

**II**  
R. O. No. 137 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a claim from James Passmore for alleged damages to his garage when it was hit by a City of Sheboygan garbage truck.

FHP  
\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

MAR 31 2023

RECEIVED BY

MKC

CLAIM NO.

28-22

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: James Passmore
2. Home address of Claimant: 1422 N 10th Sheb WI 53081
3. Home phone number: 920-946-4115
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 1-30-23 8am
6. Where did damage or injury occur? (give full description) Garbage Truck  
Hit my garage with Forks From Truck
7. How did damage or injury occur? (give full description) Garbage Truck  
Hit my Garage with Forks From Truck
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

NO Injuries

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

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

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

Property: \$ 955.00

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

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

TOTAL \$ 955.00

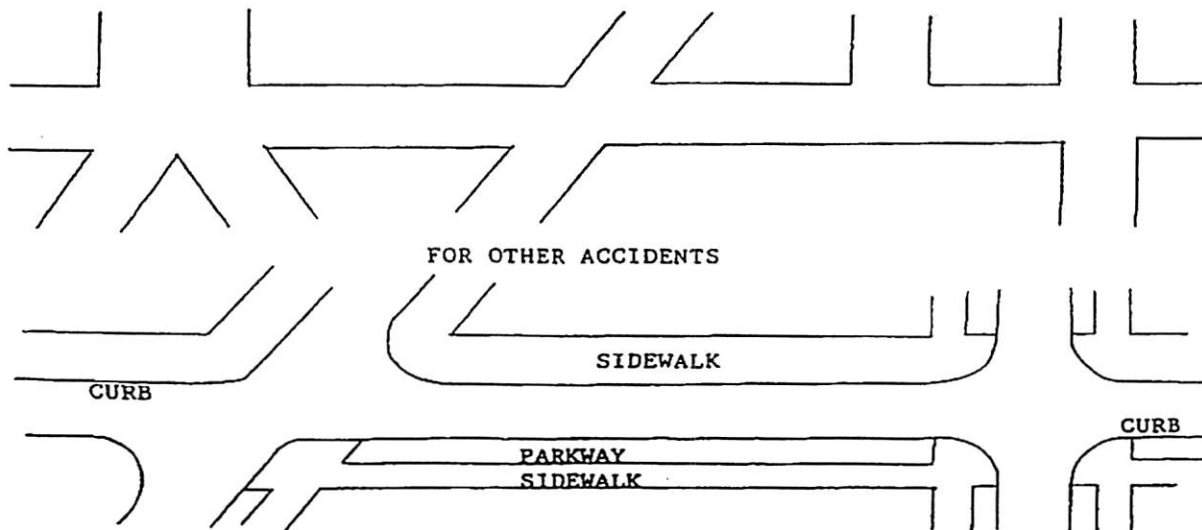
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT

Jan T. Pan

DATE

3-31-23

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name:	<u>James Passmore</u>	Auto	\$ _____
Claimant's Address:	<u>1422 N 10th</u>	Property	\$ <u>955.00</u>
	<u>Sheb WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-946-4115</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	<b>\$ <u>955.00</u></b>

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 \$ 955.00.

SIGNED Jan T Passmore

DATE: 3-28-23

ADDRESS: 1422 N 10th Sheb WI 53081

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



The Genuine. The Original.



Overhead Door Co. of  
the Central Lakeshore

# PROFESSIONAL DOOR SYSTEMS, INC.

2602 Georgia Avenue  
P.O. Box 1408  
Sheboygan, WI 53082-1408  
(920) 452-2972 \* (800) 924-1737  
www.lakeshoredoor.com

The Genuine. The Original.



Overhead Door Co. of  
Sheboygan/Manitowoc  
Fond du Lac

## Invoice

Date: 1/31/2023

Invoice No.: 114872

Bill to: James Passmore  
1422 N. 10th Street  
Sheboygan, WI 53081

Service at:

ID/Account #: PassmoreJa

Contact/Callers Name:

Work Order: Work Order 125592

Phone Number: 9209464115

Service #: 303

Cell Number:

Terms: NET 30

PO Number:

1/30/23  
Re-aligned tracks  
reprogram operator  
Lubricated door

Material and labor: \$85.00

Note: customer stated building was hit by garbage truck, which he has video

PROFESSIONAL  
DOOR SYSTEMS, INC.

FEB 21 2023

PAID  
CK. # Cash AMT. \$ 85.00

A 4% Convenience Fee/Surcharge will be added to all debit/credit card purchases.

We sincerely appreciate the opportunity to have served you!

Subtotal:	85.00
Sales Tax:	0.00
Total Due:	85.00

Past Due accounts will be charged 1-1/2% per month on unpaid balances - 18% annual percentage rate.







# **B Butzen Contracting, LLC**

1825 Erie Avenue, Sheboygan, WI 53081

Telephone 920-458-5360

Fax 920-458-9711

**James Passmore  
1422 N. 10<sup>th</sup> Street  
Sheboygan, WI 53081**

**February 25, 2023**

**Re: Garage Repair**

**920-946-4115**

Dear, James

As per your request, this proposal is for the repair of the south east corner of your residential garage which was struck by the city of Sheboygan garbage truck. Upon acceptance of this proposal, the following will apply.

1. Shoring and raising corner of garage for straightening and plumbing of pushed in walls as needed.
2. Remove damaged vinyl siding corner to be replaced.
3. Remove damaged vinyl siding pieces as needed to be replaced.
4. Replace any damaged wood as needed.
5. Straightening and plumbing of two walls as needed.
6. Install new anchor bolts through bottom plate of wall and into concrete floor as needed.
7. Install new vinyl siding sections removed as needed. (Matching color as close as possible.)
8. Clearing site of all job related debris.
- 9.

