TWENTY-SIXTH REGULAR COMMON COUNCIL MEETING AGENDA

April 18, 2022 at 6:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

"The best preparation for tomorrow, is doing your best today" - H. Jackson Brown Jr.

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscssheboygan.com/vod.

Notice of the 26th Regular Meeting of the 2021-2022 Common Council at 6:00 PM, MONDAY, April 18, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. **Roll Call - Alderperson Felde may attend remotely**

2. **Pledge of Allegiance**

3. **Approval of Minutes**
   Twenty-Fifth Regular Council Meeting held on April 06, 2022

4. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda.

5. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

CONSENT

6. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

7. R. C. No. 280-21-22 by Finance and Personnel Committee to whom was referred various Summons and Complaints; recommends filing the Summons and Complaints.

8. R. C. No. 281-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 331-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 160-20-21 by City Clerk submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee; recommends to file the Petition.

9. R. C. No. 279-21-22 by Finance and Personnel Committee to whom was referred various claims and notice of claims; recommends filing the claims and notice of claims.

10. R. C. No. 288-21-22 by Public Works Committee to whom was referred Res. No. 174-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds; recommends adopting the Resolution.

11. R. C. No. 287-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 42-21-22 by Alderpersons Dekker and Perrella repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue; recommends adopting the Ordinance.

12. R. C. No. 286-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 41-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the southwest corner of Spring Avenue and South 7th Street; recommends adopting the Ordinance.

13. R. C. No. 285-21-22 by Finance and Personnel Committee to whom was referred Res. No. 173-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.; recommends adopting the Resolution.

14. R. C. No. 284-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 138-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue; recommends filing the document.

15. R. C. No. 283-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 175-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order for the purchase of a Multihog CV350 Sweeper for the Sheboygan Parking Utility from Hardline Equipment Inc.; recommends amending the Resolution to correct language to indicate "Sweeper", not "Rescue Engine."

REPORT OF OFFICERS

16. R. O. No. 145-21-22 by City Clerk submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

17. R. O. No. 144-21-22 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under WI Statute 75.521 by Sheboygan County, List of Tax Liens for 2017 and 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

18. R. O. No. 143-21-22 by City Clerk submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

19. R. O. No. 141-21-22 by Chief of Police Christopher Domagalski submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2022

and ending March 31, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE OF THE 2022-2023 COUNCIL

20. R. O. No. 140-21-22 by City Clerk submitting a settlement agreement by and between Sheboygan Paper Box Co. and the Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

21. R. O. No. 146-21-22 by City Clerk submitting a communication from Steve Knaus requesting an encroachment for a concrete approach on St. Clair right of way (Old World Creamery, LLC). REFER TO CITY PLAN COMMISSION

22. R. O. No. 142-21-22 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2022 and ending March 31, 2022. REFER TO THE LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE OF THE 2022-2023 COUNCIL

23. R. O. No. 147-21-22 by City Clerk submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

RESOLUTIONS

REPORT OF COMMITTEES

24. R. C. No. 278-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

25. R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

26. R. C. No. 276-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

27. R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

28. R. C. No. 274-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

29. R. C. No. 273-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 105-21-22 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

30. R. C. No. 272-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

31. R. C. No. 271-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

32. R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

33. R. C. No. 269-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

34. R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

35. R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

36. R. C. No. 266-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

37. R. C. No. 265-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends referring to Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

38. R. C. No. 282-21-22 by Finance and Personnel Committee to whom was referred Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council. REFER TO THE FINANCE AND PERSONNEL COMMITTEE OF THE 2022-2023 COUNCIL

39. R. C. No. 289-21-22 by Public Works Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council. REFER TO THE PUBLIC WORKS COMMITTEE OF THE 2022-2023 COUNCIL

40. R. C. No. 291-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. 322-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referred to the Licensing, Hearings, and Public Safety Committee of the 2022-2023 council. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE OF THE 2022-2023 COUNCIL

41. R. C. No. 290-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 139-21-22 by City Clerk submitting various license applications; recommends granting the applications with various caveats.

GENERAL ORDINANCES

42. Gen. Ord. No. 43-21-22 by Alderperson Dekker granting Old World Creamery, LLC, its successors and assigns, the privilege of encroaching upon described portions of St. Clair Avenue right of way in the City of Sheboygan for the purpose of creating a concrete approach. REFER TO THE CITY PLAN COMMISSION

CLOSED SESSION

43. Motion to convene in closed session pursuant to § 19.85(1)(g), Wis Stats., for the purpose of conferring with legal counsel for the City who is rendering legal advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved related to a request by an individual for certain records, ostensibly pursuant to § 13.45(7), Wis. Stats.

ADJOURN MEETING

44. Motion to Adjourn sine die

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

TWENTY-FIFTH REGULAR COMMON COUNCIL MEETING MINUTES

Wednesday, April 06, 2022

OPENING OF MEETING

1. **Roll Call-**
   Alderpersons present: Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Walton – 8.
   Alderpersons absent and excused: Ackley, Savaglio – 2.

2. **Pledge of Allegiance**

3. **Approval of Minutes**

   MOTION TO APPROVE MINUTES FROM March 21, 2022
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

4. **Confirmation of Mayoral Appointment -**
   Libby Olbrantz to the Mayor's International Committee

   MOTION TO CONFIRM
   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

5. **Presentation-**
   Business Improvement District (BID) by Paul Rudnick, BID President and Heather Cleveland, BID Consultant

6. **Public Forum**
   No one spoke.

7. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

   Motion made by Felde, Seconded by Filicky-Peneski.
   Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

9. R. C. No. 264-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 136-21-22 by City Clerk submitting various license applications; recommends granting the applications.

   MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSES
   Motion made by Felde, Seconded by Filicky-Peneski.

   Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

10. R. C. No. 261-21-22 by Finance and Personnel Committee to whom was referred Res. No. 170-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

11. R. C. No. 262-21-22 by Finance and Personnel Committee to whom was referred Res. No. 171-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes; recommends adopting the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

REPORT OF OFFICERS

12. R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission. REFER TO FINANCE AND PERSONNEL COMMITTEE

13. R. O. No. 138-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

14. Res. No. 173-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

15. Res. No. 174-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

16. R. C. No. 263-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 172-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253; recommends to adopt the Resolution.

    MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
    Motion made by Mitchell, Seconded by Filicky-Peneski.
    Voting Yea: Salazar, Walton, Felde, Perrella, Laster, Filicky-Peneski, Mitchell – 7.
    Voting Abstaining: Dekker – 1.

GENERAL ORDINANCES

17. Gen. Ord. No. 41-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the southwest corner of Spring Avenue and South 7th Street. REFER TO PUBLIC WORKS COMMITTEE

18. Gen. Ord. No. 42-21-22 by Alderpersons Dekker and Perrella repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

19. Res. No. 169-21-22 by Alderperson Dekker officially recognizing the James Madison Neighborhood Association.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Dekker, Seconded by Perrella.
    Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

OTHER MATTERS AUTHORIZED BY LAW

20. R. O. No. 139-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

21. Motion to Adjourn

    MOTION TO ADJOURN AT 6:17 PM
    Motion made by Felde, Seconded by Filicky-Peneski.
    Voting Yea: Salazar, Walton, Felde, Dekker, Perrella, Laster, Filicky-Peneski, Mitchell – 8.

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

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Sheboygan County Administration Building • City's website

VI

R. C. No. 280 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred the below listed Summons and Complaints, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 110-21-22 by City Clerk submitting a Summons and Complaint in the matter of Kevin L. Siehr et al vs. American Family Insurance Company et al.;

2. R. O. No. 87-21-22 by City Clerk submitting a Summons and Complaint in the matter of Shari Lynn Smith vs. City of Sheboygan;

3. R. O. No. 67-21-22 by City Clerk submitting a Summons and Complaint in the matter of Samaria Wright vs. John Rupnick and the City of Sheboygan;

4. R. C. No. 327-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.;

5. R. C. No. 323-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan;

6. R. C. No. 320-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 46-20-21 by City Clerk submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan;

All R. O. 's have been reviewed by staff with the recommendation to file all Summons and Complaints.

_____ _____

_____ _____

_____ _____

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

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R. O. No. 110 - 21 - 22. By City Clerk. December 20, 2021.

Submitting a Summons and Complaint in the matter of Kevin L. Siehr et al vs. American Family Insurance Company et al.

FHP

CITY CLERK

Item 7.

FILED
11-04-2021
Clerk of Circuit Court
Manitowoc County, WI
2021CV000436

STATE OF WISCONSIN **CIRCUIT COURT** **MANITOWOC**

Kevin L. Siehr et al vs. American Family Insurance Company et al

Electronic Filing Notice

Case No. 2021CV000436
Class Code: Personal Injury/Automobile

DEC 15 '21 PM 2:47

CITY OF SHEBOYGAN GROUP BENEFIT PLAN
SUITE 204
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2021CV000436 was electronically filed with/converted by the Manitowoc County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 142234

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-683-4030.

Manitowoc County Circuit Court
Date: November 4, 2021

FILED
11-04-2021
Clerk of Circuit Court
Manitowoc County, WI
2021CV000436

STATE OF WISCONSIN CIRCUIT COURT MANITOWOC COUNTY

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertower Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

Case No: _____
Case Code No: 30101
Amount Claimed is
Greater Than $10,000.00

SUMMONS

THE STATE OF WISCONSIN

TO EACH PERSON NAMED ABOVE AS A DEFENDANT

YOU ARE HEREBY NOTIFIED that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint which is attached states the nature and basis of the legal action.

Within forty-five (45) days after receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Circuit Court for Manitowoc County whose address is 1010 South 8th Street, 1st Floor, Room 105, Manitowoc, WI 54220, and to the Plaintiff's attorney, Gruber Law Offices, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, whose address is 100 East Wisconsin Avenue, Suite 2800, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: */s/Eric M. Knobloch*
Eric M. Knobloch
State Bar No.: 1064347

Email: emk@gruber-law.com
Connor C. Stengel
State Bar No.: 1117700
Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:
100 East Wisconsin Avenue
Suite 2800
Milwaukee, Wisconsin 53202
Telephone: 414-276-6666

STATE OF WISCONSIN CIRCUIT COURT MANITOWOC COUNTY

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertower Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

COMPLAINT

Case No: _____
Case Code No: 30101
Amount Claimed is
Greater Than $10,000.00

NOW COMES the Plaintiff, KEVIN L. SIEHR, by and through his attorneys, GRUBER LAW OFFICES, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, and alleges as follows:

THE PARTIES

1. That the Plaintiff, KEVIN L. SIEHR, is an adult individual residing at 525 Randolph Street, in the City of Mishicot, County of Manitowoc, State of Wisconsin 54228.

2. That the Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, is a domestic corporation organized and existing under the laws of the State of Wisconsin, whose main place of business is 828 Center Avenue, Suite 204, in the City and County of Sheboygan, State of Wisconsin 53081, that the registered agent for Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, located at the same address is Susan Richards, City Clerk; and at all times material herein was a self-funded ERISA plan providing monies for health care services provided to the Plaintiff, KEVIN L. SIEHR, as a result of the injuries said Plaintiff sustained in the accident which is the subject of this lawsuit. The Plaintiff, KEVIN L. SIEHR, alleges doubt as to whether Involuntary Plaintiff, CITY OF SHEBOYGAN GROUP BENEFIT PLAN, is truly subrogated or interested in this action, but that said Involuntary Plaintiff is joined as a party for the purpose of complying with the provisions of § 803.03 Wis. Stats.

3. That the Defendant, AMERICAN FAMILY INSURANCE COMPANY, is upon information and belief a domestic corporation organized and existing under the laws of the State of Wisconsin, whose main place of business is located at 6000 American Parkway, in the City of Madison, County of Dane, State of Wisconsin 53783, and whose registered agent for the purpose of service of process is Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717; that upon information and belief, the Defendant, AMERICAN

FAMILY INSURANCE COMPANY, was at all times material herein the liability insurance carrier of the Defendant, STEVEN A. BARTA, pursuant to § 803.04(2), Wis. Stats., and is a proper party Defendant by reason of the terms of its policy and the laws of the State of Wisconsin.

4. That the Defendant, STEVEN A. BARTA, is upon information and belief an adult individual whose last known address is 5616 Two Creeks Road, Two Rivers, Wisconsin 54241.

5. That the Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, is upon information and belief, a foreign corporation organized and existing under the laws of the State of Pennsylvania, with its principal offices located at 100 Erie Insurance Place, Erie, Pennsylvania 16530, and whose registered agent for the purpose of service of process is Kemmy Stickney, located at 20300 Watertower Boulevard, Suite 230, Brookfield, Wisconsin 53045; that at all times material herein the Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, was the automobile insurance carrier of Plaintiff, KEVIN L. SIEHR, pursuant to § 803.04(2), Wis. Stats., and is a proper party Involuntary Plaintiff by reason of the terms of its policy, specifically its medical payments provisions; and that Involuntary Plaintiff, ERIE INSURANCE EXCHANGE, alleges to have made payments on behalf of Plaintiff, KEVIN L. SIEHR and is believed to have a subrogated interest in this matter, and therefore is joined as an Involuntary Plaintiff for the purpose of complying with the provisions of Wisconsin Statutes §803.03.

CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT STEVEN A. BARTA

6. Plaintiff repeats and re-alleges all of the allegations contained in paragraphs one (1) through five (5) above, as if set forth in full herein, and further alleges as follows:

7. That on or about the 22nd day of January 2021, the Plaintiff, KEVIN L. SIEHR, was traveling eastbound in a Gold 2012 Chevy Equinox on Fisherville Road, in the Town of Kossuth, County of Manitowoc, State of Wisconsin.

8. At the same time and place the Defendant, STEVEN A. BARTA, outside of his disabled truck, was fixing equipment on the rear of the flatbed trailer hitched to the truck, that (1) was illegally parked in the lane of traffic; (2) did not have hazard lights enabled; (3) created a public safety hazard by impeding traffic; (4) was disabled and could not move on its own power; and (5) forced approaching vehicles to take evasive action and deviate into the opposing lane of traffic to avoid colliding with the truck, the trailer, or the Defendant, STEVEN A. BARTA

9. That, as a result of the negligence of the Defendant, STEVEN A. BARTA, the Plaintiff's vehicle made contact with the rear of the Defendant's trailer, the front tires of the Plaintiff's vehicle climbed to mount the top of the flatbed trailer after striking it, and rolled over before it finally came to a rest with the driver's side of the Plaintiff's vehicle against the roadway causing severe injuries to the Plaintiff, KEVIN L. SIEHR.

10. That the negligence of the Defendant, STEVEN A. BARTA, in the operation of his motor vehicle and trailer, both generally and as specifically set forth above, was the proximate cause of the accident and the injuries the Plaintiff, KEVIN L. SIEHR, suffered therein.

11. That as a direct and proximate cause of the accident and the negligence of the Defendant, STEVEN A. BARTA, the Plaintiff, KEVIN L. SIEHR, was seriously injured, suffered great pain of body and mind, was obliged to expend monies for medical care and attention, lost wages, and was prevented from engaging in his normal activities, all to his damage in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiff, KEVIN L. SIEHR, demands judgment against the Defendants, AMERICAN FAMILY INSURANCE COMPANY and STEVEN A. BARTA, as follows:

1. On behalf of the Plaintiff, KEVIN L. SIEHR, in an amount to be determined by the trier of fact together with the pre-judgment and post-judgment interest, costs, attorney fees and disbursements of this action;

2. That in the event of settlement or verdict in favor of the Plaintiff, KEVIN L. SIEHR, said Plaintiff demands judgment for an Order declaring Plaintiff's rights to such settlement/verdict proceeds paramount to those of any subrogated party;

3. That in the event of any subrogated party's failure to respond to this Complaint in a timely manner, the Plaintiff, KEVIN L. SIEHR, requests this Court grant an Order dismissing the subrogated party from this action and barring any claim for subrogation and/or reimbursement, and barring the subrogated party from participating in any judgment or settlement in this action; and

4. For any and all other relief the Court deems just and equitable.

PLAINTIFF HEREBY DEMANDS THAT THE ABOVE ENTITLED ACTION BE TRIED BY A JURY OF TWELVE (12) PERSONS.

Dated at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: */s/Eric M. Knobloch*
Eric M. Knobloch
State Bar No.: 1064347
Email: emk@gruber-law.com
Connor C. Stengel
State Bar No.: 1117700
Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:
100 East Wisconsin Avenue
Suite 2800
Milwaukee, Wisconsin 53202
Telephone: 414-276-6666

FILED
11-04-2021
Clerk of Circuit Court
Manitowoc County, WI
2021CV000436

STATE OF WISCONSIN CIRCUIT COURT MANITOWOC COUNTY

KEVIN L. SIEHR,
525 Randolph Street
Mishicot, WI 54228,

Plaintiff,

and

CITY OF SHEBOYGAN GROUP BENEFIT PLAN,
A Domestic Corporation
828 Center Avenue, Suite 204
Sheboygan, Wisconsin 53081
Registered Agent: Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, Wisconsin 53081,

ERIE INSURANCE EXCHANGE,
A Foreign Corporation
100 Erie Insurance Place
Erie, Pennsylvania 16530
Registered Agent: Kemmy Stickney
20300 Watertower Boulevard, Suite 230
Brookfield, Wisconsin 53045,

Involuntary Plaintiffs,

vs.

AMERICAN FAMILY INSURANCE COMPANY,
A Domestic Corporation
6000 American Parkway
Madison, Wisconsin 53783
Registered Agent: Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, Wisconsin 53717,

STEVEN A. BARTA,
5616 Two Creeks Road
Two Rivers, WI 54241,

Defendants.

Case No: _____
Case Code No: 30101
Amount Claimed is
Greater Than $10,000.00

JURY DEMAND

Pursuant to Wis. Stat. § 805.01, the Plaintiff, KEVIN L. SIEHR, by his attorneys, Gruber Law Offices, LLC, by Attorneys Eric M. Knobloch and Connor C. Stengel, demands a trial by a jury of twelve and tenders the fee with this demand.

Dated at Milwaukee, Wisconsin this 4th day of November 2021.

GRUBER LAW OFFICES, LLC
Attorneys for Plaintiff

By: */s/Eric M. Knobloch*

Eric M. Knobloch
State Bar No.: 1064347
Email: emk@gruber-law.com
Connor C. Stengel
State Bar No.: 1117700
Email: connor.stengel@gruber-law.com

POST OFFICE ADDRESS:
100 East Wisconsin Avenue
Suite 2800
Milwaukee, Wisconsin 53202
Telephone: 414-276-6666

R. O. No. 87 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a Summons and Complaint in the matter of Shari Lynn Smith vs. City of Sheboygan.

FAP

CITY CLERK

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

SHARI Lynn SMITH vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021SC001332
Class Code: Sm Claim, Claim Under $ Limit

CITY OF SHEBOYGAN
828 CENTER AVE SUITE 210
CITY HALL
SHEBOYGAN WI 53081

Case number 2021SC001332 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

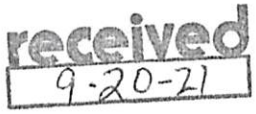
Pro Se opt-in code: 5acd93

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3070.

Sheboygan County Circuit Court
Date: September 16, 2021



SHEBOYGAN COUNTY

Susan M. Schaubel
Sheboygan County Assistant Court Commissioner

May 1, 2021

To all litigants,

PLEASE NOTE: WHILE SOME CIVIL PROCEEDINGS ARE GOING FORWARD IN PERSON, SMALL CLAIMS INTIAL APPEARANCES (OR RETURN DATES) ON MONDAY MORNINGS AT 8:30 ARE NOT BEING HELD IN PERSON AT THIS TIME. THIS ORDER IS IN EFFECT INDEFINITELY. DO NOT COME TO THE COURTHOUSE FOR SMALL CLAIMS INITIAL APPEARANCES (RETURN DATES) ON MONDAY MORNINGS.

THESE SPECIFIC LOCAL INSTRUCTIONS OVERIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW THE INSTRUCTIONS BELOW ONLY.

Small claims initial appearances will go forward as outlined below. The courts are in the process of amending the procedures for Small Claims court and any changes to the rules will be sent to all litigants.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING WITHOUT SPECIFIC ORDERS TO DO SO!

If you have a scheduled **INITIAL APPEARANCE** and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.

- You are a **DEFENDANT**, you may answer one of two ways:

  - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.

  - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be

returned. You must leave your name, address, telephone number and case number. Please state **ONLY** that you are entering a denial. DO NOT give the reasons for your denial. If this is an **EVICTION** action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a **MONETARY ACTION ONLY,** you should file a written detailed answer with the Clerk of Courts within 10 days of your scheduled initial appearance date.

The Small Claims Initial Appearance answer line phone number is (920) 459-3073.

You must keep your address and telephone number updated with the Clerk of Courts at all times. If you have cases other than a small claims matter, you must advise the clerk about every pending case that you have before each circuit court branch so that changes can be made to every file. At this point, the state case filing system does NOT have a universal address replacement function.

Eviction hearings will continue to be scheduled before the circuit court branches by teleconference. Notice will be sent to the parties informing them of the date and time of their appearance and procedures for calling in to the hearing.

At this time, all small claims pretrials will continue be held by teleconference only. A date will be mailed to you. Instructions for the hearing and the phone number to call will be listed on the order sent.

Fact finding hearings in Small Claims proceedings will resume during the late Spring/early Summer of 2021. Dates, procedures and specific instructions for the conduct of these hearings will be forwarded to the parties as the hearings are scheduled. Please note that, as scheduling permits, hearings will be held in the order in which cases were filed. Absent extraordinary circumstances (such as documented life-threatening illness), no exceptions will be made to this rule.

Any questions should be directed to the Clerk of Courts office at (920) 459-3070.

We know that these are anxious and frustrating times for everyone and we deeply appreciate your cooperation in these matters.

Sincerely,

Susan M Schaubel

Susan M Schaubel
Assistant Court Commissioner

Item 7.

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

DATE SIGNED: September 16, 2021

Electronically signed by Melody Lorge
Clerk of Court

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

☐ Amended

SHARI Lynn SMITH vs. City of Sheboygan

Summons and Complaint Small Claims

Case No: 2021SC001332
Sm Claim, Claim Under $ Limit 31001

Plaintiff:
SHARI Lynn SMITH
13 CROSSBRIDGE CT
Madison, WI 53717

Defendant:
City of Sheboygan
828 Center Ave Suite 210
City Hall
Sheboygan, WI 53081

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☒ You must appear at the time and place stated.

-- Or --

☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date: 10-11-2021	Time: 08:30 am

Place to Appear/File an Answer

Sheboygan County Courthouse
B-10 Lower Level
615 N 6th Street
Sheboygan WI 53081

Date Summons Issued	Date Summons Mailed
09-16-2021	09-16-2021

Item 7.

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN _____ COUNTY

Plaintiff: [Name (First, Middle, Last), Address, City, State, Zip]

SHARI L SMITH
13 CROSSBRIDGE CT
MADISON WI 53717

☐ See attached for additional plaintiffs.

-VS-

To: **Defendant(s):** [Name (First, Middle, Last), Address, City, State, Zip]

CITY OF SHEBOYGAN
CITY HALL
828 CENTER AVE. SUITE 210
SHEBOYGAN WI 53081

☐ See attached for additional defendants.

☐ Amended

Summons and Complaint (Small Claims)

Case No. _____

- ☒ Claim for money ($10,000 or less) 31001
- ☐ Tort/Personal injury ($5,000 or less) 31010
- ☐ Return of property (replevin) 31003
- ☐ Eviction 31004
- ☐ Eviction due to foreclosure 31002
- ☐ Arbitration award 31006
- ☐ Return of earnest money 31008

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- ☐ You must appear at the time and place stated.
- ☐ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date	Time
Place to Appear/File an Answer	

Clerk/Attorney Signature	Date Summons Issued	Date Summons Mailed

Item 7.

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for *(Check as appropriate)*
   - ☒ Claim for Money $ 2025.10
   - ☐ Tort/Personal Injury $ _____
   - ☐ Return of property (replevin) *(Describe property in 2 below.)* *(Not to include Wis. Stats. 425.205 actions to recover collateral.)*
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:
   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

SEE ATTACHED

☒ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

I am the: ☒ plaintiff. ☐ attorney for the plaintiff.

▶ Shari L Smith
Plaintiff's Signature

SHARI L SMITH
Name Printed or Typed

13 CROSSBRIDGE CT
MADISON WI 53717
Address

catwoman1949@hotmail.com
Email Address

608-320-6513 9/14/21
Telephone Number Date

_____
Attorney's Signature

_____
Attorney's Name Printed or Typed

_____
Attorney's Address

_____
Attorney's Email Address Attorney's Telephone Number

_____
Date State Bar No.

Shari L. Smith (Plaintiff)

2. Statement of dates and facts

5/3/21 between 5:30pm and 6:00pm
I was driving north on Taylor drive (just south of intersection with Geele). I was in the right lane. The street was being repaired, both the right and left side of Taylor drive. All of a sudden my either fell into a deep hole. Because it was dark and raining and there was no place to stop on Taylor drive, I kept driving.

5/4/2021
In the morning I noticed one of left tires was very low. Realizing this was the event on 5/3/21 on Taylor drive, I drove to the Buick dealer in Sheboygan. Upon meeting with the service consultant, Zak Brill, I found the same thing happened to him around the same time of day causing him to have a flat tire upon impact and damage to both right side front and rear rims. Upon investigation, they found my right rear rim was severely damaged and would have to be replaced. Photos were taken of the rim. I contacted my insurance, Geico who then sent a representative to check the damage and approve repair. The service consultant indicated it would take 3 days to get a new rim.

Zak Brill also shared with me that he saw a car pulled over on Geele with a tow truck. While I can only speculate that another vehicle was damaged, I expect that was the case.

5/4/2021
As I was in Sheboygan on vacation for the week, and did not know anyone, I had to have transportation and my only option was to rent a vehicle. While Geico would have supported a rental, the company they use, Enterprise, had no vehicles available, thus, I had no option but to go to the only other car rental available in Sheboygan, Avis. The rental car cost me $234.67.

5/4/2021
I also called the city to report the condition of the road and were told they were aware. Once I had a rental car I drove to the area on Taylor drive and found it was repaired with a "slow" sign place on the curb. (photos provided).

5/5/2021
Upon further investigation, it was found that my right front rim was also heavily damaged and would have to be replaced. This required additional approval from Geico as well as required I extend the rental vehicle two additional days.

5/7/2021
Replace/repairs were completed. The repairs included replacing both the right front and rear rims replacing value stems, balancing wheel/tires. The total cost of repairs was $1790.43 (receipts provided). My insurance paid all but my $500 deductible, however, my insurance company should not have to pay when someone else is liable for the damage.

The total cost of car rental totaled $234.67 (receipts provided).

It is my belief that the City of Sheboygan was negligent in not closing a road that was not safe to drive on. Irregardless if the road was impacted by weather conditions, causing the road to deteriorate, the

road would have had to be left in unsafe conditions for this to occur. A road does not simply fall apart when it rains.

The City of Sheboygan road crew would have seen the destructive state of Taylor drive on the morning of 5/4/2021 when repairing the road, however, I do not expect anyone who works for the city is going to confess that the road was indeed in dangerous condition. I believe two vehicles (maybe more) that on the same day, at the same time, that encountered the exact same damages at the exact same location on Taylor drive, support negligence by the City of Sheboygan.

My claim was/is based upon documented damages, not damages that were "allegedly received" as Charles Adams, the city attorney indicated when my claim with the City of Sheboygan was denied on July 15, 2021.

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts
Certified Service

SERVICE	SALES	PARTS:	BODY SHOP
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-651

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
210497	ZAK BRILL 031	1321	05/07/21	CTCS972763

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	52,861	/	

SHARY SMITH
13 CROSSBRIDGE CT
MADISON, WI 53717

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
16/BUICK/CASCADA/2DR CONV		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/04/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
		MO: 52863

JOB# 1 CHARGES

LABOR
J# 1 21GVZ WHEELS/TIRES TECH(S):979 36.00
REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS
GEICO INSURANCE 01102969101011151-01
CUSTOMER TO PAY $500.00 DEDUCTIBLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
	2	6666	VALVE STE	3.00	3.00	6.00
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
					TOTAL - PARTS	1581.14

JOB# 1 TOTALS

LABOR	36.00
PARTS	1581.14
JOB# 1 JOURNAL PREFIX CTCS JOB# 1 TOTAL	1617.14

JOB# 2 CHARGES

LABOR
J# 2 21GVZ06 MULTIPOINT INSPEC TECH(S):979 0.00
MULTIPOINT VEHICLE INSPECTION
MULTIPOINT VEHICLE INSPECTION
Multi-Point Vehicle Inspection (see MPI sheet) All

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX CTCS JOB# 2 TOTAL	0.00

JOB# 3 CHARGES

LABOR
J# 3 48C VZ02 4 WHEEL ALIGNMENT TECH(S):979 79.95
Added Operation (ZAKB @ 05/05/2021 11:07)
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS
AND FOR REMOVING KNOCK OUTS
4 Wheel Alignment All

JOB# 3 TOTALS

LABOR	79.95
JOB# 3 JOURNAL PREFIX CTCS JOB# 3 TOTAL	79.95

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $1790.43 (+TAX)

Thank you for your business

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON

SALES
MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM

SCC

VISION STATEMENT
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

 [CONTINUED ON NEXT PAGE] 10:14am

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R.
Bastil
Branch 4

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

SERVICE 920 459-6850 888 459-6850 (TOLL FREE)
SALES 920 459-6840 800 459-6840 (TOLL FREE)
PARTS: 920 459-6845 888 459-6845 (TOLL FREE)
BODY SHOP 920 459-6855 888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
210497	ZAK BRILL 031	1321	05/07/21	CTCS972763

LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	52,861	/	

SHARY SMITH
13 CROSSBRIDGE CT
MADISON, WI 53717

YEAR/MAKE/MODEL	DELIVERY DATE	DELIVERY MILES
16/BUICK/CASCADA/2DR CONV		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		

F. T. E. NO.	P.O. NO.	R.O. DATE
		05/04/21

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
		MO: 52863

TOTALS----------

****
* [ ] CASH [ ] CREDIT CARD [ ] CHARGE *
****

HOME OF THE EXCLUSIVE
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK
SEE SALES FOR DETAILS

TOTAL LABOR....	115.95
TOTAL PARTS....	1581.14
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	93.34
TOTAL INVOICE $	**1790.43**

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE

BUICK

GMC

Cadillac

✓ Pd 500. CC Deduct

✓ Ins Check 437.39

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON

SALES
MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM

SCC

VISION STATEMENT
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

Jeschmitz@geico.com

GEICO

WISCONSIN
For supplements visit:partners.geico.com
PO BOX 1231
Manitowoc, WI 54221
Phone: (920) 412-8102

Claim #: 0110296910101151-01
Workfile ID: 60799418

Estimate of Record

Written By: JEFFREY SCHMITZ, 5/5/2021 9:14:25 AM
Adjuster: SCHMITZ, JEFFREY

Insured:	Shari Smith	Owner Policy #:	0435631700	Claim #:	0110296910101151-01
Type of Loss:	Collision	Date of Loss:	05/03/2021 06:00 PM	Days to Repair:	1
Point of Impact:	21 Undercarriage	Deductible:	500.00		

Owner (Insured):
Shari Smith
13 Crossbridge Ct
Madison, WI 53717
(608) 263-2701 Business
(608) 263-2701 Evening

Inspection Location:
Buick Dealership
Buick Dealership
3400 South Business Dr
Sheboygan, WI 53081
Field
(920) 459-6840 Day

Appraiser Information:
(920) 412-8102

Repair Facility:
SHEBOYGAN CHEVROLET
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
391695786 Federal ID
collisioncenter@sheboyganauto.com

VEHICLE

2016 BUIC Cascada Premium 2D CNVT 4-1.6L Turbocharged Gasoline Direct Injection BLACK

VIN:	W04WT3N53GG061619	Production Date:		Interior Color:	
License:	338-VBK	Odometer:	52861	Exterior Color:	BLACK
State:	WI	Condition:			

TRANSMISSION	STEERING WHEEL TOUCH CONTROLS	CD PLAYER	POWER BRAKES
AUTOMATIC TRANSMISSION	**INSTRUMENT PANEL**	AUXILIARY AUDIO CONNECTION	ANTI-LOCK BRAKES (4)
OVERDRIVE	TRACTION CONTROL	SATELLITE RADIO	**GLASS & MIRRORS**
DRIVER CONVENIENCE	STABILITY CONTROL	**ROOF**	DUAL MIRRORS
KEYLESS ENTRY	LANE DEPARTURE WARNING	POWER CONVERTIBLE ROOF	**SEATS**
REMOTE STARTER	ALARM	**SAFETY**	LEATHER SEATS
MESSAGE CENTER	AIR CONDITIONING	DRIVERS SIDE AIR BAG	BUCKET SEATS
POWER DRIVER SEAT	CLIMATE CONTROL	PASSENGER AIR BAG	POWER PASSENGER SEAT
POWER WINDOWS	REAR DEFOGGER	FRONT SIDE IMPACT AIR BAGS	HEATED SEATS
POWER LOCKS	HANDS FREE DEVICE	ROLLBAR	REAR HEATED SEATS
POWER MIRRORS	COMMUNICATION SYSTEM	**PAINT**	**REAR END**
HEATED MIRRORS	NAVIGATION SYSTEM	CLEARCOAT PAINT	PARKING SENSORS
CRUISE CONTROL	**RADIO**	METALLIC PAINT	BACKUP CAMERA
INTERMITTENT WIPERS	AM RADIO	**FRONT END**	**WHEELS**
TILT WHEEL	FM RADIO	FOG LAMPS	4-WHEEL DISC BRAKES
TELESCOPIC WHEEL	STEREO	XENON OR L.E.D. HEADLAMPS	20" OR LARGER WHEELS
HEATED STEERING WHEEL	SEARCH/SEEK	POWER STEERING	

Item 7.

Gas $8.51 5/7/21

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

RENTAL AGREEMENT NUMBER 653577536

Customer Name : SMITH,SHARI
Drivers Lic Number : USWIXXXXXXXXXX9307
Methods of Payment : MASTER XX7666

RESERVATION NUMBER 03029222-US-0

Avis Car Number : 9 5 6 4 5 1 8 5
Plate Number : TX NHT2526
Veh Description : BLK CHEVY MALIBU
Odometer Out : 5100 MIs
Fuel Gauge Reading: Full

Only 5/8 when picked up

Pickup : 05/07/2021 01:51 PM
Pickup Location : 3085 SOUTH BUSINESS DRIVE SHEBOYGAN,WI,53081,US

Return Date/Time : MAY 07,2021 01:00 PM
Return Location : 3085 SOUTH BUSINESS DRIVE SHEBOYGAN,WI,53081,US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

MIN 1 DAY.IF NOT NET DLY RT=	/2.99MAX	DAY	
RATE CHART	TIME AND MILEAGE		
HRLY : 57.00			
AD DY: 72.99			
PER : 218.97	PRD 218.97=	218.97	
MIs : Unlimited			
	less 5.00% Discount =	10.95-	
Your Estimated Time & Mileage:		208.02	
VEH LICENSE RECOUP .85 /DY	+	2.55	
ENERGY RECOVERY FEE .60 /DY	+	1.80	
Estimated Subtotal Charges:		212.37	
Sales Tax 10.500%	+	22.30	
Prepay Voucher 234.67	-	234.67	
YOUR ESTIMATED TOTAL CHARGES X	:	0.00	

YOUR OPTIONAL PRODUCTS/SERVICES

Loss Damage Waiver	29.99/Day	Declined
Personal Accident Insurance	7.00/Day	Declined
Personal Effects Protection	2.95/Day	Declined
Additional Liability Insurance	16.25/Day	Declined

By my initials I accept or decline optional services/products as shown above. X _____

Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply.800-874

MIs equals a 15.99 flat rate fee. 075 MIs and above equals .3444 per MI or 4.990 per Gal. X _____

I understand that important information on cashless toll roads and e-Toll services can be found at avis.com/etoll X _____

Gas $8.51 5/7/21

---------NOTICES----------AVIS----------NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT WWW.AVIS.COM/privacy; AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE.

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at WWW.AVIS.COM/TERMSC . No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

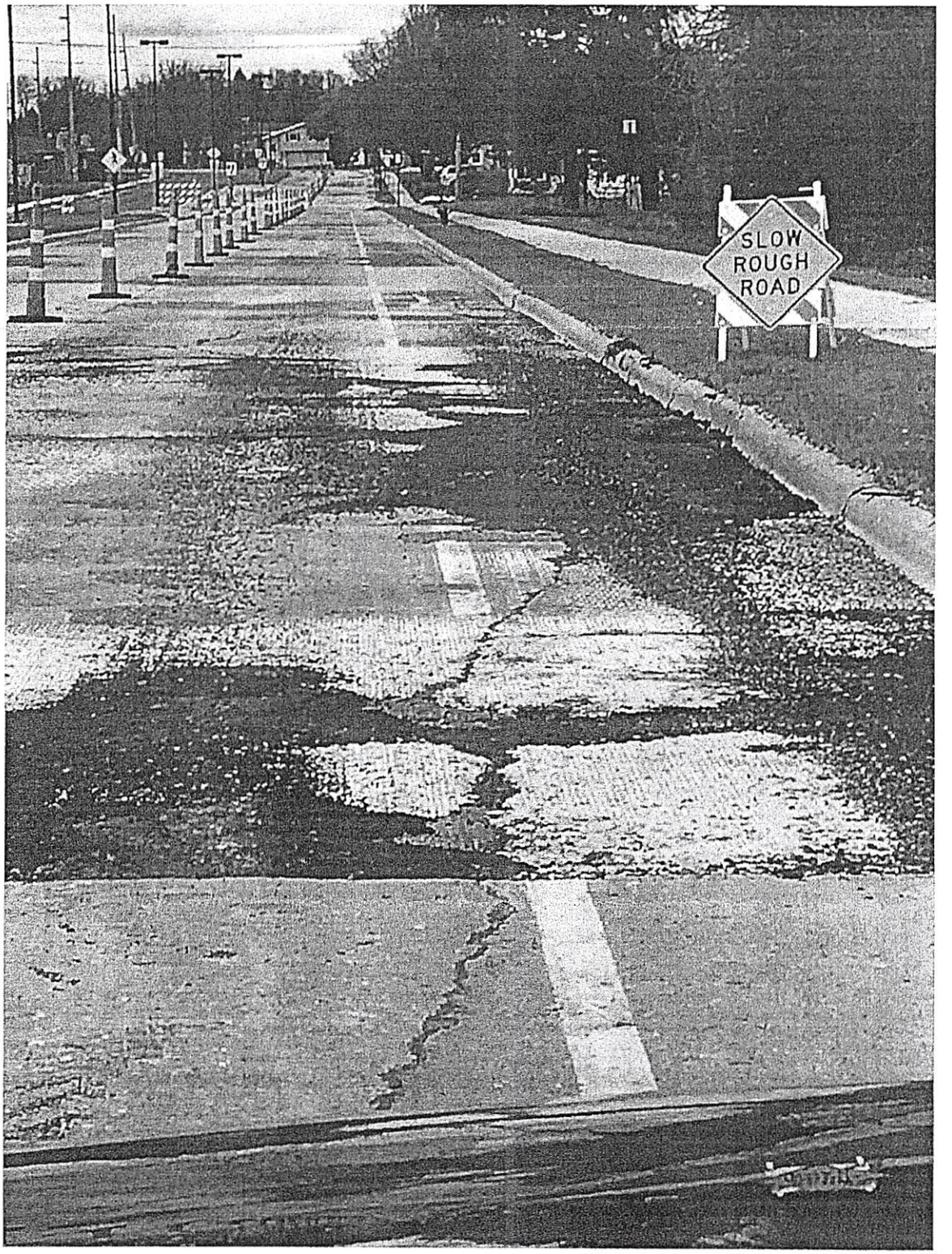
X _____

If you have questions regarding this rental, call us at 920-457-5102 This vehicle was rented to you by JENNI .

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Samantha R.






SLOW
ROUGH
ROAD

FILED
09-15-2021
Sheboygan County
Clerk of Circuit Court
2021SC001332
Honorable Samantha R. Bastil
Branch 1

City of
Sheboygan
spirit on the lake.

July 15, 2021

CERTIFIED & RESTRICTED MAIL

Shari Smith
13 Crossbridge Court
Madison, WI 53717

Re: Your Claim Against the City of Sheboygan
Date of Loss: May 3, 2021

Dear Ms. Smith:

City of Sheboygan staff have reviewed and considered your claim filed on May 14, 2021, concerning damages you allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Accountant Christina Lueptow
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): First name Middle name Last name
Enter the Plaintiff's address.	Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address City State Zip ☐ **See attached** for additional plaintiffs.
Enter the case number from the summons and complaint.	-VS-
Enter your name. You are the Defendant.	Defendant(s): First name Middle name Last name
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address Address City State Zip ☐ **See attached** for additional defendants.

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	☐ 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. **-OR-**
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	☐ 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: ☐ **See attached** for additional information. _____ _____
Check the box if you need more room and attach any additional pages. See *Pre-Judgment: Basic Steps to Small Claims Service* (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.	☐ I/We do not have a counterclaim/demand against the plaintiff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.	☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for $ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Briefly explain why the court should award you what you are asking for. If you are seeking to recover damages of more than $5,000 for your tort or personal injury counterclaim, or more than $10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed. **NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.	_____ _____
If you need more room, check the box and attach any additional pages to this Counterclaim. **Follow local rules for filing and serving.**	**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.	▶ _____ Defendant's Signature	▶ _____ Attorney's Signature
	_____ Name Printed or Typed	_____ Name Printed or Typed
	_____ Address	_____ Law Firm and Address
If an attorney is completing this form, enter your information.	_____ Email Address	_____ Email Address Telephone Number
	_____ Telephone Number Date	_____ Date State Bar No. (if any)

CERTIFIED MAIL

SHEBOYGAN COUNTY

WISCONSIN

IF UNDELIVERABLE RETURN TO:
MELODY LORGE
CLERK OF CIRCUIT COURTS
615 NORTH SIXTH STREET
SHEBOYGAN, WI 53081

SC

7019 1640 0002 2630 5473

US POSTAGE PITNEY BOWES
ZIP 53005 $ 008.56⁰
02 4W

4.8

Item 7.

II

R. O. No. 67 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a Summons and Complaint in the matter of Samaria Wright vs. John Rupnick and the City of Sheboygan.

_____

CITY CLERK

F+P

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Samaria Wright *Plaintiff*	)	
v.	)	Civil Action No. 2021 CV 699
John Rupnick and the City of Sheboygan *Defendant*	)	

WAIVER OF THE SERVICE OF SUMMONS

To: Attorney Sheryl Ring
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/29/2021, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 07/29/2021

/s/ Charles C. Adams
Signature of the attorney or unrepresented party

John Rupnick
Printed name of party waiving service of summons

City Attorney Charles C. Adams
Printed name

828 Center Ave., Suite 210
Sheboygan, WI 53081
Address

charles.adams@sheboyganwi.gov
E-mail address

(920) 459-3917
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Samaria Wright
Plaintiff

v.

John Rupnick and the City of Sheboygan
Defendant

Civil Action No. 2021 CV 699

WAIVER OF THE SERVICE OF SUMMONS

To: Attorney Sheryl Ring
(Name of the plaintiff's attorney or unrepresented plaintiff)

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Date: 07/29/2021

/s/ Charles C. Adams
Signature of the attorney or unrepresented party

City of Sheboygan
Printed name of party waiving service of summons

City Attorney Charles C. Adams
Printed name

828 Center Ave., Suite 210
Sheboygan, WI 53081
Address

charles.adams@sheboyganwi.gov
E-mail address

(920) 459-3917
Telephone number

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UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Samaria Wright *Plaintiff* v. John Rupnick and the City of Sheboygan *Defendant*	)	Civil Action No. 2021 CV 699

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: City of Sheboygan, c/o Charles C. Adams, Esq., City Attorney, charles.adams@sheboyganwi.gov

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 07/29/2021

/s/ Sheryl Ring

Signature of the attorney or unrepresented party

Sheryl Ring

Printed name

518 South Route 31, Suite 113, McHenry, Illinois 60050

Address

sheryl@sherylringlaw.com

E-mail address

(847) 975-2643

Telephone number

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Samaria Wright *Plaintiff* v. John Rupnick and the City of Sheboygan *Defendant*	)	Civil Action No. 2021 CV 699

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: John Rupnick, c/o Charles C. Adams, Esq., City of Sheboygan Attorney, charles.adams@sheboyganwi.gov

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

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Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 07/29/2021

/s/ Sheryl Ring
Signature of the attorney or unrepresented party

Sheryl Ring
Printed name
518 South Route 31, Suite 113, McHenry, Illinois 60050
Address
sheryl@sherylringlaw.com
E-mail address
(847) 975-2643
Telephone number

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

SAMARIA WRIGHT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 2021 CV 699
	)	
JOHN RUPNICK, in his capacity as Sheboygan Police Officer, and the CITY OF SHEBOYGAN,	)	
	)	
Defendants.	)	

VERIFIED COMPLAINT AT LAW

Plaintiff SAMARIA WRIGHT, by and through her undersigned counsel, hereby respectfully complains and alleges against Defendants, JOHN RUPNICK, in his capacity as Sheboygan Police Officer, and the CITY OF SHEBOYGAN, as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. 1331 as all causes of action herein arise under the Constitution and Statutes of the United States.
2. Venue is proper in this Court as all acts complained of herein occurred in the Eastern District of Wisconsin.

General Allegations Common to All Counts

3. Plaintiff is a permanently disabled Black senior.
4. The nature of Plaintiff's disability is a progressively deteriorating skeletal condition which causes progressive deterioration in both of her knees and and five bulging disks in her spine, and causes her excruciating pain.
5. Plaintiff is currently going through a divorce with ex-wife Karen Knocke.

6. As part of that divorce, Judge Angela Stukewics ordered Plaintiff to visit the former marital home on March 30, 2019, and obtain her property therefrom. The court granted Plaintiff a full day to do so.
7. A copy of that order was faxed to the Sheboygan police department ahead of time, so Sheboygan police could be present when Plaintiff picked up her property.
8. On or about March 30, 2019, Plaintiff arrived at the marital home per the divorce court's order to obtain her property.
9. Officer Rupnick was already at the property.
10. Officer Rupnick then denied Plaintiff entry to the marital home, notwithstanding the court order issued by Judge Stukewics.
11. Officer Rupnick allowed Plaintiff's companion only 45 minutes of access to the property.
12. Officer Rupnick informed Plaintiff that she would not be allowed entry to the home to obtain her property irrespective of what the court order stated.
13. Officer Rupnick then ordered Plaintiff to vacate the premises.
14. As a result, Plaintiff was unable to obtain her property as ordered and allowed by Judge Stukewics.
15. Officer Rupnick's actions violated a court order and Plaintiff's rights thereunder.
16. As a result of Officer Rupnick's conduct, Plaintiff was deprived of property including electronics, furniture, pots and pans, and clothing.

COUNT I – VIOLATIONS OF 42 U.S.C. 1983
Request for Injunctive Relief

17. Plaintiff restates and re-alleges paragraphs 1-14 of this Complaint as if fully set forth herein.

18. Pursuant to 42 U.S.C. 1983, "[e]very person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable."

19. Defendant violated Plaintiff's rights under Wisconsin law and the U.S. Constitution by refusing to comply with Judge Borowski's order granting Plaintiff access to the property to obtain her things.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in her favor and against Defendants in an amount to be proven at trial but not less than $10,000, plus her costs of suit, attorney fees, and for whatever additional relief this Court deems appropriate and just under the circumstances.

Respectfully Submitted,
SAMARIA WRIGHT

/s/ Sheryl Ring
By one of her attorneys,
Sheryl Ring, Esq.

Sheryl Ring, Esq./IL ARDC #6311043
518 South Route 31, Suite 113
McHenry, Illinois 60050
(847) 975-2643
sheryl@sherylringlaw.com

I, Samaria Wright, hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 27, 2021.

Dated: May 27, 2021 /s/ Samaria Wright

VI

R. C. No. 327 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 124 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.

_____

CITY CLERK

F+P

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1
JAN 14 '21 PM 8:18

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

UnitedOne Credit Union vs. Kathleen Repphun-Burss et al

Electronic Filing Notice

Case No. 2021CV000010
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Served On
Name: City of Sheboygan
Address: 828 Center Avenue
City: Sheboygan, WI
Date: 1/14/21
Time: 3:15pm
Served By: Holly Cuny
By: Melissa Clevenger

Case number 2021CV000010 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: fae0e3

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: January 12, 2021

UNOFFICIAL

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street, #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff, UnitedOne Credit Union, has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Within twenty (20) days of receiving this Summons, the Defendants must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 N. 5th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

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

Dated this 12th day of January, 2021.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff

Electronically signed by Michele M. McKinnon
By:_____
Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P.O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645199

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by its attorneys, named below, alleges and shows the Court the following:

THE PARTIES

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

1. Plaintiff **UNITEDONE CREDIT UNION** ("UnitedOne") is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant **KATHLEEN REPPHUN-BURSS a/k/a KATHLEEN S. BURSS** ("Kathleen", and referred collectively with Gary Burss as the "Bursses") is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

3. Defendant **GARY BURSS** (referred collectively with Kathleen Repphun-Burss as the "Bursses") is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

4. Defendant **WENDY MICHELS** ("Michels") is, upon information and belief, an adult resident of the State of Wisconsin, residing at 3105 N. 13th Street #23, Sheboygan, Wisconsin 53083.

5. Defendant **LAKESHORE CAP, INC. OF WISCONSIN** ("Lakeshore") is, upon information and belief, a lending institution with the last known business address of 702 State Street, Manitowoc, Wisconsin 54221. Upon information and belief, Lakeshore's registered agent is Colleen Homb, 702 State Street, Sheboygan, Wisconsin, 54221.

6. Defendant **CITY OF SHEBOYGAN** ("City of Sheboygan") is, upon information and belief, a body politic with its principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081. Upon information and belief, the clerk for the City of Sheboygan is Meredith DeBruin at the location of 828 Center Avenue, Sheboygan, Wisconsin 53081.

GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

7. On or about October 31, 2005, Kathleen executed and delivered to UnitedOne a Real Estate Mortgage Note (Non-Consumer) (the "Note") in the amount of Fourteen Thousand One Hundred Sixty-nine and 38/100 ($14,169.38). A copy of the Note is attached hereto as **Exhibit A.**

8. The Note required monthly payments by Kathleen to UnitedOne.

9. Payment of the Note is secured by a real estate mortgage executed by the Bursses and Michels in favor of UnitedOne dated October 31, 2005 for the following parcel of real estate ("the Mortgage"):

> THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS, SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
>
> Tax Parcel No. 59281627190

(the "Real Estate"). The Real Estate is more commonly known as 1541 Division Avenue, Sheboygan, Wisconsin 53083. A true and correct copy of the Mortgage is attached hereto as **Exhibit B.**

10. The Mortgage was duly recorded in the Office of the Register of Deeds in Sheboygan County, Wisconsin on November 30, 2005 as Document No. 1783652.

11. To further secure payment on the Note, Michels executed a Guaranty Agreement on October 31, 2005 in which she guaranteed full payment of the Note to UnitedOne in the event of default by Kathleen (the "Guaranty").

12. Defendant Lakeshore may claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on April 20, 2006 as

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Document No. 1796275. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

13. Defendant City of Sheboygan may claim an interest in the Real Estate by virtue of a judgment lien in the amount of Six Hundred Ninety-one Dollars ($691.00) docketed December 11, 2020 in Sheboygan County Case No. 2020TJ86. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

14. Defendant City of Sheboygan may further claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on November 27, 2007 as Document No. 1840535. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

15. Michels may claim an interest in the Real Estate by virtue of a Quit Claim Deed dated May 31, 2006 and recorded with the Sheboygan County Register of Deeds on June 2, 2006 as Document 1799943 which purports to give Michels a residual interest in the Real Estate following Kathleen's death.

16. Kathleen has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

17. The Bursses and Michels have failed to pay real estate taxes due on the Real Estate as is required by the Mortgage.

18. On November 10, 2020, UnitedOne sent each of the Bursses and Michels a Notice of Right to Cure Default. Copies of the notice are attached as **Exhibit C**. Neither the Bursses nor Michels have responded to UnitedOne.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

19. As of December 28, 2020, there is justly and owing to UnitedOne upon the Note the following amount:

Current Balance:	$ 8,456.39
Late Charges through 12/28/2020	$ 23.80
Interest through 12/28/2020:	$ 310.82
Total Payoff through 12/28/2020:	$ 8,791.01

20. In accordance with the provisions of the Note and Mortgage, UnitedOne is also entitled to collect its expenses in pursuing this action against the Bursses and Michels as provided in Wis. Stat. §428.103.

CLAIM FOR RELIEF I
FORECLOSURE OF REAL ESTATE

21. UnitedOne realleges paragraphs 1 – 20 as if fully set forth herein.

22. The Real Estate, upon information and belief, is the homestead of the Bursses.

23. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

24. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

25. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

26. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of six (6) months from the date of entry of judgment for the Real Estate. UnitedOne expressly waves judgment for deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

A. For a finding that Kathleen are indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;

B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that

(i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;

(ii) The Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;

(iii) the amounts due upon the Note and Mortgage, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;

(iv) the Bursses and Michels, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;

(vi) the Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold, and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable, and

C. For such other and further relief as the Court deems just and equitable.

Dated this 12th day of January, 2021.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for UnitedOne

By: *s/ Michele M. McKinnon*
Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645222

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

REAL ESTATE MORTGAGE NOTE (NON-CONSUMER)

(May be used for any of the following real estate loans: business purpose loans, loans to organizations, agricultural loans or subordinate loans with amounts financed over $25,000, first mortgage loans or equivalent first mortgage loans.)

Acct. No. 23 M1

MANITOWOC ,

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) jointly and severally promise(s) to pay to the order of UNITEDONE CREDIT UNION Credit Union of MANITOWOC , Wisconsin ("Credit Union") the principal sum of FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100 Dollars ($ 14,169.38), together with interest on the unpaid balance before maturity at the rate of 6.450 % per annum. Subject to any variable rate loan provision stated below. The total of payments due hereunder shall be payable at the office of the Credit Union, or at such other place as the Credit Union may designate in writing. In the following manner:

(Check Applicable Box):

(A) ☐ in installments of $, beginning on and on the day of each month thereafter, plus a final payment of $ due on ;

(B) ☒ in 299 installments of $ 95.23 , beginning on DECEMBER 1, 2005 and on the 1ST day of each month thereafter, plus a final payment of $ 95.68 due on NOVEMBER 1, 2030 . However, the entire indebtedness outstanding, including any additional advances shall be payable on demand of the Credit Union after OCTOBER 31, 2012 . Until the Credit Union makes such demand, monthly payments of principal and interest shall continue as provided herein.

(C) ☐ (Other - Specify)

This repayment schedule is subject to revision based upon operation of the variable rate provision of the Note, additional advances under the Note, failure to make payments when due or operation of any other provision of the Note. Payments may be applied to installments, interest due, or delinquency charges in any order the Credit Union chooses.

If any installment of principal and interest is not paid within 15 days after its due date, the Credit Union may assess a delinquency charge of 5.000 percent of the unpaid amount of the installment. For purposes of calculating the late charge, payments will be credited first to current installments and then to delinquent installments. Interest on the balance due after acceleration or maturity of the loan shall be at a rate equal to the contract rate of interest then in effect.

This Note contains the following variable rate loan provision:

This Mortgage Note is secured by a real estate Mortgage to the Credit Union dated 10/31/05 on property located at 1541 DIVISION AVE, SHEBOYGAN, WI 53083

and all of the terms and conditions of said Mortgage are hereby incorporated herein and made a part of this Note.

If checked here ☐ , in addition to the installments aforementioned, Borrower agrees to pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, and property insurance premiums upon the premises mortgaged as collateral security for this Note. Upon demand, Borrower shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Borrower pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on the outstanding balance of such sums as required by law.

IN THE EVENT OF DEFAULT, BORROWER HEREBY PLEDGES ANY SHARES OR DEPOSITS, SHARE CERTIFICATES OF DEPOSIT NOW OR HEREAFTER HELD BY PROMISOR IN THIS CREDIT UNION AS ADDITIONAL SECURITY FOR THE PAYMENT OF THIS OBLIGATION. This Pledge shall not apply to any Individual Retirement Arrangements (IRA) or to any account for which the existence of the pledge would have an adverse impact on the tax-exempt status of the account.

If checked here ☐ , in the event a prepayment is made within 5 years of the date of this loan, Credit Union shall receive an amount equal to 60 days' interest at the contract interest rate on the amount by which the aggregate pricipal prepayments for any 12-month period exceeds 20% of the original amount of the loan. However, if this Note is subject to 138.056(3), Borrower may prepay this Note in whole or in part without penalty as permitted by 138.056(3). If a prepayment is made 5 or more years from the date of the Note, no premium or penalty will be charged by Credit Union.

Upon prepayment of the Note in full, the Credit Union will calculate and refund unearned interest paid, if any, pursuant to Wis. Stats., § 138.052. Solely for purposes of calculating such refund, an installment paid within days before or after its scheduled due date shall be treated as paid when due.

In the event of default, the undersigned shall pay all reasonable costs incurred by Credit Union in collection of the amount due hereunder, including attorney's fees, to the extent such fees are not limited by Wis. Stats., § 428.103. The Borrower(s), whether Maker, Surety, Guarantor or Endorser, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note, or any part thereof, without notice, and each hereby waives demand, presentment or payment, notice of acceleration, notice of nonpayment and protest.

The Credit Union has made no representations or warranties regarding any of the following: (1) the collection or enforcement of the obligation herein; (2) the collectibility or enforceability of any collateral securing the obligation; or (3) the financial condition of any Borrower. Each Borrower must independently determine the collectibility of the Obligation and the creditworthiness of any Borrower.

The obligations of each of the Borrowers is joint and several; any use of the singular herein may also refuer to the plural and vice versa; all references in this Note are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE ATTACHED ADDITIONAL PROVISIONS.
ALL BORROWERS ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE.

Sign and sealed this 31ST day of OCTOBER, 2005
In Presence of:

Andrea Rebrak

Borrower Kathleen S Burss (Seal)
KATHLEEN S BURSS

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

CREDIT UNION USE:
☐ Wis. Stat. § 138.052 ☐ Wis. Stat. Ch. 428 ☐ Wis. Stat. § 138.056 ☐ Truth in Lending Disclosure(82041) ☐ Real Estate Mortgage (82043) ☐ RESPA (ii B014) ☐ Right of Rescission(ii B036)

EXHIBIT A

ADDITIONAL PROVISIONS

Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions or agreements of this Note or the Mortgage which secures it, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Borrower toward the payment of said indebtedness, and thereafter proceed by suit at law for judgment on this Note or to foreclose said Mortgage given as security for payment hereof, or both; upon default by Borrower in any payment provided in said Mortgage or by this Note; upon the making of a contract or agreement by Borrower or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Borrower or Borrower's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Borrower's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Borrower, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Borrower to observe or perform any of the covenants and agreements contained herein or in the Mortgage which secures it. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its rights for any other or subsequent default or breach of covenant.

This Agreement between Borrower and Credit Union is expressly limited so that in no contingency or event whatsoever whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the use, forbearance or retention of the funds to be advanced hereunder exceed the highest rate permissible under the laws of the United States or of the State of Wisconsin, whichever shall be applicable. If, under any circumstances whatsoever, fulfillment of any provision of the Note or Mortgage securing this Note or any other agreement referred to herein shall, at the time fulfillment of such provision be due, involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance the holder thereof shall ever receive as interest an amount which would be excessive interest, such amount shall (a) be applied to the reduction of the unpaid principal balance due hereunder or (b) be refunded to Borrower, but shall never be credited or ascribed as the payment of interest. This provision shall control every other provision of all Agreements between Borrower and the holder hereof.

To the extent not prohibited by law, the Note is also secured by present and future security agreements between Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Note is not secured by any principal dwelling unless described in this Note.

1783652

MORTGAGE (NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over $25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

SHEBOYGAN COUNTY, WI
RECORDED ON
11/30/2005 10:02AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #
STAFF ID 6
TRANS # 72102
OF PAGES: 2

Acct. No. 14323 M1

In consideration of the sum of FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100 Dollars ($ 14,169.38), the receipt of which is acknowledged,

KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

("Mortgagor", whether one or more) mortgages, conveys and warrants to UNITEDONE CREDIT UNION ("Credit Union"), of MANITOWOC, Wisconsin and its successors and assigns the following described real estate in SHEBOYGAN County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

RETURN TO
UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220

Parcel ID Number 59281627190

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS. SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

This (is) (~~is not~~) a homestead property. ☐ If checked, description of property is continued on an attached sheet.

1. Covenant of Title. Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. Mortgage as Security. This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE PAGE TWO FOR ADDITIONAL PROVISIONS.

Signed and Sealed this 31ST day of OCTOBER, 2005

Kathleen S. Burss (Seal)
Mortgagor
* KATHLEEN S BURSS

(Seal)
Mortgagor
* GARY BURSS

(Seal)
Mortgagor
* Wendy Michels

STATE OF WISCONSIN }
MANITOWOC County } ss

This instrument was acknowledged before me on OCTOBER 31, 2005 by KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

Julie Wilke
* JULIE WILKE
Notary Public MANITOWOC County, Wis.
My Commission Expires: 06/25/2006

* Type or Print Name Signed Above

TN Sumner County

Wendy Michels signed before me Debra Jenkins, Notary Public this 24 OCT 2005

DEBRA B. JENKINS NOTARY PUBLIC TENNESSEE SUMNER COUNTY

THIS INSTRUMENT WAS DRAFTED BY:
JULIE WILKE

Use in conjunction with Mortgage Note 82042 and Federal Truth in Lending Disclosure 82041

EXHIBIT B

2

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
   (a) **To pay monthly** to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
   (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
   (c) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
   (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
   (e) **Conveyance.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
   (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
   (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
   (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
   (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; upon default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Mortgagor to observe or perform any of the covenants and agreements contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by 428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

UnitedOne CREDIT UNION

November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss 91 7199 9991 7037 9792 3575
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

Wendy Michels
114 East Dr
Hendersonville TN 37075

RE: Real Estate Mortgage Note (Non Consumer) dated October 31, 2005 ("Note")
Current Amount Outstanding on Note: $8,456.39
Mortgage dated October 31, 2005 ("Mortgage")
Account and Loan ***23-L0000
Mortgage Property Address: 1541 Division Ave. Sheboygan, WI 53081 ("Property")

Dear Mr. and Ms. Burss and Ms. Michels,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	August, 2020 $84.20 September, 2020 $95.23 October, 2020 $95.23 November, 2020 $95.23
Past Due Real Estate Taxes-	2017 $622.44 2018 $1,616.07 2019 $1,393.30
Total Due to Cure Default -	$4,001.70

This letter is to notify you that in order to cure the Default, you must pay $369.89 to UnitedOne and $3,631.81 to Sheboygan County Treasurer on or before December 12, 2020. Failure to cure the Default on or before December 12, 2020 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,

Shannon Schad
Asset Protection Coordinator

EXHIBIT C

UnitedOne CREDIT UNION

November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3582

Wendy Michels
114 East Dr
Hendersonville TN 37075

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Sincerely,

Shannon Schad
Asset Protection Coordinator

UnitedOne CREDIT UNION

November 10, 2020

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AND FIRST CLASS MAIL

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Gary Burss
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Sheboygan, WI 53083

Wendy Michels
114 East Dr
Hendersonville TN 37075

91 7199 9991 7037 9792 3599

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Sincerely,

Sh[illegible]
Asset Protection Coordinator

R. C. No. 323 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 79 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan.

FAP

CITY CLERK

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

Item 7.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON
by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

SEP 24 '20 AM11:02

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN
c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as defendant:

YOU ARE HEREBY notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America) of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: Clerk of Circuit Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin 53081; and to plaintiff's attorney, whose address is HOPP NEUMANN HUMKE LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, Wisconsin 53081-3174.

You may have an attorney help or represent you.

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON
by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN
c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

COMPLAINT

Plaintiff, the Estate of Daniel C. Wilson, by the Personal Representative, Cheryl Eggen, by its attorneys, HOPP NEUMANN HUMKE LLP, by Oliver M. Bauer, as and for a cause of action against the defendant, Richard A. Pocian, alleges and shows to the court as follows:

1. Plaintiff, the Estate of Daniel C. Wilson, is represented by its personal representative, Cheryl Eggen, who is an adult individual residing at 2420 Elm Avenue, Sheboygan, WI 53081.

2. Defendant, Richard A Pocian ("Pocian"), is an adult individual currently residing in the Oshkosh Correctional Institution located at 1730 W Snell Rd, Oshkosh, WI 54901.

3. Defendant, City of Sheboygan, is a municipal corporation organized and existing pursuant to the laws of the state of Wisconsin with is offices and principal place of business at 828 Center Avenue, Sheboygan, WI 53081.

4. Defendant, City of Sheboygan, is joined in these proceedings in that it has or may claim an interest in the property located at 1119 South 10th Street, Sheboygan, WI 53081, by virtue of docketed judgment liens against the defendant, Pocian. That said judgment liens are subordinate and inferior to the interest of the plaintiff.

3. That plaintiff recovers its statutory costs, disbursements, and reasonable attorney's fees of this action.

4. That plaintiff have such other and further relief as may be just and equitable.

Dated this 21st day of September, 2020.

HOPP NEUMANN HUMKE LLP
Attorneys for Plaintiff

By Electronically signed by Oliver M. Bauer
OLIVER M. BAUER
State Bar No. 1090927

Mailing Address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

Telephone: 920-457-8400
Facsimile: 920-457-8411

R:\CLIENT\13529\00001\00160381.DOCX

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

[X] A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or chan the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

[ ] B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as th unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpa principal) is less than the amount that said indebtedness would have been had the monthly payments been made specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of th Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage peri and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of th ful, replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The polici shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provid to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vend otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vend deems the restoration or repair to be economically feasible.

[X] **Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, ar insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable conditi and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecti the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing su repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vend will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrance except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

[X] A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser f examination, at the time of execution of this Contract.

[ ] B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at t time of execution of this Contract, are unsatisfactory to Purchaser: _____

[ ] C. No title evidence was provided prior to execution of this Contract.

Legibility Impaired

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Item 7.

Dated 10/22/14

VENDOR:

Daniel C. Wilson (SEAL)

* Daniel C. Wilson

* (SEAL)

PURCHASER:

Richard A. Pocian (SEAL)

* Richard A. Pocian

* (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Daniel Wilson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sheboygan COUNTY)

Personally came before me on October 22 2014,
the above-named Daniel C. Wilson and
Richard A. Pocian
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Judith A Schuette
Judith A. Schuette
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 12-11-16)

JUDITH A. SCHUETTE NOTARY PUBLIC STATE OF WISCONSIN

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-2003

*Type name below signatures.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Knight | Barry TITLE GROUP
Integrity. Experience. Innovation.

LETTER REPORT OF TITLE

File #: 11

Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

Completed on: 7/30/2020 3:35 pm
Last Revised on: 7/30/2020 3:36 pm
Printed on: 7/30/2020 3:38 pm
Title Contact: Donna Pikula
(dpikula@knightbarry.com)

	Assignment of Rents from Daniel C. Wilson to Cleveland State Bank recorded June 19, 2009 as Document No. 1880730.
Other matters.	A search of the tract index maintained by the Sheboygan County Register of Deeds office ("Register") for the 24 months prior to the Effective Date of this Commitment reveals no deeds conveying the Land recorded with the Register during the stated time period. The last document conveying the Land recorded with the Register was a Land Contract between Cheryl L. Eggen, as Personal Representative of the Estate of Daniel C. Wilson, deceased, as Vendor, and Richard A. Pocian, as Purchaser, executed October 22, 2014, and recorded November 17, 2016, as Document No. 2030643.

Please read the "Terms and Conditions – Letter Report of Title" set forth on the Knight Barry Title Group website at www.knightbarry.com/terms-and-conditions (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Condition. We reserve the right to update the Terms and Conditions as necessary – it is your responsibility to review them periodically.

Item 7.

August 28, 2020

Mr. Richard Pocian, 513647
Oshkosh Correctional Institution
P.O. Box 3310
Oshkosh, WI 54903-3310

Re NOTICE OF DEFAULT – LAND CONTRACT
1119 South 10th Street, Sheboygan, WI 53081

Dear Mr. Pocian:

This letter is in response to your letter dated August 10, 2020. To clarify, I represent the Daniel Wilson Estate. Cheryl Eggen is the personal representative of this estate and, therefore, I was hired by Ms. Eggen for the purpose of foreclosing on this land contract.

