

FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

April 11, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

- Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - March 28, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 6. R. O. No. 138-21-22 / 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.
- 7. Res. No. 168-21-22 / March 21, 2022: A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.
- 8. Res. No. 173-21-22 / April 6, 2022: A RESOLUTION authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.
- 9. DIRECT REFERRAL Res. No. 175-21-22 / 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.
- 10. Claims to be referred to the Finance and Personnel Committee of the 2022-2023 Common Council: RO 135-21-22, RO 122-21-22, RO 92-21-22, RO 88-21-22, RO 69-21-22, RO 123-20-21, RO 75-20-21, RO 137-21-22

- 11. Claims to be filed: RO 107-21-22, RO 143-20-21, RO 121-21-22, RO 112-21-22, RO 109-21-22
- 12. "LITIGATION" Documents to be referred to the Finance and Personnel Committee of the 2022-2023 Common Council: RO 105-21-22, RO 79-21-22, RO 68-21-22, RO 32-21-22, RC 325-20-212 (RO 109-20-21), RO 133-21-22
- 13. "LITIGATION" Documents to be filed: RO 110-21-22, RO 87-21-22, RO 67-21-22, RC 331-20-21 (RO 160-20-21), RC 327-20-21 (RO 124-20-21), RC 323-20-21 (RO 79-20-21), RC 320-20-21 (RO 46-20-21)

ITEMS FOR DISCUSSION ONLY

- 14. CIP Cable TV
- 15. CIP Information Technology
- 16. CIP Planning and Development
- 17. CIP Uptown Social

DATE OF NEXT REGULAR MEETING

18. April 25, 2022

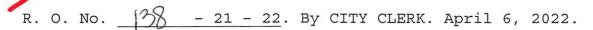
ADJOURN

19. 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

Item 6.



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.

CITY CLERK

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.

ACKNOWLEDGMENT

WISCONSIN DEPARTMENT OF REVENUE,

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 <u>www.wisbar.org/taxappeals</u> or see <u>Ch. 73.01 of the Wisconsin Statutes</u> and <u>Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission</u>.

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 BOA ASSESSORS FOR MANUFACTURIN PROPERTY (Personal Property Assessment) (Real-Property-Assessment) WISCONSIN DEPARTMENT OF REVENUE PO BOX 8907 MADISON, WISCONSIN 53708 Respondent.	NG
TO: THE WISCONSIN TAX APPEALS COMMISSION:	-)
The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination Board of Assessors dated: February 2, 2022	on of the State
1. Full name, address & telephone number of petitioner: 2. Computer nos. shown on Assessment notion	ice:
Georgia-Pacific Corrugated LLC	
3. Address of personal property: 4. Assessment date:	
1927 Erie Avenue 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 Total value	
\$471,900 \$552,100	
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:	

	Petitioner's opinion of the value as of the assessment date: (Real	l Property Assessment Only)
	Lond	
	Land	
	Improvements	
	Total	
).	Petitioner's opinion of the value as of the assessment date: (Pers	onal Property Assessment Only)
	Manufacturer's stock	Furniture & fixtures
		\$64,729
	Boats & watercraft	All others
		\$1,600
	Machinery & equipment	Total value
	\$111,005	\$177,334
1.	Was subject property appraised within the past 5 years? If Yes	☐ Yes
	A. Date of appraisal:	
	B. Appraised value:	
	C. Name and address of appraiser:	
	D. Will testimony concerning this appraisal be presented at the h	earing?
	☐ 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 purchase special circumstances surrounding the sale.	r's name, address of the property, date of sale, purchase price, and any
	special circumstances surrounding the said.	
2.	Name, address and telephone number of the petitioner's represent Don M. Millis, Kristina Somers, Sara R. Rapkin, Shawn E. Lovell, a	

Wisconsin Tax Appeals Commission Suite 110 5005 University Avenue Madison, WI 53705

(608) 266-1391

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 168-21-22 authorizing the addition of a Neighborhood

Engagement Specialist to the City of Sheboygan Table of Organization.

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

REPORT DATE: April 8, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

The Department of City Development currently assigned neighborhood liaisons to support the neighborhood associations under the City's Neighborhood Revitalization Strategy and Community Policing Strategy. This is handled under the Mayor's Neighborhood Leadership Cabinet (MNLC). Since this Community Policing Strategy was implemented by Chief Domagalski in the Sheboygan Police Department in 2010, 12 neighborhood associations were established. The Police Departments Neighborhood Districts is made of the 72 neighborhoods. In 12 years, only 17% of the neighborhoods have established neighborhood associations.

A review of the neighborhood communities such as Oshkosh and Green Bay are establishing between 5 and 6 neighborhood associations a year. For Sheboygan, we have partnered with Sheboygan Neighborhood Pride to help with organizing neighborhood associations, however over time challenges of recruitment of board members to SNP is slowing the number of associations that are recognized by the city.

In order to increase the number of new associations in a quicker timeframe, the Director of City Development and the Police Chief feel the city needs to dedicate a full-time person to building relationships with residents and creating anywhere from 4-7 neighborhood associations in a given year. Therefore, the Neighborhood Engagement Specialist position, if approved would be added to the City of Sheboygan Table of Organization to focus on creating neighborhood associations, as well as assisting the administration of housing rehab programs that are planned to be implemented with funding from the Affordable Housing Fund.

STAFF COMMENTS:

The position would be funded with Community Development Block grant funds and the Affordable Housing Funds based on the new revenue from the closing of the Tax Incremental Districts. The position description is attached.

1

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 168-21-22 authorizing addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table Organization.

ATTACHMENTS:

I. Res. No. 168-21-22



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.



the Human Resources Director) sorganization including this posi	at the City Administrator (in the absence of shall create an updated copy of the table of tion and file it with the City Clerk. Pursuant pal Code, said updated copy shall be included resented compensation plan.
	foregoing Resolution was duly passed by the heboygan, Wisconsin, on the day of .
Approved	20, Mayor

Item 7.

Neighborhood Engagement Specialist

Direct Supervisor: Director of City Development Planning and Development Division

Version Date: March 2022

Salary Grade: D

FLSA Status: Non-Exempt, Not Represented



Position Summary:

The City is seeking a qualified Neighborhood Engagement Specialist as an essential component of the City's Neighborhood Revitalization Strategy to collaborate with city staff and community stakeholders to grow the recognized neighborhoods associations in the city. The ideal candidate would have strong oral and written communication skills. The candidate should have extensive experience working with external community partners.

Essential Responsibilities:

The Neighborhood Engagement Specialist reports directly to the Director of Planning and Development and will be a full-time position with the following duties:

- Attend meetings (evenings and some weekends) with neighborhood leadership to plan and implement neighborhood improvement efforts.
- Act as main contact for community members who have questions on City programs/services and as a main contact between City and the community by advising community members on City program/policies/services.
- Report on important issues and activities in the assigned geographic areas to City leadership.
- Explain and facilitate City processes and help to identify City funds to support housing rehabilitation, affordable housing opportunities and overall neighborhood development.
- Partner with neighborhood leadership to improve quality of life issues for communities.
- Provide coordination and direction between the Planning and Development division, the Sheboygan Police Department and other city departments in initiating and responding to neighborhood initiatives, plans, events, and requests.
- Serves as a neighborhood liaison on current recognized neighborhoods (will require evening meetings).
- Assist organizing neighborhood groups with their capacity-building needs to establish them as recognized associations via the following:
 - Technical assistance as determined by the neighborhood.
 - Attending neighborhood meetings.
 - Identifying key leaders in new neighborhoods to begin discussion on neighborhood associations.
- Assists in the administration of city operated housing rehabilitation programs.
- Performs other related duties as may be assigned.

Desired Qualifications:

- Commitment to public service
- Personal understanding of the impact neighborhood groups and residents can have on communities and cities.
- Commitment to teamwork within an organization.
- Ability to work collaboratively with multiple external partners.

Item 7.

Neighborhood Engagement Specialist

Qualifications & Skills:

- Ability to create and maintain a warm, hospitable and welcoming environment for guests and visitors and exercise good judgment, courtesy, and tact to maintain effective working and public relationships.
- Ability to learn the laws, ordinances, and regulations with respect to functions performed.
- Ability to work independently with minimal direct supervision.
- Ability to handle multiple priorities and projects.
- Experience in community outreach and leadership development preferred.

Post Job Offer Requirements:

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

Work Environment:

The work environment and physical demands characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Department Summary:

The Planning and Development Division actively promotes a diverse, safe and dynamic community and enhance the living, working and recreational choices for all Sheboygan citizen and visitors. The vision of the Planning and Development Division is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse neighborhoods that define and give Sheboygan its unique character.

Acknowledgement:

The job description includes the essential responsibilities of the position and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific essential responsibilities does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the job description for this position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six values of the City's Strategic Plan.

Employee Name:		
Employee Number:		
Employee Signature:	 	
Date:		

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 173-21-22 authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.

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

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

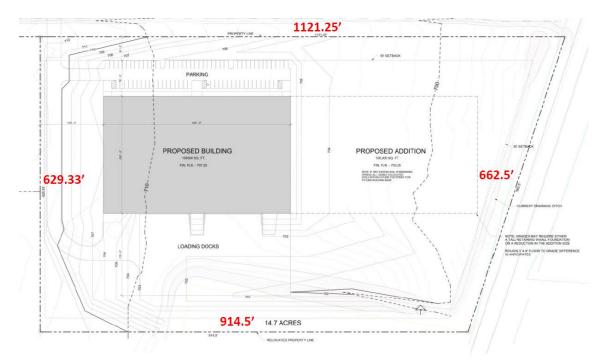
Sheboygan Southpoint Development, LLC is a developer from Appleton that is interested in purchasing 14.7 acres in the SouthPointe Enterprise Campus in order to construct a 100,000 square foot industrial spec building with the option of adding another 100,000 square foot expansion in the future.



Per the offer to purchase the developer would purchase the 14.7 acres at \$25,000/acre for a total of \$367,500. The City is responsible for creation of the lot through the certified survey map process which the Department of Public Works is currently working on.

STAFF COMMENTS:

Due to construction costs, the project will require a TIF incentive. Terms of the minimal investment and TIF incentive will be provided in a separate developer's agreement to be executed 90 days after approval of the offer to purchase. The proposed site plan and rendering of the building that would be built are shown below:





ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 173-21-22 authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.

ATTACHMENTS:

I. Res. No. 173-21-22

Item 8.



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.

FAP

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

WB-13 VACANT LAND OFFER TO PURCHASE

	LICENSEE DRAFTING THIS OFFER ON March 22, 2022 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	The Buyer,
4	offers to purchase the Property known as A portion of parcel 59281470996
	See Addendum A
6	[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 of of
8	County of Wisconsin, on the following terms:
	PURCHASE PRICE The purchase price is Three Hundred Sixty-Seven Thousand, Five Hundred
10	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
13	
	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
	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 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 <u>both</u> binding acceptance and performance.
36	CLOSING This transaction is to be closed onwithin 30 days of waiving financial contigency.
37	
38	at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39	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 SETRIKE 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
54	disbursement agreement.

55 ■ 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 fearnest 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; (3) (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.

EGAL 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

80 _______ If "Time is of the Essence" applies to a date or Deadline, 81 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 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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, reseind the contract of sale . . . by delivering a written notice of reseission to the owner or the owner's agent." Buyer may also have certain reseission 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 reseission 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.

100 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- منا 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead

of 12. Item 8.

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission 118 lines located on but not directly serving the Property.

- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic 120 substances on neighboring properties.
- 121 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 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but 124 that are not closed or abandoned according to applicable regulations.
- 125 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.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use 133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 I. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 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.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the 147 county.
- 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.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an 169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other 177 Defect or material condition.

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- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a 181 lease agreement or an extension of credit from an electric cooperative.
- 182 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 restrictions, 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.
- 191 CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such 192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program 193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not 194 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.
- 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 230 where one or both of the properties is used and occupied for farming or grazing purposes.
- 231 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 232 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).

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	contingencies.
	PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245	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,
249	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.
251	Proposed Use: Buyer is purchasing the Property for the purpose of: Spec warehouse / light industrial
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	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].
256	X ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257	251-255.
258	SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259	would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260	development.
261	N/A PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a
262	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
263	the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
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265	ALL THAT APPLY \square conventional in-ground; \square mound; \square at grade; \square in-ground pressure distribution; \square holding
266	tank; other:
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268	<u>x</u> 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
269	significantly delay or increase the costs of the proposed use or development identified at lines 251-255.
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271	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
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278	X water at lot line ; X telephone at lot line ; X cable at lot line ;
279	□ other
280	N/A ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public
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	stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY \square rezoning; \boxtimes conditional use permit;
200	☑ variance; ☐ other for the Property for its proposed use described at lines 251-255.
285	☑ 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 days of
200	seller agrees to cooperate with payer as necessary to satisfy this contingency. Duyer is shall deriver, within 1200 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
289	a registered land surveyor, within90 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290	("Seller's" if neither is stricken) expense. The map shall show minimum of14 acres, maximum of16 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292	Property, the location of improvements, if any, and: N/A
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	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
	This contangency chair be decined editioned aniese bayon, whilling days after the dedunite for delivery of said map, delivers

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these

300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially 301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of 302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written 304 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.

³¹³ NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of ³¹⁴ the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any ³¹⁵ other material terms of the contingency.

³¹⁶ Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed ³¹⁷ unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to ³¹⁸ Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be ³¹⁹ reported to the Wisconsin Department of Natural Resources.

320 X INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319).

- 321 (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.
- 323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of <u>suitable soil for construction determined by boring testing</u>
 325 (list any Property component(s)

to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

- 327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent 329 inspector or independent qualified third party.
- 330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
- 331 CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), 332 as well as any follow-up inspection(s).
- 333 This contingency shall be deemed satisfied unless Buyer, within <u>150</u> days ("15" if left blank) after acceptance, delivers 334 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 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
- 336 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.
- 339 NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the 340 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or 341 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 342 of the premises.
- 343 RIGHT TO CURE: Seller (shall)(shall net) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
 344 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.

349 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:

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- (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.

355	X FII	NANCING	COMMITMEN	T CONTINGENC	Y: This	Offer is conting	gent upon	Buyer being	able to ob	otain a written
356	Convent	ional Lo	an	[loan type	or spec	cific lender, if an	y] first mor	tgage loan co	mmitment	as described
357	below, wit	thin150	days after	acceptance of thi	s Offer.	The financing s	selected sh	all be in an ai	mount of n	ot less than \$
358	6,365,0	00.00	for a term	of not less than_	5	years, amor	tized over	not less than	20	_ years. Initial
359	monthly p	ayments o	f principal and	interest shall not	exceed	\$ 42,007.00		Buyer ack	nowledges	s that lender's
360	required i	monthly pa	ayments may	also include 1/12	2th of th	ne estimated n	et annual	real estate ta	axes, haza	ard insurance
361	premiums	, and priva	te mortgage in	surance premium	s. The r	mortgage shall r	not include	a prepaymen	t premium	. Buyer agrees
362	to pay dis	count poin	ts in an amoun	t not to exceed _		% ("0" if left b	olank) of th	e Ioan. If Buy	er is using	multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow 366 lender's appraiser access to the Property. 367 ■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments 369 shall be adjusted as necessary to maintain the term and amortization stated above. 370 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372. ☑ FIXED RATE FINANCING: The annual rate of interest shall not exceed ☐ ADJUSTABLE RATE FINANCING: The initial interest rate shall not exceed _ %. The initial interest rate 372 373 shall be fixed for months, at which time the interest rate may be increased not more than % ("2" if 374 _% ("1" if left blank) at each subsequent adjustment. left blank) at the first adjustment and by not more than _ 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes. 377 ■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment 380 (even if subject to conditions) that is: 381 (1) signed by Buyer; or 382 (2) accompanied by Buyer's written direction for delivery. 383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy 385 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to 386 provide the Ioan. Buyer understands delivery of a Ioan commitment removes the Financing Commitment 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded. 388 ■ <u>SELLER TERMINATION RIGHTS</u>: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of 390 written loan commitment from Buyer. 391 FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of 394 unavailability. 395 N/A SELLER FINANCING: Seller shall have 10 days after the earlier of: 306 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or 207 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within davs ("7" if left blank) after 404 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 405 406 the time of verification, sufficient funds to close; or 407 408 [Specify documentation Buyer agrees to deliver to Seller]. 409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject 443 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of 414 access for an appraisal constitute a financing commitment contingency. 445 N/A APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than 418 the agreed upon purchase price. 449 This contingency shall be deemed satisfied unless Buyer, within days after acceptance, delivers to Seller a copy 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase 424 price to the value shown on the appraisal report within days ("5" if left blank) after Buyer's delivery of the appraisal

422 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

421 to the appraised value.

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written 428 appraisal report and: 429

- (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:

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- (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

433 434 NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency. 435 N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of 436 Buyer's property located at 437 no later than (the Deadline). If closing does not occur by the Deadline, this Offer shall 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a 430 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of 441 bridge loan shall not extend the closing date for this Offer. 442 N/A BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within hours ("72" if 444 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; 445 446 (2) Written waiver of (name other contingencies, if any); and 447 448 Any of the following checked below: 449 Proof of bridge loan financing. 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. 452 Other: 453 454 finsert other requirements, if any (e.g., payment of additional carnest money, etc.) 455 N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to 450 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this 461 Offer becomes primary. 462 HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE 466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: 467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners 468 association assessments, fuel and 469 CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used. 470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. 471 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 472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE 473 APPLIES IF NO BOX IS CHECKED. 474 475 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 476 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

479 CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be 480 substantially different than the amount used for proration especially in transactions involving new construction, 481 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local 482 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.

488 TITLE EVIDENCE

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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 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use 493 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 495

(insert other allowable exceptions from title, if 496 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements 500 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates 501 making improvements to Property or a use other than the current use.

- 502 TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's 505 lender and recording the deed or other conveyance.
- 506 CAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) 507 STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-511 523).
- 512 DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney 513 or Buyer not more than 105 days after acceptance ("15" if left blank), showing title to the Property as of a date no more 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.
- 516 TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In days ("15" if left blank) from Buyer's delivery of the notice stating title objections. to 518 such event, Seller shall have 15 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to 520 remove said objections. Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not 523 extinguish Seller's obligations to give merchantable title to Buyer.
- 524 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 527 describing the planned improvements and the assessment of benefits.
- 528 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special 529 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are 530 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) 531 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 532 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 533 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).
- 534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the 536 (written) (oral) STRIKE ONE lease(s), if any, are N/A

537 538 . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

- 540 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.
- 543 BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

- 546 <u>DEADLINES</u>: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by 551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific 552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.
- 553 <u>DEFECT</u>: "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.
- 556 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- ⁵⁵⁷ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.
- ⁵⁵⁸ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.
- 559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (______) are part of 560 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.
- 564 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land 565 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.
- 586 **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 588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and 589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- 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.
- 594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting 596 party to liability for damages or other legal remedies.
 - If Buyer defaults, Seller may:

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- (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.
- 601 If <u>Seller defaults</u>, 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.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the 608 arbitration agreement.

609 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES 610 SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL 611 EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 612 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 613 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.

626 CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer 627 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed 628 upon the Property.

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this 636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding 639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding 649 FIRPTA.

650 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,

1050 2) Land grant equivalent to purchase of the land, less any municipal costs associated with

1051 transaction inducing up-to \$5,000 in municipal legal fees, 3) remaining incentive provided

1052 over 10 years in a pay-as-you-go format.

