

*****ATTACHMENTS*****

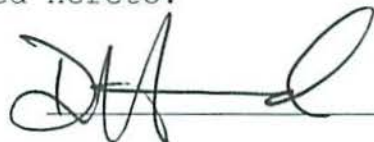
III

5.6

Res. No. 135 - 14 - 15 . By Alderperson Hammond. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce, in a similar form as attached hereto.



Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

20

1.2

III

**TOURISM PROMOTION AND DEVELOPMENT
AND EVENTS MANAGEMENT AGREEMENT**

This Tourism Promotion and Development and Events Management Agreement (this "Agreement") is made this _____ day of _____, 2015, by and between the City of Sheboygan (the "City") and the Sheboygan County Chamber of Commerce, Inc. (the "Chamber").

RECITALS

The City collects room tax revenues pursuant to local ordinance for the purpose of tourism promotion and development among other things.

The Chamber has been involved to one extent or another in tourism promotion and development throughout its existence and has experience in tourism promotion and development in Sheboygan County.

The City believes that the Chamber has unique qualifications for achieving tourism growth in the City and desires to contract with the Chamber for certain tourism promotion and development services, which would be paid for from the room tax revenues collected by the City.

Additionally, the Chamber has event management experience and is in a unique position to coordinate and manage the Independence Day Celebration ("IDC") and certain other civic events in the City of Sheboygan that would not qualify as "tourism promotion and development" events under the statutory criteria which require generating paid overnight stays, and thus would not be paid for from room tax revenues required to be used for tourism promotion and development.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth herein, the parties do agree as follows:

I. Tourism Promotion and Development Services.

- A. Based on the funding provided to the Chamber by the City as set forth in Paragraph I.B. hereafter and on the basis of an approved budget as set forth in Paragraph I.C., the Chamber agrees to provide services (the "Services") for the promotion and development of tourism for the City pursuant to the terms and provisions set forth in this Agreement. The parties recognize that an exact delineation of

1/22/15

the Services is not practical, given the broad nature of tourism promotion and development, but do agree that the Services provided by the Chamber will include without limitation the following:

- (1) The Chamber shall provide at a minimum one (1) full-time Tourism Director and one (1) full-time person for creative services to carry out the terms of this Agreement. Said personnel shall be compensated through room tax appropriations per Sec. 66.0615, Wis. Stats. Personnel or time allotted may be adjusted as necessary in relation to possible room tax income fluctuations, provided the minimum staffing is maintained. Personnel adjustments shall be approved by the Tourism Board as a duty of the Tourism Board's budget oversight set forth in Paragraph I.C., and shall be compensated through room tax appropriations for work performed for tourism promotion and development.
- (2) The Chamber shall maintain supplies, equipment and an office from which its personnel shall work in order to effectively carry on tourism promotion and development, the annual cost of which shall be included in the Chamber's annual tourism promotion and development budget approved by the Tourism Board.
- (3) The Chamber shall develop and maintain a separate state-of-the-art City tourism website, which shall provide information and inclusions as directed pursuant to this Agreement, as well as links to the City of Sheboygan and other preferred tourism sites.
- (4) The Chamber shall prepare an annual plan and budget for tourism promotion and development which is approved by the Tourism Board and the Common Council.
- (5) The Chamber will exercise its best efforts to encourage cooperation within Sheboygan County for tourism promotion and development.
- (6) The Chamber shall appropriate and spend room tax funds in compliance with Sec. 66.0615,

Wis. Stats. and consistent with expenditure practices by tourism entities throughout Wisconsin. The Chamber shall maintain accurate records as to all room tax expenditures incurred by it pursuant to this Agreement as well as room tax revenues received.

(7) The Tourism Board, through the Chamber's Executive Director or designee, shall provide to the City's Common Council an annual marketing plan overview and an annual tourism economic impact report and such other related information as the Common Council may from time to time request.

B. Compensation. In consideration of the Services provided by the Chamber, pursuant to I.A. above, the City agrees to pay the Chamber 70% of the net revenues from room taxes collected by the City after deducting the room tax revenues collected from Blue Harbor Resort and Conference Center and the Blue Harbor condominiums (the "Compensation"). Payments shall be made on or before the last day of February, May, August and November of each calendar year of the term of this Agreement. Actual room tax revenues collected by the City shall include the payments of gross tax liability but shall exclude any amounts received by the City as penalties or interest.

C. Approved Budget. Not later than August 1 of each calendar year, the Chamber shall prepare a preliminary pro forma budget outlining general scope of work which delineates the proposed Services of the Chamber in tourism promotion and development for the subsequent calendar year as well as the budgeted revenue and expenses from such Services. The proposed budget shall be reviewed and approved by the Tourism Board and submitted to the City's Common Council for approval. Until the Common Council has approved the proposed budget in writing, no compensation shall be payable by the City to the Chamber for that budget year.

D. Sheboygan Tourism Board.

(1) The Chamber shall establish a Sheboygan Tourism Board ("Tourism Board") which provides

direction and oversight on the efforts of the Chamber in providing the Services. The Tourism Board shall consist of the City's Mayor and Director of Planning & Development, or their designees, a representative from the Chamber appointed by the Board of Directors of the Chamber, the Harbor Centre Business Improvement District Manager or designee, and the following representatives identified by the Chamber and approved by the Tourism Board:

- (a) Two (2) representatives from separate City lodging facilities;
- (b) One (1) non-lodging representative of a business primarily involved in tourism activities;
- (c) The Chairperson of the City's Marina, Parks/Forestry Board; and
- (d) The Chamber Executive Director and One (1) representative of a major countywide attraction having a direct impact on increasing overnight stays in the City of Sheboygan.