As you know, the purchase price under the land contract was $50,000.00. The land contract further required you to pay all real estate taxes on the property. The estate is not in possession of evidence that shows any payments were made under the land contract. As such, to comply with the Notice of Default, you must pay the entire remaining balance of $50,000.00 (or the outstanding balance upon proof of payment) plus the outstanding real estate taxes in the amount of $1,494.42.

If you fail to pay the outstanding balance in full by September 14, 2020, my client will have no choice but to commence an action to foreclose the above-referenced land contract.

Very truly yours,

Oliver M. Bauer
e-mail

OMB/cb

cc Ms. Cheryl Eggen

RECLIENT\1352\00001\00159366.DOCX

EXHIBIT
4

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Cheryl Eggen vs. Richard A. Pocian et al

Electronic Filing Notice

Case No. 2020CV000346
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

Case number 2020CV000346 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 64d867

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: September 22, 2020

UNOFFICIAL

VI

R. C. No. 320 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 46-20-21 by City Clerk submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FnP 21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 46 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan.

_____
CITY CLERK

FtP

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

JUL 21 '20 AM 8:11

Item 7.

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Audrey Brubaker et al vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2020CV000253
Class Code: Wrongful Death

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

7/21/20 Process Server _____
Date: _____ Time: 8:05 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2020CV000253 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 3eefc2

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: July 17, 2020

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendants:

You are hereby notified that the above-named Plaintiff has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Courthouse - 1st Floor, 615 North 6th Street, Sheboygan, WI 53081, and to Axley Brynelson LLP,

2 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, Plaintiff's attorneys. You may have an attorney help or represent you. If you require the assistance of auxiliary aids or services because of a disability, call 920-459-3068 and ask for the court ADA Coordinator.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON, LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351
J. Michael Riley, State Bar No. 1013649
Attorneys for Plaintiff
2 East Mifflin Street (53703)
Post Office Box 1767
Madison, WI 53701-1767
Phone: (608) 257-5661
Fax: (608) 257-5444
E-mail: hstraka@axley.com;
mriley@axley.com

FILED
07-17-2020
Sheboygan Co
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

COMPLAINT

Plaintiff, Audrey Brubaker, by her attorneys, Axley Brynelson, LLP, by Heath P. Straka, state the following as her Complaint against the above Defendants:

1. Plaintiff, Audrey Brubaker, is and was at all relevant times, an adult resident of the State of Wisconsin, who resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081.

2. Plaintiff Estate of Roman Martin, by his next of kin and biological mother, Audrey Brubaker, is a proper party hereto and brings claims for Roman Martin's (deceased) funeral and burial expenses, fear of death and conscious pain and suffering as described herein.

3. Defendant City of Sheboygan is a municipality, governmental subdivision with a principal office address of 828 Center Avenue, Sheboygan, Wisconsin 53081. At all material times, the City of Sheboygan employed Christopher A. Dekker. At all material times, Mr. Dekker

was acting within the scope of his employment with the City of Sheboygan as it relates to the accident which is the subject of this Complaint.

4. ABC Insurance Company is the fictitious name for the insurance company that issued a policy of insurance to the City of Sheboygan; that said policy of insurance provided liability insurance coverage to the City of Sheboygan for the acts and omissions of its employees when acting within the scope of their employment. On information and belief, such policy of insurance was in full force and effect at all times material hereto.

5. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.

6. On information and belief, at all material times, the garbage truck was owned by the City of Sheboygan and operated by one of its employees, Christopher A. Dekker.

7. On information and belief, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma caused by the crash that is the subject of this Complaint.

8. On information and belief, Roman Martin was traveling northbound on the east sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan garbage truck also traveling northbound on 14th Street, turned right on Center Avenue striking Roman Martin while he was operating his bicycle. Roman Martin was struck by the garbage truck while in the east side crosswalk.

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. At all material times, on information and belief, Roman Martin was in plain sight and visible to motorists including the driver of the City of Sheboygan garbage truck.

12. Plaintiffs served a Notice of Claim and Claim on the City of Sheboygan pursuant to Ch. 893, Wis. Stats. which claim was denied by Defendant.

CAUSE OF ACTION AGAINST
DEFENDANT CITY OF SHEBOYGAN AND ABC INSURANCE

As and for a cause of action against Defendant City of Sheboygan and ABC Insurance, Plaintiffs re-allege and incorporate by reference herein paragraphs (1-12) inclusive and further state as follows:

13. Defendant City of Sheboygan, by and through the actions and inactions of its employee, Christopher A. Dekker, and pursuant to the doctrine of *respondeat superior*, was negligent by failing to keep a proper lookout and was otherwise negligent in the operation of the garbage truck described herein.

14. As a direct and proximate cause of City of Sheboygan's aforesaid negligence, Plaintiffs suffered the injuries and damages as described above.

15. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, the City of Sheboygan is directly liable to Plaintiffs in an amount to be determined at trial.

16. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, ABC Insurance is directly liable to Plaintiffs in an amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendants, in an amount to be determined at trial, together with the costs and disbursements incurred herein; as well as a

declaration of what rights, if any, that the above involuntary plaintiff and subrogated defendant have as relates to their subrogation interest.

PLAINTIFFS HEREBY DEMAND A TRIAL BY A JURY OF SIX PERSONS.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON LLP

Electronically signed by Heath P. Straka
Heath P. Straka, State Bar No. 1031351
J. Michael Riley, State Bar No. 1013649
Attorneys for Plaintiff
2 East Mifflin Street (53703)
Post Office Box 1767
Madison, WI 53701-1767
Phone: (608) 257-5661
Fax: (608) 257-5444
E-mail: hstraka@axley.com;
mriley@axley.com

VI

R. C. No. 381 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 331-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 160-20-21 by City Clerk submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee; recommends to file the Petition.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5 of 6

R. C. No. 331 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 160-20-21 by City Clerk submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3

R. O. No. 160 - 20 - 21. By CITY CLERK. March 1, 2021.

Submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.

CITY CLERK

FYI
3/8- hold
3/22 hold

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

STATE EX REL. Case Classification Code 30955

CHAD SHELTON
1026 SWIFT AVE, SHEBOYGAN, WI 53081

Petitioner,

21CV0053

v.

Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council

Respondent.

PETITION FOR WRIT OF CERTIORARI

TO: Judge of the Circuit Court County Circuit Court, Sheboygan I, CHAD SHELTON, the petitioner in this action, respectfully, state as follows:

1. I am a resident of the city of Sheboygan.

2. The respondent is the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.

3. I hereby ask the court to review the decision of the respondent regarding the finding of dangerous and vicious dog on my dogs Cronus and Odysseus.

4. There is no nonjudicial remedy available subsequent to the respondent's decision on appeal. Pursuant to Wis. Stats. § 68.13 I have the right to appeal this decision via filing for a judicial review.

5. I am now challenging the decisions of the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council in the dangerous dog proceeding. In the following respects, the proceedings described above were erroneous, were arbitrary and capricious, and were contrary to state law and the Wisconsin and United States Constitutions.

WHEREFORE, I respectfully request that a writ of certiorari be granted to bring up for review and determination the proceedings in the matter set forth in this petition; and that, upon the return of the writ, the decisions and actions of the respondent be reversed and adjudged to be null and void.

Respectfully submitted,

PRO SE PETITIONER

CLERK CIRCUIT COURT
FILED
2021 FEB 15 P 2:16
SHEBOYGAN COUNTY
WISCONSIN

City of
Sheboygan
spirit on the lake.

January 15, 2021

Mr. Chad E. Shelton
1026 Swift Avenue
Sheboygan, WI 53081

Dear Mr. Shelton:

This letter is to inform you, pursuant to Section 18-47(i)(8) of the Sheboygan Municipal Code, of the determination of the Licensing, Hearings, and Public Safety Committee of the Common Council regarding your appeal of the order finding your dog Cronus to be a vicious dog, and your dog Odysseus to be a dangerous dog. The Committee affirmed the initial determination of the Chief of Police. As such, Cronus remains in the status of being a vicious dog and Odysseus remains in the status of being a dangerous dog.

Pursuant to Section 18-47(i)(10) of the Sheboygan Municipal Code, you do have the right to appeal this decision via filing for a judicial review pursuant to Wis. Stats. § 68.13. A judicial review must be sought via a Writ of Certiorari within thirty (30) days of the receipt of this letter. That Writ must be filed with the Circuit Court. As this was a final determination, if you seek review, the statute does require that the record of the proceedings be transcribed at the expense of the person seeking review. However, by stipulation the Court may order a synopsis of the proceedings in lieu of the transcript. The City is happy to enter into a stipulation with you to provide the court a video recording of the proceeding that was made by WSCS Sheboygan Community Station in lieu of a transcript to save you the cost thereof. If that is something in which you are interested, please feel free to let me know.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/kah

cc: Police Chief Christopher Domagalski
Lt. William Adams
Mayor Michael J. Vandersteen
Alderperson Ryan Sorenson, Chair of Licensing, Hearings, and Public Safety Committee

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Duty served this 16 day of Feb 2021

at 1007 AM PM UPON Meredith Robinson

as personal or substituted service

at 528 Center Sheb
(Street address or location) (City, Town, Village)

Sheboygan County, Wisconsin

by [signature] Title Deputy
Sheboygan County Sheriff's Department

VI

R. C. No. 279 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 107-21-22 by City Clerk submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Drive;

2. R. C. No. 330-20-21 by Finance and Personnel Committee to whom was referred R. O. No. 143-20-21 by City Clerk submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle;

3. R. O. No. 121-21-22 by City Clerk submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Badger State Lofts LP);

4. R. O. No. 112-21-22 by City Clerk submitting a notice of claim by Wisconsin Public Service Corporation for alleged damages and associated loss of gas service in the area of 1103 Mead Avenue on or about February 19, 2021;

5. R. O. No. 109-21-22 by City Clerk submitting a claim from Gabrielle McMullen for alleged damages to her vehicle when it was struck by a City plow while parked on Henry Street;

All R. O. 's have been reviewed by staff with the recommendation to file all claims and notice of claims.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 107 - 21 - 22. By City Clerk. December 6, 2021.

Submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Drive.

FP 3/7/22 - held

CITY CLERK

DEC
#18-21
MKC

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

11/23/2021 7:43:00 AM
Certified Mail Return Receipt Requested 9489 0090 0027 6372 9522 26

CITY OF SHEBOYGAN
CITY CLERK'S OFFICE
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: JOHNSON, TAYLOR
Your Claim Number: N/A
Our Insured: SUASTEGUI, DIANA
Our Claim Number: 21-7983848
Amount Subject to Reimbursement: 500.00
Amount of Insured's Deductible: N/A
IN ADDITION, THERE IS OUT OF POCKET FOR $1,535.60. PLEASE REIMBURSE OUR INSURED DIRECTLY
****

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: CALUMET DR IN SHEBOYGAN
Date and Time of Loss: 10-26-21 AT 3:24 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET DR, NORTHBOUND IN SHEBOYGAN WI WHEN A CITY VEHICLE WITH PLATE #E7298 OPERATERD BY JOHNSON, TAYLOR STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SUASTEGUI, DIANA", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Brittany Wallette
Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ARTISAN AND TRUCKERS CASUALTY COMPANY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6300 WILSON MILLS RD W33

Requester's name and address (optional)

6 City, state, and ZIP code

MAYFIELD VILLAGE, OH 44143

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	2	1	3	8	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Rae Garrett Date ▶ January 1, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Claim Payment Detail (21-7983848)

Payment Information

Disbursement Number:	372778006	**Total Amount:**	$500.00
Draft Number:	2040364438	**Invoice Number:**	89950847
Pay to the Order of:	SEZERO MEDINA		
Mailing Address:	3625 GRANITE RD SHEBOYGAN, WI 53083-1899 USA		
In Payment Of:	Progressive Invoice Number: 89950847		

Reviewed Summary

Issuing Rep:	A134860	**Approved By:**	
Issue Date:	11-12-21	**Review Date:**	
Last Updated Rep:	A134860	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	1CD
Stop Reason:		**Cleared:**	11-22-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SUASTEGUI, DIANA	**Amount Paid:**	$500.00
Property Description:	06 NISSAN ARMADA	**Deductible Taken:**	$0.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Date: 11/11/2021 11:01 AM
Estimate ID: 21-7983848-03
Estimate Version: 0
Committed
Profile ID: * SL - RV

Artisan and Truckers Casualty Co

Damage Assessed By: SCOTT BEHM
Classification:

Appraised For: DIONNE HILLSTEAD
(715) 690-3552

Type of Loss: Other
Date of Loss: 10/26/2021
Deductible: WAIVED
Claim Number: 21-7983848-03

Insured: UNKNOWN UNKNOWN
Owner: SEZERO MEDINA
Telephone: Home Phone: (920) 254-2089
Contact Phone: (920) 889-8968
Cell Phone: (920) 889-8968

Mitchell Service: 910343

Description: 10 GENERIC TRAILER/TOY HAULER
Body Style: Enclosed Cargo trailer single axle
VIN: 1111234567
Mileage: 113
OEM/ALT: O
Color: Grey
Options: SPECIAL PAINT/TRIM
Drive Train:
Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	REMOVE/REPLACE	.040 GREY ALUMINUM SKIN 4 X 8	New	155.00 *	2.0*
2	900500	BDY *	REMOVE/REPLACE	REAR CARGO DOOR	New	436.98 *	1.0*
3	900500	BDY *	REMOVE/REPLACE	.040 GREY ALUMINUM Door Opening	New	155.00 *	2.0*
4	900500	BDY *	REMOVE/REPLACE	ALUMINUM FRAMING DOOR OPENING	New	95.00 *	6.0*
5	900500	BDY *	REPAIR	REAR DOOR SILL	Existing		1.5*
6	900500	BDY *	REMOVE/REPLACE	SHOP SUPPLIES	New	25.00 *	0.0*

* - Judgment Item

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

ESTIMATE RECALL NUMBER: 11/11/2021 11:00:28 21-7983848-03
Mitchell Data Version: OEM: SEP_21_V1019
Software Version: 7.1.241

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Date: 11/11/2021 11:01 AM
Estimate ID: 21-7983848-03
Estimate Version: 0
Committed
Profile ID: * SL - RV

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	12.5	85.00	0.00	0.00	1,062.50 T
Taxable Labor					1,062.50
Labor Tax		@	5.500 %		58.44
Labor Summary	12.5				1,120.94

II. Part Replacement Summary			Amount
Taxable Parts			866.98
Sales Tax	@	5.500%	47.68
Total Replacement Parts Amount			914.66

III. Additional Costs	Amount
Total Additional Costs	0.00

IV. Adjustments	Amount
Insurance Deductible	WAIVED
Customer Responsibility	0.00

I.	Total Labor:	1,120.94
II.	Total Replacement Parts:	914.66
III.	Total Additional Costs:	0.00
	Gross Total:	2,035.60
IV.	Total Adjustments:	0.00
	Net Total:	2,035.60

Point(s) of Impact
6 Rear Center (P)

Insurance Co: Artisan and Truckers Casualty Co

Inspection Site: ***S-L Trailer*** SOB1 11/11
Address: 1806 Wilson Ave
Sheboygan, WI 53081
Inspection Date: 11/11/2021

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR - BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

THE OWNER MAY CHOOSE THE REPAIR FACILITY OF HIS OR HER CHOICE.

PROGRESSIVE HONORS THE PREVAILING COMPETETIVE LABOR RATE IN THE AREA WHERE THE PROPERTY WILL BE REPAIRED. IF YOU CHOOSE A SHOP THAT CHARGES IN EXCESS OF THE PREVAILING COMPETETIVE LABOR RATE IN THE AREA WHERE THE PROPERTY WILL BE REPAIRED, THEN YOU WILL BE RESPONSIBLE FOR THE DIFFERENCE IN LABOR RATES.

TO ENSURE PROPER AND PROMPT PAYMENT FOR ADDITIONAL DAMAGE DISCOVERED DURING THE COURSE OF REPAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT HANDLING PROCEDURES.

PART TYPE TERMS AND ABBREVIATIONS
NEW AND OEM OR PART NUMBER DISPLAYED - THESE REFER TO A NEW, ORIGINAL EQUIPMENT MANUFACTURER PART.

NON-OEM AND A/M AND QUAL REPL - THESE REFER TO AN AFTER-MARKET PART,

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WHICH IS A NEW, NON-ORIGINAL EQUIPMENT MANUFACTURER PART.

USED/RECYCLED AND LKQ - THESE REFER TO A USED OEM PART.
REMANUFACTURED AND RECOND. AND RECORE - THESE REFER TO USED/RECYCLED OEM PARTS THAT HAVE BEEN REFURBISHED.

AUTHORIZED REPAIR FACILITIES:

I ACKNOWLEDGE AND APPROVE OF THIS ESTIMATE.

SIGNATURE:_____
DATE:_____

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

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Contact Information

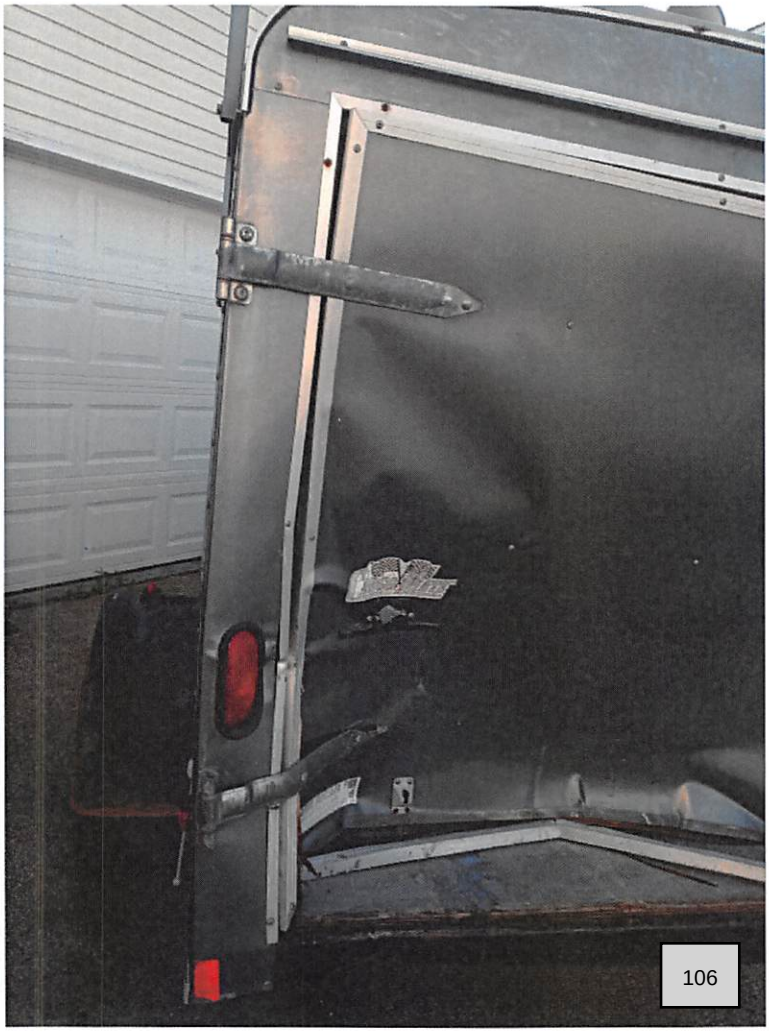
D. Hillstead 11/11/2021 04:02 PM EST 2 Weeks Since Report

OBC TO IO SEZRO EXPLAINED PER OUR POLICY WE CAN PAY OUT A MAX OF $500 FOR HIS TRAILER AS IT IS NOT ON THE POLICY. HE SAID OK AND WANTS TO DO A PAPER CHECK









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PoliceRecords.support@lexisnexisrisk.com

Accurint for Insurance
866-277-8407
Accurint.support@lexisnexisrisk.com

PAGE COUNT: 19

CLIENT: 107040
DIVISION: WISCONSI53718
ADJUSTER: A115882
CLAIM: 21-7983848

TRANSACTION #: 1551758512
DATE: 11/10/2021

DATE OF LOSS: 10/26/2021 TIME OF LOSS:
STREET:
CITY: SHEBOYGAN
COUNTY: SHEBOYGAN
STATE: WI

INVESTIGATING AGENCY: SHEBOYGAN CO SO
REPORT NUMBER:
REPORT TYPE: AUTOACCIDENT
PARTY1: JOSHYMAR SUASTEGUI
PARTY2:
PARTY3:

CAR: MAKE: YEAR:
TAG:

ADDITIONAL INFO:

NOTE:

THANK YOU FOR YOUR ORDER!

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G8L197RBBS
S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

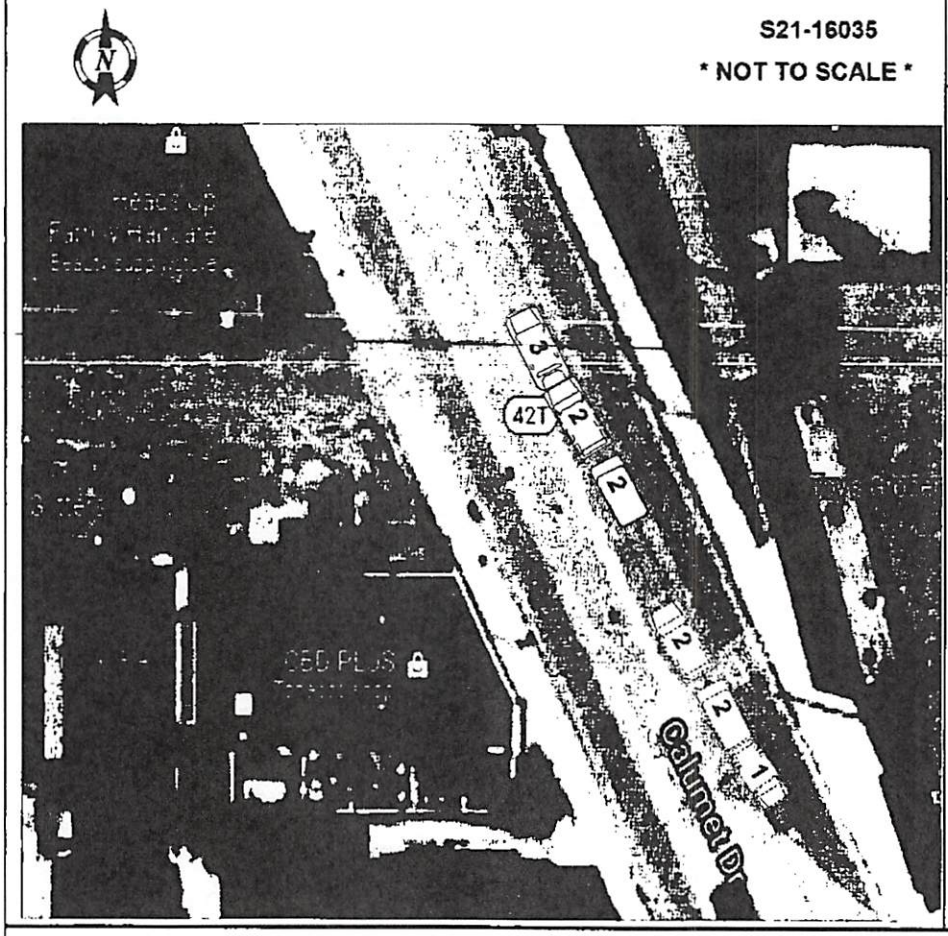
SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

G8L197RBBS

Document Number Override: G8L1DWMM0Z	Primary Crash Document #:	Agency Crash Number:	Investigating Officer/Deputy: DEPUTY LOGAN MELGOSA	
Crash Date: 10/26/2021	Crash Time: 03:24 PM	Date Arrived: 10/26/2021	Time Arrived: 03:42 PM	
Date Notified: 10/26/2021	Time Notified: 03:24 PM	Total Units: 03	Total Injured: 02	Total Killed: 00
☐ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☑ Trailer or Towed / ☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related: NO	Tags:	
☑ Reportable	Crash Type: DT4000 (STANDARD CRASH)	[redacted]		☐ Secondary Crash

Description

Diagram



Reconstruction By:

Photos By: L.MELGOSA #S084

Additional Information: PHOTOS, OTHER DOCUMENTS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT THREE WAS STOPPED IN LANE ONE OF N/B CALUMET AVE TO TURN INTO A PRIVATE PARKING LOT ON THE WEST SIDE OF THE ROADWAY. UNIT THREE HAD IT'S LEFT BLINKER ACTIVATED WHEN UNIT TWO SLOWED TO STOP FOR UNIT THREE. AS UNIT TWO WAS SLOWING, IT WAS STRUCK BY UNIT ONE FROM BEHIND. AFTER BEING STRUCK BY UNIT ONE UNIT TWO STRUCK UNIT THREE. UNIT TWO WAS HAULING A TRAILER BUT WAS DETERMINED THE TAIL LAMPS WERE NOT PLUGGED IN OR OPERATIONAL AT THE TIME OF THE CRASH. THE PASSENGER OF UNIT ONE WAS TRANSPORTED FOR MINOR INJURIES. THE DRIVER OF UNIT THREE COMPLAINED OF MINOR BACK PAIN HOWEVER WAS NOT TRANSPORTED. NO OTHER INJURIES WERE REPORTED.

INCORRECT LABELING OF UNITS IN NARRATIVE

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

Location

ON CALUMET DR/ STH42 NB 77 FT N OF ALEXANDER CT IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.766220146	Longitude -87.725681869
	X Coordinate 441591.0625	Y Coordinate 4846164
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) NONE
Environment Factor(s) NONE	
Weather Condition(s) CLEAR	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	NON-JUNCTION	NOT AN INTERSECTION

Closure Type LANE CLOSURE		Reasons for Closure LAW ENFORCEMENT, TOW TRUCK, FIRE/EMS	
Date Initial Lane/Rd Closed 10/26/2021	Time Initial Lane/Rd Closed 03:24 PM		
Date All Lanes Open 10/26/2021	Time All Lanes Open 04:37 PM	Date Scene Cleared 10/26/2021	Time Scene Cleared 04:37 PM

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

License Plate Number	Plate Type	St	Country of Issuance
E7298	OFF - MUNICIPAL OFFICI	WI	UNITED STATES

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 01 VEHICLE 01

Vehicle Identification Number	Make	Year	Model
1FM5K8AR4JGB00067	FORD	2018	EXPLORER

Color	Body Style	Bus Use
BLK - BLACK	UT - SPORT UTILITY VEHICLE	

Initial Contact Point	Vehicle Damage
12 - FRONT	01 - RIGHT FRONT CORNER, 02 - RIGHT SIDE FRONT, 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT, 14 - UNDERCARRIAGE
Extent Of Damage: DISABLING DAMAGE	



Towed Due To Damage	Vehicle Removed By
TOWED DUE TO DISABLING DAMAGE	RITEWAY TOWING

What Driver Was Doing	Vehicle Factors
GOING STRAIGHT	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

UNIT 01 OWNER 01

Owner Name	Owner Address
CITY OF SHEBOYGAN (920) 459-3333	828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT Policy Holder

Insurance Company	Government
CITY OF SHEBOYGAN	CITY OF SHEBOYGAN

UNIT INDIVIDUAL Individual

Driver	Citations Issued	Sex
TAYLOR ANN JOHNSON (262) 623-7309	0	FEMALE
	Date of Birth: 11/18/1997	Race: WHITE

Address	Driver License Number
4821 WINDWARD CT APT 9 SHEBOYGAN, WI 53083 , US	J5258019791802 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
POLICE	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

01 001 Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT / INDIVIDUAL 01 001

Medical Transport: NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
Hospital	Date of Death	Time of Death

Distracted By
Distracted By Source: OTHER ELECTRONIC DEVICE
Distracted By Action: OTHER ACTION (LOOKING AWAY FROM TASK ETC)

Non Motorist
Striking Unit # | Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol
Suspected Alcohol Use: NO | Suspected Drug Use: NO

Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results

Drug Type

Individual Condition: APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs: 2	Train/Bus # Recorded	Total # Citations Issued: 2	Total Trailers: 1	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: NORTHBOUND	☐ Pre Crash Tire Mark	Speed Limit: 25	Total Lanes: 4
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

02 02

License Plate Number: 557XTL	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 5N1AA08B66N725200	Make: NISSAN	Year: 2006	Model: ARMADA

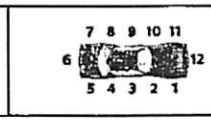
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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 02 VEHICLE

Color: RED - RED	Body Style: LL - CARRYALL	Bus Use:
Initial Contact Point: 06 - REAR	Vehicle Damage: 05 - RIGHT REAR CORNER, 06 - REAR, 07 - LEFT REAR CORNER	
Extent Of Damage: FUNCTIONAL DAMAGE		
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR	
What Driver Was Doing: SLOW/STOPPING	Vehicle Factors: STOP LAMPS	
Driver Prior Action Other:		
Driver Actions: FOLLOWING TOO CLOSE		

UNIT 02 VEHICLE 02

Owner Name: DIANA SUASTEGUI (920) 287-1944	Owner Address: 1806 WILSON AVE SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

UNIT 02 Policy Holder

Insurance Company: PROGRESSIVE-CASUALTY-INS-CO	Individual: DIANA SUASTEGUI

UNIT 02 TRAILER/ Trailer/Towed

Trailer Plate #	Plate Type	Make: ATWO	State	Country of Issuance
Unit Type: UTILITY TRAILER	Individual: SEVERO MEDINAMARES (920) 889-8968			Address: 3625 GRANITE RD SHEBOYGAN, WI 53081 , US
Vehicle Identification Number: 8007284176				

UNIT INDIVIDUAL Individual

Driver: JOSHYMAR SUASTEGUI GUATEMALA (920) 287-1944	Citations Issued: 2	Sex: MALE
	Date of Birth: 09/20/1989	Race: HISPANIC
Address: 1806 WILSON AVE SHEBOYGAN, WI 53081 , US	Driver License Number: S2324208934008 STATE: WISCONSIN COUNTRY: UNITED STATES	

~~Safety Equipment~~	On Duty Crash	Safety Equipment: SHOULDER & LAP BELT	
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT		
Helmet Use		Helmet Compliance	

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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

02 002 — UNIT — INDIVIDUAL

Eye Protection		Tint Compliance	
Injury	Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED	
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death
Distracted By	Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action: NOT DISTRACTED			
Non Motorist	Striking Unit #	Location	
Prior Action			
Action			
Action Other		To/From School	
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

02 002 — UNIT — INDIVIDUAL

Individual

Passenger: JOEL GOLPE ALBANIL (920) 838-0774	Citations Issued: 0	Sex: MALE
	Date of Birth: 09/12/1973	Race: HISPANIC
Address: 2427 CAMELOT BLVD # C SHEBOYGAN, WI 53081 , US	Driver License Number: G4144207333201 STATE: WISCONSIN COUNTRY: UNITED STATES	
Safety Equipment	On Duty Crash	Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 09 - RIGHT	
Helmet Use		Helmet Compliance
Eye Protection		Tint Compliance

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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 02 INDIVIDUAL 003

Injury

Injury Severity	Airbag
SUSPECTED MINOR INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
EMS GROUND	6050235	2104247

Hospital	Date of Death	Time of Death
AURORA MED CTR-SHEBOYGAN		

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Violations

	UTC Number	Issue To?	Statute Number	Description
01	BF875247	002	343.05(3)(a)	OPERATE W/O VALID LICENSE (1ST VIOLATION)
02	BF875248	002	347.14(1)	OPERATE VEHICLE W/O STOPPING LIGHTS

Unit Summary

UNIT 03

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
(SPORT) UTILITY VEHICLE	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre Crash Tire Mark	Speed Limit	Total Lanes
YES	NORTHBOUND		25	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

Truck Bus or HazMat: NO

Vehicle

UNIT 03 VEHICLE 03

License Plate Number	Plate Type	St	Country of Issuance
211ASF	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
JF2SKAGCXLH485408	SUBARU	2020	FORESTER

Color	Body Style	Bus Use
WHI - WHITE	UT - SPORT UTILITY VEHICLE	

Initial Contact Point	Vehicle Damage
06 - REAR	06 - REAR

Extent Of Damage: MINOR DAMAGE



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE

Driver Prior Action Other:

UNIT VEHICLE

Driver Actions: NO CONTRIBUTING ACTION

03 03

Owner Name	Owner Address
CHERIE LYNN WADLE (920) 627-4787	1130 NORTH AVE SHEBOYGAN, WI 53083 , US

Sequence Of Events

UNIT

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

Policy Holder

Insurance Company	Individual
WEST-BEND-MUTUAL-INS-CO	CHERIE WADLE

Individual

UNT INDIVIDUAL

Driver	Citations Issued	Sex
CHERIE LYNN WADLE (920) 627-4787	0	FEMALE
	Date of Birth: 03/10/1955	Race: WHITE

Address	Driver License Number
1130 NORTH AVE SHEBOYGAN, WI 53083 , US	W3401125559009 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash:

Row	Seat Position	Safety Equipment
01 - FRONT ROW	07 - LEFT	SHOULDER & LAP BELT

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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 03 — INDIVIDUAL 004

Helmet Use		Helmet Compliance	
Eye Protection		Tint Compliance	
Injury	Injury Severity: POSSIBLE INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED	
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death
Distracted By	Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action: NOT DISTRACTED			
Non Motorist	Striking Unit #	Location	
Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

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S21-16035

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

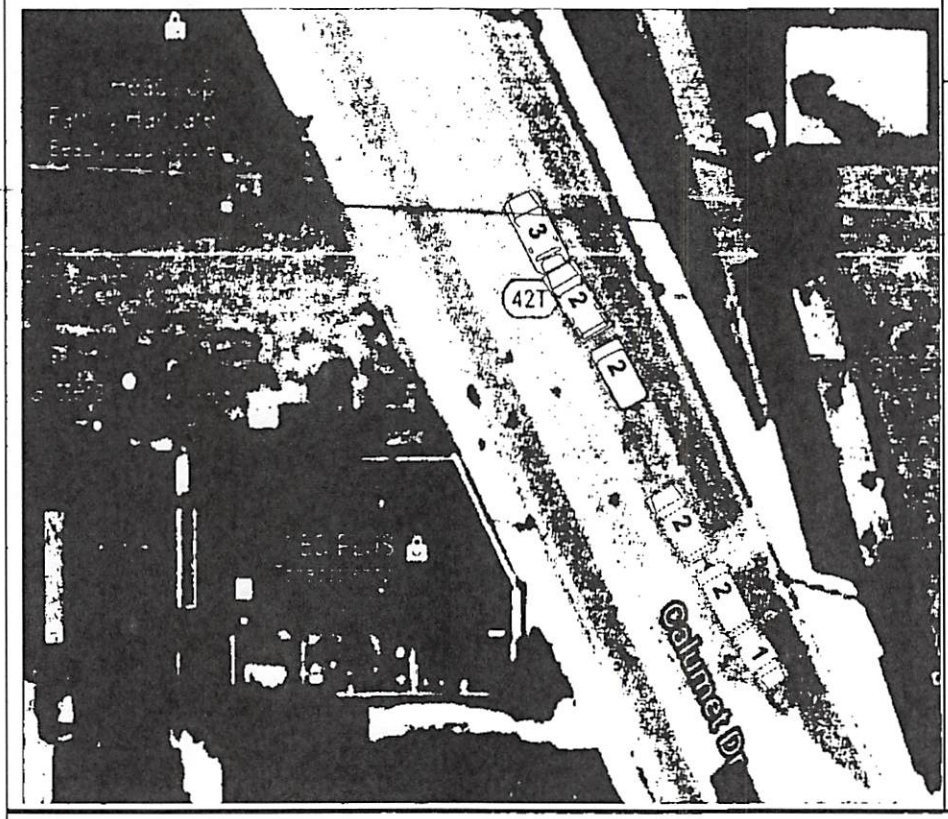
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Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			DEPUTY LOGAN MELGOSA
Crash Date: 10/26/2021	Crash Time: 03:24 PM	Date Arrived: 10/26/2021	Time Arrived: 03:42 PM
Date Notified: 10/26/2021	Time Notified: 03:24 PM	Total Units: 03	Total Injured: 02 / Total Killed: 00

☐ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☑ Trailer or Towed	☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related: NO		Tags	
☑ Reportable	Crash Type: DT4000 (STANDARD CRASH)			☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
L.MELGOSA #S084

Additional Information
PHOTOS, OTHER DOCUMENTS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 3 WAS STOPPED IN LANE ONE OF N/B CALUMET AVE TO TURN INTO A PRIVATE PARKING LOT ON THE WEST SIDE OF THE ROADWAY. UNIT ONE HAD IT'S LEFT BLINKER ACTIVATED WHEN UNIT TWO SLOWED FOR THE STOPPED VEHICLE IT WAS STRUCK BY UNIT ONE FROM BEHIND. AFTER BEING STRUCK BY UNIT ONE UNIT TWO STRUCK UNIT THREE. THE PASSENGER OF UNIT ONE WAS TRANSPORTED FOR MINOR INJURIES. THE DRIVER OF UNIT THREE COMPLAINED OF MINOR BACK PAIN HOWEVER WAS NOT TRANSPORTED. NO OTHER INJURIES WERE REPORTED

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525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

Location

ON CALUMET DR/ STH42 NB 77 FT N OF ALEXANDER CT IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.766220146	Longitude -87.725681869
	X Coordinate 441591.0625	Y Coordinate 4846164
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) NONE
Environment Factor(s) NONE	
Weather Condition(s) CLEAR	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	NON-JUNCTION	NOT AN INTERSECTION

Closure Type	Reasons for Closure		
LANE CLOSURE	LAW ENFORCEMENT, TOW TRUCK, FIRE/EMS		
Date Initial Lane/Rd Closed 10/26/2021	Time Initial Lane/Rd Closed 03:24 PM		
Date All Lanes Open 10/26/2021	Time All Lanes Open 04:37 PM	Date Scene Cleared 10/26/2021	Time Scene Cleared 04:37 PM

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel NORTHBOUND	☐ Pre Crash Tire Mark	Speed Limit 25	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

UNIT 01

License Plate Number E7298		Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR4JGB00067		Make FORD	Year 2018	Model EXPLORER

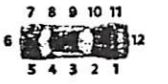
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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 01 VEHICLE 01

Color: BLK - BLACK	Body Style: UT - SPORT UTILITY VEHICLE	Bus Use:
Initial Contact Point: 12 - FRONT	Vehicle Damage: 01 - RIGHT FRONT CORNER, 02 - RIGHT SIDE FRONT, 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT, 14 - UNDERCARRIAGE	
Extent Of Damage: DISABLING DAMAGE		
Towed Due To Damage: TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By: RITEWAY TOWING	
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE	
Driver Prior Action Other:		
Driver Actions: NO CONTRIBUTING ACTION		
Owner Name: CITY OF SHEBOYGAN (920) 459-3333	Owner Address: 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US	

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT Policy Holder

Insurance Company: CITY OF SHEBOYGAN	Government: CITY OF SHEBOYGAN

UNIT INDIVIDUAL

Individual

Driver: TAYLOR ANN JOHNSON (262) 623-7309	Citations Issued: 0	Sex: FEMALE
	Date of Birth: 11/18/1997	Race: WHITE
Address: 4821 WINDWARD CT APT 9 SHEBOYGAN, WI 53083 , US	Driver License Number: J5258019791802 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: POLICE	Safety Equipment: SHOULDER & LAP BELT	
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:	Helmet Compliance:	
Eye Protection:	Tint Compliance:	

01 001 Injury

Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 01 — INDIVIDUAL 001

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source	
OTHER ELECTRONIC DEVICE	

Distracted By Action
OTHER ACTION (LOOKING AWAY FROM TASK ETC)

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
(SPORT) UTILITY VEHICLE	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
2		2	1	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	NORTHBOUND	☐	25	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

UNIT 02 — 02

License Plate Number	Plate Type	St	Country of Issuance
557XTL	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
5N1AA08B66N725200	NISSAN	2006	ARMADA

Color	Body Style	Bus Use
RED - RED	LL - CARRYALL	

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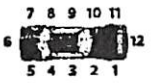
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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 02 VEHICLE

Initial Contact Point: 06 - REAR	Vehicle Damage: 05 - RIGHT REAR CORNER, 06 - REAR, 07 - LEFT REAR CORNER
Extent Of Damage: FUNCTIONAL DAMAGE	
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: SLOW/STOPPING	Vehicle Factors: STOP LAMPS
Driver Prior Action Other:	
Driver Actions: FOLLOWING TOO CLOSE	



UNIT 02 OWNER

Owner Name: DIANA SUASTEGUI (920) 287-1944	Owner Address: 1806 WILSON AVE SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT 02 Policy Holder

Insurance Company: PROGRESSIVE-CASUALTY-INS-CO	Individual: DIANA SUASTEGUI

UNIT 02 TRAILER/Towed

Trailer Plate #	Plate Type	Make: ATWO	State	Country of Issuance
Unit Type: UTILITY TRAILER	Individual: SEVERO MEDINAMARES (920) 889-8968			Address: 3625 GRANITE RD SHEBOYGAN, WI 53081 , US
Vehicle Identification Number: 8007284176				

UNIT INDIVIDUAL

Driver: JOSHYMAR SUASTEGUI GUATEMALA (920) 287-1944	Citations Issued: 2	Sex: MALE
	Date of Birth: 09/20/1989	Race: HISPANIC
Address: 1806 WILSON AVE SHEBOYGAN, WI 53081 , US	Driver License Number: S2324208934008 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use		Helmet Compliance
Eye Protection		Tint Compliance

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

02 002 UNIT INDIVIDUAL

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action
NOT DISTRACTED

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

02 002 UNIT INDIVIDUAL

Individual

Passenger	Citations Issued	Sex
JOEL GOLPE ALBANIL (920) 838-0774	0	MALE
	Date of Birth 09/12/1973	Race HISPANIC

Address	Driver License Number
2427 CAMELOT BLVD # C SHEBOYGAN, WI 53081 , US	G4144207333201 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	09 - RIGHT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

02 003

Injury

Injury Severity	Airbag
SUSPECTED MINOR INJURY	NON DEPLOYED

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT / INDIVIDUAL

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
EMS GROUND	6050235	2104247

Hospital	Date of Death	Time of Death
AURORA MED CTR-SHEBOYGAN		

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

02 003

Drug Type

Individual Condition
APPEARED NORMAL

Violations

	UTC Number	Issue To?	Statute Number	Description
01	BF875247	002	343.05(3)(a)	OPERATE W/O VALID LICENSE (1ST VIOLATION)
02	BF875248	002	347.14(1)	OPERATE VEHICLE W/O STOPPING LIGHTS

Unit Summary

UNIT 03

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
(SPORT) UTILITY VEHICLE	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre Crash Tire Mark	Speed Limit	Total Lanes
YES	NORTHBOUND	☐	25	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
BLACKTOP (BITUMINOUS)	STRAIGHT	LEVEL

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SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

Truck Bus or HazMat: NO

UNIT 03 VEHICLE 03 — Vehicle

License Plate Number	Plate Type	St	Country of Issuance
211ASF	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
JF2SKAGCXLH485408	SUBARU	2020	FORESTER

Color	Body Style	Bus Use
WHI - WHITE	UT - SPORT UTILITY VEHICLE	

Initial Contact Point	Vehicle Damage
06 - REAR	06 - REAR
Extent Of Damage: MINOR DAMAGE	



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other:	

Driver Actions: NO CONTRIBUTING ACTION

UNIT 03 VEHICLE 03

Owner Name	Owner Address
CHERIE LYNN WADLE (920) 627-4787	1130 NORTH AVE SHEBOYGAN, WI 53083 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT — Policy Holder

Insurance Company	Individual
WEST-BEND-MUTUAL-INS-CO	CHERIE WADLE

UNIT INDIVIDUAL — Individual

Driver	Citations Issued	Sex
CHERIE LYNN WADLE (920) 627-4787	0	FEMALE
	Date of Birth: 03/10/1955	Race: WHITE

Address	Driver License Number
1130 NORTH AVE SHEBOYGAN, WI 53083 , US	W3401125559009 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash:

Row	Seat Position	Safety Equipment
01 - FRONT ROW	07 - LEFT	SHOULDER & LAP BELT

Helmet Use	Helmet Compliance

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

03 004 — INDIVIDUAL

Eye Protection		Tint Compliance	
Injury	Injury Severity: POSSIBLE INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED	
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death
Distracted By	Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action: NOT DISTRACTED			
Non Motorist	Striking Unit #	Location	
Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

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VI

R. C. No. 330 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 143-20-21 by City Clerk submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 143 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle.

CITY CLERK

FHP

DATE RECEIVED 2-11-2021 RECEIVED BY MKC

Traveler's Claim
ILL5572

CLAIM NO. 25-20

SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 2021

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: Gina M. Gordon
2. Home address of Claimant: 2027 N 10th St, Sheboygan Wi 53081
3. Home phone number: 920-980-9147
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 1-11-2021, 2:00pm
6. Where did damage or injury occur? (give full description) Front area/bumper of 17 VW Golf Alltrack - police report attached
7. How did damage or injury occur? (give full description) Stopped at a red light, public works truck stopped in front decided to back up and hit me. Driver said he couldn't see me because the truck was too wide and is not equipped with a back up camera.
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: Robert Hayon
   (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 - driver error
   (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 time. (If there were no injuries, state "NO INJURIES").

No injury to person(s)

Auto Damage to 2017 Volkswagen Alltrack

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

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

Auto:	$ 1,117.94
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,117.94

Damaged vehicle (if applicable)

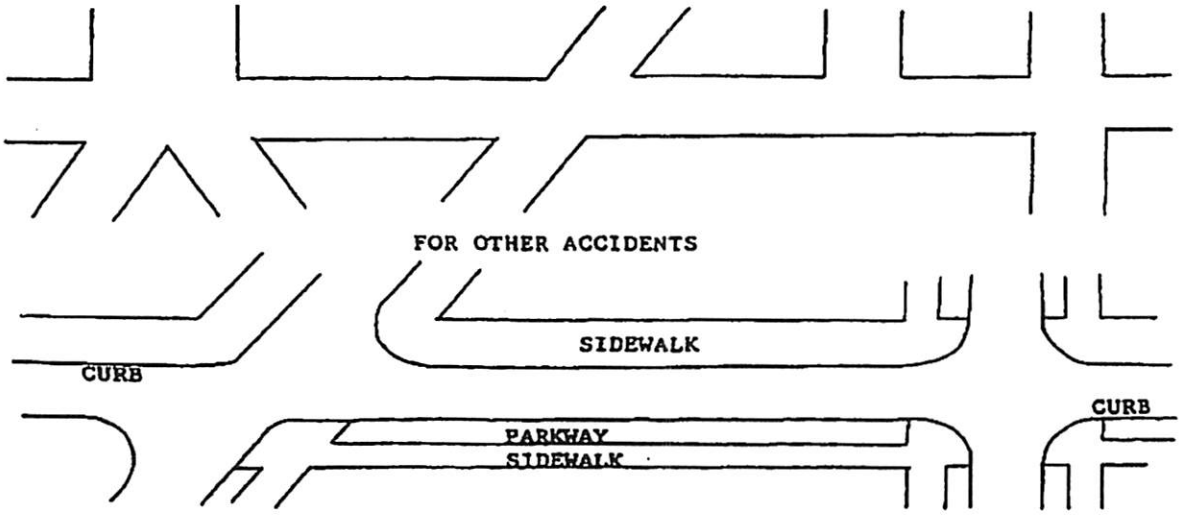
Make: VW Model: Golf Year: Alltrack Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

Police Report Attached

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 _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Claimant's Address: _____

_____

Claimant's Phone No. _____

Auto $_____

Property $_____

Personal Injury $_____

Other (Specify below) $_____

TOTAL $_____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1,117.94 .

SIGNED Gina M. Gordan DATE: 1-28-2021

ADDRESS: 2027 N 10th St, Sheboygan Wi 53081

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

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L0DXVN3K

PK2011

POLICE # C21-00614

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L0DXVN3K	Document Override Number:
Agency Accident Number:		Police Number: C21-00614		
4 - Accident Date: 01/11/2021	5 - Time of Accident (Military Time): 1423	6 - Total Units: 2	7 - Total Injured: 0	8 - Total Killed: 0
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.:	14 - On Street Name: WILGUS AVE	14 - Bus/Frnt/Rmp:	15 - Est. Dist: 59	Ft/Mi: F / 15 - Hwy. Dir: WEST
16 - Fr/At Hwy No.:	16 - From/At Street Name: TAYLOR DR	16 - Business/Frontage/Ramp:		
17 - Structure Type:	17 - Structure Number:	12 - Latitude: 43.757678713435	13 - Longitude: -87.75028796083	
80 - First Harmful Event: MOTOR VEHICLE IN TRANSPORT	93 - Manner of Collision:			
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type: BLACKTOP (BITMINOUS) - 2	
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: DRY	118 - Weather: CLEAR		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken	9 ☐ Trailer or Towed
9 ☐ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☒ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number:	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status:	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: EAST	24 - Speed Limit: 25
36 - Operating as Classified: D	37 - Endorsements:	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: H5007797642306	30 - State: WI	31 - Expiration Year: 2023	34 - On Duty Accident:	
25 - Operator/Pedestrian Last Name: HAYON	25 - First Name: ROBERT	25 - Middle Initial: WILLIAM	25 - Suffix:	
32 - Date Of Birth: 11/23/1976	33 - Sex: M			
26 - Address Street & Number: 1816 N 8TH ST		26 - PO Box:		
27 - City: SHEBOYGAN	27 - State: WI	27 - Zip Code: 53081	28 - Telephone Number: 920-946-1970	
39 - Seat Position:	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 ☐ Medical Transport	
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location:	92 - Pedestrian Action:		
119 - What Driver Was Doing: BACKING-MANEUVER	120 - Traffic Control: TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued: 0	
64 - 1st Statute No.:	64 - 2nd Statute No.:	64 - 3rd Statute No.:	64 - 4th Statute No.:	64 - 5th Statute No.:
122 - Driver Factors: UNSAFE-BACKING				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content:	91 - Drug Test: TEST-NOT-GIVEN		

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	PICKUP/UTILITY-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
79245	LTK	WI		1HTMNAANXAH280616

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2010	INTL	UTILITY	CB	WHI	

94 - Vehicle Damage

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45
☐ 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	47 - PO Box
1315 N 23RD ST # 101	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3444

Insurance

INS 01

63 - Liability Insurance Company	60
CITY OF SHEBOYGAN	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company
SHEBOYGAN CITY

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	EAST	25

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
G6352928278708	WI	2025	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
GORDON	GINAMARIE	L	

32 - Date Of Birth	33 - Sex
08/07/1982	F

26 - Address Street & Number	26 - PO Box
2027 N 10TH ST	

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	53081	920-980-9147

39 - Seat Position	40 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
SLOWING-OR-STOPPING	TRAFFIC-SIGNAL-OPERATING	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
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	2

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
426PWF	AUT	WI		3VWH17AU3HM517177

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2017	VOLK	GOLF ALLTR	SW	WHI	

94 - Vehicle Damage

95 - Extent Of Damage	96	97 - Vehicle Removed By
MODERATE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45
☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
GORDON	GINAMARIE	L		08/07/1982

46 - Company Name

47 - Address Street & Number	47 - PO Box
2027 N 10TH ST	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-980-9147

Insurance

INS 02

63 - Liability Insurance Company	60
TRAVELERS CASUALTY & SURETY CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
GORDON	GINAMARIE

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from ◯ To ◯ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Occupant

OCCUPANT 01

☐ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
2	DICKIE	REBEKA	NOELL	

68 - Address Street & Number	68 - PO Box
130 BROADWAY ST # 3	

68 - City	68 - State	68 - Zip Code
SHEBOYGAN FALLS	WI	53085

67 - Date of Birth	69 - Sex
12/22/1994	F

71 - Seat Position	72 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

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

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 1 IS A DPW ELECTRICIAN VEHICLE AND WAS COMPLETING WORK ON A TRAFFIC SIGNAL AT THE INTERSECTION OF TAYLOR AND WILGUS. BOTH UNITS WERE TRAVELING EB ON WILGUS. UNIT 1 WAS ATTEMPTING TO MANEUVER TO A DIFFERENT PART OF THE INTERSECTION AND BACKED INTO UNIT 2. DRIVER 1 REPORTED THAT HE COULD NOT SEE UNIT 2 BEHIND THE UTILITY VEHICLE AND BACKED INTO THE VEHICLE CAUSING THE HITCH TO PUNCH THROUGH THE FRONT BUMPER.

Officer Information

NFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
LIVINGSTON	LINDSAY		468

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

PK2011

OFFICER INFORM

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
01/11/2021	**1423**	**1428**	**01/12/2021**

Agency Accident Number	Police Number	19 - Special Study
	C21-00614	

18 - Agency Space
SQUAD #7


Jan 18, 2021 16:03:20 CST Lat: 43.7673645 Long: -87.71530914


Jan 18, 2021 16:02:58 CST Lat: 43.76752472 Long: -87.71528625

TRAVELERS

Mountain West Claim Center (PI-292)
Email Supplements:
supplementrequest@travelers.com

PO Box 650293
Dallas, TX 75265
Phone: (800) 227-1538

Claim #: ILL5572001
Workfile ID: 9034bae5

Estimate of Record

Written By: ANTHONY LUCCHESE, License Number: 880019, 1/21/2021 9:02:57 AM
Adjuster: GLASPELL, JASON, (317) 818-0133 Business

Insured:	GINA GORDON	Owner Policy #:	PT5010A6069870982031	Claim #:	ILL5572001
Type of Loss:	Collision	Date of Loss:	01/11/2021 12:00 AM	Days to Repair:	2
Point of Impact:	12 Front	Deductible:	500.00		

Owner (Insured):
GINA GORDON
2027 N 10TH ST
SHEBOYGAN, WI 53081-2627
(920) 980-9147 Cellular
GINAMARIE.GORDON@YAHO
O.COM

Inspection Location:
Virtual

Appraiser Information:
supplementrequest@travelers.com

Repair Facility:
OWNERS CHOICE

VEHICLE

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

VIN:	3VWH17AU3HM517177	Production Date:	11/2016	Interior Color:	
License:	426PWF	Odometer:	43924	Exterior Color:	White
State:	WI	Condition:			

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors

Claim #: ILL557
Workfile ID: 9034bae5

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	#		ASF - THE STANDARD FIRE INSURANCE COMPANY		1			
2	**FRONT BUMPER**							
3			O/H front bumper				2.8	
4		Repl	Bumper cover w/o drive asst	5G0807217LHGRU	1	383.33	Incl.	2.6
5			Add for Clear Coat					1.0
6			Add for fog lamps				0.4	
7		Refn	Tow eye cap	5G0807241AGRU				0.2
8			Add for Clear Coat					0.1
9		Repl	Center grille w/o auto brake	5G0853677J9B9	1	108.33	Incl.	
10	**MISCELLANEOUS OPERATIONS**							
11	**	Repl	A/M Flex Additive		1	5.00 T		
12	#	Subl	Hazardous Waste		1	3.00		
				SUBTOTALS		**499.66**	**3.2**	**3.9**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				494.66
Body Labor	3.2 hrs	@	$ 58.00 /hr	185.60
Paint Labor	3.9 hrs	@	$ 58.00 /hr	226.20
Paint Supplies	3.9 hrs	@	$ 38.00 /hr	148.20
Miscellaneous				5.00
Subtotal				1,059.66
Sales Tax	$ 1,059.66	@	5.5000 %	58.28
Total Cost of Repairs				**1,117.94**
Deductible				500.00
Total Adjustments				**500.00**
Net Cost of Repairs				**617.94**

Claim #: ILL557
Workfile ID: 9034bae5

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):
This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Upon request, we will provide information regarding repair facilities that will repair the vehicle for the appraised amount if necessary.
If the appraisal specifies used parts the parts must be of like kind and quality or better than those being replaced.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. MQVP=MANUFACTURER'S QUALITY AND VALIDATION PROGRAM.OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

Written By:_____ ANTHONY LUCCHESE _____

Appraiser License # :_____ 0000000 _____

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.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

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.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERA9272, CCC Data Date 01/11/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

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

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

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

DATE RECEIVED 8-10-21 RECEIVED BY MRC

CLAIM NO. Added Supplement #2520

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 09 2021

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: GINA GORDON
2. Home address of Claimant: 2027 N. 10th St. SHEBOYGAN WI 53081
3. Home phone number: 920-980-9147
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 1-18-21 2:00pm
6. Where did damage or injury occur? (give full description) FRONT OF BUMPER. TRAILER HITCH WENT RIGHT THROUGH BUMPER
7. How did damage or injury occur? (give full description) I WAS STOPPED AT A RED LIGHT. A UTILITY WORKER INFRONT OF ME PUT HIS TRUCK IN REVERSE & BACKED INTO ME. HE SAID HE WAS THERE TO CHECK THE SENSORS. HE SAID HE DIDN'T SEE ME.
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: ROBERT HAYON
   (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 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: $ 1317.75

Property: $

Personal injury: $

Other: (Specify below $

TOTAL $

Damaged vehicle (if applicable)

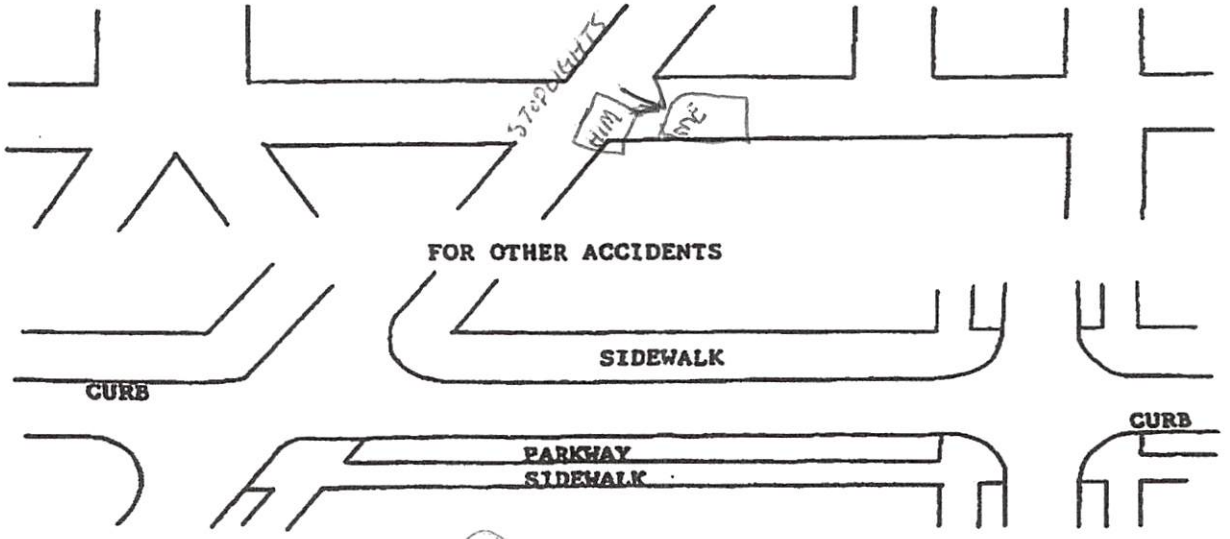
Make: VOLKSWAGEN Model: GOLF ALLTRACK Year: 2017 Mileage: 43K

Names and addresses of witnesses, doctors and hospitals:

REBEKA DICKIE (INFO ON POLICE REPORT)

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

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



SIGNATURE OF CLAIMANT [signature] DATE 7-22-21

ORIGINALLY SUBMITTED ON 1/26/

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: GINA GORDON

Claimant's Address: 2027 N. 10th St
SHEBOYGAN, WI 53081

Claimant's Phone No. 920-980-9147

Auto	$ 1317.75
Property	$ _____
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	$ 1317.75

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 $1317.75.

SIGNED _____ DATE: 7-22-21

ADDRESS: ORIGINALLY SENT 1/26/2

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

Date: 2/10/2021 04:20 PM
Estimate ID: 1745
Estimate Version: 0
Preliminary
Profile ID: Mitchell

SCOTT'S RODZ 'N WRECKZ LLC

149 RUH COURT, KIEL, WI 53042
(920) 894-1963
Fax: (920) 894-1964
Email: scott@rodznwreckz.com

Damage Assessed By: Scott Baldock
Classification: Audit

Deductible: UNKNOWN

Insured: Gina-Marie Gordon
Address: 2027 North 10th, Sheboygan, WI 53081
Telephone: Home Phone: (920) 980-9147

Mitchell Service: 911896

Description: 2017 Volkswagen Golf Alltrack S
Body Style: 4D Wgn
Drive Train: 1.8L Turbo Inj 4 Cyl 6A AWD
VIN: 3VWH17AU3HM517177
OEM/ALT: O
Search Code: None
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL
TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, ANTI-THEFT SYSTEM
AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO
LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, TRIP COMPUTER
FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, ALL WHEEL DRIVE, SIDE AIRBAGS
SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER, DAYTIME RUNNING LIGHTS
TONNEAU COVER, DRIVER SEAT WITH POWER LUMBAR SUPPORT
ELECTRONIC STABILITY CONTROL, FRONT HEATED SEATS
FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
REAR SPOILER, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1	100162	BDY	OVERHAUL	Frt Bumper Cover Assy			3.4 #
2		BDY	REMOVE/INSTALL	Grille Assy			0.3
3	100166	BDY	REMOVE/REPLACE	Frt Bumper Cover	ORDER FROM DEALER	383.33	INC #
4		REF	REFINISH	Frt Bumper Cover			C 2.6
5	100172	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	5GM 807 248 C	168.33	INC
6	100147	BDY	REPAIR	Frt Lwr Bumper Plate	Existing		0.5*
7	100176	BDY	REMOVE/REPLACE	Frt Lwr Bumper Grille	ORDER FROM DEALER	153.33	INC #
8		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
9	100187	BDY	REMOVE/REPLACE	Frt Bumper License Plate Bracket	5GM 807 287 F 9B9	81.67	INC
				Front Lamps			
10	100281	BDY	REMOVE/REPLACE	L Frt Fog Lamp Assembly	510 941 661 C	105.98 *	INC #
11		BDY	CHECK/ADJUST	Fog Lamps			0.4
				Special/Manual Entry			
12	900500	BDY *	REMOVE/REPLACE	HAZARDOUS WASTE REMOVAL	Sublet	5.00 *	0.0*
				Additional Operations			

ESTIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745
Mitchell Data Version: OEM: JAN_21_V
Software Version: 7.1.240

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All Rights Reserved

Date: 2/10/2021 04:20 PM
Estimate ID: 1745
Estimate Version: 0
Preliminary
Profile ID: Mitchell

	1128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.6*
				Special/Manual Entry			
	900500	REF *	REFINISH/REPAIR	Flex/Adhesion Promoter	New	8.00 *	0.0*
				Additional Operations			
15		REF	ADD'L OPR	Clear Coat			1.0
16	933018	REF	ADD'L OPR	Mask For Overspray		8.00 *	
				Additional Costs & Materials			
17			ADD'L COST	Paint/Materials		151.20 *	

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	4.6	62.00	0.00	0.00	285.20	T
Refinish	3.6	62.00	8.00	0.00	231.20	T
Mechanical	0.6	88.00	0.00	0.00	52.80	T
Taxable Labor					569.20	
Labor Tax		@	5.000 %		28.46	
Labor Summary	8.8				597.66	

II. Part Replacement Summary			Amount
Taxable Parts			905.64
Sales Tax	@	5.000%	45.28
Total Replacement Parts Amount			950.92

III. Additional Costs			Amount
Taxable Costs			151.20
Sales Tax	@	5.000%	7.56
Total Additional Costs			158.76

Paint Material Method: Rates
Init Rate = 42.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	597.66
II.	Total Replacement Parts:	950.92
III.	Total Additional Costs:	158.76
	Gross Total:	1,707.34
IV.	Total Adjustments:	0.00
	Net Total:	1,707.34

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact
12 Front Center (P)
ESTIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745
Mitchell Data Version: OEM: JAN_21_V
Software Version: 7.1.240

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[redacted]

Michaels' Auto Body Repair

316 Lincoln Ave
Cleveland Wisconsin
53015
920-320-1040
tmichaels2009@hotmail.com

INVOICE
INV0066

DATE
03/16/2021

DUE
On Receipt

BALANCE DUE
USD $1,317.75

BILL TO
Gina Marie

DESCRIPTION	RATE	QTY	AMOUNT
Bumper cover	$615.00	1	$615.00
Remove and install bumper cover (hourly labor)	$60.00	2	$120.00
Paint Includes hardner, sealer, clear coat, and reducer	$200.00	1	$200.00
Paint labor	$65.00	4	$260.00
Remove and install grill/fog lamps (hourly labor)	$60.00	1	$60.00

SUBTOTAL	$1,255.00
TAX (5%)	$62.75
TOTAL	$1,317.75
BALANCE DUE	USD $1,317.75

Payment Instructions

BY CHECK
Michaels' Autobody Repair

OTHER
PayPal or Square payments are accepted but will incur an extra fee of 3% of the grand total.

Todd michaels

DATE SIGNED
03/16/2021

Fifty percent of total due upon acceptance of the estimate.

The price quoted is contingent on not finding unexpected problems with the car that need to be addressed. I will contact the customer if I find other issues and will proceed with repairs only after the extra expense is discussed and approved.

Thanks for your business!

[redacted]

R. O. No. 121 - 21 - 22. By City Clerk. February 7, 2022.

Submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Bader State Lofts LP).

CITY CLERK

FHP

JAN 3 1 2022

MKC #22-21

Item 9.

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

January 26, 2022

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Process Server
Date: 1/31/22 Time: 1:20 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Meredith DeBruin, Clerk
City of Sheboygan
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 5308

Dear Clerk: Re: Tax Parcel No. 59281505650

Now comes Claimant, Badger State Lofts LP, owner of parcel 59281505650 0 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2021, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue in the City.

4. The Property is located at 1031 Maryland Avenue within the City and is identified in the City's records as Tax Parcel No. 59281505650.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

6. For 2021, property tax was imposed on property in the City at the rate of $26.210405per $1,000 for of the assessed value for Property.

7. For 2021, the City's assessor set the assessment of the Property at $2,759,000.

8. Claimant did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Claimant was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

9. The City imposed tax on the Property in the amount of $374,992.28.

10. Claimant timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

11. The fair market value of the Property as of January 1, 2021 was no higher than $6,500,000.

12. Based on the aggregate ratio 78.6759827%, the correct assessment of the Property for 2021 is no higher than $5,113,939.

13. Based on the tax rate of $26.210405 per $1,000 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than $134,038.

14. The 2021 assessment of the Property, as set by the City's Board of Assessors and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 was excessive in at least the amount of $240,954.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2021 tax in the amount of $240,954, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $240,954, plus interest thereon.

Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,

Don M. Millis
Agent for Claimant

46684067

R. O. No. 112 - 21 - 22. By City Clerk. January 4, 2022.

Submitting a notice of claim by Wisconsin Public Service Corporation for alleged damages and associated loss of gas service in the area of 1103 Mead Avenue on or about February 19, 2021.

F+P

CITY CLERK

Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

#20-21
MKC
12-20-21

NOTICE OF CLAIM FOR DAMAGES

TO: **City of Sheboygan**
Attn: City Clerk
828 Center Ave Suite 110
Sheboygan, WI 53081-4442

PLEASE TAKE NOTICE, that pursuant to Sec. 893.80, Wis. Stats, Wisconsin Public Service Corporation, 700 North Adams Street, Green Bay, Wisconsin by Mary Ritenour, Claims Analyst, hereby gives notice that on or about February 19, 2021, the claimant suffered damage and associated loss of gas service in the area of 1103 Mead Avenue in the City of Sheboygan, Wisconsin.

PLEASE TAKE FURTHER NOTICE that at the aforementioned time and place, the claimant sustained damage to gas meter regulator.

PLEASE TAKE FURTHER NOTICE, that all times material City of Sheboygan through its officials, employees, agents or representatives, including but not limited to City of Sheboygan Department of Public Works did strike and damage front of regulator with snow blower.

PLEASE TAKE FURTHER NOTICE that the damages suffered by Wisconsin Public Service Corporation were directly and proximately caused by the actions of City of Sheboygan in that its employee, in the normal course of employment, did strike and damage gas meter regulator while clearing snow, breaking it.

Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

City of Sheboygan

PLEASE TAKE FURTHER NOTICE, that by reason of the aforesaid actions of City of Sheboygan, Wisconsin Public Service Corporation sustained damages for which it makes claim upon City of Sheboygan in the sum of $210.24 and such other relief as provided by law.