660 <u>Seller shall not be required to provide any brokerage commission to NAI Pfefferle, Buyer</u> 661 <u>shall take full responsibility for any commission paid.</u>

663 <u>During the term of this contract the Buyer shall be allowed to place signage on the</u>
664 <u>property and market the property for tenants.</u>

665	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and			
666	written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines			
	668-683.			
668	(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at			
669	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			
672	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			
	<u>line 679 or 680.</u>			
	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:			
681				
682	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			
685	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.			
686	X ADDENDA: The attached Addendum A is/are made part of this Offer.			
687	This Offer was drafted by [Licensee and Firm] Dane Checolinski, NAI Pfefferle			
	This Offer was drafted by [Licensee and Firm] Dane Checolinski, NAI Pfefferle			
688	00/00/00			
688 689	(x) Mark C. Schwei Buyer's Signature A Print Name Here A Date A			
688	(x) Mark C. Schwei Buyer's Signature A Print Name Here Date A			
688 689 690 691	(x) <u>Mark C. Schwei</u> Buyer's Signature ▲ Print Name Here ▶ Mark C. Schwei -Manager			
688 689 690	(x) <u>Mark C. Schwei</u> Buyer's Signature ▲ Print Name Here ▶ Mark C. Schwei -Manager			
688 689 690 691 692	(x) <u>Mark C. Schwei</u> Buyer's Signature ▲ Print Name Here ▶ Mark C. Schwei -Manager			
688 689 690 691 692 693	(x) Wark C. Schwei Buyer's Signature ▲ Print Name Here ▶ Mark C. Schwei -Manager Date ▲ Date ▲ Date ▲			
688 689 690 691 692 693 694	(x) Wark C. Schwei Buyer's Signature A Print Name Here Mark C. Schwei -Manager (X) Buyer's Signature A Print Name Here Date A SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS			
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688 689 690 691 692 693 694 695	(x) Mark C. Schwei Buyer's Signature A Print Name Here Mark C. Schwei -Manager Mark C. Schwei -Manager Mark C. Schwei -Manager 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. Mark C. Schwei -Manager Date A Date A			
688 689 690 691 692 693 694 695 696	(x) Mark C. Schwei Buyer's Signature Print Name Here Mark C. Schwei Buyer's Signature Print Name Here Coffer 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) Seller's Signature Print Name Here Date Date Date Date Date Date Date Date			
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688 689 690 691 692 693 694 695 696 697 700 701 702 703	(x) Mark C. Schwei Buyer's Signature Print Name Here Mark C. Schwei -Manager Mark C. Schwei -Manager Date			
688 689 690 691 692 693 694 695 696 697 698 699 700 701 702	(x) Mark C. Schwei Buyer's Signature Print Name Here Mark C. Schwei -Manager Mark C. Schwei -Manager Date			

ADDENDUM A TO WB-13 COMMERCIAL OFFER TO PURCHASE

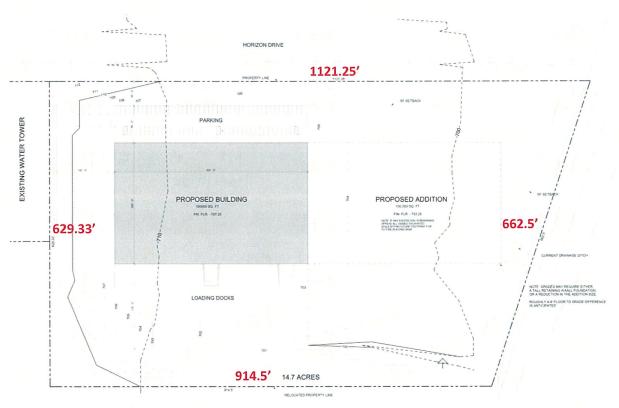
Dated: 22 March 2022

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 Add	iress
2021 🗸	Real Estate	59281470996	281 - CITY OF SHEBOYGAN		CITY OF SHE 828 CENTER SHEBOYGAN 53081-4442	AVE
Tax Year Legend	i: 4\$ = 0	wes prior year taxes	🛛 = not assessed	= not taxed	Delinquent	Current

Summary

Property Summary	为一种,但是 是
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 Company of the				
Name	<u>Status</u>	Ownership Type	Interest	
CITY OF SHEBOYGAN	CURRENT OWNER			

Parent Parcels		
Parcel Number A	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 A	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type	# Plat		
2	09		23 E						NOT AVAILABLE		

[END]

CITY OF SHEBOYGAN REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution by Alderpersons Mitchell and Filicky-Peneski to authorize the appropriate City officials to issue a purchase order Hardline Equipment Inc. of Henderson CO for the purchase of a parking lot sweeping machine for the Sheboygan Parking Utility.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: March 31, 2022 MEETING DATE: April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: 65095000-641400 Wisconsin N/A

Budget Summary: Parking Utility Heavy Statutes:

Equipment Municipal Code: N/A

Budgeted Expenditure: \$134,224.38

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

The 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.

The 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.

The current manufacturing issues plaguing the United States and abroad have resulted in average lead times for new sweeper 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.



1

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STAFF COMMENTS:

City staff has reviewed the detailed specifications and determined that te demonstrator unit will meet the needs of te Utility in every respect. The current unit will be sold in an as-is condition with the proceeds returned to the Parking Utility's reserve fund..

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # 21--22 to authorize the appropriate City Officials to issue a Purchase Order to Hardline Equipment Inc. of Henderson CO for the purchase of a 2022 model Multihog CV350 Sweeper including delivery and training.. **ATTACHMENTS:**

I. Res # 175- 21-22

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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

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).

may be subject to a manuracturer	warranty	statement	(attached)	M -
				4
Finance & Personnel	-			
I HEREBY CERTIFY that the Common Council of the City of SI	heboygan,			
Dated	20			, City Clerk
Approved	20			, Mayor

Multihog

One Machine - One Operator - Endless Applications





- 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)
- 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)
- Sweeping width: 1200 2350 mm (47 92 in)
- Hopper volume: 1.5 m³ (2 yd³)

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.

© Multihog Limited 2021



CV MULTI-PURPOSE SWEEPER

THE CV

MORE THAN JUST A SWEEPER













- 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).





Po Box 39 Henderson, Co. 80640

Proposal

Date	No.				
3/14/2022	2651				

Phone: 303-288-8989 Fax: 303-288-8787

www.hard	ineequin	ment com
······································	meequip	ment.com

Name / Address					
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081					

Ship To		

P.O. No.	Rep	,	VIN#		Body S/N #	Body	/ Model #
	TS					Multih	og CV 350
Item	Qty	U/M		Description		Rate	Amount
Misc Multihog		еа	Part # 697-2: Equipment I Tier 4 Final - Gross vehic - Permanent - Part #'s 697 LT245/75/16 Maximum - 3 speed trai - 2 drive mod - Independen - Spacious, p mounting sys - Adjustable armrest with operation and - 7" high reso technology - Low level of - Low driver - Heated Rea - 24.85 mph - 150 amp alt - Disk brakes - Multi-disc p activation up engine off Adjustable s	cle weight 3500kg 4 wheel hydrostatic 7-1206 & 697-1098 5 tires with narrow mu Axle Load 5361 lbs. Insmission Ides — Road & Work It spring and damper seanoramic driver cab western Seat mounted, multifit twin miniature joystic Id control for improvedulution color screen we of vibration. In oise level. It view mirrors. It will travel speed It wi	drive BFG All Terrain ad guards suspension with cushioned unction control cks for ease of d driver comfort. vith anti-glare utomatic seat or turning the ustments of	0.00	130,650.00

Proposal Valid For 30 Days From Proposal Date

Total



Po Box 39 Henderson, Co. 80640

Proposal

	•	
Date	No.	
3/14/2022	2651	

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Name / Address	Ship To
Sheboygan, WI City of Bernard Rammer 828 Center Avenue Sheboygan, WI 53081	

P.O. No.	Rep		VIN#	Body S	/N # E	Body Model #
	TS				M	ultihog CV 350
Item	Qty	U/M	De	escription	Rate	Amount
fultihog			0 -100 liters/min. wit depending on flow sett graph for exact flow at - Maximum flow to frot to rear is 60 l/m Combined Maximum l/m - 2 double acting hydra- 1 double acting hydra- Front mounted hydra independent controls a lbs.) lift capacity - Emergency release broarking brake and allow the event of breakdowr- In Cab Pollen Filter- Cab heating - Cab doors with openi-Heavy duty cooling sy and oil cooling with two variable speed fans On Board Diagnostic and suction Hood - 1.5 Hopper	flow to front and rear is 10 flow to front and rear is 10 flow to front and rear is 10 flow to functions to the front fullic function to the rear fullic lift arms with and 750kg combined (1650 flow) ake system, to override the movement of machine in the flow movement of machine in the flow for engine, charge air in the flow of t	ow 00 t	376.00

Proposal Valid For 30 Days From Proposal Date

Total



Phone: 303-288-8989 Fax: 303-288-8787

www.hardlineequipment.com

Proposal

Date	No.
3/14/2022	2651

Name / Address		SI	Ship To			
Sheboygan, V Bernard Ram 828 Center A Sheboygan, V	mer venue					
P.O. No.	Rep		VIN#	Body S/N #	Body	y Model #
	TS				Multil	nog CV 350
Item	Qty	U/M	Description	n	Rate	Amount
Multihog	1		High pressure wash-down Pump and Lance with retractabl reel. Hose length-10m. Maximu Maximum flow-22 (697-2070) l/m. **High Pressure Washer M Operate off of Front Broom Flo	im pressure -170 bar.	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 light	S	374.40	374.40
Multihog	1		697-2074 LED rear hopper wor	k lights	487.50	487.50
Multihog			698-2109 2nd Flashing Beacon		289.00	289.00
Multihog	1		697-2101/2076 2 Camera kit with camera mounted on rear of hopper lid, a 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		419.25	419.25
Multihog	1		697-2080 In Cab Electronic Gro Control for Front Mounted Swe	eping 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 mount	ted 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 driver seat with 3-point seatbelt. back support, adjustable lumber support, head pouch.	, heated base and	926.25	926.25
Multihog	Proposal Valid For	30 Days F	697-2086 Cruise Control From Proposal Date	Total	633.75	633.75



Po Box 39 Henderson, Co. 80640

Proposal

Date	No.
3/14/2022	2651

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Name / Address	Ship To	
Sheboygan, WI City of		_
Bernard Rammer		
828 Center Avenue		
Sheboygan, WI 53081		

Ship To

P.O. No.	Rep	,	VIN#		Body S/N #	Body Model # Multihog CV 350	
	TS						
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	
A Property of the Company of the			Subtotal		ACTION OF THE PERSON OF THE PE		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)		sweeper brooms)	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/Sr Brush/Kick Broom (\$12,012 not curren				0.00			
Sales Discount			Attachments) (at same time)	ract Discount (Mu -4,358.00 if both a ustoms Fees and E	ttachments ordered		0.00
			Subtotal				0.00
Freight Costs			Freight Costs (1064 miles @ \$2.5	0/mile)	2,660.00	2,660.00
			Sales Tax			0.00%	0.00

Proposal Valid For 30 Days From Proposal Date

all

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:

- 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.
- Tyres.
- Attachments, components, parts or accessories of products or equipment not manufactured by Multihog Ltd.
- Used products or equipment.

LIMITED LIABILITY

- 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.
- 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.
- Multihog neither assumes nor authorizes any other to assume for it any other liability in connection with the sale or service of the equipment.
- No modifications, alterations, or changes to this limited warranty by an approved Multihog dealer are permitted or authorized.
- 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.
- 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.

Finnabair Business Park, Dundalk, Co. Louth, Ireland Tel: +353 4293 86738

Directors: J. McAdam & G. McHugh

info@multihog.com VAT Number: IE9679418F Company Reg. Number: 453637

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

- 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.

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 <u>support@starssmp.com</u> 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.

190611

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 <u>Contractor's Duties</u>. The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

2.2 <u>Statement of Purpose</u>. 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

1. Contractor

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

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.	With delegated auti	hority	
Print name:	Print name:		
Signature:	Signature:		
Title: Date:	Title:	Date:	
	3. Commissioner of Adn As delegated to The C	ninistration Office of State Procurement	
	Print name:		
	Signature:		
	Title:	Date:	

2. Office of State Procurement

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 (3nd 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 reapply 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 unowned 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)

- $\frac{100.00}{100.00}$ (\$1.00 X 100 hours = the Used Equipment Deduction)
- = \$19,900.00 (Subtotal)
- $\frac{1}{2}$ $\frac{1,200.00}{20\%}$ (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.

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.

59. 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.

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.

61. 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 unowned 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.

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The Contractor will pay all costs associated with replacing or swapping out the equipment.

62. 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.

62.1 **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.

62.2 **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:

- 62.2.1 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
- 62.2.2 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)

- $\frac{100.00}{100.00}$ (\$1.00 X 100 hours = the Used Equipment Deduction)
- = \$19,900.00 (Subtotal)
- $\frac{1}{2}$ \$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.

63. 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.

64. 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.

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 rightside 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 rightside 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:

- o Customer name
- State Contract number field
- Item/service description
- o 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: Contact Person: Street Address: PO Box: City, State, Zip Phone #: Toll Free #: Fax #: Email Address: Website: Hardline Equipment, LLC
Pat Egan
3087 Atwood Circle

Stillwater, MN 55082
612-666-7512

pat@hardlineequipment.com

www.hardlineequipment.com

Version of Excel used: Office 365

3.1 <u>4-WHEEL STREET SWEEPER</u>

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 10252 lbs Front Axle Rating 10252 lbs Front Suspension Rating 10252 lbs Brakes Disc; Hydraulic service, Mechanical park Steering (continued on next page) Tires, Front 285/70 R19.5 150J Tires, Front 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no. list price) Alternator (Amps) 90 Battery CCA 2 x 750 Gauges Fuel, engine temp, F and R brake 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 Side Broom, type and diameter Poly/steel blend 41.8" Main Broom, type and diameter Poly/steel blend 41.8" Main Broom, type and diameter Poly/steel blend 41.8" Water Tank Type AISI 304 Stainless Water Tank Size 105.7 gallons Hopper Load Device Fixed Price: Base Chassis (If applicable) Price: Base Chassis (If applicable) Price: Total Base Unit Price: \$ 251,070.00		
Brakes Disc; Hydraulic service, Mechanical park Steering Hydraulic power steering, 4 Wheel Steer (continued on next page) Tires, Front 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no, list price) 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 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore Two coated bag filter Warranty (Months, Years, Hours, Etc.)	Rear Suspension Rating	16742 lbs
Brakes Disc; Hydraulic service, Mechanical park Hydraulic power steering, 4 Wheel Steer (continued on next page) Tires, Front Tires, Rear 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no, list price) Alternator (Amps) 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 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 Hopper Load Device Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price:	Front Axle Rating	10252 lbs
Steering Hydraulic power steering, 4 Wheel Steer (continued on next page) Tires, Front 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no, list price) Atternator (Amps) 90 Battery CCA 2 x750 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore nv coated bag filter. Warranty (Months, Years, Hours, Etc.)	Front Suspension Rating	10252 lbs
Tires, Front 285/70 R19.5 150J Tires, Rear 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no. list price) 90 Battery CCA 2 750 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 Polyropylene, 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore ™ coated bag filter Warranty (Months, Years, Hours, Etc.)	Brakes	Disc; Hydraulic service, Mechanical park
Tires, Front Tires, Rear 285/70 R19.5 150J Tires, Rear 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no, list price) Alternator (Amps) 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 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 Poly/steel blend 41.8" Water Tank Type AISI 304 Stainless Water Tank Size 105.7 gallons Fixed vertical elevator with 11 flights/squeegees, Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price:	Steering	Hydraulic power steering, 4 Wheel Steer
Tires, Front Tires, Rear 285/70 R19.5 150J Tires, Rear 285/70 R19.5 150J Are air conditioning/tinted windows included? (If no, list price) Alternator (Amps) 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 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 Poly/steel blend 41.8" Water Tank Type AISI 304 Stainless Water Tank Size 105.7 gallons Fixed vertical elevator with 11 flights/squeegees, Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price:	(continued on next pa	ge)
Are air conditioning/tinted windows included? (If no. list price) Alternator (Amps) 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 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter. Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price: Base Body (If applicable) Price:		Ving source of our victories that it videous
Ilist price) Alternator (Amps) 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore ™ coated bag filter. Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Tires, Rear	285/70 R19.5 150J
Battery CCA 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore ™ coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:		
Fuel, engine temp, F and R brake pressure, DEF level, RPM, Speed, Conveyer pressure, Main brush pressure Electrical Protection Type 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.)	Alternator (Amps)	90
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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Battery CCA	2 x 750
Lights other then operating lights Front LED x 2, L and R LED gutter, Rear Beacon: x2 Front, x1 Rear 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Gauges	level, RPM, Speed, Conveyer pressure, Main brush
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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Electrical Protection Type	fuse
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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Lights other then operating lights	
Side Broom, type and diameter Poly/steel blend 41.8" 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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore ™ coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	LH Side Window Type	2 piece slide- glass
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 Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	RH Side Window Type	2 piece slide- glass
Sweeper Path Water Tank Type AISI 304 Stainless Water Tank Size 105.7 gallons Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Side Broom, type and diameter	Poly/steel blend 41.8"
Water Tank Type Water Tank Size 105.7 gallons Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Main Broom, type and diameter	Polypropylene, 25.6"
Water Tank Size Topic	Sweeper Path	51.2" main, 102.4" side, 137.8" front
Fixed vertical elevator with 11 flights/squeegees. Twin Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Water Tank Type	AISI 304 Stainless
Hopper Load Device Hydraulic Suction fans / Gore TM coated bag filter Warranty (Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Water Tank Size	105.7 gallons
(Months, Years, Hours, Etc.) Base Chassis (If applicable) Price: Base Body (If applicable) Price:	Hopper Load Device	
Base Body (If applicable) Price:	T. Control of the con	1 year or 1300 hours. 5 year for Gore bag filter.

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER : 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED:Dulevo 6000			
		Qty	Price	Subtotal
	Unit Base Pr	ice:	\$ 251,070.00	\$ -
Spec			To the second	1
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) Street Side Brigade Camera Showing Front Broom and Curb Line, Includes Additional 7" Color Monitor (6000T.60.04)		\$ 4,419.00 \$ 1,697.00	
	Brigade Camera Located Under Sweeper Viewing Area (6000T.21.14) with (6000T.60.04)		\$ 1,697.00 \$ 500.00	
	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	
	14 way adjustable air cushioning heated seat (only drivers side) (6000T.06.25)		\$ 3,183.00	\$ -
	Sirius/XM Radio with Bluetooth Capability, and USB Electronically controlled heated mirrors (6000T.06.17)		\$ 784.00	
	3rd Mirror Per Side to View Dumping or Blind Spots (6000T.06.28)		\$ 700.00 \$ 310.00	
	3rd Seat Located in Cab with Safety Belt (6000T.06.16)		\$ 850.00	
			1.7	
	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	
	Front broom Right hand only extendable brush unit with mirror (in lieu of 180 degree) Brush Guard Protection System (6000T.13.32)	10	\$ 7,468.00 \$ 2,690.00	
	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	
	Centralized Manual Lubrication System (mounted on elevator) with HD Korilla line and crimps		\$ 5,250.00	\$ -
	Stone Guard for Front Broom (6000T.01.10)	and the second	\$ 730.00	
	Rubber Skid for Main Broom (6000T.01.05)		\$ 800.00	\$ -
3.2.2.9	Rear Magnetic Bar (6000T.09.18)		\$ 9,250.00	s -
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant mu	st .		
0.2.0	be identified as a Tier 4 engine. N/A			
	TVA	Land I	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	s -
3.2.4.2	Pneumatic Tires Filled With Foam (6000T.07.03)	O.	\$ 2,690.00	\$ -
225	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	1.
	Rear LED arrow board with in-cab control		\$ 2,890.00	s -
3.2.5.3	Custom paint (excludes chassis) (6000T13.24)		\$ 1,580.00	\$ -
200	HODDED ACCESSORY ORTHONIC Hardeland I was heart of the second of the sec			
	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options. Tailgate dumping only 45 inches		\$ 7,580.00	s -
	Dump Height to 90 inches		included	-
3.2.6.3	Sweeper 6000 TIER 4 VERSION HIGH DUMP (118 inches).		monacc	
	Visual signal in the cab achieving maximum payload Safety system - Stability control for unloaded to 118 inches		Long Till Son	
	Negative parking brake (Hydraulic)			
	Rear rubber bumpers Hydraulic opening door operated from the cab		0.00000	
3.2.6.4	Container Inspection door - curbside (6000T.09.08)		\$ 35,690.00 \$ 948.00	\$ - \$ -
	Ladder to top of hopper (6000T.13.19)		\$ 650.00	\$ -
	Rear Suction System (6000T.03.02)		\$ 1,190.00	
	177 inch, 6 inch diameter hose for suction system (6000T.03.05) (requires 6000T.03.02)		\$ 680.00	\$ -
	Rear Hopper Door Spray Bar for dumping dust control (6000T.02.12) Shovel and Broom Holder (6000T.13.23)	<u> </u>	\$ 1,210.00	
	Heavy Duty Rear Rubber Bumpers Mounted (High Dump Bumpers) Mounted on Regular Dump (6000T.13.26)		\$ 450.00 \$ 1,476.00	
	, , , , , , , , , , , , , , , , , , , ,		3 1,470.00	
3.2.7				
	High pressure washing system with gun and reel 36 feet of hose (6000T.02.07)		\$ 5,760.00	
	Water fill / elevator wash down system Water kit for rear suction hose, requires (6000T.03.02 and 6000T.03.05)		\$ 2,887.00	S -
	High pressure rear water bar (6000T.02.05) requires (6000T.02.07)		\$ 500.00 \$ 2,310.00	s -
			2,310.00	
	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		\$ 2240.00	
3.2.8.2	3M Reflective DOT Tape on All Four Sides of Sweeper		\$ 2,349.00 \$ 380.00	\$ - \$ -
3.2.8.3	Flange System for Winter Accessories (6000T.09.12)		\$ 4,510.00	s -
	Snow Plow Mounted in Lieu of Front Broom with Quick Change (6000T.09.11) requires (6000T.09.12)		\$ 15,480.00	s -
	Rotating Snow Brush in Lieu of Front Broom with Quick Change (6000T.09.13) Salt Spreader Mounted to Boar of Light (6000T.09.10)		\$ 15,460.00	\$ -
3.2.0.0	Salt Spreader Mounted to Rear of Unit (6000T.09.10)	100	\$ 14,500.00	\$ -

Item 9.