All members of the Tourism Board shall be voting, except for the representatives in (1)(d) above whom shall serve as ex-officio non-voting board members.

- (2) Said Tourism Board shall not constitute nor be deemed a tourism commission for purposes of Sec. 66.0615, Wis. Stats. While recognizing that the Chamber Board of Directors has ultimate responsibility for the Services provided by the Chamber pursuant to this Agreement and any personnel hired by the Chamber to carry out Services, the Chamber does represent that its intention is the Chamber's Board of Directors shall give due deference to the decisions and recommendations of the Tourism Board. The Tourism Board shall elect a Chair to a one (1) year term. The Chair will set the frequency of meetings, set meeting agendas, and coordinate the review and approval processes for the budget and

marketing activities. The Chamber shall include and notify the City's mayor or designee to participate in Chamber Executive Committee discussions when tourism topics or issues are included in the Chamber Executive Committee's monthly meeting agenda.

- (3) The Tourism Board shall define, review and approve goals, objectives and measurement criteria included in the Chamber's annual plan for tourism promotion and development.

II. Event Management Services.

A. The Chamber shall assume responsibility for sponsorships, organizing, promoting and executing the Independence Day Celebration ("IDC") and such number of summer Wednesday evening Sheboygan Pops Concerts in Fountain Park as agreed by the City and Chamber (collectively the "Events") as follows:

- (1) Logistics. The Chamber will coordinate and manage all pre-event logistics and supplier services and needs, on-site management, sponsorship fulfillment and post-event functions for the Events. All agreements with third parties for services or needs for the Events shall be by and between the third party and the Chamber. The services will include without limitation:

- (a) Coordinating parade entry and management of the IDC parade, including coordination of line-up, route management, on-site management, parade marshal coordination, parade judges, winner acknowledgement and official parade announcements.

- (b) Negotiation for services and management of all necessary suppliers such as porta-potty/metro needs for the parade, the lakeshore parks and fireworks viewing areas, children and family entertainment (i.e. inflatables), tent, fencing, seating and logistical setup, electrical fulfillment, musical entertainment and logistics including lights, sound and staging, vendor coordination and

specifications for county health code and general safety, signage and promotional material for sponsor fulfillment and public management, advertising production and placement for event promotion and/or public service announcements and any other supplier relationships that may be necessary to successfully manage the IDC.

- (c) Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Department of Public Works and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services, including but not limited to public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, crowd control, etc.
 - (d) The Chamber agrees to handle all permits, requests to Common Council, reservations to the Department of Public Works, and any other permits, licenses or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.
 - (e) The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.
 - (f) The Chamber shall have no responsibility for the procurement, running or displaying of fireworks.
- (2) Sponsorship. The City shall be responsible for securing funding for the IDC through sponsorships. The Chamber shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the

sponsoring individual, organization or company to procure funds for the IDC. The City and Chamber may also solicit members of the Tourism Board to assist in the procurement of sponsorships for the IDC. The Chamber shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC.

- (3) IDC Cost. The Chamber shall create a budget to be submitted to the City no later than March 31 for the year's IDC. The budget shall outline all anticipated event costs including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The proposed budget shall be reviewed and approved by the City prior to the Chamber providing further Services. In the event sponsor funding exceeds expenses for an IDC, the Chamber will hold the excess funds for the next year's IDC or pay the excess funds to the City for future IDC expenses. In the event that sponsor funding falls short of covering event expenses, the Chamber will work with the City on budget cut decisions, and the City shall have responsibility for covering any shortfall. A final profit and loss statement for the IDC shall be presented to the City following the IDC and after all invoices have been received, but no later than September 1.
- (4) Additional City Services. The City recognizes the IDC requires use of City land and services. The City agrees to provide use of the following for the IDC at no cost:
 - (a) Use of Deland Park, including pavilions, shelters and structures, for the IDC.
 - (b) Use of City streets and lots, upon approval of parade permit submitted by the Chamber and approved by the Sheboygan Police Department, as necessary for parade staging and route commencement.
 - (c) Appropriate police aid for traffic

control and crowd control throughout the IDC.

- (d) Appropriate support and equipment from the Department of Public Works for park maintenance, picnic tables, grills, and any other equipment under the purview of the department for use during the IDC.

III. General Provisions.

- A. Term. This Agreement shall be for a one (1) year term beginning January 1, 2015 and ending December 31, 2015, and shall automatically renew for successive annual periods unless a notice of nonrenewal is given by either party to the other at least four (4) months prior to the end of the then current term.
- B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Should the Chamber fail to have received an approved budget as set forth in Paragraph I.C. above by December 15 of the year in which the budget was submitted for approval, either party may, at its option, declare this Agreement terminated and of no further force and effect. Upon any termination of this Agreement, the City agrees to reimburse the Chamber for any payments made for outstanding obligations to third-party vendors incurred by the Chamber for tourism promotion and development or event management services pursuant to this Agreement.
- C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.
- D. Assignment by Chamber. The Chamber shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

- E. Limitation of Authority. Except as may be specifically provided for with respect to event management services as provided in Section II hereof, the Chamber shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. The Chamber's authority is hereby limited to those duties and responsibilities specifically enumerated herein.
- F. Verification of Expenditures. The Chamber shall submit quarterly financial reports to the City detailing the revenues received and the expenses incurred in furtherance of its obligations under this Agreement. In addition, the Finance Director/Treasurer of the City shall have access to such books and records of the Chamber pertaining to expenditures of room tax monies received hereunder for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public. The City, at its discretion and cost, may request an independent third party financial review.
- G. Release of Claims. In consideration of the City entering into this Agreement with the Chamber, the Chamber hereby irrevocably and unconditionally releases, waives, and fully and forever discharges the City and its respective agents, servants, attorneys, officers and employees (whether past or present) and their respective successors and assigns from any and all claims, liabilities, damages, losses, costs or obligations of any kind or nature whatsoever, including, but not limited to, those for attorney's fees and costs, whether known or unknown, anticipated or unanticipated, which in any way relate to the City's application of the Room Tax Statute, Sec. 66.0615, Wis. Stats., now or in the past, or the City's collection, use and/or distribution of room tax dollars in the past or pursuant to this Agreement, or any renewal thereof.
- H. Nondiscrimination Provision. The parties agree not to discriminate against any employee or applicant for employment on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or the State of Wisconsin or use or nonuse of lawful products off the employer's premises during nonworking hours.

