM has demonstrated that Mr. Grosenick did not comply with Wisconsin law when he based his valuations for 2010, 2011, 2012, and 2013 on outdated financial information from 2006 that didn't reflect the financial situation of the Mall between 2010 and 2013.

Significant Contrary Evidence

JFM argues that there is significant contrary evidence to overcome the presumption of correctness for two reasons. First, the evidence presented by the City's own appraisers in their income valuation of the Mall contradicts the accuracy of Mr. Grosenick's assessment. Secondly, they argue that

the appraised value of the Mall from their appraiser, Steven Vitale, establishes significant contrary evidence to counter Mr. Grosenick's assessment.

The accuracy of Mr. Grosenick's assessment using the income capitalization method is called into question by the appraisers hired by the City to value the Mall. As part of their appraisal (Ex. 38), Daniel Furdek and Peter Weissenfluh performed an income capitalization valuation of the Mall. This is the same method as was employed by Mr. Grosenick. In 2010 they found that the Mall had NOI of \$741,575 and based on that information the value of the Mall was estimated to be \$9,260,000; In 2011 they found the NOI to be \$700,352 and based on that information the value of the Mall was estimated to be \$8,750,000; and in 2012 they found the NOI to be \$659,155, and based on that information the value of the Mall was estimated to be \$8,230,000 (Ex. 38 PP 73-75).

When Mr. Grosenick assessed the value of the Mall during the years at issue, he used the income capitalization method. He stabilized the annual NOI of the Mall at \$1,801,534 for all of the years in issue and valued the Mall at \$12,424,400 for each of the years between 2010 and 2013 (Ex. 31, 32, 33).

Using the income capitalization method, the City's appraisers calculated values that are approximately \$3,000,000 to \$4,000,000 less than the City's assessment for the years at issue. Mr. Grosenick offered the following explanation for the difference between his valuation using the income capitalization method, and the City's appraiser's conclusions using the same methodology. "As an assessor we have the right to look at all the information when we have it. And in the case of the appraisal that was done for the City, the biggest thing that – or what I was thinking when I said his appraisal was better than mine was that I was – I felt I was unable to come up with good comparables. I felt that the job this appraisal did came (sic) up with better comparable sales to compare the property to.

"The differences in our income approach I believe Pete used the actual numbers where I made some assumptions, and I made --I used the best information that I guess I thought I had at the time. And so therefore that's what I was referring to when I said that his appraisal was better than the one that I put together. But I really felt that its strength was in the comparable sales." (Tran Day 2 P 56 LL2-18).

Mr. Grosenick identified two problems with his assessment. The lack of "good comparables", and the lack of accurate information. He didn't base his assessment on recent comparable sales as required by the Marketian Hierarchy, but he based it on the income capitalization method. And in utilizing the income capitalization method, he used inaccurate information that was not used by the City's appraisers. His testimony and the testimony of the City's appraisers provides significant contrary evidence to overcome the presumption of correctness for the City's assessments during the years at issue.

Other significant contrary evidence was established by the testimony of Steven Vitale.

Steven Vitale testified on behalf of JFM. He is a commercial real estate appraiser, and has operated Vitale Realty Advisers since 1998. He is highly credentialed in his field (Tran. Day 1 PP 112-117), and holds an MAI designation from the Appraisal Institute (Id. P 116 L6-11). It is his opinion that the value of the Mall Was \$4,600,000 in 2010; \$4,370,000 in 2011; and \$3,710,000 in 2012.

The court accepts Mr. Vitale's opinions as significant contrary evidence that overcomes the presumption of correctness. The court is aware that the City also used highly credentialed appraisers in arriving at their opinions of value. These opinions conflict with Mr. Vitale's opinions. The court merely accepts Mr. Vitale's opinions as significant contrary evidence. The credibility of the respective opinions will be discussed later in this decision.

For the above stated reasons, the court finds that there is significant contrary evidence that the City's property assessments for the Mall between 2010 and 2013 are excessive.

Remedy

If an assessment is excessive, the remedy is set forth in Section 74.39 of the Wisconsin Statutes. The court is to order a reassessment. However, if it is in the best interests of the parties, and the court is able to determine the amount of unlawful taxes with reasonable certainty, the court is empowered to proceed to judgment. Wis. Stats. 74.39(3).

In the case at bar, both sides have provided conflicting appraisals based on extensive investigation. Therefore, ordering a reassessment wouldn't be in the parties best interests. Additionally, given the evidence before the court, the court finds that the amount of unlawful taxes may be determined with reasonable certainty.

Credibility of the Appraisals

The court will begin its analysis of the credibility of the appraisals by considering the highest and best use of the Mall as identified by the parties. This is important because "a property's full value 'must reflect its highest and best use'. " *Nestle USA Inc. v. Wisconsin Dep't of Revenue*, 322 Wis. 2d 156, 172, 776 N.W.2d 589 (Ct. Appeals 2009). Both sides identified similar highest and best uses for the Mall as an improved property. The City found that the highest and best use of the Mall as improved is for it to "continue as a regional shopping center." (Ex. 38 P 48). Mr. Vitale found that "the highest and best use of the property, as improved, is continued operation of the property as a regional mall as an interim use." He also stated that the operation of the Mall should continue "with the possibility of a future long-term redevelopment strategy." (Ex. 23 P 37).

Identification of highest and best use is required when considering tier two of the Markarian Hierarchy. Tier two requires assessors to consider "recent arms-length sales of reasonably comparable property." Wis. Stats. Section 70.32(1). The second tier requires that the properties used in a sale of reasonably comparable properties analysis have the same highest and best use as the property which is the subject of the analysis. (*Nestle*, 322 Wis. 2d at 178).

It is significant that the comparable sales used by the City involve properties that are open air shopping centers (Ex. 38 PP 58-70), while the comparable sales used by the Mall are all enclosed regional malls (Ex. 23 PP 41-55). Mr. Matheson explained that open air shopping centers are less expensive to maintain, and operate (Tran. Day 1 P 41 L 17- P42 L 8), and Mr. Vitale further explained that higher operating expenses means greater risks for interested buyers (Tran Day 3 P 178 LL 17-18). Coupling higher risks with a national trend away from enclosed regional malls, the result is that enclosed malls attract different types of investors than do outdoor community centers (Id. P 178 LL 13-16).

Both sides were extremely critical of the comparable sales used by the other side. The court acknowledges that precision in picking comparable sales is probably an impossible task. However, JFM was able to find comparable sales of enclosed regional malls, and the City used only open air shopping centers for comparable sales.

The properties used by JFM as comparable sales were reasonably comparable to the Mall itself. The properties used by the City for comparable sales weren't reasonably comparable to the Mall. Mr. Vitale's estimates that the full value of the Mall, as based on comparable sales, is \$4,600,000 in 2010; \$4,370,000 in 2011; and \$3,710,000 in 2012. His opinion is persuasive, and the City's valuation as based on comparable sales is not persuasive.

One of the comparable sales cited by JFM is the Rapids Mall. The court finds that the comparable sale of the Rapids Mall is helpful in its analysis. The Rapids Mall is a 163,411 square foot enclosed regional mall that was sold in 2011 for \$3,100,000. Mr. Vitale described it as being superior to the subject property and made appropriate adjustments to compare the properties (Ex. 23 P 54). The court didn't find any of the City's comparable sales to be helpful.

The strength of Mr. Vitale's valuation, based on the comparable sales method is borne out by his conclusions using the income capitalization method of valuation. His conclusions of the values of the Mall using both methods are very similar.

His opinion of the value of the Mall in 2010 using the comparable sales method is \$4,600,000, and his opinion using the income capitalization method is \$4,800,000; his opinion in 2011 using the comparable sales method is \$4,370,000, and using the income capitalization method it is \$4,560,000; and in 2012, using the comparable sales method his opinion is \$3,710,000, and using the income capitalization method it is \$3,720,000 (Ex. 23 P 86).

The City's appraisals using the comparable sales method value of the Mall in 2010 at \$13,287,000 (Ex. 38 P 71), and using the income capitalization method it is \$9,269,683 (Ex. 38 P 73); its valuation using the comparable sales method in 2011 is \$12,910,000 (Ex. 38 P 71), and using the income capitalization method it is \$8,754,396 (Ex. 38 P 74); and using the comparable sales method in 2012 the Mall is valued at \$12,407,000 (Ex. 38 P 71), and using the income capitalization method it is \$8,239,431 (Ex. 38 P 75).

The different results stemming from the City's use of the comparable sales method and the income capitalization method are significant. In each of the years in question, the value using the income capitalization method is between three million and four million dollars less than the value determined by using the comparable sales approach. This may explain why the City chose not to rely on

the income capitalization method (Tran Day 2 P.182 LL 10-11). The City's appraisals for the years in question are based solely on the comparable sales method (Ex.38 P83).

The City chose not to rely on the results of the income capitalization method of valuation. Despite the fact that the estimated values using the income capitalization method are significantly less than the estimates achieved by the comparable sales method of valuation, the court agrees with JFM that the City's results using the income valuation method are highly inflated. This is due to the City's appraisers used of a cap rate that is unreasonably low.

"A capitalization rate is a measure of risk associated with asset. The higher the risk, the higher the capitalization rate." *Bonstores Realty One v. City of Wauwatosa*, 351, Wis. 2d 439,454, 839 NW 2d 893 (Ct. App 2013).

The function of a capitalization rate in any valuation was described by Mr. Vitale as follows: "As risk increases an investor's rate of return would increase. And so the capitalization rate, you would want a greater return for taking on greater risk. With a higher capitalization rate it's an inverse function. The value would decrease. When you divide something by a higher rate of return the value is lower." (Tran Day 1 P 201 LL 18-24).

The appraisers on each side of this controversy provided examples of an income capitalization calculation. The NOI of an asset in a particular year is divided by the capitalization rate, and the result is the value of the asset (Ex.23 P 83; Ex.38 P 73). By looking at these exhibits, it is apparent that the appraisers used similar values for NOI in 2010, but reached extremely different results regarding the value of the Mall. The reason is that they used very different capitalization rates. JFM views the Mall as a risky investment and used a higher cap rate, therefore achieving an estimated value of the Mall that is lower. It may be inferred that the City views the Mall as not being a risky investment. Therefore they used a lower cap rate which resulted in the estimated value of the Mall being higher.

Choosing an appropriate cap rate is an important step in arriving at an opinion of value. Experts for each side explained the processes they followed in their respective appraisals (Ex. 23 PP 81-83; Ex. 38 PP 79-82). The resulting cap rates on each side are very different. The City used a cap rate of 8 percent for each of the years in question (Ex. 38, PP 81), and JFM used a cap rate of 15.46 percent in 2010 (Ex. 23 P 83); 15.24 percent in 2011 (Id. P 84); and 14.97 percent in 2012 (Id.).

It should be noted that the cap rates used by the City's appraisers are unloaded, meaning that the tax rate isn't added onto the cap rate. They account for taxes in their valuations by treating them as line expenses (Tran. Day 3 P 153 LL1-6). JFM used loaded cap rates in their calculations. An example of the impact of adding the tax rate to the cap rate was provided by Mr. Vitale. In 2010 the base cap rate was 13 percent. However, the effective tax rate was just under 2.5 percent. Thus, the loaded cap rate used for 2010 is 15.46 percent (Tran Day 2 P 201 L 21 – P 202 L 6). JFM argues that the Manual recommends using loaded tax rates because that process is more equitable (Tran Day 3 P 153 LL 7-10).

By comparing the respective cap rates assigned by the opposing appraisers in the case at bar, with established cap rates assigned to other properties, the City's cap rates appear unreasonably low, and JFM's cap rates appear to be reasonable.

The Mall was described by Mr. Furdyk as a class B minus or class C mall (Tran Day 3 P 152 L23). Mr. Matheson described it as a class C mall. In describing the difference between mall classifications, Mr. Matheson said, "A is the best malls in the best locations in the best markets with the best credit national tenants. B is in maybe slightly less desirable locations with maybe some vacancy or poor quality tenants. And C are the more distressed properties." He added that there are no malls lower than class C. (Tran Day 3, P 19 LL 3-15).

Despite the fact that the experts on both sides agree that the Mall is a lower ranking mall, the city's appraisers assigned to it a cap rate of 8 percent. This cap rate is lower than cap rates for national malls

rated A plus or B plus (Tran. Day 2 P 178 LL 11-14). Eight percent is the same cap rate as that assigned to the Flatiron Crossing shopping center in Colorado which has sales per square foot of \$615.38 (Ex. 39 of Ex. 63). In contrast, sales per square foot at the Mall are less than \$100 (Tran Day 3 P 156 LL1-3).

By comparison, the property which Mr. Vitale found most comparable to the Mall is the Rapids Mall (Tran Day 1 P 177 LL 8-9). The Rapids Mall had a cap rate of 15.2 percent at the time of sale in March 2011 (Ex. 23 Behind P 40). It is noteworthy that the City's assessor, Mr. Grosenick, had an opinion similar to that of Mr. Vitale as to what the cap rate for the Mall should be. He used a loaded cap rate of 14.5 percent (Tran Day 1 P 50 LL 1-2).

The court has paid attention to cap rates because they are a measure of risk. If it is assumed that investors are interested in properties for the purpose of making money, the amount of risk will be important to them. If a property is risky, a higher cap rate will lower the value of a property, and therefore the price of a property. Given the evidence presented in this trial, the group of potential investors interested in the Mall would be limited to those willing to take a risk.

There is little doubt that the Mall is a risky property. Mr. Matheson described it in the following manner. "Well, the mall's declining. It's going to continue to decline. And it's a pattern that is really just about impossible to pull out of unless you make a major investment in the mall to redevelop it in a different form because those tenants—as traffic goes down, they just can't sustain themselves. They cannot afford to remain there, and they'll slowly leave. As they leave it makes it worse for everybody else. So the mall is on a decline that will continue." (Tran Day 1, P 55 L 17-P 56 L1).

It is not surprising that the Mall has been mentioned on a website entitled DeadMalls.com (Ex. 24, and Ex. 25).

In summary, the City's appraisals aren't credible. The properties they used for comparable sales aren't comparable; the values they estimate by using the income capitalization method of valuation are significantly less than the values they reached when using the comparable sales method; and ironically the values reached by the City's use of the income capitalization method are inflated because the cap rates are not reasonable.

By contrast, JFM's appraisal used comparable properties in their comparable sales calculation; the comparable sales values are very similar to those values reached by using the income capitalization method; and the income capitalization calculations by JFM used reasonable cap rates.

Other Factors Supporting JFM's valuation of the Mall

There are objective factors which support Mr. Vitale's valuation of the Mall. The first is the foreclosure sale of the Mall January 2013. The Mall was sold in foreclosure for \$2,177,000 (Ex.19). All parties agree that a foreclosure sale isn't an arm's length transaction, and shouldn't be used to establish the full value of the Mall. However, it is relevant in that it indicated a lack of interest in the Mall as an investment property. There was only one bidder at the sheriff's sale for the Mall (Tran Day 1 P 18 LL 15-22).

Secondly, offers to purchase the Mall were reported by Mr. Vitale to have been in the range of 2.5 million to 3 million dollars (Id. P 151 L 25 to P 152 L 5). Indicating again that there was a lack of interest in purchasing the Mall.

The Sale to Meijer

On March 20, 2015, after briefs were submitted and prior to the court rendering a decision, it was announced that the Mall, along with the adjacent Sears store (which isn't part of the subject property) were sold to Meijer Stores Limited Partnership. According to WHBL Radio in Sheboygan, the

sales price was 10.75 million dollars. Because the court viewed this as a recent sale of the subject property, additional briefs were requested and submitted regarding the significance of this sale.

It is undisputed that the portion of the sale's price which was allocated to the Mall is \$8,346,877, and the portion of the sale's price allocated to the Sears store is \$2,378,123 (City Post Trial Supp. Br. Ex. G and Ex. H). The City argues that the value of the Mall between 2010 and 2013 should be at least \$8,425,000 (Id. P 1). The City goes on to argue that this value for the Mall is supported by an independent sale of the Sears store in November 2014 for \$2,300,000 (City 2nd Post Trial Br P 1).

JFM argues that the 2015 sales price is unreliable for several reasons. For example it is argued that Meijer received tax incentives to purchase the Mall, and that Meijer was an atypically motivated buyer (Pl. Post trial Supp. Br. PP4-6). The City responds by arguing that JFM's arguments are speculative, and that the 2015 sale price of the Mall is an accurate indicator of value.

JFM's arguments may be speculative, but what is known is that property is to be valued according to its highest and best use (*Nestle*, 322 Wis. 2d 156 at 172). Additionally, it is known that the values of properties are to be assessed as of the end of January 1 of each year (Wis. Stat 70.10); and it is also known that both sides found that the highest and best use of the Mall was as a regional mall during the tax years at issue. Further JFM qualified their opinion of highest and best use by adding that the highest and best use was as a regional mall on an interim basis," with the possibility of a future long term redevelopment strategy" (Ex. 23 P 37).

The significance of the 2015 sale is that it indicates that the highest and best use of the Mall during the years at issue was as a regional mall on an interim basis. In a post trial Interrogatory, the City was asked when they communicated with Meijer regarding a sale of the Mall. Their answer indicated that the City first met with Meijer on November 5, 2014, and that Meijer "said that it planned to demolish the Mall and build a 190,000 square feet store." (Stellpflug affidavit Post Trial Supp. Br. P 3).

Clearly the Mall was purchased by Meijer with the intent that it be used for a different highest and best use than as a regional mall. Meijer plans to build a single store. A single store will avoid the pitfalls of a declining mall. For example, Meijer will not have to contend with tenants moving out, declining occupancy, declining rental income, and the cost of maintaining a regional mall.

The 2015 sale shouldn't influence the court's decision regarding the value of the Mall between 2010 and 2013 because it is apparent that the sale to Meijer wasn't anticipated during that time, and according to the Manual, the highest and best use should not be a highly speculative use. (Manual 7-11).

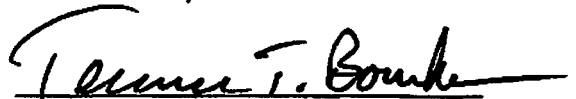
Conclusion

In conclusion, the court finds that on January 1, 2010; January 1, 2011; January 1, 2012; and on January 1 2013 that the highest and best use of the Mall was as a regional mall on an interim basis. It further finds with reasonable certainty that the full value of the Mall was \$4,600,000 for 2010; \$4,370,000 for 2011; \$3,710,000 for 2012; and \$3,710,000 for 2013. JFM is awarded a judgment in the amount of \$806,439 for the excessive taxes paid between 2010 and 2013.

Counsel for JFM is directed to prepare an order reflecting the above findings of the court.

Dated this 16 day of July, 2015.

BY THE COURT,



Terence T. Bourke
Circuit Court Judge

Copied and mailed on
July 16, 2015 to
Attorney Jessica Polakowski
Attorney Amie Trupke

APPENDIX

70.32 Real estate, how valued.

(1) Real property shall be valued by the assessor in the manner specified in the Wisconsin property assessment manual provided under s. 73.03 (2a) from actual view or from the best information that the assessor can practicably obtain, at the full value which could ordinarily be obtained therefor at private sale. In determining the value, the assessor shall consider recent arm's-length sales of the property to be assessed if according to professionally acceptable appraisal practices those sales conform to recent arm's-length sales of reasonably comparable property; recent arm's-length sales of reasonably comparable property; and all factors that, according to professionally acceptable appraisal practices, affect the value of the property to be assessed.

VI

6.5

R. C. No. 343- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 12-14-15 by the City Clerk submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot; recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)*

John Bell

Julie Kath

[Signature]

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

3.5

R. O. No. 12 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot.

~~Finance~~
New C.C.

Lucas Richards
City Clerk

DATE RECEIVED

4-14-14

RECEIVED BY

L Schneider

CLAIM NO.

3-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 14 '14 AM 10:59

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

TO CITY OF SHEBOYGAN

1. Name of Claimant: TERRY Weimann
2. Home address of Claimant: 2210 Meadowland Dr # 104
3. Home phone number: 920 917-9151
4. Business address and phone number of Claimant: (With child)
795 Woodlake Rd Kohler (920 287-7611)
5. When did damage or injury occur? (date, time of day) 2/26/14 9:45 AM
6. Where did damage or injury occur? (give full description) Parking Lot of Library
7. How did damage or injury occur? (give full description) Slipped on Ice - fell and Broke knee esp in 3 places -
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: Parking lot Poor Removal of ice & snow
 - (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").

Fell on Ice - Broke Knee cap in 3 places
Loss of Work unable to Drive for a period of time

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ Pending

Other: (Specify below) \$ _____

TOTAL

Damaged vehicle (if applicable)

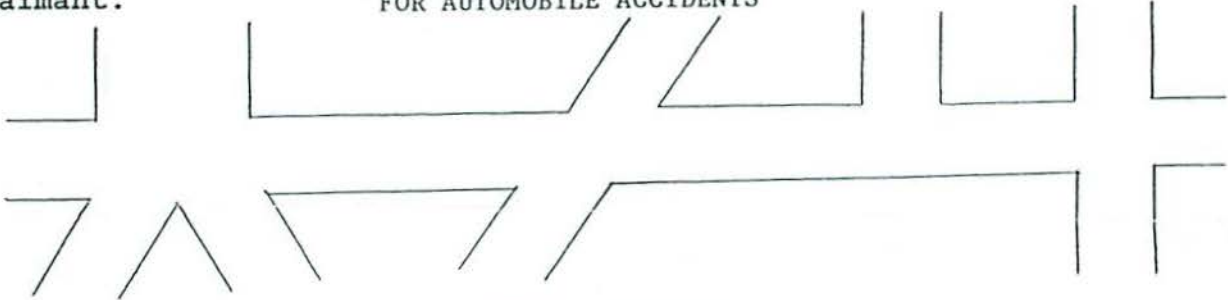
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

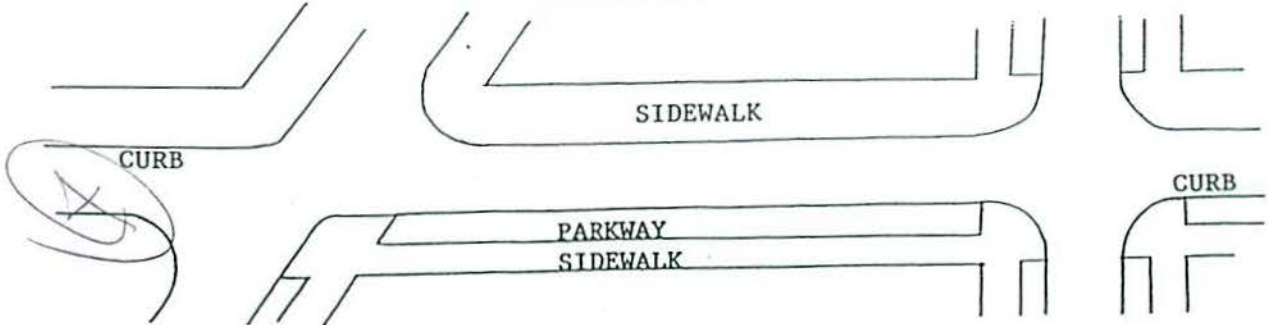
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Ferry We

Date: 2/11/14

DATE RECEIVED 4-14-14

RECEIVED BY LS Schuder

CLAIM NO. 3-14

APR 14 '14 AM 10:59

CLAIM

Claimant's Name: Terry Weimann
Claimant's Address: 2210 Meadowland Dr
#104 Sheboygan, WI
Claimant's Phone No. 920 917-9151

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

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

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

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

SIGNED: Terry We DATE: 4/11/14
ADDRESS: 2210 Meadowland Dr #104
Sheboygan, WI 53081

459-3400 ext

MEAD PUBLIC LIBRARY
ACCIDENT AND INJURY REPORT

Immediate concern should always be for the comfort and well-being of an injured patron or employee. Phone a police rescue unit (9-911) for a serious injury or give first-aid if necessary before completing the report. Please print all information. Return completed reports to the Business Office.

INJURED PERSON

Name TERRY WEIMANN

Address 2210 MEADOWCREEK DR. APT. 109 city SHER.

Zip _____ Telephone Number 917-9151 Age 69

Parent or Guardian Name _____ Phone _____

ACCIDENT INFORMATION

When did the accident occur? Date 2/26/14 Time 9:45 a.m. or p.m. (circle)

Where EXACTLY in the building did the accident occur? _____
PARKING LOT -

If the accident occurred outside of the building, determine and describe the EXACT location (include such facts as feet from the building, under the overhang, etc.).