PLEASE TAKE FURTHER NOTICE, that Mary Ritenour is the representative of the claimant in this matter, and any request for further information should be addressed to said individual at PO Box 1132, Milwaukee, Wisconsin, 53201-1132.

Dated at Milwaukee, Wisconsin, this 17th day of December, 2021.

WE ENERGIES

By Mary Ritenour
Mary Ritenour, Claims Analyst

P.O. ADDRESS:
We Energies
Claims, Room A145
PO Box 1132
Milwaukee WI 53201-1132
Telephone: 414-221-3788

Claim Number CL-2021105344

II

R. O. No. 109 - 21 - 22. By City Clerk. December 20, 2021.

Submitting a claim from Gabrielle McMullen for alleged damages to her vehicle when it was struck by a City plow while parked on Henry Street.

F+P

CITY CLERK

DATE RECEIVED 12-15-21

RECEIVED BY MKE

CLAIM NO. 19-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

DEC 15 2021

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: Gabrielle McMullen
2. Home address of Claimant: 2329 Henry Street
3. Home phone number: 920-254-0254 or 920-912-4027
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Dec 8, 2021, 10:15am Approximately
6. Where did damage or injury occur? (give full description) left driver side mirror and driver side window
7. How did damage or injury occur? (give full description) City Plow driver side swiped car as they plowed street. Driver stopped and called his supervisor and the police
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: the police officer that came to my door to give me the card with the claim number.
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 injurie

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

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

Auto:	$ 1200.00 estimated
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1200.00

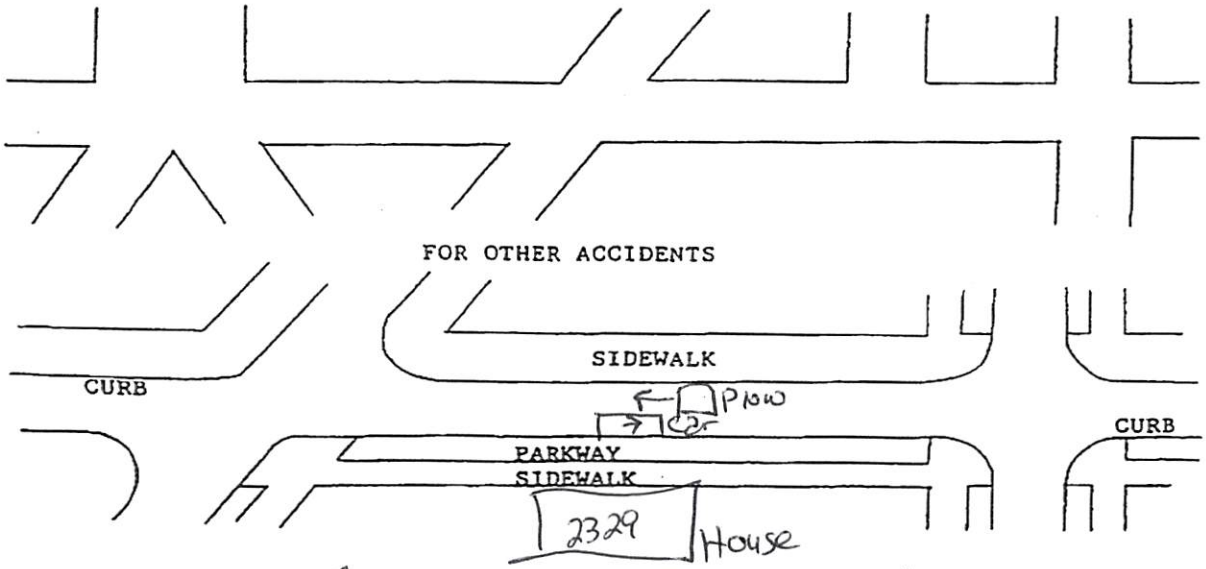
Damaged vehicle (if applicable)

Make: Cherrolet Model: Malibu Year: 2013 Mileage: 128,880

Names and addresses of witnesses, doctors and hospitals: The 2 plow drivers. Gabrielle McMullen who was looking out the window when it happened.

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 Gabrielle McMullen DATE 12-15-21

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Gabrielle McMullen

Claimant's Address: 2329 Henry St. Sheboygan, WI 53081

Claimant's Phone No. 920-254-0254 / 920-912-4027

Auto	$ 1200.00
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1200.00

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 $ 1200.00.

SIGNED Gabrielle McMullen DATE: 12-15-21

ADDRESS: 2329 Henry Street
Sheboygan, WI 53081

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

Get Your Police Report at
CRASHDOCS.ORG

Sheboygan Police Department

12/8/21 C21-21232
ACCIDENT DATE POLICE REPORT NUMBER

Reports are available 5-7 business days after incident

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

12/10/2021 02:11 PM

Owner

Owner: DEBRA MCMULLEN / Gabrielle
Address: 2329 HENRY STREET
City State Zip: Sheboygan, WI 53081
Home/Day: (920)912-4027
FAX:

Inspection

Inspection Date: 12/10/2021 02:13 PM
Primary Impact: Left Side
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
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

Target Complete Date/Time:
Days To Repair: 1

Vehicle

OEM Part Price Quote ID: ****

2013 Chevrolet Malibu 2LT 4 DR Sedan
4cyl Gasoline 2.5
6-Speed Automatic

Lic.Plate: AKW5234
Lic Expire:
Prod Date: 05/2013
Veh Insp# :
Condition:
Lic State: WI
VIN: 1G11E5SA1DF299311
Mileage: 128,888
Mileage Type: Actual
Code: U2683B

Ext. Color: CARBON FLASH MET
Int. Color: Jet Black w/Premium Cloth/Leatherett

Ext. Refinish: Two-Stage
Ext. Paint Code: 501Q,58
Int. Refinish: Two-Stage
Int. Trim Code: AFE

Options - ***AudaVIN Information Received***

2nd Row Head Airbags	***AM/FM CD Player***	Air Conditioning
Alarm System	***Aluminum/Alloy Wheels***	***Anti-Lock Brakes***
Auto Headlamp Control	***Bucket Seats***	Center Console
Cruise Control	***Daytime Running Lights***	***Dual Airbags***

Dual Zone Auto A/C	Emergency S.O.S. System	***Floor Mats***
Fog Lights	***Head Airbags***	***Heated Power Mirrors***
Illuminated Visor Mirror	Intermittent Wipers	***Keyless Entry System***
Knee Air Bags	LED Brakelights	***Leather Steering Wheel***
Lighted Entry System	MP3 Decoder	***Metallic Paint***
OnStar System	Overhead Console	Power Brakes
Power Door Locks	***Power Drivers Seat***	***Power Steering***
Power Windows	Projector Beam Headlamps	***Pwr Accessory Outlet(s)***
Pwr Driver Lumbar Supp	Rear Side Airbags	Rear Window Defroster
Rem Trunk-L/Gate Release	***Remote Starter***	Side Airbags
Split Folding Rear Seat	***Stability Cntrl Suspensn***	***Strg Wheel Radio Control***
Tachometer	***Telescopic Steering Whl***	***Theft Deterrent System***
Tilt & Telescopic Steer	***Tinted Glass***	***Tire Pressure Monitor***
Traction Control System	Trip Computer	***USB Audio Input(s)***
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
Front Doors										
1	E	221		Housing,Mirror Outer LT >> #22860542	22860542 GM Part	$262.57			1.0	SM
2	E	278		Cover,Frt Door Mirror LT >> #22860531	22812176 GM Part	$59.57*			0.2	SM
3	L	278	13	Cover,Frt Door Mirror LT	Refinish 0.3 Surface 0.6 Two-stage setup 0.1 Two-stage				1.0	RF
4	E	223		Glass,Front Door T LT	22893155 GM Part	$430.33			0.6	SM
Manual Entries										
5	SB			AFTM WINDOW TINT >> STICKY TINTS / 920-287-9300	Sublet Repair	$100.00*				SM*

5 Items

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

Estimate Total & Entries

OEM Parts		$752.47	
Paint & Materials	1.0 Hours @ $42.00	$42.00	
Parts & Material Total			$794.47
Tax on Parts & Material	@ 5.500%		$43.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$62.00	1.8		1.8	$111.60	
Mech/Elec (ME)	$130.00					
Frame (FR)	$78.00					
Refinish (RF)	$62.00	1.0		1.0	$62.00	
Labor Total				2.8 Hours		$173.60
Tax on Labor		@ 5.500%			$9.55	
Sublet Repairs					$100.00	
Tax on Sublet		@ 5.500%			$5.50	

Gross Total	**$1,126.82**
Net Total	**$1,126.82**

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00/00 Zip Code: 53081 Default
OEM Part Prices DT 12/10/2021 02:11 PM EstimateID 898664473395470336 QuoteID ****
SPPL Yes Zip Code: 53081 DEFAULT
Rate Name Default

Audatex Estimating 8.1.325 Update 3 ES 12/10/2021 02:26 PM REL 8.1.325 Update 3 DT 11/01/2021 DB 12/08/2021
State Disclosure:WI
© 2021 Audatex North America, Inc.

0.7 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

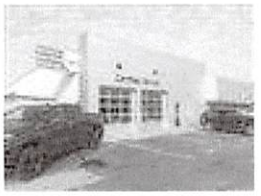
* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace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

Solera | Audatex

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Solera



JOE VAN HORN CHEVROLET COLLISION CENTER

FAMILY BORN EMPLOYEE OWNED
3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073
Phone: (920) 893-6361
FAX: (920) 893-0953

Workfile ID: 618fb8e0
PartsShare: 6ybXKb
Federal ID: 39-1052356

Preliminary Estimate

Customer: McMullen, Gabrielle **Job Number:**

Written By: CHRIS WIFLER

Insured: McMullen, Gabrielle
Type of Loss:
Point of Impact: 09 Left T-Bone (Left Side)
Policy #:
Date of Loss:
Claim #:
Days to Repair: 0

Owner:
McMullen, Gabrielle

(920) 254-0254 Cell

Inspection Location:
JOE VAN HORN CHEVROLET COLLISION CENTER
3008 EASTERN AVE, P.O. BOX 298
Plymouth, WI 53073
Repair Facility
(920) 893-6361 Business

Insurance Company:

VEHICLE

2013 CHEV Malibu LT2 4D SED 4-2.5L Gasoline Direct Injection BLACK

VIN: 1G11E5SA1DF299311
License: AKW-5234
State: WI
Interior Color:
Exterior Color: BLACK
Production Date: 5/2013
Mileage In: 128,903
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Remote Starter
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Rear Side Impact Air Bags
Lane Departure Warning
SEATS
Cloth Seats
Bucket Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Liftgate

Preliminary Estimate

Customer: McMullen, Gabrielle **Job Number:**

2013 CHEV Malibu LT2 4D SED 4-2.5L Gasoline Direct Injection BLACK

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT DOOR**							
2		Repl	LT Mirror assy w/heated w/o memory pkg	22860542	1	262.57	0.3	
3		Repl	LT Mirror cover w/body color	22860531	1	59.45		0.5
4			Add for Clear Coat					0.1
5		Repl	LT Door glass GM	22893155	1	430.33	0.5	
6	#	Subl	LT Door Glass tint +25%		1	62.50 T		
7		R&I	LT R&I trim panel				0.6	
8		R&I	LT Upper trim				0.1	
9	#	Rpr	Pre Scan				0.5 M	
10	#	Rpr	Post Scan				0.5 M	
11	#	Subl	Hazardous Waste Removal		1	5.00		
				SUBTOTALS		**819.85**	**2.5**	**0.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				757.35
Body Labor	1.5 hrs	@	$ 65.00 /hr	97.50
Paint Labor	0.6 hrs	@	$ 65.00 /hr	39.00
Mechanical Labor	1.0 hrs	@	$ 135.00 /hr	135.00
Paint Supplies	0.6 hrs	@	$ 45.00 /hr	27.00
Miscellaneous				62.50
Subtotal				1,118.35
Sales Tax	$ 1,118.35	@	5.5000 %	61.51
Grand Total				**1,179.86**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,179.86**

MyPriceLink Estimate ID / Quote ID:
898688212380164096 / 97519115

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.

Preliminary Estimate

Customer: McMullen, Gabrielle **Job Number:**

2013 CHEV Malibu LT2 4D SED 4-2.5L Gasoline Direct Injection BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1CP13, CCC Data Date 12/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

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

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

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

VIII

R. C. No. 288 - 21 - 22. By PUBLIC WORKS COMMITTEE.
April 18, 2022.

Your Committee to whom was referred Res. No. 174-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

Res. No. 174 - 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds.

WHEREAS, the Department of Public Works strives to equip the City of Sheboygan with modern traffic control equipment, so as to provide safe and efficient signalized intersections throughout the City of Sheboygan for vehicular and pedestrian traffic. This traffic control equipment will be used to improve traffic flow for the Taylor Drive corridor, STH 28 corridor and STH 23 corridor; and

WHEREAS, the Sheboygan Common Council, pursuant to Res. No. 166-18-19, Res. No. 167-18-19, and Res. No. 168-18-19, under authority granted under § 86.25 (2), Wis. Stats., entered into State/Municipal Agreements with the Wisconsin Department of Transportation for locally let Congestion Mitigation and Air Quality Improvement (CMAQ) Program dollars (Project ID 4650-02-00_71 for STH 23/Kohler Memorial Drive/Erie Avenue Traffic Flow Improvement, Project ID 4640-01-01_72 for STH 28/14th Street Traffic Flow Improvement, and Project ID 4291-00-01_71 for Taylor Drive Traffic Flow Improvement); and

WHEREAS, each of those three projects provided for the City of Sheboygan to provide funds to match or supplement federal or state aid for the improvements of a highway or street which it is authorized to reconstruct or approve, pursuant to § 86.25 (1), Wis. Stats.; and

WHEREAS, § 16.73, Wis. Stats., provides for the State of Wisconsin to enter into agreements with municipalities for cooperative purchasing in certain circumstances; and

WHEREAS, while § 16.73, Wis. Stats., provides that cooperative purchasing is generally not available for public construction under § 66.0901, Wis. Stats., § 86.25, Wis. Stats., the statute under which these projects are authorized, provides an exception in subsection (4) thereof to the ban on the use of cooperative purchasing programs for public construction in circumstances where funds are being provided via agreements with the Department of Transportation, including CMAQ Program dollars; and

WHEREAS, The Department of Public Works included funding in its 2022 budget for the purchase of Traffic Control equipment in 2022; and

Adopt

WHEREAS, it is recognized that the City of Sheboygan will purchase the equipment through the TAPCO WISDOT Contract No. #510004-NEMA TS 2 Cabinets and the CUBIC ITS WISDOT Contract No. 395002-M22-0510422-000-003, all of which will be used on the three aforementioned projects; and

WHEREAS, the Department of Public Works is requesting to have the above proprietary items specified so as to keep the standardization of traffic control equipment throughout the City; and

WHEREAS, copies of documentation showing the pricing of the proprietary items and showing that the prices are based upon WisDOT cooperative procurement contracts pursuant to § 16.73, Wis. Stats., are attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to purchase said items from TAPCO and CUBIC ITS, for the purchase of traffic control equipment for several road corridors which have signalized intersections in the City of Sheboygan, pursuant to the sales quotes attached, which are all based upon WisDOT cooperative procurement contracts pursuant to § 16.73, Wis. Stats., in the following amounts:

TAPCO $234,325.00

CUBIC ITS $334,530.00

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the purchase of said items from TAPCO and CUBIC ITS from Account No. 40033140-631200.

Dean Dekker

Vanessa Rueda

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

TAPCO
Safe travels.™

JT Engineering, Inc.
6325 Odana Road, Suite 2, Madison, WI 53719
jimp@jt-engineering.com

November 17, 2021

Re: WISDOT Contract #510004-NEMA TS 2 CABINETS

Dear Mr. Pavelski:

Per our conversation regarding the WisDOT Procurement contract #510004-NEMA TS 2 CABINETS we will extend the cooperative purchasing service agreement to the City of Sheboygan. This allows the city to purchase from the state contract #510004 with the same terms and conditions. Please see attached the Award Letter, Contract Renewal Letter, and the Schedule of Pricing. This contract consists of two different groups - traffic signal controllers, cabinets, and emergency vehicle preemption equipment. TAPCO worked together with Pro Electric on the traffic signal cabinets and controllers.

Sincerely
Brian Scharles
Brian Scharles
ITS Engineer
TAPCO
262-814-7306

TAPCO
Safe travels.

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q22005185
Date	3/25/2022
Page	1

Sell To Cust. C331	City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442
Ship To Cust.	City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081

Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
TAYLOR DR. TRAFFIC FLOW IMPROVEMENT	4/24/2022	Signal Service	Net 30 DAYS	PREPAID	TECH

Item	Description	Quantity	UM	Price	Extension
142612	NEMA TS2 Traffic Control Cabinet Type 1 Group 1	6	EA	7,199.00	$43,194.00
373-32896	Supplemental Wired Detector Rack Group 1	6	EA	307.00	$1,842.00
373-32892	Lighting Panel Group 1	6	EA	134.00	$804.00
373-32893	Cabinet Heater, Group 1	6	EA	203.00	$1,218.00
126478ST	ATC M62 Latest SEPAC / Latest NTCIP WISDOT Latest SEPAC / Latest NTCI	6	EA	2,865.00	$17,190.00
395-MMU216LEIP	Malfunction Management Unit,MMU2-16LEip	6	EA	715.00	$4,290.00
111727	Tripp Lite Isobar 6 Outlet Surge Protector/Suppres	6	EA	72.00	$432.00
373-1ST	Loadswitch Discrete Nema WisDOT	35	EA	19.00	$665.00
122-PAR2018	Relay Flash Transfer PAR 2018	21	EA	20.00	$420.00
373-32894	15 Calendar Day Delivery	6	EA	250.00	$1,500.00
395-00700	BIU700 EDI	6	EA	190.00	$1,140.00
373-77771	Generator Transfer Switch, Group 1	6	EA	165.00	$990.00

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
$73,685.00	$0.00	$0.00	$73,685.00

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: https://www.tapconet.com/terms-conditions

TAPCO
Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q22005189
Date	3/25/2022
Page	1

Sell To Cust. C331	Ship To Cust.
City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442	City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081

Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
STH 28 TRAFFIC FLOW IMPROVEMENT	4/24/2022	Signal Service	Net 30 DAYS	PREPAID	TECH

Item	Description	Quantity	UM	Price	Extension
142612	NEMA TS2 Traffic Control Cabinet Type 1 Group 1	8	EA	7,199.00	$57,592.00
373-32896	Supplemental Wired Detector Rack Group 1	8	EA	307.00	$2,456.00
373-32892	Lighting Panel Group 1	8	EA	134.00	$1,072.00
373-32893	Cabinet Heater, Group 1	8	EA	203.00	$1,624.00
126478ST	ATC M62 Latest SEPAC / Latest NTCIP WISDOT Latest SEPAC / Latest NTCI	8	EA	2,865.00	$22,920.00
395-MMU216LEIP	Malfunction Management Unit,MMU2-16LEip	8	EA	715.00	$5,720.00
111727	Tripp Lite Isobar 6 Outlet Surge Protector/Suppres	8	EA	72.00	$576.00
373-1ST	Loadswitch Discrete Nema WisDOT	76	EA	19.00	$1,444.00
122-PAR2018	Relay Flash Transfer PAR 2018	33	EA	20.00	$660.00
373-32894	15 Calendar Day Delivery	8	EA	250.00	$2,000.00
395-00700	BIU700 EDI	8	EA	190.00	$1,520.00
373-77771	Generator Transfer Switch, Group 1	8	EA	165.00	$1,320.00

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
$98,904.00	$0.00	$0.00	$98,904.00

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: https://www.tapconet.com/terms-conditions

TAPCO
Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q22005190
Date	3/25/2022
Page	1

Sell To Cust. C331	Ship To Cust.
City Of Sheboygan Ryan Sazema Finance Dept. cityacctspay@sheboyganwi.gov Sheboygan, WI 53081-4442	City of Sheboygan -1 Attn: Ryan J. Sazama DPW 2026 New Jersey Avenue Sheboygan, WI 53081

Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
STH 23 TRAFFIC FLOW IMPROVEMENT	4/24/2022	Signal Service	Net 30 DAYS	PREPAID	TECH

Item	Description	Quantity	UM	Price	Extension
142612	NEMA TS2 Traffic Control Cabinet Type 1 Group 1	5	EA	7,199.00	$35,995.00
373-32896	Supplemental Wired Detector Rack Group 1	5	EA	307.00	$1,535.00
373-32892	Lighting Panel Group 1	5	EA	134.00	$670.00
373-32893	Cabinet Heater, Group 1	5	EA	203.00	$1,015.00
126478ST	ATC M62 Latest SEPAC / Latest NTCIP WISDOT Latest SEPAC / Latest NTCI	5	EA	2,865.00	$14,325.00
395-MMU216LEIP	Malfunction Management Unit,MMU2-16LEip	5	EA	715.00	$3,575.00
111727	Tripp Lite Isobar 6 Outlet Surge Protector/Suppres	5	EA	72.00	$360.00
373-1ST	Loadswitch Discrete Nema WisDOT	44	EA	19.00	$836.00
122-PAR2018	Relay Flash Transfer PAR 2018	20	EA	20.00	$400.00
373-32894	15 Calendar Day Delivery	5	EA	250.00	$1,250.00
395-00700	BIU700 EDI	5	EA	190.00	$950.00
373-77771	Generator Transfer Switch, Group 1	5	EA	165.00	$825.00

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
$61,736.00	$0.00	$0.00	$61,736.00

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: https://www.tapconet.com/terms-conditions

February 1, 2022

To whom it may concern,

CUBIC ITS, Inc. is to acknowledge the State of Wisconsin DOT contract pricing for the City of Sheboygan, Wisconsin. The Wisconsin DOT Contract number is 395002-M22-0510422-000-003 which went into effect on 9/30/21. Please contact me with any questions/concerns

Christopher Robson

Chris.Robson@cubic.com

Business Development Manager

(269) 271-9881

CUBIC™

GRIDSMART®

GRIDSMART®

gridsmart.com

gridsmartinfo@cubic.com

+1 865 482 2112

10545 Hardin Valley Rd., Knoxville, TN 37932

Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Description	STH 23 TRAFFIC FLOW IMPROVEMENTS 4650-02-71 ALL PRICES INCLUDE SHIPPING AND REFLECT WISCONSIN DOT CONTRACT 395002-M22-0510422-000-03	Expiration Date	5/31/2022
		Quote Date	3/24/2022
		Quote Number	00016723

Prepared By	Christopher Robson		
Email	chris.robson@cubic.com		
Bill To Name	Sheboygan, WI	Ship To Name	Sheboygan, WI
Bill To	2026 New Jersey Ave. Sheboygan, Wisconsin 53081 United States	Ship To	United States

Product Code	Product	Sales Price	Quantity	Total Price
GS-3-TEN	1.9" to 4.5" Tenon Bracket	USD 155	5.00	USD 775
GS-3-CAT5	Burial Grade Cat5e	USD 470	2.00	USD 940
GS-3-GS2	GRIDSMART GS2 Processor	USD 10,145	5.00	USD 50,725
GS2-TS2-OPT	GS2 Processor TS2 Module	USD 35	5.00	USD 175
GS-3-PFM+	Performance Plus Module	USD 4,400	5.00	USD 22,000
GS-3-SMK	SMARTMOUNT Bell Camera	USD 3,450	5.00	USD 17,250
GS-3-TS2	TS2 Interface Cable	USD 165	5.00	USD 825

Total Price	USD 92,690
Grand Total	USD 92,690

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. See the full document here. To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you

Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Description	STH 28 TRAFFIC FLOW IMPROVEMENTS 4640-01-72 ALL PRICES INCLUDE SHIPPING AND REFLECT WISCONSIN DOT CONTRACT 395002-M22-0510422-000-03
Expiration Date	5/31/2022
Quote Date	3/24/2022
Quote Number	00016722

Prepared By	Christopher Robson
Email	chris.robson@cubic.com

Bill To Name	Sheboygan, WI
Bill To	2026 New Jersey Ave. Sheboygan, Wisconsin 53081 United States
Ship To Name	Sheboygan, WI
Ship To	United States

Product Code	Product	Sales Price	Quantity	Total Price
GS-3-TEN	1.9" to 4.5" Tenon Bracket	USD 155	7.00	USD 1,085
GS-3-CAT5	Burial Grade Cat5e	USD 470	4.00	USD 1,880
GS-3-GS2	GRIDSMART GS2 Processor	USD 10,145	7.00	USD 71,015
GS2-TS2-OPT	GS2 Processor TS2 Module	USD 35	7.00	USD 245
GS-3-PFM+	Performance Plus Module	USD 4,400	7.00	USD 30,800
GS-3-SMK	SMARTMOUNT Bell Camera	USD 3,450	7.00	USD 24,150
GS-3-TS2	TS2 Interface Cable	USD 165	7.00	USD 1,155

Total Price	USD 130,330
Grand Total	USD 130,330

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. See the full document here. To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you

Cubic Transportation Systems
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Description	TAYLOR DRIVE TRAFFIC FLOW IMPROVEMENT 4291-00-71 ALL PRICES INCLUDE SHIPPING AND REFLECT WISCONSIN DOT CONTRACT 395002-M22-0510422-000-03
Expiration Date	5/31/2022
Quote Date	3/24/2022
Quote Number	00016721

Prepared By	Christopher Robson
Email	chris.robson@cubic.com

Bill To Name	Sheboygan, WI
Bill To	2026 New Jersey Ave. Sheboygan, Wisconsin 53081 United States
Ship To Name	Sheboygan, WI
Ship To	United States

Product Code	Product	Sales Price	Quantity	Total Price
GS-3-TEN	1.9" to 4.5" Tenon Bracket	USD 155	6.00	USD 930
GS-3-CAT5	Burial Grade Cat5e	USD 470	3.00	USD 1,410
GS-3-GS2	GRIDSMART GS2 Processor	USD 10,145	6.00	USD 60,870
GS2-TS2-OPT	GS2 Processor TS2 Module	USD 35	6.00	USD 210
GS-3-PFM+	Performance Plus Module	USD 4,400	6.00	USD 26,400
GS-3-SMK	SMARTMOUNT Bell Camera	USD 3,450	6.00	USD 20,700
GS-3-TS2	TS2 Interface Cable	USD 165	6.00	USD 990

Total Price	USD 111,510
Grand Total	USD 111,510

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

All purchase orders and signed quotes adhere to Cubic Transportation Systems Terms & Conditions. See the full document here. To help us serve you better, please make sure Purchase Orders reference Part Number(s), Quantity, Pricing, Quotation Number, along with any special instructions or shipping preferences. Please submit via email to orders@gridsmart.com or fax to 865-249-6608. Thank you

IX

R. C. No. 287- 21 - 22. By PUBLIC WORKS COMMITTEE.
April 18, 2022.

Your Committee to whom was referred Gen. Ord. No. 42-21-22 by Alderpersons Dekker and Perrella repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

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

Gen. Ord. No. 42 - 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

AN ORDINANCE repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Gen. Ord. No. 52-75-76, which designated South 24th Street between Indiana Avenue and Georgia Avenue as a one-way street is hereby repealed.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of South 24th Street from the south curb line of Indiana Avenue to the north curb line of Georgia Avenue is hereby added to the list of locations where parking is not permitted.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the aforementioned traffic regulation.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Dekker

Jason Perrella

I HEREBY CERTIFY that the foregoing Ordinance 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

IX

R. C. No. 286 - 21 - 22. By PUBLIC WORKS COMMITTEE. April 18, 2022.

Your Committee to whom was referred Gen. Ord. No. 41-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the southwest corner of Spring Avenue and South 7th Street; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

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

Gen. Ord. No. 41 - 21 - 22. By Alderpersons Dekker and Perrella.
April 6, 2022.

AN ORDINANCE placing a stop sign at the southwest corner of Spring Avenue and South 7th Street.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," a stop sign shall be added requiring eastbound traffic on Spring Avenue to stop at the intersection of Spring Avenue and South 7th Street.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Dekker

Grayson Perrella

I HEREBY CERTIFY that the foregoing Ordinance 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

VIII

R. C. No. 285 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred Res. No. 173-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

Res. No. 173- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
April 6, 2022.

A RESOLUTION authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Sheboygan Southpoint Development, LLC, thereby authorizing the sale of the property and removing the contingency for Common Council approval found at lines 650-651 of the Vacant Land Offer to Purchase.

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

FP
Adopt

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

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON March 22, 2022 [DATE] IS ~~(AGENT OF BUYER)~~ (AGENT OF SELLER/LISTING FIRM) ~~(AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

The Buyer, _____

offers to purchase the Property known as A portion of parcel 59281470996 See Addendum A

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the City of Sheboygan, County of Sheboygan Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Three Hundred Sixty-Seven Thousand, Five Hundred Dollars ($ 367,500.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: N/A

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before April 8, 2022.

Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on within 30 days of waiving financial contigency.

at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ N/A accompanies this Offer.

If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

■ EARNEST MONEY of $ 10,000.00 will be mailed, or commercially, electronically or personally delivered within 10 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by ~~(listing Firm) (drafting Firm)~~ (other identified as title firm of Seller's choice) STRIKE THOSE NOT APPLICABLE

(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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

~~**VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.~~

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated N/A , which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and Property condition report, engineering reports and soil testing results to be provided in 10 days of acceptance.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

[N/A] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within N/A days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry .

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit http://www.revenue.wi.gov/ .

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/ .

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within 150 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: Spec warehouse / light industrial

_____

_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

[X] **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

[X] **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

[N/A] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 [CHECK ALL THAT APPLY] ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____ .

[X] **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

[X] **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: construction of a warehouse / light industrial

_____ .

[X] **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]:

☒ electricity at lot line ; ☒ gas at lot line ; ☒ sewer at lot line ;
☒ water at lot line ; ☒ telephone at lot line ; ☒ cable at lot line ;
☐ other _____ .

[N/A] **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

[X] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)/~~(Seller)~~ [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] ☐ rezoning; ☒ conditional use permit; ☒ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 150 days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[X] **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within 90 days ("30" if left blank) after acceptance, at ~~(Buyer's)~~ (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of 14 acres, maximum of 16 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: N/A

_____

_____ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

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

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

[X] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of suitable soil for construction determined by boring testing _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

This contingency shall be deemed satisfied unless Buyer, within 150 days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)~~(shall not)~~ [STRIKE ONE] ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

[X] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Conventional Loan [loan type or specific lender, if any] first mortgage loan commitment as described below, within 150 days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ 6,365,000.00 for a term of not less than 5 years, amortized over not less than 20 years. Initial monthly payments of principal and interest shall not exceed $ 42,007.00. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.500 %.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

~~N/A~~ ~~**SELLER FINANCING:** Seller shall have 10 days after the earlier of:~~

~~(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or~~

~~(2) the Deadline for delivery of the loan commitment on line 357,~~

~~to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT~~ ~~Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:~~

~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or~~

~~(2) _____~~

~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.~~

~~N/A~~ ~~**APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.~~

~~This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.~~

■ ~~**RIGHT TO CURE:** Seller (shall)(shall not)~~ ~~STRIKE ONE~~ ~~("shall" if neither is stricken) have the right to cure.~~

~~If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal~~

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.

N/A **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.

N/A **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

(2) Written waiver of _____ (name other contingencies, if any); and

(3) Any of the following checked below:

☐ Proof of bridge loan financing.

☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

Other: _____

_____

[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

N/A **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

☐ _____.

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

N/A Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, ~~at Seller's cost,~~ shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller shall pay all costs of providing title evidence to Buyer.~~ Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

~~■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).~~

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 105 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A

_____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

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

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES This Offer is contingent upon Common Council approval within 30 days of acceptance.

This Offer is contingent upon an executed TIF Developer's agreement between the City of Sheboygan and the Buyer to be completed within 90 days of acceptance. Such an agreement shall include 1) TIF incentive total of 20% of first year assessed value after completion, 2) Land grant equivalent to purchase of the land, less any municipal costs associated with transaction inducing up-to $5,000 in municipal legal fees, 3)remaining incentive provided over 10 years in a pay-as-you-go format.

Seller shall not be required to provide any brokerage commission to NAI Pfefferle, Buyer shall take full responsibility for any commission paid.

During the term of this contract the Buyer shall be allowed to place signage on the property and market the property for tenants.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 668-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Chad Pelishek

Name of Buyer's recipient for delivery, if any: Mark Schwei

[N/A] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____)_____ Buyer: (_____)_____

[N/A] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

[N/A] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: Chad.Pelishek@sheboyganwi.gov

Email Address for Buyer: markschwei@1call2build.com CC: Dane.Checolinski@NAIPfefferle.com

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

[X] **ADDENDA:** The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Dane Checolinski, NAI Pfefferle

(x) Mark C. Schwei 03/23/22
Buyer's Signature ▲ Print Name Here ▶ Mark C. Schwei -Manager Date ▲

(x) _____
Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

(x) _____ 3/30/2022
Seller's Signature ▲ Print Name Here ▶ ~~Ryan Sorenson, Mayor~~ Todd Wolf, City Administrator Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ▶ ~~Meredith DeBruin, City Clerk.~~ Date ▲

This Offer was presented to Seller by [Licensee and Firm] Dane Checolinski, NAI Pfefferle

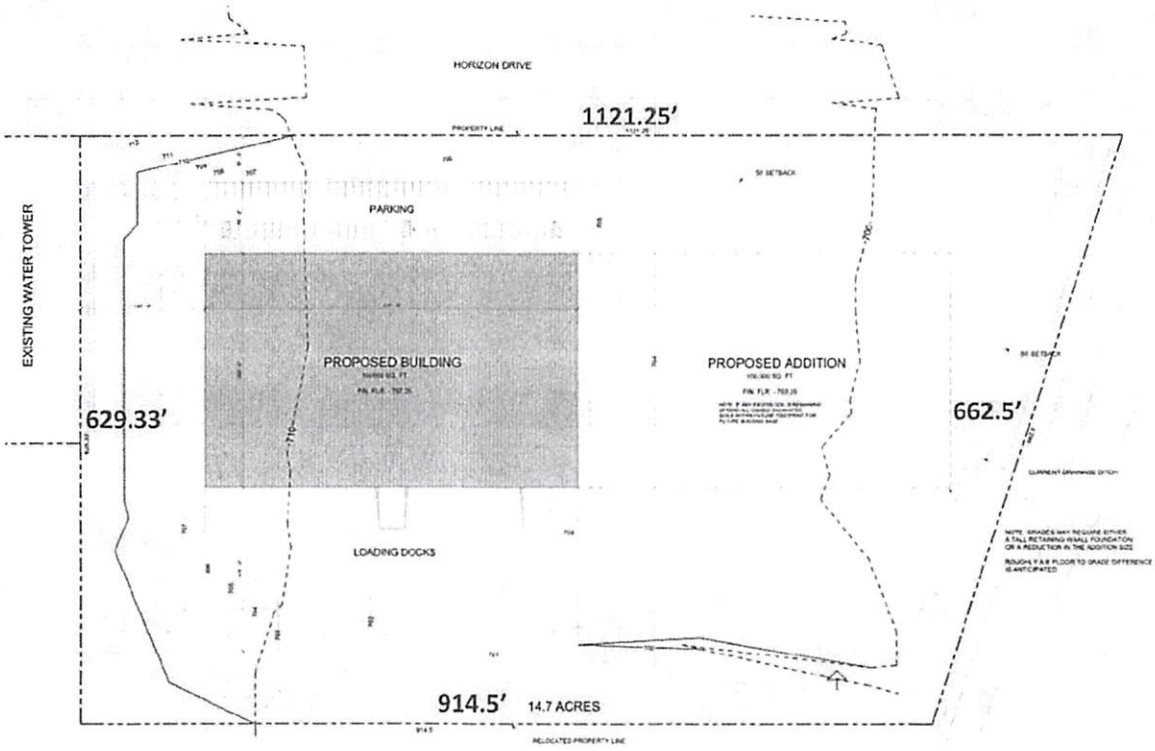
_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO WB-13 COMMERCIAL OFFER TO PURCHASE

Dated: 22 March 2022
Seller: City of Sheboygan, WI
Buyer: Sheboygan Southpoint Development, LLC
Property: Portion of Parcel 59281470996

Line 4-5: The Property is identified as ~14.7 acre more or less comprised of Tax Parcel #59281470996 located in the City of Sheboygan, Sheboygan County, Wisconsin as shown below. Seller acknowledges that the boundary lines shown below (along with the acreage referenced in this Addendum) are preliminary. The Offer is for the NE corner of the parcel at the intersection of Horizon Dr. and S. Business Dr.



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021	Real Estate	59281470996	281 - CITY OF SHEBOYGAN		CITY OF SHEBOYGAN 828 CENTER AVE SHEBOYGAN WI 53081-4442

Tax Year Legend: $ = owes prior year taxes ☒ = not assessed $ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	59281470996
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	8/28/2018
Historical Date:	
Acres:	44.160

Property Addresses

No Property Addresses were found

Owners

Name	Status	Ownership Type	Interest
CITY OF SHEBOYGAN	CURRENT OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
59281470973	3/9/2017
59281470974	3/9/2017
59281470976	1/5/2018
59281470980	1/26/2018

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

LOT 3 28CSM322-330 #2061658.

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type	#	Plat
☑	09	14 N	23 E							NOT AVAILABLE

[END]

VI

R. C. No. 284 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 138-21-22 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 138 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petition for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Georgia-Pacific Corrugated LLC vs Wisconsin Department of Revenue.

~~EIP~~
Accept + file

CITY CLERK

APR 4 '22 PM12

STATE OF WISCONSIN

TAX APPEALS COMMISSION

GEORGIA-PACIFIC CORRUGATED, LLC,	DOCKET NO. 22-MP-121
GEORGIA-PACIFIC CONSUMER PRODUCTS, LP,	DOCKET NO. 22-MP-122
AND	
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC,	DOCKET NOS. 22-MP-123, 22-MP-124, 22-MP-125, AND 22-MP-126

Petitioners,

v.

WISCONSIN DEPARTMENT OF REVENUE,	ACKNOWLEDGMENT OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters as follows:

Items Received:	Petitions
Date Received:	March 30, 2022
By:	Hand Delivery
Filing Fees Received:	6 $25

The docket numbers shown above are assigned to these matters and should be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notices of Determination.

Dated at Madison, Wisconsin, this 31st day of March, 2022.

WISCONSIN TAX APPEALS COMMISSION



Alyson Rish, Clerk
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Don M. Millis
Christopher Haltom w/enc.
Celestine Jeffreys w/enc.
Charlotte Nagel w/enc.
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE OF WISCONSIN **TAX APPEALS COMMISSION**

Georgia-Pacific Corrugated LLC
Tax Dept.
P.O. Box 105681
Atlanta, GA 30348-5681

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
~~**(Real Property Assessment)**~~
~~**(Manufacturing Penalty Assessment)**~~

FILED
MAR 30 2022
Wisconsin Tax Appeals Commission

22-MP-121

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 2, 2022

1.	Full name, address & telephone number of petitioner: Georgia-Pacific Corrugated LLC Attn: Sasha Oberbeck - Property Tax P.O. Box 105681 Atlanta, GA 30348-5681	2.	Computer nos. shown on Assessment notice: 81-59-281-P-000013314
3.	Address of personal property: 1927 Erie Avenue	4.	Assessment date: 06/14/2021

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures $78,600
Boats & watercraft	All others $1,600
Machinery & equipment $471,900	Total value $552,100

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	
Improvement	
Total	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

COPY

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

The assessment includes exempt property and greatly inflates the value of the personal property in the owner's possession.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	
Improvements	
Total	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures $64,729
Boats & watercraft	All others $1,600
Machinery & equipment $111,005	Total value $177,334

11. Was subject property appraised within the past 5 years? ☐ Yes ☒ No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

☐ Yes ☐ No

E. If so, will a copy of the appraisal be offered? ☐ Yes ☐ No

F. Will comparable sales be offered as evidence at the hearing?

☐ Yes ☐ No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:

Don M. Millis, Kristina Somers, Sara R. Rapkin, Shawn E. Lovell, and Karla M. Nettleton
Reinhart Boerner Van Deuren s.c.
22 E. Mifflin Street, Suite 700, Madison, WI 53703

Signature of owner/representative:

Kristina Somers

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 28, 2022

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

VIII

R. C. No. 283 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 175-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order for the purchase of a Multihog CV350 Sweeper for the Sheboygan Parking Utility from Hardline Equipment Inc.; recommends amending the Resolution to correct language to indicate "Sweeper", not "Rescue Engine."

_____ _____

_____ _____

_____ _____

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

Subs. of Res. No. 175 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
April 18, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a Multihog CV350 Sweeper for the Sheboygan Parking Utility from Hardline Equipment Inc.

WHEREAS, the Sheboygan Parking Utility is responsible for a number of public parking lots throughout the City of Sheboygan and regularly uses a small-scale street sweeping machine to maintain the lots in a clean, safe condition free of trash and debris; and

WHEREAS, the Sheboygan Parking Utility currently owns and operates an older sweeping machine which has exceeded its expected useful life and is no longer reliable for regular daily use. In addition, the manufacturer of this machine ceased operations several years ago making the machine obsolete and the availability of repair parts and service almost non-existent. The Equipment is covered under a State of Minnesota purchasing contract which allows the City to waive competitive bidding; and

WHEREAS, although the current manufacturing issues plaguing the United States and abroad have resulted in average lead times for new sweepers of 12 months or longer, City Staff was able to find a machine meeting all of the specifications that is currently being used as a demonstrator and is available almost immediately. The Dealer will sell the machine as new including a full factory warranty and will replace the bristle brushes with new ones prior to delivery. This will allow the use of the new machine for the 2022 sweeping season; and

WHEREAS, the quote for the Sweeper and detailed specifications of the Sweeper are attached to this Resolution; and

WHEREAS, funding for the purchase of the Sweeper has been included in the 2022 budget; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the new Sweeper is available from Hardline Equipment Inc. (of Henderson, Colorado) under the Minnesota Department of Administration State Procurement Plan; and

WHEREAS, under the Minnesota State Procurement pricing, the cost of the Sweeper is $134,224.38; and

WHEREAS, the City is able to obtain an early delivery price by purchasing a demonstration unit with new bristle brushes, which is in the best interest of the City; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Sweeper.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Hardline Equipment Inc. for the purchase of the Multihog CV350 Sweeper as described in the attachments to this Resolution in the amount of $134,224.38.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in State of Minnesota Contract # 190611 for 3- and 4-Wheel Street Sweepers, a copy of which is attached.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to $134,224.38 from Account No. 65095000-641400 (Parking Utility Heavy Equipment) to pay for the Sweeper.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase may be subject to a manufacturer warranty statement (attached).

_____

_____

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 175 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski. April 11, 2022.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a Multihog CV350 Sweeper for the Sheboygan Parking Utility from Hardline Equipment Inc.

WHEREAS, the Sheboygan Parking Utility is responsible for a number of public parking lots throughout the City of Sheboygan and regularly uses a small-scale street sweeping machine to maintain the lots in a clean, safe condition free of trash and debris; and

WHEREAS, the Sheboygan Parking Utility currently owns and operates an older sweeping machine which has exceeded its expected useful life and is no longer reliable for regular daily use. In addition, the manufacturer of this machine ceased operations several years ago making the machine obsolete and the availability of repair parts and service almost non-existent. The Equipment is covered under a State of Minnesota purchasing contract which allows the City to waive competitive bidding; and

WHEREAS, although the current manufacturing issues plaguing the United States and abroad have resulted in average lead times for new sweepers of 12 months or longer, City Staff was able to find a machine meeting all of the specifications that is currently being used as a demonstrator and is available almost immediately. The Dealer will sell the machine as new including a full factory warranty and will replace the bristle brushes with new ones prior to delivery. This will allow the use of the new machine for the 2022 sweeping season; and

WHEREAS, the quote for the Sweeper and detailed specifications of the Sweeper are attached to this Resolution; and

WHEREAS, funding for the purchase of the Rescue Engine has been included in the 2022 budget; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the new Sweeper is available from Hardline Equipment Inc. (of Henderson, Colorado) under the Minnesota Department of Administration State Procurement Plan; and

WHEREAS, under the Minnesota State Procurement pricing, the cost of the Sweeper is $134,224.38; and

F&P adopt 4/11/22 amended Res. w/ corrected language to indicate "Sweeper" not "rescue engine"

WHEREAS, the City is able to obtain an early delivery price by purchasing a demonstration unit with new bristle brushes, which is in the best interest of the City; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Sweeper.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Hardline Equipment Inc. for the purchase of the Multihog CV350 Sweeper as described in the attachments to this Resolution in the amount of $134,224.38.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in State of Minnesota Contract # 190611 for 3- and 4-Wheel Street Sweepers, a copy of which is attached.

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to $134,224.38 from Account No. 65095000-641400 (Parking Utility Heavy Equipment) to pay for the Sweeper.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase may be subject to a manufacturer warranty statement (attached).

_____

_____

Finance & Personnel

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

Multihog

One Machine - One Operator - Endless Applications

CV MULTI-PURPOSE SWEEPER



- Engine: Hatz, 75 hp
- Emissions class: Stage V, Tier 4 final
- Length: 3800 - 4600 mm (149 - 181 in)
- Width: 1200 - 1600 mm (47 - 63 in)
- Height: 1995 mm (79 in)
- Wheelbase: 1750 mm (69 in)
- Unladen weight: 2000 - 2500 kg (4409 - 5511 lb)
- Axle capacity, front, tyre dependent: 2500 kg (5511 lb)
- Axle capacity, rear, tyre dependent: 2500 kg (5511 lb)
- Gross vehicle weight: 3500 - 4000 kg (7716 - 8818 lb)
- Outer turning radius: 2550 - 2740 mm (100 - 108 in)
- Maximum speed: 40 km/h (25 mph)
- Sweeping width: 1200 - 2350 mm (47 - 92 in)
- Hopper volume: 1.5 m^3 (2 yd^3)

Your local authorised dealer is:

Multihog Global Headquarters,
Finnabair Business Park, Dundalk, Co. Louth, Ireland.
info@multihog.com
+353 42 9386738 / 443 852 1842 (US/CA)
www.multihog.com

Due to our policy of continuous improvement, reasonable alterations & changes to the specifications of our products may take place subsequent to the publication of this brochure & we reserve the right to make such changes without prior notice.

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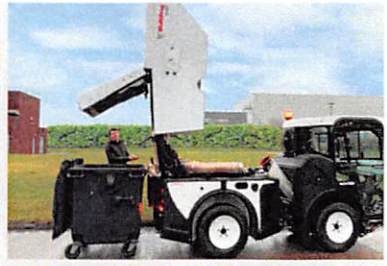
Multihog



CV MULTI-PURPOSE SWEEPER

THE CV
MORE THAN JUST A SWEEPER















- Compact, multi-purpose sweeper available in 3500 kg (7716 lb) or 4000 kg (8818 lb) GVW models.
- Dedicated all-terrain vehicle with the option to change front brushes to other attachments (e.g. snow).
- Boasts one of the cleanest engines on the market with environmentally friendly Tier 4/Stage V emissions.
- All sweeper functions are controlled from a floating multifunctional armrest, which is ergonomic.
- Each brush independently controlled via miniature joystick and a third brush may be added if required.
- Incredibly simple operation – switch from drive mode to sweep mode and back again using one button.
- Heavy-duty cooling for hot climates and 200 litre (53 US gal) water tank for optimal dust suppression.
- Full independent spring and damper suspension on each wheel for ultimate operator comfort.
- Rated 4 stars by PM 2.5/PM 10 industry standard for particulate matter (highest rating available).

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
3/14/2022	2651

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	TS			Multihog CV 350

Item	Qty	U/M	Description	Rate	Amount
Misc	1	ea	MN State Contract No. 190611	0.00	
Multihog	1		Part # 697-2064 - CV350 Sweeper 75HP (Hardline Equipment Demonstrator) Tier 4 Final diesel engine - Gross vehicle weight 3500kg - Permanent 4 wheel hydrostatic drive - Part #'s 697-1206 & 697-1098 BFG All Terrain LT245/75/16 tires with narrow mud guards Maximum Axle Load 5361 lbs. - 3 speed transmission - 2 drive modes – Road & Work - Independent spring and damper suspension - Spacious, panoramic driver cab with cushioned mounting system - Adjustable Seat mounted, multifunction control armrest with twin miniature joysticks for ease of operation and control for improved driver comfort. - 7" high resolution color screen with anti-glare technology - Low level of vibration. - Low driver noise level. - Heated Rear view mirrors. - 24.85 mph travel speed - 150 amp alternator - Disk brakes - Multi-disc parking brakes with automatic activation upon leaving the driver seat or turning the engine off. -Adjustable steering with 2 tilt adjustments of steering column and telescopic height adjustment of steering wheel.	130,650.00	130,650.00

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
3/14/2022	2651

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	TS			Multihog CV 350

Item	Qty	U/M	Description	Rate	Amount
Multihog			- Interior light - Variable flow load sensing hydraulic supply, 0 -100 liters/min. with 225 maximum bar pressure depending on flow setting. (See flow/ pressure graph for exact flow and pressure capability). - Maximum flow to front is 100 l/m, Maximum flow to rear is 60 l/m. - Combined Maximum flow to front and rear is 100 l/m - 2 double acting hydraulic functions to the front - 1 double acting hydraulic function to the rear - Front mounted hydraulic lift arms with independent controls and 750kg combined (1650 lbs.) lift capacity - Emergency release brake system, to override parking brake and allow movement of machine in the event of breakdown. - In Cab Pollen Filter - Cab heating - Cab doors with opening windows -Heavy duty cooling system for engine, charge air and oil cooling with twin variable speed fans. - On Board Diagnostics Hopper, Brush Assembly and suction Hood - 1.5 cubic meters Vacuum Hopper - Left and Right Hand brush assemblies, Suction hood and Suction hose. Heated Mirrors	376.00	376.00

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
3/14/2022	2651

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	TS			Multihog CV 350

Item	Qty	U/M	Description	Rate	Amount
Multihog	1		High pressure wash-down Pump and Lance with retractable hose reel. Hose length-10m. Maximum pressure -170 bar. Maximum flow-22 (697-2070) l/m. **High Pressure Washer MUST Operate off of Front Broom Flow**	3,851.25	3,851.25
Multihog	1		697-2071 4x4 Central Lock	1,803.75	1,803.75
Multihog	1		697-2073 LED front work lights	374.40	374.40
Multihog	1		697-2074 LED rear hopper work lights	487.50	487.50
Multihog			698-2109 2nd Flashing Beacon Option	289.00	289.00
Multihog	1		697-2101/2076 2 Camera kit. - Reversing Camera with camera mounted on rear of hopper lid, a second camera to the front of the suction hood.	1,365.00	1,365.00
Multihog	1		697-2077 LED flashers front	292.50	292.50
Multihog	1		697-2079 LED flashers on rear of suction hopper	419.25	419.25
Multihog	1		697-2080 In Cab Electronic Ground Pressure Control for Front Mounted Sweeping Brushes	1,688.00	1,688.00
Multihog	1		697-2085 Rain water drain (hose pipe connection to recirculating tank drain valve)	980.00	980.00
Multihog	1		697-2065 Wander hose	1,462.50	1,462.50
Multihog	1		697-2088 Vacuum gauge mounted in driver's cabin	438.75	438.75
Multihog	1		697-2095 Fire Extinguisher	146.25	146.25
Multihog	1		697-2104 Upgrade to High Back Air Suspension driver seat with 3-point seatbelt, heated base and back support, adjustable lumber support, head rest and document pouch.	926.25	926.25
Multihog	1		697-2086 Cruise Control	633.75	633.75

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
3/14/2022	2651

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	TS			Multihog CV 350

Item	Qty	U/M	Description	Rate	Amount
Multihog	1		697-2080 In-cab, electronic ground pressure control for front mounted sweeping brushes	1,706.25	1,706.25
Multihog	1		697-2106 Addition of reversing fans to heavy duty cooling system for engine	861.90	861.90
Multihog	1		697-2089 Air Conditioning	1,702.08	1,702.08
Sales Discount			MN State Contract Discount (MultiHog CV350) **Subject to Customs Fees and Exchange Rates**	-18,890.00	-18,890.00
			Subtotal		131,564.38
Multihog	1		697-2098 Front A-Frame adaptor to carry front mounted attachments (other than sweeper brooms) Cat 0 Kommunal ($1072.00 not currently in stock)	0.00	0.00
Snow & Ice	1	ea	Metalpless SideMaxx X with hitch for MultiHog CV350 (Heavy Duty 5 way, hydraulically adjustable plow) ($18,495.00 not currently in stock) **Subject to build spec's and mounting compatibility**	0.00	0.00
Multihog	1		697-2264 FKM1510 - Front Sweeper/Snow Brush/Kick Broom ($12,012 not currently in stock)		0.00
Sales Discount			MN State Contract Discount (MultiHog CV350 Attachments) (-4,358.00 if both attachments ordered at same time) **Subject to Customs Fees and Exchange Rates**		0.00
			Subtotal		0.00
Freight Costs			Freight Costs (1064 miles @ $2.50/mile)	2,660.00	2,660.00
			Sales Tax	0.00%	0.00

Proposal Valid For 30 Days From Proposal Date

Total $134,224.38

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

MULTIHOG WARRANTY STATEMENT

Multihog Limited (Ireland) warrants new equipment to be free from defects in material and workmanship under conditions of the following provisions.

WARRANTY

Standard warranty shall be as follows:
12 months or 1500 hours of use (whichever occurs first) parts and labour warranty on the machine and attachments.
The drive train (parts only) warranty shall be for twenty-four (24) months.

The time period for the warranties begins at the earlier of the date falling 6 months after hand over of the Product to Distributor or the date of delivery to a customer. This shall not affect the limitation regarding the hours of use, which shall apply to the aggregate hours of use as recorded on the Product.
Approved warranty value will be at the sole discretion of Multihog Ltd.

OBLIGATION

Multihog Ltd shall have the obligation to repair or replace at Multihog's option, any defect in material or workmanship at no charge by an authorized Multihog Dealer, during the specified warranty period. Repair times per Multihog Ltd. repair time schedule.

LIMITATIONS AND EXCLUSIONS

This warranty is not applicable or inclusive of any of the following:

1. Equipment which has been subjected to alterations and/or modifications not approved in writing from Multihog, neglect, unauthorized repair, misuse, accidents, lack of reasonable proper maintenance, improper repairs or replacements, use of parts which do not conform to Multihog's specifications.
2. Normal replacement of any and all consumable parts such as but not limited to lightbulbs, filtering elements, belts, hoses, lubricating and hydraulic oil, engine coolant and/or parts required to perform a regular maintenance service.
3. Tyres.
4. Attachments, components, parts or accessories of products or equipment not manufactured by Multihog Ltd.
5. Used products or equipment.

LIMITED LIABILITY

1. Any and all other express, statutory, and implied warranties applicable to the product, including, without limitation, all implied warranties or merchantability and fitness for use, are expressly disclaimed.
2. In no event shall the dealer, its customers or users be entitled to recover incidental or consequential damages, including, but not limited to, damages or inconvenience, rental or replacement equipment, loss of profits, or any other commercial loss.
3. Multihog neither assumes nor authorizes any other to assume for it any other liability in connection with the sale or service of the equipment.
4. No modifications, alterations, or changes to this limited warranty by an approved Multihog dealer are permitted or authorized.
5. No warranty claim will be honoured unless a completed warranty registration card has been returned to Multihog Ltd within 14 days of delivery to the end-user.
6. No warranty will be honoured unless it is submitted by a Multihog distributor, together with service order signed by the customer, within 30 days of the defect being corrected.

Multihog Ltd. Warranty Terms.

The time period for warranty begins at the earlier of, the date falling 6 months after hand over of the product to distributor or the date of delivery to a customer provided the product warranty registration has been completed fully and returned to Multihog Ltd. In all other cases the time period will begin on the date of dispatch from Multihog Ltd. This shall not affect the limitation regarding the hours of use, which shall apply to the aggregate hours of use as recorded on the product.
Distributor to complete PDI inspection on product using the relevant Multihog Ltd. PDI form before delivery to customer. Any discrepancies to be documented and reported to Multihog Ltd. immediately.

Warranty
1. There is a 12 month or 1500 hour (whichever first occur) parts and labour warranty on the machine and attachments. There is a 2 year (2000 hrs) **parts only** warranty on the Multihog Ltd. drive train (pumps / motors/ engine).

2. Additional 2% charge on price of unit if full 2 year (2000 hrs) warranty required.

3. Further 3% charge on price of unit (1+2+3) if full 3 year (3000 hrs) warranty required.

Warranty Labour Rate
1. Manufacturer agrees to pay €x per hour to distributor for labour rate during warranty period.

2. Manufacturer agrees to pay distributor for 1 no. travelling trip (max 2 hours travel time) to any breakdown/ warranty issue.

3. Manufacturer to pay distributor €x per kilometre for charges of this trip to breakdown/ warranty issue.

Warranty Claims
1. Warranty Registration Form and Warranty Statement to be completed and returned to Multihog Ltd. within 2 weeks of delivery to customer. Suggested dealer PDI document should be completed upon receipt of the machine by the dealer for their own records.
2. Multihog Ltd service department must be contacted by the importer or dealer, quoting the machine serial number, prior to undertaking repair work. This will allow Multihog Ltd. to give guidance on the issue and assess potential patterns in quality issues.
3. All warranty claims to be submitted using the Multihog Ltd. Warranty Claim form within 4 working weeks of repair date.
4. Claims to be documented using photographs where possible to enable continuous improvement and further development of the Multihog Ltd. Quality Management System.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

March 18, 2021

Troy Schuller
Hardline Equipment LLC
7550 Dahlia Street
Commerce City, CO 80022

Dear Mr. Schuller:

The following documents are enclosed for you to complete and return:

- State of Minnesota Contract No. 190611 for 3- and 4-Wheel Street Sweepers.
- Diverse spend reporting required. Please send the information detailed in the attached Viva Welcome Letter to support@starssmp.com within two businesses days. The Viva company will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video. More information on the State's Tier 2 program is provided herein.

Please sign and return the documents, VIA EMAIL, to kathryn.kemerley@state.mn.us by March 22, 2021.

- Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the solicitation, is required now to complete the Contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to kathryn.kemerley@state.mn.us. No contract will be executed with your company until the COI has been received and approved.

Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Kathryn Kemerley

Kathryn Kemerley
Buyer 3
Enclosures

Diverse Spend Reporting Instructions

The State of Minnesota is committed to diversity and inclusion in public procurement. The State anticipates the total value of your Contract may exceed $500,000, including all extension options, therefore you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company's overall revenue).

Please send the following information to support@starssmp.com within two businesses days they will send by email a link to the portal, log-in information, portal guidance manual and information on accessing the training video.

Legal Company Name:	
Doing Business As- Name (if different than legal name):	
SWIFT Contract No.	190611
Federal Tax ID:	
Corporate Address:	
Corporate City:	
Corporate State	
Corporate Zip:	
Company Email:	
Primary Contact Name:	
Primary Contact- Email	

Once you are a registered user, please set up your contract in the portal. You will be able to access State of MN approved/certified suppliers from within the tool to add them as your subcontractors for a contract. If you have a supplier that is not available from the existing list, please follow the process for setting up each diverse subcontractor and supplier associated with this contract. This includes direct spend with diverse subcontractors, and also includes "indirect spend," which is the proportion of spend your company pays to diverse suppliers for items like office supplies, utilities, materials, cleaning services, and so on, that can be related back to your contract with the state.

Please contact the State of Minnesota Office of Equity in Procurement procurement.equity@state.mn.us if you have questions about using the portal, how subcontractors and suppliers are designated as diverse small businesses, and how quarterly reporting is used and monitored.

State of Minnesota Contract

SWIFT Contract No. 190611

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Hardline Equipment LLC, whose designated business address is 7550 Dahlia Street, Commerce City, CO 80022 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. State issued a solicitation identified as Request for Proposal, SWIFT Event No. 2000011301 on December 17, 2020 for Street Sweepers: 3 and 4 Wheel ("Solicitation");

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

1.1 Effective date. March 23, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date. February 28. 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 48 months, in increments as determined by the State, through a duly executed amendment.

1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. **Contractor's Duties and the Statement of Purpose**

2.1 Contractor's Duties. The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

2.2 Statement of Purpose. The purpose of this contract is to provide to provide Street Sweepers, 3 and 4 Wheels, which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

3. **Representations and Warranties**

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. **Time**

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. **Compensation and Conditions of Payment**

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representative**

6.1 The State's Authorized Representative is Kathryn Kemerley, State Program Administrative Senior, 50 Sherburne Ave, Suite 112, Saint Paul, MN 55155, 651.201.3171, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance and the authority to accept the services delivered or goods received under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Troy Schuller, General Manager, at the following business address and telephone number: Hardline Equipment LLC, 7550 Dahlia Street, Commerce City, CO 80022, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: Additional Attachments

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: _____

Signature: _____

Title: _____ Date: _____

2. Office of State Procurement

With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: Contract Terms

1. **Prompt Payment and Invoicing.**

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. **Assignment, Amendments, Waiver, and Contract Complete.**

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. **Termination.**

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and

effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. **Force Majeure.**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. **Indemnification.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. **Contract Use by State Agencies.**

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. **Warranty.**

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or

normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. **Original Equipment Manufacturer (OEM Warranty).**
The equipment offered must include the OEM standard warranty. The Contractor is responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

9.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.

9.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

10. **Cooperative Purchasing Venture (CPV) Members.**
The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

11. **Foreign Outsourcing of Work Prohibited.**
All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors.

12. **Delivery.**
Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

13. **Risk of Loss.**
The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

14. **Purchase Orders and Purchasing Cards.**
The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

15. **Items Offered as New.**
All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

16. **Product Changes During the Contract.**
All equipment offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

17. **Subcontracting and Subcontract Payment.**

17.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

17.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

18. **Data Disclosure.**
Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19. **Government Data Practices.**
The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

20. **Intellectual Property Rights.**

20.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

20.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

20.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

20.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

20.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

20.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

20.4 Obligations.

20.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the

State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

20.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

20.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

21. **Copyright.**
The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

22. **Assignment of Antitrust Rights.**
Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

23. **Survivability of Orders.**
In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

24. **Contractor's Documents.**
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

25. **State Audits.**
Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

26. **Usage Reports.**
Contractor is required to furnish Contract usage data (usage reports) to the Contract Administrator at the following email address: osp.usagereports@state.mn.us. Contract usage reports must consist of the total dollars spent by the State and other entities, broken down into two categories: State agencies and CPV members. The reporting frequency is at a minimum annually, or as otherwise requested. A final usage report is required at the expiration or termination the Contract. Failure to provide usage reports may result in contract cancellation. This term survives the expiration or termination of the Contract.

27. **Administrative Fee.**
On a quarterly basis, the Contractor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Contract. The administration fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contractor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.

The State reserves the right, at any time during the Contract period, to amend the Contract to change or add the administration fee. This may include fees directed to the Department of Administration, Office of State Procurement, Office of Enterprise Technology or other state entities. The reporting requirements and amount of the fee will be specified in the Contract amendment.

28. **Diverse Spend Reporting.**
If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

29. **Publicity and Endorsement.**

29.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

29.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

30. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**
Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

31. **Federal Funds.**

31.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

31.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

32. **Contingency Fees Prohibited.**
Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

33. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

34. **Non-discrimination (in accordance with Minn. Stat. § 181.59).**
The Contractor will comply with the provisions of Minn. Stat. § 181.59.

35. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

36. **Affirmative Action Requirements**
The State intends to carry out its responsibility for requiring affirmative action by its contractors.

36.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

36.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and

contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

36.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

36.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

36.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

36.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

36.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

37. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

38. **Hazardous Substances.**
To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

38.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

38.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

38.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

38.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

39. **Printers and Multi-Functional Devices.**
The Contractor must indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content. If marketing material is silent about using recycled content paper, the Contractor agrees that the product meets or exceeds the State's requirements.

40. **Paper and Printing Requirements.**
In accordance with Minn. Stat. § 16C.073, when practicable under the scope of the Contract, the Contractor shall:

- use uncoated office paper and printing paper;
- use recycled content paper with at least 30 percent post-consumer material by weight;
- use paper which has not been dyed with colors, excluding pastel colors;
- use recycled content paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
- use reusable binding materials or staples and bind documents by methods that do not use glue;
- use soy-based inks; and
- produce reports, publications, and periodicals that are readily recyclable.

This requirement does not apply to coated paper that is made with at least 50 percent post-consumer materials.

The Contractor must print documents on both sides of paper where commonly accepted publishing practices allow.

41. **IT Accessibility Standard.**
Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

42. **Nonvisual Access Standards.**
Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

43. **PCI Language.**
All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("**PCI DSS**") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

44. **Survival of Terms.**
The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

45. **Installation Services.**
Installation and/or mounting services may be applicable or may be requested on an as needed basis by the Customer. Equipment prices offered should not include installation or mounting cost unless otherwise indicated in the Equipment Specifications and/or Price Schedule. Responders should include an hourly labor rate on the Price Schedule provided

with the Solicitation. If installation services are NOT AVAILABLE, list "N/A" on the Price Schedule. Responders should carefully examine the price schedule for installation pricing instructions.

46. **Billing Requirements.**
The Contractor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contractor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

47. **Interest Rate on Unpaid Balance.**
The Contractor may not charge interest on unpaid balances over and above what is allowed in State law. Responders may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

48. **Equipment Sales Literature.**
Upon request by a State agency or CPV member, the Contractor shall provide equipment sales literature at no cost to the requestor. Equipment sales literature should include items such as, but not limited to, product information, product functionality, and operation instructions. A link to the manufacturer's website that includes technical data must be provided and should be included with the response to the Solicitation.

49. **Equipment Specifications.**
All equipment offered in response to the Solicitation must meet the specifications as outlined in the Equipment Specifications section of the Solicitation and all federal and State safety codes. The Responder's submission certifies that any offer submitted to participate in the State's Solicitation process is for equipment that will meet the specification as outlined. The specification as defined by the OEM prevails unless otherwise modified by the specifications included in the Solicitation.

All optional equipment ordered must be OEM unless otherwise stated in the Equipment Specification.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced at no additional expense to the Customer and that all equipment quoted will comply with the State and federal regulations in effect at the date of manufacture. Any exceptions from specifications must be clearly indicated by the Responder, otherwise the offer will be considered in strict compliance.

50. **Optional Equipment.**
The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the Solicitation be included with the response. The State reserves the right to compare like options or equivalent equipment for evaluation purposes. Equipment price may be a factor for Award purposes.

If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity and issue a separate purchase order for audit purposes.

If similar items are available on other State Contracts, the State agency may choose which Contract to purchase from.

51. **Equipment Orientation.**

The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other customer approved media.

52. **New Equipment for Rent Program.**
If requested on the Price Schedule, the Responder may offer new equipment for rent if the equipment is the same make and model on contract. The Contractor agrees to accept a State agency or CPV member purchase order and will not require the State agency or CPV member to sign a rental agreement. The Contractor retains the title of the equipment during the rental term. The Contractor will provide the Customer with the make, model and VIN number and equipment replacement value prior to delivery. State agencies will provide the Contractor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on un-owned equipment.

If approved by the Contractor, the routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, as long as doing so does not void the OEM's warranty. Oil and lube changes will be accomplished by the Customer at the required intervals as stated in the OEM manual. All oil and filters must be provided by the Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor must make the arrangements and bear all costs for the routine and daily maintenance including any equipment moves from or to the Customer location. The customer will not be responsible and will not pay any rental costs when the equipment is non-operational or away from their site for repairs or routine maintenance.

During the rental term, any warranty repairs needed due to OEM warranty requirements or equipment failures will be the responsibility of the Contractor including all transportation and costs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor.

If the Customer damages the equipment through negligence, the Customer will be responsible for the repairs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contractor. The Customer will only be responsible for actual, verifiable repair costs.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued, and the rental term begins, prior to the end of the Contract term. The rental term cannot go past the State Fiscal Year end date (June 30th) after the Contract term has ended. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract.

The Contractor will pay all costs associated with replacing or swapping out the equipment.

53. **Purchase of Rented Equipment.**
If there are options for the Customer to purchase rented equipment after the equipment has been received and rented, then the final equipment price will be based on the number of engine hours, or miles prior to delivery to the Customer (see 21b below). New rented equipment is defined as rented equipment with zero hours, or miles prior to the delivery to the Customer. Used rental or demo equipment is defined as rental or demo equipment with registered engine hours or miles prior to delivery to the Customer.