8.7 Parts, service	ce, repair, and operations manuals			included	
8.8 One set OE	M filters			included	H
		Price:			
9 DELIVERY	CHARGES - SEE SPECIAL TERMS AND CONDITIONS		NO FLAT RATE ALLOWED		
	DELIVERY STARTING	POINT - City, State, Zip	Commerce City, CO, 80022		
	DD	CE PER LOADED MILE:	\$2.50		
		CHARGE (if applicable)			
0 NEW FOLIE	PMENT RENTAL PROGRAM				
If rental prog	rams are available on the new equipment offered, with the option to purchase, list the Indicate the percent of rental fee paid by the purchaser that will be applied to the pur				
	Ho	ourly Rental Rate:	\$		
	We	ekly Rental Rate:	S		
	Mor	nthly Rental Rate:	\$		
	Percent (%) of Rental Fee applied t	o purchase price:	%		
	ental equipment is purchased and finance charges are applicable for the actua tual interest rate here:	I rental term only,			
11 VENDOR O	WNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM				
DEDUCT co	st per Used Hour from the original Contract Price		\$75		
12 DISCOUNT	OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES		0% Discount		
	Discount to be Applied to Price List" must be a numeric percentage, which may inclu centage may result in your bid being rejected.	de 0%. Not listing a			
			1-12-21		

Price List Date and Number:

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: Stillwater, MN 55082 City, State, Zip 612-666-7512 Phone #: Toll Free #: Fax #: Email Address: pat@hardlineequipment.com Website: www.hardlineequipment.com Version of Excel used: Office 365 3.1 4-WHEEL STREET SWEEPER Dulevo Manufacturer Dulevo 3000 Mechanical sweeper w/ waterless Make / Model vacuum assist Rear Type of Dump 61-68 inches Height of Dump Type of Hopper AISI 304 Stainless 4.4 cubic yards, 3.1 net cubic yards Size of Hopper 74 Drive Engine HP Drive Engine Type Kohler Diesel Engine: Tier 4 compliant? Yes or No Yes N/A Auxiliary Engine Type 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 r	next nage)
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	Speed, conveyer pressure, main brush pressure Fuse
Electrical Protection Type Lights other then operating lights	
	Fuse R and L front mounted flood, Front, R and L side
Lights other then operating lights	R and L front mounted flood, Front, R and L side gutter LED, fog, backup
Lights other then operating lights LH Side Window Type	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass
Lights other then operating lights LH Side Window Type RH Side Window Type	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass 2 piece slide- glass
Lights other then operating lights LH Side Window Type RH Side Window Type Side Broom, type and diameter	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass 2 piece slide- glass Polypropylene/steel blend, 34.5 inch
Lights other then operating lights LH Side Window Type RH Side Window Type Side Broom, type and diameter Main Broom, type and diameter	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass 2 piece slide- glass Polypropylene/steel blend, 34.5 inch Polypropylene, 50.4 x 20.5 inch
Lights other then operating lights LH Side Window Type RH Side Window Type Side Broom, type and diameter Main Broom, type and diameter Sweeper Path	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass 2 piece slide- glass Polypropylene/steel blend, 34.5 inch Polypropylene, 50.4 x 20.5 inch 82.7" w main and dual gutter, 102-114.2" w front
Lights other then operating lights LH Side Window Type RH Side Window Type Side Broom, type and diameter Main Broom, type and diameter Sweeper Path Water Tank Type	Fuse R and L front mounted flood, Front, R and L side gutter LED, fog, backup 2 piece slide- glass 2 piece slide- glass Polypropylene/steel blend, 34.5 inch Polypropylene, 50.4 x 20.5 inch 82.7" w main and dual gutter, 102-114.2" w front Stainless

(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

	VENDOR NAME:Hardline Equ	pipment					
	MAKE AND MODEL OFFERED: Dulevo 3000	Unit Base Price:	Qty	S	Price 189,715.00	s	Subtotal -
Spec	Description		Qty		Price		Subtotal
No. 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) Air cushioning heated set (only driver's side)			\$	910.00	_	
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.						
3221	Rear Magnetic Bar (3000T.09.18)			\$	6,560.00	\$	
	Lubecore Autolube system with Pump and HD Korilla line and crimps			\$	7,950.00	_	(*)
	Centralized Manual Greasing System w/o pump with HD Korilla grease I	ine		\$	5,250.00		
	Stone Guard for Front Broom (3000T.01.10) Stainless Steel Elevator housing (30005.09.01/3)			\$	730.00 4,880.00	_	-
	Container Inspection Door (3000T.09.07)			S	830.00	_	-
	180 degree Front Broom with rotation control and SS sprinklers			inloud		Ľ	
3.2.3	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain optic be identified as a Tier 4 engine. N/A	ons. Any engines that are Tier 4 compliant must		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	\$	(2)
3.2.5	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered light N/A	s and cab exterior options.		N/A			
3.2.6	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper acc	essory options.					
	Heavy duty rear suction system with 177 inch, 6 inch diameter hose (300			s	1,870.00	5	
	water kit for rear suction hose (3000T.03.08)			\$	340.00		
	Spray bars on rear door (3000T.02.07). Requires high pressure washing Salt Spreader (3000T.09.10)	g system (3000T.02.12).		\$	250.00 13,450.00	_	
3.2.0.4	Salt Spreader (30001.09.10)			\$	13,450.00	3	
3.2.7	WATER SYSTEM OPTIONS: Use this section to offer water system opti	ons.					
	High pressure washer with gun and reel 36 feet of hose (3000T.02.07)			\$		_	
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.						
	Rear rubber bumpers (3000T.13.26)			\$	330.00	\$	
	3M Reflective DOT Tape on All Four Sides of Sweeper			\$	325.00	_	-
	Flange System for Winter Accessories (6000T.09.12) Snow Brush Mounted on front of unit (3000T.09.13) Requires flange (30	OOT 09 12)		S	9,860.00 7,460.00	_	
	Snow Plow (3000T.09.11) Requires flange (3000T.09.12)	001.03.12)		\$	10,390.00		-
	Custom paint- excludes chassis (3000T, 13.11)			\$	1,840.00		100
3.2.8.7	Parts, service, repair, and operations manuals			includ	ded		
3.2.8.8	One set OEM filters			includ	ded		
		Price:		72.			
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	e)			
		MINIMUM DELIVERY CHARGE (if applicable)	3				
3.2.10	NEW EQUIPMENT RENTAL PROGRAM If rental programs are available on the new equipment offered, with the 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:	S	:0 ()			
		Monthly Rental Rate	\$	17			
	Percent (%)	of Rental Fee applied to purchase price:	%	.85			
	If the new rental equipment is purchased and finance charges are a state the actual interest rate here:	applicable for the actual rental term only,					
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGR	RAM					
	DEDUCT cost per Used Hour from the original Contract Price		\$75	.3			
3,2.12	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSO	RES	0% Discount				
0.2.12	*Note: The "Discount to be Applied to Price List" must be a numeric per- numeric percentage may result in your bid being rejected.		0% Discount	8			
			1-12-21 HardlineSweeper0				
		Price List Date and Number:	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

6930 lbs

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 Dulevo D Zero Electric Sweeper Make / Model Type of Dump Rear Height of Dump 57 inches AISI 304 Stainless Type of Hopper Size of Hopper 1.9 cubic yards Drive Engine HP 12 Drive Engine Type Electric Engine: Tier 4 compliant? Yes or No N/A N/A Auxiliary Engine Type N/A Auxiliary Engine HP **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

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	(an
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

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED:Dulevo D Zero			4
	Unit Base Price:	Qty	Price \$ 262,250.00	Subtotal -
Spec No.	Description	Qty	Price	Subtotal
3.2.1 3.2.1.1	CAB ACCESSORIES/OPTIONS: Use this section to list operator station accessories/options. 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 Electric heated mirrors		included	
	Floor viewing window for pickup head		included included	
3.2.1.7	Two seats with seatbelt, RH drive		included	
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. 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 Dulevo Telematic		included included	
	Remote Battery Monitoring System		included	
201	TIDE DIM ODTIONS. He stills earlies to list effect the list of the stills and the still and the st			
3.2.4 3.2.4.1	TIRE/RIM OPTIONS: Use this section to list offered tire/rim options. Shovel and broom holder (increase the width up to 1500mm)		\$ 1,380.00	l e
	Reflecting Stripes		\$ 250.00	\$ -
205	LIGHTS/CAR FYTTRIOR ORTIONS Have been dealer to the first of the first			
3.2.5 3.2.5.1	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options. Type approved		included	
	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.			
	2.8 Yd Stainless		included	
227	WATER SYSTEM OPTIONS: Use this section to offer water system options.			
3.2.7.1 3.2.7.1	Stainless Steel Nozzles		included	
3.2.7.2	Water recycling system 47 gallon		included	
220	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Machine extended warranty up to the 3rd year of warranty or 3900 hours		\$ 6,440.00	s -
	Machine extended warranty up to the 4th year of warranty or 5100 hours		\$ 9,810.00	\$ -
	Machine extended warranty up to the 4th year of warranty or 6500 hours		\$ 14,310.00	
	Battery extended warranty up to the 4th year of warranty Battery extended warranty up to the 5th year of warranty		\$ 5,000.00 \$ 7,060.00	
	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: MINIMUM DELIVERY CHARGE (if applicable)	\$2.50		
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:	\$		
	Toronk (19) of Nemari to applied to purchase price.	76		
	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.			
	N AM SEC 2 CONTROL MANAGEMENT OF THE MANAGEMENT	1-12-21 HardlineSweeper00		
	Price List Date and Number:	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

2816 lbs

Hardline Equipment, LLC Vendor Name: 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** Dulevo Manufacturer 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 N/A Auxiliary Engine Type 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	2010 100
Front Axle Rating	2024 lbs
Front Suspension Rating	2024 lbs
Brakes	Drum; Hydraulic service, Mechanical park
brakes	Drum, Hydraulic Service, Mechanical park
Steering	Hydraulic power steering, Articulated
(continued on next pa	ge)
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 than apprating lights	become rear and directional
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
Manage	1000
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

	VENDOR NAME:Hardline Equipment					
	MAKE AND MODEL OFFERED:Dulevo 850					
		Qty		ice		Subtotal
	Unit Base Price:		\$ 9	7,570.00	\$	•
Spec No.	Description	Qty	Pr	ice		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) Brigade Acoustic Reverse Signal (Self Leveling)		S	700.00	_	20
3.2.1.3	Pneumatic Sprung Seat (850DK.06.11)		\$	850.00	\$	-
3.2.1.4	Electrically Controlled and Heated Mirrors (850DK.06.17)		S	900.00	٦	
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. LED Lights located on Vacuum Nozzle (850DK.12.07)		s	700.00		
	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)				s	
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)		s	590.00	s	
3.2.4.2	Hydraulic Jack (850DK.07.05)		\$	350.00	\$	
	LICUTOCAR PYTERIOR ORTIONS U.S. M					
	LIGHTS/CAB EXTERIOR OPTIONS. Use this section to list offered lights and cab exterior options. 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)		s	4,140.00	s	
	Side Suction Hose - 118" Length (850DK.03.02)		\$	1,740.00		
	Water Kit for Side Suction Hose (850DK.03.08)		\$		\$	
3.2.6.4	Salt Spreader (3000T.09.10)		\$ 8	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)		s	980.00	s	•
	CTUED COTIONS II with a second of the second					
	OTHER OPTIONS: Use this section to offer other options, if applicable. Customized Paint (Chassis Excluded) (850DK.13.10)					
	Hydraulic Oil Low Level Gauge (850DK.21.18)		S	1,210.00	\$	
	One set OEM filters		included		٦	
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					
	PRICE PER LOADED MILE: 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:	s				
	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.					
	estresionados escribes (Processor Antonio de Antonio por Carlos C					
		1-12-21				
	Price List Date and Number:	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: Contact Person: Street Address: PO Box: City, State, Zip Phone #:

Phone #: Toll Free #:

Fax#:

Email Address: Website:

Hardline Equipment, LLC

Pat Egan

3087 Atwood Circle

Stillwater, MN 55082

612-666-7512

pat@hardlineequipment.com

www.hardlineequipment.com

Version of Excel used: Office 365

3.1 <u>4-WHEEL STREET SWEEPER</u>

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	nage)
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
	Sweeper body: 1 year or 1,100 hours. Chassis:

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

	VENDOR NAME:Hardline Equipment			
	MAYE AND MODEL OFFERED AND AND AND AND AND AND AND AND AND AN			
	MAKE AND MODEL OFFERED: Nescon Xbroom	Qty	Price	Subtotal
	Unit Base Price:		\$ 273,000.00	<u> </u>
Spec	Description	Qty	Price	Subtotal
No. 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	s -
	Dual Camera - Hopper and Backup		\$ 1,300.00	\$ -
3.2.1.3	Triple Camera - Hopper/Backup/LH GB		\$ 1,600.00	
	Quad Camera System Chrome Heated Mirrors		\$ 1,900.00	
	Chrome Front Bumper		\$ 500.00	\$
	Power Windows/Doors Locks		\$ 450.00 \$ 450.00	S
	Front Cab Visor		\$ 350.00	\$
	Custom Color Option		\$ 1,000.00	s
3.2.1.10	Cab Controlled Variable Motor Speeds		\$ 4,000.00	
	CWEEDED OUT IN IC. Use the section to lead to the land of the land			
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. Optional Main Broom (Cable Wrap, Tube Style, Strip Style, Wire/Poly Mix			
	Main Broom Down Pressure Option		\$ 2,500.00 \$ 1,000.00	
	Left Hand Wide Sweep		\$ 1,000.00 \$ 350.00	s -
	Variable Width Gutter Brooms		\$ 1,500.00	
			1,000.00	
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.			
	Beacon, Wired to Top of Hopper, Includes Work Light in Hopper		\$ 700.00	s -
3.2.5.2	Advanced Arrow. 25 LED 4" amber lights with separate controller. Can flash sequential Chevrons, arrows, alternating diamonds, and horizontal bar.			
3253	Work Lights on Top of Rear Panel		\$ 1,650.00 \$ 200.00	\$.
	Light Package (8 Strobes, 1 Light Bar)		\$ 200.00 \$ 1,500.00	s -
	Clear Lights (Arrow Board, Stop/Turn/Reverse, Marker)		\$ 350.00	\$.
	The state of the s		300.00	
3.2.6	HOPPER ACCESSORY OPTIONS: Use this section to offer hopper accessory options.			
	Stainless Hopper Bottom, Door		\$ 10,000.00	s -
	Door Controls (Broom and Hopper)		\$ 1,000.00	
3.2.6.3	Manual "On-The-Fly" Elevator Run/Off/Rev		\$ 250.00	s -
3.2.7	WATER SYSTEM OPTIONS: Use this section to offer water system options.			
	Fill Hose Kit		\$ 400.00	
3 2 7 2	25' Truck Washdown Kit		\$ 275.00	s -
328	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Stainless Tool Box		\$ 600.00	
	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:	\$250		
	MINIMUM DELIVERY CHARGE (if applicable)			
3 2 10	NEW EQUIPMENT RENTAL PROGRAM			
J. 2. 10	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.	2		
	Hourly Rental Rate:	\$	is a second	
	Weekly Rental Rate: Monthly Rental Rate:	5		
	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 42	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES		•0	
12	*Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a	0% Discount		
	numeric percentage may result in your bid being rejected.			
	Price List Date and Number:	1-12-21 HardlineSweeper0		

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

5511 lbs

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 N/A Auxiliary Engine Type N/A Auxiliary Engine HP 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

5	
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 p	age)
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	Two brooms 35 inches diameter 47-92 inches
Sweeper Path Water Tank Type	
	47-92 inches
Water Tank Type	47-92 inches Polyethylene
Water Tank Type Water Tank Size	47-92 inches Polyethylene 53 gallons
Water Tank Type Water Tank Size Hopper Load Device Warranty	47-92 inches Polyethylene 53 gallons Vacuum 12 month or 1500 hours all parts and labor, 24 month or
Water Tank Type Water Tank Size Hopper Load Device Warranty (Months, Years, Hours, Etc.)	47-92 inches Polyethylene 53 gallons Vacuum 12 month or 1500 hours all parts and labor, 24 month or

Contract No. 190611 Price Schedule - Effective March 23, 2021 STREET SWEEPER: 4-WHEEL SWEEPER OPTIONS BASE UNIT REQUIREMENTS SPECIFICATION NO. 3.2

	VENDOR NAME:Hardline Equipment			
	MAKE AND MODEL OFFERED: Multihog CV	,		Ψ
	Unit Base Pric	Qty	Price \$ 130,650.00	Subtotal S -
,	Olik Base File		3 130,630.00	3 .
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) Upgrade to High Back Air Suspension driver seat with 3-point seatbelt, heated base and back support, adjustable lumbar	217	\$ 146.25	s -
	support, head rest and document pouch (697-2104)		\$ 926.25	s -
	Heated Rear View Mirrors (697-2105) Cruise Control (697-2086)		\$ 380.25	
	In-cab, electronic ground pressure control for front mounted sweeping brushes (697-2080)		\$ 633.75 \$ 1,706.25	\$ -
	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)	374	\$ 2,437.50	s -
3.2.1.9	Heated windshield (697-2072)		\$ 2,437.50	
3.2.1.10	Air Conditioning (697-2068)		\$ 1,702.08	\$ -
000	CINEEDED ORTHORIC Has the section to that have a few and the section of the secti			
	SWEEPER OPTIONS: Use this section to list broom/sweeping options. 3rd Brush Prep (697-2090)		\$ 770.25	s -
	3rd Brush for sweeping right or left hand side (697-2091)		\$ 9,262.50	s -
	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	s -
	ENGINE/TRANSMISSION OPTIONS: Offer engine and powertrain options. Any engines that are Tier 4 compliant must be	oe .		
3.2.3	identified as a Tier 4 engine.		and the second	
3.2.3.1	Addition of reversing fans to heavy duty cooling system for engine (697-2106) 4x4 Central Lock		\$ 861.90 \$ 1,803.75	
			3 1,003.75	3 -
	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.			
	LED front work lights (697-2073)	NEW CONTROLLER AND THE SECTION OF SHEET AND THE SHEET AND THE SECTION OF SHEET AND THE SECTION O	\$ 374.40	s -
	LED rear cabin work lights (697-2108)		\$ 374.40	\$ -
	LED rear hopper work lights (697-2074) LED flashers front (297-2077)		\$ 487.50 \$ 292.50	
	LED flashers rear 297-2078)		\$ 292.50	
	LED flashers mounted on rear of suction hopper (697-2079)		\$ 419.25	\$ -
	2nd Flashing Beacon option 3-Camera kit Reversing Camera with camera mounted on rear of hopper lid, a second camera to the front of the suction		\$ 259.35	\$ -
3.2.5.0	hood and a third camera to the rear of the suction hood (697-2075)		\$ 1,745.25	s -
	Reversing Camera mounted on rear of hopper lid (697-2101)			s -
	Aditional camera, Front Suction hood (697-2076) Aditional camera, Rear of Suction hood (697-2067)		\$ 438.75	s -
3.2.3.3	Additional carriera, real of Succion flood (657-2507)		\$ 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	s -
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 (69	7-	3 3,651.25	\$ -
2274	2107) Wander hose (697-2065)		\$ 3,305.25	\$ -
3.2.7.4	Waltur 1036 (051-2003)		\$ 1,462.50	\$ -
3.2.8	OTHER OPTIONS: Use this section to offer other options, if applicable.			
	Storage frame (697-2068)		\$ 663.00	s -
	Standard 7,716 gross vehicle weight rating (697-2064) Increased to 8,818 gross vehicle weight rating (697-2092)		included	
	2-year or 2000 hour parts and labor warranty		\$ 3,223.35 \$ 2,995.00	\$ - \$ -
	3-year or 3000 hour parts and labor warranty		\$ 3,995.00	\$ -
	3-year or 3000 hour parts and labor warranty		\$ 3,995.00	\$ -
	Snow Brush Ribbon Snow Blower		\$ 12,012.00	\$ -
	Dual Auger Box Blower		\$ 38,001.60 \$ 12,000.00	s -
	Snow Brush		\$ 12,012.00	\$ -
	Snow Plow		\$ 11,076.00	\$ -
	Hydraulic Folding Wing Plow Broadcast Salt Spreader with Easycon Controller		\$ 18,495.00	s -
	Batwing Mower		\$ 31,847.40 \$ 35,768.85	\$ - \$ -
			55,700.00	100

Item 9.

2 2 8 16	Flail Mower		S	15,177.24	s
3.2.0.10	Boom Arm Mower		S		\$
3.2.8.17	Rotary Mower		s		s
3.2.8.18	Water Tank		S		s
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				
J.2.10	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:	S			
	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				
3.2.11	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM DEDUCT cost per Used Hour from the original Contract Price	\$75			
		\$75	!		
	DEDUCT cost per Used Hour from the original Contract Price				
	DEDUCT cost per Used Hour from the original Contract Price DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES *Note: The "Discount to be Applied to Price List" must be a numeric percentage, which may include 0%. Not listing a				

EXHIBIT D, SUPPLEMENT 1 SAMPLE INVOICE





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	5
State of Minnesota 50 Sherburne Ave, Suite 112 St. Paul, MN 55155	50 St.

Ship To	
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
Item Code Sweeper	Quantity 1	U/M	Description 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)	97,570.00	Amount 97,570.00
Print:			- Easy Access Suction Hose - Water System Consists of Water Tank, Spray		
Sign:		Da	te:	Total	





Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

Due Date	Date	Invoice #
2/20/2021	1/21/2021	42202110

Ship To	
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	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:				Total	
Sign:		Da	te:	iolai	



Invoice

Phone: 303-288-8989	
Fax: 303-288-8787	
www.hardlineequipment.com	n

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			Hydraulic Jack (850DK.07.05)	350.00	350.00
Print:				Total	6145 020 00
Sign:		Da	te:	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.

Item 9.

EXHIBIT D, SUPPLEMENT 1 SAMPLE QUOTE

HARDLINE

Po Box 39 Henderson, Co. 80640

Proposal

1471

Date No.

Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com

ate of Minnesota			
Sherburne Ave, Suite 112	2		
. Paul, MN 55155			

Ship To	
50 Sherburne Ave, Suite 112 St. Paul, MN 55155	

1/20/2021

P.O. No.	Rep		VIN#		Body S/N#	Body	/ Model #
	PE					Dulev	o 850 Mini
Item	Qty	U/M		Description		Rate	Amount
Sweeper	1		Equipped wit - Engine - 43 -1.4 Cubic Y (850DK.09.2 -Vortex Pre-I (850DK.05.0 - Hydraulic THydraulic Mowels - Hydraulic PJoint - DOT Type - One Seat Casurfaces, and - Sweeping SBrooms Near Widths - Vacuum SyHydraulic Su - Vacuum Inl (For Allowin - Easy Access - Water Syste Nozzles on SVacuum Noz - Manual Too	Mini Sweeper Tier I th: HP, Yanmar fard Stainless Steel H 25) Filter for Endothermi D5) (Required for USA Fraction with Variable otors Directly Conne Power Steering with C Approved Lighting S ab Equipped with He I Safety Belts system Equipped with r the Suction Inlet for stem Equipped with action Turbine let Equipped with Ma g Large Items into N s Suction Hose em Consists of Water ide Brooms, 2 Spray	c Engine A) e Pump and 2 cted to the Rear Central Articulated ystem at, Large Glass 2 Front Side Variable Sweep High Water Lift unual Control Flap ozzle) Tank, Spray Nozzles on acuum Nozzle	97,570.00	97,570.00

Proposal Valid For 30 Days From Proposal Date

Total



Phone: 303-288-8989 Fax: 303-288-8787 www.hardlineequipment.com Henderson, Co. 80640

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				Dulev	o 850 Mini
Item	Qty	U/M Description		Rate	Amount	
		- Extra Tract - Hydraulic S - Brigade Co - User Manu -Tinted Wine -Wax Film fo	- 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		tion Reverse Switch (850I		700.00	700.00
Sweeper	1	(850DK.02.0	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 Recyc	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 O	Hydraulic Oil Low Level Gauge (850DK.21.18)		180.00	180.00
Sweeper	1	(850DK.21.1	Brigade Acoustic Reverse Signal (Self Leveling) (850DK.21.10)		180.00	180.00
Sweeper	1	Pneumatic S	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 fo	Water Kit for Side Suction Hose (850DK.03.08)		360.00	360.00
Sweeper	1	Salt Spreade	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



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				Dulev	o 850 Mini
Item	Qty	U/M	Description	1	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	Î		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

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.

Total \$145,820.00

INDUSTRIAL AND CLEANING EQUIPMENT



ATTACHMENT F: HARDLINE EQUIPMENT MODELS CATALOGUE





INDUSTRIAL AND CLEANING FOUIPMENT

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.









NDUSTRIAL

ND CLEANING

EQUIPMENT



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 FOULPMENT

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.







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.

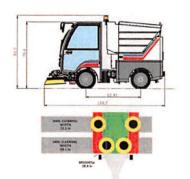
The side brush units are controlled by a joystick of the ergonomic positioned control unit located at the arm rest.

INDUSTRIAL AND CLEANING EQUIPMENT

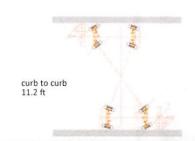








TECHNICAL DATA		850
Variable sweeping width	in	59.1 - 72.1
Waste container capacity	yd ³	1.1
Dumping height	in	56.2
Seats in the cabin	n°	1
Cleaning performance	ft²/h	236,720
Maximum speed	mph	18.7
PM 10 filtration	%	99
Engine Brand		KUBOTA
Fuel		DIESEL
Length	in	113.15
Width	in	42.6
Height	in	81.5





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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.



Environment

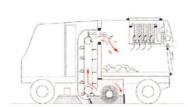
Dulevo and environmental awareness belong together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 3000. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up to 60%, Dulevo 3000 fulfils all the environmental future demands.

Fine dust emissions - System related differences:



Traditional suction system





Dulevo Patented Mechanical-suction-filter system

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:

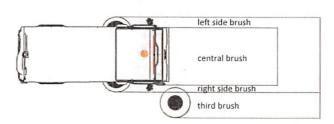
- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.

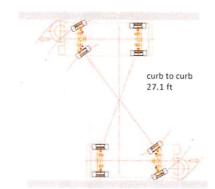


N D O D I N I A L A N D O L L A N I N O L Q O I F M L N I

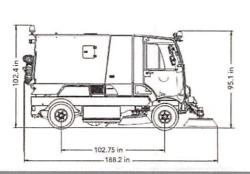


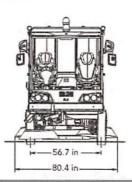






TECHNICAL DATA		3000
Sweeping width		
- With central brush	in	51.1
- With side brushes	in	82.7
- With third brush	in	114.2
Waste container capacity	yr³	4.4
Dumping height	in	63
Seats in the cabin	n°	2
Cleaning performance	ft²/h	936,120
Maximum speed	mph	20
PM 10 filtration	%	99
Engine Brand		VM
Fuel		DIESEL





INDUSTRIAL AND CIFANING FOILPMENT

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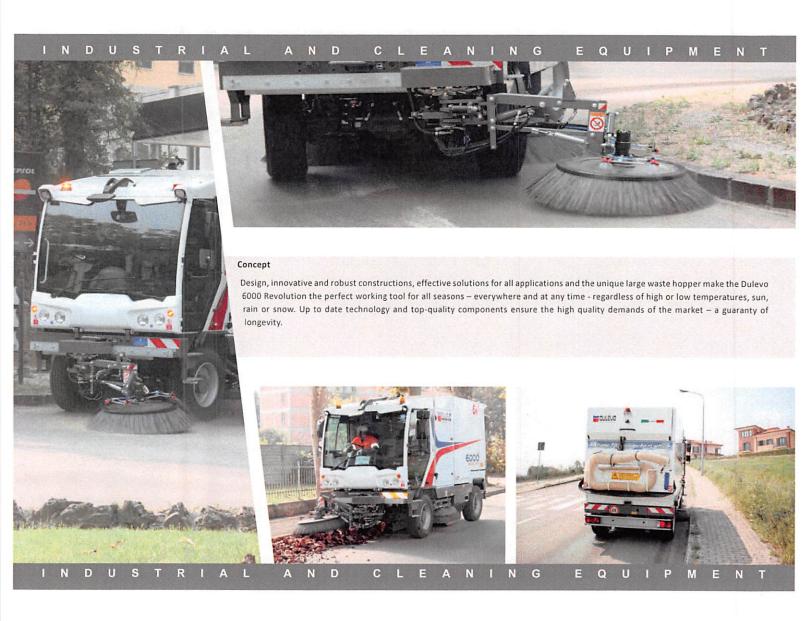
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6000 REVOLUTION







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.



INDUSTRIAL AND CIFANING FOILPMENT

Environment

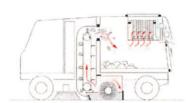
Dulevo and environmental awareness belongs together since several time. Lowest noise, dust emission, lowest water and fuel consumption are the basic concept of Dulevo 6000 Revolution. With a proofed fine dust reduction of 100% (compared to standard suction sweeping equipment) and a water saving of up 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

Dulevo filter



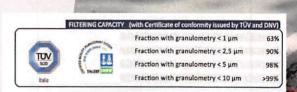
Dulevo International unique filtration technology

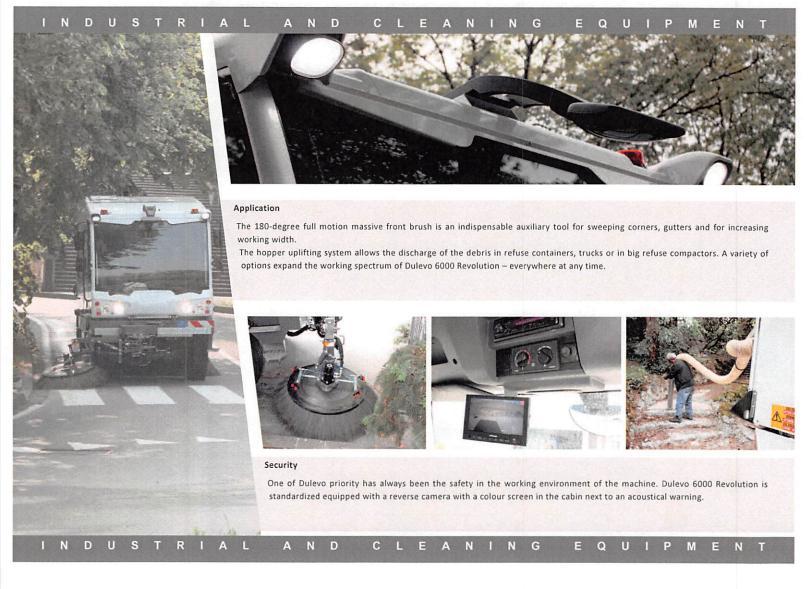
In cooperation with Gore® Dulevo developed the only worldwide existing full fine dust filtration sweeper. This mechanical-suction-filtration system grants with the exclusive application of the Gore® technology a total abatement of PM10 particles.

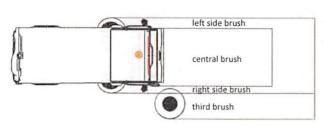
Further benefits of the filter technology are:

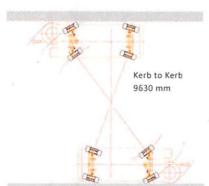
- No Maintenance
- Self cleaning effect
- Highest proofed absorbing of PM10 / PM5 / PM2,5 / PM 1
- 5 Years Warranty
- Granted constant & durable filtering
- 35 % higher Airflow
- Resistance against water, oil, fats, chemical agents, etc

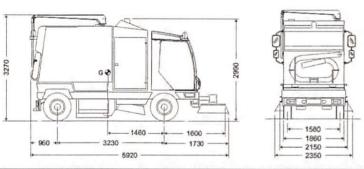
GORE dust filters installed in the industrial sweeper have 5 YEARS warranty.













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	m²/h	105000
Maximum speed	Km/h	42
Filtration PM10	%	99
Engine "Make"		FTP Industrial (IVECO)
Alimentation		Diesel
Weight	Kg	7850

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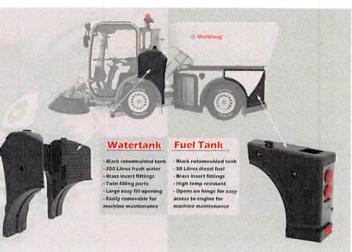
CV MULTI-PURPOSE SWEEPER

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.
- +353 42 9386738 / 443 852 1842 (US)
- www.multihog.com













Throonn.



High Production, Efficient Pickup Broom



- 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.



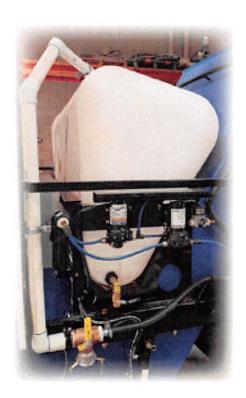
Truck Chassis

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 LEFT GUTTER BROOM 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.

OFF

Push to Enable

OPERATING SCREEN

9.99

BOTTOM

BROOM CHTS.

PURSH FOR HORFIER CONTROL

ALARM WINDOW Notification area for any alarm condition such as: elevator jam, low water, or hydraulics issue

RIGHT GUTTER BROOM

ON WITH

MASTER

FEGRIT WATER SPEAY

LIGHT MED HEAVY

BROOM MASTER

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.

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

Operator selects STOP to stop all sweeping operations, stop all water sprays, and raise all brooms and the elevator.

on the back of machine.

Buttons to navigate to other screens. Button to activate

hydraulic pumps.

Water tank level.

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.

SCREEN

Operator selects PAUSE to stop the brooms, elevator, and water sprays without lifting brooms for momentary delays, such as traffic.

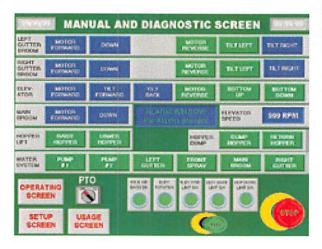
PAUSE

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

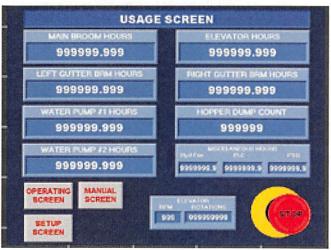
The PLC has a separate hour meter for all brooms, elevator, water pumps, hydraulic fan, PTO, and revolution counter of the elevator head shaft. The PLC also keeps a count on how many times the hopper has dumped. This lets you track broom wear to actual operating hours of the individual broom.



Setup Screen

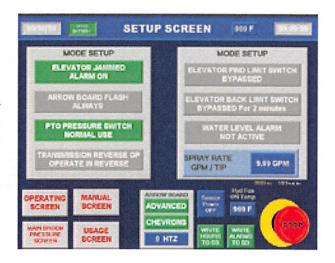
The setup screen is for configuring the computer to perform the functions desired. There are options buttons to bypass a sensor in case of a problem. This is also where you could change the function of stopping brooms when shifted into reverse and determining the flash patterns of the arrow board. This screen also has the controls for downloading production information to removable memory.





Diagnostic Screen

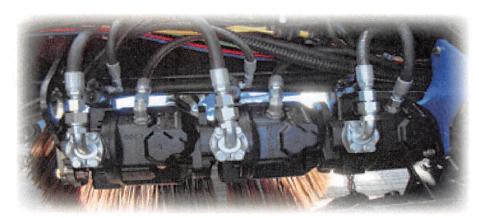
There is a screen for Manual Operation of each component for testing and diagnostics. The buttons also give a visual indication of what is "on" and the status of each limit switch. The PLC greatly simplifies the wiring to the valves and solenoids on the broom.



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.

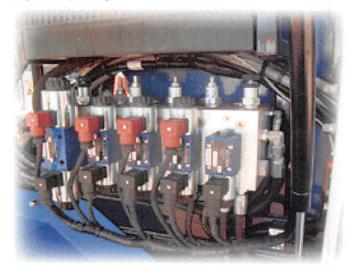
When the joystick is moved up to raise the hopper, the PLC will tilt the elevator back and insure that the elevator is clear before raising the hopper. The operator can then use the joystick to raise and dump the hopper without having to look at the screen. After lowering the hopper, the PLC will insure 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.



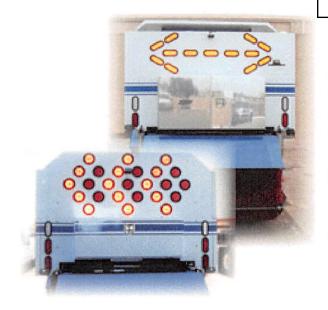


The 40 gallon hydraulic tank is mounted directly behind the cab, high on the left side. This keeps the tank away from the dirt and provides better suction flow to the pumps. There is a large in-tank return filter, glass sight level with a thermometer, and an in-tank float and over-temperature switch 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.



<u>Hopper</u> – **X**tra 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.





Truck Chassis Freightliner M2

Engine Cummins HP 300 860 ft-lb Torque Wheelbase 140"

Allison 3500, 6-spd Transmission Front Axle 12,000 lbs 23,000 lbs 2-spd Rear Axle Suspension Air Ride **GVW** 33,000 lbs

Fuel Tank (Both) 50 gallons - mounted under cab

Main Broom

Diameter 36" (914mm) 60" (1.52m) Width Poly wafers Type

Pneumatic w/precision regulators. Suspension Light, med, heavy down pressure

controlled from cab. Automatically

adjust pressure throughout broom life.

Lift Pneumatic

Variable speed hydraulic motor Drive

Dedicated load sensing pump insures constant speed Direct drive (no chains) Double row carbide

Skid Shoes

Gutter Brooms

4 or 5 segment wire fill Type Tilt Hydraulic control from cab

Diameter

Drive Variable speed hydraulic drive

Dedicated load sensing pump for

both gutter brooms Both brooms reversible

Width Infinitely adjustable up to 140"

Down pressure Pneumatic from cab, low friction airbag

Extension Pneumatic extension and retraction

Elevator

Rotation

Type Dual steel roller chain drag slat Sprockets Polyurethane

Squeegee 14 bucket type w/rubber wear strips Direct drive hydraulic motor Drive Dedicated load sensing pump Variable and reversible from cab

Speed Lift Hydraulic

Self aligning, sealed, and shielded Bearings Sweep height Adjustable from cab

Rotation alarm Standard, RPM display, Rotation

Counter

Hopper

High lift, right side dump Type: Capacity: 6 Cy total, 4.9CY Net variable to 150" Dump height: Lift capacity: 15,000lbs 2-stage vertical mast Lift type:

Max dump angle 50 degrees

Joystick or touch screen Dump controls

Lift time to max ht 15 seconds

Hydraulic System

Drive

Type 3 variable volume piston pumps Load sensing, pressure compensated

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.

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.

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

80 mesh

Fill Hydrant or water truck fill w/air gap Paint Powder Coat, choice of colors

Electrical

Filter

Voltage 12 volts Alternator 160 amp

Circuit breakers, manual reset Protection



www.nescon.co 480-505-0001 info@nescon.co

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Claims to be referred to the Finance and Personnel Committee of the 2022-2023 Common Council.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

The attached claims have been referred to Finance and Personnel by the 2021 – 2022 Common Council.

STAFF COMMENTS:

The attached claims are being held or are currently being investigated.

ACTION REQUESTED:

Motion to recommend the Common Council refer the open claims to the 2022-2023 Finance and Personnel Committee.

ATTACHMENTS:

- I. R.O. No. 135-21-22
- II. R.O. No. 122-21-22
- III. R.O. No. 92-21-22
- IV. R.O. No. 88-21-22
- V. R.O. No. 69-21-22
- VI. R.O. No. 123-20-21
- VII. R.O. No. 75-20-21
- VIII. R.O. No. 137-21-22

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Item 10.



R.	Ο.	No.	122	_	21	_	22.	ву	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).

FAP

CITY CLERK

IAN 3 1 2022

MKC #23.

Reinhart Boerner Van Deuren s.c. P.O. Box 2965 Milwaukee, WI 53201-2965

Item 10

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

Date://3//22 Time: //28 amom

Kristina E. Somers Direct Dial: 414-298-8249 ksomers@reinhartlaw.com

January 31, 2022

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:

Re: Midstate Amusement Games, LLC Account Nos. 59281860858P and 59281860857P

() Personal () Posted

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

Ms. Meredith DeBruin January 31, 2022 Page 2

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



January 31, 2022

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

> Kristina E. Somers Direct Dial: 414-298-8249 ksomers@reinhartlaw.com

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Ms. Meredith DeBruin January 31, 2022 Page 2

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Yours very truly,

Kristina E. Somers

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Item 10.



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.

FIP				
('			CITY	CLERK



GEICO Casualty Company

M Item 10. Claim # 29-21 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: Loss Date: 063065466 0000 002 Friday, October 29, 2021

Policyholder:

Colin Mc Culley

Your Insured: Your Claim Number: City of Sheboygan (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 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

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT 1315 N 23RD ST SHEBOYGAN, WI 53081 (920) 459-3333

	ocument Number Override Primary Crash Document#			Agency Crash Number			Investigating Officer/Deputy SERGEANT A. KUNDINGER			
낸	Crash Date 10/29/2021		Olden Time		Date Arrived 10/29/2021		Time Arrived 03:29 PM			
3L84	Date Notified 10/29/2021		Time Notified 03:13 PM		Total Units 02		Total Injured 00	I		
_0G	On Emergency Hi		t and Run Lane Closu		ure Work Zone		Trailer or 1	Towed	Reporting Threshold	
G71	Government Property		Active School Zone		School Bus Related NO		Tags			
	Reportable		Crash Type DT4000 (STA	NDARD CRASH)		Amended		Secondary Crash	

Diagram N. 7ch St. N. 7ch St. N. 7ch St.

Reconstruction By

Photos By

Additional Information NONE

, 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.