Describe what happened FELL ON ICE - ~~NORTH EAST~~ NORTH EAST SIDE

INJURY INFORMATION

Describe in detail the injury HURT KNEE, CUTS ON HAND
DIZZY

Did the injury require an ambulance or police rescue unit? Yes _____ No X

If first-aid was required, who performed the first-aid? BARB HEINRICH

What first-aid was performed? BAND-AIDS

Did the injured require professional medical attention? Yes _____ No UNDECIDED

If so, where? _____ Name of physician, if known _____

How could the injury have been prevented? UNKNOWN



Claim # 3-14

53495 MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 33

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PICA

1. MEDICARE <input type="checkbox"/> (Medicare#) MEDICAID <input type="checkbox"/> (Medicaid#) TRICARE <input type="checkbox"/> (ID#; DoD#) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (ID#) FECA BLK LUNG <input type="checkbox"/> (ID#) OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE MM DD YY 08 25 1944 SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10	
CITY SHEBOYGAN STATE WI		CITY SHEBOYGAN STATE WI	
ZIP CODE 530811410 TELEPHONE (Include Area Code) ()		ZIP CODE 530811410 TELEPHONE (Include Area Code) ()	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
		11. INSURED'S POLICY GROUP OR FECA NUMBER 111	
		a. INSURED'S DATE OF BIRTH MM DD YY 08 25 1944 SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
		b. OTHER CLAIM ID (Designated by NUCC)	
		c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY	
		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 040214		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE	
--	--	---	--

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE QUAL 439 MM DD YY 02 26 14		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D		17a. 17b. NPI 1992753875		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES		22. RESUBMISSION CODE ORIGINAL REF. NO.	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. 8220 B. C. D. E. F. G. H. I. J. K. L.		ICD Ind. 9		23. PRIOR AUTHORIZATION NUMBER	

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (CPT/HCPCS)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPST Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
03 31 14 To 03 31 14	11		99212	A	142 00	1		NPI	1083729149
								NPI	
								NPI	
								NPI	
								NPI	
								NPI	

25. FEDERAL TAX I.D. NUMBER 391678306		SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. G238538230		27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 14200		29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) DOUGLAS A FEHRMAN				32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129				33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129					
SIGNED 040214 DATE				a. NPI				b. 1427271378					



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured", i.e., items 1a, 4, 5, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32)

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086, 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, West Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 25, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA, to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 37

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>																									
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)				1a. INSURED'S I.D. NUMBER (For Program in Item 1)																							
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M				3. PATIENT'S BIRTH DATE 08 25 1944		SEX F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M																			
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>				7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10																			
CITY SHEBOYGAN		STATE WI		8. RESERVED FOR NUCC USE				CITY SHEBOYGAN		STATE WI																	
ZIP CODE 530811410		TELEPHONE (Include Area Code) ()		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				ZIP CODE 530811410		TELEPHONE (Include Area Code) ()																	
a. OTHER INSURED'S POLICY OR GROUP NUMBER				10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				11. INSURED'S POLICY GROUP OR FECA NUMBER 111																			
b. RESERVED FOR NUCC USE				b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				a. INSURED'S DATE OF BIRTH 08 25 1944																			
c. RESERVED FOR NUCC USE				c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>																			
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)				b. OTHER CLAIM ID (Designated by NUCC)																			
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE DATE 050314				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE				c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY																			
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL				15. OTHER DATE QUAL 439 MM DD YY 02 26 14				d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.																			
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D				17a. NPI 1992753875				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																			
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)				20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9				22. RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER																			
A. 8220		B. _____		C. _____		D. _____		E. _____		F. _____		G. _____		H. _____		I. _____		J. _____									
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE		C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER		E. DIAGNOSIS POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. EPST Family Plan		I. ID. QUAL		J. RENDERING PROVIDER ID. #									
1 05 01 14 05 01 14		11		97140		A		78 00 1		1		NPI		1083729149													
2 05 01 14 05 01 14		11		97035		A		64 00 1		1		NPI		1083729149													
3												NPI															
4												NPI															
5												NPI															
6												NPI															
25. FEDERAL TAX I.D. NUMBER 391678306				SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>				26. PATIENT'S ACCOUNT NO. G246088240				27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE \$ 14200				29. AMOUNT PAID \$				30. Rsvd for NUCC Use			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made out in good faith.) DOUGLAS A FEHRMAN								32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129								33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129											
SIGNED 050314				DATE				a. NPI				b. 1427271378															



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

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BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5535). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

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NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613, E.O. 9397.

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DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

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Claim 3-14

HEALTH INSURANCE CLAIM FORM

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SHEBOYGAN WI 53081-4505

APR 24 '14 PM 4:45

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/OTHER; 2. PATIENT'S NAME: WEIMANN, TERRY M; 3. PATIENT'S BIRTH DATE: 08/25/1944; 4. INSURED'S NAME: WEIMANN, TERRY M; 5. PATIENT'S ADDRESS: 2210 MEADOWLAND DR APT 10; 6. PATIENT RELATIONSHIP TO INSURED: Self; 7. INSURED'S ADDRESS: 2210 MEADOWLAND DR APT 10; 8. PATIENT STATUS: Other; 9. OTHER INSURED'S NAME; 10. IS PATIENT'S CONDITION RELATED TO: Employment, Auto Accident, Other Accident; 11. INSURED'S POLICY GROUP OR FECA NUMBER: 111; 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE; 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE; 14. DATE OF CURRENT ILLNESS: 02/26/14; 15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS; 16. DATES PATIENT UNABLE TO WORK; 17. NAME OF REFERRING PROVIDER: SUTHAR, SANJAY B; 18. HOSPITALIZATION DATES; 19. RESERVED FOR LOCAL USE; 20. OUTSIDE LAB?; 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY; 22. MEDICAID RESUBMISSION; 23. PRIOR AUTHORIZATION NUMBER; 24. A. DATE(S) OF SERVICE; 25. FEDERAL TAX I.D. NUMBER; 26. PATIENT'S ACCOUNT NO.; 27. ACCEPT ASSIGNMENT?; 28. TOTAL CHARGE; 29. AMOUNT PAID; 30. BALANCE DUE; 31. SIGNATURE OF PHYSICIAN OR SUPPLIER; 32. SERVICE FACILITY LOCATION INFORMATION; 33. BILLING PROVIDER INFO & PH #.



CARRIER
PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND CHAMPUS PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information, including employment status, and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or CHAMPUS participation cases, the physician agrees to accept the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and noncovered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary if this is less than the charge submitted. CHAMPUS is not a health insurance program and makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured", i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG)

I certify that the services shown on this form were medically indicated and necessary for the health of the patient and were personally furnished by me or were furnished incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

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FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR CHAMPUS CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under CHAMPUS/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of CHAMPUS.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0999. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



Claim 3-14

53495

112082 - 31

HEALTH INSURANCE CLAIM FORM

MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

APR 24 '14 PM 4:45

1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDICAID <input type="checkbox"/> (Medicaid#)		TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)		GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input type="checkbox"/> (ID#)		OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER		(For Program in Item 1)					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M						3. PATIENT'S BIRTH DATE 08 25 1944			SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>			4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M									
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10						6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>						7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10									
CITY SHEBOYGAN				STATE WI		8. RESERVED FOR NUCC USE						CITY SHEBOYGAN				STATE WI					
ZIP CODE 530811410				TELEPHONE (Include Area Code) ()		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO:				11. INSURED'S POLICY GROUP OR FECA NUMBER 111							
a. OTHER INSURED'S POLICY OR GROUP NUMBER				b. RESERVED FOR NUCC USE		c. RESERVED FOR NUCC USE				d. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY				10d. CLAIM CODES (Designated by NUCC)							
a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO									
11. INSURED'S DATE OF BIRTH 08 25 1944						SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>						b. OTHER CLAIM ID (Designated by NUCC)									
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 040314						13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE						11. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.									
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL						15. OTHER DATE QUAL 439 02 26 14						16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY									
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D						17a. NPI 1992753875						18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY									
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)						20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES						21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.									
22. RESUBMISSION CODE						ORIGINAL REF. NO.						23. PRIOR AUTHORIZATION NUMBER									
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE		C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER				E. DIAGNOSIS POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. EPSOT Family Plan		I. ID QUAL		J. RENDERING PROVIDER ID. #	
1 04 01 14 04 01 14		11				97001				A		241 00		1				NPI		1992753875	
2 04 01 14 04 01 14		11				97110				A		99 00		1				NPI		1992753875	
3																		NPI			
4																		NPI			
5																		NPI			
6																		NPI			
25. FEDERAL TAX I.D. NUMBER 391678306				SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. G238818900				27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE \$ 34000		29. AMOUNT PAID \$		30. Rsvd for NUCC Use			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHRIS D JOHNSON						32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129						33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129									
SIGNED 040314 DATE						a. NPI						b. 1427271378									



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1562, 1672 and 1674 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101, 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 26, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30 or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA, to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary, however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-563, the "Computer Matching and Privacy Protection Act of 1988" permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21344-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



Claim # 3-14

53495

112082 - 60

HEALTH INSURANCE CLAIM FORM

MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

APR 25 '14 PM 5:03

PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY 08 25 1944 SEX M F

4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED
Self Spouse Child Other

7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10

CITY STATE
SHEBOYGAN WI

8. RESERVED FOR NUCC USE

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER
111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous)
 YES NO

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? PLACE (State)
 YES NO

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT?
 YES NO

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
 YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 040614

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)
MM DD YY QUAL

15. OTHER DATE
QUAL 439 MM DD YY 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DN JOHNSON, CHRIS D

17a. NPI

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? \$ CHARGES
 YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D. E. F. G. H. I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSTD Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
MM DD YY	MM DD YY		CPT/HCPCS MODIFIER						
04 04 14 04 04 14	11		97035	A	64 00 1			NPI	1992753875
04 04 14 04 04 14	11		97110	A	99 00 1			NPI	1992753875
04 04 14 04 04 14	11		97140	A	78 00 1			NPI	1992753875
								NPI	
								NPI	
								NPI	

25. FEDERAL TAX I.D. NUMBER 391678306 SSN EIN

26. PATIENT'S ACCOUNT NO. G239449810

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES NO

28. TOTAL CHARGE \$ 24100

29. AMOUNT PAID \$

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and any services not thereof.)
CHRIS D JOHNSON

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

SIGNED 040614 DATE

a. NPI b.

a. 1427271378 b.

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION



BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

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BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

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We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1085; 5 USC 5101 et seq; and 38 USC 901 et seq, 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

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FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA, to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary, however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P. L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



53495

112082 - 24

HEALTH INSURANCE CLAIM FORMMEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

<input type="checkbox"/> PICA		<input type="checkbox"/> PICA	
1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDICAID <input type="checkbox"/> (Medicaid#)	
TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)	
GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input type="checkbox"/> (ID#)	
OTHER <input checked="" type="checkbox"/> (ID#)		INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE MM DD YY 08 25 1944	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
CITY SHEBOYGAN		4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M	
STATE WI		7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10	
ZIP CODE 530811410		CITY SHEBOYGAN	
TELEPHONE (Include Area Code) ()		STATE WI	
8. RESERVED FOR NUCC USE		ZIP CODE 530811410	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		TELEPHONE (Include Area Code) ()	
10. IS PATIENT'S CONDITION RELATED TO:		11. INSURED'S POLICY GROUP OR FECA NUMBER 111	
a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		a. INSURED'S DATE OF BIRTH MM DD YY 08 25 1944	
b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		b. OTHER CLAIM ID (Designated by NUCC)	
10d. CLAIM CODES (Designated by NUCC)		c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, complete items 9, 9a, and 9d.</i>	
SIGNED SIGNATURE ON FILE DATE 041814		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.		SIGNED SIGNATURE ON FILE	
15. OTHER DATE QUAL. 439 02 26 14		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
17a. NPI 1992753875		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.	
22. RESUBMISSION CODE		ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER		24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSON Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #	
1 04 14 14 04 14 14 11 97140 A 78 00 1 NPI 1992753875		2 04 14 14 04 14 14 11 97035 A 64 00 1 NPI 1992753875	
3		4	
5		6	
25. FEDERAL TAX I.D. NUMBER 391678306		SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	
26. PATIENT'S ACCOUNT NO. G242462560		27. ACCEPT ASSIGNMENT? (For gov. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
28. TOTAL CHARGE \$ 14200		29. AMOUNT PAID \$	
30. Rsvd for NUCC Use		31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHRIS D JOHNSON	
32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129		33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129	
SIGNED 041814 DATE		a. 1427271378 b.	

NUCC Instruction Manual available at: www.nucc.org

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PASSPORT-53495

1 of 1



112082-24

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

CARRIER

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured", i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1672 and 1674 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101, 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

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DISCLOSURES: Voluntary, however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

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You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

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I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

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SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0538-1137. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 11:50:03

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> (Medicare#) MEDICAID <input type="checkbox"/> (Medicaid#) TRICARE <input type="checkbox"/> (ID#/DoD#) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (ID#) FECA BLK LUNG <input type="checkbox"/> (ID#) OTHER <input checked="" type="checkbox"/> (ID#)			
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE (MM/DD/YY) SEX 08/25/1944 M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
CITY STATE SHEBOYGAN WI		7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10	
ZIP CODE TELEPHONE (Include Area Code) 530811410 ()		CITY STATE SHEBOYGAN WI	
ZIP CODE TELEPHONE (Include Area Code) 530811410 ()		ZIP CODE TELEPHONE (Include Area Code) 530811410 ()	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
11. INSURED'S POLICY GROUP OR FECA NUMBER 111		11. INSURED'S DATE OF BIRTH (MM/DD/YY) SEX 08/25/1944 M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE DATE 041914		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) (MM/DD/YY) QUAL		15. OTHER DATE (MM/DD/YY) QUAL 439 02/26/14	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D		17a. NPI 1992753875	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9		22. RESUBMISSION CODE ORIGINAL REF. NO.	
A. 8220 B. C. D. E. F. G. H. I. J. K. L.		23. PRIOR AUTHORIZATION NUMBER	
24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER		F. \$ CHARGES G. DAYS OF UNITS H. EP/SOT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #	
1 04 17 14 04 17 14 11 97140 GP A 78 00 1 NPI 1992753875			
2 04 17 14 04 17 14 11 97035 GP A 64 00 1 NPI 1992753875			
3			
4			
5			
6			
25. FEDERAL TAX I.D. NUMBER SSN EIN 391678306 <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 27. ACCEPT ASSIGNMENT? (If or gov. claims, see back) G242690280 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
28. TOTAL CHARGE \$ 14200		29. AMOUNT PAID \$	
30. Rsvd for NUCC Use			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHRIS D JOHNSON		32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	
SIGNED 041914 DATE		33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129 a. 1427271378 b.	

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5538). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

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The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

III

3.2

R. O. No. 37 - 15 - 16. By CITY CLERK. June 1, 2015.

Submitting a claim from Terry Weimann for alleged injuries when she slipped and fell on ice and snow in the Mead Public Library parking lot (reference R. O. No. 12-14-15).

Inance



City Clerk

DATE RECEIVED 5-18-15

RECEIVED BY MD

CLAIM NO. 03-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Terry Weimann
2. Home address of Claimant: 2210 Meadowland Dr # 104
3. Home phone number: 920 917-9151
4. Business address and phone number of Claimant: With Child
795 Woodlake Rd Kohler WI 920-287-7611
5. When did damage or injury occur? (date, time of day) 2-26-14 9:45 A.M
6. Where did damage or injury occur? (give full description) Parking lot
At Sheboygan Area Public Library
7. How did damage or injury occur? (give full description) Slipped on
Ice, fell and Broke knee Cap in
3 places, Hurt Hand
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (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: Parking lot Park
Removal of Ice & Snow
 - (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").

Broken Knee Cap

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ See Attachment

Other: (Specify below) \$ _____

TOTAL

37,447

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

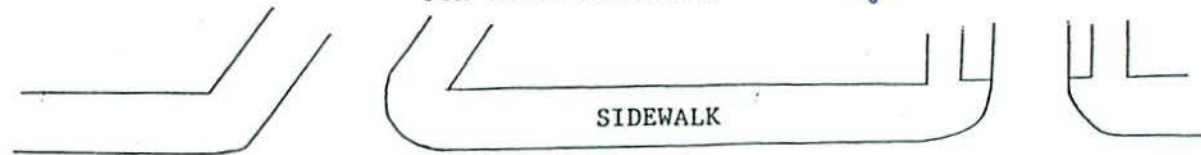
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS

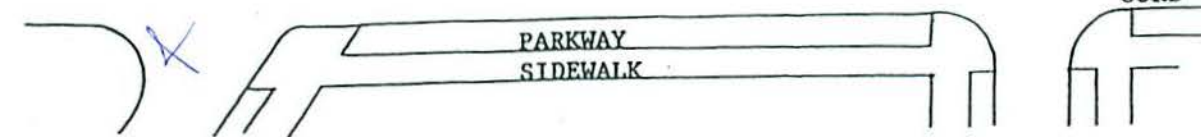


FOR OTHER ACCIDENTS



CURB

SIDEWALK



PARKWAY
SIDEWALK

CURB

SIGNATURE OF CLAIMANT:

Ferry We

Date: 5/12/15



April 19th 2015

To Whom it May Concern:

Terry Weimann works at With Child Maternity and Baby Boutique in Kohler. On an average week she is scheduled 13 hours. Due to her injury she missed 25 weeks of work, with a total of lost earnings to her of \$3022.50.

Respectfully,

Shelley Knepfel

A handwritten signature in cursive script that reads 'Shelley Knepfel'.

With Child Maternity and Baby Boutique

795 E Woodlake Road, Kohler WI 53044 920-287-7611

DATE RECEIVED 5-18-15

RECEIVED BY PPH MD

CLAIM NO. 03-14

CLAIM

MAY 18 '15 @ 10:19

Claimant's Name:	<u>TERRY Weisman</u>	Auto	\$ _____
Claimant's Address:	<u>2210 Meadowland Dr</u>	Property	\$ _____
	<u>Sheboygan,</u>	Personal Injury	\$ <u>See Attachment</u>
Claimant's Phone No.:	<u>920 917 9151</u>	Other (Specify below)	\$ _____
		TOTAL	<u>37,447</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 \$ T.W. 37,447

AURORA \$ 7,924.00
 Ross Wages \$ 3,022.50
 Loan \$ 1,500
 Pain & Suffering \$ 25,000
37,447

SIGNED: Terry Weisman DATE: 5/12/15
 ADDRESS: 2210 Meadowland Dr #104
Sheboygan, WI 53081

459-3400 JET

MEAD PUBLIC LIBRARY
ACCIDENT AND INJURY REPORT

Immediate concern should always be for the comfort and well-being of an injured patron or employee. Phone a police rescue unit (9-911) for a serious injury or give first-aid if necessary before completing the report. Please print all information. Return completed reports to the Business Office.

INJURED PERSON

Name TERRY WEIMANN
Address 2210 MEADOWLAND DR. APT. 104 City SHER.
Zip _____ Telephone Number 917-9151 Age 69
Parent or Guardian Name _____ Phone _____

ACCIDENT INFORMATION

When did the accident occur? Date 2/26/14 Time 9:45 a.m. or p.m. (circle)
Where EXACTLY in the building did the accident occur? _____

PARKING LOT -

If the accident occurred outside of the building, determine and describe the EXACT location (include such facts as feet from the building, under the overhang, etc.).

Describe what happened FELL ON ICE - ~~NORTH~~ NORTH EAST SIDE

INJURY INFORMATION

Describe in detail the injury HURT KNEE, CUTS ON HAND
DIZZY

Did the injury require an ambulance or police rescue unit? Yes _____ No X
If first-aid was required, who performed the first-aid? BARB HEWLEIGH
What first-aid was performed? BAND AID S

Did the injured require professional medical attention? Yes _____ No UNDECIDED
If so, where? _____ Name of physician, if known _____
How could the injury have been prevented? UNKNOWN

524.00 +
226.00 +
250.00 +
1,194.00 +
211.00 +
211.00 +
78.00 +
64.00 +
299.00 +
38.00 +
375.00 +
142.00 +
241.00 +
99.00 +
64.00 +
99.00 +
78.00 +
78.00 +
64.00 +
78.00 +
64.00 +
78.00 +
64.00 +
117.00 +
198.00 +
198.00 +
198.00 +
198.00 +
198.00 +
198.00 +
198.00 +
78.00 +
64.00 +
99.00 +
64.00 +
64.00 +
78.00 +
201.00 +
95.00 +
375.00 +
211.00 +
80.00 +
393.00 +

7,924.00 *

Pain & Suffering

Loss of work & wages

Unable to babysit
for 4 yr old Granddaughter

Unable to kneel & pray
or run with Granddaughter
cant kneel, scrub floors
kneel in church.

will have to have
shots every 3-4 months
for pain.

will need surgery in
future

Report Settings		 2414 KOHLER MEMORIAL DRIVE SHEBOYGAN, WI 53081
Account:	WEIMANN,TERRY M [800007809]	
Submission Information		
User:	[030813]	
Time:	Wed Apr 29, 2015 9:15 AM	

Transaction Information				
		Post Date From	Post Date To	Total Amount
Charges		02/26/2014	04/28/2015	524.00
Tx #	Procedure	Service Provider	Date	Amount
1	99214-OFFICE/OUTPT VISIT EST LEVEL IV	Thomas M Ambelang, M...	02/27/2014	299.00
2	90714.02-TD 7 YRS+ PRESERVATIVE FREE	Thomas M Ambelang, M...	02/27/2014	43.00
3	L1830.08-KNEE IMMOBILIZER	Thomas M Ambelang, M...	02/27/2014	137.00
4	90471-IMMUNIZATION ADMIN SINGLE OR FIRST	Thomas M Ambelang, M...	02/27/2014	45.00
5	99024-POST-OP FOLLOW-UP VISIT	Chris D Johnson, PA-C [...]	03/05/2014	0.00
Payments		Matched to charges		0.00
Adjustments		Matched to charges		0.00

Note: This report contains only those payments and adjustments which are matched to the charges listed in the Charges section.

Report Settings		 <p>Aurora Sheboygan Clinic</p> <p>2414 KOHLER MEMORIAL DRIVE SHEBOYGAN, WI 53081</p>
Account:	WEIMANN, TERRY M [1299263]	
Submission Information		
User:	[030813]	
Time:	Wed Apr 29, 2015 9:20 AM	

Transaction Information			
Charges	Post Date From	Post Date To	Total Amount
Tx # Procedure	Service Provider	Date	Amount
76 73130-XRAY HAND 3+ VW	David J Fisher, MD [24787]	02/27/2014	226.00
(Match Pmt) 85 1030-INSURANCE PAYMENT		03/11/2014	0.00
(Match Pmt) 88 1030-INSURANCE PAYMENT		03/14/2014	0.00
(Match Pmt) 94 1030-INSURANCE PAYMENT		03/25/2014	0.00
(Match Adj) 86 2060-INSURANCE WRITE-OFF		03/11/2014	193.77
77 73564-XRAY KNEE 4 VW	David J Fisher, MD [24787]	02/27/2014	250.00
(Match Pmt) 85 1030-INSURANCE PAYMENT		03/11/2014	0.00
(Match Pmt) 88 1030-INSURANCE PAYMENT		03/14/2014	0.00
(Match Pmt) 94 1030-INSURANCE PAYMENT		03/25/2014	0.00
(Match Adj) 87 2060-INSURANCE WRITE-OFF		03/11/2014	207.69
78 27520-CLOSED RX PATELLA FX	Chris D Johnson, PA-C [...]	02/28/2014	1,194.00
(Match Pmt) 89 1030-INSURANCE PAYMENT		03/19/2014	145.77
(Match Pmt) 95 1030-INSURANCE PAYMENT		03/31/2014	37.19
(Match Pmt) 102 1030-INSURANCE PAYMENT		04/14/2014	-145.77
(Match Pmt) 106 1030-INSURANCE PAYMENT		04/14/2014	149.91
(Match Pmt) 107 1010-PATIENT PAYMENT-MAIL		04/15/2014	72.46
(Match Adj) 90 2060-INSURANCE WRITE-OFF		03/19/2014	930.33
(Match Adj) 91 2012-EHR PENALTY ADJUSTMENT		03/19/2014	5.27
(Match Adj) 92 2013-MEDICARE 2% PAYMENT REDUCTION		03/19/2014	2.98
(Match Adj) 103 2060-INSURANCE WRITE-OFF		04/14/2014	-930.33
(Match Adj) 104 2012-EHR PENALTY ADJUSTMENT		04/14/2014	-5.27
(Match Adj) 105 2013-MEDICARE 2% PAYMENT REDUCTION		04/14/2014	-2.98
79 3014F-SCREENING MAMMOGRAPHY RESULTS D...	Chris D Johnson, PA-C [...]	02/28/2014	0.00
(Match Pmt) 89 1030-INSURANCE PAYMENT		03/19/2014	0.00
(Match Pmt) 102 1030-INSURANCE PAYMENT		04/14/2014	0.00
(Match Pmt) 106 1030-INSURANCE PAYMENT		04/14/2014	0.00
80 3017F-COLORECTAL CA SCREEN RESULTS DOC ...	Chris D Johnson, PA-C [...]	02/28/2014	0.00
(Match Pmt) 89 1030-INSURANCE PAYMENT		03/19/2014	0.00
(Match Pmt) 102 1030-INSURANCE PAYMENT		04/14/2014	0.00
(Match Pmt) 106 1030-INSURANCE PAYMENT		04/14/2014	0.00
81 G8419-BMI DOCUMENTED OUTSIDE NORMAL P...	Chris D Johnson, PA-C [...]	02/28/2014	0.00
(Match Pmt) 89 1030-INSURANCE PAYMENT		03/19/2014	0.00
(Match Pmt) 102 1030-INSURANCE PAYMENT		04/14/2014	0.00
(Match Pmt) 106 1030-INSURANCE PAYMENT		04/14/2014	0.00
82 G8427-LIST OF CURRENT MEDS W DOSAGE CK ...	Chris D Johnson, PA-C [...]	02/28/2014	0.00
(Match Pmt) 89 1030-INSURANCE PAYMENT		03/19/2014	0.00
(Match Pmt) 102 1030-INSURANCE PAYMENT		04/14/2014	0.00
(Match Pmt) 106 1030-INSURANCE PAYMENT		04/14/2014	0.00