53.1 **Purchase New Rented Equipment**. New rented equipment is defined as new equipment with zero engine hours, or miles prior to the delivery to the Customer and rented by the Customer prior to purchase. If there is an option to purchase new rental equipment, and if included on the Price Schedule, the Responder will indicate the percentage of the rental price paid to be applied to the final purchase price. This percent will be deducted from the contracted price for the equipment.

The Responder must list on the Price Schedule if additional interest and finance charges would be added to the purchase price for the rental period only so the Customer can determine if it desires to purchase the rental equipment. If this includes a finance charge, the percent must be indicated on the Price Schedule. If the Prime Interest Rate is also used as a calculator in the formula for calculation, it may only be the average Prime Interest Rate for the rental term only. The Contractor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

53.2 **Purchase of Used Rented Equipment**. Used rental equipment is defined as equipment rented by the Customer with registered engine hours or miles prior to delivery to the Customer. If requested on the Price Schedule, the Responder may offer used rental equipment for sale. The rental equipment for sale must be the same make and model on contract. The manufacturer's warranty shall be transferred to the new owner. The Responder should consider all associated costs involved if the rental equipment is purchased and no additional interest or finance charges will be allowed.

The final equipment purchase price will be based on two factors:

53.2.1 A price per hour or mile deducted for each registered engine hour or mile prior to the delivery to the Customer from the current State Contract base price, and

53.2.2 The percentage of the Customer rental price paid and applied to the final equipment purchase price.

Equipment Contract Base Price

Minus (-) Used Equipment Deduction (registered hours or miles prior to delivery multiplied (x) by the contract price per used hour)
Subtotal
Minus (-) % Percent of paid rental fees
Equals (=) Final Equipment Purchase Price

EXAMPLE: MnDOT rents a used piece of equipment which has a contract price of $20,000.00 to purchase new. The equipment has 100 registered engine hours prior to delivery to MnDOT. The equipment is rented for three (3) months at a contracted cost of $2,000.00 per month totaling

$6,000.00. The contracted price for each used engine hour is $1.00 per hour. The contracted rental price percentage to be applied to the purchase of rented equipment is 20%. When MnDOT decides to purchase the Used Rental Equipment, their final equipment purchase price will be as follows;

$20,000.00 (= the Equipment Contract Base Price)
- $ 100.00 ($1.00 X 100 hours = the Used Equipment Deduction)
= $19,900.00 (Subtotal)
- $ 1,200.00 (20% of $6,000.00 (the total rent paid) = the Percent of paid rental fees)
$18,700.00 (final equipment purchased price)

If extended warranty options are available, Responders should list the costs on the Price Schedule under "Options." The price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

54. **Rental Return or Demo Equipment Sale.**
During the term of the Contract, if a Contractor owned rental return or demo equipment and it becomes available for purchase and the equipment is currently on contract, the equipment may be purchased by the Customer.

The remaining manufacturer's warranty shall be transferred to the new owner. The Responder should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. The final equipment price will be based on the price deduction per used hour or mile offered from the current State Contract base price.

If extended warranty options are available for rental or demo equipment sales, the Responder should list the options and costs on the Price Schedule under "Options." The price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

Used equipment that has been purchased by a Contractor customer, whether the purchase was made under the Contract or not and has been returned to the Contractor is not part of this Solicitation and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

55. **Equipment Trade-In.**
If requested by the Customer, the Contractor will allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case by case basis, and the Customer has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

All State agencies must obtain approval from the Department of Administration Surplus Services prior to any Contractor trade-in transaction. The liquidation of any State equipment must follow State policies and procedures for liquidation of State property.

CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

The Trade-in equipment transfer, and title will occur when the new equipment is delivered and accepted unless otherwise agreed to by the Contractor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contractor and the Customer. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

56. **Return Parts**
During the Contract term, the Contractor shall accept unused returned parts that satisfy certain conditions. Parts must be returned within 60 days of Customer receipt. Returned parts must be unused, in the original container and original packaging and without container markups. The Contractor may accept parts returned in soiled, damaged or missing containers and may charge a fee not to exceed 10 percent of the original purchase price of the part.

56.1 When the Contractor ships the wrong part(s) in error, the Contractor shall accept the return of those parts. A full refund shall be issued to the Customer for the original purchase price without any charges or fees. The return shipping cost will be borne by the Contractor.

56.2 When the Contractor ships the wrong part(s) in error, the Contractor shall accept the return of those parts. A full refund shall be issued to the Customer for the original purchase price without any charges or fees. The return shipping cost will be borne by the Contractor.

57. **Billing Requirements.**
The Contractor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order.

If requested, the Contractor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer's Vendor Price Schedule that is submitted with the RFP. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

58. **Interest Rate on Unpaid Balance.**
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The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the Solicitation be included with the response. The State reserves the right to compare like options or equivalent equipment for evaluation purposes. Equipment price may be a factor for Award purposes.

If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity and issue a separate purchase order for audit purposes.

If similar items are available on other State Contracts, the State agency may choose which Contract to purchase from.

60. **Equipment Orientation.**
The cost of the equipment must include orientation to the end user that will familiarize the end user on how the vehicle will operate, the mounting and removal of accessories and/or options and all operating and safety instruction. The orientation is normally provided where the customer takes possession. Orientation for drop shipped goods may be accomplished via video or via other customer approved media.

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If approved by the Contractor, the routine and daily maintenance will be performed by the Customer as defined and required according to the Original Equipment Operator's (OEM) manual, as long as doing so does not void the OEM's warranty. Oil and lube changes will be accomplished by the Customer at the required intervals as stated in the OEM manual. All oil and filters must be provided by the Contractor during the rental term. If the Contractor does not approve the Customer for routine and daily maintenance, the Contractor must make the arrangements and bear all costs for the routine and daily maintenance including any equipment moves from or to the Customer location. The customer will not be responsible and will not pay any rental costs when the equipment is non-operational or away from their site for repairs or routine maintenance.

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The final equipment purchase price will be based on two factors:

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62.2.2 The percentage of the Customer rental price paid and applied to the final equipment purchase price.

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$20,000.00 (= the Equipment Contract Base Price)
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If requested by the Customer, the Contractor will allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case by case basis, and the Customer has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

All State agencies must obtain approval from the Department of Administration Surplus Services prior to any Contractor trade-in transaction. The liquidation of any State equipment must follow State policies and procedures for liquidation of State property.

CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

The Trade-in equipment transfer, and title will occur when the new equipment is delivered and accepted unless otherwise agreed to by the Contractor and the Customer. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed to by the Contractor and the Customer. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

Exhibit B: Insurance Requirements

1. **Notice to Contractor.**

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garage keepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. **Notice to Insurer.**

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
Department of Administration
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **General Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State. Insurance **minimum** limits are as follows:

$2,000,000 - Per Occurrence
$2,000,000 - Annual Aggregate
$2,000,000 - Annual Aggregate applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- **State of Minnesota Named as an Additional Insured**

4.2 **Automobile Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Insurance minimum limits are as follows: $2,000,000 - Per Occurrence - Bodily Injury and Property Damage Combined Single Limit

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor, or as directed by the State.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Garagekeepers Liability or Property of Others Insurance or Equivalent.** The Contractor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contractor, or their Subcontractor, if ANY warranty or service work is performed by the Contractor, or their Subcontractor. The Contractor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contractor, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Property of Others insurance or equivalent is required for Contractors, or their Subcontractor, performing non-warranty service work on state-owned equipment in the Contractor's possession.

Exhibit C: Specifications, Duties, and Scope of Work

1.0 SCOPE **Street Sweepers, 3 and 4 Wheel**

The intent of this contract is to provide 3- & 4-Wheel Pickup Street Sweepers in the most current advertised production model as modified per specifications and approved by MNDOT. Items must be furnished with all standard equipment advertised regardless of whether it is specifically called for here, except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below and must meet applicable codes and standards.

There are separate pricing pages for each of these items and options. This is a multiple award price agreement contract. The State reserves the right to issue multiple awards to more than one responder.

2.0 3-Wheel Sweepers

2.1 REQUIREMENTS

- Unit shall be mechanical brush, vacuum, brush/vacuum, or regenerative air type units, powered by liquid cooled diesel engine(s), or electric.
- Unit shall have low engine oil and high engine water temp indicators.
- Unit shall have air cleaner restriction indicator in the cab.
- Sweeper shall have backup arm.
- Unit shall have left hand, right hand trailer tow type mirrors.
- Unit shall have windshield wiper washer system.
- Unit shall have rear back up light.
- Operator seat shall be deluxe cloth, full adjustable.
- Unit shall include dual controls when dual gutter brooms are ordered unless operator can view left and right-side broom from operator control station.
- Unit shall have power steering.
- Engine(s) shall have fuel and water separator per engine manufacturer's recommendation.
- Unit shall have guide wheel strut on 3-wheel sweeper models.
- Unit shall include FMVSS approved lights and turn signals.
- Unit shall have an enclosed cab with heater and pressurized air system. Air conditioning/tinted glass shall be offered as an option or may be included in base unit cost.
- When offering attachments such as, but not limited to, dual gutter brooms, etc., price must include everything needed (including installation) for unit to be complete and ready for use by the operator from the cab.
- Contractor is responsible for ensuring equipment meets all applicable current Federal and Minnesota State safety codes.
- Manufacturer's standard color is acceptable, lead free paint.
- Unit shall be delivered with one complete additional set of O.E.M. air and fluid filters.
- Unit shall be supplied with one set of parts, service, repair, and operations manuals.
- Contractor is responsible for providing adequate orientation in mounting and removal, operation, safety, and maintenance of supplied equipment prior to the purchase being considered complete or payment issued.
- Contractor shall furnish at minimum a standard manufacturer's warranty. The Contractor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. This shall be performed without any delay period. This warranty shall commence when the unit is put into service. The responder shall state warranty for all items requested on the pricing page.

2.2 Options

2.2.1 Engine Options
2.2.2 Tire/Rim Options
2.2.3 Lights/Cab exterior Options
2.2.4 Hopper Accessory Options
2.2.5 Water System Options
2.2.6 Other Options
2.2.7 Delivery Charges
2.2.8 New Equipment Rental Program
2.2.9 Vendor Owned Rental Return or Demo Equipment Program
2.2.10 Discount Off List Price for Related Parts/Accessories

3.0 4-Wheel Sweepers

3.1 Requirements

- Unit shall be mechanical brush, vacuum, brush/vacuum, or regenerative air type units, powered by liquid cooled diesel engine(s), or electric.
- Unit shall have low engine oil and high engine water temp indicators.
- Unit shall have air cleaner restriction indicator in the cab.
- Sweeper shall have backup arm.
- Unit shall have left hand, right hand trailer tow type mirrors.
- Unit shall have windshield wiper washer system.
- Unit shall have rear back up light.
- Operator seat shall be deluxe cloth, full adjustable.
- Unit shall include dual controls when dual gutter brooms are ordered unless operator can view left and right-side broom from operator control station.
- Unit shall have power steering.
- Engine(s) shall have fuel and water separator per engine manufacturer's recommendation.
- Unit shall have guide wheel strut on 3-wheel sweeper models.
- Unit shall include FMVSS approved lights and turn signals.
- Unit shall have an enclosed cab with heater and pressurized air system. Air conditioning/tinted glass shall be offered as an option or may be included in base unit cost.
- When offering attachments such as, but not limited to, dual gutter brooms, etc., price must include everything needed (including installation) for unit to be complete and ready for use by the operator from the cab.
- Contractor is responsible for ensuring equipment meets all applicable current Federal and Minnesota State safety codes.
- Manufacturer's standard color is acceptable, lead free paint.
- Unit shall be delivered with one complete additional set of O.E.M. air and fluid filters.
- Unit shall be supplied with one set of parts, service, repair, and operations manuals.
- Contractor is responsible for providing adequate orientation in mounting and removal, operation, safety, and maintenance of supplied equipment prior to the purchase being considered complete or payment issued.
- Contractor shall furnish at minimum a standard manufacturer's warranty. The Contractor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. This shall be performed without any delay period. This warranty shall commence when the unit is put into service. The responder shall state warranty for all items requested on the pricing page.

3.2 Options

3.2.1 Cab Accessories/options
3.2.2 Sweeper Options
3.2.3 Engine/Transmission Options
3.2.4 Tire/Rim Options
3.2.5 Lights/Cab exterior Options
3.2.6 Hopper Accessory Options
3.2.7 Water System Options
3.2.8 Other Options
3.2.9 Delivery Charges
3.2.10 New Equipment Rental Program
3.2.11 Vendor Owned Rental Return or Demo Equipment Program
3.2.12 Discount Off List Price for Related Parts/Accessories

Exhibit D: Pricing

1. **Contract Pricing.**

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Discount-off List Pricing. Prices offered for related parts/accessories are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

2. **Installation Services.**
The Contractor must not charge a separate fee for an installation or mounting service. The price for equipment, attachments, or options includes all installation and mounting costs.

3. **Transportation.**
Freight under this contract is Price per Loaded Mile. Price per Loaded Mile is the delivery charge per loaded mile from the delivery starting point (city, state, and zip code) to the ordering entity's delivery point. Freight must be included on the quote, and the amount invoiced may not exceed the amount quoted for freight unless the ordering entity agrees otherwise in writing. The State will not accept a flat, fixed price for shipping. If the Price per Loaded Mile is "No Charge" or "$0.00," or that field on the Price Schedule is blank, delivery is included in the product cost. Mileage distance will be determined using an industry-standard product.

4. **Taxes.**
Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

5. **Payment Terms.** Net 30.

6. **ARO.** 120-150 days.

7. **Price Schedule(s)**
The following Exhibit D: Price Schedule make and model price lists(s) are hereby referenced and incorporated into this contract as follows:

7.1 **4 Wheel Sweepers:**

7.1.1 Dulevo 6000 Mechanical Sweeper w/Waterless Vacuum Assist
7.1.2 Dulevo 3000 Mechanical Sweeper w/Waterless Vacuum Assist
7.1.3 Dulevo D Zero Electric Sweeper

7.1.4 Dulevo 850 Mini
7.1.5 Nescon Xbroom Single Engine Chassis Mounted Sweeper
7.1.6 Multihog CV Sweeper

Exhibit D, Supplement 1
Sample Invoice and Quote

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List base price
- List option price

Exhibit E: Additional Attachments

The following document is attached and incorporated by reference into the contract:

- Attachment F: Hardline Equipment Models Catalogue

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 **4-WHEEL STREET SWEEPER**

Manufacturer	Dulevo
Make / Model	Dulevo 6000 Mechanical Sweeper w/ waterless vacuum assist
Type of Dump	Rear
Height of Dump	90 inches
Type of Hopper	Stainless
Size of Hopper	6.1 cubic yards
Drive Engine HP	138
Drive Engine Type	Iveco Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	15'9"
Fuel Tank Capacity (in gallons)	37
Frame, Chassis	S355 Structural Steel
Transmission Type	Hydrostatic
Rear Axle Rating	16742 lbs

Rear Suspension Rating	16742 lbs
Front Axle Rating	10252 lbs
Front Suspension Rating	10252 lbs
Brakes	Disc; Hydraulic service, Mechanical park
Steering	Hydraulic power steering, 4 Wheel Steer

(continued on next page)

Tires, Front	285/70 R19.5 150J
Tires, Rear	285/70 R19.5 150J
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	90
Battery CCA	2 x 750
Gauges	Fuel, engine temp, F and R brake pressure, DEF level, RPM, Speed, Conveyer pressure, Main brush pressure
Electrical Protection Type	fuse
Lights other then operating lights	Front LED x 2, L and R LED gutter, Rear Beacon: x2 Front, x1 Rear
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Poly/steel blend 41.8"
Main Broom, type and diameter	Polypropylene, 25.6"
Sweeper Path	51.2" main, 102.4" side, 137.8" front
Water Tank Type	AISI 304 Stainless
Water Tank Size	105.7 gallons
Hopper Load Device	Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter
Warranty (Months, Years, Hours, Etc.)	1 year or 1300 hours. 5 year for Gore bag filter.

Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	$ 251,070.00

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED: Dulevo 6000

	Qty	Price	Subtotal
Unit Base Price:		$ 251,070.00	$ -

Spec No.	Description	Qty	Price	Subtotal
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Brigade 360 Degree Camera System (6000T.21.15)		$ 4,419.00	$ -
3.2.1.2	Street Side Brigade Camera Showing Front Broom and Curb Line, Includes Additional 7" Color Monitor (6000T.60.04)		$ 1,697.00	$ -
3.2.1.3	Brigade Camera Located Under Sweeper Viewing Area (6000T.21.14) with (6000T.60.04)		$ 500.00	$ -
3.2.1.4	Brigade Radar Detection System Detecting Rear Obstacles (6000T.21.21)		$ 2,810.00	$ -
3.2.1.5	20 Amp, 24 to 12v convertor for additional 12v power ie CB, Radio, etc		$ 363.00	$ -
3.2.1.6	14 way adjustable air cushioning heated seat (only drivers side) (6000T.06.25)		$ 3,183.00	$ -
3.2.1.7	Sirius/XM Radio with Bluetooth Capability, and USB		$ 784.00	$ -
3.2.1.8	Electronically controlled heated mirrors (6000T.06.17)		$ 700.00	$ -
3.2.1.9	3rd Mirror Per Side to View Dumping or Blind Spots (6000T.06.28)		$ 310.00	$ -
3.2.1.10	3rd Seat Located in Cab with Safety Belt (6000T.06.16)		$ 850.00	$ -
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	180 degree Front Broom with rotation control and SS sprinklers		included	
3.2.2.2	Front broom Right hand only extendable brush unit with mirror (in lieu of 180 degree)		$ 7,468.00	$ -
3.2.2.3	Brush Guard Protection System (6000T.13.32)		$ 2,690.00	$ -
3.2.2.4	Belt conveyor Stainless Steel body (add 90 days to standard delivery)		$ 5,161.00	$ -
3.2.2.5	Lubecore EP2 Autolube system with Pump and HD Korilla line and crimps		$ 8,150.00	$ -
3.2.2.6	Centralized Manual Lubrication System (mounted on elevator) with HD Korilla line and crimps		$ 5,250.00	$ -
3.2.2.7	Stone Guard for Front Broom (6000T.01.10)		$ 730.00	$ -
3.2.2.8	Rubber Skid for Main Broom (6000T.01.05)		$ 800.00	$ -
3.2.2.9	Rear Magnetic Bar (6000T.09.18)		$ 9,250.00	$ -
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
	N/A		N/A	
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Unmounted Spare Tire and Wheel (6000T.07.01)		$ 1,103.00	$ -
3.2.4.2	Pneumatic Tires Filled With Foam (6000T.07.03)		$ 2,690.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
3.2.5.1	Side broom dustless covers (6000T.03.02)		$ 3,800.00	$ -
3.2.5.2	Rear LED arrow board with in-cab control		$ 2,890.00	$ -
3.2.5.3	Custom paint (excludes chassis) (6000T13.24)		$ 1,580.00	$ -
3.2.6	**HOPPER ACCESSORY OPTIONS**: Use this section to offer hopper accessory options.			
3.2.6.1	Tailgate dumping only 45 inches		$ 7,580.00	$ -
3.2.6.2	Dump Height to 90 inches		included	
3.2.6.3	Sweeper 6000 TIER 4 VERSION HIGH DUMP (118 inches). Visual signal in the cab achieving maximum payload Safety system - Stability control for unloaded to 118 inches Negative parking brake (Hydraulic) Rear rubber bumpers Hydraulic opening door operated from the cab		$ 35,690.00	$ -
3.2.6.4	Container Inspection door - curbside (6000T.09.08)		$ 948.00	$ -
3.2.6.5	Ladder to top of hopper (6000T.13.19)		$ 650.00	$ -
3.2.6.6	Rear Suction System (6000T.03.02)		$ 1,190.00	$ -
3.2.6.7	177 inch, 6 inch diameter hose for suction system (6000T.03.05) (requires 6000T.03.02)		$ 680.00	$ -
3.2.6.8	Rear Hopper Door Spray Bar for dumping dust control (6000T.02.12)		$ 1,210.00	$ -
3.2.6.9	Shovel and Broom Holder (6000T.13.23)		$ 450.00	$ -
3.2.6.10	Heavy Duty Rear Rubber Bumpers Mounted (High Dump Bumpers) Mounted on Regular Dump (6000T.13.26)		$ 1,476.00	$ -
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	High pressure washing system with gun and reel 36 feet of hose (6000T.02.07)		$ 5,760.00	$ -
3.2.7.2	Water fill / elevator wash down system		$ 2,887.00	$ -
3.2.7.3	Water kit for rear suction hose, requires (6000T.03.02 and 6000T.03.05)		$ 500.00	
3.2.8.4	High pressure rear water bar (6000T.02.05) requires (6000T.02.07)		$ 2,310.00	$ -
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	DULEVO TELEMATIC- provides remote location services, diagnostic and troubleshooting capabilities , annually renewable at $458.00		$ 2,349.00	$ -
3.2.8.2	3M Reflective DOT Tape on All Four Sides of Sweeper		$ 380.00	$ -
3.2.8.3	Flange System for Winter Accessories (6000T.09.12)		$ 4,510.00	$ -
3.2.8.4	Snow Plow Mounted in Lieu of Front Broom with Quick Change (6000T.09.11) requires (6000T.09.12)		$ 15,480.00	$ -
3.2.8.5	Rotating Snow Brush in Lieu of Front Broom with Quick Change (6000T.09.13)		$ 15,460.00	$ -
3.2.8.6	Salt Spreader Mounted to Rear of Unit (6000T.09.10)		$ 14,500.00	$ -

3.2.8.7	Parts, service, repair, and operations manuals		included	
3.2.8.8	One set OEM filters		included	

Price:

3.2.9 DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS — NO FLAT RATE ALLOWED

DELIVERY STARTING POINT - City, State, Zip: Commerce City, CO, 80022

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 NEW EQUIPMENT RENTAL PROGRAM

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $

Weekly Rental Rate: $

Monthly Rental Rate: $

Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper000 0986664

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 **4-WHEEL STREET SWEEPER**

Manufacturer	Dulevo
Make / Model	Dulevo 3000 Mechanical sweeper w/ waterless vacuum assist
Type of Dump	Rear
Height of Dump	61-68 inches
Type of Hopper	AISI 304 Stainless
Size of Hopper	4.4 cubic yards, 3.1 net cubic yards
Drive Engine HP	74
Drive Engine Type	Kohler Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	13.5 feet (Curb to Curb)
Fuel Tank Capacity (in gallons)	21.7
Frame, Chassis	S235 Structural Steel

Transmission Type	Hydrostatic
Rear Axle Rating	10208 lbs
Rear Suspension Rating	10208 lbs
Front Axle Rating	5764 lbs
Front Suspension Rating	5764 lbs
Brakes	Drum, Hydraulic Service, Hydraulic Park
Steering	Front, Hydraulic

(continued on next page)

Tires, Front	7.00-12-Pr 16 / 7.00 R12
Tires, Rear	7.00-12-Pr 16 / 7.00 R12
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	105
Battery CCA	550
Gauges	Fuel, engine temp, F and R brake pressure, RPM, Speed, conveyer pressure, main brush pressure
Electrical Protection Type	Fuse
Lights other then operating lights	R and L front mounted flood, Front, R and L side gutter LED, fog, backup
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Polypropylene/steel blend, 34.5 inch
Main Broom, type and diameter	Polypropylene, 50.4 x 20.5 inch
Sweeper Path	82.7" w main and dual gutter, 102-114.2" w front
Water Tank Type	Stainless
Water Tank Size	100.4 gallons
Hopper Load Device	Fixed vertical elevator with 9 flights/squeegees hyd. drive suction fan with Gore TM coated bag filter
Warranty	1 year or 1300 hours. 5 year for Gore bag filter.

(Months, Years, Hours, Etc.)

Base Chassis (If applicable) Price:		
Base Body (If applicable) Price:		
Total Base Unit Price:		189,715

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED: Dulevo 3000

		Qty	Price	Subtotal
	Unit Base Price:		$ 189,715.00	$ -
Spec No.	**Description**	**Qty**	**Price**	**Subtotal**
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Brigade 360 Degree Camera w Monitor		$ 4,400.00	$ -
3.2.1.2	Electrically controlled heated mirrors (3000T.06.17)		$ 910.00	$ -
3.2.1.3	Air cushioning heated set (only driver's side)		$ 3,160.00	$ -
3.2.1.4	Radio with Blue Tooth and USB		$ 460.00	$ -
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	Rear Magnetic Bar (3000T.09.18)		$ 6,560.00	$ -
3.2.2.2	Lubecore Autolube system with Pump and HD Korilla line and crimps		$ 7,950.00	$ -
3.2.2.3	Centralized Manual Greasing System w/o pump with HD Korilla grease line		$ 5,250.00	$ -
3.2.2.4	Stone Guard for Front Broom (3000T.01.10)		$ 730.00	$ -
3.2.2.5	Stainless Steel Elevator housing (30005.09.01/3)		$ 4,880.00	$ -
3.2.2.6	Container Inspection Door (3000T.09.07)		$ 830.00	$ -
3.2.2.7	180 degree Front Broom with rotation control and SS sprinklers		inlcuded	
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
	N/A		N/A	#VALUE!
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Unmounted Spare Tire and Wheel (3000T.07.01)		$ 550.00	$ -
3.2.4.2	Pneumatic Tires Filled With Foam (3000T.07.03)		$ 2,200.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
	N/A		N/A	
3.2.6	**HOPPER ACCESSORY OPTIONS**: Use this section to offer hopper accessory options.			
3.2.6.1	Heavy duty rear suction system with 177 inch, 6 inch diameter hose (3000T.03.02 & 3000T.03.05)		$ 1,870.00	$ -
3.2.6.2	water kit for rear suction hose (3000T.03.08)		$ 340.00	
3.2.6.3	Spray bars on rear door (3000T.02.07). Requires high pressure washing system (3000T.02.12).		$ 250.00	$ -
3.2.6.4	Salt Spreader (3000T.09.10)		$ 13,450.00	$ -
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	High pressure washer with gun and reel 36 feet of hose (3000T.02.07)		$ 4,730.00	$ -
3.2.7.2	87 gallon additional water tank (3000T.02.06)		$ 7,730.00	$ -
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	Rear rubber bumpers (3000T.13.26)		$ 330.00	$ -
3.2.8.2	3M Reflective DOT Tape on All Four Sides of Sweeper		$ 325.00	$ -
3.2.8.3	Flange System for Winter Accessories (6000T.09.12)		$ 9,860.00	$ -
3.2.8.4	Snow Brush Mounted on front of unit (3000T.09.13) Requires flange (3000T.09.12)		$ 7,460.00	$ -
3.2.8.5	Snow Plow (3000T.09.11) Requires flange (3000T.09.12)		$ 10,390.00	$ -
3.2.8.6	Custom paint- excludes chassis (3000T.13.11)		$ 1,840.00	$ -
3.2.8.7	Parts, service, repair, and operations manuals		included	
3.2.8.8	One set OEM filters		included	

Price:

3.2.9 **DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS** — **NO FLAT RATE ALLOWED**

DELIVERY STARTING POINT - City, State, Zip: Commerce City, CO. 80022

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 **NEW EQUIPMENT RENTAL PROGRAM**

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $

Weekly Rental Rate: $

Monthly Rental Rate: $

Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 **VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM**

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 **DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES**: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper0 000986664

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 **4-WHEEL STREET SWEEPER**

Manufacturer	Dulevo
Make / Model	Dulevo D Zero Electric Sweeper
Type of Dump	Rear
Height of Dump	57 inches
Type of Hopper	AISI 304 Stainless
Size of Hopper	1.9 cubic yards
Drive Engine HP	12
Drive Engine Type	Electric
Engine: Tier 4 compliant? Yes or No	N/A
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	10.9' Curb to Curb
Fuel Tank Capacity (in gallons)	8 hour autonomy
Frame, Chassis	S355 Structural Steel, Articulated
Transmission Type	Electric
Rear Axle Rating	6930 lbs

Rear Suspension Rating	6930 lbs
Front Axle Rating	3300 lbs
Front Suspension Rating	3300 lbs
Brakes	Drum; Hydraulic service, Mechanical park
Steering	Hydraulic power steering, Articulated

(continued on next page)

Tires, Front	215R 14C8
Tires, Rear	215R 14C8
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	N/A
Battery CCA	Lithium Iron Phosphate, 76.8 kW (103 HP)
Gauges	Digital, sweep hour, and speed
Electrical Protection Type	fuse
Lights other then operating lights	LED Vacuum head, LED Front work, Dual LED strobe
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Two (2) Polypropylene, 34.7"
Main Broom, type and diameter	Vacuum
Sweeper Path	Variable 69"-129"
Water Tank Type	AISI 304 Stainless
Water Tank Size	62.7 gallons
Hopper Load Device	Vacuum
Warranty (Months, Years, Hours, Etc.)	2 year machine, 3 year battery

Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	262,250

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED: Dulevo D Zero

	Qty	Price	Subtotal
Unit Base Price:		$ 262,250.00	$ -

Spec No.	Description	Qty	Price	Subtotal
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Rear View Color Camera		included	
3.2.1.2	Air Conditioning		included	
3.2.1.3	Radio with Blue Tooth and USB		included	
3.2.1.4	Window tint		included	
3.2.1.5	Electric heated mirrors		included	
3.2.1.6	Floor viewing window for pickup head		included	
3.2.1.7	Two seats with seatbelt, RH drive		included	
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	High performance and adjustable electric suction turbine suction inlet with flap (patented system)		included	
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
3.2.3.1	Battery Charge system (Load in 5 hours)- 220V / 3 Phase / 40 Amp		included	
3.2.3.2	Dulevo Telematic		included	
3.2.3.3	Remote Battery Monitoring System		included	
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Shovel and broom holder (increase the width up to 1500mm)		$ 1,380.00	$ -
3.2.4.2	Reflecting Stripes		$ 250.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
3.2.5.1	Type approved		included	
3.2.5.2	LED Front work lights		included	
3.2.5.3	LED Pickup head light		included	
3.2.6	**HOPPER ACCESSORY OPTIONS**: Use this section to offer hopper accessory options.			
3.2.6.1	2.8 Yd Stainless		included	
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	Stainless Steel Nozzles		included	
3.2.7.2	Water recycling system 47 gallon		included	
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	Machine extended warranty up to the 3rd year of warranty or 3900 hours		$ 6,440.00	$ -
3.2.8.2	Machine extended warranty up to the 4th year of warranty or 5100 hours		$ 9,810.00	$ -
3.2.8.3	Machine extended warranty up to the 4th year of warranty or 6500 hours		$ 14,310.00	
3.2.8.4	Battery extended warranty up to the 4th year of warranty		$ 5,000.00	
3.2.8.5	Battery extended warranty up to the 5th year of warranty		$ 7,060.00	
3.2.8.6	Parts, service, repair, and operations manuals		included	
3.2.8.7	One set OEM filters		included	

Price:

3.2.9 DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS — NO FLAT RATE ALLOWED

DELIVERY STARTING POINT - City, State, Zip: Commerce City, CO, 80022

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 NEW EQUIPMENT RENTAL PROGRAM

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $
Weekly Rental Rate: $
Monthly Rental Rate: $
Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper00 00986664

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 4-WHEEL STREET SWEEPER

Manufacturer	Dulevo
Make / Model	Dulevo 850 Mini
Type of Dump	Rear
Height of Dump	56 inches
Type of Hopper	Stainless
Size of Hopper	1.4 cubic yards, 1.1 cubic yards net
Drive Engine HP	43.4
Drive Engine Type	Yanmar Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	10.5' Curb to Curb
Fuel Tank Capacity (in gallons)	12.5
Frame, Chassis	Fe510 steel, 2 piece articulated
Transmission Type	Hydrostatic
Rear Axle Rating	2816 lbs

Rear Suspension Rating	2816 lbs
Front Axle Rating	2024 lbs
Front Suspension Rating	2024 lbs
Brakes	Drum; Hydraulic service, Mechanical park
Steering	Hydraulic power steering, Articulated

(continued on next page)

Tires, Front	175/65R 14C
Tires, Rear	175/65R 14C
Are air conditioning/tinted windows included? (If no, list price)	Yes
Alternator (Amps)	55
Battery CCA	310
Gauges	RPM, Fuel, Engine temp
Electrical Protection Type	fuse
Lights other then operating lights	beacon, rear and directional
LH Side Window Type	2 piece slide- glass
RH Side Window Type	2 piece slide- glass
Side Broom, type and diameter	Two (2) Polypropylene, 28.8"
Main Broom, type and diameter	Vacuum
Sweeper Path	60-72 inches
Water Tank Type	Poly
Water Tank Size	52.9 gallons
Hopper Load Device	Vacuum
Warranty (Months, Years, Hours, Etc.)	1 year or 1300 hours

Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	97,570

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED:Dulevo 850

	Qty	Price	Subtotal
Unit Base Price:		$ 97,570.00	$ -

Spec No.	Description	Qty	Price	Subtotal
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Broom Rotation Reverse Switch (850DK.11.08)		$ 700.00	$ -
3.2.1.2	Brigade Acoustic Reverse Signal (Self Leveling)		$ 180.00	$ -
3.2.1.3	Pneumatic Sprung Seat (850DK.06.11)		$ 850.00	$ -
3.2.1.4	Electrically Controlled and Heated Mirrors (850DK.06.17)		$ 900.00	
3.2.1.5	AM/FM/USB/CD with 2 Loud Speakers (850DK.21.03)		$ 480.00	$ -
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	LED Lights located on Vacuum Nozzle (850DK.12.07)		$ 700.00	
3.2.2.2	Flange System for Quick Change Snow Accessories (850DK.09.12/1)		$ 7,860.00	$ -
3.2.2.3	Snow Blade (850DK.09.11/1) (Must purchase Flange)		$ 8,660.00	$ -
3.2.2.4	Snow Brush (850DK.09.13) (Must purchase Flange)		$ 9,990.00	$ -
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
	N/A		N/A	#VALUE!
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Spare Tire and Wheel (Not Mounted) (850DK.07.01)		$ 590.00	$ -
3.2.4.2	Hydraulic Jack (850DK.07.05)		$ 350.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
3.2.5.1	3M Reflective Tape (850DK.07.01)		$ 250.00	$ -
3.2.6	**HOPPER ACCESSORY OPTIONS:** Use this section to offer hopper accessory options.			
3.2.6.1	High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not useable if Front Flange installed)		$ 4,140.00	$ -
3.2.6.2	Side Suction Hose - 118" Length (850DK.03.02)		$ 1,740.00	
3.2.6.3	Water Kit for Side Suction Hose (850DK.03.08)		$ 360.00	$ -
3.2.6.4	Salt Spreader (3000T.09.10)		$ 8,130.00	$ -
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	Water Recycling System (850DK.02.11)		$ 980.00	$ -
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	Customized Paint (Chassis Excluded) (850DK.13.10)		$ 1,210.00	$ -
3.2.8.2	Hydraulic Oil Low Level Gauge (850DK.21.18)		$ 180.00	$ -
3.2.8.3	One set OEM filters		included	
3.2.8.4	Parts, Service, Repair, and Operations Manuals		included	

Price:

3.2.9 **DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS** — NO FLAT RATE ALLOWED

DELIVERY STARTING POINT - City, State, Zip: Commerce City, CO, 80022

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 **NEW EQUIPMENT RENTAL PROGRAM**

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $

Weekly Rental Rate: $

Monthly Rental Rate: $

Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 **VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM**

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 **DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES**: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper00 00986664

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 4-WHEEL STREET SWEEPER

Manufacturer	Nescon
Make / Model	Nescon Xbroom
Type of Dump	Rear
Height of Dump	150 inches
Type of Hopper	Steel
Size of Hopper	4.9 yards
Drive Engine HP	300
Drive Engine Type	Cummins Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	22.5 feet
Fuel Tank Capacity (in gallons)	50
Frame, Chassis	5/16" Steel Frame
Transmission Type	Allison 3500 Automatic
Rear Axle Rating	23,000 Lbs.
Rear Suspension Rating	23,000 Lbs.

Front Axle Rating	12,000 Lbs.
Front Suspension Rating	12,000 Lbs.
Brakes	Air Antilock
Steering	Dual Steering

(continued on next page)

Tires, Front	11R 22.5 14 ply
Tires, Rear	11R 22.5 14 ply
Are air conditioning/tinted windows included? (If no, list price)	Air conditioning
Alternator (Amps)	160
Battery CCA	(2) 12 volt 1850 CCA
Gauges	All guages for chassis and sweeper, coolant temp, oil pressure, tachometer. Controls for right and left drive sides.
Electrical Protection Type	Fuse
Lights other then operating lights	Light packages optional
LH Side Window Type	Roll down
RH Side Window Type	Roll down
Side Broom, type and diameter	4 or 5 segment wire fill, 41.8"
Main Broom, type and diameter	Cable Wrap or Disposable Core, 36"
Sweeper Path	10'5" standard sweep width, 12" in wide sweep mode.
Water Tank Type	Polyethylene
Water Tank Size	300 gallons
Hopper Load Device	2-stage vertical mast
Warranty (Months, Years, Hours, Etc.)	Sweeper body: 1 year or 1,100 hours. Chassis: standard Freightliner warranty.

Base Chassis (If applicable) Price:	101,000
Base Body (If applicable) Price:	172,000
Total Base Unit Price:	273,000

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED: Nescon Xbroom

	Qty	Price	Subtotal
Unit Base Price:		$ 273,000.00	$ -

Spec No.	Description	Qty	Price	Subtotal
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Backup Camera - 1 Camera		$ 1,100.00	$ -
3.2.1.2	Dual Camera - Hopper and Backup		$ 1,300.00	$ -
3.2.1.3	Triple Camera - Hopper/Backup/LH GB		$ 1,600.00	$ -
3.2.1.4	Quad Camera System		$ 1,900.00	$
3.2.1.5	Chrome Heated Mirrors		$ 500.00	$
3.2.1.6	Chrome Front Bumper		$ 450.00	$
3.2.1.7	Power Windows/Doors Locks		$ 450.00	$
3.2.1.8	Front Cab Visor		$ 350.00	$
3.2.1.9	Custom Color Option		$ 1,000.00	$
3.2.1.10	Cab Controlled Variable Motor Speeds		$ 4,000.00	$
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	Optional Main Broom (Cable Wrap, Tube Style, Strip Style, Wire/Poly Mix		$ 2,500.00	$ -
3.2.2.2	Main Broom Down Pressure Option		$ 1,000.00	$ -
3.2.2.3	Left Hand Wide Sweep		$ 350.00	$ -
3.2.2.4	Variable Width Gutter Brooms		$ 1,500.00	$ -
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
	N/A		N/A	#VALUE!
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Aluminum Wheels, 6 Polished		$ 1,850.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
3.2.5.1	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper		$ 700.00	$ -
3.2.5.2	Advanced Arrow. 25 LED 4" amber lights with separate controller. Can flash sequential Chevrons, arrows, alternating diamonds , and horizontal bar.		$ 1,650.00	$ -
3.2.5.3	Work Lights on Top of Rear Panel		$ 200.00	$ -
3.2.5.4	Light Package (8 Strobes, 1 Light Bar)		$ 1,500.00	$ -
3.2.5.5	Clear Lights (Arrow Board, Stop/Turn/Reverse, Marker)		$ 350.00	$ -
3.2.6	**HOPPER ACCESSORY OPTIONS**: Use this section to offer hopper accessory options.			
3.2.6.1	Stainless Hopper Bottom, Door		$ 10,000.00	$ -
3.2.6.2	Door Controls (Broom and Hopper)		$ 1,000.00	$ -
3.2.6.3	Manual "On-The-Fly" Elevator Run/Off/Rev		$ 250.00	$ -
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	Fill Hose Kit		$ 400.00	$ -
3.2.7.2	25' Truck Washdown Kit		$ 275.00	$ -
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	Stainless Tool Box		$ 600.00	$ -
3.2.8.2	Broom/Shovel Holder		$ 185.00	$ -
3.2.8.3	Extra Endslides		$ 550.00	$ -

Price:

3.2.9 **DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS** — NO FLAT RATE ALLOWED

DELIVERY STARTING POINT - City, State, Zip: Mesa, AZ. 85205

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 **NEW EQUIPMENT RENTAL PROGRAM**

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $

Weekly Rental Rate: $

Monthly Rental Rate: $

Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 **VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM**

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 **DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES**: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper0 000986664

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER UNITS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.1

FILE NO. S843-12102018

Vendor Name:	**Hardline Equipment, LLC**
Contact Person:	**Pat Egan**
Street Address:	**3087 Atwood Circle**
PO Box:	
City, State, Zip	**Stillwater, MN 55082**
Phone #:	**612-666-7512**
Toll Free #:	
Fax #:	
Email Address:	pat@hardlineequipment.com
Website:	www.hardlineequipment.com
Version of Excel used:	Office 365

3.1 4-WHEEL STREET SWEEPER

Manufacturer	Multihog
Make / Model	Multihog CV
Type of Dump	Rear
Height of Dump	63 inches
Type of Hopper	High Grade Aluminum
Size of Hopper	1.5 cubic yards
Drive Engine HP	75
Drive Engine Type	Hatz Diesel
Engine: Tier 4 compliant? Yes or No	Yes
Auxiliary Engine Type	N/A
Auxiliary Engine HP	N/A
Turning Radius	108 inches
Fuel Tank Capacity (in gallons)	16
Frame, Chassis	Steel
Transmission Type	Hydrostatic, 3 drive modes
Rear Axle Rating	5511 lbs
Rear Suspension Rating	5511 lbs

Front Axle Rating	5511 lbs
Front Suspension Rating	5511 lbs
Brakes	Hydraulic disk, Multidisk parking brake on front wheels
Steering	Hydraulic Steering with Pivot Steer

(continued on next page)

Tires, Front	195/75/16
Tires, Rear	195/75/16
Are air conditioning/tinted windows included? (If no, list price)	No
Alternator (Amps)	150
Battery CCA	830
Gauges	Tachometer, Coolant Temp, Fuel, Hour meter, Speedometer, Engine oil pressure/low level indicator, Coolant temp/low level indicator, Hydraulic fluid level, Parking brake indicator, Hydraulic/Transmission temp, Voltmeter, A/C indicator, Headlights/high beams indicator, Work lights indicator, Turn signals, Four way flasher, Amber lights, Air cleaner restriction.
Electrical Protection Type	Fuse
Lights other then operating lights	LED Worklights (1000 lumens), optional
LH Side Window Type	One piece slide
RH Side Window Type	One piece slide
Side Broom, type and diameter	N/A
Main Broom, type and diameter	Two brooms 35 inches diameter
Sweeper Path	47-92 inches
Water Tank Type	Polyethylene
Water Tank Size	53 gallons
Hopper Load Device	Vacuum
Warranty (Months, Years, Hours, Etc.)	12 month or 1500 hours all parts and labor, 24 month or 2000 hours only drivetrain parts.

Base Chassis (If applicable) Price:	
Base Body (If applicable) Price:	
Total Base Unit Price:	130,650

Contract No. 190611
Price Schedule - Effective March 23, 2021
STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS
BASE UNIT REQUIREMENTS
SPECIFICATION NO. 3.2

FILE NO. S843-12102018

VENDOR NAME: Hardline Equipment

MAKE AND MODEL OFFERED: Multihog CV

	Qty	Price	Subtotal
Unit Base Price:		$ 130,650.00	$ -

Spec No.	Description	Qty	Price	Subtotal
3.2.1	**CAB ACCESSORIES/OPTIONS:** Use this section to list operator station accessories/options.			
3.2.1.1	Vacuum gauge mounted in driver's cabin (697-2088)		$ 438.75	$ -
3.2.1.2	Fire Extinguisher (697-2095)		$ 146.25	$ -
3.2.1.3	Upgrade to High Back Air Suspension driver seat with 3-point seatbelt, heated base and back support, adjustable lumbar support, head rest and document pouch (697-2104)		$ 926.25	$ -
3.2.1.4	Heated Rear View Mirrors (697-2105)		$ 380.25	$ -
3.2.1.5	Cruise Control (697-2086)		$ 633.75	$ -
3.2.1.6	In-cab, electronic ground pressure control for front mounted sweeping brushes (697-2080)		$ 1,706.25	$ -
3.2.1.7	Standard - White Removable Panels, Black Chassis, Cabin and Tanks (697-1050)		included	
3.2.1.8	Special colors for removable panels on request (Removalble panels are wrapped in the required color before installation) (697-1048)		$ 2,437.50	$ -
3.2.1.9	Heated windshield (697-2072)		$ 2,437.50	$ -
3.2.1.10	Air Conditioning (697-2068)		$ 1,702.08	$ -
3.2.2	**SWEEPER OPTIONS:** Use this section to list broom/sweeping options.			
3.2.2.1	3rd Brush Prep (697-2090)		$ 770.25	$ -
3.2.2.2	3rd Brush for sweeping right or left hand side (697-2091)		$ 9,262.50	$ -
3.2.2.3	Heavy duty 3rd Brush suitable for normal sweeping and weed control with independent speed control (697-2102)		$ 16,575.00	$ -
3.2.2.4	Brush 900mm Poly/Steel mix (1 brush) (697-1288)		$ 102.77	$ -
3.2.3	**ENGINE/TRANSMISSION OPTIONS:** Offer engine and powertrain options. Any engines that are Tier 4 compliant must be identified as a Tier 4 engine.			
3.2.3.1	Addition of reversing fans to heavy duty cooling system for engine (697-2106)		$ 861.90	$ -
3.2.3.2	4x4 Central Lock		$ 1,803.75	$ -
3.2.4	**TIRE/RIM OPTIONS:** Use this section to list offered tire/rim options.			
3.2.4.1	Kuhmo MT51 mud and snow tires. 245/70/16 with narrow mud guards (697-1310)		$ 3,120.00	$ -
3.2.5	**LIGHTS/CAB EXTERIOR OPTIONS.** Use this section to list offered lights and cab exterior options.			
3.2.5.1	LED front work lights (697-2073)		$ 374.40	$ -
3.2.5.2	LED rear cabin work lights (697-2108)		$ 374.40	$ -
3.2.5.3	LED rear hopper work lights (697-2074)		$ 487.50	$ -
3.2.5.4	LED flashers front (297-2077)		$ 292.50	$ -
3.2.5.5	LED flashers rear 297-2078)		$ 292.50	$ -
3.2.5.6	LED flashers mounted on rear of suction hopper (697-2079)		$ 419.25	$ -
3.2.5.7	2nd Flashing Beacon option		$ 259.35	$ -
3.2.5.6	3-Camera kit. - Reversing Camera with camera mounted on rear of hopper lid, a second camera to the front of the suction hood and a third camera to the rear of the suction hood (697-2075)		$ 1,745.25	$ -
3.2.5.7	Reversing Camera mounted on rear of hopper lid (697-2101)		$ 1,218.75	$ -
3.2.5.8	Aditional camera, Front Suction hood (697-2076)		$ 438.75	$ -
3.2.5.9	Aditional camera, Rear of Suction hood (697-2067)		$ 438.75	$ -
3.2.6	**HOPPER ACCESSORY OPTIONS**: Use this section to offer hopper accessory options.			
3.2.6.1	Frame to demount suction hopper from machine (697-2069)		$ 2,242.50	$ -
3.2.7	**WATER SYSTEM OPTIONS:** Use this section to offer water system options.			
3.2.7.1	Water Recycling System (850DK.02.11)		$ 980.00	$ -
3.2.7.2	High pressure wash-down Pump and Lance with retractable hose reel. Hose length-10m. Maximum pressure - 170 bar. Maximum flow-22 l/m (697-2070)		$ 3,851.25	$ -
3.2.7.3	High pressure wash-down Pump and Lance. Hose length-10m. Maximum pressure - 170 bar. Maximum flow-22 l/m (697-2107)		$ 3,305.25	$ -
3.2.7.4	Wander hose (697-2065)		$ 1,462.50	$ -
3.2.8	**OTHER OPTIONS:** Use this section to offer other options, if applicable.			
3.2.8.1	Storage frame (697-2068)		$ 663.00	$ -
3.2.8.2	Standard 7,716 gross vehicle weight rating (697-2064)		included	
3.2.8.3	Increased to 8,818 gross vehicle weight rating (697-2092)		$ 3,223.35	$ -
3.2.8.4	2-year or 2000 hour parts and labor warranty		$ 2,995.00	$ -
3.2.8.5	3-year or 3000 hour parts and labor warranty		$ 3,995.00	$ -
3.2.8.6	3-year or 3000 hour parts and labor warranty		$ 3,995.00	$ -
3.2.8.7	Snow Brush		$ 12,012.00	$ -
3.2.8.8	Ribbon Snow Blower		$ 38,001.60	$ -
3.2.8.9	Dual Auger Box Blower		$ 12,000.00	$ -
3.2.8.10	Snow Brush		$ 12,012.00	$ -
3.2.8.11	Snow Plow		$ 11,076.00	$ -
3.2.8.12	Hydraulic Folding Wing Plow		$ 18,495.00	$ -
3.2.8.13	Broadcast Salt Spreader with Easycon Controller		$ 31,847.40	$ -
3.2.8.14	Batwing Mower		$ 35,768.85	$ -

3.2.8.15	Flail Mower		$ 15,177.24	$ -
3.2.8.16	Boom Arm Mower		$ 36,586.68	$ -
3.2.8.17	Rotary Mower		$ 19,081.06	$ -
3.2.8.18	Water Tank		$ 4,000.00	$ -
3.2.8.19	Glycol Rocovery Unit		$ 113,997.00	$ -

Price:

3.2.9 DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS — NO FLAT RATE ALLOWED

DELIVERY STARTING POINT - City, State, Zip: Commerce City, CO, 80022

PRICE PER LOADED MILE: $2.50

MINIMUM DELIVERY CHARGE (if applicable): $

3.2.10 NEW EQUIPMENT RENTAL PROGRAM

If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price.

Hourly Rental Rate: $

Weekly Rental Rate: $

Monthly Rental Rate: $

Percent (%) of Rental Fee applied to purchase price: %

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: _____

3.2.11 VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM

DEDUCT cost per **Used Hour** from the original Contract Price: $75

3.2.12 DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES: 0% Discount

***Note**: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a numeric percentage may result in your bid being rejected.

Price List Date and Number: 1-12-21 HardlineSweeper000 0986664

EXHIBIT D, SUPPLEMENT 1
SAMPLE INVOICE

Invoice

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Bill To	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. Number	Terms	Rep	VIN #	Body S/N #	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
Sweeper	1		Contract Number: 190611 Dulevo - 850 Mini Sweeper Tier IV Equivalent Equipped with: - Engine - 43 HP, Yanmar -1.4 Cubic Yard Stainless Steel Hopper (850DK.09.25) -Vortex Pre-Filter for Endothermic Engine (850DK.05.05) (Required for USA) - Hydraulic Traction with Variable Pump and 2 Hydraulic Motors Directly Connected to the Rear Wheels - Hydraulic Power Steering with Central Articulated Joint - DOT Type Approved Lighting System - One Seat Cab Equipped with Heat, Large Glass Surfaces, and Safety Belts - Sweeping System Equipped with 2 Front Side Brooms Near the Suction Inlet for Variable Sweep Widths - Vacuum System Equipped with High Water Lift Hydraulic Suction Turbine - Vacuum Inlet Equipped with Manual Control Flap (For Allowing Large Items into Nozzle) - Easy Access Suction Hose - Water System Consists of Water Tank, Spray	97,570.00	97,570.00

Print:_____
Sign:_____ Date:_____

Total

Invoice

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Bill To	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. Number	Terms	Rep	VIN #	Body S/N #	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
			Nozzles on Side Brooms, 2 Spray Nozzles on Vacuum Nozzle - Manual Tool for Cleaning the Vacuum Nozzle (Access Located Under Driver Seat) - Air Conditioning System - Extra Traction for Difficult Terrain - Hydraulic Side Shift for Side Brooms - Brigade Color Camera with 7" Monitor - User Manual, Maintenance Manual, Parts CD -Tinted Windows and Doors (850DK.06.27) -Wax Film for Sea Freight -Freight and Port Fees		
Sweeper	1		Broom Rotation Reverse Switch (850DK.11.08)	700.00	700.00
Sweeper	1		High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not Usable with Front Flange Used With Winter Attachments)	4,140.00	4,140.00
Sweeper	1		Water Recycling System (850DK.02.11)	980.00	980.00
Sweeper	1		3M Reflective Tape (850DK.13.24)	250.00	250.00
Sweeper	1		Hydraulic Oil Low Level Gauge (850DK.21.18)	180.00	180.00
Sweeper	1		Brigade Acoustic Reverse Signal (Self Leveling) (850DK.21.10)	180.00	180.00
Sweeper	1		Pneumatic Sprung Seat (850DK.06.11)	850.00	850.00
Sweeper	1		Electrically Controlled and Heated Mirrors (850DK.06.17	900.00	900.00
Sweeper	1		LED Lights located on Vacuum Nozzle (850DK.12.07)	700.00	700.00
Sweeper	1		Customized Paint (Chassis Excluded) (850DK.13.10)	1,210.00	1,210.00

Print:_____
Sign:_____ Date:_____

Total

Invoice

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Bill To	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. Number	Terms	Rep	VIN #	Body S/N #	Body Model #
	Net 30	PE			Dulevo 850 Mini

Item Code	Quantity	U/M	Description	Price Each	Amount
Sweeper	1		AM/FM/USB/CD with 2 Loud Speakers (850DK.21.03)	480.00	480.00
Sweeper	1		Side Suction Hose - 118" Length (850DK.03.02)	1,740.00	1,740.00
Sweeper	1		Water Kit for Side Suction Hose (850DK.03.08)	360.00	360.00
Sweeper	1		Salt Spreader (850DK.09.10)	8,130.00	8,130.00
Sweeper	1		Snow Blade (Must Purchase Flange) (850DK.09.11/1)	8,660.00	8,660.00
Sweeper	1		Flange System for Quick Change Snow Accessories (850DK.09.12/1)	7,860.00	7,860.00
Sweeper	1		Snow Brush (850DK.09.13)	9,990.00	9,990.00
Sweeper	1		Spare Tire and Wheel (Not Mounted) (850DK.07.01)	590.00	590.00
Sweeper	1		Hydraulic Jack (850DK.07.05)	350.00	350.00

Print:_____
Sign:_____ Date:_____

Total $145,820.00

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

EXHIBIT D, SUPPLEMENT 1
SAMPLE QUOTE

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
1/20/2021	1471

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	PE			Dulevo 850 Mini

Item	Qty	U/M	Description	Rate	Amount
Sweeper	1		Contract Number: 190611 Dulevo - 850 Mini Sweeper Tier IV Equivalent Equipped with: - Engine - 43 HP, Yanmar -1.4 Cubic Yard Stainless Steel Hopper (850DK.09.25) -Vortex Pre-Filter for Endothermic Engine (850DK.05.05) (Required for USA) - Hydraulic Traction with Variable Pump and 2 Hydraulic Motors Directly Connected to the Rear Wheels - Hydraulic Power Steering with Central Articulated Joint - DOT Type Approved Lighting System - One Seat Cab Equipped with Heat, Large Glass Surfaces, and Safety Belts - Sweeping System Equipped with 2 Front Side Brooms Near the Suction Inlet for Variable Sweep Widths - Vacuum System Equipped with High Water Lift Hydraulic Suction Turbine - Vacuum Inlet Equipped with Manual Control Flap (For Allowing Large Items into Nozzle) - Easy Access Suction Hose - Water System Consists of Water Tank, Spray Nozzles on Side Brooms, 2 Spray Nozzles on Vacuum Nozzle - Manual Tool for Cleaning the Vacuum Nozzle (Access Located Under Driver Seat)	97,570.00	97,570.00

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
1/20/2021	1471

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	PE			Dulevo 850 Mini

Item	Qty	U/M	Description	Rate	Amount
			- Air Conditioning System - Extra Traction for Difficult Terrain - Hydraulic Side Shift for Side Brooms - Brigade Color Camera with 7" Monitor - User Manual, Maintenance Manual, Parts CD -Tinted Windows and Doors (850DK.06.27) -Wax Film for Sea Freight -Freight and Port Fees		
Sweeper	1		Broom Rotation Reverse Switch (850DK.11.08)	700.00	700.00
Sweeper	1		High Pressure Washer Includes Gun and Hose Reel (850DK.02.07) (Not Usable with Front Flange Used With Winter Attachments)	4,140.00	4,140.00
Sweeper	1		Water Recycling System (850DK.02.11)	980.00	980.00
Sweeper	1		3M Reflective Tape (850DK.13.24)	250.00	250.00
Sweeper	1		Hydraulic Oil Low Level Gauge (850DK.21.18)	180.00	180.00
Sweeper	1		Brigade Acoustic Reverse Signal (Self Leveling) (850DK.21.10)	180.00	180.00
Sweeper	1		Pneumatic Sprung Seat (850DK.06.11)	850.00	850.00
Sweeper	1		Electrically Controlled and Heated Mirrors (850DK.06.17	900.00	900.00
Sweeper	1		LED Lights located on Vacuum Nozzle (850DK.12.07)	700.00	700.00
Sweeper	1		Customized Paint (Chassis Excluded) (850DK.13.10)	1,210.00	1,210.00
Sweeper	1		AM/FM/USB/CD with 2 Loud Speakers (850DK.21.03)	480.00	480.00
Sweeper	1		Side Suction Hose - 118" Length (850DK.03.02)	1,740.00	1,740.00
Sweeper	1		Water Kit for Side Suction Hose (850DK.03.08)	360.00	360.00
Sweeper	1		Salt Spreader (850DK.09.10)	8,130.00	8,130.00
Sweeper	1		Snow Blade (Must Purchase Flange) (850DK.09.11/1)	8,660.00	8,660.00

Proposal Valid For 30 Days From Proposal Date

Total

HARDLINE EQUIPMENT
Po Box 39
Henderson, Co. 80640
Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Proposal

Date	No.
1/20/2021	1471

Name / Address	Ship To
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 Sherburne Ave, Suite 112 St. Paul, MN 55155

P.O. No.	Rep	VIN #	Body S/N #	Body Model #
	PE			Dulevo 850 Mini

Item	Qty	U/M	Description	Rate	Amount
Sweeper	1		Flange System for Quick Change Snow Accessories (850DK.09.12/1)	7,860.00	7,860.00
Sweeper	1		Snow Brush (850DK.09.13)	9,990.00	9,990.00
Sweeper	1		Spare Tire and Wheel (Not Mounted) (850DK.07.01)	590.00	590.00
Sweeper	1		Hydraulic Jack (850DK.07.05)	350.00	350.00

Proposal Valid For 30 Days From Proposal Date

Total $145,820.00

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INDUSTRIAL AND CLEANING EQUIPMENT

EXHIBIT E: ADDITIONAL ATTACHMENTS

DULEVO INTERNATIONAL

ATTACHMENT F: HARDLINE EQUIPMENT MODELS CATALOGUE

850



INDUSTRIAL AND CLEANING EQUIPMENT



850



Concept

The 850 is, thanks to the excellent synergy of compact design, superlative sweeping efficiency and the large waste hopper capacity, the smallest road sweeper of its class.

Modern design, innovative constructions and effective solutions for applications make the 850 to the perfect working tool for all seasons.

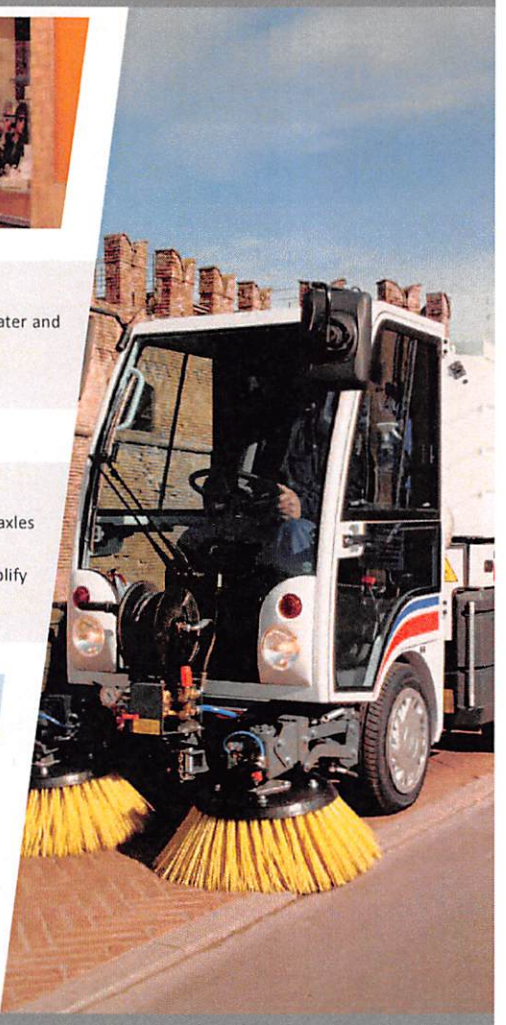
Latest technology and the used high-quality components ensure the high quality demands of the market.

Next to the normal operating spectrum of out door surfaces, cycle paths and pedestrian areas, the 850 is particularly suitable for hard to reach or low areas as parking lots because of its perfect machine dimensions and the manoeuvrability.









Environment

Environmental awareness and Dulevo belong together since time immemorial. Low noise and dust emission belong as well as low water and fuel consumption to the basic concept of the 850.

Comfort

In addition to the application specifications, the ergonomics and operator's comfort are a priority. The over-sized standard tires, axles suspension and ideal weight distribution insure a balanced and safe driveability.
The powerful drive transmission ensure the use in difficult conditions and on slopes. The hydraulically assisted steering greatly simplify complex manoeuvres.





Working performance

The 850 is reaching due to the flexible adjustable working width of the side brushes a maximum of productivity.
The unique suction mouth and the powerful suction turbine pick up highly effective material as grit, sand and bulky debris. The large water capacity ensure highest operating autonomy and reduce resetting times. The performance can be increased by the optional and innovative recycling system.





Access & Service

The innovative, modular structure, without the use of electronic and belt driven components and the easily removable side-mounted water tanks, simplify the access to all important components for service and maintenance. An additional maintenance hatch below the driver's seat and the button window support easy daily interventions on the suction mouth and hose.

INDUSTRIAL AND CLEANING EQUIPMENT

Cabin

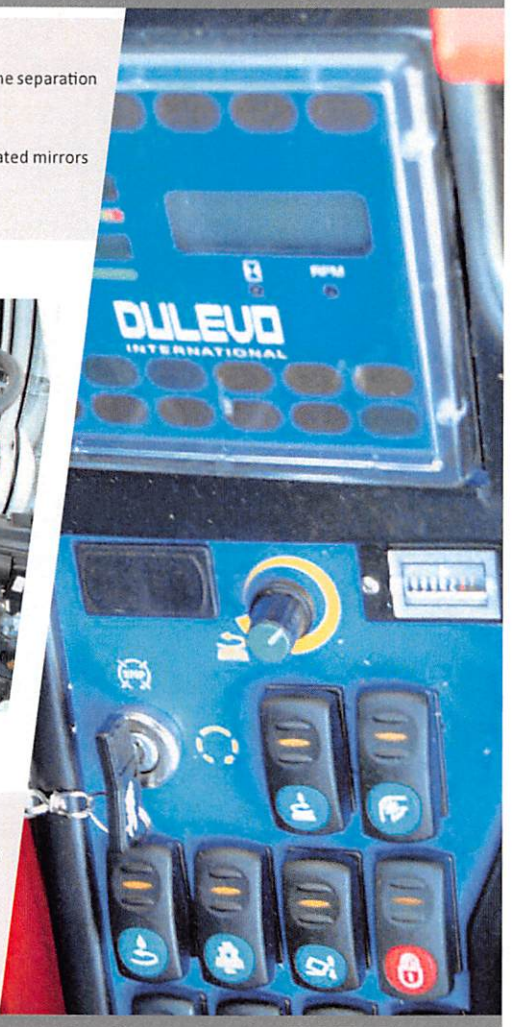
The symmetrically arranged cabin of the 850 has been developed for the best operators comfort. An additional insulation, springs and the separation of the cabin from the main sources as engine and turbine, protect the operator from noise emissions and vibrations.
The generous interior space of the cabin makes the machine to an extremely comfortable workplace.
The large window surfaces of the cab allows the unobstructed all-round view of the working area. The standard equipment include heated mirrors and air condition.





Operations

The steering column is individually adjustable, the laterally disposed and intuitive control panel is due to self-explanatory function buttons ease to use and avoid operating errors.
The side brush units are controlled by a joystick of the ergonomic positioned control unit located at the arm rest.



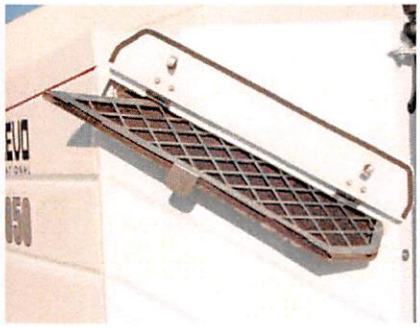


Application

The full motion side brushes are excellent for sweeping corners, gutters and for increasing the working width.
The large button window allows the operator perfect view on the suction mouth.
As additional working tools a high pressure unit and a manual suction hose can be fitted optionally to enlarge the working spectrum.







Security

A major concern of Dulevo is always the safety in the working environment of the machine. The 850 is standardly equipped with a reverse camera with a color screen in the cabin, next to a accustical warning beeper to ensure a safe reverse driving.





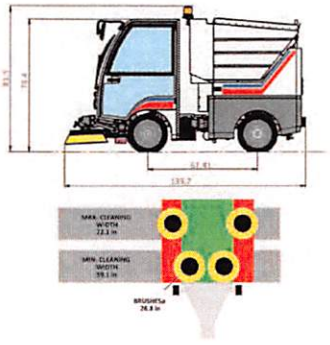


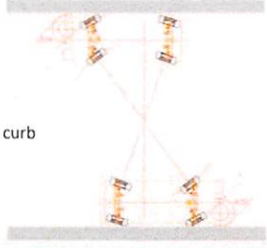
INDUSTRIAL AND CLEANING EQUIPMENT











curb to curb
11.2 ft

TECHNICAL DATA		850
Variable sweeping width	in	59.1 - 72.1
Waste container capacity	yd^3	1.1
Dumping height	in	56.2
Seats in the cabin	n°	1
Cleaning performance	ft^2/h	236,720
Maximum speed	mph	18.7
PM 10 filtration	%	99
Engine Brand		KUBOTA
Fuel		DIESEL
Length	in	113.15
Width	in	42.6
Height	in	81.5

PM 10

INDUSTRIAL AND CLEANING EQUIPMENT

I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

DULEVO INTERNATIONAL S.P.A.
Via G.Guareschi,1 - 43012 - Fontanellato (Parma) Italia
ph: +39 0521 827711 - Fax: +39 0521 827795
info@dulevo.com - www.dulevo.com



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I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

INDUSTRIAL AND CLEANING EQUIPMENT

DULEVO INTERNATIONAL

3000



INDUSTRIAL AND CLEANING EQUIPMENT

I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T





Concept

Design, innovative and robust constructions, effective solutions for all applications and the unique large waste hopper make the Dulevo 3000 the perfect working tool for all seasons – everywhere and at any time - regardless of high or low temperatures, sun, rain or snow. Up to date technology and top-quality components ensure the high quality demands of the market – a guaranty of longevity.



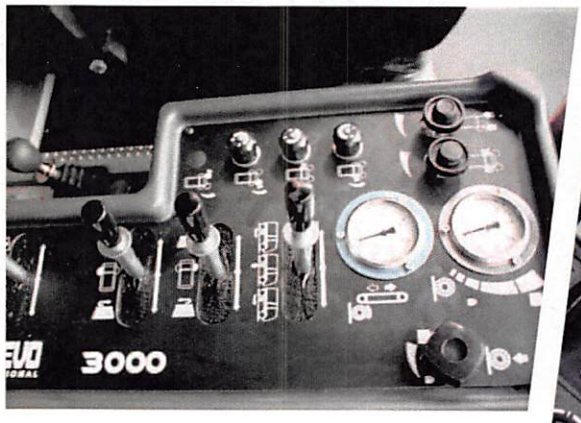


I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

Comfort

Operators comfort and ergonomics are our priority together with application specifications. Effective axle suspensions and ideal weight distribution insure a balanced and safe drive ability. The powerful drive transmission guarantees the use in difficult conditions and on slopes too.