- I. Superseding Effect. As of January 1, 2015, this Agreement shall supersede the Tourism Promotion and Development Agreement dated _____, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

**SHEBOYGAN COUNTY CHAMBER OF
COMMERCE, INC.**

BY: _____
Michael Vandersteen
Mayor

BY: _____
Louis P Gentine II
President

ATTEST: _____
Susan Richards
City Clerk

ATTEST: _____
Betsy Alles
Executive Director

DATED: _____

DATED: _____

III

5.7

Res. No. 136 - 14 - 15. By Alderperson Hammond. January 19, 2015.

A RESOLUTION AUTHORIZING THE REDEMPTION OF GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2006A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has outstanding its General Obligation Promissory Notes, Series 2006A, dated April 15, 2006 (the "2006 Notes");

WHEREAS, the Common Council has determined that it is necessary and desirable to call the 2006 Notes maturing in the year 2015 for redemption on April 1, 2015 with funds of the City on hand;

NOW, THEREFORE, BE IT RESOLVED: The Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that the 2006 Notes maturing in the year 2015 are called for prior payment on April 1, 2015 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Wisconsin Public Finance Professionals, LLC to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

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



10

10-11

EXHIBIT A

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2006A
DATED APRIL 15, 2006

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on April 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2015	\$500,000	3.85%	8210223A6

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 1, 2015.

Said Notes will cease to bear interest on April 1, 2015.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

City of Sheboygan

Resolution Authorizing Redemption of 2006 Notes

Dated: January 22, 2015

**Prepared by: Carol Ann Wirth, President
Wisconsin Public Finance Professionals, LLC**

The final principal payment on the City's 2006 General Obligation Notes is scheduled to be made on October 1, 2015 in the amount of \$500,000. However, the Notes may be prepaid on the next interest payment date, April 1, 2015. This eliminates six months of interest at 3.85% (\$9,625). The 2006 Notes will be paid off with funds included in the 2015 budget. There are no expenses associated with the prepayment, resulting in a net savings of \$9,625 to the City.

The City must notify bondholders at least 30 days in advance of the prepayment and the Notes will cease to bear interest on April 1.

A resolution was prepared by Quarles & Brady for consideration by the Council on February 2nd. The resolution authorizes the prepayment of the Notes on April 1, 2015, and, directs Wisconsin Public Finance Professionals, LLC, ("WPFPP") as Financial Advisor to the City, to provide the required "Notice" to the bondholders.

Upon approval of the resolution, WPFPP shall distribute the Notice to the Depository Trust Company, and will file the Notice on the MSRB's electronic municipal market access system website by mid-February. The last principal and interest payment will be made on April 1st.

Res. No. _____ 14 - 15.

By Alderperson Hammond.
February 4, 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 SOUTH 32ND STREET PAVING PROJECT.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Street Improvements 40033140-631200	\$450,000

ESTABLISH APPROPRIATION FOR STORM SEWER BEACH OUTFALLS ENGINEERING

Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Storm Sewer 40033150-631500	\$30,000
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II

4.6

R. O. No. 185- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a communication from Kristina Gohr for alleged damages to her vehicle when she was hit by and Department of Public Works truck as she was driving.

France



City Clerk

II

11.11

11.11

11.11.11

DATE RECEIVED 11-5-14

RECEIVED BY LS Schwab

CLAIM NO. 23-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 14th 6:22

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: Kristina Gohr
2. Home address of Claimant: 655 Aspen Grove Sheboygan Falls, WI 53085
3. Home phone number: (920) 838-4957
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 9/15/2014 13:42

6. Where did damage or injury occur? (give full description) The department of public works truck hit the back right passenger side of my van. The vehicle now makes lots of noises and is badly dented.

7. How did damage or injury occur? (give full description) I was driving south on N. 9th Street the Department of Public Works truck was stopped loading garbage. I slowed down to pass the truck. The truck ~~was~~ then started to pull off as I passed. The truck then quickly hit the back right passenger side of my vehicle.

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

Property Damage

Property Damage

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").

young.

My two children Jayden and Camden Duxley were both complaining of neck, chest and stomach pain. They saw the doctor the same day. Jayden had visible bruising/marks on upper chest. Camden had visible bruising on his stomach. Both due to lap belt during impact.