83	4004F-TOBACCO USE SCREENING	Chris D Johnson, PA-C [...]	02/28/2014	0.00
	(Match Pmt) 89	1030-INSURANCE PAYMENT	03/19/2014	0.00
	(Match Pmt) 102	1030-INSURANCE PAYMENT	04/14/2014	0.00
	(Match Pmt) 106	1030-INSURANCE PAYMENT	04/14/2014	0.00
84	73562-XRAY KNEE 3 VIEW	Charles J Green, DO [11...]	03/11/2014	211.00
	(Match Pmt) 93	1030-INSURANCE PAYMENT	03/19/2014	0.00
96	73562-XRAY KNEE 3 VIEW	Douglas A Fehrman, MD ...	04/01/2014	211.00
	(Match Pmt) 101	1030-INSURANCE PAYMENT	04/12/2014	0.00
	(Match Pmt) 162	1030-INSURANCE PAYMENT	08/08/2014	28.56
	(Match Pmt) 165	1030-INSURANCE PAYMENT	08/21/2014	7.28
	(Match Adj) 163	2060-INSURANCE WRITE-OFF	08/08/2014	174.58
	(Match Adj) 164	2013-MEDICARE 2% PAYMENT REDUCTION	08/08/2014	0.58
97	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN	Laura J Markham, PT [11...]	04/07/2014	78.00
	(Match Pmt) 108	1030-INSURANCE PAYMENT	04/17/2014	0.00
98	97035-ULTRASOUND TX ATTENDED 15 MIN	Laura J Markham, PT [11...]	04/07/2014	64.00
	(Match Pmt) 108	1030-INSURANCE PAYMENT	04/17/2014	0.00
99	G8978-MOBILITY CURRENT STATUS MOB CS	Laura J Markham, PT [11...]	04/07/2014	0.00
	(Match Pmt) 108	1030-INSURANCE PAYMENT	04/17/2014	0.00
100	G8979-MOBILITY GOAL STATUS MOB GS	Laura J Markham, PT [11...]	04/07/2014	0.00
	(Match Pmt) 108	1030-INSURANCE PAYMENT	04/17/2014	0.00
109	36415-VENIPUNCTURE	Rieck W Beiersdorf, MD [...]	04/28/2014	33.00
	(Match Pmt) 123	1030-INSURANCE PAYMENT	05/08/2014	0.00
	(Match Pmt) 155	1030-INSURANCE PAYMENT	07/10/2014	2.94
	(Match Adj) 156	2060-INSURANCE WRITE-OFF	07/10/2014	30.00
	(Match Adj) 157	2013-MEDICARE 2% PAYMENT REDUCTION	07/10/2014	0.06
110	80076-HEPATIC FUNCTION PANEL	Rieck W Beiersdorf, MD [...]	04/28/2014	95.00
	(Match Pmt) 123	1030-INSURANCE PAYMENT	05/08/2014	0.00
	(Match Pmt) 155	1030-INSURANCE PAYMENT	07/10/2014	10.92
	(Match Adj) 158	2060-INSURANCE WRITE-OFF	07/10/2014	83.86
	(Match Adj) 159	2013-MEDICARE 2% PAYMENT REDUCTION	07/10/2014	0.22
111	99214-OFFICE/OUTPT VISIT EST LEVEL IV	Rieck W Beiersdorf, MD [...]	05/01/2014	299.00
	(Match Pmt) 124	1030-INSURANCE PAYMENT	05/14/2014	0.00
	(Match Pmt) 152	1030-INSURANCE PAYMENT	07/10/2014	81.63
	(Match Pmt) 161	1030-INSURANCE PAYMENT	07/26/2014	20.82
	(Match Adj) 153	2060-INSURANCE WRITE-OFF	07/10/2014	194.88
	(Match Adj) 154	2013-MEDICARE 2% PAYMENT REDUCTION	07/10/2014	1.67
112	3014F-SCREENING MAMMOGRAPHY RESULTS D...	Rieck W Beiersdorf, MD [...]	05/01/2014	0.00
	(Match Pmt) 124	1030-INSURANCE PAYMENT	05/14/2014	0.00
	(Match Pmt) 152	1030-INSURANCE PAYMENT	07/10/2014	0.00
113	3017F-COLORECTAL CA SCREEN RESULTS DOC ...	Rieck W Beiersdorf, MD [...]	05/01/2014	0.00
	(Match Pmt) 124	1030-INSURANCE PAYMENT	05/14/2014	0.00
	(Match Pmt) 152	1030-INSURANCE PAYMENT	07/10/2014	0.00
114	G8419-BMI DOCUMENTED OUTSIDE NORMAL P...	Rieck W Beiersdorf, MD [...]	05/01/2014	0.00
	(Match Pmt) 124	1030-INSURANCE PAYMENT	05/14/2014	0.00

(Match Pmt) 152	1030-INSURANCE PAYMENT		07/10/2014	0.00	
115	G8427-LIST OF CURRENT MEDS W DOSAGE CK ...	Rieck W Beiersdorf, MD [...]	05/01/2014		0.00
(Match Pmt) 124	1030-INSURANCE PAYMENT		05/14/2014	0.00	
(Match Pmt) 152	1030-INSURANCE PAYMENT		07/10/2014	0.00	
116	4004F-TOBACCO USE SCREENING	Rieck W Beiersdorf, MD [...]	05/01/2014		0.00
(Match Pmt) 124	1030-INSURANCE PAYMENT		05/14/2014	0.00	
(Match Pmt) 152	1030-INSURANCE PAYMENT		07/10/2014	0.00	
117	99024-POST-OP FOLLOW-UP VISIT	Chris D Johnson, PA-C [...]	05/05/2014		0.00
118	3014F-SCREENING MAMMOGRAPHY RESULTS D...	Chris D Johnson, PA-C [...]	05/05/2014		0.00
119	3017F-COLORECTAL CA SCREEN RESULTS DOC ...	Chris D Johnson, PA-C [...]	05/05/2014		0.00
120	G8419-BMI DOCUMENTED OUTSIDE NORMAL P...	Chris D Johnson, PA-C [...]	05/05/2014		0.00
121	G8427-LIST OF CURRENT MEDS W DOSAGE CK ...	Chris D Johnson, PA-C [...]	05/05/2014		0.00
122	4004F-TOBACCO USE SCREENING	Chris D Johnson, PA-C [...]	05/05/2014		0.00
125	99214-OFFICE/OUTPT VISIT EST LEVEL IV	Rieck W Beiersdorf, MD [...]	05/20/2014		299.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	81.63	
(Match Pmt) 160	1030-INSURANCE PAYMENT		07/26/2014	20.82	
(Match Adj) 150	2060-INSURANCE WRITE-OFF		07/10/2014	194.88	
(Match Adj) 151	2013-MEDICARE 2% PAYMENT REDUCTION		07/10/2014	1.67	
126	3014F-SCREENING MAMMOGRAPHY RESULTS D...	Rieck W Beiersdorf, MD [...]	05/20/2014		0.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	0.00	
127	3017F-COLORECTAL CA SCREEN RESULTS DOC ...	Rieck W Beiersdorf, MD [...]	05/20/2014		0.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	0.00	
128	G8419-BMI DOCUMENTED OUTSIDE NORMAL P...	Rieck W Beiersdorf, MD [...]	05/20/2014		0.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	0.00	
129	G8427-LIST OF CURRENT MEDS W DOSAGE CK ...	Rieck W Beiersdorf, MD [...]	05/20/2014		0.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	0.00	
130	4004F-TOBACCO USE SCREENING	Rieck W Beiersdorf, MD [...]	05/20/2014		0.00
(Match Pmt) 145	1030-INSURANCE PAYMENT		05/30/2014	0.00	
(Match Pmt) 149	1030-INSURANCE PAYMENT		07/10/2014	0.00	
131	99214-OFFICE/OUTPT VISIT EST LEVEL IV	Jon D Niewolny, PA-C [2...	05/23/2014		299.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00	
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	69.38	
(Match Pmt) 178	1030-INSURANCE PAYMENT		10/02/2014	17.70	
(Match Adj) 170	2060-INSURANCE WRITE-OFF		09/11/2014	210.50	

(Match Adj) 171	2013-MEDICARE 2% PAYMENT REDUCTION		09/11/2014	1.42
132	J1030-METHYLPREDNISOLONE ACETATE < 40MG... Jon D Niewolny, PA-C [2...		05/23/2014	38.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	4.48
(Match Pmt) 178	1030-INSURANCE PAYMENT		10/02/2014	1.14
(Match Adj) 172	2060-INSURANCE WRITE-OFF		09/11/2014	32.29
(Match Adj) 173	2013-MEDICARE 2% PAYMENT REDUCTION		09/11/2014	0.09
133	20610-DRAIN OR INJECT LARGE JOINT OR BURS... Jon D Niewolny, PA-C [2...		05/23/2014	375.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	38.62
(Match Pmt) 178	1030-INSURANCE PAYMENT		10/02/2014	9.85
(Match Adj) 174	2060-INSURANCE WRITE-OFF		09/11/2014	325.74
(Match Adj) 175	2013-MEDICARE 2% PAYMENT REDUCTION		09/11/2014	0.79
134	3014F-SCREENING MAMMOGRAPHY RESULTS D... Jon D Niewolny, PA-C [2...		05/23/2014	0.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	0.00
135	3017F-COLORECTAL CA SCREEN RESULTS DOC ... Jon D Niewolny, PA-C [2...		05/23/2014	0.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	0.00
136	G8419-BMI DOCUMENTED OUTSIDE NORMAL P... Jon D Niewolny, PA-C [2...		05/23/2014	0.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	0.00
137	G8427-LIST OF CURRENT MEDS W DOSAGE CK ... Jon D Niewolny, PA-C [2...		05/23/2014	0.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	0.00
138	4004F-TOBACCO USE SCREENING Jon D Niewolny, PA-C [2...		05/23/2014	0.00
(Match Pmt) 146	1030-INSURANCE PAYMENT		06/03/2014	0.00
(Match Pmt) 169	1030-INSURANCE PAYMENT		09/11/2014	0.00
139	99213-OFFICE/OUTPT VISIT EST LEVEL III John Revelis, MD [21053]		05/28/2014	201.00
(Match Pmt) 147	1030-INSURANCE PAYMENT		06/09/2014	0.00
(Match Pmt) 166	1030-INSURANCE PAYMENT		09/05/2014	55.24
(Match Pmt) 177	1030-INSURANCE PAYMENT		09/22/2014	14.09
(Match Adj) 167	2060-INSURANCE WRITE-OFF		09/05/2014	130.54
(Match Adj) 168	2013-MEDICARE 2% PAYMENT REDUCTION		09/05/2014	1.13
140	3014F-SCREENING MAMMOGRAPHY RESULTS D... John Revelis, MD [21053]		05/28/2014	0.00
(Match Pmt) 147	1030-INSURANCE PAYMENT		06/09/2014	0.00
(Match Pmt) 166	1030-INSURANCE PAYMENT		09/05/2014	0.00
141	3017F-COLORECTAL CA SCREEN RESULTS DOC ... John Revelis, MD [21053]		05/28/2014	0.00
(Match Pmt) 147	1030-INSURANCE PAYMENT		06/09/2014	0.00
(Match Pmt) 166	1030-INSURANCE PAYMENT		09/05/2014	0.00
142	G8419-BMI DOCUMENTED OUTSIDE NORMAL P... John Revelis, MD [21053]		05/28/2014	0.00
(Match Pmt) 147	1030-INSURANCE PAYMENT		06/09/2014	0.00
(Match Pmt) 166	1030-INSURANCE PAYMENT		09/05/2014	0.00
143	G8427-LIST OF CURRENT MEDS W DOSAGE CK ... John Revelis, MD [21053]		05/28/2014	0.00

286	99212-OFFICE/OUTPT VISIT EST LEVEL II (Match Pmt) 335	1030-INSURANCE PAYMENT	Chris D Johnson, PA-C [...]	04/16/2015 04/28/2015	142.00 0.00
287	97001-PHYS THERAPY EVALUATION (Match Pmt) 337	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	241.00 0.00
288	97110-THERAPEUTIC EX 15 MIN EA (Match Pmt) 337	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	99.00 0.00
289	97035-ULTRASOUND TX ATTENDED 15 MIN (Match Pmt) 336	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	64.00 0.00
290	97110-THERAPEUTIC EX 15 MIN EA (Match Pmt) 336	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	99.00 0.00
291	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN (Match Pmt) 336	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	78.00 0.00
292	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN (Match Pmt) 334	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	78.00 0.00
293	97035-ULTRASOUND TX ATTENDED 15 MIN (Match Pmt) 334	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	64.00 0.00
294	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN (Match Pmt) 333	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	78.00 0.00
295	97035-ULTRASOUND TX ATTENDED 15 MIN (Match Pmt) 333	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	64.00 0.00
296	G8978-MOBILITY CURRENT STATUS MOB CS (Match Pmt) 333	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	0.00 0.00
297	G8979-MOBILITY GOAL STATUS MOB GS (Match Pmt) 333	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	0.00 0.00
298	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN		Laura J Markham, PT [11...]	04/16/2015	78.00
299	97035-ULTRASOUND TX ATTENDED 15 MIN		Laura J Markham, PT [11...]	04/16/2015	64.00
300	97002-PHYS THERAPY RE-EVALUATION (Match Pmt) 332	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	117.00 0.00
301	97110-THERAPEUTIC EX 15 MIN EA		Laura J Markham, PT [11...]	04/16/2015	198.00
302	97110-THERAPEUTIC EX 15 MIN EA		Laura J Markham, PT [11...]	04/16/2015	198.00
303	G8978-MOBILITY CURRENT STATUS MOB CS (Match Pmt) 331	1030-INSURANCE PAYMENT	Laura J Markham, PT [11...]	04/16/2015 04/28/2015	0.00 0.00
304	G8979-MOBILITY GOAL STATUS MOB GS		Laura J Markham, PT [11...]	04/16/2015	0.00

(Match Pmt) 331	1030-INSURANCE PAYMENT	04/28/2015	0.00
305	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 198.00
306	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 198.00
307	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 198.00
308	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 198.00
309	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 198.00
310	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN	Laura J Markham, PT [11...	04/16/2015 78.00
311	97035-ULTRASOUND TX ATTENDED 15 MIN	Laura J Markham, PT [11...	04/16/2015 64.00
312	97110-THERAPEUTIC EX 15 MIN EA	Laura J Markham, PT [11...	04/16/2015 99.00
313	97035-ULTRASOUND TX ATTENDED 15 MIN	Laura J Markham, PT [11...	04/16/2015 64.00
314	97035-ULTRASOUND TX ATTENDED 15 MIN	Laura J Markham, PT [11...	04/16/2015 64.00
315	97140-MANUAL THER TECH,1+REGIONS,EA 15 MIN	Laura J Markham, PT [11...	04/16/2015 78.00
316	G8979-MOBILITY GOAL STATUS MOB GS	Laura J Markham, PT [11...	04/16/2015 0.00
317	G8978-MOBILITY CURRENT STATUS MOB CS	Laura J Markham, PT [11...	04/16/2015 0.00
318	99213-OFFICE/OUTPT VISIT EST LEVEL III	John T Livermore, MD [1...	04/16/2015 201.00
319	J1030-METHYLPREDNISOLONE ACETATE < 40MG...	John T Livermore, MD [1...	04/16/2015 95.00
320	20610-DRAIN OR INJECT LARGE JOINT OR BURS...	John T Livermore, MD [1...	04/16/2015 375.00
321	99213-OFFICE/OUTPT VISIT EST LEVEL III	Jon D Niewolny, PA-C [2...	04/16/2015 211.00
322	J1030-METHYLPREDNISOLONE ACETATE < 40MG...	Jon D Niewolny, PA-C [2...	04/16/2015 80.00
323	20610-DRAIN OR INJECT LARGE JOINT OR BURS...	Jon D Niewolny, PA-C [2...	04/16/2015 393.00
324	74000-X-RAY ABDOMEN KUB	Rory M Nelson, MD [253...	04/16/2015 242.00
	Payments	Matched to charges	1,979.28
	Adjustments	Matched to charges	41,797.25 cr

Note: This report contains only those payments and adjustments which are matched to the charges listed in the Charges section.

II

3.3

R. O. No. 45 - 15 - 16. By CITY CLERK. June 1, 2015.

Submitting a claim from State Farm Insurance on behalf of their insured James Pingel for alleged damages to his vehicle when a snowplow struck the vehicle.

France

Susan Richards

City Clerk

8.2

II

100

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

100

Filed in City Clerk's
office May 22, 2015
State Farm 10:04 am
L. Richards

May 27, 2015

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106172
Atlanta GA 30348-6172

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-5S54-138
Our Insured: James Pingel
Date of Loss: February 02, 2015
Your Insured: City Of Sheboygan
Your Insured Driver:
Loss Location: Tizoli Street, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

V1 was parked and unoccupied on the street when V2 (a snow plow) and the plow then struck the side of the car on the driver side heavily scraping and pulling off the door handles from the car.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$5,323.36
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$5,323.36
Insured Deductible	\$500.00
Total Claim Amount	\$5,823.36

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$5,823.36.

49-5554-138
Page 2
May 27, 2015

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Donna Sisneros
Claim Associate
(877) 457-8276 Ext. 60
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 04-15

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: State Farm A/S/O James Angel
- 2. Home address of Claimant: PO Box 106172 Atlanta GA 303018
- 3. Home phone number: _____
- 4. Business address and phone number of Claimant: 877-457-8276 x100
- 5. When did damage or injury occur? (date, time of day) 02.02.2015 8:30 pm
- 6. Where did damage or injury occur? (give full description) Tirol Street

7. How did damage or injury occur? (give full description)
Our insured's vehicle was parked & unoccupied when struck causing damage.

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: failure to maintain safe distance.

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").

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

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

Auto: \$ 5,823.36

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ _____

Damaged vehicle (if applicable)

Make: Toyota Model: Sienna Year: 2010 Mileage: 77,926

Name and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT [Signature] DATE 5-28-15
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

State Farm #186
James Pingel

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 04-15

CLAIM

Claimant's Name: State Farm #1610

Auto: \$ 5,823.36

Claimant's Address: James King
PO Box 10672

Property: \$ _____

Claimant's Phone No. Atlanta GA 30348

Personal Injury: \$ _____

877-457-8276 x660

Other (Specify below) \$ _____

TOTAL \$ 5,823.36

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 \$ 5,823.36

James King
SIGNED: James King DATE: 5-28-15
ADDRESS: _____

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



RBZ0006Z

State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Donna Sisneros

BASIC CLAIM INFORMATION

Claim Number: 49-5S54-138
Date of Loss: 02-02-2015
Policy Number: 0459-261-49F
Named Insured: PINGEL, JAMES

400 - COLL

C denotes consolidated payment
 E denotes EFT payment
 P previously converted payment from CAT/CMR

<u>Payment Number</u>	<u>Issued Date</u>	<u>Participant</u>	<u>Payable COL</u>	<u>Pay Cd</u>	<u>Status</u>	<u>Amount</u>	<u>Auth ID</u>	<u>Rsn Cd</u>
105558084K E	04-07-2015	Named Insured(s)	400	1	Paid	\$5,323.36	ECSAPY	
Total:						\$5,323.36		

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"

*** SUPPLEMENT 2 ***

S2 02/09/2015 05:28 PM
03/30/2015 09:51 AM

Owner

Owner: JAMES PINGEL
Address: 2933 WHISPERING WINDS DR
City State Zip: SHEBOYGAN, WI 53081-9002
Email: james.pingel@cuw.edu
Cell: (920)889-0209
Home/Evening: (920)889-0209
FAX:

Control Information

Claim #: 49-5S54-13801
Loss Date/Time: 02/02/2015 06:00 AM
Deductible: \$500.00
Ins. Company: State Farm
Insured: JAMES PINGEL
Address:
Claim Rep: Team R3 ACC CP Team 33
Address:
Insured Policy #:
Loss Type: Collision
Cell: (920)889-0209
Home/Evening: (920)889-0209
Work/Day: (866)207-6046

Inspection

Inspection Date: 02/09/2015 05:25 PM
Inspection Location: RESIDENCE - MICHELLE PINGEL
Address: 2933 WHISPERING WINDS DR
City State Zip: SHEBOYGAN, WI 53081-9002
Primary Impact: Left Side
Driveable: Yes
Assigned Date/Time:
First Contact Date/Time:
Appraiser Name: PHIL BLACK
Orig Appraiser Name: PHIL BLACK
Inspection Type: Select Service
Contact:
Home/Day: (920)889-0230
Secondary Impact:
Rental Assisted:
Received Date/Time: 02/06/2015 11:29 AM
Appointment Date/Time: 02/09/2015 06:00 AM
Appraiser License # :
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
Repair Start Date/Time: 03/23/2015 05:26 PM
Repair Complete Date/Time: 04/03/2015 05:32 PM
Target Complete Date/Time: 04/07/2015 05:26 PM
Vehicle Drop Off Date/Time: 03/23/2015 05:26 PM
Vehicle Pick Up Date/Time: 04/03/2015 05:32 PM
Days To Repair: 12

Remarks

*** Final Bill ***
 *** SIGNATURE SECURED - FINAL BILL ***

Vehicle

2010 Toyota Sienna LE 4 DR Passenger Van
 6cyl Gasoline 3.5
 5 Speed Automatic

Lic.Plate: 600-HHH
 Lic Expire:
 Prod Date: 10/2009
 Veh Insp# :
 Condition:
 Ext. Color: SLATE
 Ext. Refinish: Two-Stage
 Ext. Paint Code: 1F9

Lic State: WI
 VIN: 5TDKK4CC6AS328649
 Mileage: 77,926
 Mileage Type: Actual
 Code: Y6133B
 Int. Color:
 Int. Refinish: Two-Stage
 Int. Trim Code:

Options

7 Passenger Seating	AM/FM In-dash CD Changer	Alarm System
Anti-Lock Brakes	Auto Headlamp Control	Bodyside Moldings
Bucket Seats	Center Console	Color-Keyed Grille
Cruise Control	Dual Air Conditioning	Dual Airbags
Halogen Headlights	Head Airbags	Heated Power Mirrors
Heated W/S Wiper Washers	Illuminated Visor Mirror	Intermittent Wipers
JBL Sound System	Keyless Entry System	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Rear Heater	Rear Step Bumper	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Side Airbags	Sliding Driver Side Door	Stability Cntrl Suspensn
Steel Wheels	Strg Wheel Radio Control	Tachometer
Telescopic Steering Whl	Theft Deterrent System	Third Seat (trucks)
Tilt Steering Wheel	Tinted Glass	Traction Control System
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	256		Mldg,Front Door Lower LT	R & I Assembly				0.3	SM
2	RI	303		Mldg,Rear Door Lower LT	R & I Assembly				0.3	SM
Front Bumper										
3	N	6		Front Bumper Cover R&I	ADDITIONAL OPERATION				0.8	SM
Front End Panel And Lamps										
4	RI	41		Headlamp Assy,Halogen LT	R & I Assembly				INC	SM
Front Body And Windshield										
5	BR	83	13	Panel,Hood High Strength Steel	Blend Refinish				2.3	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.6 Two-stage					

6	E	103	46	Fender,Front LT High Strength Steel	53812AE020	\$286.54			1.6	SM
7	L	103		Fender,Front LT	Refinish 1.9 Surface 0.5 Edge 0.5 Two-stage				2.9	RF
Front Doors										
8	RI	1408		Speaker,Front Door LT	R & I Assembly				0.2	SM
9	I	207		Door Shell,Front LT High Strength Steel	Repair				1.5*	SM
10	L	207		Door Shell,Front LT	Refinish 2.1 Surface 0.4 Two-stage				2.5	RF
11	E	209		Pnl,Front Door Outer LT High Strength Steel	67112AE010	\$340.28			6.4	SM
12	L	209		Pnl,Front Door Outer LT	Refinish 0.5 Edge 0.1 Two-stage				0.6	RF
13	RI	345		W/Strip,Belt Outer LT	R & I Assembly				INC	SM
14	RI	228		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
15	RI	1479		Mldg,Front Door Scalp L/R	R & I Assembly				0.2	SM
16	E	525		Tape,Front Door LT	75956AE010	\$21.15			0.3	SM
17	EU	262		Mirror,Outer R/C LT >> >>Jants 4<<<	RECYCLED PART	\$75.00*	+25.00	S2	INC	SM
18	RI	262		Mirror,Outer R/C LT	R & I Assembly				INC	SM
19	RI	220		Bezel,Mirror LT	R & I Assembly				INC	SM
20	RI	214		Glass,Front Door T LT	R & I Assembly				INC	SM
21	E	230		Gde,Front Door Glass L/R	67404AE010	INC*		S2	0.2	SM
22	RI	505		Channel,Front Glass Ru LT	R & I Assembly				INC	SM
23	RI	226		Rod,Front Door Check LT	R & I Assembly				0.2	SM
24	EU	244		Lock,Front Door LT >> >>NORBS<<<	RECYCLED PART	\$40.00*	+25.00	S2	0.3	SM
25	RI	244		Lock,Front Door LT	R & I Assembly			S2	INC	SM
26	E	258		Cyl,Front Door Lock LT	6905202080	\$65.04			INC	SM
27	E	240	01	Handle,Front Door Otr LT	69211AE020A0	\$38.76			0.1	SM
28	E	363	01	Cover,Frt Door Handle LT	69217AE020A0	\$6.98			INC	SM
29	E	1152		Supt,Frt Door Handle LT	69202AE010	\$99.39		S2	INC	SM
Rear Doors										
30	EU	287		Door Assembly,Rear LT >> >>Rhine Auto<<< Door Frame Damaged & Was More Cost Effective to Replace >> With Used	RECYCLED PART	\$450.00*	+25.00	S2	1.9	SM
31	L	287		Door Shell,Rear LT	Refinish 2.5 Surface 1.2 Edge 0.7 Two-stage			S1	4.4	RF
32	RI	602		W/Strip,Belt Outer LT	R & I Assembly			S1	0.2	SM
33	RI	1530		Mldg,Rear Door Scalp L/F	R & I Assembly				INC	SM
34	RI	1528		Mldg,Rear Door Scalp L/R	R & I Assembly				INC	SM
35	E	1277	01	Cover,RR Door Handle LT	6922708030A0	\$15.77			INC	SM
36	RI	297		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
37	RI	307		Glass,Rear Door T LT	R & I Assembly			S1	1.2	SM
38	RI	482		Channel,Rear Glass Run LT	R & I Assembly			S1	0.2	SM
39	RI	1225		Switch,Sliding Door LT	R & I Assembly			S1	0.2	SM
40	RI	315		Hinge,Rear Door Upper LT	R & I Assembly			S1	INC	SM
41	RI	391		Roller,Sliding Door Up LT	R & I Assembly			S1	0.2	SM
42	RI	313		Lock,Rear Door LT	R & I Assembly				0.3	SM
43	RI	1281		Lock,Sliding Door LT	R & I Assembly			S2	0.2	SM
44	RI	1333		Lock,Sliding Door LT	R & I Assembly				0.2	SM
45	RI	272		Actuator,Sliding Door LT	R & I Assembly			S2	0.4	SM
46	RI	1244		Striker,Slidg Door Lock LT	R & I Assembly				0.2	SM
47	E	309	01	Handle,RR Door Outer LT	6921308010A0	\$38.76			INC	SM

48	RI	1289	Supt,RR Door Handle LT	R & I Assembly		S1			
49	RI	443	Roller,Sliding Door Lw LT	R & I Assembly		S1		INC	SM

Quarter And Rocker Panel

50	I	389	Panel,Bodyside Outer LT	Repair				14.0*	SM
51	L	389	Panel,Bodyside Outer LT	Refinish				3.0	RF
				3.0 Surface					
				INC Two-stage					
52	E	473	Door,Fuel Filler LT	77350AE010	\$95.25			0.3	SM
53	L	473	Door,Fuel Filler LT	Refinish				0.3	RF
				0.3 Surface					
				INC Two-stage					
54	RI	321	Mldg,Bodyside Garnish LT	R & I Assembly				0.3	SM
55	RI	270	Qtr Glass R & I LT	R & I Assembly		S2		1.6	SM
56	RI	196	W/Strip,Bodyside Glass RT	R & I Assembly				2.4	SM
57	RI	325	Track,Sliding Door LT	R & I Assembly				0.2	SM

Rear Bumper

58	N	766	Rear Bumper Cover R&I	ADDITIONAL OPERATION				1.0	SM
----	---	-----	-----------------------	----------------------	--	--	--	-----	----

Rear Body, Lamps And Floor Pan

59	RI	562	Lens,Taillamp Outer LT	R & I Assembly				0.4	SM
----	----	-----	------------------------	----------------	--	--	--	-----	----

Manual Entries

60	TE		LF Door Bonding Kit	Partial Replace Price	\$45.00*				SM*
61	SB		Recode Key	Sublet Repair	\$50.00*		S2		SM*
			>> >>S& J Lock Smith<<						
62	N		Mldg. LF Door	ADDITIONAL OPERATION	\$5.00*			0.3*	SM*
			>> >>Clean & Retape<<						
63	ET		Lf Door Clean & Tape Mldg	Partial Replace Labor	\$5.00*			0.3*	SM*
64	E		F/DR. FRONT GASKET	New Part	\$1.03*		S2		SM*
65	E		F/DR. REAR GASKET	New Part	\$1.06*		S2		SM*
66	RI		SLIDING DOOR WIREING	R & I Assembly			S2	1.5*	SM*
			>> >>CHANGE SLIDING DOOR WIRE HARNESS. (USED DIFFERENT THEN ORIGINAL<<						
67	E		Hood Insulator Retainer 2	New Part	\$1.20*		S2		SM*
68	E		Fender Liner Fasteners	New Part	\$6.00*		S2		SM*
68	Items								

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$1,062.21
Other Parts	\$575.00
Paint & Materials	\$576.00
Line Item Markup	\$141.25
Parts & Material Total	\$2,354.46
Tax on Parts & Material	@ 5.00% \$117.72

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	22.5	17.6	40.1	\$2,245.60
Mech/Elec (ME)	\$56.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$56.00	16.0		16.0	\$896.00
Paint & Materials	\$36.00				

Labor Total		56.1 Hours		\$3,141.60
Tax on Labor	@ 5.000%		\$157.08	
Sublet Repairs			\$50.00	
Tax on Sublet	@ 5.000%		\$2.50	
Gross Total				\$5,823.36
Less: Deductible				\$500.00-
Net Total				\$5,323.36
Actual Supplement Total	\$112.37			
Less: Previous Net Total				\$5,210.99-
Net Supplement Total (Final Bill)				\$112.37

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4>.