WISCONSIN MOTOR VEHICLE CRASH REPORT

Location									经基础的
1	ON N 7TH ST				Latitude			Longitud	de
	635 FT N				43.77204	19285		-87.711	268651
	OF BELL AVE IN THE CITY OF SHEBO	VOAN			X Coordina	ate		Y Coord	inate
	IN SHEBOYGAN COUNT				442756.71875 4846801				01
	IN ONEDOTOAN COOK				Structure Type				
						,			
	Crash Scene		AND CONTRACTOR	NAMES ASSESSED.	19-59-12-13-14	0044010500	LEGITAL DENISOR THE	CASE S'ANDARY	
1	First Harmful Event				I 5:	f. 15			
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	Manner of Collision	- Citi					11		
	01 - ANGLE				Light Cond				
	Road Surface Condition(s)				Roadway	101001			7
					Roadway	racion(s)			
	DRY								
- 1	Environment Factor(s)				1				
	NONE				NONE				
	Weather Condition(s)				1				
	CLOUDY								
	Animal Type				Relation T		ay ON ROAD		
	Crash Classification - Locato	n			NI ISTA SOLI SALEKSILO		-Jurisdiction		
	PUBLIC PROPERTY				1500 1000 1000		RISDICTION		
	TribalLand				Access Control Special Study				
					NO CONTROL				
	Within Interchange Area	Junction Location	-	Intersection		. 364 (100) 1 (100) 100 (100)			
	NO	DRIVEWAY ACCESS		NOT AN	INTERSE	CTION			
	Unit Summary				THE WILLIAM				
	Unit Status			erating As C	lassification		UnitType		
	Unit Status IN TRANSIT		Vehicle Ope	erating As C	Classification		TRUCK		
-	Unit Status IN TRANSIT Vehicle Type	EDT TRUCK		erating As C	lassification		3.00	s Endorse	ments
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WISCONSIN MOTOR VEHICLE CRASH REPORT

		Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR	
		What Driver Was Doing	Vehicle Factors	
		RIGHT TURN		9
		Driver Prior Action Other	NOT APPLICABLE	
TINO	VEHICLE	Driver Actions IMPROPER TURN		
10	Б	Owner Name SHEBOYGAN CITY (920) 459-3315	Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , I	us
		Sequence Of Events		
	10	Event MOTOR VEH IN TRANSPORT		
	05	Event RIGHT TURN		
	03	Event PARKED MOTOR VEHICLE		
	94	Event		
_		Policy Holder		
LIND		Insurance Company SELF-INSURED	Government	
10000000			SHEBOYGAN CITY	
		Individual		
		Individual Driver	Citations Issued	Sex
			0	MALE
Ę		Driver KURT DAVID MILLER (920) 451-5553	0 Date of Birth 11/07/1982	
TINO	INDIVIDUAL	Driver KURT DAVID MILLER	0 Date of Birth	MALE Race
TINU	INDIVIDUAL	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US	0 Date of Birth 11/07/1982 Driver License Number M4605048240703	MALE Race
TINU	INDIVIDUAL	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment Row On Duty Crash FIRE-FIGHTER Row Seat Position	Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT	MALE Race
TINU	INDIVIDUAL	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US On Duty Crash FIRE-FIGHTER	Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT	MALE Race
TIND	INDIVIDUAL	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment Row 01 - FRONT ROW On Duty Crash FIRE-FIGHTER Seat Position 07 - LEFT	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT	MALE Race
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment Row 01 - FRONT ROW Helmet Use Eye Protection Injury Severity	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance	MALE Race
	INDIVIDUAL	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment On Duty Crash FIRE-FIGHTER Row 01 - FRONT ROW 01 - FRONT ROW Helmet Use Eye Protection Injury Injury Severity NO APPARENT INJURY	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance	MALE Race RY: UNITED STATES
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment On Duty Crash FIRE-FIGHTER Row 01 - FRONT ROW 01 - FRONT ROW Helmet Use Eye Protection Injury Injury NO APPARENT INJURY Ejected NOT EJECTED NOT EJECTED/N	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag	MALE Race
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment On Duty Crash FIRE-FIGHTER Row 01 - FRONT ROW 01 - FRONT ROW Helmet Use Eye Protection Injury Injury NO APPARENT INJURY Ejected Ejection Path	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race TRY: UNITED STATES Trapped/Extricated
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US fety Equipment FIRE-FIGHTER Row 01 - FRONT ROW 01 - FRONT ROW Helmet Use Eye Protection Injury Injury NO APPARENT INJURY Ejected NOT EJECTED Medical Transport	Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED	MALE Race RY: UNITED STATES Trapped/Extricated NOT TRAPPED
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US Fety Equipment For Equipment For FRONT ROW 01 - FRONT ROW 01 - FRONT ROW 07 - LEFT Injury Injury Severity NO APPARENT INJURY Ejected NOT EJECTED NOT EJECTED/N Medical Transport NOT TRANSPORTED	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED IOT APPLICABLE EMS Agency Identifier Date of Death	MALE Race RY: UNITED STATES Trapped/Extricated NOT TRAPPED EMS Run #
	TROINIONI	Driver KURT DAVID MILLER (920) 451-5553 Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US On Duty Crash FIRE-FIGHTER Row 01 - FRONT ROW 01 - FRONT ROW Helmet Use Eye Protection Injury NO APPARENT INJURY Ejected NOT EJECTED Medical Transport NOT TRANSPORTED Hospital Distracted By Source	0 Date of Birth 11/07/1982 Driver License Number M4605048240703 STATE: WISCONSIN COUNT Safety Equipment SHOULDER & LAP BELT Helmet Compliance Tint Compliance Airbag NON DEPLOYED IOT APPLICABLE EMS Agency Identifier Date of Death	MALE Race RY: UNITED STATES Trapped/Extricated NOT TRAPPED EMS Run #

WISCONSIN MOTOR VEHICLE CRASH REPORT

		Non Motorist Strik	ting Unit#	Location					
		Prior Action Prior Action							
TIND	INDIVIDUAL	Action							
		Action Other						To/From School	
					•			USS ADD College Habital public Services	
	ı	Drug & Alcohol NO	pected Alcohol L		Suspected Drug Use NO				
		Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type			Alcohol Test Resu	ults	
		Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Result	s		
10	Drug Type								
		Individual Condition							
		APPEARED NORMAL							
ı	Uni	t Summary						TO AND THE STATE OF THE PROPERTY OF	
	Unit	Status			ehicle Operating As Class	ification	UnitType		
		SALLY PARKED icle Type		D	CLASS		Operating As End	Acre emonts	
02		SSENGER VAN					Operating As End	rorsements	
	Tota 0	lOccs	Train/Bus#Re	ecorded T	otal#Citations Issued	Total Trai	lers Tota 0	l HazMat Types	
F	YES		Direction Of Tr NORTHBOU	ND [Pre CrashTire Mark	Speed Lii 25	2	Lanes	
LIND	10000000	t Harmful Event: Collision W TOR VEH IN TRANSPO			pecialFunction IO SPECIAL FUNCTIO	N	Emergency Motor Vehicle Use NOT APPLICABLE		
		fic Way IDED HWY W/O TRAFF	C BARRIER		raffic Control		Traffic Control Inoperative/Missing		
	0.000	асе Туре		247.5	oad Curvature		Road Grade		
		NCRETE :k Bus or HazMat		S	TRAIGHT		LEVEL		
	NO								
		Vehicle							
		License Plate Number 456PUG			Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATE		
02	02	Vehicle Identification Num		11	Make	Year	Model		
	0	5FNRL5H62CB118089 Color			HONDA Body Style	2012	ODYSSEY EX Bus Use		
		SIL - SILVER (ALUMIN	IUM)		VN - VAN			_	
E	SLE	Initial Contact Point 11 - LEFT FRONT CO	RNER	4	Vehicle Damage			7 8 9 10 TI	
UNIT	VEHICL	Extent Of Damage MINOR DAMAGE			10 - LEFT SIDE FRON 12 - FRONT	T, 11 - LEFT FR	ONT CORNER,	6 112 5 4 3 2 1	
		Towed Due To Damage NOT TOWED			Vehicle Removed By OPERATOR			L	

G7L0GL84FF

C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

		What Driver Was Doing LEGALLY PARKED	Vehicle Factors
		Driver Prior Action Other	NOT APPLICABLE
		Driver Actions NO CONTRIBUTING ACTION	
_	VEHICLE	No contrado tino xo tion	
UNIT	Ħ		
_	VE		
		OwnerName	Owner Address
	~	COLIN PATRICK MC CULLEY	1344 GREYSTONE DR
02	02	(920) 400-0185	PLYMOUTH, WI 53073 , US
		Sequence Of Events	
	01	PARKED MOTOR VEHICLE	
1	02	Event MOTOR VEH IN TRANSPORT	
"		Event	
	03	RIGHT TURN	
	04	Event	
-		Policy Holder	
UNIT		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

Claim #: Workfile ID:

3

0630654660000002-01

d1157ba5

Phone: (630) 524-8956 **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:

Point of Impact:

12 Front

Deductible:

1500.00

Repair Facility:

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

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

DRIVER CONVENIENCE KEYLESS ENTRY MESSAGE CENTER POWER DRIVER SEAT POWER WINDOWS **POWER LOCKS**

AUTOMATIC TRANSMISSION

POWER MIRRORS HEATED MIRRORS POWER TRUNK/LIFTGATE CRUISE CONTROL

TILT WHEEL

TELESCOPIC WHEEL STEERING WHEEL TOUCH

INTERMITTENT WIPERS

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

SATELLITE RADIO

AUXILIARY AUDIO CONNECTION

ELECTRIC GLASS ROOF SAFETY

ROOF

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**

SEATS

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

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 I	BUMPER						
2	* <>	Rpr	Bumper cover w/o park sensor	04711TK8A91ZZ			2.0	2.5
			NOTE: Adjusted base coat applicatio	n, based upon area of re	pairs nee	ded. Full clear coa	t 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 I	AMPS						
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 Adjusted base coat application, base				ed	
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	s, ROCKER &	FLOOR					
18	*	R&I	LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
19	MISCEL	LANEOUS OF	PERATIONS					
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

d1157ba5

063065466000000

Claim #: Workfile ID:

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.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

Claim #: Workfile ID: 063065466000000

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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 #: Workfile ID:

063065466000000

Item 10.

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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

Version

Image FileName Image Label

Insured Policy Number Claimant

Year

Make Model

VIN

Loss Date Appraiser

Photo Added Date

: 0630654660000002-01

: backdrivercorner

: Driver Side Rear

: Mc Culley, Colin

: 4545302160 : Mc Culley, Colin

: 2012

: Honda

: Odyssey EX-L : 5FNRL5H62CB118089

: 10/29/2021

: SIMMONS, TOBY

: 12/16/2021

GEICO

WISCONSIN

For supplements visit:partners.geico.com PO BOX 1231

> Manitowoc, WI 54221 Phone: (920) 412-8102

Claim #: Workfile ID:

0630654660000002-01

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

Point of Impact:

Days to Repair:

3

Repair Facility:

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

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:

133083

Interior Color: Exterior Color:

SILVER

License: State:

WI

456PLG

Odometer: 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)

PRIVACY GLASS

GLASS & MIRRORS DUAL MIRRORS

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

Item 10.

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 #: 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	вимр	R						
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	Ind.	3.0
				NOTE: MORE COST EFFECTIVE TO F	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	1						
14			R&I	LT R&I headlamp assy	33150TK8A01			0.3	
15	FENDER	l .							
16	*	S01	Rpr	LT Fender	60260TK8A90ZZ			2.0	1.
				NOTE: LABOR: Time is after bumper Adjusted base coat application, base					(-11
				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	
			50.00 -1 000	NOTE: HIDDEN DAMAGE		_	102.00	0.1	
20	*	S01	R&I	Mud guard front & rear set	08P00TK8100			0.2	
		501	1100	NOTE: LF ONLY	001 001110100			0.2	
21	PILLAR	S ROC	KFR &						
22	*	5, 1100	R&I	LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
23		S01	R&I	LT Glass assy Honda	73370TK8A01			1.0	
25		301	Rod	NOTE: REMOVAL FOR REPAIR	733701R0A01			1.0	
24	MISCEL	LANEC	IIS OP	PERATIONS		1000			
	#	LAIVE	Repl	Corrosion protection		1	10.00 T	0.3	
24 25				Cover Car		1	10.00 T	0.2	0
25			Rotn						0.3
25 26	#		Refn			4	F 00 T		
25		S01	Refn Subl Repl	Flex Additive Glass Installation Kit	ÿ.	1 1	5.00 T 25.00		

Claim #:

063065466000000

Item 10.

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	7			383.60

Workfile ID:

063065466000000

Item 10.

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
Chang	ed It	ems								
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			<u>-1.5</u>	<u>-1.9</u>
					NOTE: LABOR: Time is after bump Adjusted base coat application, ba	ased upon area of repairs ne				
16	*		S01	Rpr	LT Fender	60260TK8A90ZZ			2.0	<u>1.9</u>
					NOTE: LABOR: Time is after bump Adjusted base coat application, ba				d	
property constraints					AGREED TO MORE TIME					
Delete	ed Ite	ms								
2	*	<>		Rpr	Bumper cover w/o park sensor	04711TK8A91ZZ			<u>-2.0</u>	<u>-2.5</u>
					NOTE: Adjusted base coat applica	ation, based upon area of rep	pairs nee	eded. Full clear coat	allowed	
3	*				Add for Clear Coat					<u>-1.2</u>
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			<u>-0.2</u>	
Added	Iten	15								
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	O 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		ILLE								
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 NOTE: HIDDEN DAMAGE	HO1248141	1	102.00	0.4	

Claim #:

063065466000000

Item 10.

Workfile ID:

d1157ba5

Supplement of Record 1 Summary

		-			SUBTOTALS		701.40	0.9	0.5
				NOTE: FOR LT PILLAR GLASS					
28	#	S01	Repl	Glass Installation Kit		1	25.00		
				NOTE: REMOVAL FOR REPAIR					
23		S01	R&I	LT Glass assy Honda	73370TK8A01			1.0	
				NOTE: LF ONLY					
20	*	S01	R&I	Mud guard front & rear set	08P00TK8100			0.2	
2012 11	OND OU	yssey LA-L	ער ער	in 0-3.5E Gasonine Electronic Faer Injec	HOIT SILVER				
2012 H	OND O4	rccov FY-I	4D V/A	N 6-3.5L Gasoline Electronic Fuel Inject	tion SILVED				

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			0	849.70
NET COST OF SUPPLEMENT				849.70

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate Supplement S01	1,033.90 849.70	TOBY SIMMONS JEFFREY SCHMITZ
Workfile Total:	\$ 1,883.60	
TOTAL ADJUSTMENTS:	\$ 1,500.00	
NET COST OF REPAIRS:	\$ 383.60	

063065466000000

Item 10.

d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

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

THIS ESTIMATE 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.

Claim #:

Workfile ID:

0630654660000000

Item 10.

d1157ba5

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 #:

Workfile ID:

t: 063065466000000

Item 10.

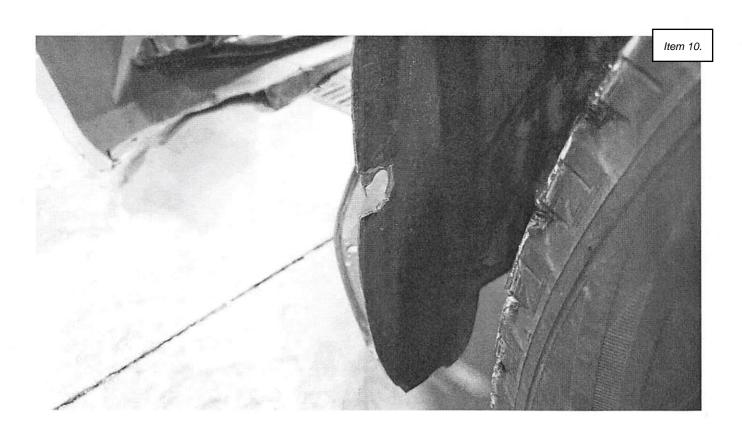
d1157ba5

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	#HO1000293	\$ 418.00
	4410 N. 132ND STREET, SUITE A	A/M Bumper cover w/o park sensor	
	BUTLER WI 53007	Quote: 1166779092	
	(414) 463-1019	Expires: 03/24/22	
9	National Autobody Parts Ship DFW	#HO1068115	\$ 13.65
	2000 E Main Street	A/M License mount	
	Grand Prairie TX 75050	Quote: 1135088785	
	(800) 214-7222	Expires: 02/14/22	
10	National Autobody Parts Ship DFW	#HO1042138	\$ 15.75
	2000 E Main Street	A/M LT Spacer	
	Grand Prairie TX 75050	Quote: 1135088785	
	(800) 214-7222	Expires: 02/14/22	
12	KEYSTONE-MILWAUKEE, WI	#HO1200207	\$ 127.00
	4410 N. 132ND STREET, SUITE A	A/M Grille	
	BUTLER WI 53007	Quote: 1166779092	
	(414) 463-1019	Expires: 03/24/22	
19	KEYSTONE-MILWAUKEE, WI	#HO1248141	\$ 102.00
	4410 N. 132ND STREET, SUITE A	A/M LT Fender liner	
	BUTLER WI 53007	Quote: 1166779092	
	(414) 463-1019	Expires: 03/24/22	



Item 10.

Claim Number Pay To The Order Of 0630654660000002 Colin Patrick Mc Culley

Financials

Gross Amount Net Amount Backup Withholding

\$383.60 \$383.60 \$0.00

Payment Identification

Issued Date Mail To Name 02/11/2022 Colin Patrick Mc Culley

Mail To Address

1344 Greystone Dr, Plymouth, WI, 53073-4573 Collision Coverage

Memo

Customer Choice

Payment Type 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

Item 10.



R. O. No. 93 - 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.

(SP	
ι.,	

CITY CLERK

THE MILWAUKEE CENTER 111 EAST KILBOURN AVENUE, 19TH FLOOR MILWAUKEE, WI 53202-6622

MTEN, GOM MAIN 414,273,1300 FAX 414.275.58+0



WILLIAM T. STUART ATTORNEY AT LAW WTS@MTFN.COM

October 7, 2021

() Personal () 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.

¹The Association is the association for the Blue Harbor Resort Condominium (the "Condominium"). 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:

<u>Use</u>. 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

October 7, 2021 Page 3

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 "<u>Public Records Request</u>"). 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 UNITS²

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 ("<u>Department</u>") to Architectural Design Consultants Inc. ("<u>ADC</u>") 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.

October 7, 2021 Page 4

- 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

October 7, 2021 Page 5

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

1 2 Item 10.

I

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.

FAP

CITY CLERK

PROGRESSIVE

Payment Address 24344 Network Place

Document Address P.O. Box 94639 Chicago, IL 60673-1243 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



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:

.

08-09-21

Date of Loss: 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 abovecaptioned 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 Com I am in receipt of your notice of lien, and by sign settlement.	pany - 21-4210327 ing below I do agree to protect said lien at time of							
(Insurance Company Rep. Signature)	(Date)							

Item 10.

Medical Payments Details

Named Insured: Mindy Smith Injured Party:

Mindy Smith 21-4210327

Claim Number: Date Of Loss: Total Billed:

Total Paid:

08-09-21 \$738.00 \$682.66

Provider	Exposure	Service Dates	Amount Billed		Service Type	Date Received	Lien	Invoice Number	Payment Status
COLUME	BIA ST MA	RYS HOSPITAL OZ	AUKEE I	NC				,	
	MEDPAY	08-18-21 / 08-18- 21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
COLUME	BIA ST MA	RYS HOSPITAL OZ	AUKEE	NC					
	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 EFT Trace Number: 714794252

Pay to the Order of:

VHAG SHEBOYGAN 3 LLC

3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA

In Payment Of:

Mailing Address:

Progressive Invoice Number: 87281770

Reviewed Summary -

Issuing Rep: JXB0358 Issue Date: 09-02-21 Last Updated Rep: JXB0358

Approved By: **Review Date:**

Total Amount:

Invoice Number: 87281770

\$105.50

Reviewed By:

Bank Information -

Type: Loss Stop Reason:

Bank Code: Cleared:

CTB 09-03-21

Stop Date:

Exposure Detail: COLL

Party Name: SMITH, MINDY Property Description: 06 HUMMER H3 Payment Type:

SUPPLEMENTAL PAYMENT

Amount Paid: \$105.50

Deductible Taken: \$0.00 Property Damage: \$0.00 Rental: \$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510195 **EFT Trace Number:** 714789208

Pay to the Order of: Mailing Address:

VHAG SHEBOYGAN 3 LLC 3624 KOHLER MEMORIAL DR

SHEBOYGAN, WI 53081 USA

In Payment Of:

Progressive Invoice Number: 87153078

Reviewed Summary -

Issuing Rep: A111378
Issue Date: 08-31-21
Last Updated Rep: A141463

Approved By: Review Date: Reviewed By:

Total Amount:

Invoice Number: 87153078

\$1,120.51

Bank Information

Type: Loss Stop Reason:

Bank Code: Cleared:

Stop Date:

Exposure Detail: COLL

Party Name: SMITH, MINDY
Property Description: 06 HUMMER H3

Payment Type: SUPPLEMENTAL PAYMENT

Amount Paid: \$1,120.51

Deductible Taken: \$0.00

CTB

09-01-21

Property Damage: \$0.00 Rental: \$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510221 **EFT Trace Number:**

714789208

Total Amount: \$500.00 Invoice Number: 87155627

Pay to the Order of:

Mailing Address:

VHAG SHEBOYGAN 3 LLC 3624 KOHLER MEMORIAL DR

SHEBOYGAN, WI 53081 USA

In Payment Of:

Progressive Invoice Number: 87155627

Reviewed Summary -

Issuing Rep: Issue Date:

A106724 08-31-21

Last Updated Rep: A106724

Approved By:

Review Date: Reviewed By:

Bank Information

Type:

Loss

Bank Code:

CTB

Stop Reason:

Stop Date:

Cleared:

09-01-21

Exposure Detail: COLL

Party Name:

SMITH, MINDY

Property Description: 06 HUMMER H3

Payment Type:

SUPPLEMENTAL PAYMENT

Amount Paid:

\$500.00

Deductible Taken: \$0.00 Property Damage: \$0.00

Rental:

\$0.00

Progressive

Estimate ID 21-4210327-01

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

License

Drivable

Black

WI-369WXL

5GTDN136868157769

Yes

Odometer

Mitchell Service Code

151535

910512

Primary Point of Impact

Rear (6)

Options

4 Wheel Drive

Air Conditioning

Alum/Alloy Wheels

Electric Defogger

AM-FM Stereo

Anti-Lock Brake Sys. (ABS)

Automatic Headlights

CD Player

Cloth Seat

Cruise Control

Daytime Running Lights

Driver Seat With Power

Driver-Front Air Bag

First Row Bucket Seat

Lumbar Support

Passenger-Front Air Bag

Power Door Locks

Power Remote Mirror

Interior Automatic Day/Night Or

Electrochromatic Mirror **Power Steering**

Power Windows

Keyless Entry System

Privacy Glass

Rear Gate Wiper

Skid Plate

Fog Lights

Telematic Systems

Tilt Steering Wheel

Tire Pressure Monitoring

System

Traction Control/Electronic

MINDY SMITH | 2006 HUMMER H3

Committed On 9/2/2021 11:24 AM

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 Page 1 of 8 Parts Profile SHEB WI All Part Types Parts Profile Version 3.0

			LABO	OR		PART —			
Line#	Description	Operation	Туре	Total Units	Туре	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

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
Lille	rait#	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

[#] Labor Note Applies

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	er:	
				TWH1034 Quoteld: 33091737		
				Description: TOW HOC	OK	
				Certified Original, Teste	ed,	
				Refinished, VIN mapped,		
			LIFETIME WNTY Cond: A		: 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.