11. Name and address of any other person injured: Jermaine Hampton (414) 208-8033

655 Aspen Grove Sheboygan Falls. Went to the ER complaining of leg, back and neck pain.

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

Auto: \$ 5,291.16
 Property: \$ _____
 Personal injury: \$ 2,000.00
 Other: (Specify below) \$ 600 / loss of use or vehicle rental will be needed.
 TOTAL \$ 7,891.16

Damaged vehicle (if applicable)

Make: Kia Model: Sedona Year: 2006 Mileage: 110,000

Names and addresses of witnesses, doctors and hospitals: _____

Sheboygan Pediatric 2920 Superior Avenue Dr. Traeger (920) 458-3331

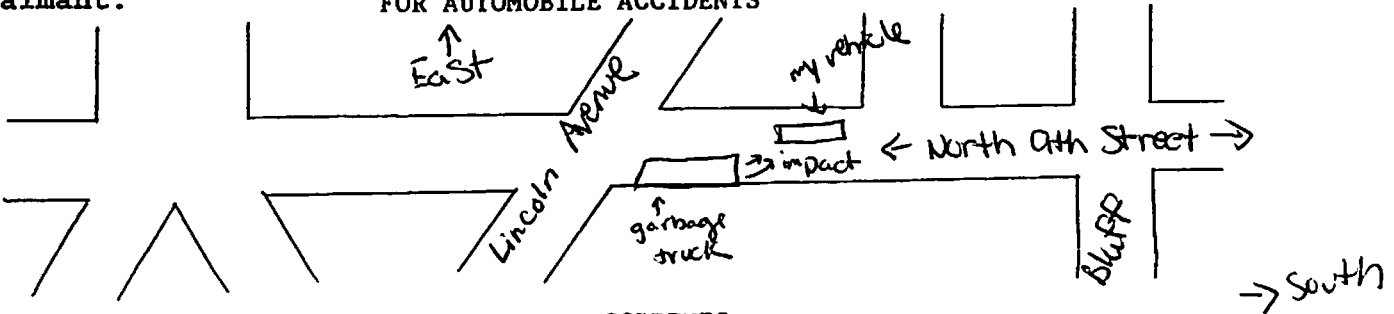
St. Nicholas Hospital 3100 Superior Avenue (920) 459-8300

Emergency Room

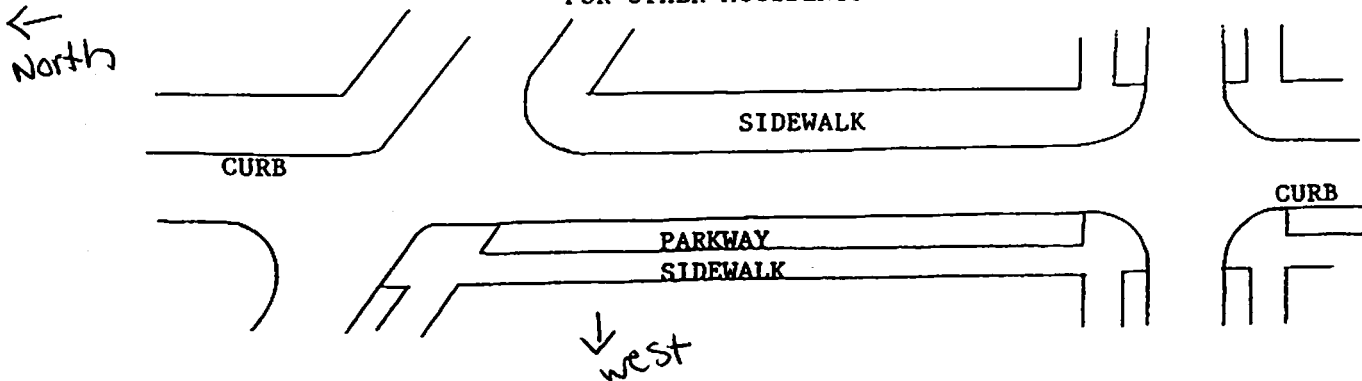
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Kirsten John

Date: 10/21/2014
turnover

#10 continued : Both children now experience anxiety whenever in a vehicle.

DATE RECEIVED 11-5-14

RECEIVED BY LS Schaefer

CLAIM NO. 23-14

NOV 5 14 08 4:22

CLAIM

Claimant's Name: Kristina Gohr

Auto \$ 5,291.16

Claimant's Address: 655 Aspen Grove

Property \$

Sheboygan Falls, WI 53085

Personal Injury \$ 2,000.00

Claimant's Phone No. (920) 838-4957

Other (Specify below) \$ 600.00
loss of use / rental needed

TOTAL \$ 7,891.16

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 \$ 7,891.16.

SIGNED: Kristina Gohr

DATE: 10/21/2014

ADDRESS: 655 Aspen Grove Sheboygan Falls, WI
53085

PK2011

POLICE # C14-17605

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0QV03N		Document Override Number	
Agency Accident Number				Police Number C14-17605					
4 - Accident Date 09/15/2014		5 - Time of Accident (Military Time) 1342		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.	14 - On Street Name N 9TH ST			14 - Bus/Fmt/Rmp		15 - Est. Dist 120	FvMi F	15 - Hwy. Dir SOUTH	
16 - Fr/At Hwy No.		16 - From/At Street Name LINCOLN AVE			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude			13 - Longitude		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE. SAME DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITUMINOUS) - 2			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition WET			118 - Weather RAIN			
9 <input type="checkbox"/> Hit and Run	9 <input type="checkbox"/> Government Property		9 <input type="checkbox"/> Fire	9 <input checked="" type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed			
9 <input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <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		

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel SOUTH		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements			35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number [REDACTED]			30 - State WI	31 - Expiration Year 2015	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name KUNSTMAN JR			25 - First Name EUGENE		25 - Middle Initial ALAN		25 - Suffix	
32 - Date Of Birth [REDACTED]		33 - Sex MALE						
26 - Address Street & Number [REDACTED]						26 - PO Box		
27 - City [REDACTED]			27 - State [REDACTED]	27 - Zip Code [REDACTED]		28 - Telephone Number [REDACTED]		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)					40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing MERGING			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors FAIL-TO-YIELD-RIGHT-OF-WAY								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