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you! Not available in New Mexico.

Alternate Parts Y/00/00/00/00/00 CUM 01/00/00/01/01 Zip Code: 53081 Geo 53081

Audatex Estimating 7.0.417 S2 04/07/2015 05:34 PM REL 7.0.417 DT 01/01/2015 DB 04/01/2015
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**2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
 ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

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

Op Codes

* = User-Entered Value	E = New Part	NG = Replace NAGS
EC = ** NON-OEM PART	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = ** NON-OEM PART	EU = RECYCLED PART
TE = Partial Replace Price	PM = REMAN/REBUILT PART	UM = REMAN/REBUILT PART
L = Refinish	PC = RECOND PART	UC = RECOND PART
TT = Two-Tone	SB = Sublet Repair	N = ADDITIONAL OPERATION
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
RP = RP-RELATED PRIOR		



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***** SUPPLEMENT RECONCILIATION *****

Supplement S2

Claim # : 49-5S54-13801	Insured Policy # :
File # :	Claim Rep: Team R3 ACC CP Team 33
Insured: JAMES PINGEL	Inspection Date/Time: 02/09/2015 05:25 PM
Owner Name: JAMES PINGEL	
Appraiser Name: PHIL BLACK	
Vehicle: 2010 Toyota Sienna LE 4 DR Passenger Van	

Deleted Lines

Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
1	270	Glass,Bodyside Rear T LT	Sublet Repair		\$106.25*				SM
2	1246	Tape,Rear Door LT	New Part	S1	\$37.96			0.4	SM

Added Lines

Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
3	230	Gde,Front Door Glass L/R	New Part	S2	INC*			0.2	SM
4	244	Lock,Front Door LT	RECYCLED PART	S2	\$40.00*	+25.00		0.3	SM
5	270	Qtr Glass R & I LT	R & I Assembly	S2				1.6	SM
6	272	Actuator,Sliding Door LT	R & I Assembly	S2				0.4	SM
7	1152	Supt,Frt Door Handle LT	New Part	S2	\$99.39			INC	SM
8		F/DR. FRONT GASKET	New Part	S2	\$1.03*				SM*
9		F/DR. REAR GASKET	New Part	S2	\$1.06*				SM*
10		SLIDING DOOR WIREING	R & I Assembly	S2				1.5*	SM*
11		Hood Insulator Retainer 2	New Part	S2	\$1.20*				SM*
12		Fender Liner Fasteners	New Part	S2	\$6.00*				SM*

Changed Lines

Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
13	244	Lock,Front Door LT	R & I Assembly	S2				INC	SM
		Lock,Front Door LT						0.3	SM
14	262	Mirror,Outer R/C LT	RECYCLED PART	S2	\$75.00*	+25.00		INC	SM
		Mirror,Outer R/C LT			\$100.00*	+25.00		INC	SM
15	287	Door Assembly,Rear LT	RECYCLED PART	S2	\$450.00*	+25.00		1.9	SM
		Door Assembly,Rear LT		S1	\$450.00*	+25.00		2.6	SM
16	1281	Lock,Sliding Door LT	R & I Assembly	S2				0.2	SM
		Lock,Sliding Door LT						0.5	SM
17		Recode Key	Sublet Repair	S2	\$50.00*				SM*
		Recode Key			\$55.00*				SM*

Calculation Changes

	From	To	Difference
Gross Parts	\$991.49	\$1,062.21	\$70.72+
Other Parts	\$560.00	\$575.00	\$15.00+
Line Item Markup	\$137.50	\$141.25	\$3.75+
Tax on Parts & Material	5.000% \$113.25	5.000% \$117.72	\$4.47+
SM - Sheet Metal	\$56.00 \$2,116.80	\$56.00 \$2,245.60	\$128.80+
Tax On Labor	5.000% \$150.64	5.000% \$157.08	\$6.44+
Sublet Repairs	\$161.25	\$50.00	\$111.25-
Tax On Sublet	5.000% \$8.06	5.000% \$2.50	\$5.56-
Actual Supplement 2 Net Total			\$112.37+

Summary

	Net Total	Date	Time	Appraiser
Supplement 1	\$5,210.99	03/25/2015	01:25 PM	
Supplement 2	\$5,323.36	03/30/2015	09:51 AM	PHIL BLACK



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Truck and Bus

TRUCK/BUS	135 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/OCWR		135 Any vehicle displaying a hazardous materials <input type="checkbox"/> placard		
	136 <input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver				
	135 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport	135 One or more vehicles towed from the scene due to disabling damage <input type="checkbox"/>	
	Unit Number				
	137 - Hazardous Materials Class Numbers				
	137 - Hazardous Materials "UN" Nos.		Hazardous Material Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>
	137 - Name Of Hazardous Materials In this Load		137 - Name Of Hazardous Materials Released		
	138 Interstate Carrier <input type="checkbox"/>	140 - US DOT No.	140 - ICC MC No	LC No.	IC No.
	141 - Source				
	139 - Carrier Name				
	142 - Carrier Address		City		State
	142 - Zip Code	143 - GVWR (Lbs)	144 - Total No. of Axles		145 - Vehicle Configuration
					147 - Cargo Body Type
	146 - First Event		146 - Second Event		
146 - Third Event		146 - Fourth Event			

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

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
<p>ON 2-1-15 AT APPX. 1954 HRS, JOHN BRIDGES, OPERATING UNIT 01, WAS SNOW PLOWING W/S ON TIVOLI LN. ATTEMPTING TO NAVIGATE NEAR THE NORTH CURB OF THE ROAD WITH THE RIGHT SIDE OF HIS PLOW, WHEN THE LEFT EDGE OF HIS PLOW DRAGGED ALONG THE SIDE OF UNIT 02 THAT WAS LEGALLY PARKED FACING E/W ON TIVOLI LN. IN FRONT OF 2031 TIVOLI LN. UNIT 02 SUSTAINED AN OPEN TEAR ALONG THE DRIVER SIDE OF THE VEHICLE BODY AND THE DRIVER'S SIDE DOOR HANDLE RIPPED OFF. CONTACT WAS MADE WITH THE SUPERVISOR OF SHEBOYGAN DPW, BRUCE MATZDORF 2025 NEW JERSEY AVE. (920)459-0224, WHO RESPONDED TO THE SCENE. CONTACT ALSO MADE WITH JAMES RINGEL, OWNER OF UNIT 02. NO CITATIONS AT THIS TIME. AKER/437</p>	

Officer Information

OFFICER INFORMATION	125 - Officer Last Name AKER	125 - First Name THOMAS	125 - Middle Initial	131 - Officer ID 437
	129 - Law Enforcement Agency No 5861	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 02/01/2016	133 - Time Notified (Military Time) 1954	134 - Time Arrived (Military Time) 2008	135 - Date Of Report 02/14/2016
	Agency Accident Number	Police Number C15-01785	19 - Special Study	
	18 - Agency Space SQD 17			

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number		26 - PO Box	
27 - City	27 - State	27 - Zip Code	28 - Telephone Number
39 - Seat Position BLANK		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/Entrapped 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 0
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
64 - 5th Statute No.			
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond		89 - Substance Presence	
90 - Alcohol Test		90 - Alcohol Content	91 - Drug Test
91 - Drugs Reported			
124 - Highway Factors SNOW, ICE, OR WET			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR		22 - Total Occupants 0	
56 - License Plate Number 800HHH		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2016	65 - Vehicle Identification Number 6TDKK4CC6A8328649
50 - Year 2010	51 - Make TOYT	52 - Model SIENNA CE/	53 - Body Style VN	54 - Color GRY	100 - Skidmarks to Impact (P)
64 - Vehicle Damage REAR DRIVER SIDE, MIDDLE DRIVER SIDE, FRONT DRIVER SIDE					
95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 <input type="checkbox"/> Vehicle Owner Same As Operator					
48 - Vehicle Owner Last Name PINGEL		46 - First Name JAMES	46 - Middle Initial A	46 - Suffix	Date Of Birth 09/23/1970
46 - Company Name					
47 - Address Street & Number 2833 WHISPERING WINDS DR			47 - PO Box		
48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 889-0209 EXT.	

Insurance

PK2011

91 - Drugs Reported
124 - Highway Factors SNOW, ICE, OR WET

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type SNOW-PLOW			22 - Total Occupants 1
	56 - License Plate Number 89358	57 - Plate Type MJN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FVMG3DV6FHGF0178
	50 - Year 2015	51 - Make FRHT	52 - Model	53 - Body Style CB	54 - Color
	100 - Stickers to Impact (FI)				
	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 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY				
	47 - Address Street & Number 828 CENTER AVE #205			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (820) 469-0224 EXT.	

Insurance

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

School Bus

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

Operator/Pedestrian

Unit Status L - LEGALLY PARKED	61 - Most Harmful Event, Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel EAST	24 - Speed Limit 25
36 - 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				

PK2011

POLICE # C15-01755

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number PORF0FP		Document Override Number	
Agency Accident Number				Police Number C15-01755					
4 - Accident Date 02/01/2015		5 - Time of Accident (Military Time) 1854		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 69			3 - Municipality SHEBOYGAN - 61, CITY			11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name TWOLI LN			14 - Bus/Fm/Rmp		15 - Est. Dist 25		15 - Hwy. Dir F
16 - Fd/Al Hwy No.		16 - From/Al Street Name LAVALLE DR			16 - Business/Frontage/Ramp				
17 - Structure Type HOUSE #		17 - Structure Number 2031		12 - Latitude			13 - Longitude		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE, OPPOSITE DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type UNKNOWN - 9			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-NOT-LIGHTED			116 - Road Surface Condition SNOW/SLUSH			118 - Weather SNOW			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE			23 - Dir Of Travel WEST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements			<input checked="" type="checkbox"/> 35 - Operating Commercial Motor Vehicle			
29 - Driver's License Number B6324727108502			30 - State WI	31 - Expiration Year 2022	34 - On Duty Accident WINTER-HWY-MAINTENANCE			
25 - Operator/Pedestrian Last Name BRIDGES			25 - First Name JOHN		25 - Middle Initial L		25 - Suffix	
32 - Date Of Birth 03/08/1971		33 - Sex MALE						
26 - Address: Street & Number 2221 COOPER AVE						28 - PO Box		
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 530836715		28 - Telephone Number (920) 458-0224 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				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/Entrapped NOT-TRAPPED		92 - Pedestrian Location			92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT				120 - Traffic Control NO-CONTROL			62 - No of Citations Issued 0	
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence UNKNOWN					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01



Facsimile Cover Sheet
Carátula de facsímil

Business
Empresarial

State Farm®
Providing Insurance and Financial Services
Su Compañía de Seguros y Servicios Financieros
Home Office, Bloomington, Illinois 61710
Oficina Central, Bloomington, Illinois

Susan Richards

May 28, 2015

To / A

Date / Fecha

City Clerks office

Office/Address / Oficina/Dirección

6

Telephone number / Número de teléfono

Fax number / Número de fax

Total pages / Cantidad de páginas

City of Sheboygan

Insured / Asegurado(e)

Claim number / Número de reclamo

Policy number / Número de póliza

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por favor notifiquenos inmediatamente por teléfono para que podamos hacer los arreglos necesarios para que nos devuelva este material sin costo alguno.

Jessica Kellerhals

From / De

State Farm

Office/Address/Location / Oficina/Dirección/Lugar

(866) 231-9276

Telephone number / Número de teléfono

Fax number / Número de fax

Message / Mensaje

Claim for James Pingel our claim number 49-5S54-138

MAY 22 '15 04:10:04

Providing Insurance and Financial Services
Home Office, Bloomington, IL



May 18, 2015

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106172
Atlanta GA 30348-6172

replaced

**call to state farm
re: name of
insured driver.*

*Resubmitting
claim
5-22-15*

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-5S54-138
Our Insured: James Pingel
Date of Loss: February 02, 2015
Your Insured: City Of Sheboygan
Your Insured Driver: Meredith Debruin
Loss Location: Tizoli Street, Sheboygan, WI

**will email new pg 1 & 2
5/28/15.*

**didn't get
*called again
got faxed copy @ 5:04pm*

To Whom It May Concern:

Facts of Loss:

V1 was parked and unoccupied on the street when V2 (a snow plow) and the plow then struck the side of the car on the driver side heavily scraping and pulling off the door handles from the car.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$5,323.36
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$5,323.36
Insured Deductible	\$500.00
Total Claim Amount	\$5,823.36

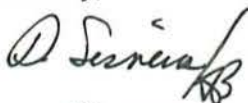
Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$5,823.36.

49-5S54-138
Page 2
May 18, 2015

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Donna Sisneros
Claim Associate
(877) 457-8276 Ext. 60
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

Replaced

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.
- 4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: State Farm also James Pingle
- 2. Home address of Claimant: PO Box 106122 Atlanta GA 30328
- 3. Home phone number: 877-457-8226
- 4. Business address and phone number of Claimant: same
- 5. When did damage or injury occur? (date, time of day) 07-07-2015 8:30pm
- 6. Where did damage or injury occur? (give full description) Tizok St
- 7. How did damage or injury occur? (give full description) Snowplow struck insured's PDU vehicle causing damage.
- 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: Meredith Debraun
 - (b) Claimant's statement of the basis of such liability: work
- 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: work

Reb/0000

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

NA

11. Name and address of any other person injured:

NA

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

Auto: \$ 5823.36
Property: \$ _____
Personal injury: \$ NA
Other: (Specify below) \$ _____

TOTAL

Damaged vehicle (if applicable)

Make: Toyota Model: Sienna Year: 2010 Mileage: 22826

Names and addresses of witnesses, doctors and hospitals: NA

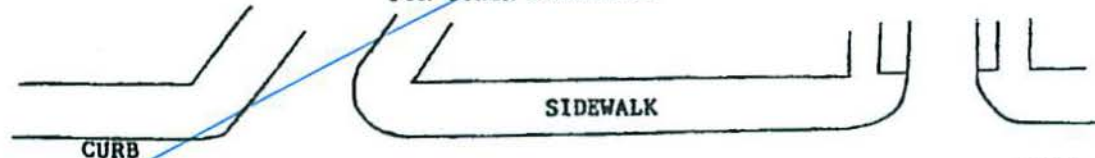
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



CURB

SIDEWALK

CURB



PARKWAY
SIDEWALK

SIGNATURE OF CLAIMANT: Donald State Farm
656 S. S. Pigeon (Date: 05-18-15

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>State Farm also</u>	Auto	\$ <u>5823.36</u>
Claimant's Address:	<u>James Pingle</u>	Property	\$ _____
	<u>PO Box 106122</u>	Personal Injury	\$ <u>1A</u>
	<u>Atlanta GA 30348</u>	Other (Specify below)	\$ _____
Claimant's Phone No.	<u>827-457-8226</u>		
		TOTAL	<u>5823.36</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 \$ 5823.36

Snowplow struck insured's P & U vehicle causing damage

Don L State Farm

SIGNED: also James Pingle

DATE: 05-18-05

ADDRESS: PO Box 106122

Atlanta GA 30348

JUN 2 2015 9:57

Providing Insurance and Financial Services
Home Office, Bloomington, IL



May 27, 2015

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106172
Atlanta GA 30348-6172

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-5S54-138
Our Insured: James Pingel
Date of Loss: February 02, 2015
Your Insured: City Of Sheboygan
Your Insured Driver:
Loss Location: Tizoli Street, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

V1 was parked and unoccupied on the street when V2 (a snow plow) and the plow then struck the side of the car on the driver side heavily scraping and pulling off the door handles from the car.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm[®] paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$5,323.36
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$5,323.36
Insured Deductible	\$500.00
Total Claim Amount	\$5,823.36

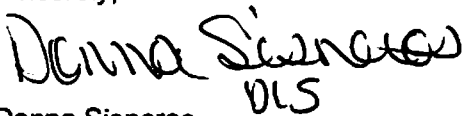
Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$5,823.36.

49-5S54-138
Page 2
May 27, 2015

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Donna Sisneros
Claim Associate
(877) 457-8276 Ext. 60
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

Root 49-5584-138

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 04-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

Rec'd 6-2-15 via mail. Incorrect claimant. Claim filed rec'd on 6-1-15 submitted to cancell

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: City of Sheboygan

2. Home address of Claimant: PO Box 106072 Atlanta GA 30348

3. Home phone number: 877-457-8576

4. Business address and phone number of Claimant: Same

5. When did damage or injury occur? (date, time of day) 02-02-2010

6. Where did damage or injury occur? (give full description) Tizoli St.

7. How did damage or injury occur? (give full description) Vehicle was parked & unoccupied when snowplow struck vehicle causing damage.

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: City of Sheboygan Unknown

(b) Claimant's statement of the basis of such liability: Snowplow struck parked vehicle

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: NA

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").

Driver side, front & Passenger side.
Door handles

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

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

Auto: \$ 5,873.36

Property: \$ None

Personal injury: \$ None

Other: (Specify below) \$ None

TOTAL

Damaged vehicle (if applicable)

Make: Toyota Model: Sienna Year: 2010 Mileage: 27826

Names and addresses of witnesses, doctors and hospitals: None

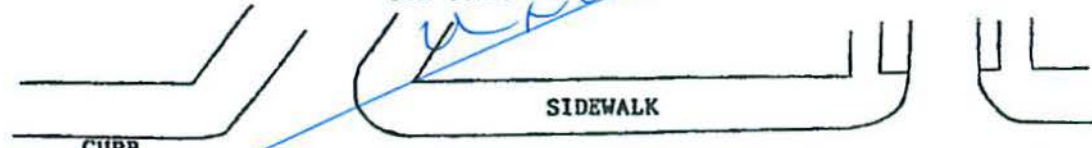
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Don & State Fair
also James Piggall Date: 05-27-10

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: <u>State Farm</u> <u>also James P. Angel</u>	Auto	\$ <u>5873.36</u>
Claimant's Address: <u>P.O. Box 106172</u>	Property	\$ _____
<u>Atlanta GA 30304</u>	Personal Injury	\$ <u>AA</u>
Claimant's Phone No. <u>877-457-8776</u>	Other (Specify below)	\$ _____
TOTAL		<u>5873.36</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 \$ 5873.36

SIGNED: Don L. State Farm
also James P. Angel
also 877-457-8776

ADDRESS: Sheboygan

DATE: 0527-00



RBZ0006Z

State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Donna Sisneros

BASIC CLAIM INFORMATION

Claim Number: 49-5S54-138

Date of Loss: 02-02-2015

Policy Number: 0459-261-49F

Named Insured: PINGEL, JAMES

400 - COLL

C denotes consolidated payment

E denotes EFT payment

P previously converted payment from CAT/CMR

Payment			Payable	Pay				Rsn
Number	Issued Date	Participant	COL	Cd	Status	Amount	Auth ID	Cd
105558084K E	04-07-2015	Named Insured(s)	400	1	Paid	\$5,323.36	ECSAPY	
Total:						\$5,323.36		

Truck and Bus

TRUCK/BUS	135 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR		136 Any vehicle displaying a hazardous materials placard <input type="checkbox"/>			
	136 <input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver					
	136 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 <input type="checkbox"/> One or more vehicles towed from the scene due to disabling damage	
	Unit Number					
	137 - Hazardous Materials Class Numbers					
	137 - Hazardous Materials "UN" Nos.		Hazardous Material Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>	
	137 - Name Of Hazardous Materials In this Load		137 - Name Of Hazardous Materials Released			
	138 Interstate Carrier <input type="checkbox"/>	140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.	141 - Source
	139 - Carrier Name					
	142 - Carrier Address		City		State	Zip Code
	143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration		147 - Cargo Body Type	
	146 - First Event		146 - Second Event			
	146 - Third Event		146 - Fourth Event			

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

Diagram and Narrative

105 - PHOTOS BY

DIAGRAM AND NARRATIVE

ON 2-1-16 AT APPX. 1954 HRS, JOHN BRIDGES, OPERATING UNIT01, WAS SNOW PLOWING W/B ON TIVOLI LN. ATTEMPTING TO NAVIGATE NEAR THE NORTH CURB OF THE ROAD WITH THE RIGHT SIDE OF HIS PLOW, WHEN THE LEFT EDGE OF HIS PLOW DRAGGED ALONG THE SIDE OF UNIT02 THAT WAS LEGALLY PARKED FACING EB ON TIVOLI LN. IN FRONT OF 2031 TIVOLI LN. UNIT 02 SUSTAINED AN OPEN TEAR ALONG THE DRIVER SIDE OF THE VEHICLE BODY AND THE DRIVER'S SIDE DOOR HANDLE RIPPED OFF. CONTACT WAS MADE WITH THE SUPERVISOR OF SHEBOYGAN DPW, BRUCE MATZDORF 2325 NEW JERSEY AVE. (820)459-4224, WHO RESPONDED TO THE SCENE. CONTACT ALSO MADE WITH JAMES FINGEL, OWNER OF UNIT02. NO CITATIONS AT THIS TIME. AKER/437

Officer Information

OFFICER INFORMATION	125 - Officer Last Name AKER		125 - First Name THOMAS	125 - Middle Initial	131 - Officer ID 437	
	129 - Law Enforcement Agency No 6981		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST					
	127 - City SHEBOYGAN		127 - State WI	127 - Zip Code 53081	128 - Telephone Number (820) 469-3333 EXT.	
	132 - Date Notified 02/01/2016	133 - Time Notified (Military Time) 1954	134 - Time Arrived (Military Time) 2008	135 - Date Of Report 02/14/2016		
	Agency Accident Number		Police Number C15-01785	19 - Special Study		
	18 - Agency Space SQD 17					

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number				28 - PO Box	
	27 - City		27 - State	27 - Zip Code	28 - Telephone Number	
	39 - Seat Position BLANK			40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST		
	38 - Injury Severity		41 - Airbag NOT APPLICABLE	42 - Ejector NOT-APPLICABLE		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-APPLICABLE		92 - Pedestrian Location		93 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond			89 - Substance Presence		
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
91 - Drugs Reported						
124 - Highway Factors SNOW,ICE,-OR-WET						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
	56 - License Plate Number 600HHH		67 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	65 - Vehicle Identification Number 5TDXK4CC6A8328649
	50 - Year 2010	51 - Make TOYT	52 - Model SIENNA CEI	53 - Body Style VN	54 - Color GRY	100 - Slidemarks to Impact (F)
	64 - Vehicle Damage REAR DRIVER SIDE, MIDDLE DRIVER SIDE, FRONT DRIVER SIDE					
	95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	48 - Vehicle Owner Last Name PINGEL		46 - First Name JAMES		46 - Middle Initial A	46 - Suffix Date Of Birth 09/23/1970
	46 - Company Name					
	47 - Address Street & Number 2933 WHISPERING WINDS DR				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53091		49 - Telephone Number (920) 889-0209 EXT.

Insurance

91 - Drugs Reported
124 - Highway Factors SNOW, ICE, OR WET

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type SNOW-PLOW			22 - Total Occupants 1
	56 - License Plate Number 89396	57 - Plate Type MJN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FVWNG3DV6FHGF0176
	50 - Year 2016	51 - Make FRHT	52 - Model	53 - Body Style CB	54 - Color
	100 - Skidmarks to Impact (ft)				
	94 - Vehicle Damage NONE				
	95 - Extent Of Damage NONE	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY				
	47 - Address Street & Number 828 CENTER AVE #205		47 - PO Box		
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (820) 459-0224 EXT.	