F St	ım:	ate	Tota	115

Estillate rotals					
Labor	Units	Rate	Sublet Add'l A	mount	Total
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

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 repairbased 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

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.

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

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

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	
Change	l Entries			·			
S1 2	Mechani	cal 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 E	intries						
2	Mechani	cal 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		

Total Tax 84.48 Supp 2 Total Tax 89.98

Net

Supplement

285.20

Amount

Net Total

1,226.01

Program Calc Versions

Supp 1 9 AUG_21_V

Supp 2 9 AUG_21_V

Software Version:

21.2

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G7L0GL84FC C21-13561

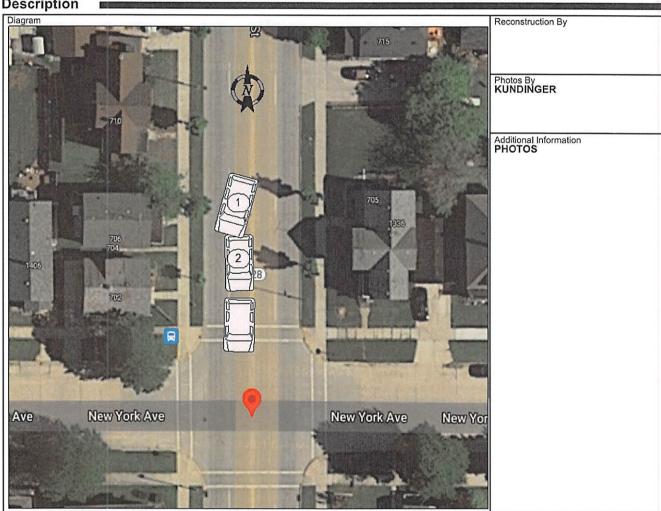
WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT 1315 N 23RD ST SHEBOYGAN, WI 53081 (920) 459-3333

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Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy		
						SERGEANT A. KUNDINGER		
Crash Date		Crash Time		Date Ar	rrived	Time Arrived		
08/09/2021		03:36 PM		08/09/2021		03:47 PM		
Date Notified		Time Notified		Total U	nits	Total Injured	Total Killed	
08/09/2021		03:36 PM		02		01	00	
On Emergency	On Emergency Hit and Run Lane Closu		ure Work Zone		☐ Trailer or T	owed	Reporting Threshold	
Government Property	Active School Zone		School Bus Related NO		Tags			
Reportable		Crash Type DT4000 (STA	NDARD CRASH)		Amended		Secondary Crash

Description



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.

G7L0GL84FC C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT

1315 N 23RD ST

SHEBOYGAN, WI 53081

(920) 459-3333

L	_oc	ution								
- [ONI	N 14TH ST/ STH28 W	В		Latitude			Longitu	ide	
	11 F				43.7519	68239		-87.72	2945415	
	OF NEW YORK AVE				X Coordin	nate		Y Coor	dinate	
	IN THE CITY OF SHEBOYGAN				441797.	441797.5 4844579				
	IN SHEBUYGAN COUNTY				Structure	Structure Type				
- 1										
	2	ah Caana			NAME OF THE PARTY		For Alberta Water G	25.10		
		sh Scene						2000	ON AND ALOND VALUE OF THE PARTY	
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	Unit:	Status RANSIT		Vehicle Ope	erating As Classification		Unit Type AUTOMO		ements	
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	Unit: IN T Vehice (SPC Total 1 Insur YES Most MO Trafff TWC Surfa CON Truck	Status RANSIT cle Type ORT) UTILITY VEHIC I Occs rance? B Harmful Event: Collision TOR VEH IN TRANSP ic Way D-WAY, NOT DIVIDED ace Type NCRETE k Bus or HazMat Vehicle License Plate Number E7300 Vehicle Identification Nu	Direction Of Travel SOUTHBOUND With PORT	Vehicle Ope D CLASS Total # Cita 0 Pre Special Fur POLICE Traffic Cont NO CONT Road Curva STRAIGH Plate Type OFF - MU Make	crating As Classification tions Issued CrashTire Mark action TROL ature IT	Total Tra 0 Speed L 25	Unit Type AUTOMO Operating A ailers imit Emergency NON-EME Traffic Cont NO Road Grade LEVEL Country of Is UNITED S' Model	Total Ha 0 Total Lai 4 Motor Vei ERGENC rol Inopera	nes hicle Use Y, NON-TRANSPORT	
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G7L0GL84FC

C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMLINT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

		Towed Due To Damage	Vehicle Removed By						
		TOWED BUT NOT DUE TO DISABLING DAMAG	OWNER						
		What Driver Was Doing	Vehicle Factors						
		GOING STRAIGHT	NOT APPLICABLE						
		Driver Prior Action Other	NOTAPPLICABLE						
TINO	VEHICLE	Driver Actions FOLLOWING TOO CLOSE	I						
		Owner Name SHEBOYGAN CITY	Owner Address 1315 N 23RD ST # 101						
0	01	(920) 459-3333	SHEBOYGAN, WI 53081 , US						
		Sequence Of Events Event							
	10	MOTOR VEH IN TRANSPORT							
	07	Event							
	03	Event							
	04	Event							
_		Policy Holder							
UNIT		Insurance Company	Government						
_		SELF-INSURED Individual	SHEBOYGAN CITY						
		Driver	Citations Issued	Sex					
	_	DEKKER JEFFREY JAMES MCCABE	0	MALE					
L	OUA		Date of Birth 10/09/1996	Race WHITE					
TINO	INDIVIDUAL	Address 533 MAPLE AVE OOSTBURG, WI 53070 , US	Driver License Number M2101709636902 STATE: WISCONSIN COUNTRY: UNITED STATES						
	Sai	fety Equipment POLICE	Safety Equipment						
		Row Seat Position	SHOULDER & LAP BELT						
		Helmet Use	Helmet Compliance						
		Eye Protection	Tint Compliance						
		Injury Severity	Airbag						
2	001	Injury NO APPARENT INJURY	NON DEPLOYED						
		Ejected Ejection Path NOT EJECTED NOT EJECTED/NOT AF	PPLICABLE	Trapped/Extricated NOT TRAPPED					
		Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #					
		Hospital	Date of Death	Time of Death					
		Distracted By Source NOT APPLICABLE (NOT DISTR	AACTER)						
		Distracted By Action	RACTED)						
		NOT DISTRACTED							

G7L0GL84FC C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT 1315 N 23RD ST SHEBOYGAN, WI 53081 (920) 459-3333

		Non Motorist Strik	ing Unit#	Location						
		Prior Action								
		Action								
	1									
_	UAI									
UNIT	INID									
_	INDIVIDUAL									
		Action Other				(To/From School		
		Suspected Alcohol Use			Suspected Drug Use					
	L	Orug & Alcohol NO		I Alachal Tast Time	NO		Alaskal Test Descri	. No.		
		Alcohol Test Given TEST NOT GIVEN Alcohol Test T		Alcohol Test Type			Alcohol Test Resu	its		
		Drug Test Given TEST NOT GIVEN	Drug Test Type			Drug Test Results	5			
10	001	Drug Type								
	0									
		Individual Condition								
		APPEARED NORMAL								
		Status	A CIME SINGLE	TV.	shiele Operating As Classic	Gestion		A STATE OF THE SECOND SECOND		
		RANSIT		1000	ehicle Operating As Classi CLASS	lication	Unit Type AUTOMOBILE	AUTOMOBILE		
02	Vehicle Type (SPORT) UTILITY VEHICLE			*****	Operating A			s Endorsements		
	Tota	Occs			otal # Citations Issued	Total Trail	1000	HazMat Types		
	1 Insur	ance?	Direction Of Tr	avel	_ Pre CrashTire	0 Speed Lin	nit Total	Lanes		
LINI	YES		ѕоитнвои	No. of the second secon	Mark	25	4	Vohisla Haa		
วั		Harmful Event: Collision Wi			pecial Function IO SPECIAL FUNCTIO	N	Emergency Motor Vehicle Use NOT APPLICABLE			
	0.0000000000000000000000000000000000000	ic Way D-WAY, NOT DIVIDED			raffic Control O CONTROL		Traffic Control Inoperative/Missing NO			
	Surfa	асе Туре		R	oad Curvature		Road Grade			
		ONCRETE ruck Bus or HazMat			TRAIGHT		LEVEL			
	NO									
		Vehicle License Plate Number			Plate Type	St	Country of Issuance			
		369WXL		100	AUT - AUTOMOBILE	wı	UNITED STATES			
05	02				Make HUMMER	Year 2006	Model H3 SUV			
		Color		E	Body Style		Bus Use			
	Ш	BLK - BLACK Initial Contact Point	-		LL - CARRYALL Vehicle Damage					
UNIT	ICL	06 - REAR						7 8 9 10 11		
5	VEHICLE	Extent Of Damage MINOR DAMAGE			06 - REAR			5 4 3 2 1		
		Towed Due To Damage NOT TOWED		1.	Vehicle Removed By OPERATOR					

G7L0GL84FC C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTNENT 1315 N 23RD ST SHEBOYGAN, WI 53081 (920) 459-3333

		What Driver Was Doing STOP IN TRAFFIC		Vehicle Factors			
		Driver Prior Action Other		NOT APPLICABLE			
LINI	VEHICLE	Driver Actions NO CONTRIBUTING ACTION	N				
02	02	Owner Name MINDY MILLER SMITH (920) 889-1369		Owner Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081	, us		
		Sequence Of Events Event					
	01	MOTOR VEH IN TRANSPOR	т				
	07	Event					
	03	Event					
	04	Event			er 1948 til statistick i 1946 til statistick och statistick och statistick och fra det en en en en en en en en		
F		Policy Holder	Anacenacione en Seña				
UNIT		Insurance Company PROGRESSIVE-CASUALTY-INS-CO		Individual MINDY SMITH			
		Individual					
		Driver MINDY MILLER SMITH (920) 889-1369		Citations Issued	Sex		
	Ļ			0	FEMALE		
_	DUA			Date of Birth 09/30/1977	Race WHITE		
TINO	INDIVIDUAL	Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US		Driver License Number \$5305537785002 STATE: WISCONSIN COUNTRY: UNITED STATES			
	Sat	On Duty Cr	ash	Safety Equipment			
	Jai	Row Row	Coat Desiries	SHOULDER & LAP BELT			
		01 - FRONT ROW	Seat Position 07 - LEFT	SHOOLDER & LAF BELT			
		Helmet Use		Helmet Compliance			
		Eye Protection		Tint Compliance			
02	000	Injury Seve	rity E INJURY	Airbag NON DEPLOYED			
		Ejected Ej	ection Path	Trapped/Extricated			
		NOT EJECTED N Medical Transport	OT EJECTED/NOT APP	EMS Agency Identifier	NOT TRAPPED EMS Run #		
		NOT TRANSPORTED		Zine rigeries (acritime)	Zine Kan n		
		Hospital		Date of Death	Time of Death		
		Distracted By NOT APP	By Source LICABLE (NOT DISTRA	ACTED)			
		Distracted By Action NOT DISTRACTED					
		Non Motorist Striking Un	t# Location				
		William Control of the Control of th					

G7L0GL84FC C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTM 1315 N 23RD ST SHEBOYGAN, WI 53081 (920) 459-3333

		Prior Action						
		Action						
	IAL							
UNIT	JDI.							
5	INDIVIDUAL							
	Z							
		Action Other					To/From School	
		Suspected Alcohol L	lse	Suspected Drug Use				
	I	Drug & Alcohol NO		NO				
		Alcohol Test Given	Alcohol Test Type			Alcohol Test Results		
		TEST NOT GIVEN						
		Drug Test Given TEST NOT GIVEN	Drug Test Type		Drug Test Results			
02	002	Drug Type						
-	0							
		Individual Condition						
		APPEARED NORMAL						



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	

FXP

Fax 123.456.7890

john.sample@fedex.com

Additional contact information

Item 10.

Mobile 123.456.7890 Telephone 123,456,78

John A. Sample Division Name 1234 Street Name Title First Line Title Second Line Building Number 123

Second Address 1234 Street Name Building Number 123 City Name, ST/PR 12345-6789 City Name, ST/PR 12345-6789



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

Wellage

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

VERIFY FOR AUTHENTICITY

NO. 76374396

11900 BOURNEFIELD WAY

SILVER SPRING, MD 20904

200268944 65-358/550 **VOID 180 DAYS AFTER ISSUE**

CHECK NUMBER 76374396 CHECK DATE 07/22/2021

CHECK AMOUNT 514.95

\$ ** 514.95 **

SHEBOYGAN CITY TAX COLLECTOR

TO THE ORDER OF

828 CENTER AVE STE 205 SHEBOYGAN, WI 53081 Account No: 950534 Invoice No: 38528

200 268 9 4 4 III :055003586: III 7 등 3 P U, 3 9 음 III

>075907594< 07/28/2021

For Remote Deposit Only

Wisconsin Bank & Trust 075907594

City of Sheboygan

FEDEX (PT)

PHOENIX AZ 85050 PH: 602-707-5575 PO BOX 71850

202

PAY

*** Five Hundred Fourteen And 95/100-Dollars ***



R. O. No. 133 - 21 - 22. By FINANCE DIRECTOR. February 7, 2022.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6880, in the amount of \$4,611.23, billed to Brian Dehne, regarding damage to a street light/sign located at the corner of 8th Street and Erie Avenue on April 4, 2018, has been settled with a payment to the City of Sheboygan in the amount of \$4,000.00.

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FINANCE DIRECTOR



City of Sheboygan 828 Center Ave, Suite 110 Sheboygan, WI 53081

PHONE (920) 459-3371 FAX (920) 459-3967 WEBSITE www.sheboyganwi.gov



CUSTOMER IN	OICE DATE	INVOICE N	UMBER	AMOUNT PAID	DUE DATE	INVOI	CE TOTAL DUE
DEHNE, BRIAN J. 1	1/02/2018	6880)	\$0.00	12/02/2018	\$	4,611.23
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
WORK ORDER 95868 SALARIES	1	\$510.00	EACH	\$510.00	\$0.00	\$0.00	\$510.00
EQUIPMENT RENTAL	1	\$340.00	EACH	\$340.00	\$0.00	\$0.00	\$340.00
MATERIALS STREET LIGHT/SIGN DAMAGED 8TH & ERIE 4/4/18	1	\$3,761.23	EACH	\$3,761.23	\$0.00	\$0.00	\$3,761.23
				Invoice	Total:	\$4,61	1.23

PAYMENTS MADE IN PERSON MAY BE DONE AT 1211 N 23RD ST



City of Sheboygan 828 Center Ave, Suite 110 Sheboygan, WI 53081 (920) 459-3371 Fax (920) 459-3967

40109 DEHNE, BRIAN J. 808 N WISCONSIN DR HOWARDS GROVE, WI 53083-1039

	INVOICE Remit Portion
Invoice Date	11/02/2018
Invoice Number	6880
Customer Number	40109
Amount Paid	\$0.00
Due Date	12/02/2018
Invoice Total Due	\$4,611.23

Please put Invoice Number on your check. Make Checks Payable to: City of Sheboygan



R. C. No. 37 - 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

In Shymin	DonoGena				
			 	Com	mittee
and adopted by the	IFY that the fo Common Council	of the	Sheboygan,		0.000
Dated	20_			, City	Clerk
Approved	20_	·		r	Mayor



R. O. No. $\frac{15}{1}$ - 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.

+,0	
Fal	CITY CLERK

RECEIVED BY

MKC

Item 10.

CLAIM NO.

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 17'20 PM12:01

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

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 ARGNTSEN
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 APROX 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. 674 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
	PLANTEN INTO SIDE WALK - BROKEN ARM, RIBS BROKEN É
	BRUISES 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.
0 A	(b) Claimant's statement of basis for such liability: PROPERTY & WARR SAID CITY KNEW PETER IN SINGWALK ENTAD PLALED A SAFETY CONE THEORE AT O ME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMOVED.
	· · · · · · · · · · · · · · · · · · ·

-20. Give a description of the injury, property damage or loss, so far as is known at ltem 10.
- Clad. (II there were no injuries, state "NO INJURIES").
BROKEN ARM - DAMMOLED SHOULDER - BROKEN RIBS - BRUISES ON FAC
TAKEN BY ABULANCE FROM SITE TO HOSPITAL E.R.
11. Name and address of any other person injured: NOWE.
12. Damage estimate: (You are not bound by the amounts provided here.)
Auto: \$ NonE
Property: \$ NonE
Personal injury: 3. 8 WE HAVE NOT RECEIVED BILLING FROM Other: (Specify below CANCELLED VACATION) 3. 7. FTC. CANCELLED VACATION
Other: (Specify below s ? P.T. ETC.
LOSS OF EMPLOYMENTAL \$?
- IUINU \$
Damaged vehicle (if applicable) NDNG
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.
LOCATION & N
FOR OTHER ACCIDENTS FALL ON O
10 0 1 1 2 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1
SIDEWALK SIDEWALK
CURB CENTER AVE
PARKWAY
) / SIDEWALK
SIGNATURE OF CLAIMANT & Written DATE 9/16/2020

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RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

LINDA ARENTIEN

Claimant's Address: 2709 PRAIRICE WINING CT Property

SHEBOYLAN, WI 5308/ Personal Injury \$ TBD

Claimant's Phone No. 920-980-8408 Other (Specify below) \$ TBD

TOTAL s

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.

DATE: 9/16/2020

ADDRESS: 2709 Frairic Winds (+., Sheboycan 5308)

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



R. O. NO. 137 - 21 - 22. By CITY CLERK. April 6, 2022.

Submitting a Petition for Hearing in the matter of Patrick A. Gillette ν Board of Police and Fire Commission.

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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 Class Code: 30107 Personal Injury - Other In excess of \$10,000

Petitioner

V

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 <u>federal</u> and state civil rights to contact, US Constitution Article I Sec. 10 Clause 1, impairing the obligation <u>of contract</u>, 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.
- (I) 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:

920-452-9914 patrickgillette@att.net 915 North Avenue Sheboygan, WI 53083

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 112-21-22 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.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

R.O. No. 112-21-22 is a claim from Wisconsin Public Service Corporation for alleged damages and associated loss of gas service near Mead Avenue on or about February 19, 2021. The claim for damages was received by the City Clerk's office on December 20, 2021.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents: R.O. No. 112-21-22

ATTACHMENTS:

I. R.O. No. 112-21-22

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 121-21-22 submitting a claim for excessive assessment from Reinhart Attorneys at Law regarding Tax Parcel No. 59281505650 (Badger State Lofts LP).

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

R.O. No. 121-21-22 is a claim from Reinhart Boerner Van Deuren s.c. (c/o Badger State Lofts LP) for excessive property assessment of parcel 59281505650 for tax year 2021.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents: R.O. No. 121-21-22

ATTACHMENTS:

I. R.O. No. 121-21-22

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 109-21-22 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.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

R.O. No. 109-21-22 is a claim from Gabrielle McMullen for damages to her driver's side mirror and window when it was inadvertently struck by a City plow while parked on Henry Street.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$1,126.82.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents: R.O. No. 109-21-22

ATTACHMENTS:

I. R.O. No. 109-21-22

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 107-21-22 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.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 8, 2022 MEETING DATE: April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

R.O. No. 107-21-22 is a claim from Progressive Insurance on behalf of Diana Suastegui for alleged damages to her vehicle when struck by a City of Sheboygan squad on Calumet Drive.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents: R.O. No. 107-21-22

ATTACHMENTS:

I. R.O. No. 107-21-22

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 143-21-22 submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

R.O. No. 143-21-22 is a claim from Traveler's Insurance on behalf of Gina M. Gordon for damages to her front bumper when she was accidently struck by a department of public works vehicle at the intersection of Wilgus and Taylor Drive.

STAFF COMMENTS:

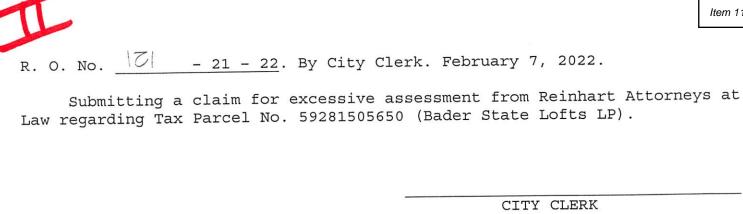
City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$1,117.94.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents: R.O. No. 143-21-22

ATTACHMENTS:

I. R.O. No. 143-21-22



Reinhart Attorneys at Law

MKC

#22-

Item 11.

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

Meredith DeBruin, Clerk City of Sheboygan City Hall 828 Center Avenue, Suite 103 Sheboygan, WI 5308

Dear Clerk:

Re: Tax Parcel No. 59281505650

() Posted

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.

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Meredith DeBruin, Clerk January 26, 2022 Page 2

- 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.

Meredith DeBruin, Clerk January 26, 2022 Page 3

46684067

Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,

Don M. Millis Agent for Claimant

Agent for

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I

R. O. No. 17 - 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.

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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

Page 2

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.