PK2011

81 - Drugs Reported
124 - Highway Factors NARROW-SHOULDER, OTHER

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type STRAIGHT-TRUCK-(INSERT TRUCK)				22 - Total Occupants 2
	56 - License Plate Number [REDACTED]	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number [REDACTED]	
	50 - Year 2013	51 - Make PTRB	52 - Model GARBAGE	53 - Body Style CB	54 - Color WHI	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage FRONT DRIVER SIDE					
	95 - Extent Of Damage VERY-MINOR	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 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 (920) 459-3442 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 Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel SOUTH	24 - Speed Limit 26
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
29 - Driver's License Number G6005128483904		30 - State WI	31 - Expiration Year 2017	34 - On Duty Accident		
25 - Operator/Pedestrian Last Name GOHR			25 - First Name KRISTINA		25 - Middle Initial L	25 - Suffix
32 - Date Of Birth 09/19/1984		33 - Sex FEMALE				

PK2011

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number 655 ASPEN GROVE				26 - PO Box	
	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number (920) 838-4957 EXT.	
	39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location	92 - Pedestrian Action		
	119 - What Driver Was Doing OVERTAKING-ON-LEFT		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors LEFT-OF-CENTER					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
	91 - Drugs Reported					
	124 - Highway Factors OTHER					

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 6
	56 - License Plate Number 501VAM		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number KNDMB233266033181
	50 - Year 2006	51 - Make KIA	52 - Model SEDONA EX/	53 - Body Style VN	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage REAR PASSENGER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name GOHR		46 - First Name CATHY		46 - Middle Initial J	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number 655 ASPEN GROVE				47 - PO Box	
	48 - City SHEBOYGAN FALLS		48 - State WI	48 - Zip Code 53085		49 - Telephone Number (920) 838-4957 EXT.

Insurance

PK2011

INS 02	63 - Liability Insurance Company ACUIITY, A MUTUAL INSURANCE CO		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name GOHR		61 - Policy Holder First Name CATHY
	61 - Policy Holder Company		

School Bus

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

Occupant

OCCUPANT 01	<input type="checkbox"/> Address Same As Operator				
	65 - Unit No 01	66 - Occupant Last Name BRILL	66 - First Name JASON	66 - Middle Initial J	66 - Suffix
	68 - Address Street & Number [REDACTED]		68 - PO Box		
	68 - City [REDACTED]		68 - State [REDACTED]	68 - Zip Code [REDACTED]	
	67 - Date of Birth [REDACTED]		69 - Sex [REDACTED]		
	PASSENGER-IN-OTHER-UNENCLOSED-PASSENGER-OR-CARGO-ARE			72 - Safety Equipment NONE-USED-VEHICLE-DRIVER/OCCUPANT	
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NOT APPLICABLE	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space			

Occupant

OCCUPANT 02	<input type="checkbox"/> Address Same As Operator				
	65 - Unit No 02	66 - Occupant Last Name HAMPTON	66 - First Name JERMAINE	66 - Middle Initial A	66 - Suffix
	68 - Address Street & Number [REDACTED]		68 - PO Box		
	68 - City [REDACTED]		68 - State [REDACTED]	68 - Zip Code [REDACTED]	
	67 - Date of Birth [REDACTED]		69 - Sex MALE		
	71 - Seat Position FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)			72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NON-DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space			

Occupant

OCCUPANT 03	<input checked="" type="checkbox"/> Address Same As Operator				
	65 - Unit No 02	66 - Occupant Last Name [REDACTED]	66 - First Name [REDACTED]	66 - Middle Initial [REDACTED]	66 - Suffix
	68 - Address Street & Number [REDACTED]		68 - PO Box		
	68 - City [REDACTED]		68 - State [REDACTED]	68 - Zip Code [REDACTED]	
	67 - Date of Birth [REDACTED]		69 - Sex [REDACTED]		
	SECOND-SEAT-LEFT-SIDE-(MC/BIKE PASSENGER, TRAIN BREAKMA			72 - Safety Equipment CHILD-SAFETY-SEAT-USED	
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NOT APPLICABLE	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space			

PK2011

76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space
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Occupant

OCCUPANT 04	<input checked="" type="checkbox"/> Address Same As Operator					
	65 - Unit No 02	66 - Occupant Last Name [REDACTED]	66 - First Name [REDACTED]	66 - Middle Initial [REDACTED]	66 - Suffix	
	68 - Address Street & Number [REDACTED]			68 - PO Box		
	68 - City [REDACTED]			68 - State WI	68 - Zip Code 53085	
	67 - Date of Birth [REDACTED]			69 - Sex FEMALE		
	71 - Seat Position SECOND-SEAT-RIGHT			72 - Safety Equipment CHILD-SAFETY-SEAT-USED		
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag NOT APPLICABLE	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

Occupant

OCCUPANT 05	<input checked="" type="checkbox"/> Address Same As Operator					
	65 - Unit No 02	66 - Occupant Last Name [REDACTED]	66 - First Name [REDACTED]	66 - Middle Initial L	66 - Suffix	
	68 - Address Street & Number [REDACTED]			68 - PO Box		
	68 - City [REDACTED]			68 - State [REDACTED]	68 - Zip Code [REDACTED]	
	67 - Date of Birth [REDACTED]			69 - Sex MALE		
	71 - Seat Position THIRD-ROW-LEFT-SIDE-(SIDECAR: MOTORCYCLE PASSENGER)			72 - Safety Equipment CHILD-SAFETY-SEAT-USED		
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag NOT APPLICABLE	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

Occupant

OCCUPANT 06	<input checked="" type="checkbox"/> Address Same As Operator					
	65 - Unit No 02	66 - Occupant Last Name DUDLEY	66 - First Name CAMDEN	66 - Middle Initial D	66 - Suffix	
	68 - Address Street & Number [REDACTED]			68 - PO Box		
	68 - City [REDACTED]			68 - State [REDACTED]	68 - Zip Code [REDACTED]	
	67 - Date of Birth [REDACTED]			69 - Sex MALE		
	71 - Seat Position THIRD-ROW-RIGHT-SIDE			72 - Safety Equipment CHILD-SAFETY-SEAT-USED		
	70 - Injury Severity N - NO APPARENT INJURY		73 - Airbag NOT APPLICABLE	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED		78 - Agency Space			