Insurance

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

School Bus

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

Operator/Pedestrian

Unit Status L - LEGALLY PARKED	61 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel EAST	24 - Speed Limit 26
36 - 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	26 - First Name	25 - Middle Initial	25 - Suffix
32 - Date Of Birth	33 - Sex		

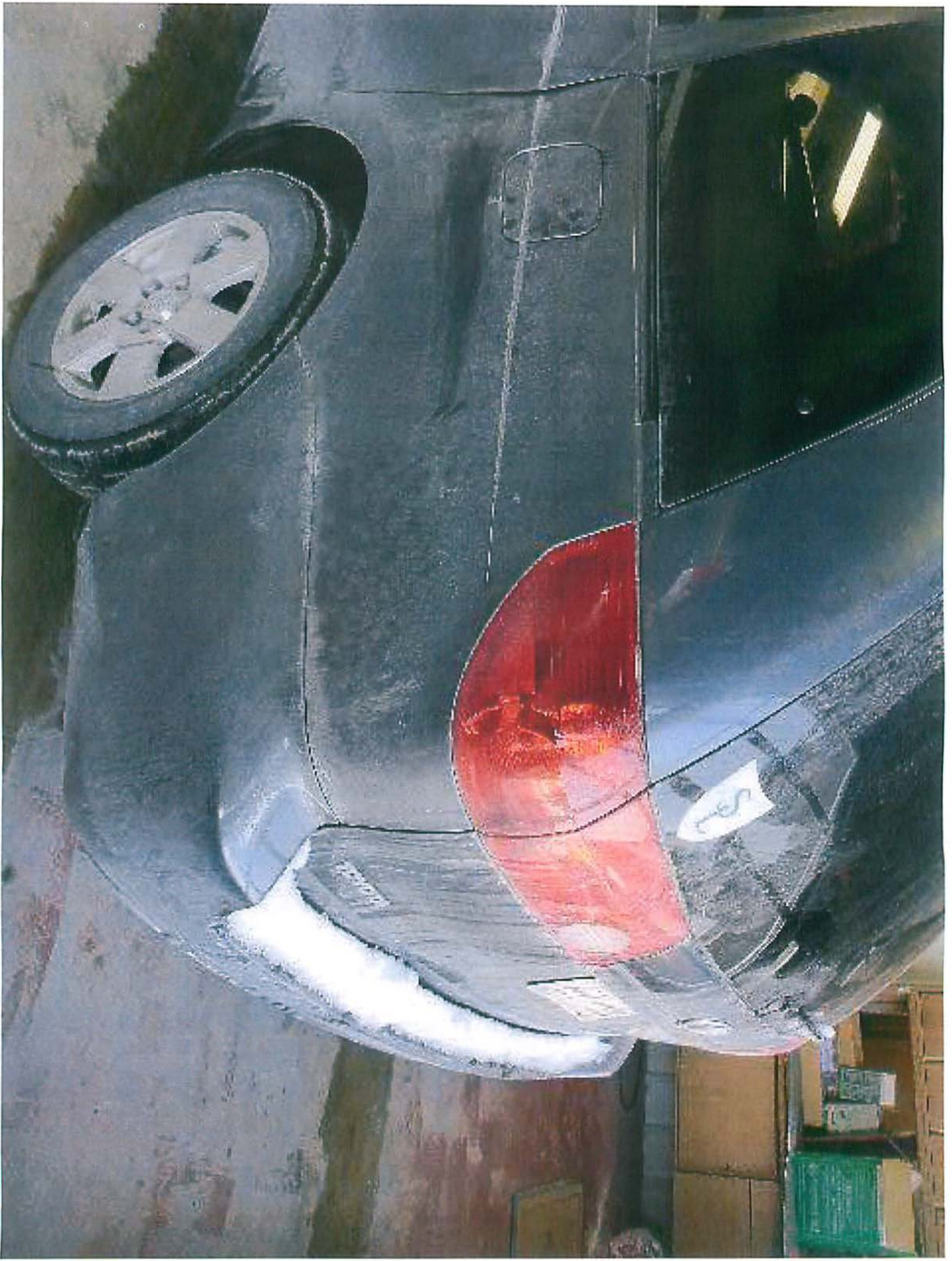
POLICE # C15-01755
 ACCIDENT #

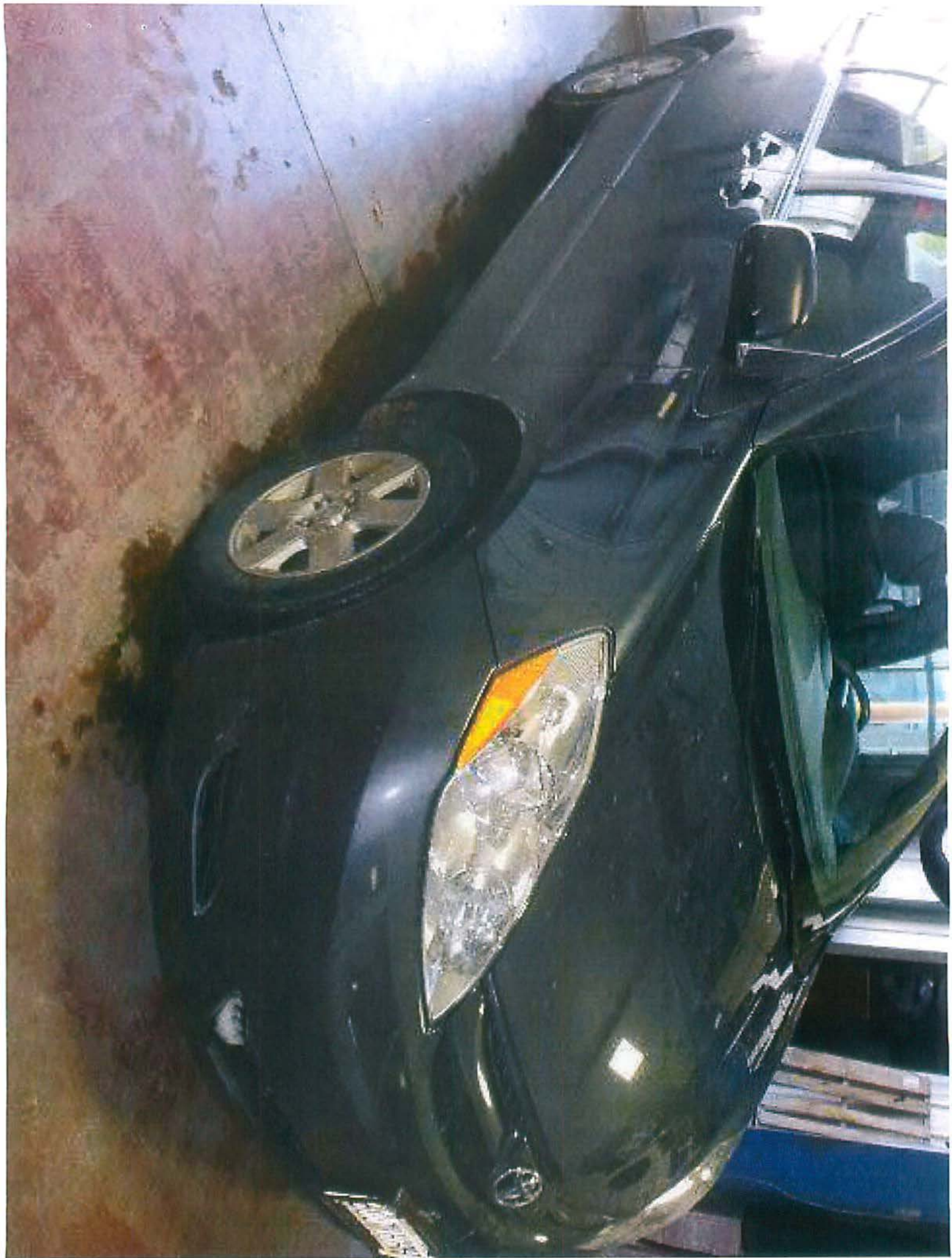
<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number PORF0FP		Document Override Number	
Agency Accident Number				Police Number C15-01755					
4 - Accident Date 02/01/2015		5 - Time of Accident (Military Time) 1854		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 89		3 - Municipality SHEBOYGAN - 81, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name TIVOLI LN			14 - Bus/Fmt/Rmp		15 - Est. Dist 25		15 - Hwy. Dir F
15 - Hwy. Dir EAST		16 - From/At Street Name LAVALLE DR			16 - Business/Frontage/Ramp				
17 - Structure Type HOUSE #		17 - Structure Number 2031		12 - Latitude			13 - Longitude		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE, OPPOSITE DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type UNKNOWN - 9			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED (2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-NOT-LIGHTED			116 - Road Surface Condition SNOW/SLUSH			118 - Weather SNOW			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

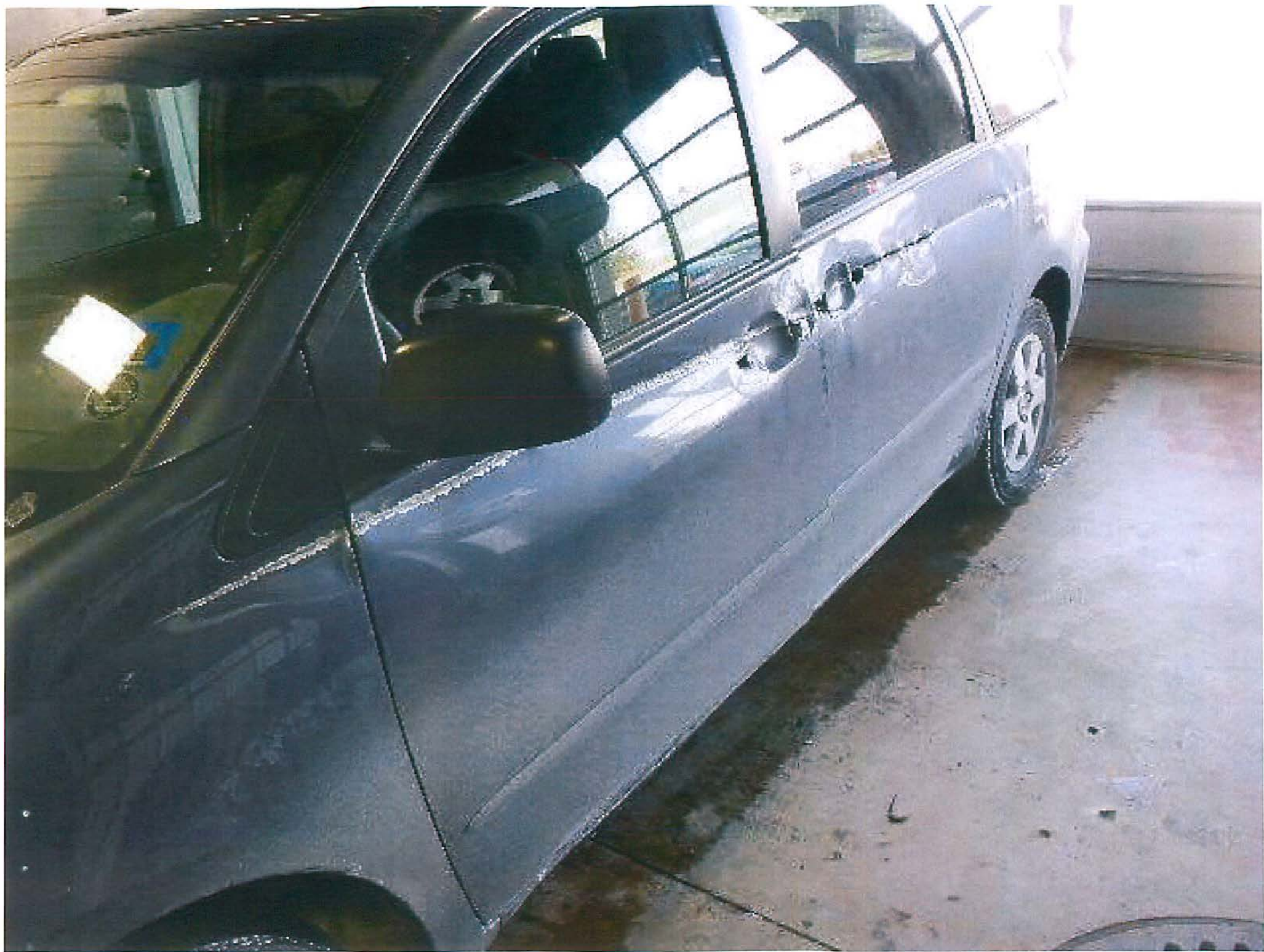
Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE			23 - Dir Of Travel WEST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements			33 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number B6324727108502		30 - State WI	31 - Expiration Year 2022		34 - On Duty Accident WINTER-HWY-MAINTENANCE			
25 - Operator/Pedestrian Last Name BRIDGES			25 - First Name JOHN		25 - Middle Initial L		25 - Suffix	
32 - Date Of Birth 03/05/1971		33 - Sex MALE						
26 - Address Street & Number 2221 COOPER AVE						26 - PO Box		
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 530838716		28 - Telephone Number (920) 489-0224 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE (MC/BIKE DRIVER, TRAIN CONDUCTOR)				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		82 - Pedestrian Location		82 - Pedestrian Action				
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control NO-CONTROL			82 - No. of Citations Issued 0		
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.				
122 - Driver Factors NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence UNKNOWN					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01







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"

*** SUPPLEMENT 2 ***

S2 02/09/2015 05:28 PM
03/30/2015 09:51 AM

Owner

Owner: JAMES PINGEL
Address: 2933 WHISPERING WINDS DR
City State Zip: SHEBOYGAN, WI 53081-9002
Email: james.pingel@cuw.edu
Call: (920)889-0209
Home/Evening: (920)889-0209
FAX:

Control Information

Claim #: 49-5S54-13801
Loss Date/Time: 02/02/2015 06:00 AM
Deductible: \$500.00
Ins. Company: State Farm
Insured: JAMES PINGEL
Address:
Claim Rep: Team R3 ACC CP Team 33
Address:
Insured Policy #:
Loss Type: Collision
Call: (920)889-0209
Home/Evening: (920)889-0209
Work/Day: (866)207-6046

Inspection

Inspection Date: 02/09/2015 05:25 PM
Inspection Location: RESIDENCE - MICHELLE PINGEL
Address: 2933 WHISPERING WINDS DR
City State Zip: SHEBOYGAN, WI 53081-9002
Primary Impact: Left Side
Driveable: Yes
Inspection Type: Select Service
Contact:
Home/Day: (920)889-0230
Secondary Impact:
Rental Assisted:
Assigned Date/Time:
First Contact Date/Time:
Appraiser Name: PHIL BLACK
Orig Appraiser Name: PHIL BLACK
Received Date/Time: 02/06/2015 11:29 AM
Appointment Date/Time: 02/09/2015 06:00 AM
Appraiser License # :
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
Repair Start Date/Time: 03/23/2015 05:26 PM
Repair Complete Date/Time: 04/03/2015 05:32 PM
Target Complete Date/Time: 04/07/2015 05:26 PM
Vehicle Drop Off Date/Time: 03/23/2015 05:26 PM
Vehicle Pick Up Date/Time: 04/03/2015 05:32 PM
Days To Repair: 12

Remarks

*** Final Bill ***
 *** SIGNATURE SECURED - FINAL BILL ***

Vehicle

2010 Toyota Sienna LE 4 DR Passenger Van
 6cyl Gasoline 3.5
 5 Speed Automatic

Lic.Plate: 600-HHH
Lic Expire:
Prod Date: 10/2009
Veh Insp# :
Condition:
Ext. Color: SLATE
Ext. Refinish: Two-Stage
Ext. Paint Code: 1F9

Lic State: WI
VIN: 5TDKK4CC6AS328649
Mileage: 77,926
Mileage Type: Actual
Code: Y6133B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

7 Passenger Seating	AM/FM In-dash CD Changer	Alarm System
Anti-Lock Brakes	Auto Headlamp Control	Bodyside Moldings
Bucket Seats	Center Console	Color-Keyed Grille
Cruise Control	Dual Air Conditioning	Dual Airbags
Halogen Headlights	Head Airbags	Heated Power Mirrors
Heated W/S Wiper Washers	Illuminated Visor Mirror	Intermittent Wipers
JBL Sound System	Keyless Entry System	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Rear Heater	Rear Step Bumper	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Side Airbags	Sliding Driver Side Door	Stability Cntrl Suspensn
Steel Wheels	Strg Wheel Radio Control	Tachometer
Telescopic Steering Whl	Theft Deterrent System	Third Seat (trucks)
Tilt Steering Wheel	Tinted Glass	Traction Control System
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	256		Mldg,Front Door Lower LT	R & I Assembly			0.3	SM
2	RI	303		Mldg,Rear Door Lower LT	R & I Assembly			0.3	SM
Front Bumper									
3	N	6		Front Bumper Cover R&I	ADDITIONAL OPERATION			0.8	SM
Front End Panel And Lamps									
4	RI	41		Headlamp Assy,Halogen LT	R & I Assembly			INC	SM
Front Body And Windshield									
5	BR	83	13	Panel,Hood High Strength Steel	Blend Refinish			2.3	RF
					1.1 Blend				
					0.6 Two-stage setup				
					0.6 Two-stage				

6	E	103	46	Fender,Front LT High Strength Steel	53812AE020	\$286.54			1.6	SM
7	L	103		Fender,Front LT	Refinish 1.9 Surface 0.5 Edge 0.5 Two-stage				2.9	RF
Front Doors										
8	RI	1408		Speaker,Front Door LT	R & I Assembly				0.2	SM
9	I	207		Door Shell,Front LT High Strength Steel	Repair				1.5*	SM
10	L	207		Door Shell,Front LT	Refinish 2.1 Surface 0.4 Two-stage				2.5	RF
11	E	209		Pnl,Front Door Outer LT High Strength Steel	67112AE010	\$340.28			6.4	SM
12	L	209		Pnl,Front Door Outer LT	Refinish 0.5 Edge 0.1 Two-stage				0.6	RF
13	RI	345		W/Strip,Belt Outer LT	R & I Assembly				INC	SM
14	RI	228		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
15	RI	1479		Mldg,Front Door Scalp L/R	R & I Assembly				0.2	SM
16	E	525		Tape,Front Door LT	75956AE010	\$21.15			0.3	SM
17	EU	262		Mirror,Outer R/C LT >> >>Jants 4<<	RECYCLED PART	\$75.00*	+25.00	S2	INC	SM
18	RI	262		Mirror,Outer R/C LT	R & I Assembly				INC	SM
19	RI	220		Bezel,Mirror LT	R & I Assembly				INC	SM
20	RI	214		Glass,Front Door T LT	R & I Assembly				INC	SM
21	E	230		Gde,Front Door Glass L/R	67404AE010	INC*		S2	0.2	SM
22	RI	505		Channel,Front Glass Ru LT	R & I Assembly				INC	SM
23	RI	226		Rod,Front Door Check LT	R & I Assembly				0.2	SM
24	EU	244		Lock,Front Door LT >> >>NORBS<<	RECYCLED PART	\$40.00*	+25.00	S2	0.3	SM
25	RI	244		Lock,Front Door LT	R & I Assembly			S2	INC	SM
26	E	258		Cyl,Front Door Lock LT	6905202080	\$65.04			INC	SM
27	E	240	01	Handle,Front Door Otr LT	69211AE020A0	\$38.76			0.1	SM
28	E	363	01	Cover,Frt Door Handle LT	69217AE020A0	\$6.98			INC	SM
29	E	1152		Supt,Frt Door Handle LT	69202AE010	\$99.39		S2	INC	SM
Rear Doors										
30	EU	287		Door Assembly,Rear LT >> >>Rhine Auto<< Door Frame Damaged & Was More Cost Effective to Replace >> With Used	RECYCLED PART	\$450.00*	+25.00	S2	1.9	SM
31	L	287		Door Shell,Rear LT	Refinish 2.5 Surface 1.2 Edge 0.7 Two-stage			S1	4.4	RF
32	RI	602		W/Strip,Belt Outer LT	R & I Assembly			S1	0.2	SM
33	RI	1530		Mldg,Rear Door Scalp L/F	R & I Assembly				INC	SM
34	RI	1528		Mldg,Rear Door Scalp L/R	R & I Assembly				INC	SM
35	E	1277	01	Cover,RR Door Handle LT	6922708030A0	\$15.77			INC	SM
36	RI	297		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
37	RI	307		Glass,Rear Door T LT	R & I Assembly			S1	1.2	SM
38	RI	482		Channel,Rear Glass Run LT	R & I Assembly			S1	0.2	SM
39	RI	1225		Switch,Sliding Door LT	R & I Assembly			S1	0.2	SM
40	RI	315		Hinge,Rear Door Upper LT	R & I Assembly			S1	INC	SM
41	RI	391		Roller,Sliding Door Up LT	R & I Assembly			S1	0.2	SM
42	RI	313		Lock,Rear Door LT	R & I Assembly				0.3	SM
43	RI	1281		Lock,Sliding Door LT	R & I Assembly			S2	0.2	SM
44	RI	1333		Lock,Sliding Door LT	R & I Assembly				0.2	SM
45	RI	272		Actuator,Sliding Door LT	R & I Assembly			S2	0.4	SM
46	RI	1244		Striker,Slidg Door Lock LT	R & I Assembly				0.2	SM
47	E	309	01	Handle,RR Door Outer LT	6921308010A0	\$38.76			INC	SM

48	RI	1289	Supt,RR Door Handle LT	R & I Assembly		S1	INC	SM
49	RI	443	Roller,Sliding Door Lw LT	R & I Assembly		S1	0.2	SM

Quarter And Rocker Panel

50	I	389	Panel,Bodyside Outer LT	Repair			14.0*	SM
51	L	389	Panel,Bodyside Outer LT	Refinish			3.0	RF
				3.0 Surface				
				INC Two-stage				
52	E	473	Door,Fuel Filler LT	77350AE010	\$95.25		0.3	SM
53	L	473	Door,Fuel Filler LT	Refinish			0.3	RF
				0.3 Surface				
				INC Two-stage				
54	RI	321	Mldg,Bodyside Garnish LT	R & I Assembly			0.3	SM
55	RI	270	Qtr Glass R & I LT	R & I Assembly		S2	1.6	SM
56	RI	196	W/Strip,Bodyside Glass RT	R & I Assembly			2.4	SM
57	RI	325	Track,Sliding Door LT	R & I Assembly			0.2	SM

Rear Bumper

58	N	766	Rear Bumper Cover R&I	ADDITIONAL OPERATION			1.0	SM
----	---	-----	-----------------------	----------------------	--	--	-----	----

Rear Body Lamps And Floor Pan

59	RI	562	Lens,Taillamp Outer LT	R & I Assembly			0.4	SM
----	----	-----	------------------------	----------------	--	--	-----	----

Manual Entries

60	TE		LF Door Bonding Kit	Partial Replace Price	\$45.00*			SM*
61	SB		Recode Key	Sublet Repair	\$50.00*	S2		SM*
			>> >>S& J Lock Smith<<					
62	N		Mldg. LF Door	ADDITIONAL OPERATION	\$5.00*		0.3*	SM*
			>> >>Clean & Retape<<					
63	ET		Lt Door Clean & Tape Mldg	Partial Replace Labor	\$5.00*		0.3*	SM*
64	E		F/DR. FRONT GASKET	New Part	\$1.03*	S2		SM*
65	E		F/DR. REAR GASKET	New Part	\$1.06*	S2		SM*
66	RI		SLIDING DOOR WIREING	R & I Assembly		S2	1.5*	SM*
			>> >>CHANGE SLIDING DOOR WIRE HARNESS. (USEED DIFFERENT THEN ORIGINAL<<					
67	E		Hood Insulator Retainer 2	New Part	\$1.20*	S2		SM*
68	E		Fender Liner Fasteners	New Part	\$6.00*	S2		SM*
68	Items							

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$1,062.21	
Other Parts	\$575.00	
Paint & Materials	\$576.00	
Line Item Markup	\$141.25	
Parts & Material Total		\$2,354.46
Tax on Parts & Material	@ 5.000%	\$117.72

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	22.5	17.6	40.1	\$2,245.60
Mech/Elec (ME)	\$56.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$56.00	16.0		16.0	\$896.00
Paint & Materials	\$36.00				

Labor Total		56.1 Hours		\$3,141.60
Tax on Labor	@ 5.000%		\$157.08	
Sublet Repairs			\$50.00	
Tax on Sublet	@ 5.000%		\$2.50	
Gross Total				\$5,823.36
Less: Deductible				\$500.00-
Net Total				\$5,323.36
Actual Supplement Total	\$112.37			
Less: Previous Net Total				\$5,210.99-
Net Supplement Total (Final Bill)				\$112.37

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> .

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you! Not available in New Mexico.