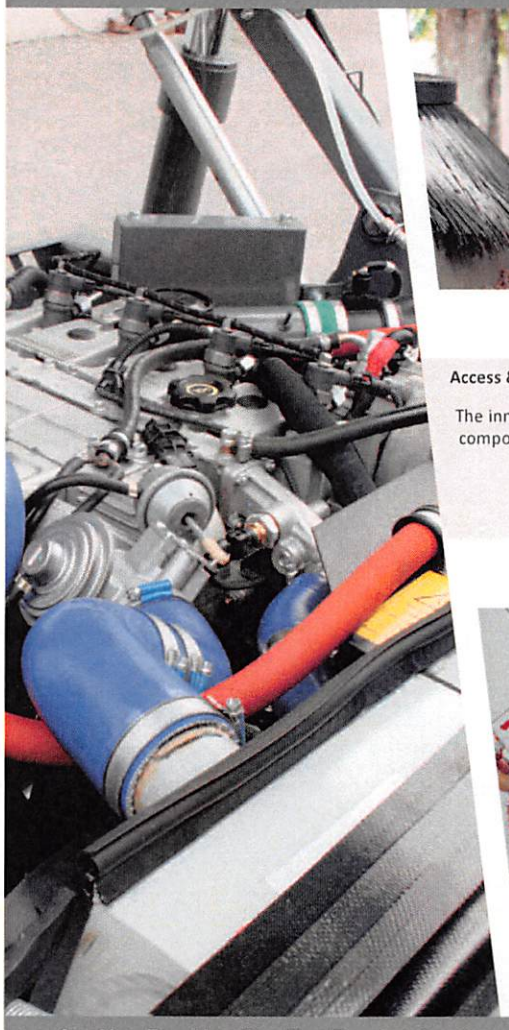


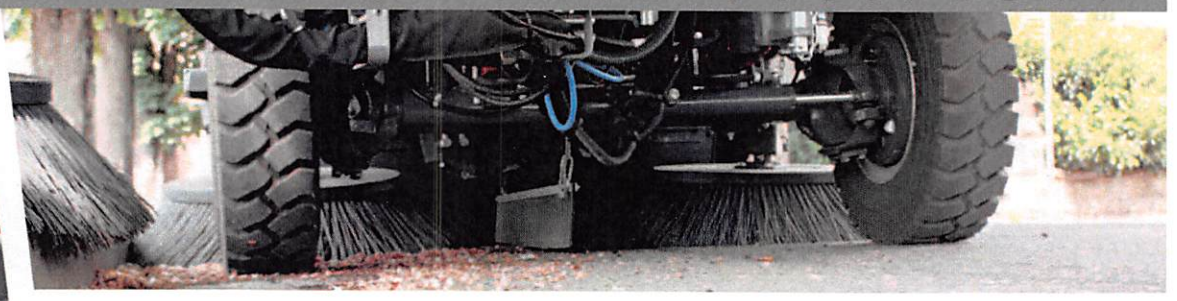




Cabin

The generous interior space of the cabin and the quality seats make the machine an extremely comfortable workplace. An additional insulation and springs protect the operator from noise emissions and vibrations.
The large window surfaces of the cab allow the all-round view of the working area. The standard equipment includes heated mirrors, air condition and a charging plug for mobile devises.





Access & Service

The innovative, modular structure and the on-top-centred position of all main components allow the most simple access to all important components for service and maintenance. Dulevo 3000 is fully hydrostatic driven without the use of any electronic components.

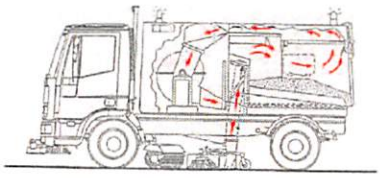




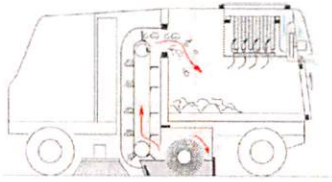
Environment

Dulevo and environmental awareness belong together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 3000. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up to 60%, Dulevo 3000 fulfils all the environmental future demands.

Fine dust emissions – System related differences:



Traditional suction system



Dulevo Patented Mechanical-suction-filter system

Traditional filter



Dulevo filter



Dulevo International unique filtration technology

In cooperation with Gore® Dulevo developed the only worldwide existing full fine dust filtration sweeper. This mechanical-suction-filtration system grants with the exclusive application of the Gore® technology a total abatement of PM10 particles.

Further benefits of the filter technology are:

- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.



FILTERING CAPACITY (with Certificate of conformity issued by TÜV and DNV)	
Fraction with granulometry < 1 µm	58%
Fraction with granulometry < 2,5 µm	92%
Fraction with granulometry < 5 µm	98%
Fraction with granulometry < 10 µm	>99%

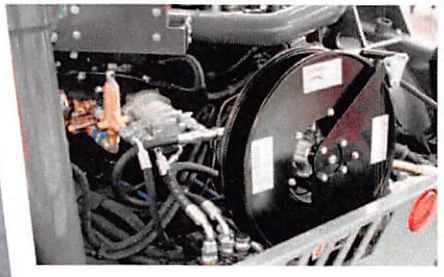
I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T





Application

The 180-degree full motion massive front brush is an indispensable auxiliary tool for sweeping corners, gutters and for increasing working width.
The hopper uplifting system allows the discharge of the debris in refuse containers, trucks or in big refuse compactors. A variety of options expand the working spectrum of Dulevo 3000 – everywhere at any time.

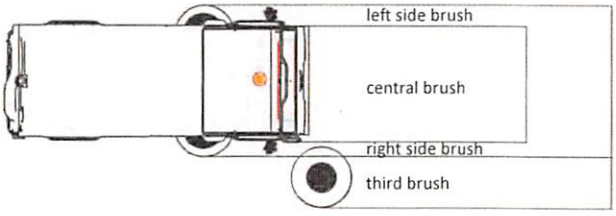


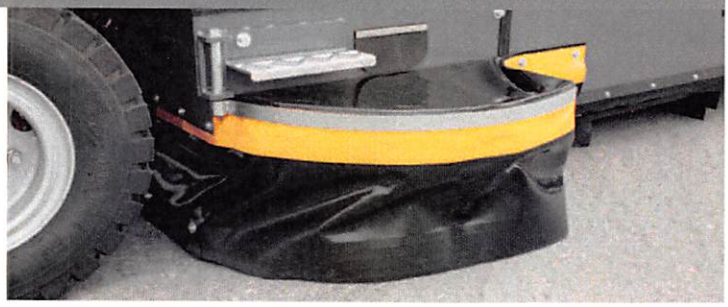


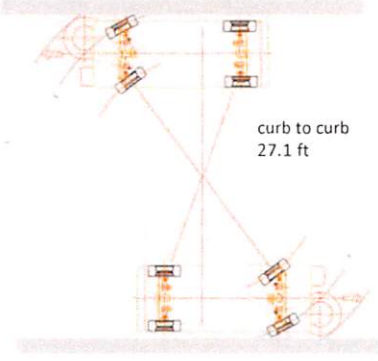


Security

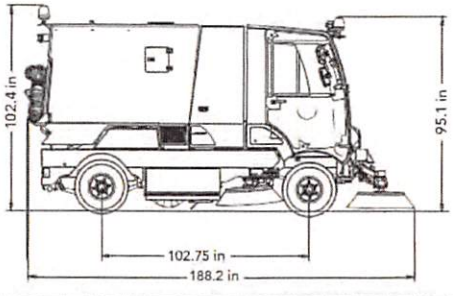
One of Dulevo priority has always been the safety in the working environment of the machine. Dulevo 3000 is standardized equipped with a reverse camera with a colour screen in the cabin next to an acoustical warning.

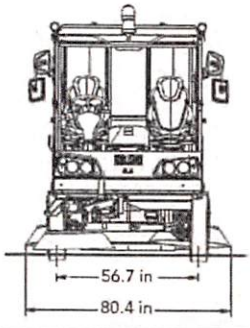






TECHNICAL DATA		3000
Sweeping width		
- With central brush	in	51.1
- With side brushes	in	82.7
- With third brush	in	114.2
Waste container capacity	yr^3	4.4
Dumping height	in	63
Seats in the cabin	n°	2
Cleaning performance	ft^2/h	936,120
Maximum speed	mph	20
PM 10 filtration	%	99
Engine Brand		VM
Fuel		DIESEL





INDUSTRIAL AND CLEANING EQUIPMENT

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DULEVO INTERNATIONAL S.P.A.
Via G.Guareschi,1 - 43012 - Fontanellato (Parma) Italia
ph: +39 0521 827711 - Fax: +39 0521 827795
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INDUSTRIAL AND CLEANING EQUIPMENT

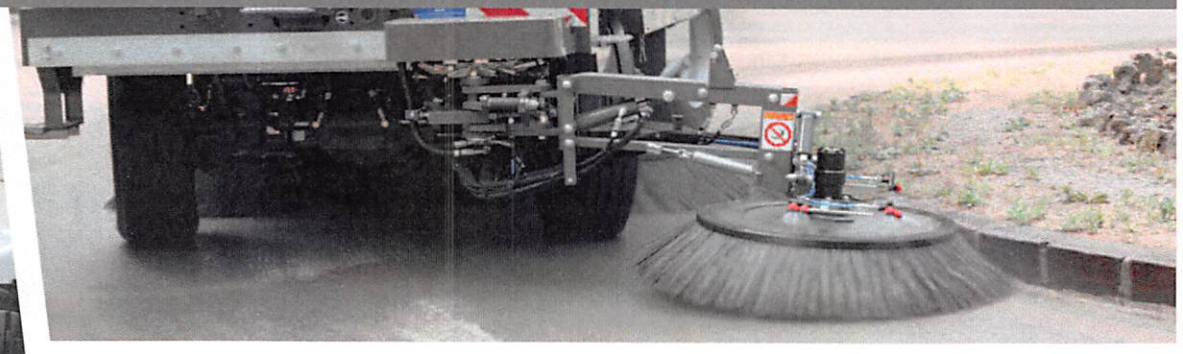
DULEVO INTERNATIONAL
Passion for Technology

6000 REVOLUTION



INDUSTRIAL AND CLEANING EQUIPMENT





Concept

Design, innovative and robust constructions, effective solutions for all applications and the unique large waste hopper make the Dulevo 6000 Revolution the perfect working tool for all seasons – everywhere and at any time - regardless of high or low temperatures, sun, rain or snow. Up to date technology and top-quality components ensure the high quality demands of the market – a guaranty of longevity.





INDUSTRIAL AND CLEANING EQUIPMENT

Comfort

Operators comfort and ergonomics are our priority together with application specifications. Effective axle suspensions and ideal weight distribution insure a balanced and safe drive ability. The powerful drive transmission guarantees the use in difficult conditions and on slopes too. The hydraulically assisted and the synchronized four-wheel-steering greatly simplify complex manoeuvres.







Cabin

The generous interior space of the cabin and the quality seats make the machine an extremely comfortable workplace. An additional insulation and springs protect the operator from noise emissions and vibrations.
The large window surfaces of the cab allow the all-round view of the working area. The standard equipment includes heated mirrors, air condition and a charging plug for mobile devises.

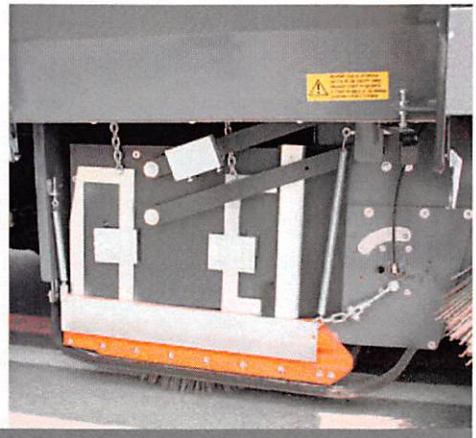




Access & Service

The innovative, modular structure with the unique tillable cabin and the on-top-centred position of all main components allow the most simple access to all important components for service and maintenance. Dulevo 6000 Revolution is fully hydrostatic driven without the use of any electronic components.

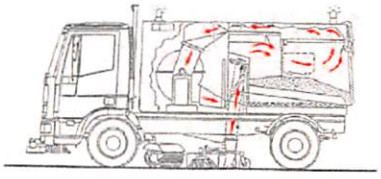




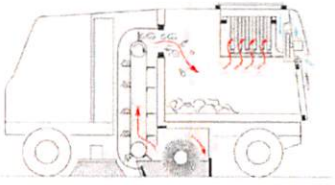
Environment

Dulevo and environmental awareness belongs together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 6000 Revolution. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up to 60%, Dulevo 6000 Revolution fulfils all the environmental future demands. The engine respects the latest EU emission regulations.

Fine dust emissions – System related differences:



Traditional suction system



Dulevo Patented Mechanical-suction-filter system

Filter



Dulevo filter



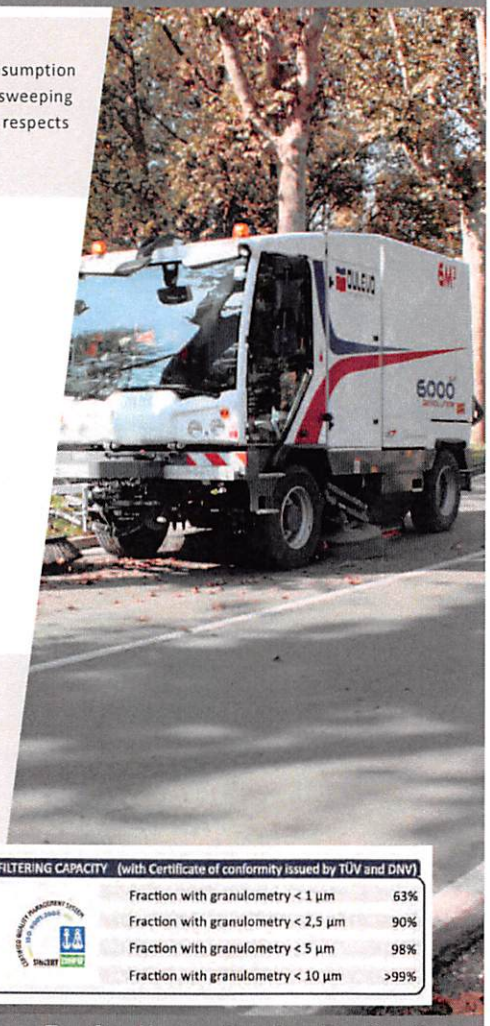
Dulevo International unique filtration technology

In cooperation with Gore® Dulevo developed the only worldwide existing full fine dust filtration sweeper. This mechanical-suction-filtration system grants with the exclusive application of the Gore® technology a total abatement of PM10 particles.

Further benefits of the filter technology are:

- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- 5 Years Warranty
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.

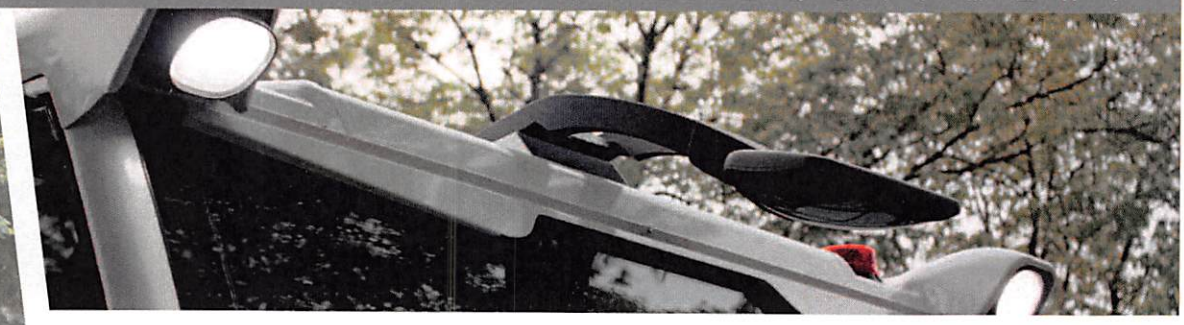


FILTERING CAPACITY (with Certificate of conformity issued by TÜV and DNV)	
Fraction with granulometry < 1 µm	63%
Fraction with granulometry < 2,5 µm	90%
Fraction with granulometry < 5 µm	98%
Fraction with granulometry < 10 µm	>99%

TÜV SÜD Italia

I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

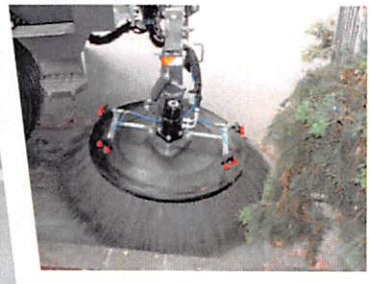




Application

The 180-degree full motion massive front brush is an indispensable auxiliary tool for sweeping corners, gutters and for increasing working width.

The hopper uplifting system allows the discharge of the debris in refuse containers, trucks or in big refuse compactors. A variety of options expand the working spectrum of Dulevo 6000 Revolution – everywhere at any time.

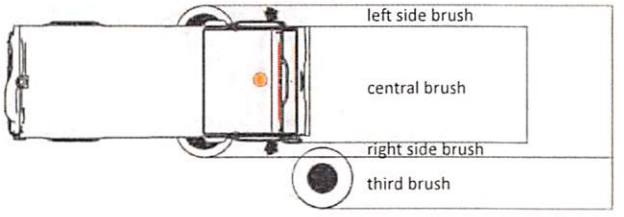


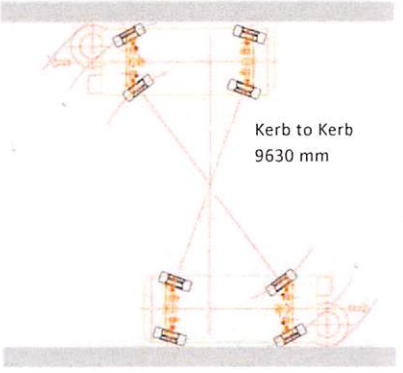


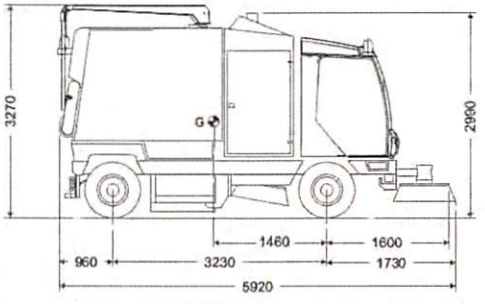


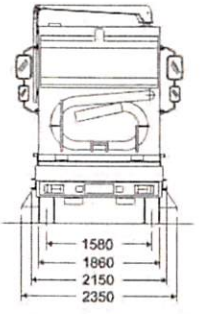
Security

One of Dulevo priority has always been the safety in the working environment of the machine. Dulevo 6000 Revolution is standardized equipped with a reverse camera with a colour screen in the cabin next to an acoustical warning.











Technical data		6000 Revolution
Sweeping width:		
-with central brush	mm	1300
-with side brushes	mm	2600
-with third brush	mm	3500
Central brush diameter	mm	650
Side brushes diameter	mm	1100
Third brush diameter	mm	1300
Waste hopper capacity	L	6200
Dumping height (opt)	mm	1150 - 2200 (opt)
Water tank capacity	L	425 (500)
Seats in the cabin	n°	2 o 3 (opt)
Cleaning performance	m^2/h	105000
Maximum speed	Km/h	42
Filtration PM10	%	99
Engine "Make"		FTP Industrial (IVECO)
Alimentation		Diesel
Weight	Kg	7850

INDUSTRIAL AND CLEANING EQUIPMENT

I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T

DULEVO INTERNATIONAL S.P.A.
Via G.Guareschi,1 - 43012 - Fontanellato (Parma) Italia
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DULEVO FRANCE | DULEVO MEXICO | DULEVO INDIA | KRAFFT DDV REINIGUNGSTECHNIK | DULEVO



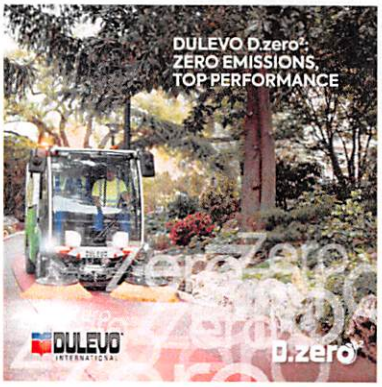
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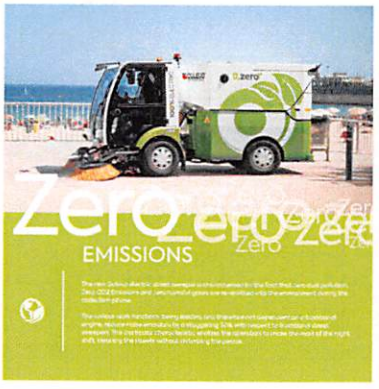
I N D U S T R I A L A N D C L E A N I N G E Q U I P M E N T


DULEVO D.zero²:
ZERO EMISSIONS,
TOP PERFORMANCE
ZERO EMISSIONS
ZERO MANOEUVRE PROBLEMS
ZERO LIMITATIONS
ZERO RISK
D.zero²

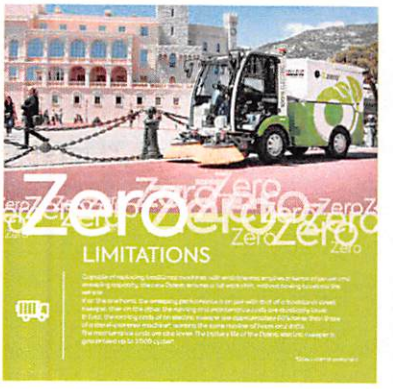

DULEVO
INTERNATIONAL
D.zero²


DULEVO D.zero²:
ZERO EMISSIONS,
TOP PERFORMANCE
DULEVO
INTERNATIONAL
D.zero²


DULEVO INTERNATIONAL:
OUR COMMITMENT
FOR A CLEAN WORLD


Zero
EMISSIONS


Zero
MANOEUVRE PROBLEMS


Zero
LIMITATIONS


Zero
RISKS

Multihog®



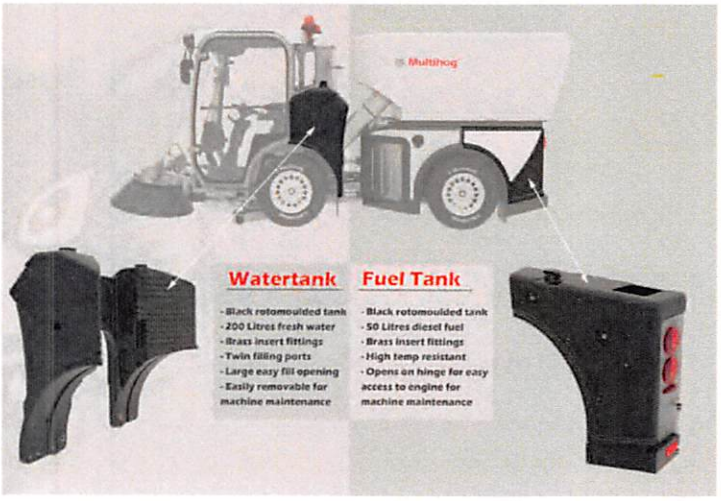
CV MULTI-PURPOSE SWEEPER

MORE THAN JUST A SWEEPER









CV FEATURES

- Compact, multi-purpose sweeper with capacity to work 365 days per year, making the most of tight equipment budgets.
- Dedicated all-terrain vehicle with the option to change front brushes to other attachments (snow plough/mower/etc.).
- Boasts one of the cleanest engines on the market with environmentally friendly stage V emissions.
- Available in either 3500 kg (7716 lb) or 4000 kg (8818 lb) GVW models, both designed with heavy focus on operator comfort and safety.
- All sweeper functions are controlled from a floating multifunctional armrest, which is ergonomic and moves with the operator.
- Each brush is independently controlled via miniature joystick; a third brush may be added if required.
- Incredibly simple operation – switch from drive mode to sweep mode and back again at the push of just one button.
- Built-in heavy-duty cooling for working in hot climates and features a 200 litre (53 US gal) water tank for optimal dust suppression.
- Full independent spring and damper suspension on each wheel creates a superbly comfortable working environment.

Your local authorised dealer is:

Multihog Global Headquarters,
Finnabair Business Park, Dundalk, Co. Louth, Ireland.

info@multihog.com

+353 42 9386738 / 443 852 1842 (US)

www.multihog.com

Due to our policy of continuous improvement, reasonable alterations & changes to the specifications of our products may take place subsequent to the publication of this brochure & we reserve the right to make such changes without prior notice. © Multihog Limited 2019

XBroom

PM10 Certified



High Production, Efficient Pickup Broom

Nescon

- Extra Large Hopper (5 Yards Net)
- 12" Touchscreen Controls
- 300+ HP high-torque engine
- Operates all brooms at Engine Idle
- High-Efficiency triple pump Hydraulic System
- Dual Operator stations
- Fast, Space saving Hopper Lift System
- Superior Maintenance Access

Innovative Products for the road building and maintenance industry.

www.nescon.co

480-505-0001

X-Broom *by Nescon*

The ***X-Broom*** pickup broom was designed for heavy duty, high production sweeping. The broom is ideal for cleanup behind **milling** or **chipping** operations. The extra large hopper capacity means more time sweeping and less time dumping. The high efficiency hydraulic system and the high torque engine enable the broom to sweep at engine idle, minimizing brake riding. The unique lift system can dump faster and higher and leaves the center of the truck wide open for maintenance. The PLC control system fully automates the sweeping process enabling the operator to concentrate on driving and traffic. The broom was designed for easy access to all components for maintenance. All broom components are powder coated to stand up to harsh environments.



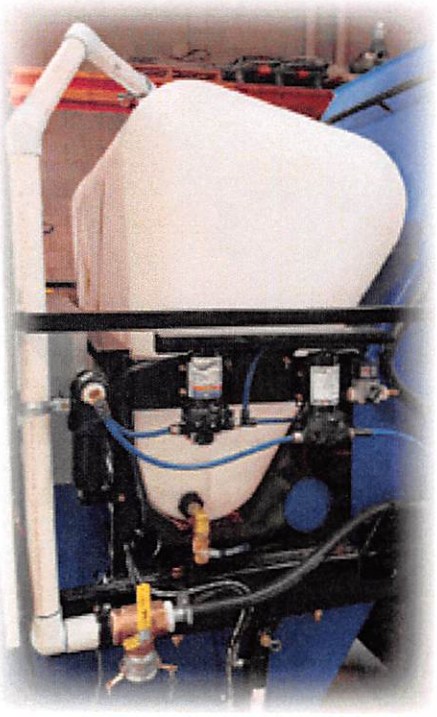
Truck Chassis

The ***X-Broom*** is built on a Freightliner M2 chassis. It is powered by a 300 horsepower, 860 ft-lb torque Cummins engine that meets all 50 states emission requirements and clean idle. The truck comes standard with a 6-speed Allison automatic transmission and a 2-speed rear end. The rear suspension is air-ride with a 23,000 lb axle and the front axle is rated at 12,000 lb. The fuel tank is 50 gallons, the mirrors are powered and heated, and the truck comes standard with dual driver positions.



Water System

The water system consists of two electric pumps. One pump is sufficient for PM-10 operations. The second pump can be selected with the “Max” water function on the touch screen, and is available for a backup. The operator can select an “Economy” mode on the PLC for low water use or the “Max” mode for dry sweeping conditions. The standard water tank is 300 gallons and there is a water level gauge display with a low level alarm. The pumps can run dry without damage. A 5 tip front spray bar is standard along with 3 spray tips on each gutter broom and a spray bar in front of the main broom. The system pumps and tips are designed for misting, (smaller drop size), doing a better job knocking down dust while minimizing water use. The spray bar valves and pumps are automatically controlled.



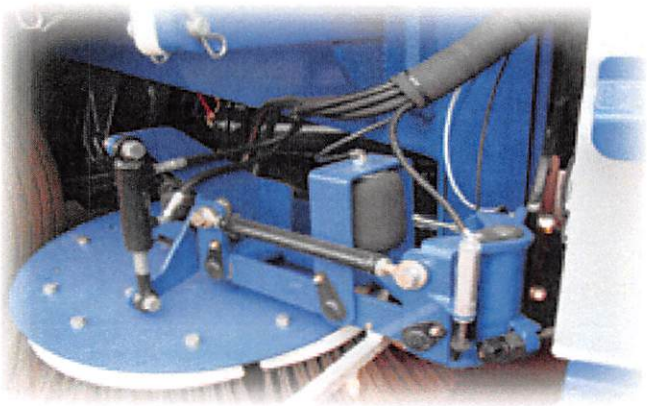
Elevator System



The elevator is a drag slat type conveyor. Unique features include a longer, steeper design with 14 bucket type slats with replaceable rubber squeegee flights, polyurethane shaft sprockets, and dual steel roller chain. The elevator is driven with a hydraulic motor directly mounted to the elevator head shaft. There are no drive chains or sprockets to wear out and replace. There is a standard jam indicator that alerts the operator if there is a blockage. The speed of the conveyor is easily adjusted without tools and the RPM is displayed on the touch screen. The motor can be reversed in case of a jam. The elevator bottom sweeping height can be set into the PLC and this height will be repeated each time the elevator is lowered to sweep as well as adjusted manually from the touchscreen. The elevator is tilted back with two hydraulic cylinders.

With hopper raised, all frame components are very accessible.

Gutter Brooms



The gutter brooms are a full floating, trailing arm, air-bag suspended design. The gutter broom speed is variable and the down pressure is adjusted from the cab. Both brooms are reversible. The extension of the gutter brooms is with pneumatic cylinders and the width is infinitely adjustable. The steel broom disc protects from curb strikes and has mounting holes for either 4 or 5 segment replaceable gutter brooms. Each gutter broom has standard hydraulic tilting left or right from the cab. No failure prone electric actuators.

The gutter brooms are suspended with an air bag and the linkage joints are all sealed ball bearings. This very low friction design allows for the ability to sweep with extremely light down pressure, greatly extending broom life. There is also a remote extension device for cul-de-sacs.

Main Broom



The main broom is 60” wide with replaceable poly or steel wafers. The suspension of the broom provided by low friction air cylinders and the down pressure is adjusted by individual left and right side precision regulators. The operator can select a **light, medium,** or **heavy** sweeping down pressure on the touchscreen. The computer will adjust the down pressure of the left and right sides of the broom to maintain even wear, eliminating broom coning. Broom adjustments are much easier with this system than the springs, chains, and adjustment bolts of other systems. The air suspension will automatically compensate as the broom wears. The broom drive is with a floating hydraulic motor rigidly coupled to the 2” broom shaft. This eliminates the wear and replacement of drive chains and sprockets. Bearings are sealed, self-aligning, 2-bolt pillow blocks for quick broom changes. The low friction air cylinders have quick exhaust valves that allow the broom to stay in contact with the ground over rough terrain, even when driving over a speed bump.

Control System

The control used on the ***X-Broom*** is an industrial grade Programmable Logic Controller (PLC) with a 12" touchscreen display panel. This enables fully automatic operation of the sweeping functions. The operator just touches a "GO" button or move the joystick and the PLC activates all the functions needed to sweep. This involves starting, lowering, and extending the gutter brooms, starting the elevator and lowering to the desired height, lowering the skid shoes and main broom and starting the broom motor, opening the water spray valves and starting the water pump(s). The PLC always monitors the position of the elevator, insuring that it is fully forward before starting. It also monitors the hydraulic temperature and level and will flash a warning on the display to alert the operator. The PLC will automatically raise all brooms if the transmission is placed in reverse. There is a "Pause" button that will stop the brooms, elevator, and water sprays but leave the brooms down if the sweeper has to stop for traffic. The "STOP" button will stop and raise all brooms, stop and raise the elevator, and turn off the water sprays and pumps. The elevator can be programmed to continue to run for up to 6 seconds to empty out.

With total automatic operation, the operator can concentrate on driving and traffic rather than making sure all the right switches are on.

The compact size of the touchscreen control panel leaves more space available in the cab versus the huge consoles of other brands.

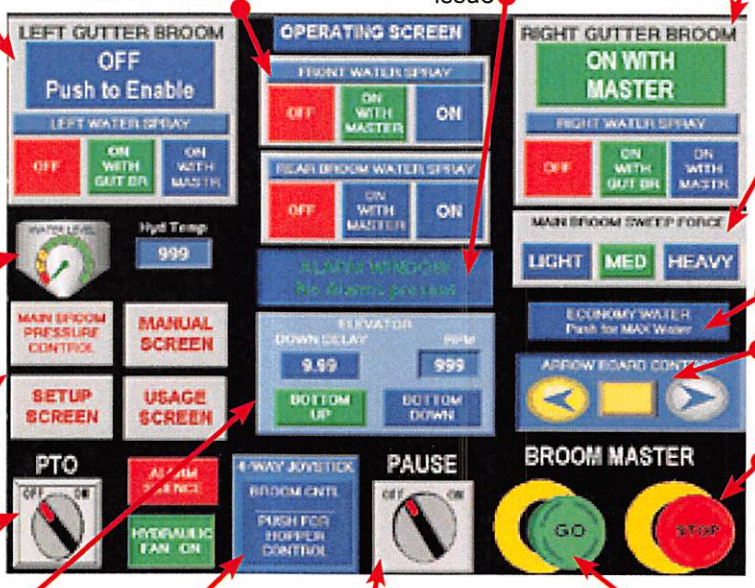


The operator touches LEFT GUTTER BROOM to enable if they want it to run during sweeping operation. Moving the joystick left will do the same.

The operator selects OFF, ON WITH MASTER or ON ALWAYS to control the front spray bar. Rear spray bar controls below.

ALARM WINDOW
Notification area for any alarm condition such as: elevator jam, low water, or hydraulics issue

The operator touches RIGHT GUTTER BROOM to enable if they want it to run during sweeping operation. Moving the joystick right will toggle on or off.



Water tank level.

The operator selects LIGHT, MED, or HEAVY main broom sweep force.

The operator selects ECONOMY or MAX water spray modes.

The operator selects LEFT, RIGHT, or BAR to flash patterns on the arrow board on the back of machine.

Buttons to navigate to other screens.

Operator selects STOP to stop all sweeping operations, stop all water sprays, and raise all brooms and the elevator.

Button to activate hydraulic pumps.

Operator sets value for elevator sweeping height. Buttons to manually raise and lower elevator. Display of elevator speed in RPM.

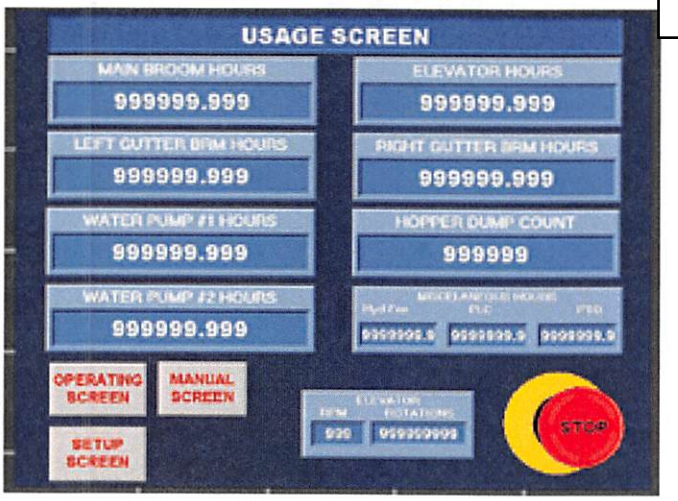
Button to change the joystick function from BROOM CONTROL to HOPPER CONTROL.

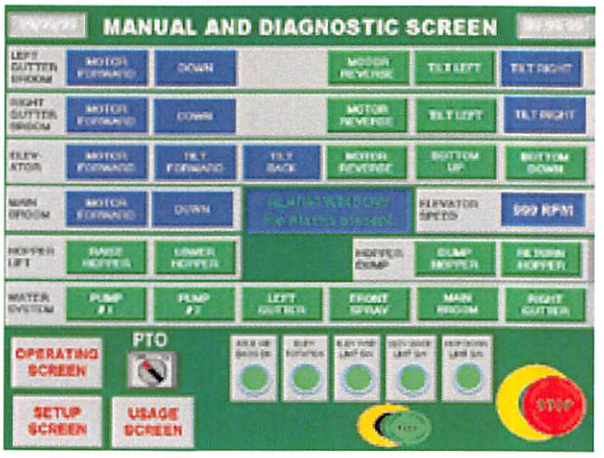
Operator selects PAUSE to stop the brooms, elevator, and water sprays without lifting brooms for momentary delays, such as traffic.

Operator selects GO to commence sweeping operation. The PLC will start the gutter brooms selected above, the water sprays selected above, the elevator, and the main broom.
The operator can also use the joystick to control the broom operation without having to look at the screen.

Usage Meters

The PLC has a separate hour meter for all brooms, elevator, water pumps, hydraulic fan, PTO, and revolution counter of the elevator head shaft. The PLC also keeps a count on how many times the hopper has dumped. This lets you track broom wear to actual operating hours of the individual broom.



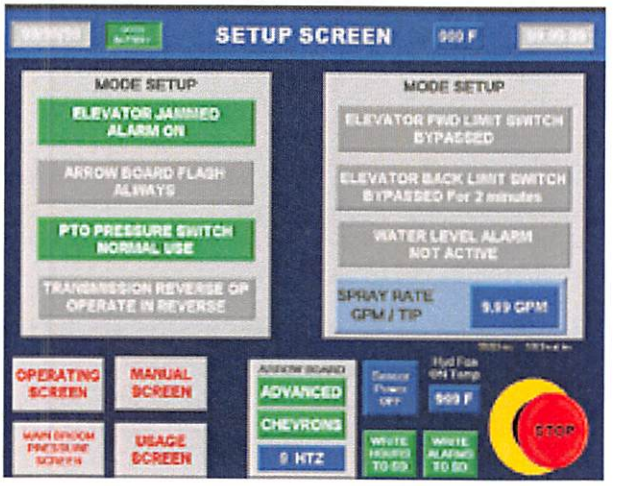


Diagnostic Screen

There is a screen for Manual Operation of each component for testing and diagnostics. The buttons also give a visual indication of what is "on" and the status of each limit switch. The PLC greatly simplifies the wiring to the valves and solenoids on the broom.

Setup Screen

The setup screen is for configuring the computer to perform the functions desired. There are options buttons to bypass a sensor in case of a problem. This is also where you could change the function of stopping brooms when shifted into reverse and determining the flash patterns of the arrow board. This screen also has the controls for downloading production information to removable memory.

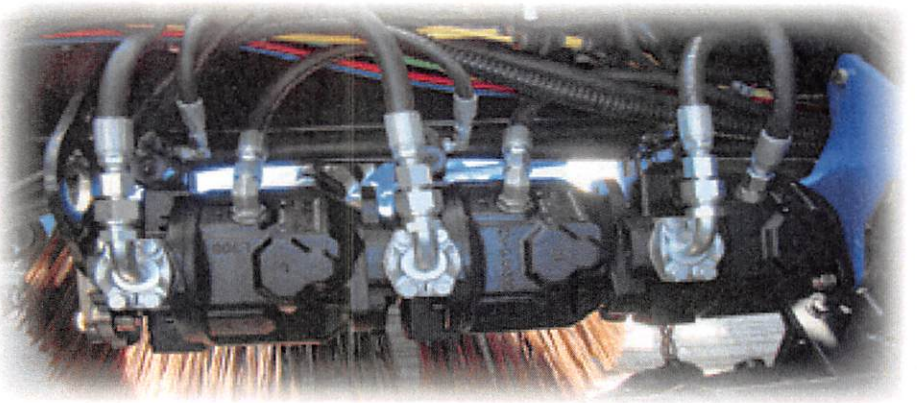




Hopper Dump Control

The hopper dumping functions are controlled with a joystick on the front panel. When the hopper is full, the operator will push a button on the touchscreen to enable the joystick to control the hopper dumping.

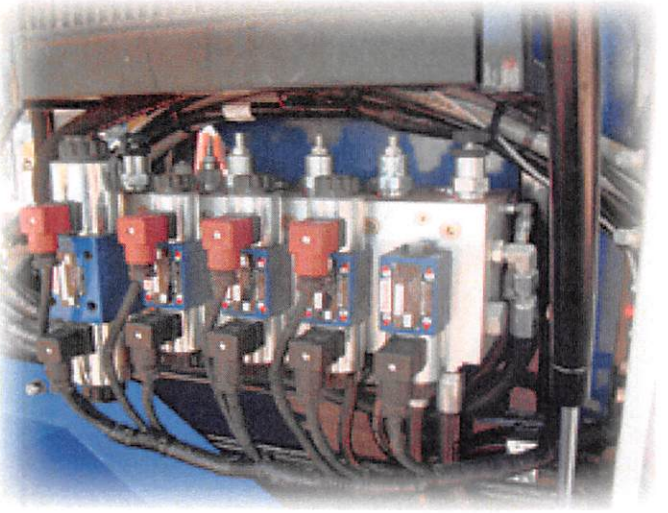
When the joystick is moved up to raise the hopper, the PLC will tilt the elevator back and insure that the elevator is clear before raising the hopper. The operator can then use the joystick to raise and dump the hopper without having to look at the screen. After lowering the hopper, the PLC will insure that the hopper is clear and then tilt the elevator forward into the hopper.



Hydraulic System

The broom uses three separate hydraulic pumps. One pump runs the gutter brooms, one runs the elevator, and one runs the main broom. Each pump is a load sensing, pressure compensated, variable volume piston pump. This is the most efficient hydraulic system available, much more efficient than single pump systems on most other sweepers. With only one pressure compensated pump, every function operates at the highest pressure needed for any single function. This causes higher horsepower and excess heating of the hydraulic fluid. With three pumps, each pump only operates at the minimum pressure needed to carry the load. The lower horsepower required saves fuel and does not require the engine to operate above idle. The hydraulic system runs much cooler than other single pump designs.

There are two valve manifolds mounted close to their functions. This puts the valves very close to the motors and cylinders minimizing the hose lengths. Notice the open access to the hydraulics and other functions provided by the large horizontal door.





The 40 gallon hydraulic tank is mounted directly behind the cab, high on the left side. This keeps the tank away from the dirt and provides better suction flow to the pumps. There is a large in-tank return filter, glass sight level with a thermometer, and an in-tank float and over-temperature switch for operator warning indicators. Every hose has a female JIC swivel on both ends, making replacement, if necessary, easier.

Arrow Board

The ***X-Broom*** comes standard with high intensity arrows mounted integrally with the back housing. The arrows are made up of 13 - 24 LED sealed lights. The operator can select either a left arrow, right arrow, horizontal bar, or both arrows on the touchscreen. The lights are dual intensity, long life, low power amber LEDs. The flash speed can be set by the operator on the touch screen.

Optionally, you can get a DOT approved arrow board that is made up of 25 4" LED lights. The overall size of the arrow board is 60" wide by 30" tall. The patterns available are left or right sequential chevrons, left or right flashing arrows, horizontal bar or alternating diamonds.



Hopper – Xtra Large

The ***X-Broom*** was designed to have the largest hopper volume in its class. Total volume of 6 Cubic Yards with usable net capacity of 4.9 CY. The hopper net capacity is at least twice as large as most high-lift sweepers. The elevator load point to the floor is 50 inches. Compare this to 24 inches of most other sweepers. This enables the broom to spend more time sweeping than dumping. The hopper is much larger because of not having a scissor lift underneath taking up half the volume available and the longer elevator loads the hopper from a higher level. The hopper has a large 42" long discharge door to dump the load in the center of a truck. The door has dual hydraulic cylinders and can be dumped from any height. Hopper loading can be viewed from the cab window or an access door on the left side. The hopper floor is a formed 3/16" plate for extra strength, and the hopper is treated inside and out with two coats of powder coat for long life.



Lift System

Unique two-stage vertical mast enables a larger volume hopper and **completely open truck frame** for maintenance and cleaning. With the mast directly behind the cab, the hopper can extend down to the frame. The 19" of vertical height used on other manufacturer's scissor lifts is used for extra hopper volume. All moving parts roll on sealed bearings with no bushings or sliding blocks to wear out. The hopper is lifted to a height of 12'-6" and the lift capacity is 15,000 pounds.

Note the accessibility for maintenance and cleaning with hopper raised.





Specification Sheet

Truck Chassis

Freightliner M2

Engine	Cummins
HP	300
Torque	860 ft-lb
Wheelbase	140"
Transmission	Allison 3500, 6-spd
Front Axle	12,000 lbs
Rear Axle	23,000 lbs 2-spd
Suspension	Air Ride
GVW	33,000 lbs
Fuel Tank (Both)	50 gallons - mounted under cab

Main Broom

Diameter	36" (914mm)
Width	60" (1.52m)
Type	Poly wafers
Suspension	Pneumatic w/precision regulators. Light, med, heavy down pressure controlled from cab. Automatically adjust pressure throughout broom life.
Lift	Pneumatic
Drive	Variable speed hydraulic motor Dedicated load sensing pump insures constant speed Direct drive (no chains)
Skid Shoes	Double row carbide

Gutter Brooms

Type	4 or 5 segment wire fill
Tilt	Hydraulic control from cab
Diameter	46"
Drive	Variable speed hydraulic drive Dedicated load sensing pump for both gutter brooms
Rotation	Both brooms reversible
Width	Infinitely adjustable up to 140"
Down pressure	Pneumatic from cab, low friction airbag
Extension	Pneumatic extension and retraction

Elevator

Type	Dual steel roller chain drag slat
Sprockets	Polyurethane
Squeegee	14 bucket type w/rubber wear strips
Drive	Direct drive hydraulic motor Dedicated load sensing pump
Speed	Variable and reversible from cab
Lift	Hydraulic
Bearings	Self aligning, sealed, and shielded
Sweep height	Adjustable from cab
Rotation alarm	Standard, RPM display, Rotation Counter

Hopper

Type:	High lift, right side dump
Capacity:	6 Cy total, 4.9CY Net
Dump height:	variable to 150"
Lift capacity:	15,000lbs
Lift type:	2-stage vertical mast
Max dump angle	50 degrees
Dump controls	Joystick or touch screen
Lift time to max ht	15 seconds

Hydraulic System

Type	3 variable volume piston pumps Load sensing, pressure compensated
Drive	By truck engine through transmission mounted PTO
Pump capacity	12 GPM each (36 total) at engine idle. 96 GPM max.
Tank capacity	40 gallons, mounted high behind cab
Filtration	10 micron in-tank
Cooler	Thermostatically controlled fan
Gauges	Site gauge/thermometer Level float and high temp switches for PLC alarms. Temperature displayed on touchscreen. Hydraulic fan ON temp set on touchscreen.

Water Spray System

Tank Capacity	300 gallons polyethylene
Pumps	Dual electric 2nd pump used for max water flow automatically controlled by PLC
Nozzles	3 fine mist spray tips on each gutter broom 5 spray tips on front spray bar 5 spray tips in main broom housing
Filter	80 mesh
Fill	Hydrant or water truck fill w/air gap
Paint	Powder Coat, choice of colors

Electrical

Voltage	12 volts
Alternator	160 amp
Protection	Circuit breakers, manual reset

Controls

Industrial grade programmable logic controller, (PLC)
12 inch touchscreen display panel
Joystick for sweeping control and hopper dump.

Options

Cab Beacon / Strobe
Aluminum Wheels
DOT 25-light Arrow Board
Chrome Bumper, Mirrors
Backup Camera

Warantee

The Nescon X-Broom is warranted against defects due to faulty materials and or workmanship for a period of 1 year or 1100 hours. The truck chassis warranty is usually 2 years with extended warranty available.

Nescon

www.nescon.co
480-505-0001
info@nescon.co

II

R. O. No. 145 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department.

_____
CITY CLERK

F+P
2022-2023 Council

DATE RECEIVED 4-5-22 RECEIVED BY MKC

CLAIM NO. 25-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 05 2022

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: Troy Shaw
2. Home address of Claimant: 1034 Weeden Creek Rd
3. Home phone number: 920-395-3626
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 2-1-2022 I was made aware
6. Where did damage or injury occur? (give full description) _____
7. How did damage or injury occur? (give full description) Sheboygan Police Dept accidentally destroyed my Crame March 1 Air rifle.

   Henry Meller
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:	$ 289.90
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$ 289.90

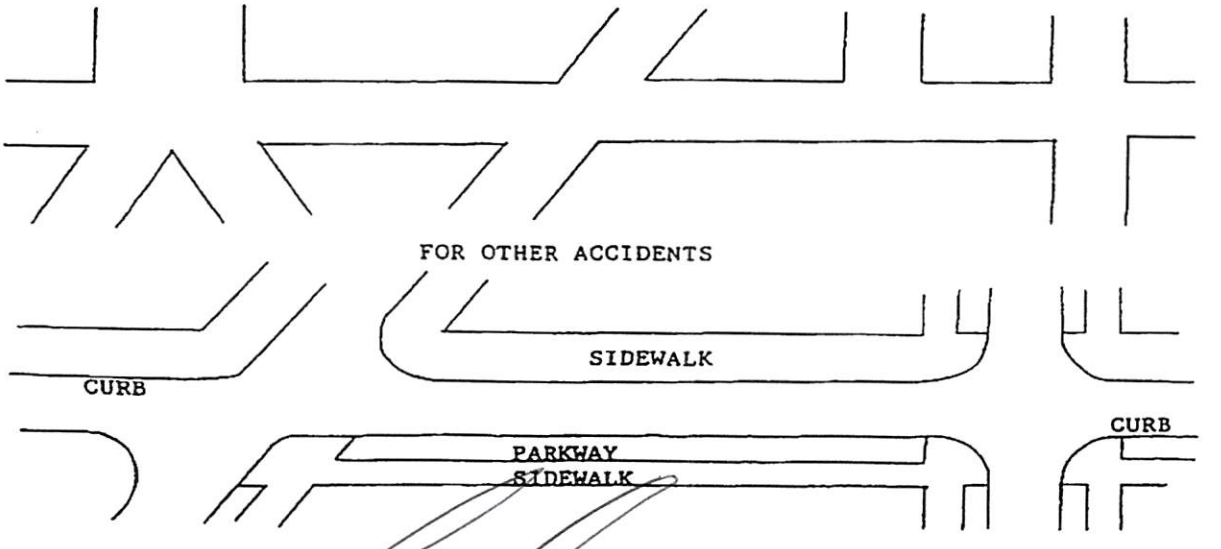
Damaged vehicle (if applicable)

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 _____ **DATE** 4-5-2022

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Troy Shaw

Claimant's Address: 1034 Weeden Creek Rd
Sheboygan, WI 53081

Claimant's Phone No. 920-395-3626

Auto	$
Property	$ 289.90
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 289.90

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 $ 289.90 .

SIGNED Troy Shaw DATE: 4-5-2022

ADDRESS: 1034 Weeden Creek Rd
Sheboygan, WI 53081

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

FREE SHIPPING COUPON CODE ON ORDERS OF MORE THAN $100









$289.90

Whisper Fusion Mach 1 .177 caliber break barrel air rifle

The GAMO Whisper Fusion is powerful, quiet and accurate. The IGT MACH 1 gas piston delivers higher muzzle velocity, less vibration and smoother cocking. It also features Whisper Fusion technology, the quietest noise reduction technology patented by Gamo.

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Cookie Settings Accept All

II

R. O. No. 144 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under WI Statute 75.521 by Sheboygan County, List of Tax Liens for 2017 and 2018.

_____

CITY CLERK

F&P
2022-2023 council

CLERK CIRCUIT COURT
FILED
2022 APR -4 A 10: 40
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WI STATUTE §75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2017 AND 2018 NUMBER FORTY-EIGHT

Case Class: 30405

Case No. 22GF14

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2017 AND 2018 NUMBER FORTY-EIGHT

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2017 through 2018, sales of 2018 through 2019, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of March 29, 2022, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2017 AND 2018 NUMBER FORTY-EIGHT

PARCEL NO. 59006066240

Owner(s) of Record:
Tiffany A. Feldmann, a single person, by virtue of a Warranty Deed recorded on April 15, 2015 at 1:23 p.m. as Document Number 2001439.

Property Address:
N1246 State Highway 32, Cedar Grove, WI 53013

Legal Description:
A part of the Northeast ¼ of the Northeast ¼ of Section 23, Township 13 North, Range 22 East, in the Town of Holland, Sheboygan County, Wisconsin: Commencing in the center of STH "32" at a point 470.25 feet North of the South line of the Northeast ¼ of the Northeast ¼ of Section 23, Township 13 North, Range 22 East; thence West 285 feet; thence South 138 feet; thence East 299 feet to the centerline of STH "32"; thence Northwesterly along the centerline of said highway to the point of beginning.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Tiffany A. Feldmann in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2020FO000425, entered February 17, 2021 and docketed February 17, 2021 at 4:48 p.m. in the principal sum of $389.50 (no attorney listed).

Judgment executed against Tiffany Ann Feldmann in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2019TR002741, entered January 9, 2020 and docketed January 9, 2020 at 10:42 a.m. in the principal sum of $10.00 (no attorney listed).

Judgment executed against Tiffany A. Feldmann in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Dr #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 2018SC000002, entered January 29, 2018 and docketed February 20, 2018 at 8:04 a.m. in the principal sum of $1,014.43 (Attorney Jason Donald Hermersmann).

Judgment executed against Tiffany Ann Feldmann in favor of Kvindlog Services, Inc., 104 S. Mill Street, Waldo, WI 53093, Sheboygan County Circuit Court Case Number 2017SC001063, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $529.46 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Tiffany A. Marquardt in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered October 22, 2013 and docketed October 22, 2013 at 2:38 p.m. in the principal sum of $175.30 (no attorney listed).

Taxes:

Certificate No.:	36
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,482.33
Date Interest and Penalty Computed:	2/1/2019

Six foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, page 226.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281005150

Owner(s) of Record:
Kathleen J. Carr, a single person, by virtue of a Quit Claim Deed, recorded on December 20, 2013 at 11:52 a.m. as Document Number 1980507.

Property Address:
514 Clifton Avenue, Sheboygan, WI 53083

Legal Description:
Lot 6, Block 6, Assessment Subdivision No. 21, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Kathleen Johanna Werner in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CF000156, entered July 31, 2019 and docketed July 31, 2019 at 9:22 a.m. in the principal sum of $2,316.01 (no attorney listed).

Judgment executed against Kathleen Johanna Werner in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2013FA000028, entered September 10, 2018 and docketed September 10, 2018 at 4:01 p.m. in the principal sum of $378.00 (no attorney listed).

Taxes:

Certificate No.:	447
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$581.31
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281201440

Owner(s) of Record:
Shane Saunier by virtue of a Special Warranty Deed dated June 26, 2017 and recorded July 26, 2017 at 11:03 A.M. as Document Number 2042494.

Property Address:
1318B N. 14th Street, Sheboygan, WI 53081

Legal Description:
The East 35 feet of the West 40 feet of the South 50 feet of Lot 2, Block 50, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018TR003260, entered October 30, 2018 and docketed October 30, 2018 at 3:56 P.M. in the principal sum of $200.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018TR002821, entered October 30, 2018 and docketed October 30, 2018 at 3:56 P.M. in the principal sum of $200.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2018FO000139, entered August 14, 2018 and docketed August 14, 2018 at 9:00 A.M. in the principal sum of $389.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of CACH, LLC, 3033 Campus Drive Suite 250, Plymouth, MN 55441 US, Sheboygan County Circuit Court Case Number 2018SC001017, entered May 21, 2018 and docketed July 3, 2018 at 3:58 P.M. in the principal sum of $840.55. (Attorney Gina Ziegelbauer)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2012CF000351, entered September 22, 2016 and docketed September 22, 2016 at 9:40 A.M. in the principal sum of $1,176.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2012CF000351, entered January 10, 2017 and docketed January 10, 2017 at 2:48 P.M. in the principal sum of $1,637.50. (No attorney listed)

Judgment executed against Shane Saunier in favor of Schaal Revocable Trust, 5417 Long Acre Road, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 2016SC002216, entered January 10, 2017 and docketed January 20, 2017 at 12:55 P.M. in the principal sum of $6,119.50. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 2014CT000054, entered July 1, 2014 and docketed July 1, 2014 at 3:18 P.M. in the principal sum of $217.10. (No attorney listed)

Judgment executed against Shane A. Saunier in favor of Sheboygan County, 525 North 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2014SC000665, entered April 7, 2014 and docketed May 13, 2014 at 4:36 P.M. in the principal sum of $396.50. (Attorney Carl K. Buesing)

Judgment executed against Shane A. Saunier in favor of Sheboygan County Clerk of Circuit Court, 615 N Sixth Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number

2013CT000261, entered March 14, 2014 and docketed March 14, 2014 at 3:04 P.M. in the principal sum of $217.10. (No attorney listed)

Child support lien executed against Shane A. Saunier, Docket #674309, filed September 6, 2020 in the principal sum of $14,127.86; child support agency with lien/contact: Sheboygan County.

Taxes:

Certificate No.:	509
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$702.59
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed, dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, page 461 as Document Number 1528238.

Property Address:
(formerly 1018B) N. 11th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-three (73) feet of the West Half (W 1/2) of Lot Three (3), Block Ninety-two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

AND:

Commencing at the Northeast corner of the South Seventy-three (73) feet of the West Half (W 1/2) of Lot Three (3), Block Ninety-two (92), thence South Seventy-three (73) feet to the Southeast Corner of said South Seventy-three (73) feet of the West Half (W 1/2), thence East Seven (7) feet, thence North Forty-four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	539
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$627.01
Date Interest and Penalty Computed:	2/1/2019

Other:
Raze Order executed against Sandra L. Fries, dated August 25, 2021 and recorded August 31, 2021 at 4:20 P.M. as Document Number 2121777 regarding property located at 1018B N 11th Street, Sheboygan, WI. Interested parties are Sheboygan County Clerk, City of Sheboygan Finance Department, Sheboygan County Treasurer and City of Sheboygan Department of City Development.

PARCEL NO. 59281300770

Owner(s) of Record:
The Estate of Daniel C. Wilson, as Vendor, and Richard A. Pocian, a single person, as Purchaser, under Land Contract recorded November 17, 2016 at 3:40 p.m., as Document Number 2030643; Warranty Deed dated June 9, 2009 and recorded June 19, 2009 at 9:32 a.m., as Document Number 1880728.

Property Address:
1119 S. 10th Street, Sheboygan, WI 53081

Legal Description:
The North ½ of the North ½ of Lot 7, Block 260, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Land Contract between The Estate of Daniel C. Wilson, as Vendor, and Richard A. Pocian, a single person, as Purchaser, under Land Contract recorded November 17, 2016 at 3:40 p.m., as Document Number 2030643; Warranty Deed dated June 9, 2009 and recorded June 19, 2009 at 9:32 a.m., as Document Number 1880728.

Judgments/Liens:
Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number 2017CF000179, entered July 23, 2021 and docketed July 23, 2021 at 11:39 a.m. in the principal sum of $1,064.40 (no attorney listed).

Judgment executed against Nikki J. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered June 9, 2020 and docketed June 9, 2020 at 12:22 p.m. in the principal sum of $3,003.36 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Brandon C. Lepak, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered August 5, 2020 and docketed August 5, 2020 at 9:06 a.m. in the principal sum of $2,538.00 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Brandon C. Lepak, debtor, in favor Sheboygan County Clerk of Circuit Court, (no address listed), creditor, Sheboygan County Circuit Court Case Number - No Case Number shown, entered January 5, 2021 and docketed January 5, 2021 at 1:09 p.m. in the principal sum of $50.00 (no attorney listed). NOTE: Per Sheboygan County Clerk of Courts office, judgment shown under Richard Pocian, due to an alias, unable to determine if judgment applies, file is secured. Contact Clerk of Courts office for additional information.

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000023, entered October 16, 2019 and docketed March 6, 2020 at 11:31 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000025, entered September 18, 2019 and docketed March 6, 2020 at 11:35 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000026, entered June 12, 2019 and docketed March 6, 2020 at 11:42 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000024, entered June 12, 2019 and docketed March 6, 2020 at 11:33 a.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered May 19, 2014 and docketed May 19, 2014 at 10:53 a.m. in the principal sum of $1,224.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered March 14, 2017 and docketed March 14, 2017 at 3:57 p.m. in the principal sum of $2,373.75 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number – No Case Number listed, entered June 8, 2017 and docketed June 8, 2017 at 9:02 a.m. in the principal sum of $1,039.50 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000027, entered January 11, 2017 and docketed March 6, 2020 at 11:44 a.m. in the principal sum of $313.00 (no attorney listed).

Judgment executed against Richard Alan Pocian, debtor, in favor Sheboygan County Clerk of Circuit Court, no address listed, creditor, Sheboygan County Circuit Court Case Number 2015TR004596, entered January 13, 2016 and docketed January 13, 2016 at 8:27 a.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000029, entered February 11, 2015 and docketed March 6, 2020 at 11:47 a.m. in the principal sum of $187.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000028, entered February 11, 2015 and docketed March 6, 2020 at 11:45 a.m. in the principal sum of - No amount shown (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000030, entered February 4, 2015 and docketed March 6, 2020 at 11:49 a.m. in the principal sum of $376.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000032, entered February 4, 2015 and docketed March 6, 2020 at 11:52 a.m. in the principal sum of $187.00 (no attorney listed).

Judgment executed against Richard A. Pocian, debtor, in favor City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2020TJ000031, entered February 4, 2015 and docketed March 6, 2020 at 11:51 a.m. in the principal sum of $83.60 (no attorney listed).

Taxes:

Certificate No.:	561
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,499.25
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 1012 at 3:46 P.M. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot One (1) except the East Fifty-five (55) feet thereof, and the East Half (1/2) of Lot Two (2), Block Two Hundred and Eighty-four (284) of the original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded March 20, 2014 at 4:04 P.M. as Document Number 1983878 securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 P.M. as Document Number 1975550 securing the principal sum of $7,976.25.

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	571
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,521.46
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281311160

Owner(s) of Record:
Sue Ann Thieleke, by virtue of a Personal Representative's Deed, recorded on June 7, 1999 at 9:44 a.m. in Volume 1674 of Records, page 353 as Document Number 1545558.

Property Address:
2218 Lakeshore Drive, Sheboygan, WI 53081

Legal Description:
The North 20 feet of Lot 19 and all of Lot 18 in Block 12 of Lake View Park Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat of said Subdivision, excepting therefrom, however, such portion of said lots formerly conveyed for street purposes by deed recorded in Volume 131 of Deeds, 425.

Mortgages:
Mortgage executed by James R. Thieleke and Sue Ann Thieleke, husband and wife, to Wisconsin Bank & Trust, 655 South Taylor Drive, Sheboygan, WI 53081-4206, dated December 27, 2017 and recorded on January 5, 2018 at 12:42 p.m. as Document Number 2050775, securing the principal sum of $84,143.45.

Judgments/Liens:
None of record

Taxes:

Certificate No.:	604
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$3,676.05
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281312820

Owner(s) of Record:
Anthony P. Bray and Jennifer A. Bray, married, by virtue of a Special Warranty Deed dated September 10, 2012 and recorded September 11, 2012 at 2:31 p.m. as Document Number 1952180.

Property Address:
828 Whitcomb Avenue, Sheboygan, WI 53081

Legal Description:
Lot 14 and the East ½ of Lot 15, Block 22, Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Anthony Bray in favor of Holiday Wholesale Inc., 225 Pioneer Drive, Wisconsin Dells, WI 53965, Sheboygan County Circuit Court Case Number 2012SC000877, entered April 9, 2012 and docketed April 13, 2012 at 1:58 p.m. in the principal sum of $3,158.73 (Attorney Paul Kenneth Schwartz).

Judgment executed against Jennifer A. Bray, Anthony P. Bray and Nine 21 LLC in favor of Community Bank & Trust, P.O. Box 1409, 604 N. Eighth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2013SC003068, entered December 2, 2013 and docketed December 13, 2013 at 1:19 p.m. in the principal sum of $2,509.94 (no attorney listed).

Judgment executed against Jennifer Bray in favor of Hawley Kaufman & Kautzer SC, P.O. Box 485, 400 Fifth Street, Random Lake, WI 53075-0485, Sheboygan County Circuit Court Case Number 2015SC002037, entered October 12, 2015 and docketed October 21, 2015 at 4:08 p.m. in the principal sum of $2,291.98 (Attorney Kyle Kaufman).

Taxes:

Certificate No.:	543	607
Tax Year:	2017	2018
Sale Year:	2018	2019
PRINCIPAL Sum of Lien:	$1,664.54	$1,799.29
Date Interest and Penalty Computed:	2/1/2018	2/1/2019

Other:
U.S Bankruptcy Court, Eastern District of Wisconsin, Chapter 13, filed December 29, 2016 by Anthony P. Bray and Jennifer A. Bray, Case Number 16-32388-beh, Debtors discharged 3/15/2022.

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281312900

Owner(s) of Record:
Gary F. Wensauer, a single person, by virtue of a Personal Representative's Deed, recorded on October 3, 1991 at 2:54 p.m. in Volume 1184 of Records, page 832 as Document Number 1226877.

Property Address:
(formerly 831) Jackson Avenue, Sheboygan, WI 53081

Legal Description:
Lot 23, Block 22, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	608
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$398.83
Date Interest and Penalty Computed:	2/1/2019

Other:
Raze Order recorded on October 9, 2018 at 3:36 p.m. as Document Number 2063667.

PARCEL NO. 59281320950

Owner(s) of Record:
Richard E. Dionne, a married person, by virtue of a Warranty Deed, recorded on October 7, 2015 at 3:00 p.m. as Document Number 2010610.

Property Address:
2811 S. 12th Street, Sheboygan, WI 53081

Legal Description:
All of Lot 32, Block 3, except the South 2 feet thereof, Vasselos Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	630
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$55.36
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281400590

Owner(s) of Record:
David J. Thurman and Melody L. Thurman, husband and wife, by virtue of a Warranty Deed, recorded on November 14, 2018 at 9:01 a.m. as Document Number 2065205.

Property Address:
1142/1144 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot 17, Block 2, Assessment Subdivision No. 18 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against David J. Thurman in favor of Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 2019SC002007, entered October 7, 2019 and docketed November 11, 2019 at 8:41 a.m. in the principal sum of $1,513.43 (Attorney Evan R. Fingert).

Judgment executed against David J. Thurman in favor of LVNV Funding LLC, c/o Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 2019SC001343, entered July 8, 2019 and docketed August 13, 2019 at 7:55 a.m. in the principal sum of $3,261.57 (Attorney James E. Kachelski).

Judgment executed against David J. Thurman in favor of Portfolio Recovery Associates, LLC, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 2019SC000685, entered April 8, 2019 and docketed May 28, 2019 at 8:02 a.m. in the principal sum of $3,821.21 (Attorney Casey Cross).

Judgment executed against Melody Thurman in favor of BCG Equities, LLC, 225 S. Executive Drive, Suite 201, Brookfield, WI 53005, Sheboygan County Circuit Court Case Number 2019SC002460, entered December 2, 2019 and docketed December 5, 2019 at 4:45 p.m. in the principal sum of $3,269.86 (Attorney Meghan Patricia Mackelly).

Judgment executed against Melody Thurman in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2019SC000788, entered April 22, 2019 and docketed May 1, 2019 at 2:35 p.m. in the principal sum of $3,107.65 (Attorney David Anthony Ambrosh).

Taxes:

Certificate No.:	638
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,596.17
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Tracy Oregon and Hipolito Oregon in favor of Health Payment Systems, Inc., 735 North Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2020SC000246, entered February 24, 2020 and docketed March 5, 2020 at 12:55 p.m. in the principal sum of $3,263.48 (Attorney Deborah Krusche Bruck).

Judgment executed against Tracy Oregon in favor of National Credit Adjusters, LLC, 622 N. Water Street #400, c/o Gurstel Law Firm, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2019SC002687, entered December 30, 2019 and docketed May 13, 2021 at 4:21 p.m. in the principal sum of $1,807.74 (Attorney Stephen M. Kaminsky).

Taxes:

Certificate No.:	639
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$3,313.00
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Mortgages:
Mortgage executed by Jennifer L. Hansen, a single person, to The City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated April 8, 1994 and recorded on April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, page 536/7, as Document Number 1401643, securing the principal sum of $1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 19, 1997 and recorded on December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, page 427, as Document Number 1491922, securing the principal sum of $7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 23, 1998 and recorded on November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, page 72, as Document Number 1523233, securing the principal sum of $2,100.00.

Judgments/Liens:
Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000258, dated on February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of $1,073.94 (Attorney Jason Donald Hermersmann)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000237, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000238, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000239, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $(no amount listed) (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000242, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000240, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000246, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000236, dated on August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000241, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000243, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000245, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000244, dated on May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $98.80 (no attorney listed).

Taxes:

Certificate No.:	649
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,401.92
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281403330 REDEEMED

Owner(s) of Record:
Deanna Tracey, a single person, by virtue of a Personal Representative's Deed, recorded on July 13, 2018 at 3:52 p.m. as Document Number 2059582.