**Price: \$870.00**

## **TERMS OF CONTRACT**

- 1- The above quoted price does not include any work other than that work specifically stated above. Additional work would be completed on a Time and Materials basis with prior notification.
- 2- Unless purchased by homeowner, permit fee will be added to final billing.
- 3- Payment shall be due in full upon completion and receipt of billing for this project.

Should you have any questions concerning this proposal, please contact our office during normal business hours. If the above proposal is agreeable, please sign and return one copy to us so that we may schedule this project. Thank you for the opportunity to provide you with this quote.

**ACCEPTANCE OF THE ABOVE PROPOSAL IS INDICATED BY SIGNATURE BELOW**



February 22, 2013

James Farnsworth  
 1422 N. 10th Street  
 Sheboygan, WI 53081

930-1111

Re: Garage Repair

Dear James:

As per your request, this proposal is for the repair of the south east corner of your residential garage which was struck by the city of Sheboygan's garbage truck. Upon acceptance of this proposal, the work will begin.

1. Repair and install exterior of garage for strengthening and painting of finished in white as needed.
2. Replace damaged vinyl floor as needed to be replaced.
3. Replace damaged vinyl floor as needed to be replaced.
4. Replace damaged vinyl floor as needed.
5. Reinforcement and cleanup of two walls as needed.
6. Install new interior floor through bottom plate of wall and into concrete floor as needed.
7. Install new vinyl siding as needed. Siding color as close as possible.
8. Cleanup site of all job related debris.

**Price: \$2,700.00**

**TERMS OF CONTRACT**

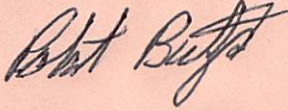
- 1- The above quoted price does not include any work that is not specifically stated above. Additional work would be charged at a time and material cost with no markup.
  - 2- The above quoted price does not include any work that is not specifically stated above. Additional work would be charged at a time and material cost with no markup.
  - 3- Payment of \$500.00 is due at full completion and receipt of bill for the project.
- Should you have any questions regarding this proposal, please contact our office during normal business hours. It is our policy to not accept payment until the work is completed. We are not responsible for the accuracy of the information provided in this proposal. We are not responsible for the accuracy of the information provided in this proposal.

ACCEPTANCE OF THE ABOVE PROPOSAL IS INDICATED BY SIGNATURE BELOW



DATED \_\_\_\_\_ SIGNED \_\_\_\_\_

Respectfully,

A handwritten signature in dark ink, appearing to read "Robert Butzen", written in a cursive style.

**ROBERT BUTZEN**  
-Estimator-



## CONTRACT TERMS AND CONDITIONS

The person that has signed this Construction Contract accepts all of the conditions as stated on this Construction Contract and all of the following terms:

Payment will be due upon completion of the contracted work, or in any other time frame that has been stated on the Contract, no exceptions will be made.

Payment will be due on the day specified by this Contract and shall be paid upon receipt of invoice, regardless of any extenuating circumstances, including any complaints or disputes regarding the completed contracted work. Any complaints or disputes regarding the contracted work will be negotiated only after payment has been made in full as contracted. Non-payment of any monies, as per Contract, will null and void any Warrantee or Guarantees.

If the payment terms and conditions are not followed as stated, B Butzen Contracting, LLC. will exercise its legal rights to collect all contracted monies, as per the following:

- Charge 18% Interest or 1.5% Interest per month, charged on a daily basis until the full amount of the contracted amount has been paid, starting from the date that the work was completed as per contract.
- Charge a rebilling fee of \$5.00 per Statement or Invoice sent out.
- Charge all legal or any other fees incurred in the collection of the monies owed to B Butzen Contracting, LLC. pertaining to this signed Construction Contract.
- File a Construction Lien on the property that the work has been completed on, if payment is not made as agreed to the signed Contract.

Time and Materials: Unforeseen work, i.e. deterioration, excessive moisture, dry rot, or insect damage, shall be repaired only if necessary to satisfactorily complete a project as contracted in a professional manner. Additional work shall be completed per written Change Order.

Due to weather extremes, our inability to control raw product quality, and customer use of concrete slabs, B Butzen Contracting, LLC. will not Warrantee our installed concrete work in any way including cracking, popping, spalling, heaving, or any color variations of the surface. B Butzen Contracting, LLC. will not be responsible for any vandalism to the surface of newly installed concrete after the final finish has been completed.

B Butzen Contracting, LLC. will not be responsible for weather related damage claims to property prior to, during, or after the completion of a project.

B Butzen Contracting, LLC. is not responsible for the performance of any materials or products installed by us. We do not give any performance Warrantees or Guarantees of any type on the material or products that we use or install.

The Owner of the property, requesting specified work against the judgment/recommendation of B Butzen Contracting, LLC, must sign a Waiver of Responsibility prior to start of the said work.

All prices listed on this Contract shall be valid for 30 days after Contract date.

The Contract shall be completed within a time period of 270 days or as stated on the Contract.

The Contract contains the entire agreement of the parties. No project shall be started prior to provision of actual signed contract to B Butzen Contracting, LLC. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding unless a written Change Order is presented and agreed upon by both parties. No modification or waiver shall be deemed effected by any acknowledgment of confirmation containing other or different terms. 11/01/2017