Alternate Parts Y/00/00/00/00/00 CUM 01/00/00/01/01 Zip Code: 53081 Geo 53081

Audatex Estimating 7.0.417 S2 04/07/2015 05:34 PM REL 7.0.417 DT 01/01/2015 DB 04/01/2015
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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA. ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

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

Op Codes

* = User-Entered Value	E = New Part	NG = Replace NAGS
EC = ** NON-OEM PART	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = ** NON-OEM PART	EU = RECYCLED PART
TE = Partial Replace Price	PM = REMAN/REBUILT PART	UM = REMAN/REBUILT PART
L = Refinish	PC = RECOND PART	UC = RECOND PART
TT = Two-Tone	SB = Sublet Repair	N = ADDITIONAL OPERATION
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
RP = RP-RELATED PRIOR		



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***** SUPPLEMENT RECONCILIATION *****

Supplement S2

Claim # : 49-5S54-13801	Insured Policy # :
File # :	Claim Rep: Team R3 ACC CP Team 33
Insured: JAMES PINGEL	Inspection Date/Time: 02/09/2015 05:25 PM
Owner Name: JAMES PINGEL	
Appraiser Name: PHIL BLACK	
Vehicle: 2010 Toyota Sienna LE 4 DR Passenger Van	

Deleted Lines									
Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
1	270	Glass,Bodyside Rear T LT	Sublet Repair		\$106.25*				SM
2	1246	Tape,Rear Door LT	New Part	S1	\$37.96			0.4	SM

Added Lines									
Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
3	230	Gde,Front Door Glass L/R	New Part	S2	INC*			0.2	SM
4	244	Lock,Front Door LT	RECYCLED PART	S2	\$40.00*	+25.00		0.3	SM
5	270	Qtr Glass R & I LT	R & I Assembly	S2				1.6	SM
6	272	Actuator,Sliding Door LT	R & I Assembly	S2				0.4	SM
7	1152	Supt,Frt Door Handle LT	New Part	S2	\$99.39			INC	SM
8		F/DR. FRONT GASKET	New Part	S2	\$1.03*				SM*
9		F/DR. REAR GASKET	New Part	S2	\$1.06*				SM*
10		SLIDING DOOR WIREING	R & I Assembly	S2				1.5*	SM*
11		Hood Insulator Retainer 2	New Part	S2	\$1.20*				SM*
12		Fender Liner Fasteners	New Part	S2	\$6.00*				SM*

Changed Lines									
Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
13	244	Lock,Front Door LT	R & I Assembly	S2				INC	SM
		Lock,Front Door LT						0.3	SM
14	262	Mirror,Outer R/C LT	RECYCLED PART	S2	\$75.00*	+25.00		INC	SM
		Mirror,Outer R/C LT			\$100.00*	+25.00		INC	SM
15	287	Door Assembly,Rear LT	RECYCLED PART	S2	\$450.00*	+25.00		1.9	SM
		Door Assembly,Rear LT		S1	\$450.00*	+25.00		2.6	SM
16	1281	Lock,Sliding Door LT	R & I Assembly	S2				0.2	SM
		Lock,Sliding Door LT						0.5	SM
17		Recode Key	Sublet Repair	S2	\$50.00*				SM*
		Recode Key			\$55.00*				SM*

Calculation Changes				
	From		To	Difference
Gross Parts		\$991.49		\$1,062.21
Other Parts		\$560.00		\$575.00
Line Item Markup		\$137.50		\$141.25
Tax on Parts & Material	5.000%	\$113.25	5.000%	\$117.72
SM - Sheet Metal	\$56.00	\$2,116.80	\$56.00	\$2,245.60
Tax On Labor	5.000%	\$150.64	5.000%	\$157.08
Sublet Repairs		\$161.25		\$50.00
Tax On Sublet	5.000%	\$8.06	5.000%	\$2.50
Actual Supplement 2 Net Total				\$112.37+

Summary				
	Net Total	Date	Time	Appraiser
Supplement 1	\$5,210.99	03/25/2015	01:25 PM	
Supplement 2	\$5,323.36	03/30/2015	09:51 AM	PHIL BLACK



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II

3.4

R. O. No. 38 - 15 - 16. By CITY CLERK. June 1, 2015.

Submitting a claim from Nathaniel Adamson for alleged damages to his vehicle when a riding mower kicked something out of the back of the mower and shattered his back window.

Susan Richards

City Clerk

Finance

DATE RECEIVED 5-21-15

RECEIVED BY ckl

CLAIM NO. 03-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.
- 4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: Nathaniel Adamson
- 2. Home address of Claimant: 1226 Michigan Ave.
- 3. Home phone number: 920-254-5532
- 4. Business address and phone number of Claimant: _____
- 5. When did damage or injury occur? (date, time of day) 5-14-2015
- 6. Where did damage or injury occur? (give full description) In the wild wood parking lot
- 7. How did damage or injury occur? (give full description) Sitting in the van when the riding lawn mower was mowing behind the van, something was kicked out at the back window and shattered it.
- 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").

it shattered the back window of my van

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

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

Auto: \$ 284.17

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL 284.17

Damaged vehicle (if applicable)

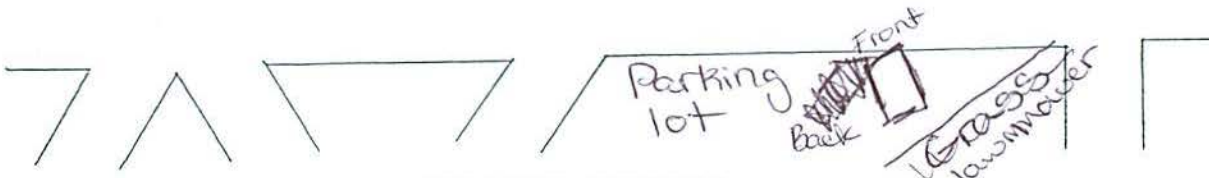
Make: Ford Model: windstar Year: 2000 Mileage: 184,000

Names and addresses of witnesses, doctors and hospitals: Carrissa Gregory
1226 Michigan Ave, Maddie Skidan 2329 S. 14th St.
Both from Shelbygan

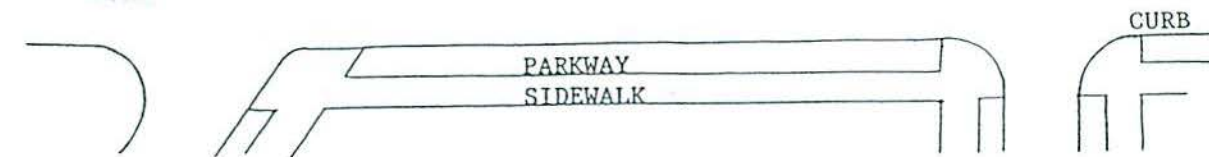
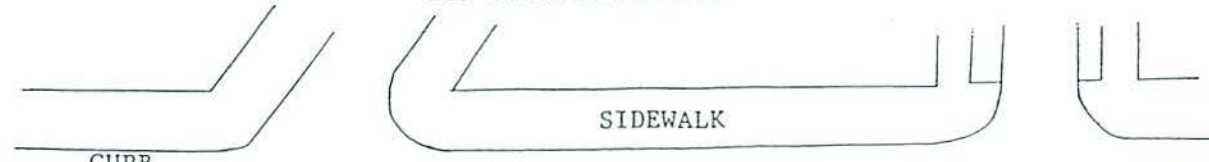
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

[Handwritten Signature]

Date:

5-20-15

DATE RECEIVED

5/21/15

RECEIVED BY

ckl

CLAIM NO.

053 03-15

CLAIM

Claimant's Name:	<u>Nathaniel Adamson</u>	Auto	\$ <u>284.17</u>
Claimant's Address:	<u>1226 Michigan Ave</u>	Property	\$ _____
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920 254-5532</u>	Other (Specify below)	\$ _____
		TOTAL	<u>284.17</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 284.17.

SIGNED:

Nat Adamson

DATE:

5-20-15

ADDRESS:

1226 Michigan Ave.

Sheboygan WI, 53081

SAFE AUTO GLASS INC

5042 S 27 th Street
 MILWAUKEE, WI 53221
 (414) 453-0900 / Fax (888) 861-1289

Fed. ID# 461589868

Inv. #	SAG0006504	Date	05/13/2015
Cust. #	9202545532	Billcode	CASH
P.O. #		Sold By	
Fed. Tax #		Inst'l By	

NATE

1226 Michigan Avenue
 Sheboygan, WI 53081

() - Cell (920) 254-2626

Year	2000	Make	FORD	Policy #	
Model	WINDSTAR	Body Style	MINI VAN	Author-ized By	
Lic. #		V.I.N.		Claim #	
Home Phone	() -	Bus. Phone	() -	Damage/ Cause	
				Loss Date	05/13/2015

Qty.	Part	Description	Block Size	List	Price	Total
1	DB09555YPNN	Back Window (ht)(1hl)(slr contr)	26.5 x 58	234.80	126.00	126.00
1	LABOR	Labor 2.20 hours		129.99	129.99	
1	HAH000004	2.0 Urethane, Dam, Primer		20.00	20.00	20.00

call this number please 920-254-5532

SAFE AUTO GLASS
 5042 S 27TH ST
 MILWAUKEE WI 53221
 414-453-0900

Terminal ID: 0113697 1945
 5/13/15 5:14 PM

UTSA
 ACCT #: *****5976 H
 CREDIT SALE
 UID: 513342917144 REF #: 2752
 BATCH #: 427 AUTH #: 071407

AMOUNT 5284.17

APPROVED

THANK YOU FOR YOUR BUSINESS

PLEASE COPY

SPECIAL INSTRUCTIONS

Installation Warranty: We warranty our installation of windshields or back glass as long as you own or lease this vehicle. What this means to you, is that the new windshield & back glass will be properly installed & sealed by an experienced technician. It will not leak unless it is broken or the vehicle has rust around it. This warranty is limited to repair or replacement authorized by Safe Auto Glass Inc. Note any rust in the pinchweld area may void the leakage guarantee. Any rust repairs needed are the sole responsibility of the customer. This warranty only covers the replacement mentioned above, and does not cover any incidental, indirect, or consequential damages. Special Note: No Refunds on Special Orders!

Also, We have included our Unlimited Chip Repair as long as you own the vehicle on any windshield replacement!

Labor	129.99
Subtotal	275.99
Tax	8.18
Total	284.17
Payment	-284.17
Balance	0.00

RECEIVED BY

5/13/15 4:23pm by ADMIN Updated 5/13/15 6:19pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay SAFE AUTO GLASS INC directly for the glass and installation charges, or repairs.

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SAFE AUTO GLASS INC

5042 S 27 th Street
 MILWAUKEE, WI 53221
 (414) 453-0900 / Fax (888) 861-1289

Fed. ID# 461589868

2

MKE mobile

Inv. #	SAG0006504	Date	05/13/2015
Cust. #	9202545532	Billcode	CASH
P.O. #		Sold By	
Fed. Tax #		Inst'l By	

Thur May 14, 2015

NATE

1226 Michigan Avenue
 Sheboygan, WI 53081

() - Cell (920) 254-2626

Year	2000	Make	FORD	Policy #	
Model	WINDSTAR	Body Style	MINI VAN	Author-ized By	
Lic. #		V.I.N.		Claim #	
Home Phone	() -	Bus. Phone	() -	Damage/ Cause	
				Loss Date	05/13/2015

Qty.	Part	Description	Block Size	List	Price	Total
1	DB09555YPNN	Back Window (ht)(1hl)(slr contr)	26.5 x 58	234.80	126.00	126.00
1	LABOR	Labor 2.20 hours		129.99	129.99	
1	HAH000004	2.0 Urethane, Dam, Primer		20.00	20.00	20.00

call this number please 920-254-5532

Note Vehicle is parked in the Alley!

SPECIAL INSTRUCTIONS

Installation Warranty: We warranty our installation of windshields or back glass as long as you own or lease this vehicle. What this means to you, is that the new windshield & back glass will be properly installed & sealed by an experienced technician. It will not leak unless it is broken or the vehicle has rust around it. This warranty is limited to repair or replacement authorized by Safe Auto Glass Inc. Note any rust in the pinchweld area may void the leakage guarantee. Any rust repairs needed are the sole responsibility of the customer. This warranty only covers the replacement mentioned above, and does not cover any incidental, indirect, or consequential damages. Special Note: No Refunds on Special Orders!
 Also, We have included our Unlimited Chip Repair as long as you own the vehicle on any windshield replacement!

Labor	129.99
Subtotal	275.99
Tax	8.18
Total	284.17
Payment	-284.17
Balance	0.00

RECEIVED BY

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay SAFE AUTO GLASS INC directly for the glass and installation charges, or repairs.

5/13/15 4:23pm by ADMIN Updated 5/13/15 6:19pm by ADMIN

III

3.3

R. O. No. 50 - 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a claim from Judy Baldock for alleged damages to her vehicle when an ambulance gurney rolled into her car at Memorial Hospital.

City Clerk

Finance

DATE RECEIVED 5-29-15

RECEIVED BY UD

CLAIM NO. 05-15

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: Judy Baldock
- 2. Home address of Claimant: 1210 Riverview Drive Plymouth, WI 53073
- 3. Home phone number: 920-893-8866
- 4. Business address and phone number of Claimant: Sargento Foods - direct phone # 920-892-5306
- 5. When did damage or injury occur? (date, time of day) 5-21-15 Approx. 5:00pm
- 6. Where did damage or injury occur? (give full description) Sheboygan Memorial Hospital Parking Lot
- 7. How did damage or injury occur? (give full description) Ambulance gurney was not locked in place and took off across the parking lot and hit my car and caused a dent above left front wheel well
- 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: SFD Paramedic Michael Lubbert
 - (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").

dent to left front area above wheel well

"NO INJURIES"

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

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

Auto: \$ 743.88

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 2.75 fee to get police report

TOTAL \$ 746.63

Damaged vehicle (if applicable)

Make: Subaru Model: Forester Year: 2012 Mileage: 30,968

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

Judy A. Baldock

DATE 5/29/15

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

DATE RECEIVED 529-15

RECEIVED BY MD

CLAIM NO. 05-15

CLAIM

Claimant's Name: Judy Baldock

Auto \$ 743.88

Claimant's Address: 1210 Riverview Drive

Property \$ _____

Plymouth, WI 53073

Personal Injury \$ _____

Claimant's Phone No. 920-980-6690 (cell)

Other (Specify below) \$ 2.75 ^{Police} ~~Report~~ ^{Fee}

893-8866 (home)

892-5308 (work)

TOTAL \$ 746.63

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 \$ 746.63.

SIGNED Judy A. Baldock DATE: 5/29/15

ADDRESS: 1210 Riverview Drive
Plymouth, WI 53073

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



SHEBOYGAN POLICE DEPARTMENT

Incident C15-08641

Nature: DEPT INFO

Address: 2629 N 7TH ST; MEMORIAL
MEDICAL CENTER
SHEBOYGAN WI 53081

Location: N16

Offense Codes: 9824

Received By: PARKER, HOLLY
Responding Officers: SAEGER, TRISHA
Responsible Officer: SAEGER, TRISHA
When Reported: 17:27:38 05/21/15

How Received: T

Agency: SPD

Disposition: SIT 05/21/15

Occurred Between: 17:27:38 05/21/15 and 17:27:38 05/21/15

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 2330

Last: SHEBOYGAN
MEMORIAL
MEDICAL CEN

First:

Mid:

DOB: **/**/**

Dr Lic:

Address: 2629 N 7TH ST

Race:

Sex:

Phone: (920)451-5000

City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9330 DAMAGE/PRIVATE
PROPERTY

Observed: 9824 DEPARTMENT
INFORMATION

Additional Offense: 9824 DEPARTMENT
INFORMATION

Circumstances

LT18 PARKING LOT OR GARAGE

Responding Officers:

SAEGER, TRISHA

Unit :

287

Sheboygan Police
Department Record

DO NOT DISCLOSE

Responsible Officer: SAEGER, TRISHA

Agency: SPD

Received By: PARKER, HOLLY

Last Radio Log: 17:54:03 05/21/15 CMPLT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 17:27:38 05/21/15

Disposition: SIT Date: 05/21/15

Judicial Status:

Occurred between: 17:27:38 05/21/15

Misc Entry:

and: 17:27:38 05/21/15

Modus Operandi:**Description :****Method :**

Involvements**Date Type Description****Narrative**

Sheboygan City Police Department
Investigation Narrative

Squad 33 No Video
Photographs taken

On 05-21-2015, at 5:27 PM, I, Officer Saeger, was dispatched to Memorial Hospital, 2629 N 7th St, for a damage to property complaint. Sheboygan Fire Department's MED 2 ambulance, Plate [REDACTED], was parked in front of the Hospital's main entrance, facing northbound. SFD Paramedic, Michael Lubbert, had parked the ambulance gurney, at the rear of the ambulance, as he was cleaning out the ambulance.

Paramedic Lubbert didn't realize he had not locked the gurney in place. The gurney was moved by the wind, and directed westbound through the parking lot. The gurney struck two vehicles, which were legally parked, in the west part of the lot, facing westbound; directly in front of the main Hospital doors. Both vehicles were unoccupied.

The first vehicle struck is a 2012 Subaru Forester, blue in color, Plate 244-AKZ. The gurney struck the bumper of this vehicle, and bounced off, striking another parked vehicle, which was directly to the south of the Subaru; a 2001 PT Cruiser, grey in color, Plate [REDACTED]. The gurney struck the rear passenger corner of the PT Cruiser, causing a small dent, and breaking the tail light.

The gurney then continued to roll between the Subaru, and the PT Cruiser, and came to rest, after striking the front driver side panel of the Subaru, directly above the front tire. This resulted in a small dent. There was no apparent damage to the Subaru's bumper, where the first impact occurred.

Contact was made with both vehicle owners:

Kathleen J Hendrikse, [REDACTED]
(PT Cruiser)

Judy A Baldock, 11-08-1953, 1210 Riverview Dr, Plymouth, 980-6690
(Subaru Forester)

Vehicle insurance for the PT Cruiser is State Farm. Vehicle insurance for the Subaru Forester is Acuity.

I did take photographs of the vehicle positions, and the damage sustained.

Photographs are filed with this incident.

287/Saeger

.2012 SUBARU FORESTER XT PREMIUM 4DOOR WAGON
CD LOG NO 6406-1

SB	Harzardous Waste Remov	SUBLET REPAIR	5.00*	1*
N	R&I Lf Wheel	ADDNL LABOR OPERA		0.3*2*

10 ITEMS

MC MESSAGE(S)
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS	15.00
PAINT MATERIAL	171.00
PARTS & MATERIAL TOTAL	186.00
TAX ON PARTS @	5.000% 0.75

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	58.00	0.7	3.5	243.60
2-MECH/ELEC	70.00		0.3	21.00
3-FRAME	70.00			
4-REFINISH	58.00	4.5		261.00
5-PAINT MATERIAL	38.00			
LABOR TOTAL				525.60
TAX ON LABOR		@	5.000%	26.28
SUBLET REPAIRS				5.00
TAX ON SUBLET		@	5.000%	0.25
TOWING				
STORAGE				

GROSS TOTAL 743.88

NET TOTAL 743.88

SHOPLINK U7561 ES CD LOG 6406-1 DATE 05/26/15 02:47:51PM R6.37 CD 04/15
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.0 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

MIKE BURKART FORD
3110 COUNTY RD PP PO BOX 318
PLYMOUTH, WI 53073
920-893-6961 OR 920-458-9611 FAX: 920-892-6761
QUALITY COLLISION REPAIRS AND MORE

*** PRELIMINARY ESTIMATE ***

05/29/2015 09:57 AM

Owner

Owner: RON BALDOCK
Address: 1210 RIVERVIEW DR
City State Zip: Plymouth, WI 53073

Home/Day: (920)893-8866
FAX:

Control Information

Company Contact: CITY OF SHEBOYGAN

Inspection

Inspection Date: 05/29/2015 09:56 AM
Primary Impact: Left Front Side

Inspection Type:
Secondary Impact:

Repairer

Repairer: MIKE BURKART FORD
Address: 3110 COUNTY RD PP
City State Zip: Plymouth, WI 53073
Email: markl@burkartford.com

Contact:
Work/Day: (920)893-6961
Work/Day: (920)458-9611
FAX: (920)892-6761

Vehicle

2012 Subaru Forester XT Premium 4 DR Wagon
4cyl Gasoline Turbo 2.5
4 Speed Automatic

Lic.Plate: 244-AKX
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: MARINE BLUE PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: F9H

Lic State: WI
VIN: JF2SHBDC5CH460456
Mileage: 30,968
Mileage Type: Actual
Code: F1925E
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags
Alarm System
Armrest(s)
Center Console
Dual Airbags
Head Airbags
Lighted Entry System
Panorama Sunroof

AM/FM CD Player
Aluminum/Alloy Wheels
Auxiliary Audio Input
Cruise Control
Floor Mats
Intermittent Wipers
MP3 Decoder
Power Brakes

Air Conditioning
Anti-Lock Brakes
Bucket Seats
Daytime Running Lights
Halogen Headlights
Keyless Entry System
Overhead Console
Power Door Locks

Power Drivers Seat	Power Mirrors	Power Quarter Windows
Power Steering	Power Windows	Privacy Glass
Pwr Driver Lumbar Supp	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Side Airbags
Split Folding Rear Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Tilt & Telescopic Steer	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	138		Mldg,Rocker Panel LT	R & I Assembly			0.4	SM
Front Bumper									
2	N	6		Front Bumper Cover R&I	Additional Labor			1.0	SM
Front End Panel And Lamps									
3	RI	41		Headlamp Assy,Halogen LT	R & I Assembly			0.3	SM
Front Body And Windshield									
4	I	104		Fender,Front RT	Repair			3.5*	SM
5	L	104	13	Fender,Front RT	Refinish			3.7	RF
					2.2 Surface				
					0.6 Two-stage setup				
					0.4 Two-stage				
					0.5 Feather, Prime & Block				
Front Body Interior Sheetmetal									
6	RI	113		Skirt,Inner Fender LT	R & I Assembly			0.4	SM
Manual Entries									
7	EC	M14		Corrosion Protection	Replace Economy	\$6.00*		0.1*	SM
8	EC	M17		Cover Car Exterior	Replace Economy	\$6.00*		0.1*	SM
9	I	M60		Hazardous Waste Removal	Sublet Repair	\$6.00*			SM
10	N			DENIB AND BUFF	Additional Labor	\$5.00*		0.5*	SM*
				10 Items					

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

Estimate Total & Entries

Other Parts					\$17.00
Paint & Materials		3.2 Hours @	\$38.00		\$121.60
Parts & Material Total					\$138.60
Tax on Parts & Material			@ 5.000%		\$6.93
Labor	Rate	Replace	Repair	Hrs	Total Hrs
Sheet Metal (SM)	\$58.00	1.3	5.0	6.3	\$365.40
Mech/Elec (ME)	\$88.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	3.7		3.7	\$214.60

Labor Total		10.0 Hours		\$580.00
Tax on Labor	@ 5.000%		\$29.00	
Sublet Repairs			\$6.00	
Tax on Sublet	@ 5.000%		\$0.30	
Gross Total				\$760.83
Net Total				\$760.83

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 Default


Audatex Estimating 7.0.533 ES 05/29/2015 09:59 AM REL 7.0.533 DT 05/01/2015 DB 05/15/2015
Copyright (C) 2015 Audatex North America, Inc.