Property Address:
1627 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 20, Block 6, Assessment Subdivision No. 19 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record

Taxes:

Certificate No.:	659
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$33.70
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record

PARCEL NO. 59281426840 REDEEMED

Owner(s) of Record:
Janice Dekker, an unmarried individual, and Alan Dekker, an unmarried individual, as joint tenants with rights of survivorship, by virtue of a Wisconsin Special Warranty Deed, recorded on March 22, 2013 at 12:28 p.m. as Document Number 1965083.

Property Address:
1211 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
The West 40 feet of Lots 1 and 2, Block 3, Wedemeyer's Division, City of Sheboygan, Sheboygan, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000216, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $439.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000214, entered February 27, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000218, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000215, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Alan R. Dekker in favor of Community Bank & Trust, P.O. Box 1409, 604 N. Eighth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2014SC000063, entered February 3, 2014 and docketed May 22, 2014 at 11:44 a.m. in the principal sum of $1,264.03 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000217, entered March 13, 2019 and docketed November 6, 2019 at 4:00 p.m. in the principal sum of $225.00 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of LVNV Funding LLC, 3033 Campus Drive Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 2013SC000534, entered April 8, 2013 and docketed April 19, 2013 at 5:08 p.m. in the principal sum of $1,578.09 (Jillian N. Walker).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000220, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $577.36 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000219, entered August 3, 2016 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $111.40 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of Village of Kohler, 319 Highland Drive, Kohler, WI 53044, Sheboygan County Circuit Court Case Number 2019TJ000213, entered March 3, 2015 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of $345.40 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of State of Wisconsin Dept. of Children and Families, P.O. Box 8938, 201 E. Washington Avenue, Madison, WI 53708-8938, Sheboygan County Circuit Court Case Number 2021OL000033, entered December 23, 2021 and docketed December 23, 2021 at 3:46 p.m. in the principal sum of $2,539.35 (no attorney listed).

Taxes:

Certificate No.:	685
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$22.50
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries, by virtue of a Warranty Deed, dated February 3, 1998 and recorded February 20, 1998 at 11:05 A.M. in Volume 1555 of Records, page 410, as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan, Wisconsin 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 on page 288, Document #1413783, being part of the Northwest Quarter of the Northwest Quarter of Section 3, Town 14 North, Range 23 East and the Northeast Quarter of the Northeast Quarter of Section 4, Town 14 North Range 23 East.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Judith A. Ries in favor of Portfolio Recovery Associates LLC, Sheboygan, 140 Corporate Blvd, Assignee of HSBC Card Services III Inc/Best Buy, Norfolk, VA 23502, County Circuit Court Case Number 2012SC001505, entered June 18, 2012 and docketed June 25, 2012 at 12:43 P.M. in the principal sum of $951.56 (Attorney Joseph Robert Johnson).

Judgment executed against Judith Ries, a/k/a Judith A. Ries, in favor of Resurgence Capital LLC, 1161 Lake Cook Road Suite D, Deerfield, Illinois 60015, Sheboygan County Circuit Court Case Number 2015SC001444, entered August 3, 2015 and docketed August 1, 2016 at 4:34 P.M. in the principal sum of $9,623.40 (Attorney Robert Irwin Dorf).

Taxes:

Certificate No.:	692
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,579.96
Date Interest and Penalty Computed:	2/1/2019

Other:
Septic Easement, dated June 9, 1986 and recorded December 15, 1986 at 4:20 P.M. in Volume 1035 of Records, pages 529/31, as Document Number 1143748.

Sewer Swear-Off, dated March 23, 1982 and recorded March 24, 1982 at 10:16 A.M. in Volume 914 of Records, page 743, as Document Number 1075234.

PARCEL NO. 59281479118

Owner(s) of Record:
Aamay Sheboygan LLC, a Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

Property Address:
3711 Greenwing Drive, Sheboygan, Wisconsin 53081

Legal Description:
Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2, FINAL PLAT OF GREENWING SUBDIVISION, located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	704
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$14,253.32
Date Interest and Penalty Computed:	2/1/2019

Other:
Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.

Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC, landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

PARCEL NO. 59281512090

Owner(s) of Record:
Randal Klinzing, by virtue of a Special Warranty Deed dated March 7, 2013 and recorded March 13, 2013 at 3:39 p.m., as Document Number 1964442.

Property Address:
2219 Indiana Avenue, Sheboygan, Wisconsin 53081

Legal Description:
Lot 2, Koerner's Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT part taken for street recorded in Volume 397, at Page 183.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2021CF000011, entered October 28, 2021 and docketed October 28, 2021 at 4:51 p.m. in the principal sum of $976.25 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2021CF000011, entered January 10, 2022 and docketed January 10, 2022 at 9:34 a.m. in the principal sum of $620.00 (no attorney listed).

Judgment executed against Randal Klinzing, debtor, in favor of Citibank, N.A., C/O Blitt and Gaines, P.C., 731 N Jackson St., Suite 660, Milwaukee, WI 53202, creditor, Sheboygan County Circuit Court Case Number 2021SC001591, entered December 6, 2021 and docketed December 15, 2021 at 3:42 p.m. in the principal sum of $3,837.42 (Attorney David Olefsky).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002122, entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002124,

entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $389.50 (no attorney listed).

Judgment executed against Randal T. Klinzing, debtor, in favor of Sheboygan County Clerk of Circuit Court, (no address provided), creditor, Sheboygan County Circuit Court Case Number 2020TR002123, entered November 20, 2020 and docketed November 20, 2020 at 9:46 a.m. in the principal sum of $200.50 (no attorney listed).

Child Support Lien against Randal T. Klinzing, DOB February 9, 1984, filed on December 5, 2021 as Docket Number 710496, in the amount of $2,306.96, Sheboygan County.

Taxes:

Certificate No.:	761
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$487.72
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281512930

Owner(s) of Record:
Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's, dated October 7, 2019 and recorded October 10, 2019 at 8:59 A.M. as Document Number 2080150. (Fulfillment of Land Contract, Document Number 1866460, Assigned as Document Number 1965792.)

Property Address:
1219 S. 19th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of record.

Judgments/Liens:
None of record.

Taxes:

Certificate No.:	766
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,312.03
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281600920

Owner(s) of Record:
Chelsee A. Walloch, a single person, by virtue of a Warranty Deed, dated December 22, 2010 and recorded on December 28, 2010 at 4:29 p.m. as Document Number 1916903.

Property Address:
1345 Winter Court, Sheboygan, WI 53081

Legal Description:
Lot 27, Block 1, according to the recorded Plat of Block 1, Assessment Subdivision No. 1, as Amended, except the East 4 feet of said premises are reserved for a driveway in connection with 4 feet taken for such purposes from the premises to the East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CT000298, entered October 2, 2020 and docketed October 2, 2020 at 1:20 p.m. in the principal sum of $591.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered June 25, 2019 and docketed June 25, 2019 at 10:17 a.m. in the principal sum of $1,263.50 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered August 2, 2019 and docketed August 2, 2019 at 9:33 a.m. in the principal sum of $455.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CF000126, entered November 30, 2018 and docketed November 30, 2018 at 2:56 p.m. in the principal sum of $322.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700, entered May 8, 2018 and docketed May 8, 2018 at 10:08 a.m. in the principal sum of $1,165.52 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000574, entered June 10, 2016 and docketed June 10, 2016 at 1:39 p.m. in the principal sum of $657.00 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered February 20, 2013 and docketed February 20, 2013 at 2:12 p.m. in the principal sum of $326.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 28, 2014 and docketed January 28, 2014 at 1:00 p.m. in the principal sum of $164.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered December

23, 2014 and docketed December 23, 2014 at 12:01 p.m. in the principal sum of $103.25 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of $302.75 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000421, entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of $1,405.85 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered November 11, 2015 and docketed November 11, 2015 at 4:27 p.m. in the principal sum of $1,282.75 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700 entered February 15, 2021 and docketed February 15, 2021 at 4:41 p.m. in the principal sum of $1,416.00 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan Internal Medicine Association, 2920 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2012SC000720 entered April 11, 2012 and docketed April 13, 2012 at 10:14 a.m. in the principal sum of $1,046.49 (Attorney Andrew H. Morgan, Esq.).

Taxes:

Certificate No.:	775
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,549.29
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281705430

Owner(s) of Record:
Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Property Address:
1922 N. 9th Street, Sheboygan, WI 53081

Legal Description:
Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Judgments/Liens:
Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of $729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa A. Hughes in favor of Aurora Health Care Central, Inc., P.O. Box 343910, Milwaukee, WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 2016SC001631, entered October 26, 2016 and docketed November 9, 2016 at 12:10 p.m. in the principal sum of $9,859.08 (Attorney John M. Heuer).

Taxes:

Certificate No.:	839
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$1,679.54
Date Interest and Penalty Computed:	2/1/2019

Other:
Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Child Support Lien against Anthony Dewayne Hughes, DOB January 17, 1973, Docket Number 000628329, filed on May 5, 2019 in the principal sum of $21,119.01, Rock County.

PARCEL NO. 59281707870

Owner(s) of Record:
Beth Trepanier, a single person, by virtue of a Special Warranty Deed dated August 22, 2018 and recorded August 29, 2018 at 10:01 a.m., as Document Number 2061710.

Property Address:
1620 N. 12th Street, Sheboygan, Wisconsin 53081

Legal Description:
Lot 44, F.W. Blocki's Subdivision of Lots A and B in Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT part taken for North 12th Street.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Beth Trepanier, debtor, in favor Midland Credit Management, INC, 350 Camino DE LA Reina, Suite 100, San Diego, CA 92108, creditor, Sheboygan County Circuit Court Case Number 2021SC000005, entered February 1, 2021 and docketed February 26, 2021 at 3:37 p.m. in the principal sum of $737.54 (Attorney Kirk R. Emick).

Judgment executed against Beth Trepanier, debtor, in favor of Cottonwood Financial Wisconsin, 1901 Gateway Drive Suite 200, Irving, TX 75038, creditor, Sheboygan County Circuit Court Case Number 2013SC003120, entered December 9, 2013 and docketed December 13, 2013 at 3:13 p.m. in the principal amount of $2,389.36 (Attorney Adam R. Finkel).

Taxes:

Certificate No.:	849
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$254.36
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

PARCEL NO. 59281711540

Owner(s) of Record:
Timothy B. McDonald and Crystal B. McDonald, husband and wife, by virtue of a Warranty Deed dated August 27, 1993 and recorded September 13, 1993 at 8:25 a.m., in Volume 1298, at Page 72, as Document Number 1382615.

Property Address:
3208 N. 12th Street, Sheboygan, Wisconsin 53083

Legal Description:
Lot 6 and the South 20 feet of Lot 5, Block 3, Lake Shore Division, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of record

Judgments/Liens:
Judgment executed against Timothy B. McDonald, debtor, in favor Aurora Medical Group Inc., PO Box 343910, Milwaukee, WI 53215, creditor, Sheboygan County Circuit Court Case Number 2018SC000550, entered March 26, 2018 and docketed March 29, 2018 at 9:18 a.m. in the principal sum of $1,045.50 (Attorney Jonathan D. McCollister).

Judgment executed against Timothy B. McDonald, debtor, in favor New-Cell Inc., 1580 Mid Valley Drive, PO Box 5301, DePere, WI 54115, creditor, Sheboygan County Circuit Court Case Number 2017SC001000, entered May 22, 2017 and docketed June 5, 2017 at 12:19 p.m. in the principal sum of $1,493.28 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000064, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000065, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000063, entered September 21, 2016 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000066, entered December 2, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $250.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000067, entered November 18, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000069, entered October 28, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $662.80 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000068, entered October 28, 2015 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000071, entered October 15, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $182,840.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000070, entered October 15, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $182,878.00 (no attorney listed).

Judgment executed against Timothy B. McDonald and Crystal B. McDonald, debtor, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, Sheboygan County Circuit Court Case Number 2016TJ000072, entered July 16, 2014 and docketed October 11, 2016 at 4:21 p.m. in the principal sum of $341.00 (no attorney listed).

Taxes:

Certificate No.:	862
Tax Year:	2018
Sale Year:	2019
PRINCIPAL Sum of Lien:	$2,008.75
Date Interest and Penalty Computed:	2/1/2019

Other:
None of record.

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Eight, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 4, 2022, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 4, 2022. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including June 3, 2022, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 3, 2022, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 31st day of March, 2022.

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 31st day of March, 2022.

Diamond Braeger
Diamond Braeger, Notary Public
State of Wisconsin
My Commission expires November 20, 2022

DIAMOND BRAEGER NOTARY PUBLIC STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Eight, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated April 4, 2022, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on April 4, 2022. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including June 3, 2022, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said June 3, 2022, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 31st day of March, 2022.

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 31st day of March, 2022.

Diamond Braeger
Diamond Braeger, Notary Public
State of Wisconsin
My Commission expires November 20, 2022

DIAMOND BRAEGER NOTARY PUBLIC STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

II

R. O. No. 143 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a Summons and Complaint in the matter of PNC Bank, National Association vs. Rae R. Pape et al.

CITY CLERK

F & P
2022-2023 Council

APR 01 2022
FILED
03-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000152
Honorable Daniel J Borowski
Branch 5
Item 18.

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

PNC Bank, National Association vs. Rae R. Pape et al

Electronic Filing Notice

Case No. 2022CV000152
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

UNREDACTED

Case number 2022CV000152 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 225b8a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 24, 2022

FILED
03-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000152
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PNC Bank, National Association
c/o Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
West Valley City, UT 84119

Plaintiff,

vs.

Rae R. Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

John Doe Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of March, 2022.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
086151F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000152
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PNC Bank, National Association
c/o Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
West Valley City, UT 84119

Plaintiff,

vs.

Rae R. Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

John Doe Pape
1415 Mehrtens Ave
Sheboygan, WI 53081-2561

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Rae R. Pape.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $32,225.80 together with interest from the 1st day of June, 2021.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Pape has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rae R. Pape and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said

premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 23rd day of March, 2022.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-23-2022
Sheboygan County
Clerk of Circuit Court
2022CV000152
Honorable Daniel J
Borowski
Branch 5

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In the Wall Street Journal)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

March 18, 2005 [Date] SHEBOYGAN [City] Wisconsin [State]

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $45,475.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.0000%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on May 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $333.68. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

EXHIBIT A

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half percentage points (6.5000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding € months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

[redacted] *(Page 2 of 4 pages)* [redacted]

EXHIBIT A

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

[redacted] *(Page 3 of 4 pages)* [redacted]

EXHIBIT A

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Rae R. Pape (Seal) -Borrower
RAE R. PAPE

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

**

THE PREPAYMENT NOTE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF AMENDS THE PREPAYMENT PROVISIONS OF THIS NOTE RP.

Initials Initials Initials Initials Initials Initials

Pay to the order of
First Franklin Financial Corporation
without recourse
First Franklin, a division of National City Bank of Indiana
By:
Olivia Horace, Post Closer

Pay to the order of
WITHOUT RECOURSE
First Franklin Financial Corp.
Olivia Horace, Funder

[redacted]

[redacted]

EXHIBIT A

Item 18.

UNOFFICIAL COPY

1760999
SHEBOYGAN COUNTY, WI
RECORDED ON
03/28/2005 02:54PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 45.00
TRANSFER FEE:
STAFF ID 11
TRANS # 59264
OF PAGES: 18

MORTGAGE

Document Number:

Return Address:

FIRST FRANKLIN
ATTENTION: RECORDS MANAGEMENT
2150 NORTH FIRST STREET
SAN JOSE, CA 95131
Parcel I.D. Number: 59281601220

[redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated March 18, 2005, together with all Riders to this document.
(B) **"Borrower"** is RAE R PAPE, UNMARRIED

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN
Lender is a National Association organized and existing under the laws of United States of America. Lender's address is 2150 NORTH FIRST STREET, SAN JOSE, California 95131.

(D) **"Note"** means the promissory note signed by Borrower and dated March 18, 2005. The Note states that Borrower owes Lender Forty Five Thousand Four Hundred Seventy Five and no/100 Dollars (U.S. $45,475.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 01, 2035.
(E) **"Property"** means the property that is described below under the heading **"Transfer of Rights in the Property."**
(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[X] Other(s) [specify] Prepay Rider
[X] 1-4 Family Rider	[ ] Biweekly Payment Rider	

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct,

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or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the

COUNTY [Type of Recording Jurisdiction] of SHEBOYGAN [Name of Recording Jurisdiction] :

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 1415 MEHRTENS AVENUE [Street]

SHEBOYGAN [City], Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

EXHIBIT B

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the

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underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the

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following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has

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designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has

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breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section

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846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorney's Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 10 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Rae R. Pape
RAE R. PAPE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Witness:

Witness:

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on MARCH 15, 2005 (date) by RAE R. PAPE

(person[s] acknowledging).

JASON P. PLEUS NOTARY PUBLIC STATE OF WISCONSIN

Jason P. Pleus
JASON P. PLEUS Notary Public, State of Wisconsin

My commission expires: 5/11/08

This instrument was drafted by:

Name: WENDY SEHNERT

WISCONSIN--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EXHIBIT B

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1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of March 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, wholly owned operating subsidiary of National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

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of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

EXHIBIT B

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider.

Rae R. Pape (Seal) -Borrower
RAE R. PAPE

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EXHIBIT B

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PREPAYMENT RIDER

This Prepayment Rider is made this 18th day of March 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN

("the Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 24 months after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge not to exceed 60 days' interest at the contract rate on the amount by which the aggregate principal prepayment for a twelve month period exceeds 20% of the original amount of the loan.

NOTICE TO BORROWER

Do not sign this Prepayment Rider before you read it. This prepayment Rider provides for the payment of a charge if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

Rae R. Pape (Seal)
RAE R. PAPE

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Fixed Rate and Balloon Prepayment Rider – First and Second Liens – Wisconsin
Adjustable Rate Prepayment Rider - First Lien – Wisconsin

[redacted] [redacted]

EXHIBIT B

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ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of March 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1415 MEHRTENS AVENUE
SHEBOYGAN, WI 53081

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.0000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 2007 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One Half percentage points (6.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

EXHIBIT B

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000%) from the rate of interest I have been paying for the preceding 6 months; subject to the following limits: My interest rate will never be greater than 14.0000%, nor less than 8.0000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

[redacted] *(Page 2 of 3 pages)* [redacted]

EXHIBIT B

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Rae R. Pape
RAE R. PAPE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

EXHIBIT B

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Exhibit "A"

LEGAL DESCRIPTION:

Lot Five (5), Block Five (5), according to the recorded Plat of Assessment Subdivision No. 1, in the City of Sheboygan, Sheboygan County, Wisconsin. Together with the rights in an easement for driveway purposes in parts of Lots 4 and 5, Block 5 in said Subdivision, as set forth in a certain agreement for joint use of driveway dated November 13, 1964 and recorded November 17, 1964 in Vol. 438 Records, Page 676.

Tax Parcel Number: 59281601220

EXHIBIT B

CHAIN OF TITLE:

WARRANTY DEED
GRANTOR: BARBARA J. REINKE F/K/A BARBARA J. SIRCEL
GRANTEE: JOSE HERRERA, A SINGLE PERSON
DATED: 07/20/1999 **RECORDED:** 07/29/1999 **BOOK:** 1685 **PAGE:** 584
INSTRUMENT NO.: 1550334

WARRANTY DEED
GRANTOR: JOSE HERRERA
GRANTEE: RAE R. PAPE, A SINGLE PERSON
DATED: 03/17/2005 **RECORDED:** 03/28/2005 **INSTRUMENT NO.:** 1760997

MORTGAGE/DEED OF TRUST INFORMATION:

MORTGAGE

LENDER: FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN
BORROWER: RAE R PAPE, UNMARRIED
DATED: 03/18/2005 **RECORDED:** 03/28/2005 **INSTRUMENT NO.:** 1760998
AMOUNT: $45,475.00

ASSIGNMENT
ASSIGNOR: FIRST FRANKLIN, A DIVISION OF NATIONAL CITY BANK OF INDIANA
ASSIGNEE: FIRST FRANKLIN FINANCIAL CORPORATION
DATED: 04/12/2005
RECORDED: 04/25/2005
INSTRUMENT NO.: 1763374

ASSIGNMENT
ASSIGNOR: FIRST FRANKLIN FINANCIAL CORPORATION, A DELAWARE CORPORATION BY SELECT PORTFOLIO SERVICING, INC., A UTAH CORPORATION, ITS ATTORNEY IN FACT
ASSIGNEE: PNC BANK, NATIONAL ASSOCIATION
DATED: 03/27/2018
RECORDED: 07/18/2018
INSTRUMENT NO.: 2059691

MORTGAGE FORECLOSURE/ LIS PENDENS:

NONE

JUDGMENTS:

JUDGMENT

CASE # 2015TJ000096
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 **AMOUNT:** $491.00

JUDGMENT

CASE # 2015TJ000094
PLAINTIFF: CITY OF SHEBOYGAN

DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000095
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000098
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000093
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2015TJ000092
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 04/27/2015 AMOUNT: $691.00

JUDGMENT

CASE # 2018TJ000029
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 03/14/2018 AMOUNT: $53,038.00

JUDGMENT

CASE # 2018TJ000030
PLAINTIFF: CITY OF SHEBOYGAN
DEFENDANT: RAE R PAPE
DOCKETED: 03/14/2018 AMOUNT: $53,000.00

UCC FINANCING STATEMENT:

NONE

NOTICE OF LIENS:

NONE

MECHANIC'S LIENS:

LIEN REPORT

II

R. O. No. 141 - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 18, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2022 and ending March 31, 2022.

Patrol and Investgations	2020 Actual	Y-T-D 3/31/21	2021 Actual	Y-T-D 3/31/22	2022 Goals
Homicide	2	0	1	0	0
Rape	20	13	39	7	20
Robbery	14	2	5	2	10
Aggravated Assualt	107	24	112	21	100
Burglary	96	16	82	14	100
Theft	689	116	563	110	800
Motor Vehicle Theft	35	3	34	1	30
Arson	10	1	5	1	10
Part 1 Total Crimes	973	175	841	156	900
Percent of Offenses Cleared	56%	50%	47%	64%	70%
Value of Property Stolen	$475,001	$138,320	$711,334	$50,287	$500,000
Value of Property Recovered	$389,071	$101,384	$321,044	$19,480	$200,000
Percent of Stolen Recovered	82%	73%	45%	39%	40%
Accident Investigations	1,340	340	1,365	342	1,500
Traffic Stops	3,455	1,299	4,395	1,618	No Goal
Traffic Arrests	2,611	876	3,016	972	No Goal
Other Arrests	2,646	529	2,810	709	No Goal
Speed Trailer Deployments	8	2	29	0	20
HVEE Deployments	1	10	65	20	12
Parking Tickets Issued	6,098	2,516	6,631	3,720	10,000
Bicycles Recovered	118	22	190	35	150
Involuntary Commitments	101	35	144	37	No Goal
Administration					
District Attorney Request for Digital Evidence	1,216	292	1,142	252	2,750
Open Records Requests	7,318	1,716	6,502	1,697	4,000
Nixle Messages Sent	97	14	78	27	250
Press Releases	20	3	18	5	50
Tweets	92	17	111	34	350
Facebook Followers*	15,449	15,539	16,749	16,817	17,000
Reported Crime Maps	100	26	98	27	104
Crime Comparison Reports	24	7	22	7	26

*Facebook no longer reports likes which were previously tracked

POLICE CHIEF

LHPS
22-23 Council

II

R. O. No. 140 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a settlement agreement by and between Sheboygan Paper Box Co. and the Wisconsin Department of Revenue.

FtP
2223 Council

CITY CLERK

State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT – AA 81

200 N. Jefferson Street, Suite 126
Green Bay, WI 54301-5100
Phone: 920-448-5191
Fax: 920-448-5210
mfgtel81@wisconsin.gov
www.revenue.wi.gov

April 1, 2022

Ms. Meredith DeBruin
Sheboygan City Clerk
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

Subject: 2020 Full Value Assessment

Regarding the real estate parcel below, the property owner and the Department of Revenue (DOR) executed a settlement agreement under the jurisdiction of the Wisconsin Tax Appeals Commission (TAC) that changes a 2020 manufacturing full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., Delayed action of reviewing authority. This order may allow the owner of the property to request a refund of taxes that were already paid; and may allow the municipality to recover some of the refund through the procedure described in Sec. 74.41. Wis. Stats., Charging back refunded or rescinded taxes.

The settlement agreement includes the following key points:

- 2020 full value assessment is reduced to: $2,300,000
- Appellant waives the right to any interest that may be due under Sec. 70.511(2)(b), Wis. Stats.
- Appellant waives fees, costs, and attorney's fees

This agreement is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	Sheboygan Paper Box Co
Site Address:	716 Clara Ave
Local Parcel Numbers:	59281318401
State Identification Numbers:	81-59-281-R000001329
Tax Appeals Commission Docket Numbers:	21-MR-194

	Original 2020 Full Value Assessment	Revised 2020 Full Value Assessment	Amount of 2020 Full Value Change
Land	157,900	157,900	0
Improvements	2,447,000	2,142,100	-304,900
Total	2,604,900	2,300,000	-304,900

Aggregate Ratio: 0.810783011

	Original 2020 Equated Assessment	Revised 2020 Equated Assessment	Amount of 2020 Equated Change
Land	128,000	128,000	0
Improvements	1,984,000	1,736,800	-247,200
Total	2,112,000	1,864,800	-247,200

Also, enclosed is a publication Property Tax Refund Requests and the Chargeback Process (PA-600). If you intend to complete a chargeback, please remit all paperwork (PC-201, available on DOR's website) as soon as possible after issuing the refund. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-266-2569.

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@wisconsin.gov.

Sincerely,

Kurt Keller
Supervisor
Green Bay Manufacturing and Utility Bureau District Office

enclosures: PA-600

cc: Ms. Laura Henning-Lorenz, County Treasurer, 508 New York Avenue, Room 109, Sheboygan, WI 53081-4126

SETTLEMENT AGREEMENT BY AND BETWEEN SHEBOYGAN PAPER BOX CO. AND THE WISCONSIN DEPARTMENT OF REVENUE

Sheboygan Paper Box Co. (Sheboygan) and the Wisconsin Department of Revenue (Department), by their undersigned representatives, hereby enter into this Settlement Agreement (Agreement) in full and final settlement of the Wisconsin real property tax assessment for the property and years identified herein. This Agreement shall be effective as of the last date executed by all of the parties.

WHEREAS, the Department issued to Sheboygan real property tax assessments on its manufacturing property in the City of Sheboygan, Wisconsin, 716 Clara Ave, State ID No. 81-59-281-R-000001329, its manufacturing property in the City of Sheboygan, Wisconsin, 728 S 11th Street, State ID No. 81-59-281-R-000001381, and its manufacturing property in the City of Sheboygan, Wisconsin, 1137 Illinois Ave, State ID No. 81-59-281-R-000001391 (Sheboygan Real Property) for the 2020 and 2021 assessment years.

WHEREAS, Sheboygan appealed all 2020 assessments to the State Board of Assessors (BOA) as BOA Appeal No. 81-169-REO-20 for the 716 Clara Ave property, as BOA Appeal No. 81-170-REO-20 for the 728 S 11th St property, and as BOA Appeal No. 81-171-REO-20 for the 1137 Illinois Ave property, where the Department's assessments for assessment year 2020 were sustained by the BOA.

WHEREAS, Sheboygan timely appealed the 2020 assessments sustained by the BOA to the Wisconsin Tax Appeals Commission (TAC). Sheboygan then withdrew the 2020 appeals for the 728 S 11th Street property and 1137 Illinois Ave property. This left only the 2020 appeal for 716 Clara Ave, which is currently pending as Docket No. 21-MR-194 (TAC Appeal) at TAC.

WHEREAS, Sheboygan appealed its 2021 assessments to the BOA as BOA Appeal No. 81-147-REO-21 for the 716 Clara Ave property, as BOA Appeal No. 81-148-REO-21 for the 728 S 11th St property, and as BOA Appeal No. 81-149-REO-21 for the 1137 Illinois Ave property, where its year 2021 appeals are currently pending.

WHEREAS, Sheboygan and the Department desire to conclusively and finally resolve the issues being contested in the TAC Appeal regarding the Sheboygan Real Property for the 2020 assessment year and the issues being contested in the 2021 BOA appeals for the 2021 assessment year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sheboygan and the Department hereby agree that:

1. All whereas clauses are incorporated herein by reference.

2. The Department's original 2020 full value assessment of the Sheboygan Real Property at 716 Clara Ave is hereby modified as follows:

Docket No.	Assessment Year	Stipulated Full Value Assessment
21-MR-194	2020	$2,300,000

3. The 2021 full value assessment of the Sheboygan Real Property at 716 Clara Ave will be modified in an order from the BOA as follows:

BOA Appeal	Assessment Year	Stipulated Full Value Assessment
81-147-REO-21	2021	$2,325,000

4. Sheboygan agrees to withdraw its 2021 BOA Appeal of the Sheboygan Real Property at 728 S 11th St and will not appeal to TAC.

5. Sheboygan agrees to withdraw its 2021 BOA Appeal of the Sheboygan Real Property at 1137 Illinois Ave, and will not appeal to TAC.

6. Sheboygan waives all appeals on its real property for the 2020 and 2021 assessment years. This includes any and all appeals related to the properties at 716 Clara Ave, 728 S 11th St., and 1137 Illinois Ave.

7. Sheboygan waives any other claim it may have for the 2020 and 2021 assessment years. This includes any and all claims related to the properties at 716 Clara Ave, 728 S 11th St., and 1137 Illinois Ave.

8. Sheboygan waives the right to any interest that may be due under Wis. Stat. § 70.511(2)(b).

9. The parties shall file with the Wisconsin Tax Appeals Commission a Stipulation and Order for Dismissal requesting dismissal of Docket No. 21-MR-194 with prejudice, on the merits and without costs or attorney fees awarded to either party. The parties further agree that this Agreement will not be filed with the Stipulation or be made part of the official record of the Tax Appeals Commission's case file.

10. The parties waive fees, costs, and attorney fees.

11. Sheboygan and the Department agree that this Agreement constitutes the entire agreement among them with respect to Sheboygan's 2020 and 2021 Wisconsin real property assessment of the Sheboygan Real Property, and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may not be modified or amended, except by a

written agreement signed by all parties hereto. The terms of this Agreement shall have no binding effect on any party for any other year not included herein and may not be used by Sheboygan as precedent for any other assessments, appeals, or settlements.

12. The parties acknowledge that the agreed amounts set forth in paragraphs 2 and 3 constitute a settlement of disputed issues and that the Department has not adopted Sheboygan's position on any issue related to the assessment. By entering into this Agreement, none of the parties shall be deemed to accept the merits of another party's legal arguments.

13. Sheboygan and the Department, by their respective signatures below, affirm that they have read and understand all the provisions of this Agreement and agree to comply with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Agreement.

SHEBOYGAN PAPER BOX CO.

Thomas A. Ciebl 3/17/2022
Date

Name: Thomas A. Ciebl

Title: CEO

WISCONSIN DEPARTMENT OF REVENUE

03/17/2022
Timothy J. Drascic, Director Date
Manufacturing & Utility Bureau
Division of State and Local Finance

Property Tax Refund Requests and the Chargeback Process

Wisconsin Department of Revenue

PA-600 (R. 12/21) 2022

I. Introduction

This publication addresses:

- A property owner's responsibility to request a refund from the municipality (town, village or city) for taxes paid in error due to a delayed determination from a Board of Review (BOR), Board of Assessors (BOA), or a court
- How and when a municipality:
  - » Files a request to chargeback refunded taxes under state law (sec. 74.41, Wis. Stats.), with the Wisconsin Department of Revenue (DOR)
  - » Requests an interest refund from the Department of Administration (DOA)

The chart on page 5 shows the steps a property owner and a municipality must take to recover and chargeback refunded taxes paid in error as determined by a reviewing authority, under state law (sec. 70.511, Wis. Stats.).

II. Reviewing Authority – Delayed Action Under Sec. 70.511, Wis. Stats.

A. Determination made after taxes levied

- **Sec. 70.511(2)(a), Wis. Stats. –** states in part, "If the reviewing authority has not made a determination prior to the time of the tax levy with respect to a particular objection to the amount, valuation or taxability of property, the tax levy on the property or person shall be based on the contested assessed value of the property. A tax bill shall be sent to, and paid by, the person subject to the tax levy as though there had been no objection filed, except that the payment shall be considered to be made under protest. The entire tax bill shall be paid when due under sec. 74.11, 74.12 or 74.87 even though the reviewing authority has reduced the assessment prior to the time for full payment of the tax billed."
- **Sec. 70.511(2)(b), Wis. Stats. –** states in part, "If the reviewing authority reduces the value of the property in question, or determines that manufacturing property is exempt, the taxpayer may file a claim for refund of taxes resulting from the reduction in value or determination that the property is exempt. If claim for refund is filed with the clerk of the municipality on or before the November 1 following the decision of the reviewing authority, the claim shall be payable to the taxpayer from the municipality no later than January 31 of the succeeding year. A claim filed after November 1 shall be paid to the taxpayer by the municipality no later than the 2nd January 31 after the claim is filed."

B. Value to be used in setting tax rate

If the reviewing authority does not complete its work before the time a municipality sets for establishing its current tax rate, the municipality must use the assessment roll's total value (including contested values) in setting its tax rate.

C. Interest

Under sec. 70.511, Wis. Stats., interest on the claim must be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of six-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

Proceedings postponement:

- **Taxpayer requests**
  - » Interest on the claim must permanently stop accruing on the request date
  - » Reviewing authority must hold a hearing on the appeal within 30 days after the taxpayer requests the postponement unless the taxpayer agrees to a longer delay
- **Reviewing authority postpones without a taxpayer request**
  - » Interest on the claim must continue to accrue
  - » No interest may be paid if the reviewing authority determines the property value was reduced because the taxpayer supplied false or incomplete information (sec. 70.995(8)(a), Wis. Stats.)

III. Municipality's Request for Refund of Interest Paid to a Manufacturer

If a municipality pays interest to a manufacturing property assessed under sec. 70.995, Wis. Stats., the municipality may request a refund of 20 percent of this interest from DOA under sec. 70.511(2)(b), Wis. Stats. The municipality must send a written notification/request to DOA no later than July 1 for the interest payments made in the previous fiscal year.

Under sec. 70.511(2)(b), Wis. Stats., DOA will reimburse a municipality (no later than the 3rd Monday of November) 20 percent of the interest the municipality paid in the previous fiscal year related to taxes refunded for property assessed under sec. 70.995, Wis. Stats.

Request should have refund details, including:

- Name of the manufacturer
- Amount of taxes refunded
- Total amount of interest paid
- Amount of interest to be refunded to the municipality by DOA (20 percent of the total interest)
- **Note:** Also include a copy of the determination or stipulation agreement

Send the request to:

Manufacturing Tax Refund Program
DOA, Division of Intergovernmental Relations
PO Box 8944
Madison WI 53708

Also send a copy of the request to:

Local Government Services Bureau
Wisconsin Department of Revenue
PO Box 8971 #6-97
Madison WI 53708-8971

Back to page 1

IV. Submitting a Chargeback Request Under Sec. 74.41, Wis. Stats.

When a reviewing authority reduces a property assessment, a municipality must electronically submit Form PC-201 to DOR no later than October 1.

A. Making a request

By October 1 each year, the municipal clerk must electronically file (e-file) Form PC-201 (Request for Chargeback of Rescinded or Refunded Taxes) with DOR for the general property taxes on the tax roll. Complete a separate form for each real estate parcel number, personal property account, and year. The general property taxes must meet at least one of the following – the taxes were:

- Refunded to taxpayers under sec. 70.511, 74.35 or 74.37, Wis. Stats.
- Refunded or collected under sec. 70.43, Wis. Stats.
- Rescinded or refunded to taxpayers under sec. 70.74, 74.33 or 75.25(2), Wis. Stats.

Either of these must also occur:

For assessments as of January 1, 2017 or prior

- Total of all chargeback requests to submit equals at least $5,000 per tax year
- Tax to chargeback for any single description for any one year is $500 or more

For assessments as of January 1, 2018 or later

- Tax to chargeback for any single description for any one year is $250 or more
- Tax refunded/rescinded for any of the five assessment years immediately preceding the year Form PC-201 is submitted or taxes refunded/rescinded because of a court determination, must be submitted no later than one year after the date of the court's determination.
- **Note:** Requirement that all chargeback requests submitted must total at least $5,000 per tax year no longer applies for assessments as of January 1, 2018 or later

B. Reminder

A municipality must refund the overpaid taxes, along with all applicable interest, to the property owner before submitting a chargeback request to DOR. For more information, review the chart located on page 5.

V. DOR Determination

- After the clerk submits a request to DOR, we determine the amount of rescinded or refunded taxes to chargeback to and collect from, each taxing jurisdiction where the municipality collected taxes. DOR also determines the amount of taxes collected under sec. 74.33, Wis. Stats., to share with each taxing jurisdiction where the municipality collected taxes.
- DOR's determination under this subsection is reviewable only under sec. 227.53, Wis. Stats.

A. Amount DOR determines may not include any interest except on refunds:

- Issued under sec. 70.511(2)(b), Wis. Stats.
- Paid for property assessed under sec. 70.995, Wis. Stats.
- Not paid to the municipality by DOA under sec. 70.511(2)(bm), Wis. Stats.

B. If DOR approves the chargeback request – Notice and Payment – sec. 74.41(5), Wis. Stats.

- DOR certifies the chargeback amount to the municipal clerk and notifies each affected taxing jurisdiction by November 15
- Each taxing jurisdiction must pay the amount certified to the municipal treasurer by February 15 of the year following the determination

Back to page 1

C. No effect on the mill rate limits – sec. 74.41(6), Wis. Stats.

- DOR does not consider a tax levied by a taxation jurisdiction to fund an amount the taxing jurisdiction is required to pay, in determining whether the taxing jurisdiction complies with any statutorily imposed mill rate limit
- If DOR denies a chargeback request because it did not meet the minimum requirement of sec. 74.41, Wis. Stats., the municipality is responsible for the entire refund except for 20 percent of the interest refunded.

D. Levy limit – sec. 66.0602, Wis. Stats.

- The political subdivision's share of any amount of rescinded or refunded taxes determined and certified by DOR under sec. 74.41(5), Wis. Stats., is exempt from that subdivision's levy limit. A municipal clerk should enter the subdivision's share of refunded/ rescinded tax in Sec. D, Line D of the Levy Limit Worksheet.
- For questions on DOR determinations, contact the Equalization Bureau District Office in your area.

VI. Summary

1. BOA (or a court) reduces the assessed value after the municipality levies the taxes (i.e., a delayed action under sec. 70.511, Wis. Stats.)
2. Property owner must pay property taxes even if a determination is not made before the taxes are due
3. Property owner must request a refund from the municipality for overpaid taxes
4. Municipality refunds overpaid taxes and applicable interest to the property owner
5. Municipality notifies DOA and DOR of its reimbursement request of 20 percent of the interest paid to a manufacturer due to a value adjustment of property assessed under sec. 70.995, Wis. Stats.
6. Municipality submits Form PC-201: Request for Charge Back of Rescinded or Refunded Taxes to DOR by October 1
7. DOR determines by November 15 whether the municipality can chargeback the rescinded or refunded taxes to the other taxing jurisdictions and notifies the municipality and each affected taxing jurisdiction of the amount owed
8. Each taxing jurisdiction must pay the municipal treasurer the amount owed by February 15 of the year following the determination

VII. Contact Information

If you have questions, contact us at lgs@wisconsin.gov.

VIII. Chart

Delayed Action of Reviewing Authority – Refund of Tax and Interest and Chargeback Process

When a reviewing authority issues a determination reducing assessed value in 2022:

1. By November 1 in the year determination issued (2022)

- Property owner submits refund request to municipality by November 1, 2022
- Municipality must issue refund by January 31, 2023
- **If the refund is issued to the property owner:**

  BEFORE October 1, 2022:
  - » Municipality requests interest refund from DOA no later than July 1 of each year
  - » Municipality may submit a chargeback request to DOR by October 1, 2022
  - » DOR will issue chargeback determination by November 15, 2022
  - » Taxing jurisdictions must reimburse municipality by February 15, 2023

  AFTER October 1, 2022:
  - » Municipality requests interest refund from DOA no later than July 1 of each year
  - » Municipality may submit chargeback request to DOR by October 1, 2023
  - » DOR will issue chargeback determination by November 15, 2023
  - » Taxing jurisdictions must reimburse municipality by February 15, 2024

2. After November 1, 2022 but before October 1, 2023

- Property owner submits refund request to municipality after November 1, 2022, but before October 1, 2023
- Municipality must issue refund by January 31, 2024
- **If refund is issued to property owner:**

  BEFORE October 1, 2023:
  - » Municipality requests interest refund from DOA no later than July 1 of each year
  - » Municipality may submit chargeback request to DOR by October 1, 2023
  - » DOR will issue chargeback determination by November 15, 2023
  - » Taxing jurisdictions must reimburse municipality by February 15, 2024

  AFTER October 1, 2023:
  - » Municipality requests interest refund from DOA no later than July 1 of each year
  - » Municipality may submit chargeback request to DOR by October 1, 2024
  - » DOR will issue chargeback determination by November 15, 2024
  - » Taxing jurisdictions must reimburse municipality by February 15, 2025

Note:

- Municipalities that request interest refunds from DOA applies to interest related to manufacturing property assessed under sec. 70.995, Wis. Stats.
- Taxing jurisdictions must reimburse municipalities only for chargebacks approved by DOR. DOR notifies all parties of approved chargeback determinations.

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II

R. O. No. 146 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a communication from Steve Knaus requesting an encroachment for a concrete approach on St. Clair right of way (Old World Creamery, LLC).

Copies

CITY CLERK

April 1, 2022

Encroachment Request

Transmission: hand deliver

City Clerk
Attn: Meredith DeBruin
City Hall
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081

Subject: Encroachment Request
Old World Creamery
1606 Erie Avenue
Sheboygan, Wisconsin

Dear City of Sheboygan Common Council:

Old World Creamery LLC is requesting a concrete encroachment acceptance from the City of Sheboygan Common Council. Old World Creamery is expanding with a building addition. The addition requires that the existing truck scale be relocated. To keep the relocated truck scale within the property boundary, the proposed concrete approach to the truck scale has to be wide enough to allow for the turning radius of the semi tractor and trailer. This creates a concrete encroachment within the St. Clair Avenue right of way, that is shown on the attached exhibit.

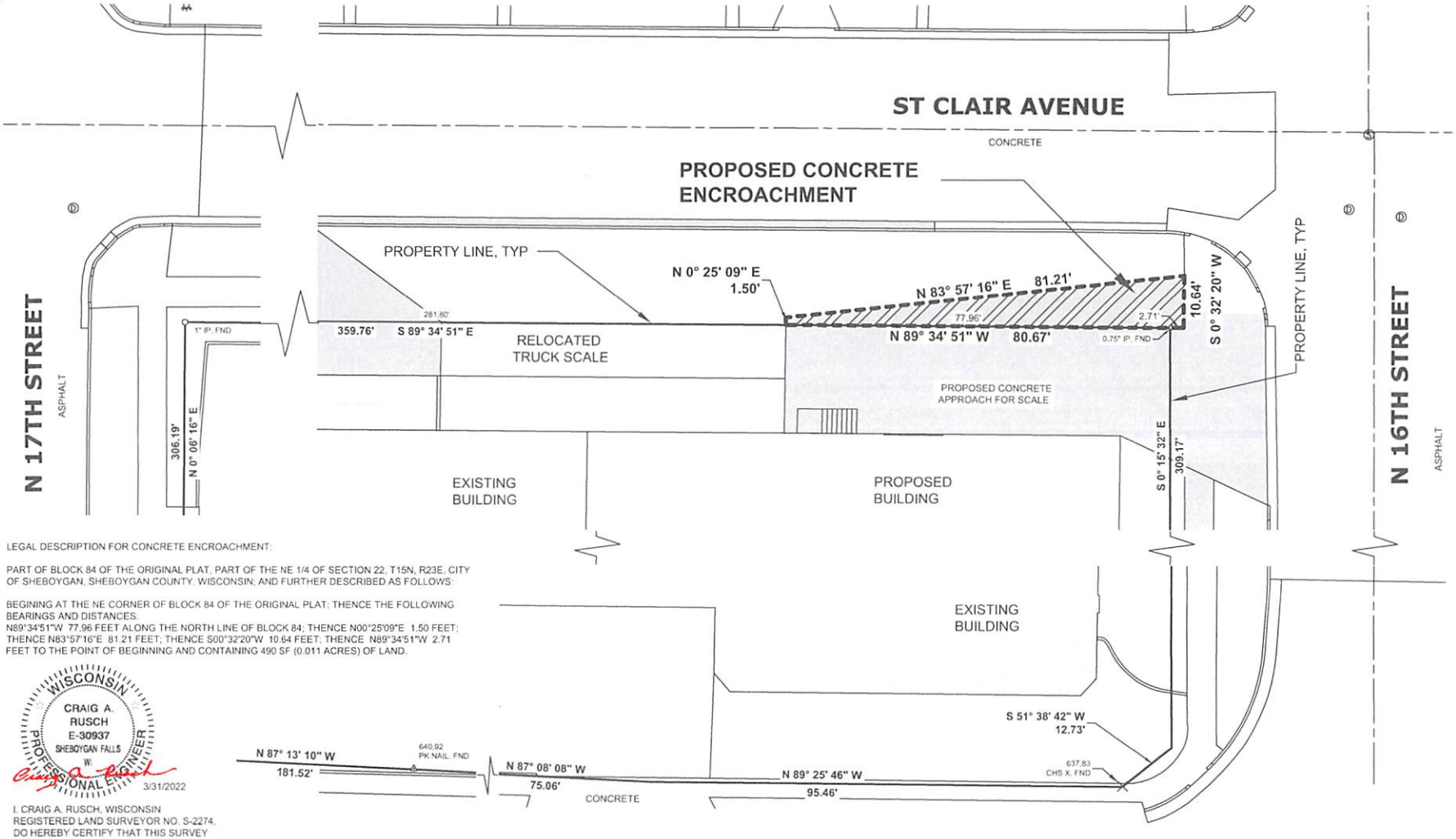
We appreciate your consideration and acceptance.

Respectfully Submitted:

Old World Creamery, LLC

Steve Knaus

Attachment: Concrete Encroachment Exhibit, dated 3/31/22



LEGAL DESCRIPTION FOR CONCRETE ENCROACHMENT:

PART OF BLOCK 84 OF THE ORIGINAL PLAT, PART OF THE NE 1/4 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

BEGINING AT THE NE CORNER OF BLOCK 84 OF THE ORIGINAL PLAT; THENCE THE FOLLOWING BEARINGS AND DISTANCES:
N89°34'51"W 77.96 FEET ALONG THE NORTH LINE OF BLOCK 84; THENCE N00°25'09"E 1.50 FEET; THENCE N83°57'16"E 81.21 FEET; THENCE S00°32'20"W 10.64 FEET; THENCE N89°34'51"W 2.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 490 SF (0.011 ACRES) OF LAND.

WISCONSIN
CRAIG A. RUSCH
E-30937
SHEBOYGAN FALLS
WI
PROFESSIONAL ENGINEER
3/31/2022

I, CRAIG A. RUSCH, WISCONSIN REGISTERED LAND SURVEYOR NO. S-2274, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NORTH

GRAPHIC SCALE
0 20
1 inch = 20 ft.

BEARINGS AND DISTANCES SHOWN ARE REFERENCED TO THE NORTH LINE OF BLOCK 84, WHICH BEARS S89°34'51"E AND BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM.

PARCEL NUMBER: 59281205260
PARCEL OWNER: OLD WORLD CREAMERY LLC
PARCEL ADDRESS: 1606 ERIE AVENUE

OLD WORLD CREAMERY:
ALL OF BLOCK 84 OF THE ORIGINAL PLAT AND THE VACATED EAST - WEST ALLEY WITHIN SAID BLOCK 84; EXCEPT THAT PART DEEDED FOR RIGHT OF WAY IN VOLUME 1440, PAGES 143 TO 144, DOCUMENT NO. 1448324, PART OF THE NE 1/4 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

CONCRETE ENCROACHMENT EXHIBIT

No.	Revision	Date
1	---	---
2	---	---
3	---	---
4	---	---
5	---	---

Wagner EXCAVATING Inc.
3417 PAINE AVENUE SHEBOYGAN, WI 53081
(920) 458-9062

2022 Building Additions
Old World Creamery
1606 Erie Avenue
Sheboygan, Wisconsin

DATE
3/31/22

1

II

R. O. No. 142 - 21 - 22. By FIRE CHIEF. April 18, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2022 and ending March 31, 2022.

	2021 First Quarter	2021 YTD	2022 First Quarter	2022 YTD	2022 Goals
Incident Types					
Fires	14	14	18	18	< 90
Rescue & Emergency Medical Service	1,080	1,080	1,252	1,252	4,900
Non Fires	297	297	366	366	1,400
TOTAL	1,391	1,391	1,636	1,636	6,300
Station Incident Count Per Station					
Station 1	363	363	465	465	1,825
Station 2	300	300	296	296	1,225
Station 3	329	329	417	417	1,500
Station 4	252	252	284	284	1,150
Station 5	141	141	165	165	600
Out of City	6	6	9	9	
Fire Loss					
Number of Incidents	11	11	9	9	
Total Pre Incident Value	$ 12,595,990	$ 12,595,990	$ 2,888,700	$2,888,700	
Total Property Loss	$ 63,550	$ 63,550	$ 106,000	$ 106,000	
Total Content Loss	$ 38,650	$ 38,650	$ 14,750	$ 14,750	
Total Loss	$ 102,200	$ 102,200	$ 120,750	$ 120,750	
Average Loss	$ 9,290	$ 9,290	$ 13,416	$13,416.00	
Workload					
Inspections	94	94	78	78	2,300
School Safety Programs/Students	0/0	0/0	0/0	0/0	3,200
Public Events	11	11	3	3	60
Station Tours	1**	1**	4	4	25
Non-Compliance/ Installed Smoke Alarms	10/13	10/13	1/2	1/2	
Fire Training Hours	1,520	1,520	1,791	1,791	8,000
EMS Training Hours	703	703	398.50	398.50	2,100
Investigations	14	14	18	18	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	79%	79%	82%	82%	90%
Effectiveness					
Resident Satisfaction Rating	97%	97%	N/A	N/A	
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

** Impacted due to COVID restrictions

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

UHPS 2022-2023 Council

FIRE CHIEF

II

R. O. No. 147 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered.

F+P
22-23 Council

CITY CLERK

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

April 5, 2022

City of Sheboygan Common Council
c/o Mr. Todd Wolf, City Administrator
828 Center Avenue
Sheboygan, WI 53081

Via Email

Dear Council Members and Mr. Wolf,

Wisconsin Public Finance Professionals, LLC ("WPFP") is appreciative of the opportunity to have provided municipal advisory services and dissemination agent services to the City of Sheboygan for several years. I, personally, have provided these services to the City for over 30 years. We have shared many experiences together including financing several significant City projects including the construction of the marina, TIF district and business park developments, the City-owned convention center, a new police facility, newly remodeled City Hall, multiple annual CIP borrowings, refinancing of existing debt for savings and restructuring, concrete water reservoir project, various water and sewer utility improvement projects, and multiple successful bond rating applications. I am proud to have been a member of the financing team in the late 70's when the City of Sheboygan successfully issued the State's first Wastewater System Revenue Bonds; and as of this date, I am a member of the financing team assisting the Sheboygan Water Utility with a major historical water intake project. During that time, I have had the pleasure of working with several elected officials and administrative staff and department heads. As recently as in 2022, we assisted the City with preparing and filing various continuing disclosure event notices, preparing and providing monthly debt service payment reminders, and provided documents requested for the new City auditors' verification process.

In addition, as the City and Water Utility's Dissemination Agent, in accordance with the most recent Dissemination Agreement dated December 4, 2019 (attached), WPFP filed the City's annual financial information and notices of material events, required by the Securities and Exchange Commission Rule 15c2-12, on the Municipal Securities Rulemaking Board's website known as "EMMA." Compliance with the filing requirements is very important for bond market access. City officials have entered into undertakings with underwriters of its outstanding Notes and Bonds in the municipal market requiring certain information to be timely filed on an annual basis.

Although I have not been informed by the City, but through market monitoring, was informed of the City's 2022 CIP borrowing which sold in the marketplace in March, for which the City engaged

another firm for its Municipal Advisor services. The Official Statement for the 2022 borrowing also indicates that the City intends to retain that firm for Dissemination Agent Services, along with paying agent services. Therefore, regulations require that I terminate WPFP's role as "Dissemination Agent." The attached agreement requires termination with a 60-day written notice, which is being provided with this writing. Also attached is our final invoice for services performed to date in 2022.

While disappointed that I did not have an opportunity to be considered to serve as the City's Municipal Advisor in 2022, I am grateful and proud of the history of accomplishments we achieved together and look forward to the next opportunity to be considered once again. Thank you for the honor of having served the City for so many years, and very best wishes for continued success.

Respectfully,

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC

Carol Ann Wirth, President

Cc: Meredith DeBruin, City Clerk
Kaitlyn Krueger, Finance Director
Charles Adams, City Attorney
Chad Pelishek, Director of Planning and Development
Joe Trueblood, Sheboygan Water Utility Superintendent

Attachments (2)

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

City of Sheboygan
Sheboygan County, Wisconsin
Continuing Disclosure Annual Report Requirement

Dissemination Agent Agreement

The City of Sheboygan, Sheboygan County, Wisconsin ("City") has executed Continuing Disclosure Certificates in connection with the issuance of General Obligation Notes, Note Anticipation Notes, General Obligation Bonds, and Water Utility Revenue Bonds collectively called the "Securities." In the Continuing Disclosure Certificates, the City has covenanted and agreed to provide continuing disclosure of certain financial information and operating data, and, timely notices of the occurrence of certain events (the "Annual Report") by filing such information with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

This document will serve as the Dissemination Agent Agreement ("Agreement") between Wisconsin Public Finance Professionals, LLC ("WPFP") and the City, for the timely filing of the City's Annual Report and notices of certain Listed Events, for which WPFP will serve as "Dissemination Agent" effective the date of execution (the "Effective Date").

General Obligation Notes, Note Anticipation Notes and General Obligation Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

		Maturity
1.	$6,630,000 G.O. Corp Purpose Bonds Series 2019A dated 7-29-19	12-01-34
2.	$4,225,000 G.O. Comm Develop Bonds Series 2019B dated 7-29-19	12-01-38
3.	$2,960,000 Taxable G.O. Ref Bonds Series 2019C dated 7-29-19	4-01-27
4.	$5,015,000 G.O. Refunding Bonds dated 12-05-18	12-01-38
5.	$3,800,000 Taxable G.O. Refunding Bonds dated 12-05-18	12-01-38
6.	$6,335,000 G.O. Promissory Notes dated 7-02-18	12-01-27
7.	$10,490,000 Note Anticipation Notes dated 7-02-18	6-01-23
8.	$5,000,000 G.O. Promissory Notes Series 2017A dated 5-15-17	4-01-27
9.	$3,400,000 G.O. Promissory Notes Series 2016A dated 4-20-16	10-01-25
10.	$7,525,000 Taxable G.O. Prom Notes Series 2016B dated 4-20-16	10-01-25
11.	$2,720,000 G.O. Refunding Bonds Series 2016C dated 8-25-16	10-01-22
12.	$4,310,000 G.O. Promissory Notes dated 8-04-15	10-01-24
13.	$2,045,000 G.O. Prom Notes Series 2010A dated 6-23-10	4-01-20
14.	$8,000,000 G.O. Corp Purpose Bonds Series 2007B dated 9-01-07	10-01-26

The content of the Annual Report for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

1. General Obligation Debt Service Schedule
2. Revenue Debt Service Schedule (Other Debt)
3. Debt Limit (Unused Debt Margin)
4. History of Tax Collections (Tax Levies and Collections)
5. Property Valuations and Tax Levies (Current Property Valuations)
6. Budget Summary

Under the requirements of the Continuing Disclosure Certificates for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each General Obligation Note, Note Anticipation Note and General Obligation Bond issued.

Water Utility Revenue Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following Water Utility Revenue Bonds:

	Maturity
1. $4,705,000 Water Utility Revenue Bonds Series 2018 dated 3-01-18	5-01-33
2. $2,115,000 Water Utility Revenue Bonds Series 2016 dated 4-20-16	5-01-25
3. $3,000,000 Water Utility Revenue Bonds Series 2013 dated 5-01-13	5-01-33

The content of the Annual Report for the Water Utility Revenue Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the Water Utility Revenue Bonds:

1. General Obligation Debt Service Schedule
2. Other Revenue Debt Service Schedule
3. Debt Limit (Unused Debt Margin)
4. Budget Summary – General Fund
5. History of Tax Collections
6. Property Valuations and Tax Levies
7. Water Utility Budget
8. Ten Largest Water Customers
9. Water Rates
10. Table of Utility Customers, Water Sales and Revenues
11. Water Utility Revenue Debt Service Schedule
12. Revenue Debt Service Requirements and Coverages

Under the requirements of the Continuing Disclosure Certificates for the Water Utility Revenue Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each Water Utility Revenue Bond issued.

Scope of Services

WPFP shall rely upon and prepare the Annual Report based on the information supplied by the City and the Sheboygan Water Utility Commission ("Commission"). The City and the Commission agrees to provide information promptly to WPFP to make the filing in a timely fashion. WPFP shall file the Annual Report upon the City's and/or Commission's review and approval. WPFP is not responsible for certifying as to the accuracy of such information or documents.

The Annual Report may be submitted as a single document or as separate documents comprising a package. Any or all of the items may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entitles, which are available to the public on the EMMA website or filed with the Securities and Exchange Commission.

The Audited Financial Statements may be submitted separately from the balance of the Annual Report. The City and the Commission will provide WPFP promptly with the Audited Financial Statements, as soon as the document becomes available, in word-searchable pdf format.

WPFP shall provide the City and the Commission with an electronic copy of the Annual Report and any notices filed on EMMA, along with confirmations of their filing.

Listed Events

The City is required to give timely notice, **not in excess of ten business days after the occurrence,** of any of the following events with respect to the Securities ("Listed Events") by filing a notice with the MSRB. When a Listed Event occurs, the City and/or Commission shall promptly notify WPFP of such occurrence. A notice shall be prepared by WPFP, approved by the City and/or Commission, and filed by WPFP with the MSRB through the EMMA System in a timely manner within ten business days after the occurrence of the Listed Event.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;
7. Modification to rights of holders of the Securities, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation* of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City, any of which reflect financial difficulties.

For the purposes of the event identified in 12. above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

*The term "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a Final Official Statement has been provided to the MSRB consistent with the Rule.

Compensation

The City and Commission agrees to pay WPFP an annual fee of $750 for the City's portion and $450 for the Commission's portion of services performed under this Dissemination Agent Agreement. The fee will be payable upon completion of the filing of the respective fiscal year's Annual Report.

Term of This Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2024. This Agreement may be terminated, with or without cause by either party upon the giving of at least sixty (60) day's written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WPFP and no other person. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Limitation of Liability

The City agrees to provide WPFP with information relating to the City and other matters considered appropriate to perform WPFP's duties under this Agreement. The Commission agrees to provide WPFP with information relating to the Water Utility and other matters considered appropriate to perform WPFP's duties under this Agreement. The City and the Commission acknowledge that WPFP is entitled to rely on the accuracy and completeness of all information provided by the City and the Commission on its behalf. To the extent permitted by law, the City shall indemnify, defend and hold WPFP and its employees harmless from and against any losses, claims, damages and liabilities that arise from or relate to this Agreement, except to the extent such are judicially determined to be the result of WPFP's willful misconduct.

The City acknowledges that the City is responsible for the contents of the Annual Reports, and is subject to, and may be held liability under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has the full legal authority to execute this Agreement on behalf of the City and the Commission.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

By Darrell Hoffland
Title City Administrator
Date December 4, 2019

SHEBOYGAN WATER UTILITY COMMISSION

By _____
Title _____
Date _____

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WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

By _____

Title _____

Date _____

SHEBOYGAN WATER UTILITY COMMISSION

By _____

Title SUPERINTENDENT

Date 12/4/19

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014
Federal Tax ID Number 26-2856945

To: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Attn: Todd Wolf, City Administrator
Kaitlyn Krueger, Finance Director

FINAL INVOICE

Invoice Date: April 5, 2022

Re: Continuing Disclosure Material Event Notices Preparation and Filing

Services and Disbursements:

Event Filing – Financial Obligation (HUD Loan Guarantee Assistance) filed February 15, 2022
Failure to File Notice – Equity Lease Agreement (Enterprise FM Trust) filed February 15, 2022
Event Filing – Financial Obligation Equity Lease Agreement (Enterprise) filed February 15, 2022
Event Filing – Financial Obligation – Lease Purchase Agreement (Bell Bank) filed March 21, 2022

Total Due: $750 Dissemination Agent Agreement dated December 4, 2019

If paying by check, please remit payment to:

****PLEASE NOTE NEW ADDRESS****
Wisconsin Public Finance Professionals, LLC
Attn: Carol Ann Wirth
155 South Executive Drive, Suite 211
Brookfield, WI 53005

If paying by wire:

Bank	Associated Bank, N.A. 200 N. Adams Street Green Bay, WI 54301
A.B.A.#:	075900575
Account Name:	Wisconsin Public Finance Professionals, LLC Account #2914885211

Questions, please contact:

Carol Ann Wirth cawirth@wipublicfinance.com (414) 434-9644

Thank you for the opportunity to be of service.

VI

R. C. No. 278 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P 2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 133 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works.

F+P

CITY CLERK

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,
SHEBOYGAN COUNTY

CLERK CIRCUIT COURT
FILED
2022 MAR -4 P 1:20
SHEBOYGAN COUNTY
WISCONSIN

Hon. Daniel J. Borowski

The plaintiff is the person bringing the law suit.

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Plaintiff:
PETER WILLIAM REICHELSDORFER
First name Middle name Last name
1424 CASTLE AVENUE
Address
Address
SHEBOYGAN, WISCONSIN 53081
City State Zip

☐ See attached for additional plaintiffs.

-vs-

If this is an Amended Complaint, check the box
Enter the case number given you by the Clerk.

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

For more than two defendants, check the "*additional defendants*" box and attach another sheet with their names and addresses.

To: Defendant(s):
CITY OF SHEBOYGAN DEPT. PUBLIC WORK
First name Middle name Last name
CITY HALL
Address
828 CENTER AVENUE SUIT 210
Address
SHEBOYGA, WISCONSIN 53081
City State Zip

☐ See attached for additional defendants.

☐ Amended

Summons and Complaint (Small Claims)

Case No. 22SC0293

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

☒ Claim for money ($10,000 or less)	31001
☐ Tort/Personal injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☐ You must appear at the time and place stated.

☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer

Date	Time
MAR 28 2022	08:30 AM

Place to Appear/File an Answer
SHEBOYGAN COUNTY COURTHOUSE
B-10 Lower Level
615 North 6 Street
Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature
Melody Jorge

Date Summons Issued
MAR 04 2022

Date Summons Mailed

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See *Basic Guide to Wisconsin Small Claims Actions* (SC-6000V).

1. Plaintiff demands judgment for: *(Check as appropriate)*
   - ☐ Claim for Money $_____
   - ☐ Tort/Personal Injury $_____
   - ☐ Return of property (replevin) *(Describe property in 2 below.)*
     (Not to include Wis. Stats. 425.205 actions to recover collateral.)
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award.

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the *amount of money damages* cannot yet be determined.

2. Brief statement of dates and facts:

   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

   CHRONOLOGY OF CLAIM

If you need more room, check this box and attach additional sheets.

☑ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Check if you are the plaintiff or the attorney.

I am the ☑ plaintiff.
☐ attorney for the plaintiff.

Enter your or your attorney's name and date.

Print or type your name. Enter your or your attorney's phone number.

An attorney must enter his or her State Bar Number, law firm and address.

► _____ Plaintiff	_____ Attorney's Signature
PETER WILLIAM REICHELSDORFER Name Printed or Typed	Attorney's Name Printed or Typed
1424 CASTLE AVENUE Address	Attorney's Address
SHEBOYGAN, WI 53081 Email Address	Attorney's Email Address Telephone Number
AVKTOS1@OUTLOOK.COM Telephone Number 920-316-2119 Date MAR 4 2022	Date State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

22SC 029

Description of Tree Claim - (form- page 2, item 2)

Chronology

August 6, 2021-during weather event (rain), at 1424 Castle Avenue, a branch from City owned tree fell on vehicle. Initial telephone contact with DPW reported no damage. Branch removed overnight. Inspection on August 7 revealed damage. August 9, claim filed. September 8, claim denial without explanation letter received.

September 10-15, phone conversations with Alder— facts provided 1) denial attributed to Act of God. 2) The tree is on DPW list for removal. Alder scheduled item for inclusion on Common Council agenda for September 20 meeting. I registered with the City Clerk to speak at the meeting. I was never called to speak. Council denied the item.

Following the September 20 meeting, I made arrangements, at his request, to speak with the City Engineer. The City Attorney interrupted and forbade me to talk to City Officials, but only contact him. Followed up with two letters to City Attorney. I Indicated intention to file suit. i Requested permission to talk to Alder, never received reply. Have had no communication with any city official including my alder since.

Peter W Reichelsdorfer

March 4, 2022

SHEBOYGAN COUNTY

Susan M. Schaubel
Sheboygan County Assistant Court Commissioner

May 1, 2021

To all litigants,

PLEASE NOTE: WHILE SOME CIVIL PROCEEDINGS ARE GOING FORWARD IN PERSON, SMALL CLAIMS INTIAL APPEARANCES (OR RETURN DATES) ON MONDAY MORNINGS AT 8:30 ARE NOT BEING HELD IN PERSON AT THIS TIME. THIS ORDER IS IN EFFECT INDEFINITELY. DO NOT COME TO THE COURTHOUSE FOR SMALL CLAIMS INITIAL APPEARANCES (RETURN DATES) ON MONDAY MORNINGS.

THESE SPECIFIC LOCAL INSTRUCTIONS OVERIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW THE INSTRUCTIONS BELOW ONLY.

Small claims initial appearances will go forward as outlined below. The courts are in the process of amending the procedures for Small Claims court and any changes to the rules will be sent to all litigants.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING WITHOUT SPECIFIC ORDERS TO DO SO!

If you have a scheduled **INITIAL APPEARANCE** and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.

- You are a **DEFENDANT**, you may answer one of two ways:

  - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.

  - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be

Telephone (920) 459-3898
Facsimile (920) 459-0544

Courthouse
615 North 6th Street
Sheboygan, WI 53081

www.co.sheboygan.wi.us

Enter the name of the county in which you are filing this case.	**STATE OF WISCONSIN, CIRCUIT COURT,** **SHEBOYGAN** **COUNTY**
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): First name Middle name Last name
Enter the Plaintiff's address.	Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address City State Zip ☐ **See attached** for additional plaintiffs.
Enter the case number from the summons and complaint.	-VS-
Enter your name. You are the Defendant.	Defendant(s): First name Middle name Last name
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address Address City State Zip ☐ **See attached** for additional defendants.

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	☐ 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law. **-OR-**
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	☐ 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: ☐ **See attached** for additional information. _____ _____
Check the box if you need more room and attach any additional pages. See *Pre-Judgment: Basic Steps to Small Claims Service* (SC-6050V).	

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.	☐ I/We do not have a counterclaim/demand against the plaintiff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.	☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for $ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.
Briefly explain why the court should award you what you are asking for. If you are seeking to recover damages of more than $5,000 for your tort or personal injury counterclaim, or more than $10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed. **NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.	_____ _____
If you need more room, check the box and attach any additional pages to this Counterclaim. **Follow local rules for filing and serving.**	**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.	▶ _____ Defendant's Signature	▶ _____ Attorney's Signature
	_____ Name Printed or Typed	_____ Name Printed or Typed
	_____ Address	_____ Law Firm and Address
If an attorney is completing this form, enter your information.	_____ Email Address	_____ Email Address Telephone Number
	_____ Telephone Number Date	_____ Date State Bar No. (if any)

VI

R. C. No. 277 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5/10

R. C. No. 325 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 109 - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

_____
CITY CLERK

F+P
12-14-20
Held

Item 25.