Diagram and Narrative

105 - PHOTOS BY OFFICER KRUEGER/DPW
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PK2011

DIAGRAM AND NARRATIVE

UNIT 1 IS A CITY OF SHEBOYGAN GARBAGE TRUCK WHICH HAD STOPPED IN FRONT OF 1814 N. 9TH ST. FOR COLLECTION. UNIT 1 WAS CANTED AT AN ANGLE FACING SSW. THE ROADWAY IS 40 FEET WIDE AND THERE WAS A TOYOTA VAN PARKED DIRECTLY IN FRONT OF UNIT 1. ACROSS FROM AND ONE CAR LENGTH NORTH OF THE TOYOTA VAN WAS A PARKED FORD EXPLORER. UNIT 2 WAS SB ON N. 9TH ST. APPROACHING UNIT 1. UNIT 2 WAS PROCEEDING TO PASS BY UNIT 1 ON THE LEFT AS UNIT 1 STARTED TO MOVE FORWARD. THE LEFT FRONT BUMPER OF UNIT 1 SIDESWIPED THE RIGHT BACK QUARTER PANEL OF UNIT 2. BOTH UNITS HAD MOVED FROM THE POINT OF IMPACT AND THERE WAS NO DEBRIS/MARKS FOUND IN THE ROADWAY TO PINPOINT THE EXACT LOCATION OF IMPACT. #213

Officer Information

OFFICER INFORMATION	125 - Officer Last Name KRUEGER		125 - First Name BRIAN		125 - Middle Initial		131 - Officer ID 213		
	129 - Law Enforcement Agency No 5961		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT						
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST								
	127 - City SHEBOYGAN			127 - State WI		127 - Zip Code 53081		128 - Telephone Number (920) 459-3333 EXT.	
	132 - Date Notified 09/15/2014		133 - Time Notified (Military Time) 1342		134 - Time Arrived (Military Time) 1350		135 - Date Of Report 09/15/2014		
	Agency Accident Number		Police Number C14-17605		19 - Special Study				
	18 - Agency Space CAR 14 NO VIDEO								

Truck and Bus

136 <input checked="" type="checkbox"/> A truck or truck combination > 10,000 lbs GVWR/GCWR		136 <input type="checkbox"/> Any vehicle displaying a hazardous materials placard	
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			

PK2011

TRUCK/BUS

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		

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

*** PRELIMINARY ESTIMATE ***

10/08/2014 06:35 PM

Owner

Owner: KRISTINA GOHR
Address: 655 ASPEN GROVE
City State Zip: Sheboygan Falls, WI 53085
Email: gohrkl19@yahoo.com

Work/Day: (920)838-4957
FAX:

Inspection

Inspection Date: 10/08/2014 06:33 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Right Rear Side
Driveable: Yes

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

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 5

Remarks

*** Original Estimate ***

Vehicle

2006 Kia Sedona LX 4 DR Passenger Van
6cyl Gasoline 3.8
5 Speed Automatic

Lic.Plate: 501-VAM
Lic Expire:
Prod Date: 11/2005
Veh Insp# :
Condition:
Ext. Color: VELVET BLUE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K5

Lic State: WI
VIN: KNDMB233266033181
Mileage: 110,919
Mileage Type: Actual
Code: KA614B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

7 Passenger Seating
Anti-Lock Brakes
Dual Air Conditioning

AM/FM CD Player
Center Console
Dual Airbags

Alarm System
Cruise Control
Head Airbags

Heated W/S Wiper Washers	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Side Airbags	Sliding Driver Side Door
Stability Cntrl Suspensn	Tachometer	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
<u>Stripes And Mouldings</u>										
1	RI	198		Mldg,Rear Door Side RT	R & I Assembly				0.3	SM
2	E	343		Guard,Stone RT	877664D000	\$26.10				SM
3	L	343		Guard,Stone RT	Refinish				0.1	RF
					0.1 Surface					
<u>Front Suspension</u>										
4	N	970		Susp Align,4 Wheel	Additional Labor				1.5*	SM*
<u>Rear Doors</u>										
5	BR	288		Door Shell,Sliding RT	Blend Refinish				1.5	RF
					1.0 Blend					
					0.5 Two-stage					
6	RI	274		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
7	RI	330		Tape,Rear Door RT	R & I Assembly				0.5	SM
8	RI	306		Handle,Sliding Dr Oute RT	R & I Assembly				0.2	SM
<u>Quarter And Rocker Panel</u>										
9	BR	179	13	Panel,Bodyside Otr Upr RT	Blend Refinish				1.9	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
10	BR	630		Panel,Rocker Rear RT	Blend Refinish				0.7	RF
					0.5 Blend					
					0.2 Two-stage					
11	E	353	07	Panel,Bodyside Rear RT	711234D510	\$1,107.40			27.1	SM
12	L	353		Panel,Bodyside Rear RT	Refinish				6.0	RF
					3.0 Surface					
					2.0 Edge					
					1.0 Two-stage					
<u>Inner Quarter & Panels</u>										
13	I	528	07	Panel,Bodyside Inner RT	Repair				3.0*	SM
14	L	528		Panel,Bodyside Inner RT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
15	E	302		Shield,Quarter Inner RT	868224D001	\$66.45			0.3	SM
<u>Rear Bumper</u>										
16	EC	576		Cover,Rear Bumper	Replace Economy	\$313.00*			0.7	SM
17	L	576		Cover,Rear Bumper	Refinish				3.1	RF
					2.6 Surface					
					0.5 Two-stage					
18	E	578		Brkt,Rear Bumper Mtg RT	866224D000	\$14.35			INC	SM
<u>Manual Entries</u>										
19	L	M14		Corrosion Protection	Refinish				0.2*	RF