0.5 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.
1.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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FORESTER

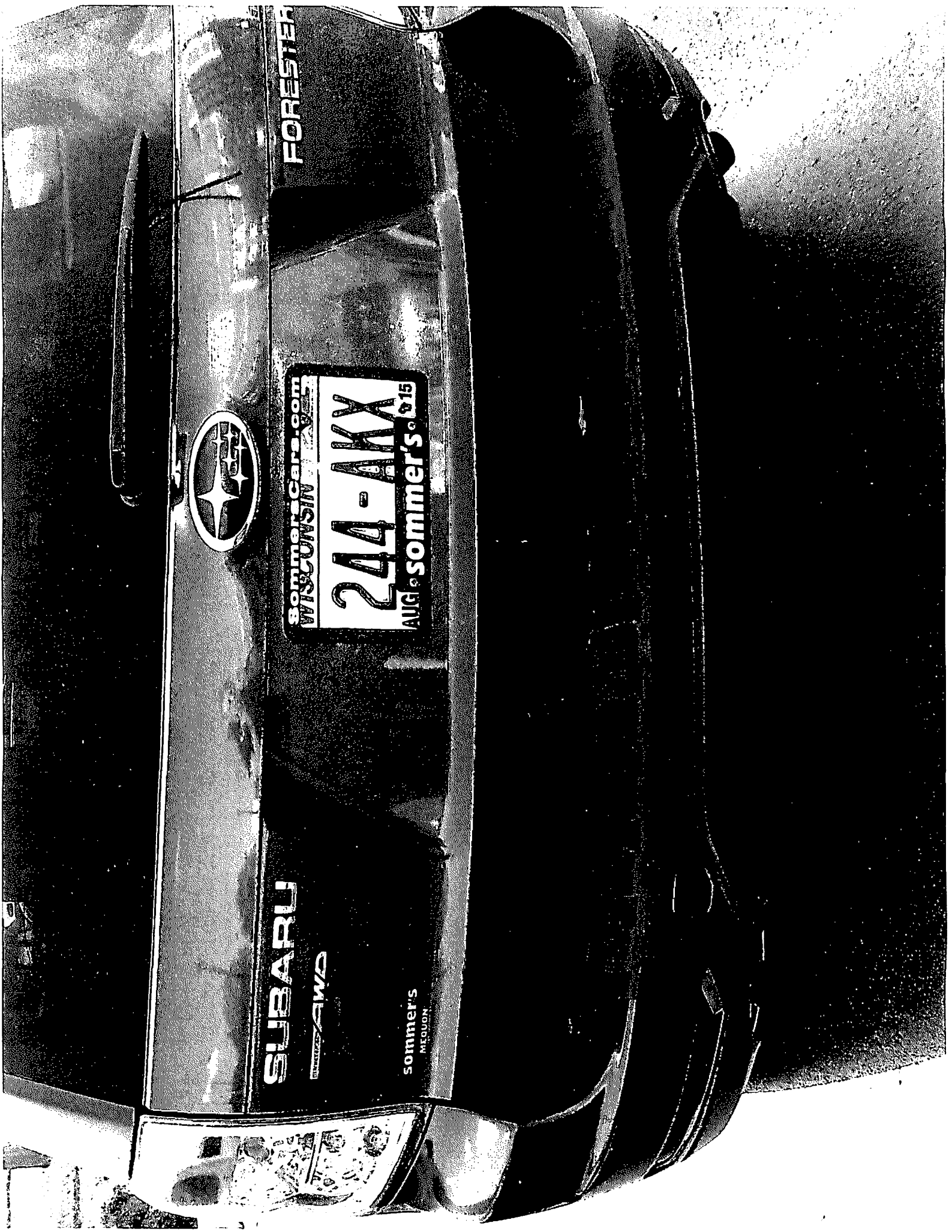


244-AKX
AUG 2015

SUBARU
AWD

Sommer's
REPAIR





FORESTER

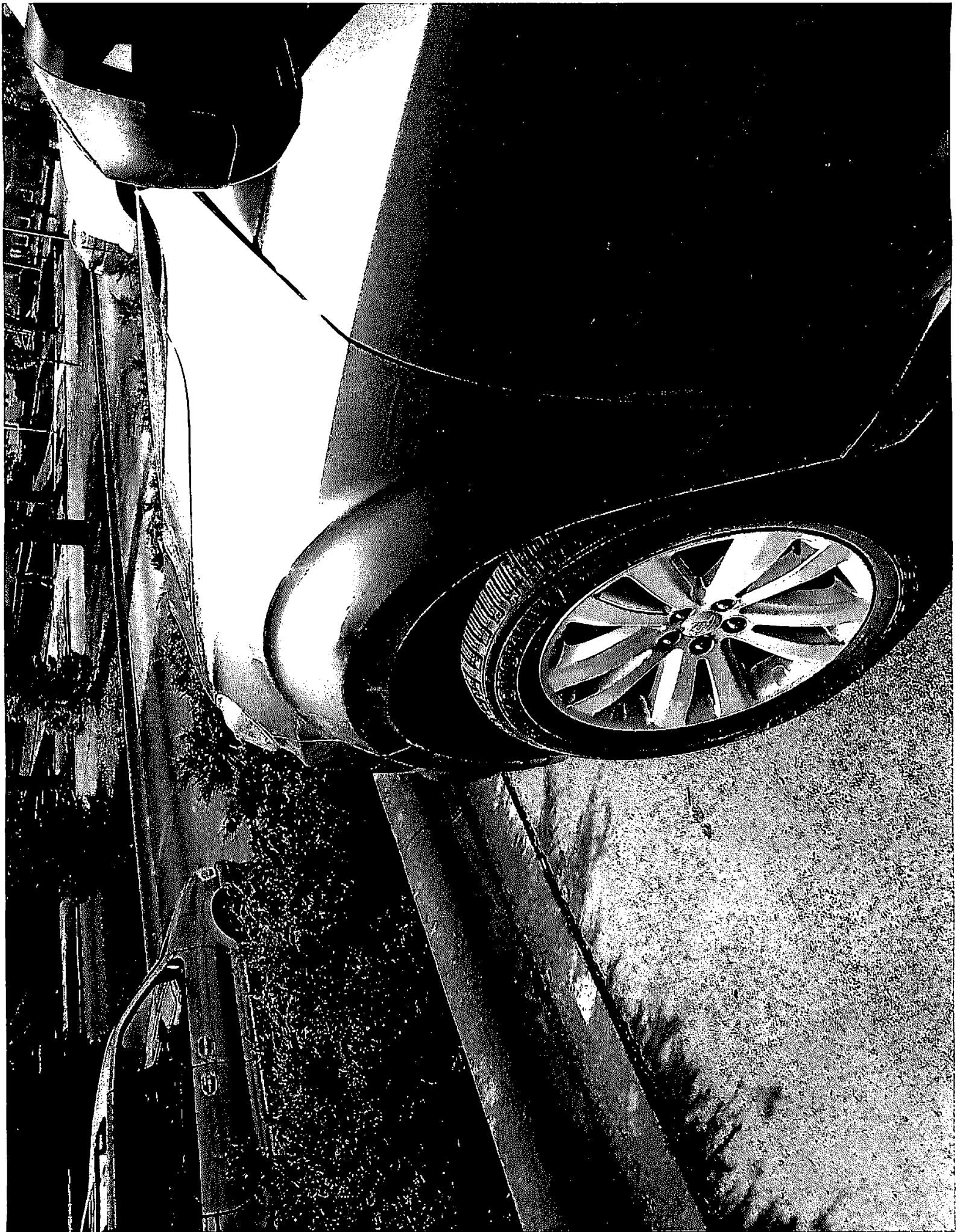


sommerscars.com
WISCONSIN
244-AKX
AUG 15 sommers

SUBARU

AWD

sommers
MEQUON





RELEASE OF PUBLIC INFORMATION

SPD #391 rev. 02/00

DATE: 5-26-15	TIME:	COST: \$ 2.75
HOW RECEIVED: MAIL/FAX/IN PERSON/PHONE		
PERSON REQUESTING REPORT: Judy Baldock	PHONE: 892-5308	
REQUESTING AGENCY:	DOB: **	
PERSON INVOLVED: ** Sara Baltus	PHONE NUMBER: **	
ADDRESS: ** daughters	LOCATION:	
DATE OF INCIDENT:	ACCIDENT/INCIDENT CASE NUMBER: C15-08641 + photos	
FAX/MAIL TO:		
NOTES:		
** TO BE COMPLETED REF RECORD CHECK		
REQUEST TAKEN BY: JD		

II

3.4

R. O. No. 51 - 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a claim from Robert J. Kuehl for alleged damages when he tripped outside of the HC Denison building on alley near US Bank parking lot and broke his Iphone glass and ruined his pants.

City Clerk

Finance

DATE RECEIVED

6-2-15

emailed 6.3.15

RECEIVED BY

ckl

CLAIM NO.

06-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: ROBERT J. KUEHL
2. Home address of Claimant: 2221 NORTH 35th St. SHEBOYGAN WI 53083
3. Home phone number: (920) 207-6985
4. Business address and phone number of Claimant: HC DENISON, 618 N. 7th St. SHEBOYGAN WI 53081
5. When did damage or injury occur? (date, time of day) MAY 27, 2015 3:20 p.m.
6. Where did damage or injury occur? (give full description) OUTSIDE OF HC DENISON BUILDING, ON ALLEY AND NEAR US BANK PARKING lot, WHERE CONSTRUCTION IS OCCURRING. (See PICTURE)
7. How did damage or injury occur? (give full description) AFTER TRIPPING ON WOOD BLOCK PLACED BETWEEN CONCRETE SLABS I FELL HARD ON THE CEMENT, CRACKING MY IPHONE GLASS AND RUINING A PAIR OF FITTED DRESS PANTS.
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: ALLEY NEAR ALLEY OUTSIDE HC DENISON BUILDING WHERE SMALL WOODBLOCK WAS PLACED. HAS SINCE BEEN COVERED.
 - (b) Claimant's statement of basis for such liability: THE CONSTRUCTION WORKERS ON CITY LOT CREATED A HAZARD BY PLACING SMALL PROTRUDING OBJECT NEAR A PLACE OF BUSINESS.

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").

MINOR INJURIES - NOT SEEKING COMPENSATION.

PROPERTY DAMAGED: IPHONE 6 PLUS AND PAIR OF FITTED DRESS PANTS.

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

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

JUN 2 '15 PM 4:00

Auto: \$ _____

Property: \$ 1,021.24

Personal injury: \$ _____

Other: (Specify below) \$ 1,021.24

TOTAL

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

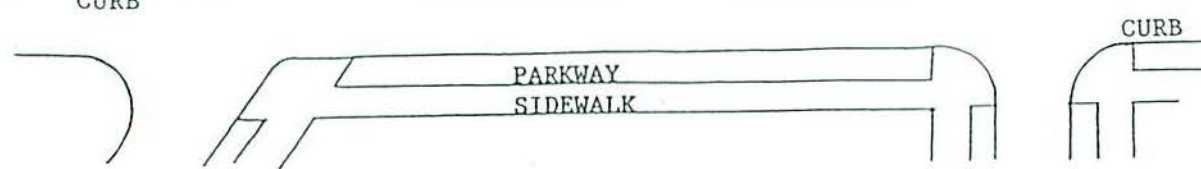
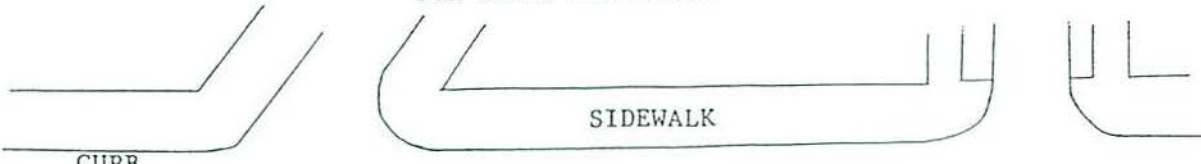
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: See ATTACHED

Date: _____

DATE RECEIVED 6-2-15

RECEIVED BY ckl

CLAIM NO. 06-15

JUL 2 2015 4:00

CLAIM

Claimant's Name: ROBERT J. KUEHL

Auto \$ _____

Claimant's Address: 2221 NORTH 35th ST.

Property \$ 1,021.24

SHEBOYGAN 53083

Personal Injury \$ _____

Claimant's Phone No. 920 207 6985

Other (Specify below) \$ _____

TOTAL 1,021.24

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 \$ 1,021.24.

SIGNED: RJK

DATE: 6/2/15

ADDRESS: 2221 NORTH 35th ST.
SHEBOYGAN WI 53083

Rose Scheele

From: Robert Kuehl
Sent: Monday, June 01, 2015 12:19 PM
To: Rose Scheele
Subject: Save as pic and print pic

JUN 2 '15 PM 4:00

From: Rjk [<mailto:kuehl.robertj@gmail.com>]
Sent: Sunday, May 31, 2015 5:00 PM
To: Robert Kuehl
Subject: Estimate to replace broken iPhone 6 plus

Sent from my iPad

Begin forwarded message:

From: "Garrett, Dilila [SLS]" <Dilila.Garrett@sprint.com>
Date: May 31, 2015 at 3:42:04 PM CDT
To: "'kuehlrobertj@gmail.com'" <kuehlrobertj@gmail.com>
Subject: Estimate to replace broken iPhone 6 plus

The price is listed on the picture that is attached to this email. It shows a retail price of \$749.99

Thank You,
Dilila

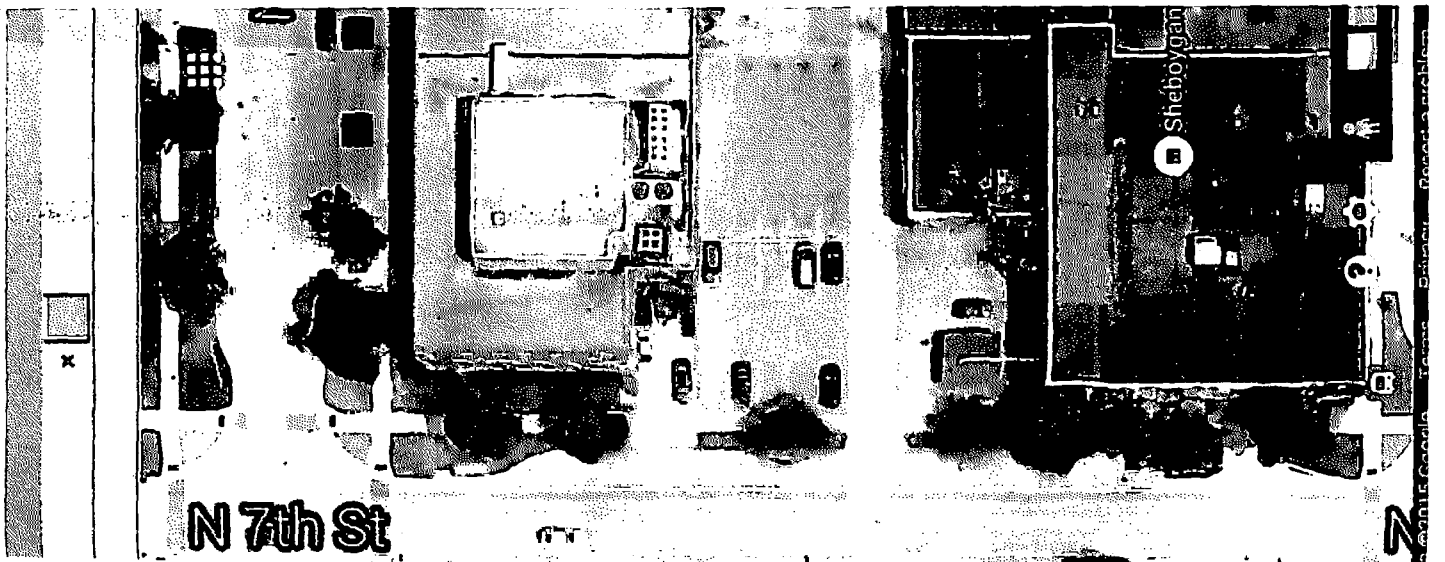
This e-mail may contain Sprint proprietary information intended for the sole use of the recipient(s). Any use by others is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the message.

APPROXIMATE LOCATION OF INCIDENT

RLK 6/2/15

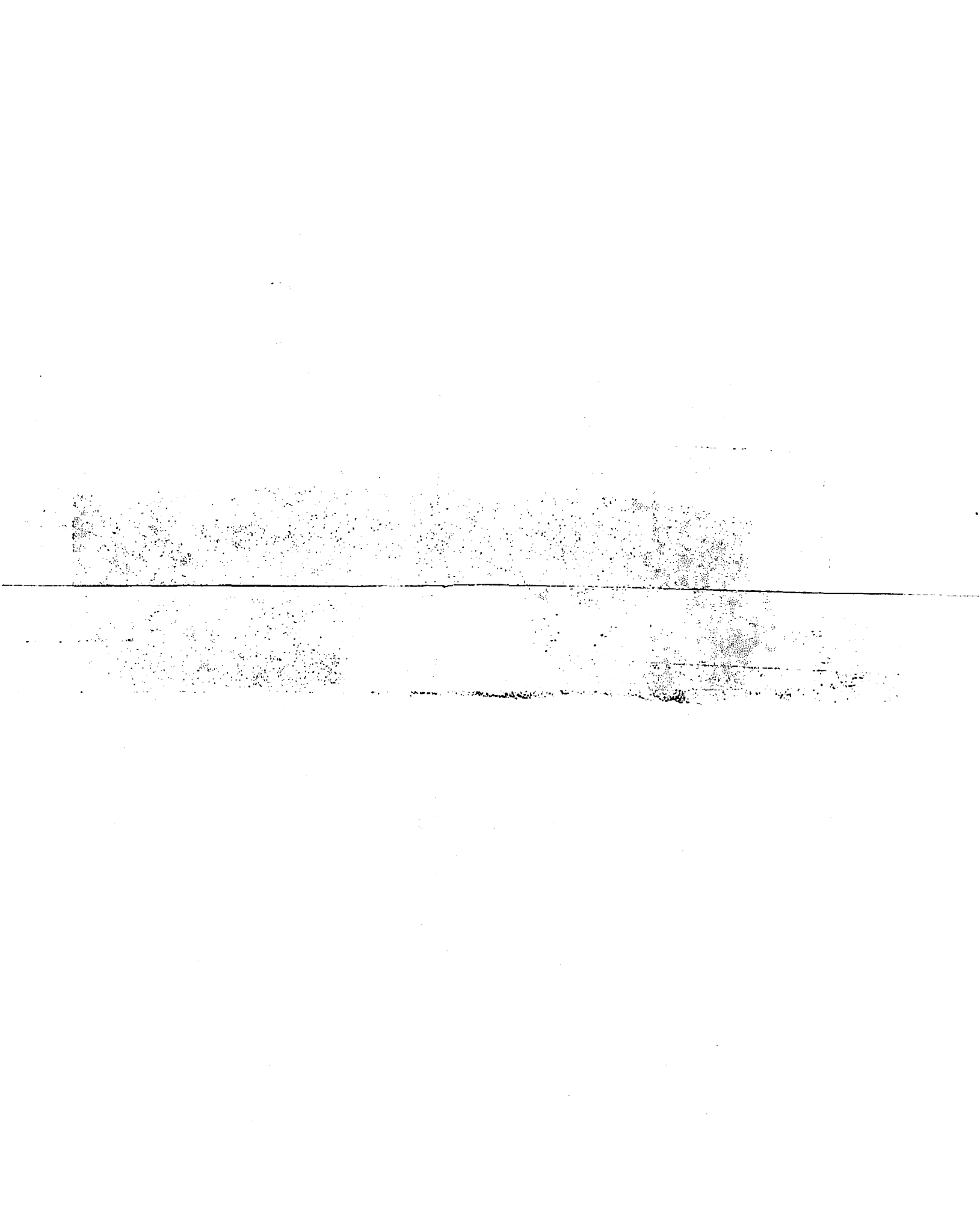
JUN 2 15 24:00







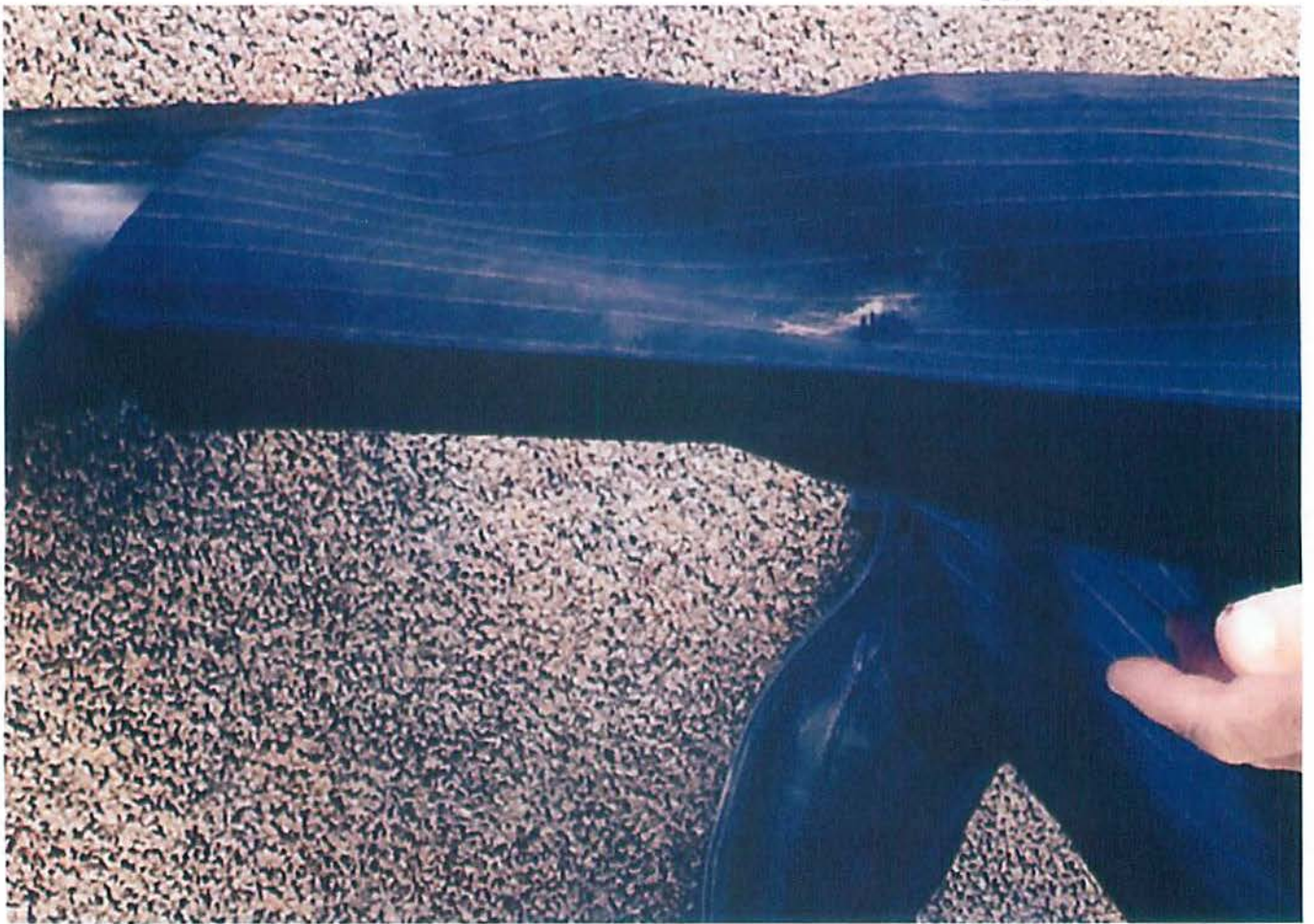
*\$749.99





* WALKING FROM POINT A - LEAVING HC DENISON.
TO AVOID CONSTRUCTION AND BARRELS I WALKED
ACROSS FINISHED CONCRETE TO MY CAR PARKED
ON CENTER AVE TO THE SOUTH - TOWARD POINT
B.

JUN 2 '15 PM 4:00



* RUINED DRESS PANTS - CANNOT BE RESTORED WITHOUT A NOTICEABLE PATCH, UNSUITABLE FOR A PROFESSIONAL SETTING.

JUN 2 '15 PM 4:00



* Right knee AND left thumb INJURED.



J. H I L B U R N
M E N ' S C L O T H I E R

To Whom it May Concern:

I have attached an invoice for a pair of replacement trousers for my client Robert Kuehl. These navy pinstripe trousers replace the trouser that were recently damaged.

The attached invoice details all applicable costs to order a replacement.

Should you have any questions regarding this information please feel free to contact me.

Sincerely,

Dawn M. Huibregtse

Independent Style Consultant

J Hilburn Men's Custom Clothiers

414-217-1773

dmhuibregtse@gmail.com

CONFIDENTIAL - INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

J. HILBURN

Order #: 623676 Created: 06/01/2015 Subtotal: \$250.00

Client: Robert Kuehl (155410)

SHOW PRODUCT DETAILS

ProductDetails	Unit Price	Quantity	Actions	Total
----------------	------------	----------	---------	-------

MADE-TO-MEASURE TROUSER - D1B-T				
---------------------------------	--	--	--	--

Fabric: Navy / Blue Pinstripe

Measurement Profile: ---

\$250.00

Subtotal \$250.00

Shipping \$7.50

Estimated Tax \$13.75

Estimated Order Total \$271.25

II

3.5

R. O. No. 52 - 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a claim from Ashliegh S. Grosshuesch for alleged damages when a tree across the street from her home fell on her truck.

City Clerk

Finance

III

DATE RECEIVED 6.5.15

RECEIVED BY MMD

CLAIM NO. 07-15

JUN 5 '15 PM 3:21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Ashliegh S Grosshuesch
2. Home address of Claimant: 3028 S. 10th St.
3. Home phone number: 920 207-6280
4. Business address and phone number of Claimant: Mike Koenig Construction
3502 Behrens Pkwy. 457-0923
5. When did damage or injury occur? (date, time of day) Sat May 30th 6:45pm
6. Where did damage or injury occur? (give full description) The tree across the street from my house fell on top of my truck,
7. How did damage or injury occur? (give full description) The tree was rotten at the ground and fell over. Almost none of the roots came out of the ground so this tree was an accident waiting to happen.
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: If it is the city's responsibility to maintain the trees between the sidewalk and street then this tree was missed. It was rotten at ground level and waiting to fall over.
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: NA

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

My truck was damaged by the rotten tree, the passenger rear door and roof of my 2011 Silverado quad cab will need to be fixed.

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

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

Auto:	\$ 4850.00	Because of my Job I need a full size truck for tools + materials. None of the bodyshops offer a similar vehicle to my own. I need to rent one for 51.49 per day. Plus my time and kids time away from home + family while getting estimates + making phone calls.
Property:	\$ NA	
Personal injury:	\$ NA	
Other: (Specify below)	\$ 900.00	
TOTAL		

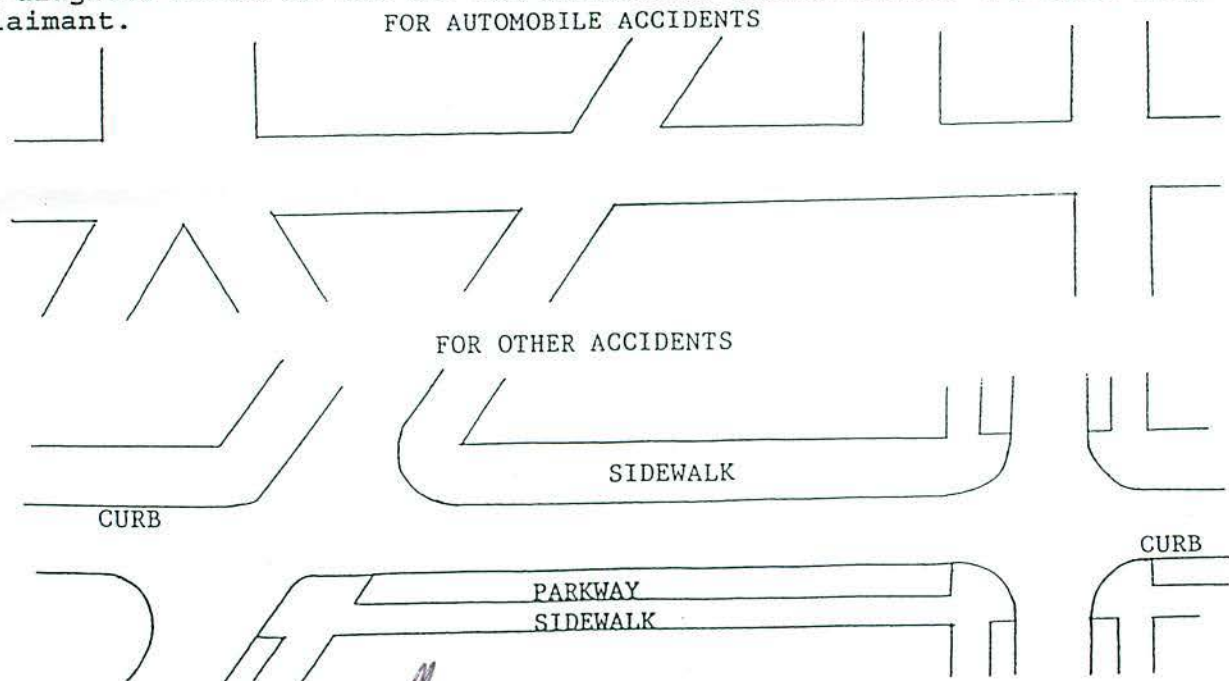
Damaged vehicle (if applicable)

Make: Chevy Model: Silverado Year: 2011 Mileage: 70,700

Names and addresses of witnesses, doctors and hospitals:
PATRICK SERTICH - 3118 S. 10th St - SHEBOYGAN, WI 53081
JESSICA BRASSHVERSON - 3028 S 10th St - 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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



SIGNATURE OF CLAIMANT: *[Handwritten Signature]*

Date: 6-3-15

DATE RECEIVED 6-5-15

RECEIVED BY MD

CLAIM NO. 07-15

CLAIM

Claimant's Name: Ashleigh S Grosshuesch

Auto \$ 4850.00

Claimant's Address: 3028 S 10th St

Property \$ —

Claimant's Phone No. 920 207-6280

Personal Injury \$ —

Other (Specify below) \$ 900


TOTAL 5750.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$5750.00.