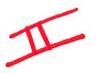
WE ENERGIES

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



R. O. No. $0^{-21} - 21 - 22$. 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.

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CITY CLERK

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RECEIVED BY

CLAIM NO. 19-7

Item 11.

CLAIM NO

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

DEC 15 2021

	Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence. Attach and sign additional supportive sheets, if necessary. 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: 920-254-0254-07 920-912-4027
4.	Business address and phone number of Claimant: NA
5.	When did damage or injury occur? (date, time of day) Dec 8, 2021, 10:152m
6.	Where did damage or injury occur? (give full description)
	left driver side mirror and driver side window
7.	and description) (F/OW (1/VP)
	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 office
	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:

10. Give a description of the injury, property damage or loss, so far as is known a time. (If there were no injuries, state "NO INJURIES").
Item
- Thurt
11. Name and address of any other person injured:
12. Damage estimate: (You are not bound by the amounts provided here.)
Auto: s 1200° estimated
Property: \$
Personal injury: \$
Other: (Specify below \$
TOTAL \$ 1200°
Damaged vehicle (if applicable)
Make: Cherrolet Model: Malibu Year: 2013 Mileage: 128,880
Names and addresses of witnesses, doctors and hospitals: The 2 plow
arivers. Gabrielle memullen 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.
OTE: If diagrams below do not fit the situation, attach proper diagram and sign.
FOR OTHER ACCIDENTS SIDEWALK CURB
PARKWAY SIDEWALK 23.29 HOUSE
SIGNATURE OF CLAIMANT Selsy ll Il Il DATE 12-15-21

.4			
DATE RECEIVED_		RECEIVED BY	
		CLAIM NO.	Item 11.
	CLAIM		
Claimant's Name: Gabrielle N	mulles	Auto	\$ 120000
Claimant's Address: 2329 Henry	ist.	Property	\$
Sheboygan, wi	53081	Personal Injury	\$
Claimant's Phone No. 920-254-0254	1920-912-4	27ther (Specify below)	\$
		TOTAL	\$ 120000
PLEASE INCLUDE COPIES OF A	ALL BILLS,	INVOICES, ESTIMATE	ES, ETC.
WARNING: IT IS A CRIMIN (WISCONSI		E TO FILE A FALSE (5 943.395)	CLAIM.
The undersigned hereby makes arising out of the circumstance Injury. The claim is for relief amount of \$ /2000.	s describ	ed in the Notice	of Damage or
SIGNED HAMMING	^	DATE: 12-15.27	

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 ACCIDENT DATE

C21-21232 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

Appraiser Name: Cliff Netzer

Address: 3400 South Business Drive

City State Zip: Sheboygan, WI 53081

Inspection Type: Secondary Impact:

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:

Ext. Color: CARBON FLASH MET

Ext. Refinish: Two-Stage Ext. Paint Code: 501Q,58

Lic State: WI

VIN: 1G11E5SA1DF299311

Mileage: 128,888
Mileage Type: Actual
Code: U2683B

Int. Color: Jet Black w/Premium Cloth/Leatherett

Int. Refinish: Two-Stage

Int. Trim Code: AFE

Options - AudaVIN Information Received

2nd Row Head Airbags

Alarm System

Auto Headlamp Control

AM/FM CD Player Aluminum/Alloy Wheels Bucket Seats

Daytime Running Lights

Air Conditioning Anti-Lock Brakes Center Console Dual Airbags

Cruise Control

12/10/2021 02:11 PM

Dual Zone Auto A/CEmergency S.O.S. SystemFloor MatsFog LightsHead AirbagsHeated Power MirrorsIlluminated Visor MirrorIntermittent WipersKeyless Entry SystemKnee Air BagsLED BrakelightsLeather Steering WheelLighted Entry SystemMP3 DecoderMetallic PaintOnStar SystemOverhead ConsolePower BrakesPower Door LocksPower Drivers SeatPower SteeringPower WindowsProjector Beam HeadlampsPwr Accessory Outlet(s)Pwr Driver Lumbar SuppRear Side AirbagsRear Window DefrosterRem Trunk-L/Gate ReleaseRemote StarterSide AirbagsSplit Folding Rear SeatStability Cntrl SuspensnStrg Wheel Radio Control
Tachometer Telescopic Steering Whl Tilt & Telescopic Steer Tilt & Telescopic Steer Traction Control System Trip Computer Trip Computer Velour/Cloth Seats Theft Deterrent System Tire Pressure Monitor USB Audio Input(s)

AudaVIN options are listed in bold-italic fonts

Damag	ges		***************************************								***************************************	***************************************	
Line	Op	Guide	МС	Description		MFR.Pa	art No.		Price	ADJ%	В%	Hours	R
Front D	oors												
	Е	221		Housing,Mirror		228605	42 GM F	art	\$262.57			1.0	SM
2	Е	278		Cover,Frt Doo: >> #22860531	r Mirror LT	228121	76 GM F	art	\$59.57*			0.2	SM
3	L	278	13	Cover,Frt Doo			Surface	ge setup				1.0	RF
4	Е	223		Glass,Front Do	oor T LT	0.1	Two-stag Two-stag 55 GM F	ge	\$430.33			0.6	SM
Manual 5	SB	es Items		AFTM WINDO >> STICKY TII		Sublet F 37-9300	Repair		\$100.00*				SM*
				MC I	Message								
				13	NCLUDES (0.6 HOUF	S FIRS	PANEL	TWO-STAGE AL	LOWANCE			
Estima	ate To	otal & En	tries			*************************************					***************************************		
OEM Pa Paint & Parts &	Mate	rials rial Tota	ľ		1.0	Hours @	\$42.00		\$752.47 \$42.00		5794.47		
Tax on I	Parts	& Mater	ial			@	5.500%	6			\$43.70		
Labor				Rate	Replace Hrs	Repair H	rs Tot	al Hrs					
Sheet M Mech/El	lec (N			\$62.00 \$130.00	1.8			1.8	\$111.60				
Frame (I Refinish				\$78.00 \$62.00	1.0			1.0	\$62.00				
Labor To	Laboi				@	5.500%)	2.8 H	\$9.55	\$1	73.60		
Sublet F Tax on S					@	5.500%)		\$100.00 \$5.50				

12/10/2021 02:11 PM

Gross Total Net Total

\$1,126.82 \$1,126.82

Alternate Parts Y/00/00/00/00/00 Cumulative 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

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



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JOE VAN HORN CHEVROLET **COLLISION CENTER**

Workfile ID: PartsShare: 618fb8e0 6ybXKb

Federal ID:

39-1052356

FAMILY BORN EMPLOYEE OWNED 3008 EASTERN AVE, P.O. BOX 298, Plymouth, WI 53073

> Phone: (920) 893-6361 FAX: (920) 893-0953

Preliminary Estimate

Job Number:

Written By: CHRIS WIFLER

Insured:

McMullen, Gabrielle

Policy #:

Claim #:

Type of Loss:

Customer: McMullen, Gabrielle

Date of Loss:

128,903

Point of Impact: 09 Left T-Bone (Left Side)

Days to Repair: 0

Owner:

Inspection Location:

Insurance Company:

McMullen, Gabrielle

JOE VAN HORN CHEVROLET COLLISION

CENTER

(920) 254-0254 Cell

3008 EASTERN AVE, P.O. BOX 298

Plymouth, WI 53073

Repair Facility

(920) 893-6361 Business

VEHICLE

2013 CHEV Malibu LT2 4D SED 4-2.5L Gasoline Direct Injection BLACK

VIN:

1G11E5SA1DF299311

Interior Color:

Mileage In:

License: State:

AKW-5234

Vehicle Out:

Exterior Color: Production Date:

BLACK 5/2013 Mileage Out: Condition:

Job #:

TRANSMISSION

WI

Automatic Transmission

Overdrive POWER

Power Steering Power Brakes

Power Windows

Power Locks Power Mirrors

Dual Mirrors

Heated Mirrors

Power Driver Seat DECOR

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.

I

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.

Fal.

CITY CLERK

PROGRESSIVE

Payment Address 24344 Network Place Chicago, IL 60673-1243 Cleveland, Ohio 44101-9908

Document Address P.O. Box 94639

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

Claim Payment Detail (21-7983848)

Payment Information

Disbursement Number: 372778006 Draft Number: 2040364438

Pay to the Order of:

SEZERO MEDINA

Mailing Address:

3625 GRANITE RD

In Payment Of:

SHEBOYGAN, WI 53083-1899 USA Progressive Invoice Number: 89950847

Reviewed Summary -

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

Total Amount:

Invoice Number: 89950847

\$500.00

Bank Information

Type: Stop Reason:

Loss

Bank Code:

1CD 11-22-21

Cleared:

Stop Date:

Exposure Detail: COLL -

Party Name: SUASTEGUI, DIANA Property Description: 06 NISSAN ARMADA Payment Type: FINAL PAYMENT

Amount Paid: \$500.00 Deductible Taken: \$0.00 Property Damage: \$0.00 Rental:

Date: 11/11/2021 11:01 AM Estimate ID: 21-7983848-03

Estimate Version: Committed

Profile ID: *SL-RV

Artisan and Truckers Casualty Co

Damage Assessed By: SCOTT BEHM

Appraised For: DIONNE HILLSTEAD

(715) 690-3552

Classification:

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 **Drive Train:**

VIN: 1111234567

Mileage: 113 OEM/ALT: 0

Search Code: None

Color: Grev

Options: SPECIAL PAINT/TRIM

Line	Entry	Labor		Line Item	Part Type/	Dollar	Labor
Item	Number	Type	Operation	Description	Part Number	Amount	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

7.1.241

Mitchell Data Version: OEM: SEP_21_V1019

Software Version:

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Page 1 of 3

Date: 11/11/2021 11:01 AM

Estimate ID: 21-7983848-03 Estimate Version:

Committed Profile ID: *SL-RV

Estimate Totals

l.	Labor Subtotals Body	Units 12.5 Taxable L Labor	Add'I Labor Amoun 0.00	Sublet Amount	Totals 1,062.50 T 1,062.50 58.44	II.	Part Replacement Summary Taxable Parts Sales Tax @ Total Replacement Parts Amount	5.500%	Amount 866.98 47.68 914.66
	Labor Summary	12.5			1,120.94				
III.	Additional Costs Total Addition	nal Costs			Amount 0.00	IV.	Adjustments Insurance Deductible		Amount WAIVED
							Customer Responsibility		0.00
						I. II. III.	Total Labor: Total Replacement Parts: Total Additional Costs: Gross Total:		1,120.94 914.66 0.00 2,035.60
						IV.	Total Adjustments: Net Total:		0.00 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,

ESTIMATE RECALL NUMBER: 11/11/2021 11:00:28 21-7983848-03

Mitchell Data Version: OEM: SEP_21_V1019

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Page 2 of 3

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

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	FACILITI	ES:				
I ACKNOWLE	DGE 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.

ESTIMATE RECALL NUMBER: 11/11/2021 11:00:28 21-7983848-03

Mitchell Data Version: OEM: SEP_21_V1019

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Page 3 of 3

Software Version:

7.1.241

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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.

Fill

My hyme Nowbur								
						nuccijiu	Comr	mittee
I HEREBY CERTIFY that th and adopted by the Common Cou day of	ncil of	the	City	of S	heboygan,			
Dated	20	_· _					City	Clerk
Approved	20	_· _				#14 to 14 to		Mayor

I

R. O. No.)43 - 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.

z. 0	CITY CLERK
fat	

12021 DATE RECEIVED 3-11-2021

RECEIVED BY

CLAIM NO.

MCC 25-20

Traveler's Claim ILL5572

SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 1 1 2021

Item 11.

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.
	Name of Claimant: Gina M. Gordon 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.	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:

	ies, state "NO INJURIES").
No injury to person(s)	
	7 Volkswagen Alltrack
11. Name and address of any other	person injured:
12. Damage estimate: (You are not	t bound by the amounts provided here.)
Auto:	ş 1,117.94
Property:	<u>\$</u>
Personal injury:	\$
Other: (Specify below	\$
TOTAL	4 447 04
Police Report Attached	TE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE
NAMES OF ALL STREETS, HOUSE NUMBER (IF APPLICABLE), WHICH IS CLAIMANT	RS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE VEHICLE, LOCATION OF INDIVIDUALS, ETC.
 	
7/	FOR OTHER ACCIDENTS
CURB	FOR OTHER ACCIDENTS SIDEWALK
CURB	/

		_	
;DATE' RECEIVED	RECEIVED BY _		Item 1
	CLAIM NO.		
CLA	IM		
Claimant's Name:	Auto	\$	
Claimant's Address:	Property	\$	
	Personal Injury		-
Claimant's Phone No.	Other (Specify belo		
		\$	
WARNING: IT IS A CRIMINAL OFF (WISCONSIN STAT	FENSE TO FILE A FALSE UTES 943.395)	CLAIM.	
The undersigned hereby makes a clarising out of the circumstances des Injury. The claim is for relief in the amount of \$1,117.94	cribed in the Noti	70 of D	
signed Gina M. Gordan	DATE: 1-28-2021		
ADDRESS: 2027 N 10th St, Sheboygan Wi			

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: a request to refer pending litigation to the Finance and Personnel Committee of the 2022-2023 Common Council.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

The R.O.'s listed below were referred to the Finance and Personnel Committee by the 2021 – 2022 Common Council.

STAFF COMMENTS:

These lawsuits are still in litigation therefore City Staff is requesting they be carried forward to the 2022 – 2023 Finance and Personnel Committee.

ACTION REQUESTED:

Motion to recommend the Common Council refer the open claims to the 2022-2023 Finance and Personnel Committee.

ATTACHMENTS:

- I. R.O. No. 105-21-22
- II. R.O. No. 79-21-22
- III. R.O. No. 68-21-22
- IV. R.O. No. 32-21-22
- V. R.C. No. 325-20-21
- VI. R.O. No. 133-21-22



R. O. No. 05 - 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	

TIP

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF **SHEBOYGAN**

Electronic Filing Notice

Case No. 2021CV000325 Class Code: Money Judgment FILED 08-16-2021

Sheboygan County Clerk of Circuit Court 2021CV000325 Honorable Angela W. Sutkiewicz

Branch 3

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

Process Server V V Tone: 12:00 am(pr () Substitute () Personal () Corporate () Posted

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 guestions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

> Sheboygan County Circuit Court Date: August 17, 2021

Case 2021CV000325

Document 2

Filed 08-16-2021

Page 1 of 7

FILED

Item 12.

08-16-2021 Sheboygan County

Clerk of Circuit Court

STATE OF WISCONSIN

CIRCUIT COURT CIVIL DIVISION

SHEBOYGAN 02 OCU 000 T325

Honorable Angela W. Sutkiewicz

Branch 3

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,

Case 2021CV000325 Document 2 Filed 08-16-2021 Page 2 of 7

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 <u>s/Douglas A. Pessefall</u>
Attorney for Plaintiff
Midstate Amusement Games, LLC

45910365

Item 12.

Case 2021CV000325 Document 2 Filed 08-16-2021 Page 3 of 7 FILED 08-16-2021 Sheboygan County Clerk of Circuit Court STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN 02 OUV NOT 325 CIVIL DIVISION Honorable Angela W. Sutkiewicz Branch 3 MIDSTATE AMUSEMENT GAMES, LLC 1161 Industrial Parkway Fond du Lac, Wisconsin 54937, Plaintiff, Case No. V. 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.

Item 12.

- 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").

45910365

- 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;

4

- 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

Douglas A. Pessefall State Bar No. 1034109 dpessefall@reinhartlaw.com

Mailing Address: P.O. Box 2965 Milwaukee, WI 53201-2965

Telephone: 414-298-1000 Facsimile: 414-298-8097 BY <u>s/Douglas A. Pessefall</u>
Attorney for Plaintiff
Midstate Amusement Games, LLC

Case 2021CV000325

Document 3

Filed 08-16-2021

Page 1 of 5

Item 12.

AFFIDAVIT OF SERVICE ON CORPORATION

FILED 08-16-2021

Sheboygan County

021

STATE OF WI

CIRCUIT

COURT

SHEBOYGAN

Clerk of Circuit Court 2021 CV000325

Honorable Angela W.

Sutkiewicz

Branch 3

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-

State of Wisconsin, Milwaukee, County Subscribed and Sworn to before me,

Notary Public A or 01/29/21 ly commission expires of 4/19/24

OF V. Contraction

MYHRE PROCESS/MITwaukee, WI 53203

STEPHEN MAJORS





January 28, 2021

Reinhart Boerner Van Deuren's 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

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 abovereferenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

- This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful 1. 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.
- 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.
- 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.
- 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

Mhysia Clevery Deputy Clerk

Ms. Meredith DeBruin January 28, 2021 Page 2

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 yery/thul

Douglas A. Vessefall

44881400

Enc.

SECA 850

PERSONAL PROPERTY TAX BILL FOR 2020

information, and maps go to treasurer.sheboygancounty.com CITY OF SHEBOYGAN To view payments, property

Total Due For Full Payment By January 31, 2021 \$12, 093,86

Pay First Installment Make Check Payable and Mall to: 8y January 31, 2021 \$12, 093, 86 : 88 :

CITY OF SHEBOYGAN FINANCE DEPARTMENT 828 CENTER AVENUE SHEBOYGAN WI 53081-4442 920-459-3311

MIDSTATE AMDSEMENT GAMES, LLC 1219 APPLETON RD MENASHA WI 54952-1501

Parcel #: 59281850858P

Alt. Parcel #:

Bring Tax Bill, Payment, Envelop Drive-Thru Drop Off Service only Mort-Fri - 9:00 to 4:00 Bank Cottaction Hours Tear.off this tub and include with your fitst or Aul payment. If mostip is needed, sand a sear-addressan stamped envelope. If payment is made by check, receipt is not vaid until thack has ceared all banks. Wisconski Bank & Trust 4210 Ferhary 42 North Sheborgan 655 S Taylor Drive, Sheborgan 3220 S Businese Drive, Sheborgan Payments are to be made at one of the 3 Wisconsin Benk & Trust locations in Shotogram. Collection Detes/Times NO BLPERSON PAYMENTS Municipality Location City of Shaboygen

WILL BE ACCEPTED IN

ONLY DROP OF SERVICE AVAILABLE IN BANKS 3220 & Business Drive, Biologon No Saturday oxinction
OTY HALL

ORIVE-THRU Enclose a self-addressed samped
only 122220 Count 122220 Closed 122220 Close MPORTANT INFORMATION: Detes Municipality Closed: Online Peyments: Other Information; Drop Box

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CATTA-SONAL PROPERTY TAX BILL FOR 2020
PARCEL#: 69281860858P SHEBOYGAN COUNTY

Ass'd Value Improvements
Property

Personal

Property Address

Total Eat. For Mit. 556, 000

Est Fair Mit Ingrovements Property

A ster in this box means urpoid prior year taxes 12,093.86 Warning: If not paid by due dates, installment option is but and both lars ladefindual; if specieshe, penalty, if specieshe, penalty, and Fallure to pay on three. See reverue. Gross Property Tax

Gross Property Tax

Gross Property Tax

Gross Property Tax

Lottary Credit

Lottary Credit

Lottary Property Tax

14 -12.38

1 -11.88 RETAIN THIS PORTION AS YOUR COPY 2,712.70 4,284.31 Tota Assessed Value Ave. Assent, Ratio Est Fair Nat Lend 450, 810 0.8108 School usus natuool by \$ 826.85 lathofit Alti: Be are this description ones you properly. This school levy tax credit 3,038,20 5,310.01 4,856,74 475,70 13,680.65 13,680,65 78, 243, 605 81, 557, 534
First Dollar Gradit
Lottery & Garning Credit
Not Property Tax 1,788,950 13,404,466 63,347,472 3,016,646 Est. State Aids Alocated Tax Dist. 1,676,384 13,124,440 60,579,469 2,863,312 Eat. State Alds Allocated Tax Dist. MIDSTATE ANUSEMENT GAMES, ILC 1219 APPLETON RD MENASHA WI 54952-1501 SHEBOYGAN COUNTY CITY OF SHEBCYGAN SHEBOYGAN SCHOOL LIC STATE OF WISCONSIN Total Taxing Jurisdiction

FOR INFORMATIONAL PURPOSES ONLY -- Voter Approved Temporary Tax Increases Taxing Juriediction School.

Applied to Property 111.85

Normane Enda 2037

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Franging



May 13, 2021

CERTIFIED & RESTRICTED MAIL

Attorney Douglas Pessefall Reinhart Boerne Van Deuren S.C. P.O. Box 2965 Milwaukee, WI 53261-2963

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 ATTOMEY

CCA/mms

cc:

CITY HALL 828 CENTER AVENUE

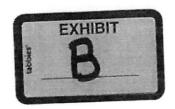
CITY ATTORNEY'S OFFICE

SUITE 210 SHEBOYGAN, WI 53081

920/459-3917 FAX 920/459-3919

www.sheboyganwi.gov

City Clerk Meredith DeBruin Accountant Christina Lueptow City Assessor Michael Grota Director of Liability Claims Allison DeFranze



Case 2021CV000325

Document 4

Filed 09-24-2021

Page 1 of 1

Item 12.

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 Item 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

Case 2021CV000325

Document 6

Filed 09-24-2021

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Item 12.

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 Iter 09-24-2021 Sheboygan County Clerk of Circuit Court 2021 CV000325

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

Case 2021CV000325

Document 11

Filed 09-27-2021

Page 1 of 1

Item 12.

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

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.

Lay of September, 2021.

Mailing Address: 2512 N. 89th Street Wauwatosa, WI 53226 Telephone: 414-698-1301

Douglas A. Pessefall State Bar No. 1034109 Case 2021CV000325

Document 8

Filed 09-27-2021

Page 1 of 1

Item 12.