20	EC	Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
21	EC	Pinstripes-Tape	Replace Economy	\$38.00*	0.3*	SM
22	EC	Flex Additive	Replace Economy	\$6.50*		RF
23	N	De-Nib and polish	Additional Labor			SM*
24	EC	Ureth,adhes,bonding kits	Replace Economy	\$45.00*		SM
25	N	Hazad, waste	Additional Labor	\$5.00*		SM
26	N	CLEAN & RETAPE MLDG	Additional Labor	\$5.00*	0.3*	SM*
26 Items						

MC Message

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

Estimate Total & Entries

Gross Parts	\$1,214.30
Other Parts	\$417.50
Paint Materials	\$536.40
Parts & Material Total	\$2,168.20
Tax on Parts & Material @ 5.000%	\$108.41

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	29.8	4.8	34.6	\$2,006.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	14.9		14.9	\$864.20
Paint Materials	\$36.00				
Labor Total				49.5 Hours	\$2,871.00
Tax on Labor @ 5.000%					\$143.55
Gross Total					\$5,291.16
Net Total					\$5,291.16

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

Audatex Estimating 7.0.334 ES 10/08/2014 06:45 PM REL 7.0.334 DT 09/01/2014 DB 10/01/2014
Copyright (C) 2013 Audatex North America, Inc.

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

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST

INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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

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

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check



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

*** PRELIMINARY ESTIMATE ***

10/07/2014 02:17 PM

Owner

Owner: KRISTINA GOHR
Address: 655 ASPIN GROVE
City State Zip: Sheboygan Falls, WI 53085

Work/Day: (920)838-4957
FAX:

Inspection

Inspection Date: 10/07/2014 02:18 PM

Inspection Type:

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

Appraiser License #:

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

Repairer

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

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

Vehicle

2006 Kia Sedona EX 4 DR Passenger Van
6cyl Gasoline 3.8
5 Speed Automatic

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

VIN: KNDMB23326603181
Mileage: 110,000
Mileage Type: Actual
Code: KA614C
Int. Refinish: Two-Stage

Options

7 Passenger Seating
Anti-Lock Brakes
Cargo/Trunk Net
Cruise Control
Dual Power Seats
Head Airbags
Heated Windshield
Leather Steering Wheel
Overhead Console
Power Steering
Rear Window Defroster
Side Airbags
Tachometer
Traction Control System
Wood Interior Trim

Alarm System
Automatic Dimming Mirror
Center Console
Dual Air Conditioning
Fog Lights
Heated Power Mirrors
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Windows
Rear Window Wiper/Washer
Sliding Driver Side Door
Tilt Steering Wheel
Trip Computer

Aluminum/Alloy Wheels
Bodyside Cladding
Compact Disc W/Tape
Dual Airbags
Garage Door Opener
Heated W/S Wiper Washers
Keyless Entry System
MP3 Player
Power Door Locks
Privacy Glass
Roof/Luggage Rack
Stability Cntrl Suspensn
Tinted Glass
Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Rear Doors									
1	BR	288	13	Door Shell,Sliding RT	Blend Refinish 1.1 Blend 0.6 Two-stage setup 0.5 Two-stage			2.2	RF
Quarter And Rocker Panel									
2	L	632		Panel,Quarter RT	Refinish			INC	RF
3	EU	353	07	Panel,Bodyside Rear RT	Replace Recycled	\$400.00*	+25.00	27.4	SM
4	L	353		Panel,Bodyside Rear RT	Refinish 3.5 Surface 2.0 Edge 1.1 Two-stage			6.6	RF
Rear Bumper									
5	EC	576		Cover,Rear Bumper	Replace Economy	\$285.00*		0.7	SM
6	L	576		Cover,Rear Bumper	Refinish 2.6 Surface 0.5 Two-stage			3.1	RF
7	E	578		Brkt,Rear Bumper Mtg RT	866224D000	\$14.35		INC	SM
Manual Entries									
8	EC	M14		Corrosion Protection	Replace Economy			0.3*	RF
9	EC	M17		Cover Car Exterior	Replace Economy	\$5.00*			RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
11	N			D-TRIM	Additional Labor			6.0*	SM*
>> D-TRIM QUARTER									
11	Items								

MC Message

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

Estimate Total & Entries

Gross Parts	\$14.35	
Other Parts	\$690.00	
Paint Materials	\$439.20	
Line Item Markup	\$100.00	
Parts & Material Total		\$1,243.55
Tax on Parts & Material	@ 5.000%	\$62.18

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	28.1	6.0	34.1	\$1,977.80
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$58.00	12.2		12.2	\$707.60
Paint Materials	\$36.00				

Labor Total		46.3 Hours	\$2,685.40
Tax on Labor	@ 5.000%		\$134.27

Sublet Repairs		\$3.00	
Tax on Sublet	@ 5.000%	\$0.15	
Gross Total			\$4,128.55
Net Total			\$4,128.55

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

Audatex Estimating 7.0.334 ES 10/07/2014 02:22 PM REL 7.0.334 DT 09/01/2014 DB 10/01/2014
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2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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II