Because of my job I need a full size truck for tools + materials. None of the Body shops offer a similar vehicle to my own. I need to rent one for \$1.49 per day. Plus my time + kids time away from home + family while getting estimates + making phone calls

SIGNED: 

DATE: 6-3-15

ADDRESS: 3028 S 10th St
Sheb WI 53081

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

*** PRELIMINARY ESTIMATE ***

06/04/2015 08:44 AM

Owner

Owner: ASHLIEGH GROSSHUESCH
Address: 3028 S. 10TH ST.
City State Zip: Sheboygan, WI 53081
Email: ashleigh@hotmail.com

Work/Day: (920)207-6280
FAX:

Inspection

Inspection Date: 06/03/2015 08:06 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Right 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: 6

Remarks

*** Original Estimate ***

Vehicle

2011 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic. Plate: GH3834
Lic Expire:
Prod Date: 11/2010
Veh Insp# :
Condition:
Ext. Color: STEALTH GRAY MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 928L,46

Lic State: WI
VIN: 3GCPKSE33BG201607
Mileage: 70,697
Mileage Type: Actual
Code: U7825E
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Alarm System

AM/FM CD Player
Anti-Lock Brakes

Air Conditioning
Auto Headlamp Control

Auto Locking Hubs (4WD)	Center Console	Chrome Steel Wheels
Chrome Step Bumper	Cruise Control	Daytime Running Lights
Dual Airbags	Electronic Transfer Case	Emergency S.O.S. System
Floor Mats	Full Size Spare Tire	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heavy Duty Battery
Heavy Duty Suspension	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Side Airbags	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Traction Control System
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R	
Stripes And Mouldings										
1	RI	131		Midg,Front Door Lower RT	R & I Assembly			0.3	SM	
2	RI	266		Midg,Rear Door Lower RT	R & I Assembly			0.2	SM	
Front Body And Windshield										
3	EC	144		Sealant Kit,W/Shield	Replace Economy	\$25.00*		0.6	SM	
Cab And Components										
4	BR	650		Pillar,Door Frame Rear RT	Blend Refinish			0.7	RF	
					0.5 Blend					
					0.2 Two-stage					
5	E	341	01	Panel,Roof	25919343 GM Part	\$759.92		18.4	SM	
6	L	341		Panel,Roof	Refinish			4.0	RF	
					3.3 Surface					
					0.7 Two-stage					
Front Doors										
7	BR	210		Pnl,Front Door Outer RT	Blend Refinish			1.6	RF	
					1.1 Blend					
					0.5 Two-stage					
8	RI	236		W/Strip,Belt Outer RT	R & I Assembly			0.5	SM	
9	RI	396		Pnl,Inner Door Trim RT	R & I Assembly			INC	SM	
10	E	135		N/Plate,Front Door RT	15129852 GM Part	\$41.58		0.2	SM	
11	RI	411		Mirror,Outer R/C RT	R & I Assembly			INC	SM	
12	RI	216		Glass,Front Door T RT	R & I Assembly			INC	SM	
13	RI	91		Channel,Front Glass Ru RT	R & I Assembly			1.7	SM	
14	RI	228		Handle,Front Door Otr RT	R & I Assembly			0.2	SM	
Rear Doors										
15	RI	1884		Speaker,Rear Door RT	R & I Assembly			0.3	SM	
16	E	116		Door Shell,Rear RT	22892604 GM Part	\$895.00		4.4	SM	
				>> >>USED WITH MARKUP & CLEAN UP WAS NOT COST EFFECTIVE						
17	L	116	13	Door Shell,Rear RT	Refinish			4.9	RF	
					2.6 Surface					
					1.0 Edge					
					0.6 Two-stage setup					
					0.7 Two-stage					
18	RI	151		W/Strip,Belt Inner RT	R & I Assembly			INC	SM	
19	RI	312		Pnl,Inner Door Trim RT	R & I Assembly			INC	SM	
20	RI	501		Glass,Rear Door T RT	R & I Assembly			INC	SM	

21	RI	196	Reg,Rear Door Glass RT	R & I Assembly		INC	SM
22	RI	66	Lock,Rear Door RT	R & I Assembly		INC	SM
23	RI	338	Handle,RR Door Outer RT	R & I Assembly		INC	SM
Bed							
24	N	975	Bed Assembly,Set Back	Additional Labor		2.0	SM
Back Glass							
25	EC	371	Sealant Kit,Back Glass	Replace Economy	\$25.00*	INC	SM
Manual Entries							
26	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
27	N		De-Nib and polish	Additional Labor			SM*
28	N		Hazad, waste	Additional Labor	\$5.00*		SM
29	N		CLEAN & RETAPE MLDG RF	Additional Labor	\$10.00*	0.5*	SM*
30	N		CLEAN & RETAPE RR DR. MLDG	Additional Labor	\$10.00*	0.5*	SM*
31	I		ROOF SIDE DOOR OPENING	Repair		2.0*	SM*
32	RI		>> >>>ALIGN RT SIDE DOOR OPENING FRAME<<				
			BOX CAP	R & I Assembly		0.5*	SM*
32 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					\$1,696.50	
Other Parts					\$80.00	
Paint & Materials		11.2 Hours @	\$36.00		\$403.20	
Parts & Material Total						\$2,179.70
Tax on Parts & Material			@ 5.000%			\$108.99
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	27.5	5.0	32.5	\$1,885.00	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	11.2		11.2	\$649.60	
Labor Total				43.7 Hours		\$2,534.60
Tax on Labor			@ 5.000%		\$126.73	
Gross Total						\$4,950.02
Net Total						\$4,950.02

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

Audatex Estimating 7.0.533 ES 08/04/2015 09:11 AM REL 7.0.533 DT 05/01/2015 DB 06/01/2015
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2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
 ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

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

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebtl	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.

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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, MORE OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICES ARE NOT GUARANTEED. PARTS PRICES SUBJECT TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

WISCONSIN MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATWS 130, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8011, MADISON, WISCONSIN 53708-2811.

Op Codes

- AA = Appearance Allowance
- CG = Chassis
- BR = Blend Refinish
- TT = Two-Tone
- J = Refinish
- TE = Partial Replace Price
- ET = Partial Replace Labor
- EC = Replace Economy
- U = User-Entered Value
- RP = Related Part Damage
- RI = R & I Assembly
- I = Repair
- SS = Sublet Repair
- RC = Replace FXN Reconditioned
- PM = Replace FXN Reconditioned
- EM = Replace FXN
- OE = Replace FXN OE Scls
- E = Replace OEM
- P = Check
- IT = Partial Repair
- N = Additional Labor
- UC = Replace Reconditioned
- UM = Replace Reconditioned
- EU = Replace Replaced
- UE = Replace OE Sclps
- NG = Replace NGS

Audatex

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Audatex's prior written consent.

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

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 ***

06/02/2015 03:28 PM

Owner

Owner: ASHLIEGH GROOSHUESCH
Address: 3028 SOUYH 10TH STREET
City State Zip: Sheboygan, WI 53081
Cell: (920)207-6280
FAX:

Inspection

Inspection Date: 06/02/2015 03:26 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Roof
Driveable: Yes
Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Rental Assisted:
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
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

Vehicle

2011 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate: GH3834
Lic Expire:
Prod Date: 11/2010
Veh Insp# :
Condition:
Ext. Color: DARK BLUE
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 3GCPKSE33BG201607
Mileage: 70,661
Mileage Type: Actual
Code: U7825E
Int. Color:
Int. Refinish: Two-Stage

Options - AudaVIN Information Received

4-Wheel Drive
Alarm System

AM/FM CD Player
Aluminum/Alloy Wheels

Air Conditioning
Anti-Lock Brakes

Auto Headlamp Control	Auto Locking Hubs (4WD)	Camper/Towing Package
Center Console	Chrome Step Bumper	Cruise Control
Daytime Running Lights	Dual Airbags	Dual Zone Auto A/C
Electronic Transfer Case	Emergency S.O.S. System	Floor Mats
Fog Lights	Full Size Spare Tire	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heavy Duty Battery
Heavy Duty Cooling	Heavy Duty Suspension	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	Locking Differential	MP3 Decoder
OnStar System	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Drivers Seat
Power Steering	Power Windows	Privacy Glass
Rear View Camera	Rear Window Defroster	Remote Starter
Reverse Sensing System	Side Airbags	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Tow Hooks
Traction Control System	Trailer Hitch	Velour/Cloth Seats
XM Satellite Radio		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	130		Mldg,Front Door Lower LT	R & I Assembly			0.3	SM
2	RI	265		Mldg,Rear Door Lower LT	R & I Assembly			0.2	SM
Cab And Components									
3	L	183		Pillar,Body Lock LT	Refinish			1.2	RF
					1.0 Surface				
					0.2 Two-stage				
4	E	341	01	Panel,Roof	25919343 GM Part	\$759.92		18.5	SM
5	L	341		Panel,Roof	Refinish			4.0	RF
					3.3 Surface				
					0.7 Two-stage				
6	E	348		Mldg,Rear Drip LT	20815165 GM Part	\$11.97		INC	SM
7	E	349		Mldg,Rear Drip RT	20815166 GM Part	\$20.00		INC	SM
8	RI	425		Antenna,Assembly	R & I Assembly			0.3	SM
Front Doors									
9	RI	235		W/Strip,Belt Outer LT	R & I Assembly			0.5	SM
10	E	134		N/Plate,Front Door LT	15129652 GM Part	\$41.58		0.2	SM
11	RI	134		N/Plate,Front Door LT	R & I Assembly			INC	SM
12	RI	1446		Mirror,Outer R/C LT	R & I Assembly			INC	SM
13	RI	90		Channel,Front Glass Ru LT	R & I Assembly			1.7	SM
14	RI	227		Handle,Front Door Otr LT	R & I Assembly			0.2	SM
Rear Doors									
15	RI	1883		Speaker,Rear Door LT	R & I Assembly			0.3	SM
16	EU	115		Door Assembly,Rear LT	Replace Recycled	\$750.00*	+25.00	1.8	SM
				>> CLEVELAND AUTO PARTS / SHAWN					
17	L	115	13	Door Shell,Rear LT	Refinish			4.9	RF
					2.6 Surface				
					1.0 Edge				
					0.6 Two-stage setup				
					0.7 Two-stage				
18	RI	95		W/Strip,Rear Door LT	R & I Assembly			0.2	SM
19	RI	158		W/Strip,Rear Door LT	R & I Assembly			INC	SM

20	RI	1579	W/Strip,RR Door Lower LT	R & I Assembly		INC	SM
21	RI	176	W/Strip,Belt Outer LT	R & I Assembly		INC	SM
22	RI	500	Glass,Rear Door T LT	R & I Assembly		0.9	SM
23	RI	195	Reg,Rear Door Glass LT	R & I Assembly		0.3	SM
24	RI	65	Lock,Rear Door LT	R & I Assembly		0.7	SM
25	E	337	46 Handle,RR Door Outer LT	20954825 GM Part	\$65.10	INC	SM
26	L	337	Handle,RR Door Outer LT	Refinish		0.4	RF
				0.3 Surface			
				0.1 Two-stage			

Rear Body Lamps And Floor Pan

27	RI	570	Lamp,High Mounted Stop	R & I Assembly		INC	SM
----	----	-----	------------------------	----------------	--	-----	----

Manual Entries

28	L		Cover Car Exterior	Refinish	\$5.00*		SM
29	SB		Hazardous Waste	Sublet Repair	\$3.00*		RF*
30	L		Corrosion.Protection	Refinish	\$10.00*	0.2*	SM
31	L		Bonding Kit	Refinish	\$45.00*		SM
32	RI		TOPPER ASSEMBLY	R & I Assembly		1.0*	SM*
33	I		DOOR TRANSFER / MECHANICAL	Repair		1.5*	SM*

33 Items

MC Message

01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$898.57	
Other Parts		\$810.00	
Paint & Materials	10.5 Hours @ \$36.00	\$378.00	
Line Item Markup		\$187.50	
Parts & Material Total			\$2,274.07
Tax on Parts & Material	@ 5.000%		\$113.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$57.00	27.3	1.5	28.8	\$1,641.60	
Mech/Elec (ME)	\$97.00					
Frame (FR)	\$67.00					
Refinish (RF)	\$57.00	10.5		10.5	\$598.50	
Labor Total				39.3 Hours		\$2,240.10
Tax on Labor		@ 5.000%			\$112.01	
Sublet Repairs					\$3.00	
Tax on Sublet		@ 5.000%			\$0.15	
Gross Total						\$4,743.03
Net Total						\$4,743.03

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

Audatex Estimating 7.0.533 ES 06/02/2015 03:38 PM REL 7.0.533 DT 05/01/2015 DB 06/01/2015

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

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

Op Codes

* = User-Entered Value	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	



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1 week

II

4.2

R. O. No. 62-15-16. By CITY CLERK. July 6, 2015.

Submitting a claim from Ashton Thomaston for alleged damages to his rear tire stating that it was stabbed and went flat.

Inance

City Clerk

DATE RECEIVED 6-18-15

RECEIVED BY MMD

CLAIM NO. 09-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Ashton Thomaston
2. Home address of Claimant: 1119 ontario
3. Home phone number: 920-254-7156
4. Business address and phone number of Claimant: 5300 state Hwy 42
920-565-4656
5. When did damage or injury occur? (date, time of day) 06-10-2015 around 3 something AM
6. Where did damage or injury occur? (give full description) Well the reports states that it happen on 15th and Georgia Ave
7. How did damage or injury occur? (give full description) I am not sure how the inside was damage but the back tire was stabbed.
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: Eric and they didn't give last name
 - (b) Claimant's statement of the basis of such liability: My car wasn't on flat and I was park, After the officer walked around my car he states that I had a flat tire.
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

JUN 18 '15 12:44

JUN 18 '15 PM 12:44

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").

When I saw my car! Damage occur on the back tire, The turn signal, on the front of radio and a few buttons were off.

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

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

Auto: \$ ~~273.43~~ 263.43

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 100.00

TOTAL 263.43

Damaged vehicle (if applicable)

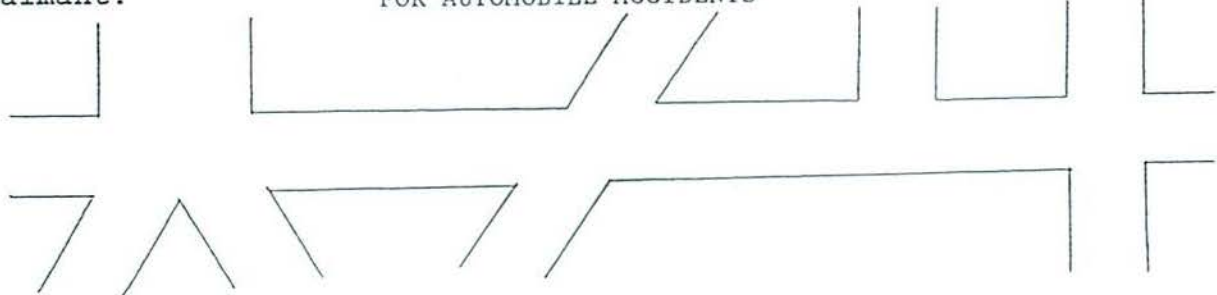
Make: Subaru Model: SUV Year: 2006 Mileage: _____

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

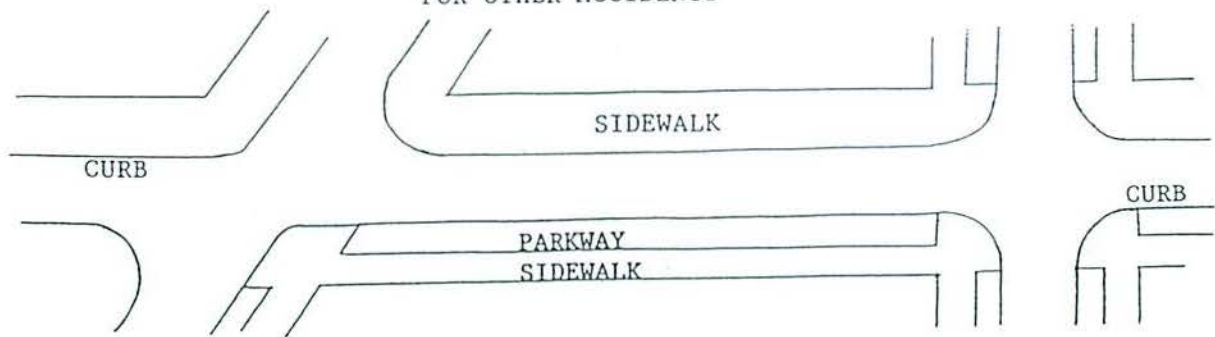
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Alexander Thonson

Date: 06-18-15

DATE RECEIVED 6-18-15

RECEIVED BY TMD

CLAIM NO. 09-15

CLAIM

Claimant's Name: Ashten Thomaston

Auto \$ 273.43

Claimant's Address: 1119 ontario

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 920-254-7156

Other (Specify below) \$ _____

TOTAL 273.43

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 \$ 273.43.

SIGNED: Ashten Thomaston

DATE: 06-18-15

ADDRESS: 1119 ontario

Customer Invoice
143577
06/13/2015

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

Service Advisor:
01 MICHAEL
920.458.0375

THOMASTON, ASHTON
1119 ONTARIO AVE
SHEBOYGAN, WI 53081
920.255.7156

2006 SATURN VUE BASE [GREY]
3.5L V6 FI GAS VIN 4 SOHC
Lic #: 307-XHM WI Vin #: 5GZCZ63426S857095
In: 06/13/15 1:29PM Mileage: 146,728
Out: 06/13/15 2:57PM

Store # 021148

RETAIL SALE

Description	Rev Hist /Article #	ID	Qty	Unit Price	Extended Price	Job Total
FIRESTONE TIRE PACKAGE--RIGHT REAR		01				115.93
079042 FR710 BL P235/60R17 100T 65,000 Mile Limited Warranty	079042	36TN	1	117.99	117.99	
DOT# W20UCKD0115						
TIRE-DISC Store Promotion	7011212	36TN	-1	11.80	-11.80	
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	
TIRE INSTALLATION	7015016	36TS	1	N/C	N/C	
PRT-DISC Store Promotion	7009202	36T	-1	1.00	-1.00	
LBR-DISC Store Promotion	7009202	36T	-1	8.75	-8.75	
DISCOUNT MISC SERVICES	1	01				-20.00
CFNA APPLICATION						
DISCOUNT MISC SERVICES	7001671	36TS	-1	20.00	-20.00	

Technician(s):
36 JONATHAN TAYLOR

Payment History:
Debit 6003 99.94 862416
Total Tendered 99.94

Summary:

Parts	107.19
Labor	-11.26
Shop Supplies	-0.75
Sub-Total	95.18
Tax (5.00%)	4.76
Total	\$99.94

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.

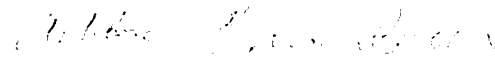
	Revision History:	Rev Amt	Init
Customer Signature	1) 06/13/2015 02:56PM	-22.26	THOMASTON, ASHTON IN PERSON

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

All parts are new unless otherwise specified.

Declined Work:
ALIGNMENT SERVICE
COMPLETE VEHICLE INSPECTION

I acknowledge notice and oral approval of an increase in the original estimated price.



Signature or Initials

Motor Vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the bureau of consumer protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

Customer Invoice
143577
06/13/2015

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

Service Advisor:
01 MICHAEL
920.458.0375

THOMASTON, ASHTON
1119 ONTARIO AVE
SHEBOYGAN, WI 53081
920.255.7156

2006 SATURN VUE BASE [GREY]
3.5L V6 FI GAS VIN4 SOHC
Lic #: 307-XHM WI Vin #: 5GZCZ63426S857095
In: 06/13/15 1:29PM Mileage: 146,728
Out: 06/13/15 2:57PM

Store # 021148

RETAIL SALE

Description	Rev Hist /Article # ID	Qty	Unit Price	Extended Price	Job Total
-------------	---------------------------	-----	---------------	-------------------	--------------

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 021148-143577

WORK ORDER #
143577
06/13/15 02:57PM

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

SERVICE ADVISOR
01 MICHAEL
920.458.0375

THOMASTON, ASHTON
1119 ONTARIO AVE
SHEBOYGAN, WI 53081
920.255.7156

2006 SATURN VUE BASE [GREY]
3.5L V6 FI GAS VIN 4 SOHC
LIC # 307-XHM WI VIN # 5GZCZ63426S857095
IN 06/13/15 1:29PM EST. MILEAGE 54,000

Store # 021148

Recommended Services not Authorized by Customer

Status	Description	Qty	Unit Price		Extended Price		Total
			Parts	Labor	Job Total	Cat. Total	
Recmd	ALIGNMENT SERVICE					84.99	
	ALIGNMENT SERVICE	1	0.00	84.99			
Recmd	COMPLETE VEHICLE INSPECTION					9.99	
	VEHICLE INSPECTION	1	0.00	21.99			
	LBR-DISC Store Promotion	-1	0.00	12.00			
	Improved Performance - Suggested					> 94.98	94.98

***Total Recommended Services: 94.98**

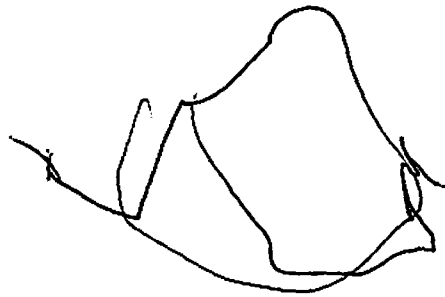
* Total recommended services does not include shop supplies, taxes or other fees.

THESE PRICES ARE VALID FOR 30 DAYS

Labor charges are based on 'Menu Items' of a predetermined amount or the flat rate charged per the Mitchell Labor Manual @ Skill Rate.

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE

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





AutoZone 1974

1516 N 13TH ST
SHEBOYGAN, WI
(920) 451-6988

1918	SU5130	69.99 P
130	Duralast	
	Combination Switch, EA	
	SUBTOTAL	69.99
	TOTAL TAX @ 5.00%	3.50
	TOTAL	73.49
XXXXXXXXXX6003	DEBIT	73.49
	APPROVAL #	

402 CSR #66 RECEIPT #987284
 R. TRANS #441394
 CORE #1974
 DATE 06/15/2015 13:45
 OF ITEMS SOLD 1



 all your projects regarding!
 a \$20 Reward when you make 5
 qualifying purchases of \$20 or more*
 AutoZone Rewards for free in-store
 online at AutoZone.com/azrewards
 terms and conditions at
 AutoZone.com/azrewards for details.

ADDITIONAL WARRANTY INFORMATION
 CHRIS

2) 323 - 3202

Saturn Truck VUE AWD
 794918 SU5130 COMBINATION SW
 LIMITED LIFETIME WARRANTY PERIOD

Limit Warranty
 part failing during the warranty
 period, bring this receipt, bring the
 to the AutoZone store and you will
 receive a replacement or refund.
 and includes damage caused by
 severe use, other faulty parts,
 improper installation or off-road,
 special or marine use. Warranties on
 replacement parts cover the unused
 portion of the original warranty or
 90 days, whichever is longer.
 Warranties expire when you sell your
 vehicle.

LIMITED WARRANTY REPRESENTS THE
 FULL LIABILITY OF AUTOZONE, FOR ANY
 PART OR PRODUCT. AUTOZONE MAKES NO
 OTHER WARRANTIES, EXPRESS OR IMPLIED,
 INCLUDING THE IMPLIED WARRANTIES OF
 MERCHANTABILITY OR FITNESS FOR A
 PARTICULAR PURPOSE.

AUTOZONE SHALL NOT BE LIABLE FOR
 CONSEQUENTIAL DAMAGES, OR
 INCIDENTAL DAMAGES.

Some states do not allow limitations on
 how long an implied warranty lasts, or
 the exclusion or limitation on incidental or
 consequential damages, so the above
 limitations may not apply to you. This
 warranty gives you specific legal
 rights, and you may also have other
 rights which vary from state to state.

Take a survey for a
 chance to win \$10000

at www.autozonecares.com
 or by calling 1-800-598-8943.
 Purchase necessary. Ends 08/31/15

II

3.2

R. O. No. 77 - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Frank Reif requesting that his claim be reconsidered (alleged damage to his vehicle when a temporary stop sign was out too far in the road).

Inance

City Clerk

6.9

III

17

June 25, 2015

Common Council
City Hall
828 Center Ave.
Sheboygan, WI. 53081

Re: My Claim Against the City of Sheboygan. Reply to Letter of June 16, 2015.

Dear Council Members,

Other than paying taxes and applying for building permits, this claim was the first experience I have had with the decision makers of Sheboygan.

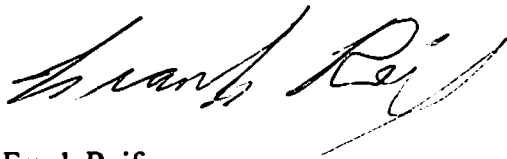
Had any one of you been in the exact same spot, under the same conditions and in a vehicle the size of mine, I have no doubt that you would have come into contact with the STOP sign or worse.

This sign was definitely misplaced and an obstacle interfering with traffic. If it was not, then why was it moved over about three feet by the next day? Would there have been more vehicles giving the STOP sign a problem.

I know the days of trust, and agreements and contracts made with a handshake are long gone. But Certified Mail costing \$11.89 sent from an Attorney's office? A phone call from a Council Member would have served the purpose.

Please reconsider this claim! If not, well the experience taught me something!

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Frank Reif". The signature is written in a cursive style with a long, sweeping underline.

Frank Reif
4727 S. 12th St.
Sheboygan, WI. 53081
Ph. 920-458-6658

cc: City Attorney