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2020CV000426
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server Pat
Date 12/4/20 Time 4:17 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2020CV000426 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 62e1ac

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 1, 2020

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2020 value of the Property was set by the City Assessor's office at $17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from $17,423,900 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County
City of Sheboygan		Sheboygan
Requestor's name		Agent name *(if applicable)* *
Wal-Mart Stores Inc.		Christopher L. Strohbehn / Russell J. Karnes
Requestor's mailing address		Agent's mailing address
P.O. Box 8050 Bentonville, AR 72712		Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835	☒ Land Line ☐ Cell Phone	Agent's telephone number (414) 271 - 1440	☒ Land Line ☐ Cell Phone
Requestor's email address		Agent's email address
Brandon.Caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com

Property address	
3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number	
59281-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
06 - 02 - 2020	06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

10/14/2020
Date

☒ Taxpayer advised 10-16-2020
Date

PLAINTIFF'S EXHIBIT A

PA-813 (R. 10-16)

Wisconsin Department of Revenue

VI

R. C. No. 276 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 32-21-22 by City Clerk submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 32 - 21 - 22. By CITY CLERK. June 21, 2021.

Submitting a Summons and Complaint in the matter of Link Media Wisconsin, LLC v. City of Sheboygan.

_____
CITY CLERK

FAP

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT BRANCH __ SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

Process Server _____
Date: 6/9/21 Time: 12:15 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case No. 21 CV _____

Case Code: 30701
Declaratory Judgment

JUN 9 '21

SUMMONS

THE STATE OF WISCONSIN, TO THE DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Courthouse, 615 N. 6th St., Sheboygan, Wisconsin 53081-4692 and to the plaintiff's attorney,



Kraig A. Byron, whose address is 10 East Doty Street, Suite 900, Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron
By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT BRANCH __ SHEBOYGAN COUNTY

LINK MEDIA WISCONSIN, LLC
d/b/a Link Media Outdoor
200 Mansell Ct. East
Bldg. 200 Suite 360
Roswell, GA 30076,

Plaintiff,

-v-

CITY OF SHEBOYGAN
Sheboygan City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081,

Defendant.

Case No. 21 CV _____

Case Code: 30701
Declaratory Judgment

COMPLAINT

COMES NOW the Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor ("Link"), by its attorneys, von Briesen & Roper, s.c., by Attorney Kraig A. Byron, and as and for their Complaint against the Defendant, City of Sheboygan, alleges as follows:

PARTIES AND NATURE OF ACTION

1. Plaintiff, Link Media Wisconsin, LLC, d/b/a Link Media Outdoor, is a domestic limited liability company, with its home office and principal place of business located at 200 Mansell Ct. East, Bldg. 200 Suite 360, Roswell, GA 30076, and a local office located at 1258 Russet Court, Green Bay, WI 54313.

2. Defendant, City of Sheboygan ("City"), is on information and belief, a municipal governmental corporation, with its central governmental offices located at Sheboygan City Hall, 828 Center Avenue, Suite 300, Sheboygan, WI 53081.

3. This action is brought under Wis. Stat. § 806.04 for a declaration of rights and interests under Wis. Stat. § 84.30.

GENERAL ALLEGATIONS

4. Plaintiff re-alleges and incorporates herein as if fully stated all of the allegations contained in Paragraphs 1 through 3 above.

5. Wis. Stat. § 84.30 was enacted by the Wisconsin legislature, stating as its purpose; "to promote the safety, convenience and enjoyment of public travel, to preserve the natural beauty of Wisconsin, to aid in the free flow of interstate commerce, to protect the public investment in highways, and to conform to the expressed intent of congress to control the erection and maintenance of outdoor advertising signs, displays and devices adjacent to the national system of interstate and defense highways, it is hereby declared to be necessary in the public interest to control the erection and maintenance of billboards and other outdoor advertising devices adjacent to said system of interstate and federal-aid primary highways and the Great River Road."

6. Plaintiffs own and operate outdoor advertising structures, also known as billboards, and under Wis. Stat. § 84.30, generally referred to as "signs."

7. Plaintiffs sell advertising space on their signs for valuable consideration.

8. Link's legal relations are affected by Wis. Stat. § 84.30.

9. Link is entitled to have determined questions of construction arising under Wis. Stat. § 84.30 and to obtain a declaration of rights, status or other legal relations thereunder.

10. Link requests that the Court construe Wis. Stat. § 84.30 and to declare Link's rights under the statute.

11. There is a controversy between Link and the City with regard to the construction and application of Wis. Stat. § 84.30(4), as that provision relates to the regulation of the subject sign structure.

12. The City disagrees with Link's interpretation and construction of Wis. Stat. § 84.30.

13. There is a dispute between Link and the City as to whether the City has the authority to regulate permitted signs located in "business areas" as that term is defined in Wis. Stat. § 84.30(2)(b).

14. Link has a legally protectable interest in installing and maintaining sign structures located in "business areas" without having to contend with unfounded claims of local regulatory authority over sign structures located in such areas.

15. The manner in which Link's sign structures located in "business areas" are regulated by local zoning authorities presents an ongoing controverted issue that will continue until decided with certainty by a court of competent jurisdiction.

16. Link Media Wisconsin, LLC does business in Sheboygan County, Wisconsin by entering into lease agreements for property located in Sheboygan County, selling advertising space on signs located in Sheboygan County, and by direct contact with its landlords and advertising customers located in Sheboygan County, Wisconsin.

17. Among Link's signs located in Sheboygan County is a billboard located adjacent to the Hyundai dealership at 5525 Racetrack Rd in the City of Sheboygan ("subject sign" or "subject sign structure").

18. The subject sign structure was erected and is maintained pursuant to a state permit issued by the State of Wisconsin, Department of Transportation.

19. As a permitted sign structure under state law, Link is permitted to make changes to the subject sign, such as increasing the height of the sign above ground level ("HAGL") and installing digital display panels on the sign.

20. Plaintiffs' signs are essential to the continued viability of their business model.

21. Plaintiffs have a pecuniary interest in maintaining the existence and visibility of their signs.

22. The sightlines to the subject sign have become partially obstructed by an on-premise advertising sign for the Hyundai dealership.

23. Before the Wisconsin Department of Transportation ("WisDOT") will allow Link and similarly situated sign owners to make changes to permitted signs, it generally requires sign owners to secure the approval of local zoning authorities.

24. In the case of the subject sign, WisDOT informed Link on June 2, 2021 that "Link Media Outdoor has the Department's unqualified approval to make these changes to the sign structure."

25. The changes approved by WisDOT are the elevation of the HAGL of the subject sign structure and the installation of digital display panels on the subject sign structure.

26. On information and belief, WisDOT did not require local approval of the requested revisions and granted Link unqualified State approval to make the requested revisions to the subject sign structure because the structure is located within a "business area."

27. On information and belief, WisDOT would have required local approval as a condition of State approval to make the requested revisions had the subject sign structure not been located within a "business area."

28. The City of Sheboygan has classified the subject sign structure as "nonconforming" under its local ordinances.

29. Link requested permission from the City of Sheboygan to raise the HAGL of the subject sign structure to improve the sightlines to the sign's advertising faces.

30. The City refused to permit Link to raise the HAGL of the subject sign structure.

31. On information and belief, the City's position is that raising the HAGL on a nonconforming sign structure would render the subject sign structure illegal under its local ordinance.

32. On information and belief, if Link raises the HAGL of the subject sign structure and/or installs digital display panels on the sign structure the City will seek removal of the sign structure based on alleged unlawful changes to a sign structure nonconforming under the City's ordinances.

33. There is an ongoing dispute between the parties as to whether the City of Sheboygan has the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

FIRST CLAIM – DECLARATORY JUDGMENT THE CITY HAS NO REGULATORY AUTHORITY OVER THE SIGN

34. Plaintiffs re-allege and incorporate herein as if fully stated all of the allegations contained in Paragraphs 1 through 33 above.

35. Wis. Stat. § 84.30(2)(b) defines "business area" as follows:

> *"Business area" means any part of an adjacent area which is zoned for business, industrial or commercial activities under the authority of the laws of this state; or not zoned, but which constitutes an unzone commercial or industrial area as defined in par. (k). In adjacent areas along the interstate system business areas shall be limited to commercial or industrial zones within the boundaries of incorporated municipalities, as those boundaries existed on September 1, 1959, and all other areas where the land-use as of September 1, 1959, was clearly established by state law as industrial or commercial.*

36. Wis. Stat. Sec. 84.30(2)(a) defines the "adjacent areas" as follows:

> *"Adjacent area" means an area which is adjacent to and within 660 feet of the nearest edge of the right-of-way of any interstate or primary highway or the Great River Road, which 660 feet distance shall be measured horizontally along a line normal or perpendicular to the center line of the highway.*

37. The subject sign structure is located within a "business area."

38. Wis. Stat. § 84.30(4) establishes those criteria applicable to signs located within business areas. It provides, in relevant part;

> *The department shall effectively control or cause to be controlled, the erection and maintenance of outdoor advertising signs, displays and devices that are erected subsequent to March 18, 1972 in all business areas. Whenever a bona fide county or local zoning authority has made a determination of customary use, as to size, lighting and spacing such determination may be accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority. In all other business areas, the criteria set forth below shall apply: (State criteria omitted).*

39. In order to be considered a bona fide county or local zoning authority which has made a determination of customary use as to size, lighting and spacing, the zoning ordinance of the local zoning authority must be certified by WisDOT under Trans 201.20, Wis. Admin. Code.

40. Trans 201.20(3) provides:

> *"Local certification" means the department's acceptance, under s. 84.30 (4) (intro.), Stats., of a local zoning authority's determination of customary use as to the size, lighting and spacing of outdoor advertising signs in the zoned commercial or industrial areas of the locality.*

41. On information and belief, WisDOT refers to those "bona fide county or local zoning authority' whose "determination of customary use, as to size, lighting and spacing" has been "accepted in lieu of controls by agreement in the zoned commercial and industrial areas within the geographical jurisdiction of such authority" as "Certified Cities."

42. Attached hereto as Exhibit A is a copy of a list of "Certified Cities" received by Plaintiff from WisDOT on November 20, 2020.

43. By email exchange on May 25, 2021, Vicki Harkins, Outdoor Advertising Program Lead, Bureau of Highway Maintenance, Division of Transportation Systems Development, Wisconsin Dept. of Transportation, confirmed that no changes had been made to WisDOT's Certified City List since November 20, 2020 and that the Department was not in receipt of any pending applications to have a local ordinance certified. A copy of said email exchange is attached hereto as Exhibit B.

44. The City of Sheboygan does not appear on WisDOT's Certified City List.

45. Wis. Stat. § 84.30(4) mandates that in all "business areas" not located within certified cities, the criteria set forth in Wis. Stat. § 84.30(4) control outdoor advertising sign size, spacing and lighting.

46. Unless a local zoning ordinance is certified by WisDOT under Trans 201.20, Wis. Admin. Code, the local zoning authority cannot impose restrictions on signs located in "business areas" more restrictive than the sign criteria set forth in Wis. Stat. Sec. 84.30(4).

47. Trans 201.20(5)(b), Wis. Admin. Code is the only Wisconsin legal authority providing that a local zoning ordinance may impose more restrictive size, spacing and lighting controls than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

48. Trans 201.20(5)(b), Wis. Admin. Code applies only to certified local zoning ordinances.

49. Trans 201.20(5)(b), Wis. Admin. Code does not apply to local ordinances that have not been certified by WisDOT under Wis. Stat. § Wis. Stat. 84.30(4) and Trans 201.20(3), Wis. Admin. Code.

50. The City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

51. The City of Sheboygan has no authority to regulate outdoor advertising signs located in "business areas" as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

52. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls in "business areas" than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

53. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate outdoor advertising signs located in "business areas" as that term is defined in Wis. Stat. Sec. 84.30(2)(b).

54. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan does not have the legal authority to impose more restrictive size, spacing and lighting controls on the subject sign structure than those required by the agreement between WisDOT and the Secretary of Transportation of the United States.

55. Plaintiff is entitled to a judgment under Wis. Stat. § 806.04 declaring that the City of Sheboygan has no authority to regulate the subject sign structure.

WHEREFORE, Plaintiff respectfully requests that the Court enter Judgment as follows:

A. For a finding that a justiciable controversy exists which satisfies the conditions for declaratory relief under Wis. Stat. § 806.04;

B. For a judgment under Wis. Stat. § 806.04 entering the declaratory relief requested herein.

C. For an Order awarding to Plaintiff all allowable costs, disbursements and attorney's fees; and,

D. Any other remedies the Court deems just and equitable.

Dated this 4th day of June, 2021.

VON BRIESEN & ROPER, S.C.

Electronically signed by Kraig A. Byron
By: Kraig A. Byron
State Bar No. 01020236
Attorneys for Plaintiff

von Briesen & Roper, s.c.
10 East Doty Street, Suite 900
Madison, WI 53703
(608) 661-3981
(608) 316-3184 (fax)
kbyron@vonbriesen.com

MUNICIPALITY	DISTRICT	COUNTY	CERT DATE	DE-CERT DATE
Village of Bayside	2	Milwaukee	4/30/1973	
City of Beloit	1	Rock	4/5/1973	
Village of Brown Deer	2	Milwaukee	4/30/1973	
Village ov Chenequa	2	Waukesha	8/20/1973	
Village of Elm Grove	2	Waukesha	8/20/1973	
City of Fond du Lac	3	Fond du Lac	11/12/1975	
Village of Fox Point	2	Milwaukee	6/5/1973	
City of Franklin	2	Milwaukee	6/5/1973	
City of Glendale	2	Milwaukee	6/5/1973	
Village of Greenfield	2	Milwaukee	6/5/1973	
City of Greenfield	2	Milwaukee	8/25/1975	
Village of Hales Corners	2	Milwaukee	6/5/1973	
City of Janesville	1	Rock	3/2/1973	6/5/1984
Village of Lake Delton	1	Sauk	6/13/1977	
City of Madison	1	Dane	2/23/1973	
City of Milwaukee	2	Milwaukee	12/5/1974	
Village of Nashotah	2	Waukesha	8/23/1973	
City of New Berlin	2	Waukesha	8/20/1973	
City of New Holstein	3	Calumet	3/2/1973	
City of Oak Creek	2	Milwaukee	4/6/1973	
City of Platteville	1	Grant	8/17/1973	
City of Richland Center	5	Richland	8/21/1973	12/17/1974
Village of Suring	3	Oconto	8/27/1975	
City of Tomah	5	Monroe	8/22/1973	7/5/1990
City of Viroqua	5	Vernon	4/14/1975	
City of West Allis	2	Milwaukee	8/29/1975	

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Tuesday, May 25, 2021 11:08 AM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,
I hope all is well with you too. We have not made any additions or deletions to the list of certified cities.

We also do not have any pending applications.

Thanks,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588

From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Tuesday, May 25, 2021 10:42 AM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Melissa J. Johnson <mjohnson@vonbriesen.com>
Subject: RE: City of Sheboygan

Vicki,

I hope you are well and starting to resume some sense of normalcy. On November 20, 2020, you provided me with the Department's Certified City List. Have there been any changes to the list since that time? Also, are there any pending applications to have a local ordinance certified?

Thank you very much.

Best regards,

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

From: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Sent: Monday, November 23, 2020 2:56 PM
To: Kraig A. Byron <kbyron@vonbriesen.com>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>; Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: [EXTERNAL] RE: City of Sheboygan

Hi Kraig,

I hope all is well with you. Here is the certified city list.

Thank you,
Vicki

Vicki Harkins
Outdoor Advertising Program Lead
Bureau of Highway Maintenance
Division of Transportation Systems Development
Wisconsin Dept. of Transportation
Vicki.harkins@dot.wi.gov
Office: 608-266-3611
Cell: 608-512-3588

From: Kraig A. Byron <kbyron@vonbriesen.com>
Sent: Monday, November 23, 2020 12:43 PM
To: Harkins, Vicki M - DOT <Vicki.Harkins@dot.wi.gov>
Cc: Thomas S. Hornig <thornig@vonbriesen.com>; Melissa J. Johnson <mjohnson@vonbriesen.com>; Culbert, Anthony - DOT <Anthony.Culbert@dot.wi.gov>
Subject: RE: City of Sheboygan

Dear Vicki,

I hope you are well. Per the below email exchange with Tony, please provide me with a complete list of "certified cities" under Wis. Stat. Sec. 84.30(4). I specifically asked Tony about the City of Sheboygan, but I have questions regarding other local zoning authorities as well and do not want to continue to pester you with inquiries.

Thank you very much.

Kraig A. Byron |
Direct: 608-661-3981 | kbyron@vonbriesen.com

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Link Media Wisconsin, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000211
Class Code: Declaratory Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 300
SHEBOYGAN CITY HALL
SHEBOYGAN WI 53081

Case number 2021CV000211 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 616225

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: June 7, 2021

VI

R. C. No. 275 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4 G

R. O. No. 68 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

_____

CITY CLERK

F+P

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000309
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Process Server
Date: 8/9/21 Time: 1:26 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2021CV000309 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 580d43

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 5, 2021

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 21-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: _____

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 21-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust ("Walmart"), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2021 value with respect to the parcel of real property in the City known as parcel #59281479120 ("the Property"), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2021, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716.

Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2021 value of the Property was set by the City Assessor's office at $17,685,500.

6. Walmart timely filed an objection to the 2021 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2021 was no higher than $6,250,000.

10. The 2021 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2021 was excessive.

11. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2021 was no higher than $6,250,000.

14. Upon information and belief, the 2021 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2021 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2021 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2021 value of the Property from $17,685,500 to $6,250,000, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2021 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: _____

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality	County
City of Sheboygan	Sheboygan
Requestor's name: Wal-Mart Stores, Inc.	Agent name (if applicable)*: Christopher L. Strohbehn / Russell J. Karnes
Requestor's mailing address: P.O. Box 8050, Bentonville, AR 72712	Agent's mailing address: Gimbel, Reilly, Guerin & Brown, LLP, 330 E. Kilbourn Ave., #1170, Milwaukee, WI 53202
Requestor's telephone number: (479) 204 - 3835 ☒ Land Line ☐ Cell Phone	Agent's telephone number: (414) 271 - 1440 ☒ Land Line ☐ Cell Phone
Requestor's email address: brandon.caplena@walmart.com	Agent's email address: cstrohbehn@grgblaw.com / rkarnes@grgblaw.com

Property address: 3711 S. Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number: 59281-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing: $ 17,685,500	
Property owner's opinion of value: $ 6,250,000	
Basis for request: 2020 matter is currently pending in Circuit Court.	
Date Notice of Intent to Appear at BOR was given: 06 - 03 - 2021	Date Objection Form was completed and submitted: 06 - 03 - 2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing An action under sec. 74.37(3)(d), Wis Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

PLAINTIFF'S EXHIBIT A

6/8/2021
Date

☒ Taxpayer advised 6-10-2021 Date Sent via mail

VI

R. C. No. 274 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 79 - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan.

F+P

CITY CLERK

FILED
08-06-2021
Sheboygan County
Clerk of Circuit Court
2021CV000312
Honorable Daniel J Borowski
Branch 5

Item 28.

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Washington School Apartments, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000312
Class Code: Money Judgment

PROCESS SERVER
TIME 1:15 AM/PM DATE 8/30/21
( ) PERSONAL ( ) SUBSTITUTE
( ) POSTED (X) CORPORATE

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

AUG 30 '21 PM 1:24

Case number 2021CV000312 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0cc5fc

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 9, 2021

FILED
08-06-2021
Sheboygan County
Clerk of Circuit Court
2021CV000312
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WASHINGTON SCHOOL APARTMENTS, LLC
A Wisconsin Limited Liability Company,
200 North Main Street,
Oregon, WI 53575,

Plaintiff,

vs.

Case No.:
Case Code No.: 30301

CITY OF SHEBOYGAN,
A Municipal Corporation,
828 Center Avenue,
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is, Sheboygan County Clerk of Circuit Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081 and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

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

Dated this 6th day of August 2021.

ROGAHN JONES LLC
Attorneys for:
Washington School Apartments, LLC
Electronically Signed By Michael Kozicz

/s/ *Michael Kozicz*

Michael S. Kozicz
WI State Bar ID No. 1094652
mkozicz@rogahnjones.com

P.O. Address:
ROGAHN JONES LLC
N16W23233 Stone Ridge Drive, Suite 270
Waukesha, WI 53188
(262) 226-9554

FILED
08-06-2021
Sheboygan County
Clerk of Circuit Court
2021CV000312
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WASHINGTON SCHOOL APARTMENTS, LLC
A Wisconsin Limited Liability Company,
200 North Main Street,
Oregon, WI 53575

Plaintiff,

vs.

Case No.:
Case Code No.: 30301

CITY OF SHEBOYGAN,
A Municipal Corporation,
828 Center Avenue,
Sheboygan, WI 53081,

Defendant.

EXCESSIVE ASSESSMENT COMPLAINT

Washington School Apartments, LLC (hereinafter "Washington"), by its attorneys, Rogahn Jones LLC, as its excessive assessment complaint against the City of Sheboygan (hereinafter "City") alleges as follows:

1. This action is brought pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. § 74.37(3)(d) against the City for a correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Washington by the City for the year 2021, plus statutory interest, with respect to a parcel of real property in the City (hereinafter "the Property").

2. Washington is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 1238 Geele Avenue within the City, and is identified in the City records as Tax Parcel No. 59281719721.

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

7. The aggregate ratio of property assessed in the City as of January 1, 2021, has not been determined as of the date of filing.

8. For 2020, property in the City was assessed at 81.08% of its fair market value as of January 1, 2020.

9. For 2020, property tax was imposed on property in the City at the rate of $26.82 per $1,000.00 of the assessed value for property.

10. For 2021, the City's assessor set the assessment of the Property at $2,986,000.00.

11. Washington appealed the 2021 assessment of the Property by filing a timely objection with the BOR pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except 70.47(13).

12. The BOR waived the hearing of Washington's objection pursuant to Wis. Stat. §70.47(8m). A true and correct copy of the waiver of hearing for the Property is attached hereto.

13. The effect of the BOR's waiver is the disallowance of Washington's claim of excessive assessment, and maintenance of the 2021 assessment of the Property, without a hearing, at $2,986,000.00.

14. Assuming the 2021 mill rate will be essentially the same as the 2020 mill rate, the City will impose tax on the Property in the amount of $80,041.35.

15. The BOR's disallowance of Washington's claim of excessive assessment entitles Washington to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

16. The fair market value of the Property as of January 1, 2021, was no higher than $1,550,000.00.

17. Assuming the aggregate assessment ratio of 81.08%, the correct assessment of the Property for 2021 is no higher than $1,256,740.00.

18. Assuming a tax rate of $26.82 per $1,000.00 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than $33,705.77.

19. The 2021 assessment of the Property, as set by the BOR was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the 2021 property assessment was excessive in at least the amount of $1,729,260.00 and the tax imposed on the Property for 2021 was excessive in at least the amount of $46,335.58.

20. Washington is entitled to a correction of the assessment of the Property for 2021 to $1,256,740.00.

21. In the event that litigation on this matter should extend beyond the time that Washington is required to, or does, pay the 2021 tax on the Property, Washington will be entitled

to a refund of 2021 tax in the amount of $46,335.58, or such greater amount as may be determined to be due Washington, plus statutory interest.

WHEREFORE, Washington requests the following relief:

1. A determination and declaration that the assessment of the Property for 2021 should be no higher than S1,256,740.00.

2. A determination that the correct tax on the Property for 2021 should be no higher than $33,705.77.

3. Judgement in the amount $46,335.58, on the Property for 2021 or such greater amount as may be determined due to Washington, plus statutory interest.

4. An award of all litigation costs incurred by Washington in this action, including the reasonable fees of its attorneys.

5. Such other and further relief as may be appropriate.

Dated this 6th day of August 2021.

ROGAHN JONES LLC
Attorneys for:
Washington School Apartments, LLC
Electronically Signed by Michael Kozicz

/s/ *Michael Kozicz*

Michael S. Kozicz
WI State Bar ID No. 1094652
mkozicz@rogahnjones.com

P.O. Address:
ROGAHN JONES LLC
N16W23233 Stone Ridge Drive, Suite 270
Waukesha, WI 53188
(262) 226-9554

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)* *	
Washington School Apartments LLC		Chad Zeznanski	
Requestor's mailing address		Agent's mailing address	
200 North Main Street Oregon, WI 53575		10000 Innovation Drive, Suite 250 Milwaukee, WI 53226	
Requestor's telephone number	☐ Land Line ☐ Cell Phone	Agent's telephone number	☐ Land Line ☒ Cell Phone
( ) -		(262) 225-1784	
Requestor's email address		Agent's email address	
		czeznanski@wipfli.com	

Property address	
1238 Geele Avenue	
Legal description or parcel number	
Parcel number: 59281719721	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing	
$ 2,986,000	
Property owner's opinion of value	
$ 1,550,000	
Basis for request	
The subject property's 2021 assessed value exceeds the subject's fair market value as of January 1, 2021.	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
5/3/2021	5/3/2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

6/8/2021
Date

☒ Taxpayer advised 6·10·2021 *Date* sent via mail

PA-813 (R. 10-16)

Wisconsin Department of Revenue

VI

R. C. No. 273 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 105-21-22 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F & P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 105 - 21 - 22. By CITY CLERK. November 15, 2021.

Submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan.

_____
CITY CLERK

FHP

FILED NO
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Filing Notice

Case No. 2021CV000325
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

Process Server
Date: 11/4/21 Time: 12:00 am pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2021CV000325 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 5414c5

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 17, 2021

Item 29.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT CIVIL DIVISION SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Circuit Court, 615 N. 6th Street, Sheboygan, Wisconsin 53081, and to Douglas A. Pessefall, Reinhart Boerner Van Deuren s.c., Plaintiff's attorney, whose address is 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint,

and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 16th day of August, 2021.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965
Telephone: 414-298-1000
Facsimile: 414-298-8097

Douglas A. Pessefall
State Bar No. 1034109
dpessefall@reinhartlaw.com

BY *s/Douglas A. Pessefall*
Attorney for Plaintiff
Midstate Amusement Games, LLC

Item 29.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT CIVIL DIVISION SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff Midstate Amusement Games, LLC, by and through its attorney, Douglas A. Pessefall of Reinhart Boerner Van Deuren s.c., and pursuant to Wis. Stat. §§ 74.35 and 801.02, states and alleges its Complaint against Defendant City of Sheboygan as follows:

INTRODUCTION AND PARTIES

1. This is an action under Wis. Stat. § 74.35 to recover unlawful taxes that were imposed on Plaintiff Midstate Amusement Games, LLC by Defendant City of Sheboygan for the 2020 tax year, plus statutory interest, with respect to certain personal property located in the City ("Property").

2. The Property is identified on City records as Account 59281860858P.

3. The Property and consists of amusement devices, including video games, arcade games, jukeboxes, electronic dart boards, ATMs and other machines.

4. Plaintiff Midstate Amusement Games, LLC ("Midstate") is a Wisconsin limited liability company with its principal office located at 1161 Industrial Parkway, Fond du Lac, Wisconsin 54937.

5. Midstate is the owner of the Property, and is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property, and is authorized to bring this claim in its own name.

6. Defendant City of Sheboygan ("City") is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

JURISDICTION AND VENUE

7. The Court has personal jurisdiction over the City pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.05(2).

8. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.50(2).

FACTS

9. Midstate is a coin machine operator that provides a wide spectrum of gaming products and services to businesses in East Central Wisconsin including Oshkosh, Fond du Lac, Sheboygan, West Bend, Campbellsport, Kewaskum, Random Lake, Jackson, Plymouth, Ripon, Waupun, and the surrounding communities.

10. In early 2020, Midstate timely filed a Statement of Personal Property on which Midstate reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement").

11. The Statement properly excluded personal property that was exempt by law from taxation.

12. For example, "machinery," which is defined by Wis. Stat. § 70.111(27)(a) to "mean a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means," is exempt from personal property tax.

13. The Property includes machinery.

14. Notwithstanding the Statement, the City assessed the Property at $450,810.00 as of January 1, 2020 ("Assessed Value").

15. Based on the Assessed Value, the City issued Midstate a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

16. Midstate timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

17. The Assessment contained one or more palpable errors specified in Wis. Stat. § 74.33(1). Specifically, the Property was exempt from general property taxation pursuant to Wis. Stat. §§ 70.111(27)(a) as of January 1, 2020 because most of the Property consisted of machinery not used in manufacturing.

18. Accordingly, following the procedure set forth in Wis. Stat. § 74.35 to recover taxes with respect to exempt property, on January 28, 2021, Midstate timely served on the City a claim for refund to recover the tax paid in connection with the Tax Bill ("Refund Claim"). A copy of the Refund Claim as served on the City is attached hereto as Exhibit A.

19. By letter received on or about May 17, 2021, Midstate received a notice of disallowance with respect to its Refund Claim from the City ("Notice"). A copy of the Notice is attached hereto as Exhibit B.

20. Midstate was aggrieved by the levy and collection of tax on the Property and the City's failure to grant the Refund Claim.

21. Moreover, the City's failure to exempt the Property violated the rule of uniform taxation pursuant to Article VIII, Section 1 of the Wisconsin Constitution ("Uniformity Clause").

CLAIM FOR RELIEF

22. All of the foregoing paragraphs are incorporated as if fully re-alleged.

23. A tax with respect to property that was exempt by law is an "unlawful tax" pursuant to Wis. Stat. §§ 74.35(1) and 74.33(1)(c).

24. Midstate is a person aggrieved by the levy and collection of unlawful taxes by the City, and is, therefore, entitled to a refund of the tax pursuant to Wis. Stat. § 74.35(2), together with interest as provided by Wis. Stat. § 74.35(4).

25. With respect to the Refund Claim, Midstate is entitled to a refund in the amount of approximately $12,093.86, or such greater amount as may be determined by the Court, plus interest.

WHEREFORE, Midstate respectfully requests that the Court:

A. Find that the Property was exempt as machinery pursuant to Wis. Stat. § 70.111(27)(a);

B. Find that the Property was non-uniform with the assessments of other exempt and/or non-exempt property;

C. Find that the Property subject to the 2020 Assessment included the value of exempt property;

D. Find that Midstate paid tax on the 2020 Assessment;

E. Find that the tax paid on the 2020 Assessment constituted an unlawful tax for which Midstate is entitled to a refund;

F. Enter a judgment in favor of Midstate and against the City in the amount of:

1. The Tax Bill; and

2. Interest on the tax paid at the rate of 0.8% per month computed from the date the Refund Claim was served on the City; and

3. Costs and attorney's fees as allowed by law; and

4. Grant such other and further relief as the Court deems just and equitable.

Dated this 16th day of August, 2021.

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

Mailing Address:
P.O. Box 2965
Milwaukee, WI 53201-2965
Telephone: 414-298-1000
Facsimile: 414-298-8097

Douglas A. Pessefall
State Bar No. 1034109
dpessefall@reinhartlaw.com

BY *s/Douglas A. Pessefall*
Attorney for Plaintiff
Midstate Amusement Games, LLC

Item 29.

FILED
08-16-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325
Honorable Angela W. Sutkiewicz
Branch 3

AFFIDAVIT OF SERVICE ON CORPORATION

STATE OF WI CIRCUIT COURT SHEBOYGAN COUNTY

IN RE : MIDSTATE AMUSEMENT GAMES -VS- CITY OF SHEBOYGAN
CASE # : 59281860858P

Being duly sworn on my oath, I, STEPHEN MAJORS declare that I am a resident of the state of wisconsin over the age of eighteen and not a party to this action.

I served CITY OF SHEBOYGAN
by leaving a true and correct copy of the
: 2020 CLAIM FOR UNLAWFUL TAX
with MELISSA CLEVENGER \ DEPUTY CLERK
on 01/28/21 at 02:45PM
at 828 CENTER AVE #103 SHEBOYGAN, WI 53081-

STEPHEN MAJORS

State of Wisconsin, Milwaukee, County
Subscribed and Sworn to before me,

a Notary Public, on 01/29/21
My commission expires on 4/19/24

Fee 74

MYHRE PROCESS/ Milwaukee, WI 53203

EXHIBIT A

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

Melissa Clemens ~ Deputy Clerk

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at $450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $12.093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Douglas A. Pessefall

44881400

Enc.

PERSONAL PROPERTY TAX BILL FOR 2020

Bill #: 1129
Parcel #: 59281860858P
Alt. Parcel #:

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2021
$12,093.86
-- OR --
Pay First Installment
By January 31, 2021
$12,093.86

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3	Wisconsin Bank & Trust	Bring Tax Bill, Payment, Envelope
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Drive-Thru Drop Off Service only
NO IN-PERSON PAYMENTS		655 S Taylor Drive, Sheboygan	Mon-Fri – 9:00 to 4:00
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 S Business Drive, Sheboygan	No Saturday collection
CITY HALL	DRIVE-THRU. Enclose a self-addressed stamped		Closed 12/24/20, 12/25/20,
	envelope if you would like a receipt.		01/01/21, and 01/18/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVE-THRU.

IMPORTANT INFORMATION:	**NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL.**
Drop Box:	Located on west side of City Hall – 828 Center Avenue, Sheboygan
Dates Municipality Closed:	12/24/20, 12/25/20, 12/31/20, 1/1/21
Online Payments:	www.sheboygancowi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
Other Information:	Email tax questions and receipt requests to: taxinfo@sheboygancowi.gov
Telephone:	920-459-3311

Property Address

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129 SEQ# 950
Correspondence should refer to parcel number
PARCEL#: 59281860858P

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	450,810	0.8108	Personal	Property	556,000

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2019 Est. State Aids Allocated Tax Dist.	2020 Est. State Aids Allocated Tax Dist.	2019 Net Tax	2020 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,676,384	1,788,950	3,038.20	2,712.70	-10.7%
CITY OF SHEBOYGAN	13,124,440	13,404,466	5,310.01	4,659.14	-12.3%
SHEBOYGAN SCHOOL	60,579,469	63,347,472	4,856.74	4,284.31	-11.8%
LTC	2,863,312	3,016,646	475.70	437.71	-8.0%
Total	78,243,605	81,557,534	13,680.65	12,093.86	-11.6%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		13,680.65	12,093.86	-11.6%

Gross Property Tax	12,093.86
First Dollar Credit	
Lottery Credit	
Net Property Tax	12,093.86

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2021
▶ $ 12,093.86

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6553 (R. 8-15)

School taxes reduced by school levy tax credit $ 826.85

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

Net Assessed Value Rate (Does NOT reflect credits)
0.026826955

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN SCHOOL	595,435.00	111.85	2037

Note Equipment

12/31/20

263606

Case 2021CV000325 Document 3 Filed 08-16-2021 Page 4 of 5

Item 29.

City of
Sheboygan
spirit on the lake.

May 13, 2021

CERTIFIED & RESTRICTED MAIL

Attorney Douglas Pessefall
Reinhart Boerne Van Deuren S.C.
P.O. Box 2965
Milwaukee, WI 53201-2965

Re: Midstate Amusement Games, LLC Claim Against the City of Sheboygan
Date of Loss: Tax Year 2020
Claim No. 23-20

Dear Attorney Pessefall:

City of Sheboygan staff have reviewed and considered your claim dated January 28, 2021, concerning recovery of allegedly unlawful taxes. As a result, the City is denying the claim in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after ninety (90) days from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Accountant Christina Lueptow
City Assessor Michael Grota
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov



STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Sara Stellpflug Rapkin, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Sara Stellpflug Rapkin has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 24, 2021

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Sara Stellpflug Rapkin of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Sara Stellpflug Rapkin
Sara Stellpflug Rapkin
srapkin@reinhartlaw.com
State Bar ID No. 1076539
Attorney for Plaintiff Midstate Amusement Games, LLC

46092329

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Kristina Somers, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Kristina Somers has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 24, 2021

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Kristina E. Somers of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Kristina E. Somers
Kristina E. Somers
ksomers@reinhartlaw.com
State Bar ID No. 1026028
Attorney for Plaintiff Midstate Amusement Games, LLC

46092248

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No.: 2021CV000325

FILED
09-27-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Douglas A. Pessefall, attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Douglas A. Pessefall is no longer an electronic notice party and will not be filing any documents or receiving any communications from the court for this case electronically. You will need to provide traditional paper documents to this party and the court.

If you have questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 27, 2021

Item 29.

FILED
09-27-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21-CV-325
Money Judgment - 30301

CITY OF SHEBOYGAN,

Defendant.

NOTICE OF WITHDRAWAL

PLEASE TAKE NOTICE that Attorney Douglas A. Pessefall hereby withdraws his appearance as counsel of record on behalf of plaintiff Midstate Amusement Games, LLC ("Plaintiff") in the above-captioned matter. Plaintiff will continue to be represented by Reinhart Boerner Van Deuren s.c. through Attorneys Kristina E. Somers, Sara Stellpflug Rapkin and Karla M. Nettleton. No party should be prejudiced by this withdrawal.

Dated this 23 day of September, 2021.

Mailing Address:
2512 N. 89th Street
Wauwatosa, WI 53226
Telephone: 414-698-1301

Douglas A. Pessefall
State Bar No. 1034109

46070113

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF SHEBOYGAN

Electronic Notice Status Change

Case No: 2021CV000325

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

For 2021CV000325, the electronic notice preference for Karla M Nettleton, Wisconsin attorney for MIDSTATE AMUSEMENT GAMES, LLC, has changed.

Karla M Nettleton has registered as an electronic notice party and has agreed to file any documents and receive all communications from the court for this case electronically. You will no longer need to provide traditional paper documents to this party. You still need to provide traditional paper documents to the court and any other parties who are not electronically filing.

If you have any questions regarding this notice, please contact our office at 920-459-3068.

Sheboygan County Circuit Court
Date: September 27, 2021

Item 29.

FILED
09-24-2021
Sheboygan County
Clerk of Circuit Court
2021CV000325

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,

Plaintiff,

v.

Case No. 21CV325
Money Judgment - 30301

CITY OF SHEBOYGAN

Defendant.

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Karla M. Nettleton of the law firm Reinhart Boerner Van Deuren s.c. hereby appears on behalf of Plaintiff, Midstate Amusement Games, LLC, in this action and requests that all notices and other documents in this action also be served upon her via the Court's e-filing system or at the address set forth below.

Dated this 24th day of September, 2021.

REINHART BOERNER VAN DEUREN S.C.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Telephone: 414-298-1000
Facsimile: 414-298-8097

Electronically signed by Karla M. Nettleton
Karla M. Nettleton
knettleton@reinhartlaw.com
State Bar ID No. 1098960
Attorney for Plaintiff Midstate Amusement Games, LLC

46092337

VI

R. C. No. 272 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 137-21-22 by City Clerk submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

R. O. No. 137 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a Petition for Hearing in the matter of Patrick A. Gillette v Board of Police and Fire Commission.

CITY CLERK

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

IN RE:
PATRICK A. GILLETTE, PRO SE
915 North Avenue
Sheboygan, WI 53083
920-452-9914

Petitioner

V

Class Code: 30107
Personal Injury - Other
In excess of $10,000

Filed:
Case No.

Jointly and severally,

Board of Police and Fire Commissioners
For the City of Sheboygan, WI:

ROBERT LETTRE, PRESIDENT
CITY OF SHEBOYGAN
BOARD OF POLICE AND FIRE COMMISSIONERS:

AND

GERALD JONES, MEMBER of the PFC:

JEANNE KLIEJUNAS, MEMBER of the PFC:

LARRY SAMET, MEMBER of the PFC:

ANDREW HOPP, MEMBER of the PFC:

AGENT ADDRESS: SHEBOYGAN CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

Respondent(S)

PETITION FOR HEARING PURSUANT TO 42 USC 1983

Jurisdiction, venue, and subject matter established: SS 801.04, SS 801.50, SS 893.80

Parties:

1. Plaintiff is a citizen of the United States of America, a resident of the City of Sheboygan, a resident of the County of Sheboygan, and resident therefore of the State of Wisconsin. Plaintiff resides at 915 North Avenue, Sheboygan, Wisconsin, 53083

2. Defendants (Respondents) are all members of the City of Sheboygan Board of Police and Fire Commissioners. The Agent Address of the PFC Board, and all members thereof, is City Hall, 828 Center Avenue, Sheboygan, Wisconsin 53081

    a. Board of Police and Fire Commissioners
    b. Robert Lettre, president of the PFC Board
    c. Gerald Jones, Member of the PFC Board
    d. Jeanne Kliejunas, Member of the PFC Board
    e. Larry Samet, Member of the PFC Board
    f. Andrew Hopp, Member of the PFC Board

1. **The Plaintiff proceeds as Pro Se, and petitions the Court for relief under "In Forma Pauperis" and Constitutional protections regarding his right to due process and equal protection. Plaintiff reserves all Rights without prejudice.**
2. **Circuit Court form CV-410A has been submitted along with this petition.**

A-1. Whereas the Respondents owed a duty to the Plaintiff under the United States Constitution, the Constitution of the State of Wisconsin, and under Wisconsin Statute SS 62.13 and 62.13(5), Wisconsin Statutes Chapter 68, and under Wisconsin Statutes Chapter 227, and under the Municipal Code of the City of Sheboygan.

A-2. Whereas the Respondents breached that duty owed to Plaintiff by neglecting to perform, or performing in excess of authority or jurisdiction, their responsibilities under the contract of the United States Constitution, the contract of the Constitution of the State of Wisconsin, and lawful and legal statutory and municipal ordinance requirements thereof.

A-3. Whereas the Respondents, acting under color of law in their official capacities, conspired to use disinformation and malfeasance, and acted autonomously, to obtain their means, causing great injury to the Plaintiff.

Statement of Claims:

(a) Defendant Robert Lettre:
Whereas On October 4, 2021, Plaintiff did file a written formal complaint, pursuant to SS 62.13(b), with the defendant.
Whereas the defendant acted under color of law.
Whereas the above defendant did not respond to his obligation under SS 62.13(d) within the legal and lawfully mandated period of time.
Whereas this defendant, along with the Board Member listed defendants:

1. Gerald Jones
2. Jeanne Kliejunas
3. Larry Samet
4. Andrew Hopp

All acted in concert to violate the federally guaranteed civil rights of the Plaintiff:

(b) The Plaintiff therefore asserts that the defendants violated Plaintiff's federal and state civil rights to contact, US Constitution Article I Sec. 10 Clause 1, impairing the obligation of contract, the Wisconsin Constitution Article I Sec. 12 impairing the obligation of contracts.
(c) The Plaintiff therefore asserts that the defendants violated the Plaintiff's federal and state right to petition the government, First Amendment to the US Constitution, the right of the people to petition the government for redress of grievances, the Wisconsin Constitution Article I Sec. 4 The right of the people to petition the government, or any department thereof, and the Wisconsin Constitution Article I Sec. 9 Every person is entitled to a certain remedy in the laws.
(d) The Plaintiff asserts that the defendants, in all proceedings post filing of the Complaint, violated Plaintiff's federal rights of Liberty and Due Process as defined in the 5th and 14th Amendments to the US Constitution
(e) Plaintiff asserts that All rights under WI Chapter 62.13 and Chapter 68, were denied to Plaintiff. All statutory remedies were exhausted. There is no other remedy available to Plaintiff but to petition for hearing under 42 USC 1983.
(f) The evidence will show that defendants failed to respond to the Original Complaint of Plaintiff, under SS 6213(5), filed Oct 4, 2021) and have failed to respond to Motions of Discovery and Sequestration submitted to the Board,
(g) The evidence will show that the defendants relied on bias, prejudice, and disinformation while acting under color of law
(h) The evidence will show that the defendants' performance, or failure to perform, in accordance with the provisions of law, resulted in injury to the Plaintiff and to his rights to liberty, to contract, to petition the government, to due process, and any remedy afforded by statutory law.
(i) The evidence will show that the defendants disinformation and failure to act violated both procedural and substantive due process rights of Plaintiff.

(j) The evidence will show that the defendants' actions were purported to be actionable under Wis Stat 62.13 and specific to SS 62.13(5) and under the auspices of performing under that statute, did act under color of law, while doing so in violation of the law and therefore injuring the Plaintiff.

(k) The evidence will show that the defendants' operating under color of law was not in accordance with the legislative intent of performance in compliance to matters of statewide concern pursuant to SS 62.13(12), therefore denying the Plaintiff's Rights of equal protection under the law.

(l) The evidence will show that the defendants acted under color of law and acted outside the legal provisions of SS 62.13 and SS 62,13(12) regarding the legal and lawful enactment of the provisions of the City of Sheboygan Municipal Code.

(m) The evidence will show that the defendants disinformed the general public and the Plaintiff that rules they operated under were promulgated and published in accordance with the requirements of Chapter 227 of the Wisconsin State Statutes.

(n) The evidence will show that the defendants disinformed the Plaintiff that they complied with, and were all operating under the required oath of office, pursuant to the US Constitution Article I Sec VI, the Wisconsin Constitution Article IV Sec. 28, Wisconsin Statutes as defined in Chapters 19.01, and 62.09.

(o) The evidence will show that the defendants disinformed the Plaintiff that they had not vacated their official appointments, pursuant to Wisconsin State Statute Chapter 17.03.

(p) The evidence will show that the defendants were responsible for the knowledge of the law but placed their faith and confidence in the fact that the Plaintiff was Pro Se, 100 percent disabled, and believed to be incompetent in pursuing his legal and lawful Rights to pursue his claim and subsequent court proceedings.

(q) The evidence will show that the defendants deferred their statutory requirements to illegal and unlawful and unauthorized legal representation, and disinformed the Plaintiff that the Sheboygan City Attorney had the authorization of the City Council, and was authorized to represent the Board in all their business, statutory obligations, and hearings.

(r) The evidence will show that the defendants disinformed the Plaintiff that in having the City Attorney present at, and acting as counsel for the Board at their hearings would in-fact nullify the decisions of the Board.

(s) The evidence will show that the defendants acted under color of law as a political operative of an elected City Official, and without the statutory authority of law.

(t) The evidence will show that the defendants cooperatively violated Plaintiff's civil rights by total disregard, and with intent to deprive Plaintiff of his Rights, under the United States Constitution, the Wisconsin Constitution, the Statutory provisions thereof, as well as their total disregard for compliance with the Municipal Code for the City of Sheboygan.

(u) The evidence will show that the defendants disinformed the Plaintiff on the presumption that they acted in an official capacity as a Board, and as individual members of said Board, of the Sheboygan Police and Fire Commission.

(v) That in November, 2021, the Board held a public meeting, without the presence of the Plaintiff and the President of the Board, the Police Chief, and the unlawful legal representative of the board did publicly libel and cause slander to the Plaintiff

(w) The evidence will show that the Respondents were not a legal and lawful Police and Fire Commission, adopted legally and lawfully by City Ordinance.

(x) The evidence will show that the Respondents failed to take and file their oaths of office.

(y) The evidence will show that, by law, the Respondents had vacated their appointments to the Board of Police and Fire Commissioners.

(z) The evidence will show that the Respondents performed as the Board of Police and Fire Commission under the contrivance of their own rules.

The defendants acted in such an egregious, arbitrary, and capricious manner as to astound the imagination of any reasonable person.

A-4. This suit contends that the President of the Board of the Sheboygan Police and Fire Commission, and each of its respective members, violated the following Constitutional Rights of the Petitioner:

1. Plaintiff's Right to contract
2. Plaintiff's Right to petition
3. Plaintiff's Right to Liberty
4. Plaintiff's Right to certain remedies in the law
5. Plaintiff's Right to prosecute or defend his case in court
6. Plaintiff's Right to substantive and procedural due process
7. Plaintiff's Right to obtain judicial relief by imposing unjustified restrictions on his personal Rights, and doing so under the color of law.
8. Plaintiff's Right to file a complaint and appear before a legal and lawful tribunal as prescribed by SS 62.13(5)
9. Plaintiff's Right to privacy (Right not to be libeled or slandered)

Whereas the defendants all acted under color of law:

1. Acted without regard to Plaintiff's Constitutional Rights
2. Acted outside of the provisions of State Law
3. Acted outside the provisions of the Sheboygan Municipal Code
4. Acted without the provisions of the required oath of office
5. Acted after their appointments were vacated
6. Acted by promulgating rules outside of the provisions of law
7. Acted under the auspices of unauthorized legal representation

Whereas the defendants not only acted under the color of law pursuant to the provisions of 42 USC 1983:

1. The defendants violated 18 U.S.C Sec 241 and Sec 242 under the criminal sanctions for violating 42 U.S.C 1983.
2. The defendants violated Wisconsin criminal statute for Misconduct in Public Office, pursuant to SS 946.12 (1-3).

Whereas the defendants all acted with such intentional recklessness, deceit, malice, and contempt against the Plaintiff (and the public interest)

Whereas the defendants extreme conduct caused great harm and injury to the Plaintiff (and to the City of Sheboygan, and to the matters of Statewide concern)

The Plaintiff now comes before the court and pleas the court for relief and damages caused the Plaintiff by the defendants:

1. The Plaintiff petitions the court to take notice that the Sheboygan Police and Fire Commission did not, and does not, legally, and lawfully exist under the provisions of State law and the City of Sheboygan Municipal Code.
2. That the defendants did act as such Board, and members thereof, without any lawful provisions allowing them to do so
3. That the defendants did act under color of law
4. That the defendants violated the civil rights of the Plaintiff
5. That the defendants did libel and slander the Plaintiff

The Plaintiff respectfully petitions the court to award damages to the Plaintiff, as follows (and any other damages the court might find necessary to discourage the furtherance of this type of conduct from occurring again):

The Plaintiff respectfully requests the court to award the Plaintiff the following monetary relief:

Compensatory damages:

1. In the amount of $500.00 for costs
2. Injurious compensatory damage: Damage to reputation and character, and personal humiliation, evidenced by defendants' predicate conduct and independent acts of the judicial process observed by others: Libel and slander; Loss of Liberty, the right to petition a lawful and constitutionally established government agency. The loss of Due Process. Amount sought is $75,000.00
3. Any other costs the Court finds is compensable.

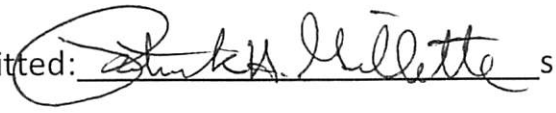
Punitive Damages: The defendants acted with recklessness, malice, and deceit. I respectfully petition the court to award punitive damages to deter defendants and others from acting in similar extreme conduct, as they acted in violation of Plaintiff's civil Rights, but to prevent further such actions, by the defendants and others, that damage the public goal of Legislative Intent of Statewide Concern. To serve a public concern Plaintiff respectfully request punitive costs in the amount of $100,000.00.

The Plaintiff request a jury to hear this case.

I, Plaintiff in this matter, declare under penalty of perjury that the forgoing is true and correct to my knowledge.

I further declare that copies of this petition were delivered, separate copy for each, to the defendants in this matter, on March 30, 2022, to the Agent Address of each of the defendants: At the Office of City Clerk, City Hall 828 Center Avenue, Sheboygan, WI, 53081

Signed this 30th day of March 2022

Respectfully Submitted:  sig.

920-452-9914
patrickgillette@att.net
915 North Avenue
Sheboygan, WI 53083

VI

R. C. No. 271 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 321-20-21 by Finance and Personnel Committee and R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 321 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 75 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue.

TAP

CITY CLERK

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 17 '20 PM 12:01

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: LINDA ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
3. Home phone number: 920 980-8408
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 8-7-20 APPROX 9:45
6. Where did damage or injury occur? (give full description) SIDEWALK ON THE NORTH SIDE OF CENTER AVE - APPROX 20' WEST OF N. 6TH ST
7. How did damage or injury occur? (give full description) I WAS WALKING ON THE SIDEWALK & TRIPPED ON A RAISED PART OF THE SIDEWALK. FACE PLANTED INTO SIDEWALK - BROKEN ARM, RIBS BROKEN & BRUISED ON FACE
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: NA.
   (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: SIDEWALK.
   (b) Claimant's statement of basis for such liability: PROPERTY OWNER SAID CITY KNEW OF DEFECT IN SIDEWALK & CITY HAD PLACED A SAFETY CONE THERE AT O[illegible] TIME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMO[illegible]

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

BROKEN ARM - DAMAGED SHOULDER - BROKEN RIBS - BRUISES ON FACE
TAKEN BY AMBULANCE FROM SITE TO HOSPITAL E.R.

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

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

Auto:	$ NONE
Property:	$ NONE
Personal injury:	$ WE HAVE NOT RECEIVED BILLING FROM AMBULANCE, ER, DOCTOR P.T. ETC. ?
Other: (Specify below CANCELLED VACATION LOSS OF EMPLOYMENT	$?
TOTAL	$?

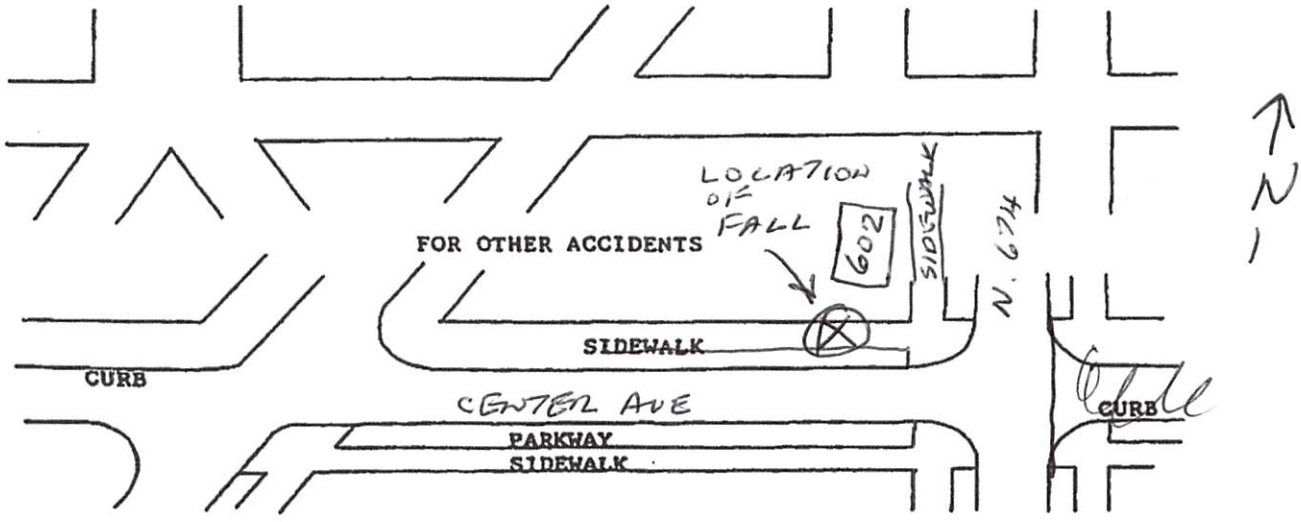
Damaged vehicle (if applicable) NONE

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 d knutsen DATE 9/16/2020

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

Claimant's Name: LINDA ARENTSEN

Claimant's Address: 2709 PRAIRIE WINDS CT SHEBOYGAN, WI 53081

Claimant's Phone No. 920-980-8408

Auto	$ -0-
Property	$ -0-
Personal Injury	$ TBD
Other (Specify below)	$ TBD
TOTAL	$

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

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

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

SIGNED L Arentsen DATE: 9/16/2020

ADDRESS: 2709 Prairie Winds Ct. Sheboygan 53081

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

VI

R. C. No. 270 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. 326 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.

R. O. No. 123 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020.

CITY CLERK

F&P

Claim # 21-20

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

TO: **SHEBOYGAN COUNTY**
c/o Jon Dolson, County Clerk
508 New York Avenue
Sheboygan, WI 53081

AGING AND DISABILITY RESOURCE CENTER OF SHEBOYGAN COUNTY
c/o Michelle Acevedo, ADRC Manager
650 Forest Avenue
Sheboygan Falls, WI 53085

CITY OF SHEBOYGAN
c/o Meredith DeBruin, City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server
Date: 1/12/21 Time: 2:00 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

MARK A. FEUSTEL
1416 Illinois Avenue, Apt. A
Sheboygan, WI 53085

PLEASE TAKE NOTICE that Austin Stiebs who resides at 2245 N. 29th Street, Sheboygan, Wisconsin 53081, by his attorneys, HABUSH HABUSH & ROTTIER S.C.®, pursuant to Wis. Stat. § 893.80(1d)(a), does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained Austin Stiebs on December 18, 2020, as a result of a passenger van/passenger bus/automobile driven by Mark A. Feustel at the intersection of North 25th Street and Geele Avenue, in the city of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the County of Sheboygan and Aging and Disability Resource Center of Sheboygan County and the City of Sheboygan through their employee, agent and representative, including Mark A. Feustel.

Dated at Sheboygan, Wisconsin, this 11th day of January, 2021

Witness:

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimant

By: Christine D. Esser
Christine D. Esser

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 S. 8th Street
Sheboygan, WI 53081
(920) 459-8000

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of her knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 11th day of January, 2021.

Notary Public, State of Wisconsin
My Commission expires: 5-15-24



VI

R. C. No. 269 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 69 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim of alleged unlawful tax collected from FedEx Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P.

CITY CLERK

F+P

Claim # 9-21
MKC

John A. Sample
Title First Line
Title Second Line

Division Name
1234 Street Name
Suite 123
Building Number 123
City Name, ST/PR 12345-6789

Second Address
1234 Street Name
Suite 123
Building Number 123
City Name, ST/PR 12345-6789

Mobile 123.456.7890
Telephone 123.456.7890
Fax 123.456.7890
john.sample@fedex.com
Additional contact information

FedEx Services

August 10, 2021

3431 Concord Dr / 3510 Playbird Rd
Account # 950534

To whom it may concern:

We are requesting a refund for the $514.95 paid for the 2020 tax year on account 950534, located at 3431 Concord Dr. Sheboygan, WI 53081. This account moved from 3510 Playbird Rd in the Town of Mosel to 3431 Concord Dr. in the City of Sheboygan after the 1/1/2020 lien date and therefore we were only responsible for taxes in the Town of Mosel for the 2020 tax year.

Attached is a copy of the tax bill 2020 taxes paid to the City of Sheboygan.

Please reach out to Lauren Dorsey at (410) 568-0789 or lauren.dorsey@altusgroup.com with any questions regarding this account.

Thank you,

Branden Harbaugh
Senior Tax Analyst
(901) 434-5780
branden.harbaugh@fedex.com

07/12/2021 7:06PM (GMT+00:00)

Form TAX895

CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 Center Avenue, STE 110
Sheboygan, WI 53081
920-459-3311

June 24, 2021

FED EX 950534
3431 CONCORD DR
SHEBOYGAN, WI 53081

SECOND NOTICE: DELINQUENT PERSONAL PROPERTY TAX

Dear Sir or Madam:

The Personal Property Tax Roll confirms taxes assessed to 3431 CONCORD DR in the amount of $514.95. According to Wisconsin State Statute 74.11(4), payment for Personal Property Tax shall be received or postmarked on or by January 31st to be considered as timely. If the Personal Property Tax is not paid or postmarked by January 31st, the amount is subject to a one percent per month interest charge and an additional 0.5 percent per month penalty charge which shall be applied. These charges are pursuant to the Wisconsin State Statute 74.47 and Municipal Code Ordinance No. 55-04-05. The amount applicable is $28.35 interest and $14.17 penalty.

The City of Sheboygan adopted an Ordinance requiring payment of all local taxes, assessments and charges due and owing to the City as a condition to the issuance of licenses and permits. The Ordinance stipulates "in the event of unpaid Personal Property Tax and any outstanding fees, penalties, the City is forbidden from issuing any licenses and/or permits. All unpaid taxes, fees and penalties must be paid in full to receive any licenses and/or permits." Please note, the City is not obligated to provide regular notification of these outstanding delinquencies.

At the earliest convenience, please make payment to the City of Sheboygan Finance Department, and mail to: Finance Department, 828 Center Avenue, Suite 110, Sheboygan, WI 53081. The total due is $514.95. To avoid additional interest and penalty, please pay the amount due on or before July 31, 2021. Nonpayment will result in collection action against this account. If you have any questions, please contact the City of Sheboygan Finance Department at the above listed number. Thank you.

Sincerely,

Kaitlyn Krueger
City of Sheboygan
Finance Director

07/12/2021 MON 14:06 FAX 9204572303 SBMI 001/001

WATERMARK IN PAPER; HOLD UP TO A LIGHT VIEW

FEDEX (PT)
PH: 602-707-5575
PO BOX 71850
PHOENIX AZ 85050

EAGLE BANK
11900 BOURNEFIELD WAY
SILVER SPRING, MD 20904

NO. 76374396

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
07/22/2021	76374396	514.95

VERIFY FOR AUTHENTICITY

PAY

*** Five Hundred Fourteen And 95/100-Dollars *** **$ ** 514.95 **

TO THE ORDER OF

SHEBOYGAN CITY TAX COLLECTOR
828 CENTER AVE STE 205
SHEBOYGAN, WI 53081

Account No: 950534
Invoice No: 38528

⑈76374396⑈ ⑆055003586⑆ 200268944⑈

For Remote Deposit Only
City of Sheboygan
Wisconsin Bank & Trust 075907594

>075907594< 07/28/2021

VI

R. C. No. 268 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

1 3

R. O. No. 88 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured.

HP

CITY CLERK

#13-21

SEP 20

MKC

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

9/16/2021 7:38:00 AM
Certified Mail Return Receipt Requested 9489 0090 0027 6372 9606 41

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: 2,408.67 OPEN (PD: 1,726.01 MP: 682.66 OPEN)
Amount of Insured's Deductible: WAIVED

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATERD BY MCCABE, DEKKER STRUCK OUR INSURED S VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSURED S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Ashley Adamik 09/16/2021

_____

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

PROGRESSIVE
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (888)-489-4214
Fax: (888) 781-6947

9/16/2021 7:40:00 AM

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

RE:

Date of Loss:	08-09-21
Our Insured:	SMITH, MINDY
Our Claim No.:	**21-4210327**
Your Insured:	MCCABE, DEKKER
Your Claim/Policy No.:	NA

Please take this letter as formal notice of our subrogation rights with regards to the above-captioned claim. Artisan and Truckers Casualty Company paid $682.66 OPEN on behalf of our insured's medical bills incurred as a result of the above accident. These medical payments are reimbursable under the provisions of our insured's policy of insurance.

For your reference, the medical payments already paid include:

Injured Party/Client:	**Total:**
SMITH, MINDY	$682.66 OPEN

$

Also be advised this claim has been referred to the InsMed Team for further handling. We ask at the time of settlement that a separate check be issued to us directly and include Artisan and Truckers Casualty Company as a payee in order to expedite the settlement. Payment should be sent to Subrogation Payment Processing Center 24344 Network Place Chicago, IL 60673-1243.

We ask that you sign and return a copy of this letter to us as acknowledgment of our lien. Thank you in advance for your anticipated cooperation.

InsMed Team
Subrogation Department
(888) 489-4214
Artisan and Truckers Casualty Company

Enclosures

cc. - /

==========

TO: Artisan and Truckers Casualty Company - 21-4210327

I am in receipt of your notice of lien, and by signing below I do agree to protect said lien at time of settlement.

_____

(Insurance Company Rep. Signature) (Date)

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: $738.00
Total Paid: $682.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$175.00	$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$563.00	$520.78		08-25-21		87383796	09-07-21

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782511268	**Total Amount:**	$105.50
EFT Trace Number:	714794252	**Invoice Number:**	87281770
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87281770		

Reviewed Summary

Issuing Rep:	JXB0358	**Approved By:**	
Issue Date:	09-02-21	**Review Date:**	
Last Updated Rep:	JXB0358	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-03-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$105.50
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782510195	**Total Amount:**	$1,120.51
EFT Trace Number:	714789208	**Invoice Number:**	87153078
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87153078		

Reviewed Summary

Issuing Rep:	A111378	**Approved By:**	
Issue Date:	08-31-21	**Review Date:**	
Last Updated Rep:	A141463	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-01-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$1,120.51
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number:	782510221	**Total Amount:**	$500.00
EFT Trace Number:	714789208	**Invoice Number:**	87155627
Pay to the Order of:	VHAG SHEBOYGAN 3 LLC		
Mailing Address:	3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 87155627		

Reviewed Summary

Issuing Rep:	A106724	**Approved By:**	
Issue Date:	08-31-21	**Review Date:**	
Last Updated Rep:	A106724	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	09-01-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SMITH, MINDY	**Amount Paid:**	$500.00
Property Description:	06 HUMMER H3	**Deductible Taken:**	$0.00
Payment Type:	SUPPLEMENTAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Progressive

Estimate ID
21-4210327-01
S2

Quote ID
90943573
Claim Number
21-4210327-01

Owner
MINDY SMITH

Insured
MINDY SMITH

Appraiser
AIESHA JONES
(440) 566-5964 (Work)
a141463@progressive.com

Supplemented By
JARED BRILL
(608) 347-3860 (Work)
jbrill1@progressive.com

Artisan and Truckers Casualty Co

Claim Number
21-4210327-01

Adjuster
Joshua Matthew LaFleur
(920) 729-1563 (Fax)
(920) 903-5052 (Work)
jlafleu1@progressive.com

Deductible
500.00 - Not Waived

Reported Date
08/09/2021

Loss Date
08/09/2021

2006 HUMMER H3 4 Door Utility 3.5L 5 Cyl Gas Injected 4WD

Exterior Color
Black

License
WI-369WXL

VIN
5GTDN136868157769

Drivable
Yes

Odometer
151535

Mitchell Service Code
910512

Primary Point of Impact
Rear (6)

Options

4 Wheel Drive	Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Automatic Headlights	CD Player	Cloth Seat	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Electric Defogger	First Row Bucket Seat	Fog Lights
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Privacy Glass	Rear Gate Wiper	Skid Plate
Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	

Committed On
9/2/2021
11:24 AM

Version
Mitchell Estimating 21.2
OEM AUG_21_V

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Printed On
9/2/2021
11:24 AM

Profile (Modified)
SHEBOYGAN WI All Part Types
Profile Version
9.0

Parts Profile
SHEB WI All Part Types

Parts Profile Version
3.0

					LABOR		PART			
Line #			Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Rear Suspension											
S1	1	001090	R Rear Susp Leaf Spring -M	Remove / Replace	Mechanical	1.2#	New	25965051	1	$304.85	Yes
S1	2	001094	R Rear Susp U-Bolt -M (2 @ $6.03)	Remove / Replace	Mechanical	0.0	New	11610227	2	$12.06	Yes
Rear Bumper											
	3	001446	Rear Bumper Assy	Remove / Install	Body	INC	Existing				
	4	001182	Rear Bumper Face Bar	Remove / Replace	Body	1.2	Remanufactured	HU1102104R	1	$585.00	Yes
	5	001186	R Rear Bumper Tow Hook Bracket	Remove / Install	Body	INCr	Existing				
	6	001187	R Rear Bumper Tow Hook	Remove / Replace	Body	0.1	Qual Recycled Part	TWH1034APU	1	$67.63	Yes
S1	7	002169	Rear Bumper Step Pad	Remove / Replace	Body	INC#	New		1	$368.85*	Yes
Special / Manual Entry											
S1	8	900500	WASHER (4 @ $1.73)	Remove / Replace	Body*	0.0*	New		4	$6.92*	Yes
S1	9	900500	NUT (4 @ $1.68)	Remove / Replace	Body*	0.0*	New		4	$6.72*	Yes
S1	10	900500	SPRING BOLTS (2 @ $5.00)	Remove / Replace	Body*	0.0*	New		2	$10.00*	Yes
S2	11	900500	TOWING	Repair	Body*	0.0*	Sublet	Sublet	1	$100.00*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation

Parts Vendors

KEYSTONE PP
4410 N. 132ND ST. #A
BUTLER WI 53007
(800) 924-8230 (Work)
(414) 463-1019 (Work)

Line	Part #	Total Price
4	HU1102104R	$585.00

Disclaimer: 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.