4.2

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

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

Finance

Lisa Richards

City Clerk

II

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 9 '14 10:57

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

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

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

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

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

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

(a) Name of such officer or employee, if known: Dan R. Kruer

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

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

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

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

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

No injuries

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 262.50

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

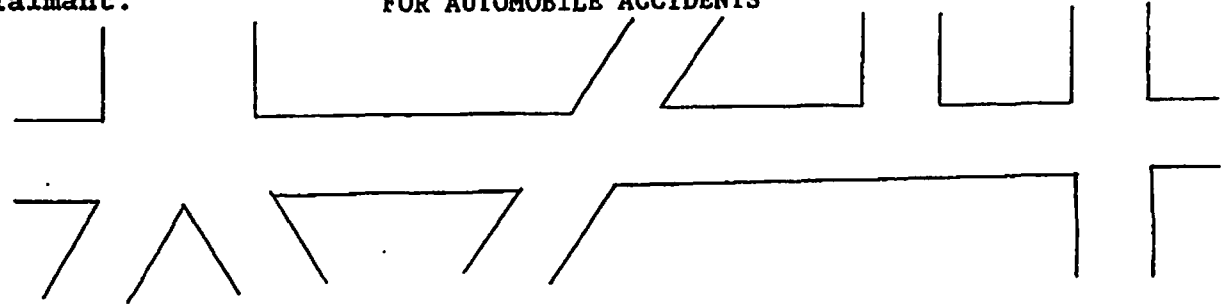
Damaged vehicle (if applicable) Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

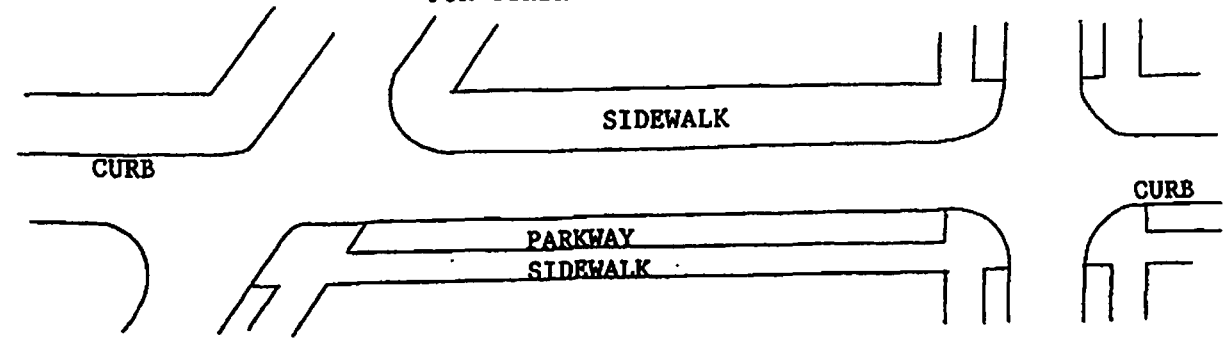
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT Kendra Johns

Date: 12-10-2014

RECEIVED 12-9-14

RECEIVED BY LS Schroeder

CLAIM NO. 2414

CLAIM

D-0307641103

Claimant's Name: Jeffrey Johnson
Claimant's Address: 627 S. 26th St.
Sheboygan WI 53081
Claimant's Phone No. 920-458-9750

Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ 262.50
TOTAL \$ 262.50

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 262.50.

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

SIGNED: Kendra Johnson
ADDRESS: 627 S. 26th St
Sheboygan WI 53081

DATE: 12/8/14

WORK ORDER

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

Bill 920-377-0627

Customer No.

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

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

Add'l Work Authorized By Name: | Not To Exceed \$: | Estimated Price \$: | Please pay technician at time of service or a \$10.00 billing fee will be added to invoice. | Address: Same | City/Zip: | Time Promised: AM PM | Phone When Ready: Yes No

INSTRUCTIONS: WATER coming IN From FLOOR DRAIN



DM &
PLUMBING & HEATING CO., INC.
1020 MICHIGAN AVENUE • SHEBOYGAN, WI 53081
(920) 452-9666 • FAX (920) 452-3357
www.dmplbg.com

MP5602 | Labor Rate Based On: Regular Emergency \$ _____ per hour

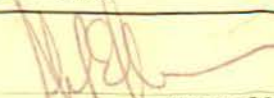
Res. Phone: | Bus. Phone: 920-458-9750 | Extension: | Cell Number:

QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE
3 TOTAL				2 TOTAL				1 TOTAL			

CREDIT CARD: Visa MC AMEX

Service Date: | Service Tech: BEEN 2 hrs | Diagnostic Fee: | Tools & Supplies: | Parts Total 1, 2, & 3: | Bldg. Sewer Opening: | Drain Opening: | Add'l. Drains: | INSTALLATION TOTAL: 250.00 | Subtotal: | Tax: 12.50 | **CUSTOMER PAYS** 262.50

Service Tech. Comments: I PULLED MANHOLE'S NORTH OF RESIDENCE AND FOUND 2- MANHOLES HAD STANDING WATER. WE CALLED CITY DISPATCH AND GOT DPW TO COME OUT AND SET SEWER MAIN TO OPEN UP SEWER

Model Number: | Serial Number: | Initials: | CUSTOMER SIGNATURE: 

Payment made by: Cash Credit Card Check

KBAER DESIGN CENTER
KITCHEN & BATH DESIGN STUDIO

To the best of my knowledge, the above has been completed to my satisfaction. Furthermore, I have read and understand your terms and conditions on the reverse side of this page.

S# 113768

THANK YOU

TERMS AND CONDITIONS

I. TERMS OF PAYMENT.

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

II. REMEDIES FOR NONPAYMENT.

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

III. LIMITATIONS OF LIABILITY.

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

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

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

IV. COMPLETE AGREEMENT.

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

V. APPLICABLE LAW AND VENUE.

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

VI. SEVERABILITY.

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