Recycled Part Vendors

Original One Parts

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1431 Kingsland Ave
St. Louis MO 63133
(877) 441-0001 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
6	TWH1034APU	$67.63		Tow Hook - Part Number: TWH1034 QuoteId: 33091737 Description: TOW HOOK Certified Original, Tested, Refinished, VIN mapped, LIFETIME WNTY Cond: A	

Supplier Notes: APU, Quote#: 121628401279733 Stock Number: TWH1034 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount		Totals
Mechanical Labor	1.2	$80.00			$96.00
Body Labor	1.3	$60.00	$100.00		$178.00
Total Labor	2.5		$100.00		$274.00
				Taxable	$274.00
				Tax 5.5000%	$15.07
				Non-Taxable	$0.00
				Labor Total	$289.07

Parts	Amount		
Taxable Parts	$1,362.03		$1,362.03
		Parts Adjustments	$0.00
		Tax 5.5000%	$74.91
		Non-Taxable	$0.00
		Parts Total	$1,436.94

Costs	Amount		
Other Additional Costs	$0.00		$0.00
Paint Materials	$0.00		$0.00
		Taxable	$0.00
		Tax 5.5000%	$0.00
		Non-Taxable	$0.00
		Costs Total	$0.00

Gross Totals	Amount		
Gross Total	$1,726.01		$1,726.01
		Taxable	$1,636.03
		Tax	$89.98
		Non-Taxable	$0.00
		Gross Total	$1,726.01

Adjustments	Amount	
Deductible	-$500.00	-$500.00
Total Customer Responsibility		-$500.00

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Estimate Totals

Net Estimate Total	**$1,226.01**
Less Original Net Total	$940.81
Net Supplement Amount	$285.20
S1: JARED BRILL	$179.70
S2: JARED BRILL	$105.50

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.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

This is a damage assessment only - Not an authorization to repair- based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the

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replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

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

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

Cycle Time Information

Due In	8/13/2021
Estimated Completion Date	8/30/2021
Arrived At Shop	8/20/2021
Ready for Delivery	8/27/2021
Delivered	8/30/2021

Estimate Event Log

Job Created	8/11/2021 05:51 AM
Supplement 2 Started	8/11/2021 11:12 AM
Supplement 2 Printed	9/2/2021 11:24 AM
Supplement 2 Committed	9/2/2021 11:24 AM
Estimate Version	3

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Date: 9/2/2021 11:24:12 AM
Estimate ID: 21-4210327-01
Supplement: 2 - 9/02/2021 11:24:11 AM
Profile ID: SHEBOYGAN WI All Part Types

Supplement Delta Report
Comparison of Estimate 21-4210327-01 Supplement 1 and Supplement 2

Damage Assessed By: AIESHA JONES
Supplemented By: JARED BRILL

Insured: MINDY SMITH
Owner: MINDY SMITH
Vehicle: 2006 HUMMER H3
Date of Loss: 08/09/2021

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
Changed Entries							
S1 2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T
11<	Body<	REPAIR<	TOWING<	Sublet< Sublet	100.00* <	0.0*	0.0<
Added Entries							
2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

		Amount
Original Estimate		940.81
Supplement 1	179.70	
Supplement 2	105.50	
Supp 1		

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Total Tax	84.48	
Supp 2 Total Tax	89.98	
Net Supplement Amount		285.20
Net Total		1,226.01

	Program Calc Version	Data Versions
Supp 1	9	AUG_21_V
Supp 2	9	AUG_21_V

Software Version: 21.2

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369-WXL


369-WXL


369-WXL



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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

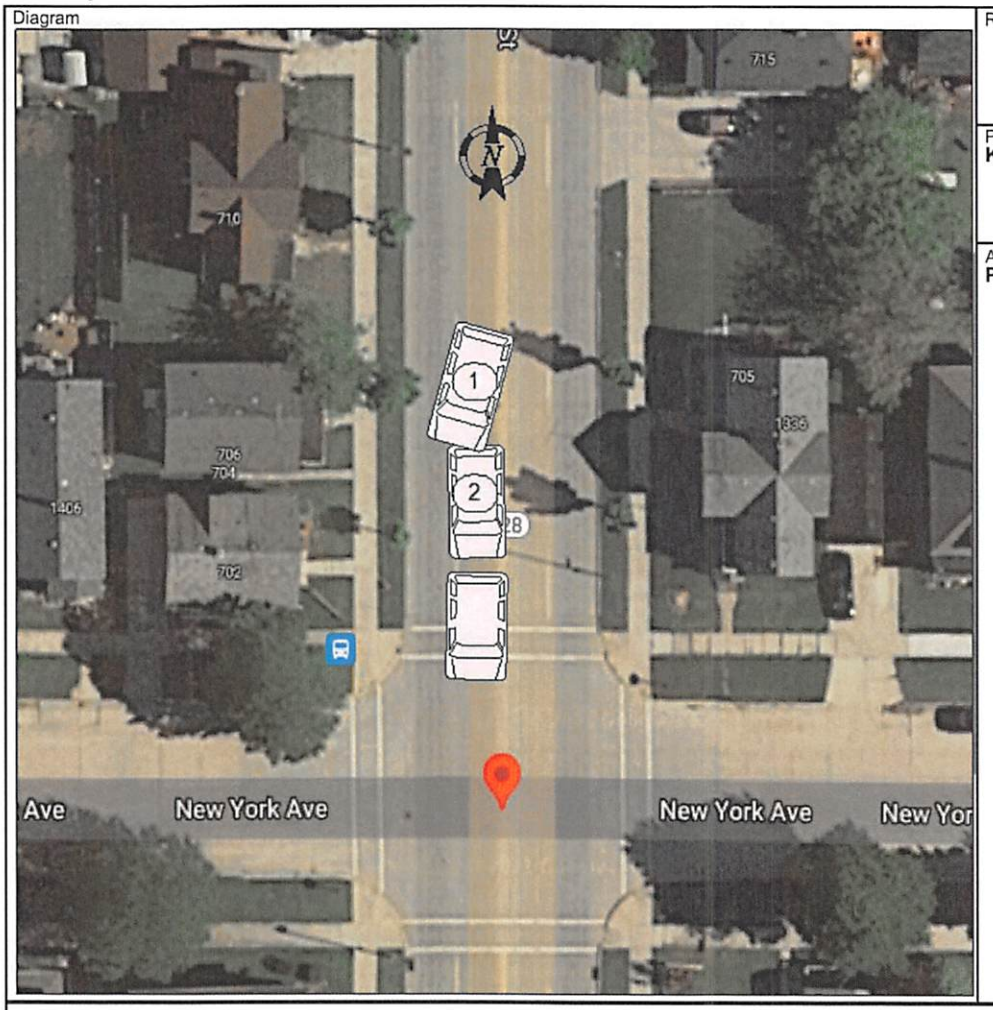
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FC

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy	
			SERGEANT A. KUNDINGER	
Crash Date 08/09/2021	Crash Time 03:36 PM	Date Arrived 08/09/2021	Time Arrived 03:47 PM	
Date Notified 08/09/2021	Time Notified 03:36 PM	Total Units 02	Total Injured 01	Total Killed 00
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed / ☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related NO	Tags	
☑ Reportable	Crash Type DT4000 (STANDARD CRASH)		☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By
KUNDINGER

Additional Information
PHOTOS

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 2 WAS DRIVING SOUTH BOUND ON N 14TH ST APPROACHING NEW YORK AVE WHEN A VEHICLE IN FRONT OF UNIT #2 STOPPED ABRUPTLY. UNIT #2 WAS ABLE TO STOP BEFORE COLLIDING WITH THAT UNIT. UNIT # 1 WAS FOLLOWING UNIT #2. DRIVER STATED THAT HE SAW THE CARS STOPPING AND TRIED TO STOP BUT WAS UNABLE TO DO SO BEFORE STRIKING UNIT # 2. DRIVER STATED HE WAS NOT DISTRACTED AND SAW IT HAPPENING BUT JUST COULD NOT STOP IN TIME TO AVOID THE COLLISION. DRIVER OF UNIT #2 DID COMPLAIN OF NECK PAIN BUT REFUSED MEDICAL TREATMENT AT THE TIME OF THE ACCIDENT.

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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 14TH ST/ STH28 WB 11 FT S OF NEW YORK AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.751968239	Longitude -87.722945415
	X Coordinate 441797.5	Y Coordinate 4844579
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) WET	Roadway Factor(s)	
Environment Factor(s) WEATHER CONDITIONS	NOT APPLICABLE	
Weather Condition(s) CLOUDY, RAIN		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION-RELATED	FOUR-WAY INTERSECTION

Unit Summary

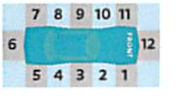
UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel SOUTHBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

UNIT 01 — VEHICLE 01

Vehicle

License Plate Number E7300	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR6JGB00068	Make FORD	Year 2018	Model EXPLORER
Color MAR - MAROON (BURGUNDY)	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT		
Extent Of Damage FUNCTIONAL DAMAGE			



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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Towed Due To Damage: TOWED BUT NOT DUE TO DISABLING DAMAG	Vehicle Removed By: OWNER
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: FOLLOWING TOO CLOSE	
Owner Name: SHEBOYGAN CITY (920) 459-3333	Owner Address: 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT 01 — INDIVIDUAL 001

Policy Holder

Insurance Company: SELF-INSURED	Government: SHEBOYGAN CITY

Individual

Driver: DEKKER JEFFREY JAMES MCCABE	Citations Issued: 0	Sex: MALE
	Date of Birth: 10/09/1996	Race: WHITE
Address: 533 MAPLE AVE OOSTBURG, WI 53070 , US	Driver License Number: M2101709636902 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: POLICE		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury

Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist	Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol	Suspected Alcohol Use	Suspected Drug Use
	NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
(SPORT) UTILITY VEHICLE	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	SOUTHBOUND	☐	25	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

UNIT 02 — VEHICLE 02

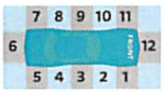
License Plate Number	Plate Type	St	Country of Issuance
369WXL	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
5GTDN136868157769	HUMMER	2006	H3 SUV

Color	Body Style	Bus Use
BLK - BLACK	LL - CARRYALL	

Initial Contact Point	Vehicle Damage
06 - REAR	06 - REAR

Extent Of Damage
MINOR DAMAGE



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — VEHICLE

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	
Driver Actions	
NO CONTRIBUTING ACTION	

Owner Name	Owner Address
MINDY MILLER SMITH (920) 889-1369	2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — INDIVIDUAL

Policy Holder

Insurance Company	Individual
PROGRESSIVE-CASUALTY-INS-CO	MINDY SMITH

Individual

Driver	Citations Issued	Sex
MINDY MILLER SMITH (920) 889-1369	0	FEMALE
	Date of Birth 09/30/1977	**Race** WHITE

Address	Driver License Number
2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US	S5305537785002 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
POSSIBLE INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action
NOT DISTRACTED

Non Motorist

Striking Unit #	Location

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C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 002

Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: **NO**	Suspected Drug Use: **NO**	
Alcohol Test Given: **TEST NOT GIVEN**	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: **TEST NOT GIVEN**	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: **APPEARED NORMAL**			

#13-21

Item 34.

MAR 21 2022

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

3/14/2022 4:34 PM
Certified Mail 9489 0090 0027 6274 0749 96 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: $2,556.67 (PD: $1,726.01 MP: $830.66)
Amount of Insured's Deductible: WAIVED

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 3/1/22

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATERD BY MCCABE, DEKKER STRUCK OUR INSUREDS VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSUREDS VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Christine Jones

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

PROGRESSIVE
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (888)-489-4214
Fax: (888) 781-6947

3/1/2022 7:54:00 AM

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

RE:

Date of Loss:	08-09-21
Our Insured:	SMITH, MINDY
Our Claim No.:	**21-4210327**
Your Insured:	MCCABE, DEKKER
Your Claim/Policy No.:	13-21

Please take this letter as formal notice of our subrogation rights with regards to the above-captioned claim. Artisan and Truckers Casualty Company paid $830.66 on behalf of our insured's medical bills incurred as a result of the above accident. These medical payments are reimbursable under the provisions of our insured's policy of insurance.

For your reference, the medical payments already paid include:

Injured Party/Client:	**Total:**
SMITH, MINDY	$830.66

Also be advised this claim has been referred to the InsMed Team for further handling. We ask at the time of settlement that a separate check be issued to us directly and include Artisan and Truckers Casualty Company as a payee in order to expedite the settlement. Payment should be sent to Subrogation Payment Processing Center 24344 Network Place Chicago, IL 60673-1243.

We ask that you sign and return a copy of this letter to us as acknowledgment of our lien. Thank you in advance for your anticipated cooperation.

InsMed Team
Subrogation Department
(888) 489-4214
Artisan and Truckers Casualty Company

Enclosures

cc. - /

==========

TO: Artisan and Truckers Casualty Company - 21-4210327

I am in receipt of your notice of lien, and by signing below I do agree to protect said lien at time of settlement.

_____

(Insurance Company Rep. Signature) (Date)

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: $818.00
Total Paid: $830.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
WI RADIOLOGY SPECIALIYSTS									
	MEDPAY	08-18-21 / 08-18-21	$80.00	$68.00		02-24-22		94440276	03-10-22
INSURED REIMBURSEMENT									
	MEDPAY	08-18-21 / 08-18-21	$0.00	$80.00		02-23-22		93915661	02-24-22
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$175.00	$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	$563.00	$520.78		08-25-21		87383796	09-07-21

VI

R. C. No. 267 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 92 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC.

F+P

CITY CLERK

THE MILWAUKEE CENTER
111 EAST KILBOURN AVENUE, 19TH FLOOR
MILWAUKEE, WI 53202-6622

MTFN.COM
MAIN 414.273.1300
FAX 414.273.5840

OCT 8 '21 AM

MEISSNER TIERNEY FISHER & NICHOLS S.C.

16-21
MKC

WILLIAM T. STUART
ATTORNEY AT LAW
WTS@MTFN.COM

October 7, 2021

Process Server
Date: 10/8/21 Time: 10:25 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

VIA HAND DELIVERY
City of Sheboygan
c/o Meredith DeBruin, City of Sheboygan City Clerk
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081

RE: Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and Wis. Stat. § 893.80(1d)(b)

Dear Ms. DeBruin:

Please be advised that our office represents Sheboygan Resort Operator LLC d/b/a Blue Harbor Resort ("SRO"), and Sheboygan Acquisitions LLC ("SA") in connection with all matters relating to the Blue Harbor Resort Condominium Association, Inc. ("Association").[1]

This letter serves as SRO's and SA's Notice of Circumstances and Notice of Claim to the City of Sheboygan, a Wisconsin municipal corporation (the "City"), providing notice of both the circumstances of SRO's and SA's claim against the City pursuant to Wis. Stat. § 893.80(1d)(a) and notice of that claim, including SRO's and SA's respective addresses and an itemized statement of relief, pursuant to Wis. Stat. § 893.80(1d)(b). SA's address is 1111 Willis Avenue, Wheeling, Illinois 60090. SRO's address is 725 Blue Harbor Dr., Sheboygan, Wisconsin 53081.

A number of disputes regarding the Condominium have arisen between the Association on the one hand and SRO and SA as owners of one or more Units in the Condominium on the other hand. One of those disputes involves the Association's failure to enforce the requirement contained in documents affecting the Condominium which prohibit any person from occupying any Unit in the Condominium for a period exceeding twenty-nine (29) consecutive days (the "29-Day Restriction"). The resolution of that dispute may involve matters upon which the City is entitled to be heard. The City is therefore likely to be made a party to any lawsuit involving the interpretation and enforceability of the 29-Day Restriction.

At this time SRO and SA anticipate that the City will only be named as an interested party in any lawsuit it files against the Association related to the interpretation of the 29-Day Restriction. To the extent the naming of the City as an interested party in any such lawsuit involving the interpretation and enforceability of the 29-Day Restriction triggers the notice requirements of Wis. Stat. § 893.80, this letter serves as such notice. This letter also serves as such notice in the event the City becomes involved in such lawsuit in any other capacity other than an interested party.

---

[1]The Association is the association for the Blue Harbor Resort Condominium (the "Condominium"). The Condominium was created by that certain Declaration of Blue Harbor Resort Condominium dated June 24, 2004, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin (the "Register's Office") on June 29, 2004 as Document No. 1738057 as thereafter amended (the "Declaration"). Any capitalized term in this Notice that is not specifically defined in this Notice shall have the same meaning given to such term in the Declaration.

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The Declaration and other documents prohibit any individual from continuously occupying any Unit in the Condominium for a period of more than 29-day consecutive days. On June 21, 2021, Unit 847 was sold to a new Unit Owner. It is SRO's and SA's understanding that the new owner of Unit 847 is using this Unit as her permanent residence and is continually occupying the Unit. Accordingly, it is SRO's and SA's understanding that the owner of Unit 847 continuously occupied Unit 847 for more than twenty-nine consecutive days in violation of the 29-Day Restriction, has continued to do so since that time, and intends to do so on a going forward basis.

SRO and SA have brought these matters to the Association's attention. The Association has not taken any actions to enforce the 29-Day Restriction, and it is SRO's and SA's understanding that the Association is not going to take any actions to do so. Furthermore, other Unit Owners are listing their Units for sale as owner-occupied units, demonstrating that this issue will not be isolated if it is not addressed now.

The following will explain the circumstances surrounding SRO's and SA's claim in more detail.

1. The Documents Creating the 29-Day Restriction.

The Declaration states that no individual may continuously occupy a Unit for a period exceeding 29 days. Section 12.1 of the Declaration states as follows:

> Use. Declarant, each Unit Owner, and their respective agents, representatives, guests, tenants and invitees shall be subject to the use restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, which such restrictions include, without limitation, (i) the restriction imposed by the City's building code in effect on the date of this Declaration that no individual may continuously occupy a Unit for a period exceeding 29 days, and (ii) the restriction that the Building and Units are intended for and restricted exclusively to residential uses; provided, however, that Declarant reserves the right to use each of the unsold Units as a sample, model or sales office or management office for the Condominium.

A separate restriction on the continuous occupancy of a Unit beyond a 29-day period is also found in the South Pier District Restrictive Covenants And Cross Easement Agreement dated July 30, 2003 and recorded with the Register's Office on August 12, 2003 as Document No. 1701704, as amended by the First Amendment to South Pier District Restrictive Covenants and Cross Easement Agreement dated June 25, 2004 and recorded with the Register's Office on July 7, 2004 as Document No. 1739007 (the "Restrictive Covenant"). Section 6(h) of the Restrictive Covenant states as follows:

> The condominium units have been constructed to comply with the City of Sheboygan's building codes applicable to transient lodging. In order to comply with the City of Sheboygan's building codes, no individual may continuously occupy any particular condominium unit for a period exceeding 29 days. Any use of a condominium unit for any purpose other than as transient lodging will violate the City of Sheboygan's building codes and the City of Sheboygan shall have all rights and remedies available to it in connection with such violation, including without limitation, the right to require the owner of any such unit to bring his/her/its condominium unit into compliance with all applicable building codes. The issuance by the City of Sheboygan of an occupancy permit for any condominium

unit shall not be deemed to limit or restrict the City of Sheboygan's right to enforce its building codes and ordinances or its right to require any condominium unit owner to comply with such building codes and ordinances.

The City is a party to the Restrictive Covenant.

Each Unit Owner in the Condominium is expressly bound to the terms of the Restrictive Covenant. Section 7.8 of the Declaration states: "By acceptance of a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, covenants and easements set forth in the Restrictive Covenants and Cross Easement Agreement." Section 1.1(ii) of the Declaration defines the "Restrictive Covenants and Cross Easement Agreement" to mean the "South Pier District Restrictive Covenants and Cross Easement Agreement dated as of July 30, 2003, . . . as the same may be amended, modified or supplemented from time to time." Furthermore, Section 1.1(r) of the Declaration defines "Condominium Documents" to include both of the Declaration and the Restrictive Covenants and Cross Easement Agreement as defined above, and Section 19.1 of the Declaration provides that by accepting "a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, agreements, obligations, covenants and easements set forth in the Condominium Documents." Thus, each Unit in the Condominium is subject to a restriction prohibiting an individual from continuously occupying such Unit for a period exceeding 29 days.

2. Documents in the City's File Applicable to the Condominium.

On August 25, 2021, our firm delivered a public records request to the City pursuant to Wis. Stat. § 19.35 asking for various documents relating to the development of the Condominium (the "Public Records Request"). The City responded to the Public Records Request (and our additional follow-up requests) on various dates between August 27, 2021 and September 14, 2021.

As part of the City's responses to the Public Records Request, it provided copies of the Building Permits issued by the City for the sixteen (16) buildings in the Condominium. In each of those Building Permits, the following language was contained within the "Description/Remark" portion of those documents:

> STATE APPROVED PLAN—TRANSACTION ID 886098 &
> SITE ID 656660—RESIDENTIAL TYPE VB COMBUSTIBLE
> UNPROTECTED CLASS OF CONSTRUCTION; NEW PLAN 6,920
> SQ. FT. OCCUPANCY: R-1 TRANSIENT RESIDENTIAL.
> ONE OF 16 CONDO UNITS[2]

Thus, each of the Building Permits issued by the City state that the Condominium was to be constructed for an R-1 Transient Residential occupancy. Other documents in the City's responses to the Public Records Request support the conclusion that the Condominium was to be built for an "R-1 Transient Residential" occupancy. These documents include the following:

a. Letter dated July 21, 2003 from the Division of Safety & Buildings for the Department of State of Wisconsin ("Department") to Architectural Design Consultants Inc. ("ADC") This letter relates to the approval of the Condominium by the State of Wisconsin. The letter describes the Condominium project as an "Occupancy: R-1 Transient Residential".

[2] In four of the Building Permits, the clause states as follows: "SQ. FT. OCCUPANCY: 4-1 Transient Residential." The "4" appears to be a typographical error.

b. Letter dated March 30, 2004 from the Department to ADC. Again, this letter relates to the approval of the Condominium by the State of Wisconsin and describes the Condominium project as an "Occupancy: R-1 Transient Residential".

c. ADC Preliminary Plans dated February 16, 2003 states as follows: "The Blue Harbor Resort Condominiums development includes 16 buildings containing four rental units per building."

Three requests in the Public Records Request asked for copies of the City of Sheboygan's building code that was in effect on July 30, 2003, June 24, 2004 and June 25, 2004, including but not limited to any provisions in the City of Sheboygan's building code in effect on those dates that restricted individuals from continuously occupying any structures within the City of Sheboygan for a time period exceeding 29 days. In response to those three requests, the City made a binder available to us which contained the 2002 Wisconsin Enrolled Commercial Building Code (the "2002 Building Code"). Section 310.1 of the 2002 Building Code states in part as follows:

> **310.1 Residential Group R.** Residential Group R occupancy includes, among others, the use of a building or structure, or a portion thereof, for sleeping accommodations when not classed as an Institutional Group I. Residential occupancies shall include the following:
>
> R-1 Residential occupancies where the occupants are primarily transient in nature (less than 30 days) including:
> Boarding houses (transient)
> Hotels (including motels)
>
> .....

When read together, the documents set forth above make clear that (i) the Condominium was approved for an R-1 Transient Residential occupancy and (ii) according to Section 310.1 of the City of Sheboygan Building Code in effect on July 30, 2003, June 24, 2004, and June 25, 2004, as represented by the City, R-1 Residential occupancies were defined to be transient occupancies for less than 30 days. Thus, the 29-Day Restriction in the Declaration and the Restrictive Covenant operate to ensure the requirements of the R-1 definition in the 2002 Building Code were met (i.e., the occupancy of any Unit would be less than 30 days).

For purposes of Section 12.1 of the Declaration, there was clearly a restriction imposed by the City's building code in effect on June 24, 2004, and June 29, 2004 (the dates the Declaration was respectively signed and recorded) that no individual may continuously occupy a Unit for a period exceeding 29 days. These facts also provide further context for the provisions in Section 7 of the Restrictive Covenants.

3. Violation of the 29-Day Restriction.

As noted above, SRO and SA believe that at least one Unit Owner in the Condominium is currently occupying her Unit for non-transient purposes in continuous violation of the 29-Day Restriction. Moreover, SRO and SA understand that other Unit Owners are attempting to sell their Units and marketing the sale as being for non-transient purposes (i.e., for continuous owner-occupancy). The Association has not taken

any actions to enforce the 29-Day Restriction and apparently has taken the position that the 29-Day Restriction does not apply to any Units in the Condominium. SRO and SA therefore contend that the Association is failing and refusing to enforce the 29-Day Restriction in the Declaration and Restrictive Covenant.

II. Legal Action and Notice of Claim.

SRO and SA intend to pursue a legal action against the Association seeking a declaration that the 29-Day Restriction is enforceable and prevents any Unit Owner in the Condominium, or any other individual, from continuously occupying a Condominium Unit for a period exceeding 29 days. SRO and SA may name the City as an interested party in that lawsuit on the basis that it is a party to the Restrictive Covenant and/or that it may otherwise be entitled to be heard on the issues in the case as they involve one of the City's ordinances. *See* Wis. Stat. § 806.04(11). It will be the City's prerogative whether it chooses to be heard on any issues in that lawsuit. SRO and SA are not currently anticipating that either of them will seek any affirmative relief from the City. If, however, the 29-Day Restriction is deemed to be unenforceable as a result of any actions or omissions by the City, SRO and SA reserve the right to pursue the City for any such failures at a later time.

If you have any questions, please contact me.

Sincerely,

William T. Stuart
State Bar No. 1023839
111 E. Kilbourn Avenue, 19th Floor,
Milwaukee, Wisconsin 53202

Cc: Charles Adams, City Attorney

VI

R. C. No. 266 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 122 - 21 - 22. By City Clerk. February 7, 2022.

Submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC).

FTP

CITY CLERK

JAN 3 1 2022

MKC #23

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 31, 2022

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Process Server
Date: 1/31/22 Time: 1130 am pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Account Nos. 59281860858P and
59281860857P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2021 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Numbers 59281860858P and 59281860857P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed Statements of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2021 ("Statements"). The Statements properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim at the following amounts as of January 1, 2021 ("Assessed Values"):

Account No.	Assessment
59281860858P	$600,000
59281860857P	$ 14,150

7. Based on the Assessed Values, the City issued the Claimant 2021 tax bills in the following amounts ("Tax Bills"):

Account No.	Tax
59281860858P	$15,726.25
59281860857P	$ 370.87

8. The Claimant timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $16,097.12, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Kristina E. Somers

46724340

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 31, 2022

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

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Account Nos. 59281860858P and
59281860857P

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By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Kristina E. Somers

46724340

VI

R. C. No. 265 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P 2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 135 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck.

FtP

CITY CLERK

GEICO
geico.com

GEICO Casualty Company

Claim #24-21
MKC
3-15-2022

One Geico Center
Macon, GA 31296-0001

03/10/2022

City Clerk Of Sheboygan

1315 N 23rd St STE 101
Sheboygan, WI 53081-3180

Company Name:	GEICO Casualty Company
Claim Number:	063065466 0000 002
Loss Date:	Friday, October 29, 2021
Policyholder:	Colin Mc Culley
Your Insured:	City of Sheboygan
Your Claim Number:	(89755 / Wisconsin)

Dear City Clerk Of Sheboygan,

Our investigation shows your insured to be at fault in the accident.

We paid our insured's vehicle claim. Documentation is attached. Please honor our claim and remit payment. **Please ensure our claim number is included when remitting payment.**

Our Interest:	$383.60
Insured's Deductible:	$1,500.00
Rental:	$0.00
Total:	$1,883.60

When remitting payment, please make your check payable to GEICO Casualty Company as subrogee of . **Please ensure our claim number is included when remitting payment.** Payment should be remitted to:

GEICO Casualty Company
ATTN: Cashiers
One GEICO Center

Macon, GA 31296

If you have questions, please contact me at the number below. Please refer to our claim number when writing or calling about this claim.

Sincerely,

Brittany Shine
478-744-5078
Payment Recovery Unit

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

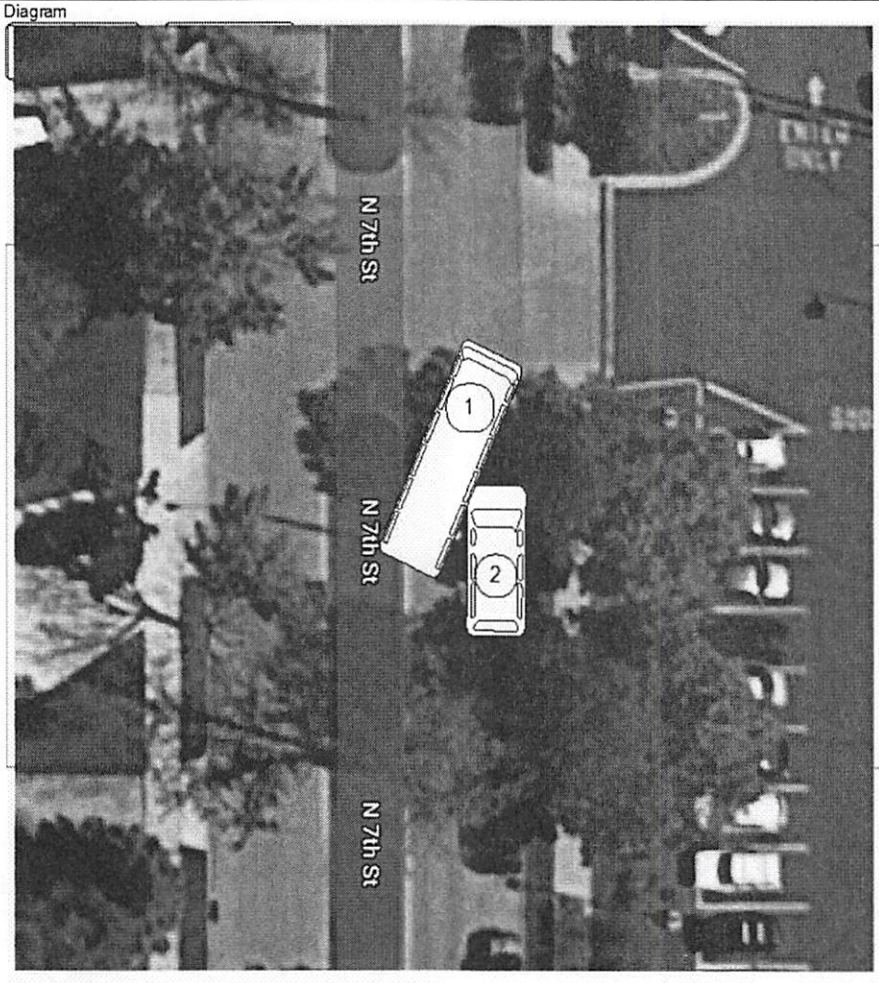
G7L0GL84FF

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			SERGEANT A. KUNDINGER
Crash Date: 10/29/2021	Crash Time: 03:13 PM	Date Arrived: 10/29/2021	Time Arrived: 03:29 PM
Date Notified: 10/29/2021	Time Notified: 03:13 PM	Total Units: 02	Total Injured: 00 / Total Killed: 00

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related: NO		Tags	
☑ Reportable	Crash Type: DT4000 (STANDARD CRASH)			☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By

Additional Information
NONE

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 1, A SHEBOYGAN FIRE TRUCK, OPERATING DURING A CALL BUT NOT ON EMERGENCY, WAS TRAVELING NORTH ON NORTH 7TH ST. UNIT #1 THEN ATTEMPTED TO MAKE A RIGHT HAND TURN INTO SHEBOYGAN MEMORIAL HOSPITAL AT 2629 N 7TH ST. AS UNIT # 1 MADE THE RIGHT TURN IT STRUCK UNIT #2 IN THE FRONT DRIVER SIDE BUMPER. UNIT #2 WAS LEGALLY PARKED FACING NORTH ON NORTH 7TH ST JUST SOUTH OF THE DRIVEWAY TO SHEBOYGAN MEMORIAL HOSPITAL.

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 7TH ST 635 FT N OF BELL AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.772049285	Longitude -87.711268651
	X Coordinate 442756.71875	Y Coordinate 4846801
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location SHOULDER RIGHT	
Manner of Collision 01 - ANGLE		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLOUDY			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location DRIVEWAY ACCESS	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel NORTHBOUND	☐ Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function FIRE TRUCK		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

UNIT 01 — VEHICLE 01

Vehicle

License Plate Number 89755	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 4P1BAAFF6FA015152	Make PIERCE MFG INC	Year 2015	Model FIRE
Color RED - RED	Body Style FT - FIRE TRUCK		Bus Use
Initial Contact Point 03 - RIGHT SIDE MIDDLE	Vehicle Damage 03 - RIGHT SIDE MIDDLE		
Extent Of Damage MINOR DAMAGE			



G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: RIGHT TURN	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: IMPROPER TURN	
Owner Name: SHEBOYGAN CITY (920) 459-3315	Owner Address: 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event: RIGHT TURN
03	Event: PARKED MOTOR VEHICLE
04	Event:

UNIT — **Policy Holder**

Insurance Company: SELF-INSURED	Government: SHEBOYGAN CITY

UNIT — **Individual**

INDIVIDUAL

Driver: KURT DAVID MILLER (920) 451-5553	Citations Issued: 0	Sex: MALE
	Date of Birth: 11/07/1982	Race:
Address: W5747 WOODLAND RD PLYMOUTH, WI 53073 , US	Driver License Number: M4605048240703 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: FIRE-FIGHTER		Safety Equipment: SHOULDER & LAP BELT
Row: 01 - FRONT ROW	Seat Position: 07 - LEFT	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

UNIT 01 001 — **Injury**

Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist	Striking Unit #	Location
Prior Action		
Action		
Action Other		To/From School

Drug & Alcohol	Suspected Alcohol Use	Suspected Drug Use
	NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type:

Individual Condition: APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
LEGALLY PARKED	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER VAN	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
0		0	0	0

Insurance?	Direction Of Travel	Pre Crash Tire Mark	Speed Limit	Total Lanes
YES	NORTHBOUND	☐	25	2

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/O TRAFFIC BARRIER	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat: NO

Vehicle

UNIT 02 — VEHICLE 02

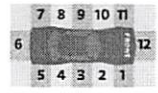
License Plate Number	Plate Type	St	Country of Issuance
456PUG	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
5FNRL5H62CB118089	HONDA	2012	ODYSSEY EX

Color	Body Style	Bus Use
SIL - SILVER (ALUMINUM)	VN - VAN	

Initial Contact Point	Vehicle Damage
11 - LEFT FRONT CORNER	10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT

Extent Of Damage: MINOR DAMAGE



Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 VEHICLE 02

What Driver Was Doing	Vehicle Factors
LEGALLY PARKED	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions
NO CONTRIBUTING ACTION

Owner Name	Owner Address
COLIN PATRICK MC CULLEY (920) 400-0185	1344 GREYSTONE DR PLYMOUTH, WI 53073 , US

Sequence Of Events

01	Event: PARKED MOTOR VEHICLE
02	Event: MOTOR VEH IN TRANSPORT
03	Event: RIGHT TURN
04	Event:

UNIT

Policy Holder

Insurance Company	Individual
GEICO-GENERAL-INS-CO	COLIN MC CULLEY

GEICO

09

For supplement requests visit partners.geico.com

4295 Ocmulgee East Blvd.
Macon, GA 31296
Phone: (630) 524-8956

Claim #: 0630654660000002-01
Workfile ID: d1157ba5

Estimate of Record

Written By: TOBY SIMMONS, 12/16/2021 9:56:54 AM
Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):
Colin Mc Culley
1344 Greystone Dr
Plymouth, WI 53073
(920) 400-0186 Evening
(920) 400-0186 Cellular
colinmcculley@gmail.com

Inspection Location:
1344 Greystone Dr
Plymouth, WI 53073
Field
(920) 400-0186 Day

Repair Facility:
BSOC

VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION
AUTOMATIC TRANSMISSION
DRIVER CONVENIENCE
KEYLESS ENTRY
MESSAGE CENTER
POWER DRIVER SEAT
POWER WINDOWS
POWER LOCKS
POWER MIRRORS
HEATED MIRRORS
POWER TRUNK/LIFTGATE
CRUISE CONTROL
INTERMITTENT WIPERS
TILT WHEEL
TELESCOPIC WHEEL
STEERING WHEEL TOUCH CONTROLS
CONSOLE/STORAGE
HOME LINK
INSTRUMENT PANEL
TRACTION CONTROL
STABILITY CONTROL
ALARM
AIR CONDITIONING
CLIMATE CONTROL
REAR DEFOGGER
HANDS FREE DEVICE
RADIO
AM RADIO
FM RADIO
STEREO
SEARCH/SEEK
CD PLAYER
AUXILIARY AUDIO CONNECTION
SATELLITE RADIO
ROOF
ELECTRIC GLASS ROOF
SAFETY
DRIVERS SIDE AIR BAG
PASSENGER AIR BAG
FRONT SIDE IMPACT AIR BAGS
HEAD/CURTAIN AIR BAGS
PAINT
CLEARCOAT PAINT
FRONT END
POWER STEERING
POWER BRAKES
ANTI-LOCK BRAKES (4)
GLASS & MIRRORS
DUAL MIRRORS
PRIVACY GLASS
SEATS
LEATHER SEATS
POWER PASSENGER SEAT
HEATED SEATS
RETRACTABLE SEATS
3RD ROW SEAT
CAPTAIN CHAIRS (2)
REAR CONVENIENCE
DUAL AIR CONDITIONING
DUAL POWER SLIDING DOORS
REAR END
BACKUP CAMERA
REAR WINDOW WIPER
REAR SPOILER
WHEELS
4-WHEEL DISC BRAKES
ALUMINUM/ALLOY WHEELS

Claim #: 063065466000000
Workfile ID: d1157ba5

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**							
2	* <>	Rpr	Bumper cover w/o park sensor	04711TK8A91ZZ			2.0	2.5
			NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
3	*		Add for Clear Coat					1.2
4		R&I	R&I bumper cover	04711TK8A91ZZ			1.0	
5		R&I	Air deflector	71110TK8A00			0.2	
6		R&I	License mount	71180TK8A00			0.2	
7		R&I	Center grille	71102TK8A00			0.2	
8		R&I	RT Outer grille	71103TK8A00			0.1	
9		R&I	LT Outer grille	71108TK8A00			0.1	
10	**FRONT LAMPS**							
11		R&I	LT R&I headlamp assy	33150TK8A01			0.3	
12	**FENDER**							
13	*	Rpr	LT Fender	60260TK8A90ZZ			1.5	1.9
			NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
14			Overlap Major Non-Adj. Panel					-0.2
15			Add for Clear Coat					0.3
16	*	R&I	LT Fender liner - Loosen	74151TK8A00			0.2	
17	**PILLARS, ROCKER & FLOOR**							
18	*	R&I	LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
19	**MISCELLANEOUS OPERATIONS**							
20	#	Repl	Corrosion protection		1	10.00 T	0.2	
21	#	Refn	Cover Car					0.2
22	#	Subl	Flex Additive		1	5.00 T		
23	**OTHER CHARGES**							
24	#		E.P.C.		1	3.00		
				SUBTOTALS		**18.00**	**6.2**	**5.9**

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

Claim #: 063065466000000
Workfile ID: d1157ba5

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				0.00
Body Labor	6.2 hrs	@	$ 60.00 /hr	372.00
Paint Labor	5.9 hrs	@	$ 60.00 /hr	354.00
Paint Supplies	5.9 hrs	@	$ 40.00 /hr	236.00
Miscellaneous				15.00
Other Charges				3.00
Subtotal				980.00
Sales Tax	$ 980.00	@	5.0000 %	49.00
County Tax	$ 980.00	@	0.5000 %	4.90
Total Cost of Repairs				**1,033.90**
Deductible				1,500.00
Total Adjustments				**1,500.00**
Net Cost of Repairs				**-466.10**

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

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Claim #: 063065466000000
Workfile ID: d1157ba5

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 12/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

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

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

Claim #: 063065466000000
Workfile ID: d1157ba5

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Claim Number	: 0630654660000002-01
Version	:
Image FileName	: backdrivercorner
Image Label	: Driver Side Rear
Insured	: Mc Culley, Colin
Policy Number	: 4545302160
Claimant	: Mc Culley, Colin
Year	: 2012
Make	: Honda
Model	: Odyssey EX-L
VIN	: 5FNRL5H62CB118089
Loss Date	: 10/29/2021
Appraiser	: SIMMONS, TOBY
Photo Added Date	: 12/16/2021

GEICO

WISCONSIN

For supplements visit:partners.geico.com
PO BOX 1231
Manitowoc, WI 54221
Phone: (920) 412-8102

Claim #: 0630654660000002-01
Workfile ID: d1157ba5

Supplement of Record 1 Summary

Written By: JEFFREY SCHMITZ, 2/9/2022 11:56:04 AM
Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):
Colin Mc Culley
1344 Greystone Dr
Plymouth, WI 53073
(920) 400-0186 Evening
(920) 400-0186 Cellular
colinmcculley@gmail.com

Inspection Location:
MIKE BURKART FORD
3110 COUNTY RD PP
PLYMOUTH, WI 53073
Repair Facility
(920) 893-6961 Evening

Appraiser Information:
(920) 412-8102

Repair Facility:
MIKE BURKART FORD
3110 COUNTY RD PP
PLYMOUTH, WI 53073
(920) 893-6961 Evening
391027312 Federal ID
Mark Leonhard
<markl@burkartford.com>

VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION
AUTOMATIC TRANSMISSION
DRIVER CONVENIENCE
KEYLESS ENTRY
MESSAGE CENTER
POWER DRIVER SEAT
POWER WINDOWS
POWER LOCKS
POWER MIRRORS
HEATED MIRRORS
POWER TRUNK/LIFTGATE
CRUISE CONTROL
INTERMITTENT WIPERS
TILT WHEEL
TELESCOPIC WHEEL
STEERING WHEEL TOUCH CONTROLS
HOME LINK
INSTRUMENT PANEL
TRACTION CONTROL
STABILITY CONTROL
ALARM
AIR CONDITIONING
CLIMATE CONTROL
REAR DEFOGGER
HANDS FREE DEVICE
RADIO
AM RADIO
FM RADIO
STEREO
SEARCH/SEEK
CD PLAYER
AUXILIARY AUDIO CONNECTION
ROOF
ELECTRIC GLASS ROOF
SAFETY
DRIVERS SIDE AIR BAG
PASSENGER AIR BAG
FRONT SIDE IMPACT AIR BAGS
HEAD/CURTAIN AIR BAGS
PAINT
CLEARCOAT PAINT
FRONT END
POWER STEERING
POWER BRAKES
ANTI-LOCK BRAKES (4)
GLASS & MIRRORS
DUAL MIRRORS
PRIVACY GLASS
LEATHER SEATS
POWER PASSENGER SEAT
HEATED SEATS
RETRACTABLE SEATS
3RD ROW SEAT
CAPTAIN CHAIRS (2)
REAR CONVENIENCE
DUAL AIR CONDITIONING
DUAL POWER SLIDING DOORS
REAR END
BACKUP CAMERA
REAR WINDOW WIPER
REAR SPOILER
WHEELS
4-WHEEL DISC BRAKES
ALUMINUM/ALLOY WHEELS

Claim #: 063065466000000
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

CONSOLE/STORAGE	SATELLITE RADIO	**SEATS**

Claim #: 0630654660000001
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line		Oper		Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**								
2		S01		O/H front bumper				1.8	
3			R&I	Air deflector	71110TK8A00			Incl.	
4			R&I	Center grille	71102TK8A00			Incl.	
5			R&I	RT Outer grille	71103TK8A00			Incl.	
6			R&I	LT Outer grille	71108TK8A00			Incl.	
7	** <>	S01	Repl	A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
				NOTE: MORE COST EFFECTIVE TO REPLACE					
8		S01		Add for Clear Coat					1.2
9	**	S01	Repl	A/M License mount	HO1068115	1	13.65	0.2	
				NOTE: HIDDEN DAMAGE					
10	**	S01	Repl	A/M LT Spacer	HO1042138	1	15.75	0.1	
				NOTE: HIDDEN DAMAGE					
11	**GRILLE**								
12	**	S01	Repl	A/M Grille	HO1200207	1	127.00	0.7	
				NOTE: HIDDEN DAMAGE					
13	**FRONT LAMPS**								
14			R&I	LT R&I headlamp assy	33150TK8A01			0.3	
15	**FENDER**								
16	*	S01	Rpr	LT Fender	60260TK8A90ZZ			2.0	1.9
				NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
				AGREED TO MORE TIME					
17		S01		Overlap Major Non-Adj. Panel					-0.2
18				Add for Clear Coat					0.3
19	**	S01	Repl	A/M LT Fender liner	HO1248141	1	102.00	0.4	
				NOTE: HIDDEN DAMAGE					
20	*	S01	R&I	Mud guard front & rear set	08P00TK8100			0.2	
				NOTE: LF ONLY					
21	**PILLARS, ROCKER & FLOOR**								
22	*		R&I	LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
23		S01	R&I	LT Glass assy Honda	73370TK8A01			1.0	
				NOTE: REMOVAL FOR REPAIR					
24	**MISCELLANEOUS OPERATIONS**								
25	#		Repl	Corrosion protection		1	10.00 T	0.2	
26	#		Refn	Cover Car					0.2
27	#		Subl	Flex Additive		1	5.00 T		
28	#	S01	Repl	Glass Installation Kit		1	25.00		
				NOTE: FOR LT PILLAR GLASS					
29	**OTHER CHARGES**								

Claim #: 063065466000000
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

30	#	E.P.C.	1	3.00		
		SUBTOTALS		**719.40**	**7.1**	**6.4**

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				701.40
Body Labor	7.1 hrs	@	$ 60.00 /hr	426.00
Paint Labor	6.4 hrs	@	$ 60.00 /hr	384.00
Paint Supplies	6.4 hrs	@	$ 40.00 /hr	256.00
Miscellaneous				15.00
Other Charges				3.00
Subtotal				1,785.40
Sales Tax	$ 1,785.40	@	5.0000 %	89.27
County Tax	$ 1,785.40	@	0.5000 %	8.93
Total Cost of Repairs				**1,883.60**
Deductible				1,500.00
Total Adjustments				**1,500.00**
Net Cost of Repairs				**383.60**

Claim #: 063065466000000
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

SUPPLEMENT SUMMARY

Line			Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
Changed Items									
5			R&I	Air deflector	71110TK8A00			-0.2	
3		S01	R&I	Air deflector	71110TK8A00			Incl.	
7			R&I	Center grille	71102TK8A00			-0.2	
4		S01	R&I	Center grille	71102TK8A00			Incl.	
8			R&I	RT Outer grille	71103TK8A00			-0.1	
5		S01	R&I	RT Outer grille	71103TK8A00			Incl.	
9			R&I	LT Outer grille	71108TK8A00			-0.1	
6		S01	R&I	LT Outer grille	71108TK8A00			Incl.	
13	*		Rpr	LT Fender	60260TK8A90ZZ			-1.5	-1.9
				NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
16	*	S01	Rpr	LT Fender	60260TK8A90ZZ			2.0	1.9
				NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
				AGREED TO MORE TIME					
Deleted Items									
2	* <>		Rpr	Bumper cover w/o park sensor	04711TK8A91ZZ			-2.0	-2.5
				NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
3	*			Add for Clear Coat					-1.2
4			R&I	R&I bumper cover	04711TK8A91ZZ			-1.0	
6			R&I	License mount	71180TK8A00			-0.2	
14				Overlap Major Non-Adj. Panel					0.2
16	*		R&I	LT Fender liner - Loosen	74151TK8A00			-0.2	
Added Items									
2		S01		O/H front bumper				1.8	
7	** <>	S01	Repl	A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
				NOTE: MORE COST EFFECTIVE TO REPLACE					
8		S01		Add for Clear Coat					1.2
9	**	S01	Repl	A/M License mount	HO1068115	1	13.65	0.2	
				NOTE: HIDDEN DAMAGE					
10	**	S01	Repl	A/M LT Spacer	HO1042138	1	15.75	0.1	
				NOTE: HIDDEN DAMAGE					
11	**GRILLE**								
12	**	S01	Repl	A/M Grille	HO1200207	1	127.00	0.7	
				NOTE: HIDDEN DAMAGE					
17		S01		Overlap Major Non-Adj. Panel					-0.2
19	**	S01	Repl	A/M LT Fender liner	HO1248141	1	102.00	0.4	
				NOTE: HIDDEN DAMAGE					

Claim #: 0630654660000001
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

20	*	S01	R&I	Mud guard front & rear set NOTE: LF ONLY	08P00TK8100			0.2
23		S01	R&I	LT Glass assy Honda NOTE: REMOVAL FOR REPAIR	73370TK8A01			1.0
28	#	S01	Repl	Glass Installation Kit NOTE: FOR LT PILLAR GLASS		1	25.00	
				SUBTOTALS		**701.40**	**0.9**	**0.5**

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				701.40
Body Labor	0.9 hrs	@	$ 60.00 /hr	54.00
Paint Labor	0.5 hrs	@	$ 60.00 /hr	30.00
Paint Supplies	0.5 hrs	@	$ 40.00 /hr	20.00
Subtotal				805.40
Sales Tax	$ 805.40	@	5.0000 %	40.27
County Tax	$ 805.40	@	0.5000 %	4.03
Total Supplement Amount				**849.70**
NET COST OF SUPPLEMENT				**849.70**

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	1,033.90	TOBY SIMMONS
Supplement S01	849.70	JEFFREY SCHMITZ
Workfile Total:	**$ 1,883.60**	
TOTAL ADJUSTMENTS:	**$ 1,500.00**	
NET COST OF REPAIRS:	**$ 383.60**	

Claim #: 063065466000000
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 02/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

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

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

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #: 063065466000000
Workfile ID: d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
7	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1000293 A/M Bumper cover w/o park sensor Quote: 1166779092 Expires: 03/24/22	$ 418.00
9	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1068115 A/M License mount Quote: 1135088785 Expires: 02/14/22	$ 13.65
10	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1042138 A/M LT Spacer Quote: 1135088785 Expires: 02/14/22	$ 15.75
12	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1200207 A/M Grille Quote: 1166779092 Expires: 03/24/22	$ 127.00
19	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1248141 A/M LT Fender liner Quote: 1166779092 Expires: 03/24/22	$ 102.00



Claim Number	0630654660000002
Pay To The Order Of	Colin Patrick Mc Culley

Financials

Gross Amount	$383.60
Net Amount	$383.60
Backup Withholding	$0.00

Payment Identification

Issued Date	02/11/2022
Mail To Name	Colin Patrick Mc Culley
Mail To Address	1344 Greystone Dr, Plymouth, WI, 53073-4573
Memo	Collision Coverage
Payment Type	Customer Choice
Check Number	230974760

Related Documents

Document Name

Reserve Line Allocation

Exposure	Reserve Line	Cost Type	Amount
Colin Patrick Mc Culley - Collision (2012 HONDA)	Collision	Loss	$383.60

IV

R. C. No. 282 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Res. No. 168 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.

WHEREAS, it is the sense of the council that it is appropriate to add a position entitled "Neighborhood Engagement Specialist." This position will work with interested parties to create and expand neighborhood associations, to provide liaison services to existing associations, to assist with implementation of new and existing housing rehabilitation programs, and to assist with affordable housing funded programs; and

WHEREAS, funding for the position will come from the Affordable Housing Fund and Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to hire a Neighborhood Engagement Specialist in the Planning and Development Department.

BE IT FURTHER RESOLVED: That said Neighborhood Engagement Specialist shall be included in the City's Table of Organization and shall be placed in Class Grade D thereof.

BE IT FURTHER RESOLVED: That funding for the position shall come from the Affordable Housing Fund and Community Development Block Grant funds.

BE IT FURTHER RESOLVED: That the Director of Planning and Development shall work with the Finance Director to submit a budget transfer resolution to the Common Council for all funding not already provided for as part of the 2022 Budget prior to expending such funds.

EtP
3/28 - Motion to adopt fails in Committee
3 Nay (Rlde, Ackley, Filicky-Peneski)
2 Yea (Mitchell, Perrella)

BE IT FURTHER RESOLVED: That the City Administrator (in the absence of the Human Resources Director) shall create an updated copy of the table of organization including this position and file it with the City Clerk. Pursuant to Sec. 82-31, Sheboygan Municipal Code, said updated copy shall be included annually as part of the non-represented compensation plan.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 289 - 21 - 22. By PUBLIC WORKS COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

71

Item 39.

R. O. No. 106 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
November 15, 2021

Submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets.

The Department of Public Works and the Public Works committee shall identify the preferred locations of the pianos. The locations proposed include:

- Fountain Park Monument
- Corner of N. 8th Street and Wisconsin Avenue
- City Green stage
- 434 South Pier Drive (public walkway)
- 900 Broughton Drive (public shelter by memorial)
- 501-509 N. 8th Street

Dr. Watson would hire a piano tuner yearly to tune the pianos in the spring. City staff would be responsible for putting on and taking off the winter covers.

DIRECTOR OF PLANNING AND DEVELOPMENT

PW
2022-2023 council

Pelishek, Chad

From: Toby Watson <tobytylerwatson@gmail.com>
Sent: Sunday, November 7, 2021 10:10 PM
To: Sokolowski, Steve; Pelishek, Chad; Toby Watson
Subject: Music in the streets- Piano Donation

Good day Chad and Steve,

Here are the four locations that might work for the painted pianos (see attached photos corresponding to the narrative below).

I have a group of volunteers meeting next week to finish the weather tight preparation work and the painting of the pianos. I will then donate the pianos to the City, the Kohler Arts Center, the Children's Museum or another non profit, along with the Winter covers. I can place them in the desired locations and have them secured in those locations with a stainless steel eye hook and cable to the back of the piano. With the Winter covers there would be no need to move the pianos once in place. I envision the City of Sheboygan groundskeeping removing the covers in Spring and reapplying them in Fall. I will coordinate a piano tuner to tune them each Spring.

Here are a few ideas for locations, with corresponding photos attached:

1) Fountain Park monument (1013 N. 8th St., Sheboygan). The piano would face the sidewalk, and there will be 2 eye hooks to the rear of the piano, so they can be cable secured to the iron fence. Otherwise, it could be secured to the brick planter wall with a tapcon eye hook.

2) The corner of N. 8th Street and Wisconsin Ave. (800 N. 8th St., Sheboygan)

, where there is a concrete seating area. The piano would back up to the back side of the bench, and again, could be fastened to the concrete with a simple eye hook tapcon. Each piano will have these eye hooks and a stainless steel cable and keylock (given to the city).

3) Alternatively, it could be placed at 738 New York Ave., Sheboygan. This is the sound stage park on the North side of the street. It could be secured by an eye hook tapcon to the base of the east side of the stage area.

4) 434 S. Pier Drive, Sheboygan. This is the walkway between the ice cream store and Lino's Italian restaurant. Placement would be up against a light pole, and again, a single stainless steel cable could secure the piano around the base of the pole.

5. 900 Broughton Drive, Sheboygan. This just south of the beach, and just north of the Hmong and Lao memorial. The piano would be secured by the cable around one of the shelter posts or an eye hook to a post.

6. 501-509 N. 8th St., Sheboygan. This is a vacant lot I own, and donate to the Kohler Art Center for an art feature. The piano would be secured to the side wall via an eyehook tapcon.

If you need more ideas for locations, let me know.
Toby

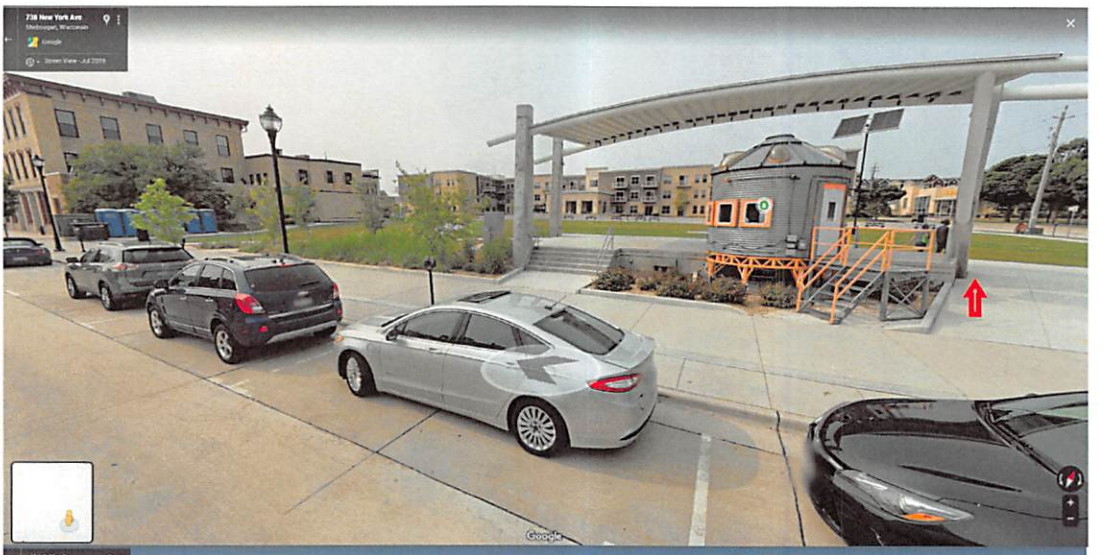
Dr. Toby Watson
2808 Kohler Memorial Drive, Suite 1
Sheboygan, WI 53081

920-918-7377

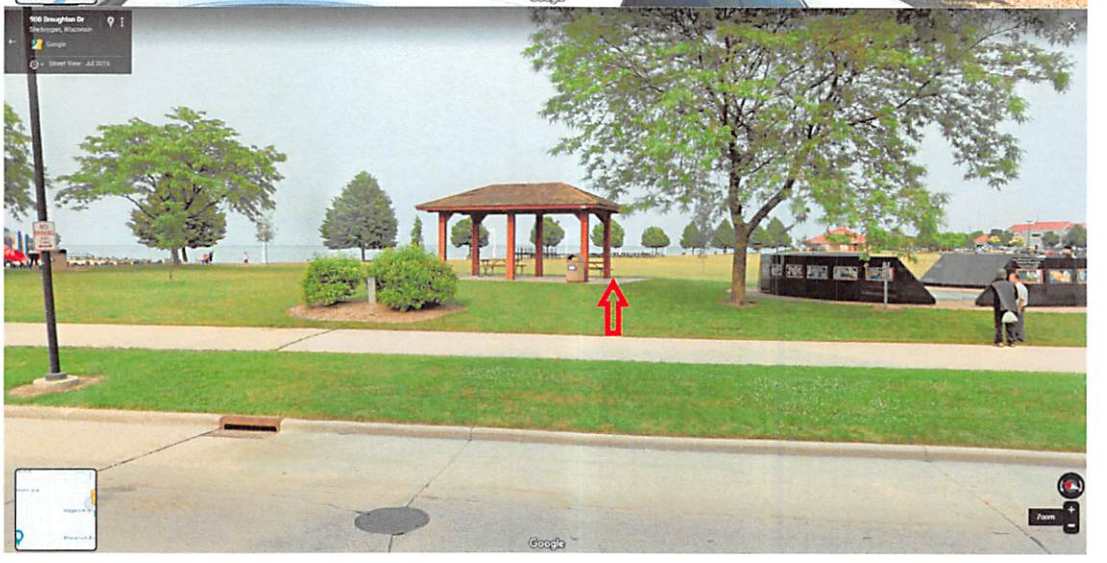







738 New York Ave
Sheboygan, Wisconsin
Google
Street View - Jul 2019
Google


434 S Pier Dr
Sheboygan, Wisconsin
Google
Street View - Jul 2019
Google


900 Broughton Dr
Sheboygan, Wisconsin
Google
Street View - Jul 2019
Zoom
Google



Virus-free. www.avg.com

R. C. No. 791 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 18, 2022.

Your Committee to whom was referred R. C. 322-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referred to the Licensing, Hearings, and Public Safety Committee of the 2022-2023 council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. 322 - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3355	Koubardulis, John	710 Pennsylvania Avenue

LHPS 21-22

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 76 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3345	Bartlett, Raymond A.	1321 New York Avenue
3352	Bramstedt, Jacob	1229 Whittier Ave., Howards Grove
1327	Castillo, Tera L.	1904 N. 6th Street
7782	Heyman, Benjamin F.	1410 Lincoln Avenue
3351	Kannich, Samantha J.	712 Broughton Drive #18
3355	Koubardulis, John	710 Pennsylvania Avenue
3353	Malwitz, Melissa L.	621 School Avenue, Oshkosh
3349	Perez, Pascual A.	1416 New York Avenue
3346	Shrestha, Hayley E.	1614A Georgia Avenue
3356	Smith, Tania	1022 Clara Avenue
3354	Todd, Stephanie	3513C Eisner Court

AHPS
9-30 Hold #3355
10-15 Hold #3355.
10-28 Hold #3355

VI

R. C. No. 290 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 18, 2022.

Your Committee to whom was referred R. O. No. 139-21-22 by City Clerk submitting various license applications; recommends granting the following license with caveats (*) and (**):

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 7 LLC located at 1006 Geele Avenue.
*grant contingent upon payment of monies owed by proposed agent to the City

CHANGE OF AGENT

Laurie Holtz is replacing Dewaine Fugate as agent effective immediately for Speedup 9 LLC located at 1230 N. Taylor Drive.

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 11 LLC located at 1211 Weeden Creek Road.
*grant contingent upon payment of monies owed by proposed agent to the City

SIDEWALK CAFE (April 14, 2023)

No.	Name	Address
3480	Arrosto Delicatessen	1418 N. 13th Street
3150	Craft 30	908 Michigan Avenue
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "B" BEER LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue

**grant contingent upon fixing the premises descriptions

"CLASS C" LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue

**grant contingent upon fixing the premises descriptions

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17th Street

**grant contingent upon fixing the premises descriptions

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 139 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 7 LLC located at 1006 Geele Avenue.

CHANGE OF AGENT

Laurie Holtz is replacing Dewaine Fugate as agent effective immediately for Speedup 9 LLC located at 1230 N. Taylor Drive.

CHANGE OF AGENT

Tana Herr is replacing Dewaine Fugate as agent effective immediately for Speedup 11 LLC located at 1211 Weeden Creek Road.

SIDEWALK CAFE (April 14, 2023)

No.	Name	Address
3480	Arrosto Delicatessen	1418 N. 13th Street
3150	Craft 30	908 Michigan Avenue
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "B" BEER LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue

UHB

"CLASS C" LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17th Street

X

Gen. Ord. No. 43 - 21 - 22. By Alderperson Dekker. April 18, 2022.

AN ORDINANCE granting Old World Creamery, LLC, its successors and assigns, the privilege of encroaching upon described portions of St. Clair Avenue right of way in the City of Sheboygan for the purpose of creating a concrete approach.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Old World Creamery, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon part of Block 84 of the original plat, part of the NE 1/4 of Section 22, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin; and further described as follows:

BEGINNING AT THE NE CORNER OF BLOCK 84 OF THE ORIGINAL PLAT; THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°34'51"W 77.96 FEET ALONG THE NORTH LINE OF BLOCK 84; THENCE N00°25'09"E 1.50 FEET; THENCE N83°57'16"E 81.21 FEET; THENCE S00°32'20"W 10.64 FEET; THENCE N89°34'51"W 2.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 490 SF (0.011 ACRES) OF LAND.

for the purpose of creating a concrete approach in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Old World Creamery, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Old World Creamery, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Old World Creamery, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

CityPlan

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

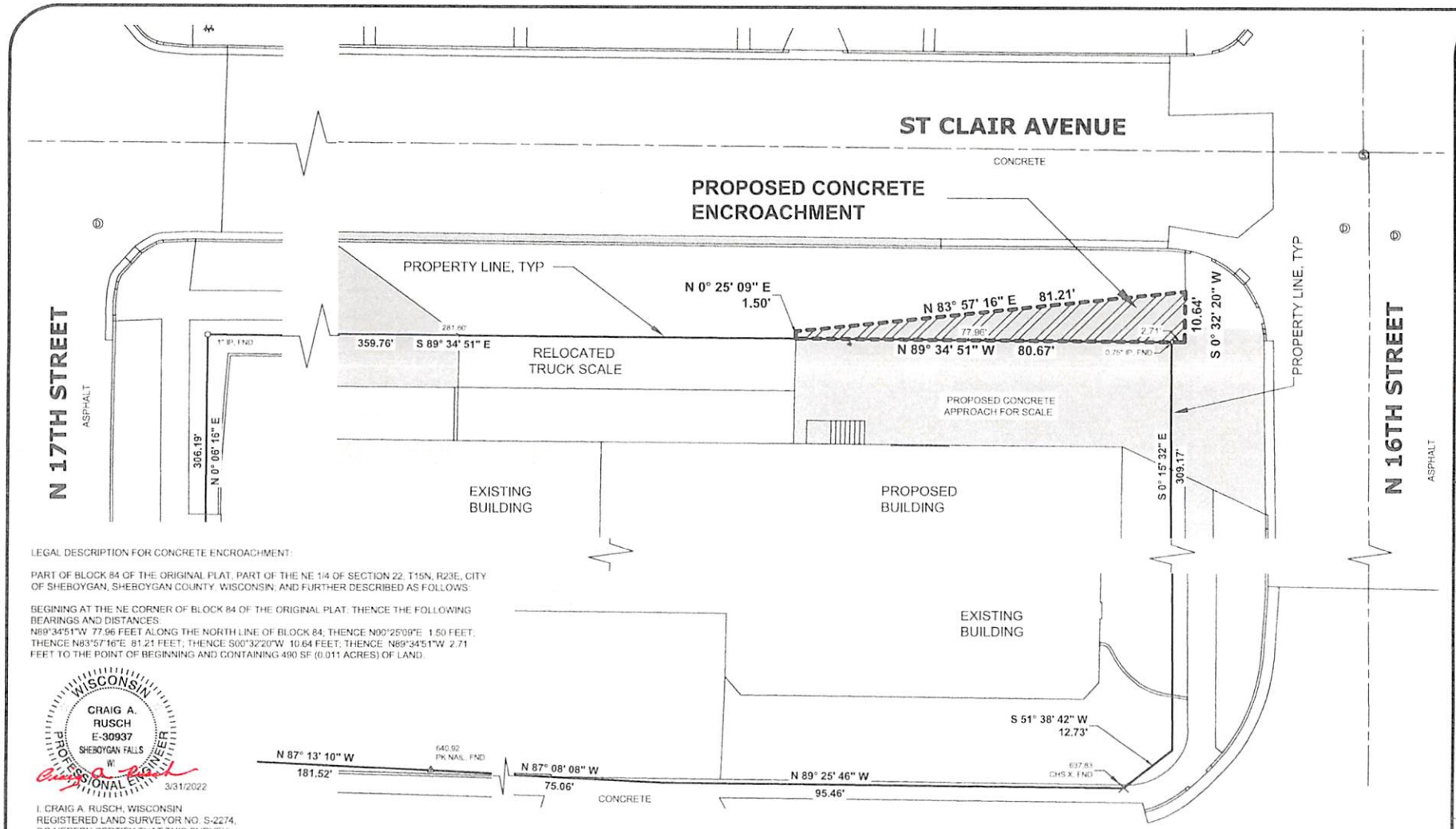
Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

_____

I HEREBY CERTIFY that the foregoing Ordinance 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



LEGAL DESCRIPTION FOR CONCRETE ENCROACHMENT:

PART OF BLOCK 84 OF THE ORIGINAL PLAT, PART OF THE NE 1/4 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

BEGINING AT THE NE CORNER OF BLOCK 84 OF THE ORIGINAL PLAT; THENCE THE FOLLOWING BEARINGS AND DISTANCES:
N89°34'51"W 77.96 FEET ALONG THE NORTH LINE OF BLOCK 84; THENCE N00°25'09"E 1.50 FEET; THENCE N83°57'16"E 81.21 FEET; THENCE S00°32'20"W 10.64 FEET; THENCE N89°34'51"W 2.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 490 SF (0.011 ACRES) OF LAND.

WISCONSIN
CRAIG A. RUSCH
E-30937
SHEBOYGAN FALLS
PROFESSIONAL ENGINEER
3/31/2022

I, CRAIG A. RUSCH, WISCONSIN REGISTERED LAND SURVEYOR NO. S-2274, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NORTH

GRAPHIC SCALE
0 20
1 inch = 20 ft.

BEARINGS AND DISTANCES SHOWN ARE REFERENCED TO THE NORTH LINE OF BLOCK 84, WHICH BEARS S89°34'51"E AND BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM.

PARCEL NUMBER: 59281205260
PARCEL OWNER: OLD WORLD CREAMERY LLC
PARCEL ADDRESS: 1606 ERIE AVENUE

OLD WORLD CREAMERY:
ALL OF BLOCK 84 OF THE ORIGINAL PLAT AND THE VACATED EAST - WEST ALLEY WITHIN SAID BLOCK 84; EXCEPT THAT PART DEEDED FOR RIGHT OF WAY IN VOLUME 1440, PAGES 143 TO 144, DOCUMENT NO. 1448324, PART OF THE NE 1/4 OF SECTION 22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

CONCRETE ENCROACHMENT EXHIBIT

No.	Revision	Date
5	---	---
4	---	---
3	---	---
2	---	---
1	---	---

Wagner EXCAVATING Inc

2022 Building Additions
Old World Creamery
1606 Erie Avenue
Sheboygan, Wisconsin

DATE
3/31/22

1