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

FILED Item 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

// // Item 12.



R. O. No. 9 - 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.

TAP

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Washington School Apartments, LLC vs. City of Sheboygan

Notice

Case No. 2021CV000312 Class Code: Money Judgment

Electronic Filing

CORPORATE

CITY OF SHEBOYGAN 828 CENTER AVENUE SHEBOYGAN WI 53081

AUG 30 '21 PM 1:24

FILED 08-06-2021

Sheboygan C

2021CV000312

Borowski Branch 5

Clerk of Circuit Court

Honorable Daniel J

Item 12.

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

280

Sheboygan 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

Isl 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

Sheboygan Clarky
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.

- 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.
- 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 \$1,256,740.00.
- 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

Isl 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	- 252
200 North Main Street	10000 Innovation Drive, Suit	e 250
Oregon, WI 53575 Requestor's telephone number	Milwaukee, WI 53226	
Land Line	Agent's telephone number	Land Line
() - Cell Phone	(262) 225-1784	X Cell Phone
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 wain $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	ving of 80R hearing	
Property owner's opinion of value		
\$ 1,550,000		
Basis for request		
The subject property's 2021 assessed value exceed		
Date Notice of Intent to Appear at 90R was given	Date Objection Form was completed and subm	nitted
5/3/2021	5/3/2021	
Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be comme hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be comme Requestor's / Agent's Signature * If agent, attach signed Agent Authorization Form, PA-105	enced with 60 days of the receipt of the not	
Decision		
Approved Denied		
Reason		
VSG25011		
Board of Review Chairpersur's Signature		6/8/2021
X Taxpayer advised (o· 10· 2021		y 75000



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.

C	ITY CLE	RK	

(xP

FILED Item 12

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 08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W.

Sutkiewicz Branch 3

CITY OF SHEBOYGAN 828 CENTER AVENUE, SUITE 100 SHEBOYGAN WI 53081 Process Server Date: 121 Time: 120 am/6m
() 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 Item 12. 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,

Case No.: 21-CV-Case Code: 30301

(Money Judgment: Over \$10,000)

v.

CITY OF SHEBOYGAN, 828 Center Avenue, Suite 100 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 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

Bv

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

Case 2021CV000309

Document 2

Filed 08-04-2021

Page 3 of 8

Item 12.

08-04-2021 Sheboygan County

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

2021CV000309 Honorable Angela W. Sutkiewicz

Branch 3

Clerk of Circuit Court

WAL-MART REAL ESTATE BUSINESS TRUST, 702 SW 8th Street

Bentonville, Arkansas 72716,

Plaintiff,

Case No.: 21-CV-Case Code: 30301

(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN, 828 Center Avenue, Suite 100 Sheboygan, Wisconsin 53081,

V.

Defendant.

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:

- Α. A determination that the value of the Property as of January 1, 2021 was no higher than \$6,250,000.
- В. 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: Unstat I the

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 Item 12.

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 City of Sheboygan Requestor's name								
Requestor's name		County Sheboygan Agent name (if applicable) *						
Wal-Mart Stores, Inc.		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	X Land Line	Agent's telephone number	X Land Line					
(479) 204 - 3835	Cell Phone	(414) 271 - 1440	Cell Phone					
Requestor's email address		Agent's email address						
brandon.caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com						
3711 S. Taylor Drive, Sheboygan, Willegal description or parcel number 59281-479120 axpayer's assessment as established by assessor – Value 17,685,500		ving of BOR hearing						
froperty owner's opinion of value 6,250,000 lasis for request								
2020 matter is currently pending in Cir	rcuit Court.							
Date Notice of Intent to Appear at BOR was given		Date Objection Form was completed and submitted						
06 - 03 - 2021		06 - 03 - 2021						
I parties to the hearing understand that in is. Stats. An action under sec. 70.47(13), Wisearing. An action under sec. 74.37(3)(d), Wisearing. An action under sec. 74.37(d), Wisearing. An action under sec	s. Stats., must be com Stats., must be comme	menced within 90 days of the receipt o enced with 60 days of the receipt of the no	f the notice of the waiving of th					
ecision Approved Denied								
eason								
ard of Review Chairperson's Signature	0.5051	PLAINTIFF'S EXHIBIT A	6/8/2021 Date					
lavaayor advisad								

Item 12.



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.

_0	CITY CLERK	

Case 2021CV000211

Document 2

Filed 06-04-2021

Page 1 of 14

Item 12.

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward
Stengel

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,

CITY OF SHEBOYGAN

-V-

Sheboygan City Hall 828 Center Avenue, Suite 300 Sheboygan, WI 53081,

Defendant.

Process Server Date: 9/9/21 Time: 72115 am/pm
() Personal () Substitute
() Posted () Corporate

Branch 1

Case No. 21 CV

Case Code: 30701 Declaratory Judgment

JUN 9'21 - 12:25

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,

Item 12.

Once Server

Date Tone ampm
()Personal () Substante
()Personal () Corporate

12319

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.

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 Case 2021CV000211

Document 2

Filed 06-04-2021

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Item 12.

FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward

STATE OF WISCONSIN

CIRCUIT COURT BRANCH __

SHEBOYGAN COUNTY

Stengel Branch 1

LINK MEDIA WISCONSIN, LLC d/b/a Link Media Outdoor 200 Mansell Ct. East Bldg. 200 Suite 360 Roswell, GA 30076,

Plaintiff,

-V-

Case No. 21 CV

Case Code: 30701 Declaratory Judgment

CITY OF SHEBOYGAN

Sheboygan City Hall 828 Center Avenue, Suite 300 Sheboygan, WI 53081,

Defendant.

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.

Document 2

- 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.

Document 2

- 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.
- The manner in which Link's sign structures located in "business areas" are 15. 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.
- Among Link's signs located in Sheboygan County is a billboard located adjacent 17. 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 onpremise 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:

Document 2

"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:

- For a finding that a justiciable controversy exists which satisfies the conditions for Α. declaratory relief under Wis. Stat. § 806.04;
- For a judgment under Wis. Stat. § 806.04 entering the declaratory relief requested В. herein.
- C. For an Order awarding to Plaintiff all allowable costs, disbursements and attorney's fees; and,
 - Any other remedies the Court deems just and equitable. D.

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	I	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	

Item 12.

Case 2021CV000211 Document 2 Filed 06-04-2021 Page 13 of 14

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 < <u>Vicki.Harkins@dot.wi.gov</u>>
Cc: Melissa J. Johnson < <u>mjohnson@vonbriesen.com</u>>

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

Item 12.

Case 2021CV000211 Document 2 Filed 06-04-2021 Page 14 of 14

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>

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

Item 12

Document 1

Filed 06-04-2021

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Item 12.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Link Media Wisconsin, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000211 Class Code: Declaratory Judgment FILED
06-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000211
Honorable L Edward
Stengel
Branch 1

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

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.

FAP 71-00

My hyme Nowhu		-					
		· :				Comr	mittee
I HEREBY CERTIFY that the and adopted by the Common Coun day of		the	of	Sheb	oygan,		
Dated	20					 , City	Clerk
Approved	20	· _	 			 	Mayor

Item 12.

09 - 20 - 21. By CITY CLERK. December 7, 2020. R. O. No. Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan. CITY CLERK

Case 2020CV000426

Document 1

Filed 12-01-2020

Page 1 of 1

Item 12.

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 FILED 12-01-2020 **Sheboygan County Clerk of Circuit Court** 2020CV000426 Honorable L Edward Stengel

Branch 1

CITY OF SHEBOYGAN SUITE 100 828 CENTER AVENUE SHEBOYGAN WI 53081

() Personal () Posted

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

Case 2020CV000426

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Item 12.

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.

Case No.: 20-CV-

Case Code: 30301

v.

(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN, 828 Center Avenue, Suite 100 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 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 Case 2020CV000426

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Item 12.

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,

Case No.: 20-CV-Case Code: 30301

(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN, 828 Center Avenue, Suite 100 Sheboygan, Wisconsin 53081,

v.

Defendant.

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:

Document 2

- 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 Municipality

City of Sheboygan

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 1th 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.

County

Sheboygan

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

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	Gimbel, Reilly, Guerin & Brown, LLP
Bentonville, AR 72712	330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number X Land Line	Agent's telephone number
(479) 204 - 3835	(414) 271 - 1440
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 w	raiving of BOR hearing
\$ 13,265,000	
Property owner's opinion of value	
\$ 6,250,000	
Basis for request	
- C - C - C - C - C - C - C - C - C - C	ling 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
Requestor's / Agent's Signature	menced with 60 days of the receipt of the notice of the waiving of the heari
*If agent, attach signed Agent Authorization Form, PA-10	05
5 - 1 - 1	
Decision	
Approved Denied	
Reason	
Board of Fleviel Chairpe (sqn's) Ignature	10/14/3E31
Taxpayer advised 10-16-2020 Date	PLAINTIFF'S EXHIBIT
PA-813 (R. 10-16)	A Wisconsin Department of Rev

Item 12.



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.

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CITY CLERK

Enter the name of the county in which you are	STATE OF WISCONSIN, CIRCUIT COURT,	Item 12.
filing this case. The plaintiff is the person	SHEBOYGAN COUNTY	CLERK CIRCUIT COURT
bringing the law suit.	PETER WILLIAM REICHELSDORFER Sirst name Middle name Last name	FILED
Enter the Plaintiff's name and address. If two plaintiffs are living at the	1424 CASTLE AVENUE	2022 MAR -4 P 1: 20
same address, then the	Aggress	SHEBOYGAN COUNTY WISCONSIN
be listed together.	SHEBOYGAN, WISCONSIN 53081 City State Zio	
For more plaintiff's, check the "additional plaintiffs" box and attach another	See attached for additional plaintiffs.	
sheet with their names and addresses.	-vs-	Hon. Daniel J. Borowski
If this is an Amended Complaint, check the box	To: Defendant(s): CITY OF SHEROYGAN DEPT. PUBLIC WORK First Jame Middle name Last name	Amended
Enter the case number given you by the Clerk.	CITY HALL	Summons and Complaint (Small Claims)
The defendant is the person or business you are suing. Enter the name(s) and	\$28 CENTER AVENUE SUIT 210	Case No. 225c0293
address(es) of the defendant(s).	SHEBOYSA, WISCONSIN 53081	Claim for money (\$10,000 or less) 31001 Torl/Personal injury (\$5,000 or less) 31010
For more than two defendants, check the	See attached for additional defendants	Return of property (replevin) 31003 Eviction 31004
"additional defendants" box and attach another sheet with their names and		☐ Eviction due to foreclosure 31002 ☐ Arbitration award 31006
addresses.		Return of earnest money 31008
On the far right: Check one of the boxes to show what type of small claims		If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070
case you are filing. Note: The clerk will provide the phone number for the disability box.		prior to the scheduled court date. Please note that the court does not provide transportation.
	SUMMONS	
Do not check either of these boxes.	To the Defendant(s): You are being sued as described on the attached	When to Appear/File an Answer
The clerk will check one or both and circle "AND"	complaint. If you wish to dispute this matter: Tou must appear at the time and place stated.	MAR 28 2022 08:30 AM
or "OR" according to local court procedure.	You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or	Place to Appear/File an Answer SHEBOYGAN COUNTY COURTHOUSE
The clerk will circle what you need to do and will	petore the date and time stated.	B-10 Lower Level 615 North 6 Street
provide the data, time, and place to appear and/or answer.	If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.	Sheboygan, WI 53081
Notes I cave dates blank; the clerk or plaintiff's	Clerk/Attorney Signature Model Town	Date Summons Issued Date Summons Mailed
attorney will enter them :	1 January / Kry	MAR 0 4 2022

COMPLAINT

Plaintiff's Demand:

	The plaintiff states the following claim against the defendant(s):	
Check the box for the type	Plaintiff demands judgment for: (Check as appropriate)	
of small claims case you	☐ Claim for Money \$	
have filed.	☐ Tort/Personal injury \$	
	Return of property (replevin) (Describe property in 2 below.)	
See Basic Guide to	(Not to include Wis. Stats. 425.205 actions to recover collaboral.)	
Wisconsin Small Claims	Eviction	
Actions (SC-6000V).	Eviction due to foreclosure	
	Return of Earnest Money	
	Confirmation, vacation, modification or correction of arbitration awa	771
<i>'</i>	Plus interest, costs, attorney fees, if any, and such other relief as the co	urt deems proper.
Briefly explain the facts	Brief statement of dates and facts:	
and why the court should award you what you are	(If this is an eviction action and you are seeking money damages, you must also state the	t claim on this form)
asking for.	CHRONOGOLY OF CLAIM	on the folling
For Eviction Actions: 1f		
you are seeking money		To get the property of the term of the second of the secon
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 daniages		
cannot yet be determined.		
If you need more room,	See attached for additional information. Provide copy of attachments for	and and
check this box and attach additional sheets.	defendant(s).	n court and
Check if you are the	Lama Man TV alamate	
plaintiff or the attorney.	I am the ☑ plaintiff. ☐ attorney for⁄the plaintiff.	
) determine planning.	
Enter your or your	P. 1/1/1/1/1/1/1/1/	
attorney's name and date.	2 / CUVICIVITI	
Print or type your name.	Plaintiff Attorney's Signar	ure
Enter your or your	Name Printed or Typed Alternation Many Science	the state of the s
attorney's phone number. An attorney must enter his	Attorney's Name Printed	or Typed
or her State Bar Number.	Address Attorney's Addre	SS
law firm and address.	SHEBOYGAN, WI 53081	THE STATE OF THE S
	Email Address Attorney's Email Address	Telephone Number
	arktos-6 outlook, com Telephone Number 222-21-216 Data An 12 - Data	
	Telephone Number 930-316-2119 Date MADA 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.
	Property of the control of the contr	

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

Courthouse 615 North 6th Street Sheboygan, WI 53081

	•	N.)
Enter the name of the	STATE OF WISCONSIN, CIRCUIT COURT,	Item 12
county in which you are	SHEBOYGAN COUNTY	
filing this case.		
Enter the Plaintiff's name.	Plaintiff(s):	
The Plaintiff is the person bringing the lawsuit.		
Enter the Plaintiff's	First name Middle name Last name	
address.		
If there is more than one	Address	
plaintiff, check the		
"additional plaintiffs" box and attach another sheet	Address	₩
with their names and		
addresses.	City State Zip	
Enter the case number from the summons and	See attached for additional plaintiffs.	
complaint.	-VS-	
Enter your name. You are	Defendant(s):	Answer and Counterclaim
the Defendant.		(Small Claims)
	First name Middle name Last name	,
Enter your address.	According to the Control of the Cont	Case No
If there is more than one	Address	
defendant, check the		
"additional defendants" box and attach another	Address	
sheet with their names and		
addresses.	City State Zip	
	See attached for additional defendants.	
	ANSWER	
	I am the defendant (or an authorized representative of the	he defendant):
Check 1 or 2.	☐ 1. This matter IS NOT contested. I agree with the	plaintiff's claim. Judgment may be
Check 1 if you do not dispute the plaintiff's	taken as requested in the complaint, plus costs a	
claim.	-OR-	·
Check 2 if you do dispute	\square 2. This matter IS contested. I do not agree with the	plaintiff's claim. This matter should be
the plaintiff's claim. State	scheduled so that the parties may present their e	evidence. The reason(s) why the matter
the reasons why you		ee attached for additional information.
disagree.		or attached for additional information.
Check the box if you need		
more room and attach any additional pages.	-	
See <u>Pre-Judgment: Basic</u>		
Steps to Small Claims		
Service (SC-6050V).		

Counterclaim/Demand

	Counter	Ciaiiii/Deiliaiic	
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 plainti	ff(s).
Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand. Briefly explain why the	☐ I/We have a counterclaim/demand agains plaintiff(s) for \$, plus intererelief as the court deems proper.		
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.	Defendant(s) certify that a copy of this a mailed to the plaintiff(s) or plaintiff's att		terclaim has been or will be
Follow local rules for filing and serving.			
	Sig	ınatures	
Sign and print your name.	>	>	
Enter the date on which you signed your name.	Defendant's Signature		Attorney's Signature
Note: This signature does not need to be notarized.	Name Printed or Typed		Name Printed or Typed
If an attorney is	Address		Law Firm and Address
completing this form, enter your information.	Email Address	Email Address	Telephone Number
	Telephone Number Date	Date	State Bar No. (if any)

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Item 13.



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

FIP

CITY CLERK

Case 2021CV000436

Document 1

Filed 11-04-2021

Page 1 of 1

Item 13.

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

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

DEC 15'21 PH 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

Case 2021CV000436

Document 5

Filed 11-04-2021

Page 1 of 8

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

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COMMEYO00436

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

Plaintiff,

Case No:

Case Code No: 30101 Amount Claimed is

Greater Than \$10,000.00

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.

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

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Case 2021CV000436

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Filed 11-04-2021

Page 3 of 8

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 Case 2021CV000436

Document 5

Filed 11-04-2021

Page 4 of 8

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COUNTY

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

Plaintiff.

and

COMPLAINT

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.

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.

<u>CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT STEVEN A. BARTA</u>

- 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 Case 2021CV000436

Document 6

Filed 11-04-2021

Page 1 of 2

11-04-2021 Clerk of Circuit Court

FILED

Manitowoc County, WI

STATE OF WISCONSIN

CIRCUIT COURT

MANITOWOC COLUME VO00436

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

Plaintiff,

Case No:

and

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

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

ERIE INSURANCE EXCHANGE,

Sheboygan, Wisconsin 53081,

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 2021CV000436

Document 6

Filed 11-04-2021

Page 2 of 2

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. 97 - 21 - 22. By CITY CLERK. October 4, 2021.

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

Tol

CITY CLERK

Document 1

Filed 09-15-2021

Page 1 of 1

Item 13.

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

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

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.

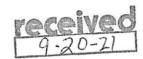
Pro Se opt-in code: 5acd93

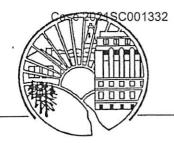
Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

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





Document 7 Filed 09-15-2021 Page 1 of 2 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

Courthouse 615 North 6th Street Sheboygan, WI 53081 Document 7

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

Assistant Court Commissioner

Case 2021SC001332

Document 2

Filed 09-15-2021

Page 1 of 5

Item 13.

21

DATE SIGNED: September 16, 2021

Electronically signed by Melody Lorge
Clerk of Court

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

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

☐ Amended

SHARI Lynn SMITH vs. City of Sheboygan

Summons and Complaint Small Claims

FILED

Branch 1

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:

X You must appear at the time and place stated.

-- Or --

X 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

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

349

Case 2021SC001332 Document 2 Filed 09-15-20	021	Page 2 of 5	FILED	Item 1
STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN	_COUNTY		09-15-2021 Sheboygan Cou	inty
Plaintiff: [Name (First, Middle, Last), Address, City, State, Zip]			Clerk of Circuit 2021SC001332	Court
SHAKI I SMITH			Honorable Sam	antha R.
13 CROSS BRIDGE CT			Bastil	
MADI 500 WI 53717			Branch 1	
See attached for additional	il plaintiffs.			
		Г	Amended	
To: Defendant(s): [Name (First, Middle, Last), Address, City, State, Zip]		_		
CITY OF SHEBOYGAN			s and Compla	aint
828 CENTER AVE, SWITE 210		(Sm	ıall Claims)	
SHEBOYGAN WI S3081		Case No.		
See attached for additional d	efendants.	Claim for mon		24004
ii ii		Tort/Personal	injury (\$5,000 or less)	31001 31010
X .		Return of prop	perty (replevin)	31003
* *		☐ Eviction☐ Eviction due to	foreclosuro	31004 31002
		☐ Arbitration awa	ard	31002
		Return of earn		31008
If you require reasonable accommodations due to a disability to participate in the	e court proce	ess, please call _		
prior to the scheduled court date. Please note that the court does not provide t	ransportation	1.		
SUMMONS				
To the Defendant(s):	W	hen to Appear/	File an Answer	
You are being sued as described on the attached complaint. If you	Date	Tomes Appears	Time	
wish to dispute this matter:	3		Time	
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.	Pl	ace to Appear/	File an Answer	
If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.				
Clerk/Attorney Signature	Date Summon	s Issued	Date Summons Mailed	

Plaintiff's Demand:

FILED 09-15-2021

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CO	111		MI	IV	

Sheboygan County Clerk of Circuit Court 2021SC001332 Honorable Samantha R. Bastil

T 1	he plaintiff states the following claim against the defendant(s): Plaintiff demands judgment for <i>(Check as appropriate)</i>	Honorable Samantha Bastil
	Claim for Money \$ 2025.10 Tort/Personal Injury \$	Branch 1
	Return of property (replevin) (Describe property in 2 below.) (Not to include Wis. Stats. 425.205 a Eviction	ctions to recover collateral.)
	☐ 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. Provid	e copy of attachments for court and defendant(s).
I am the: Splaintiff. attorney for the plaintiff.	
SHARI L'SMITH	Attorney's Signature
13 CROSSBRIDGE CT	Attorney's Name Printed or Typed
Catwoman 19490 hotman	Attorney's Address
608-320-6513 9/14/21	Attorney's Email Address Attorney's Telephone Number
Telephone Number Date	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, WI 53081



Genuine 🕮 I **Parts**



Certified Service

SERVICE 920 459-6850

SALES 920 459-6840 888 459-6850 (TOLL) 800 459-6840 (TOLL)

PARTS: 920 459-6845 888 459-6845 (TOLL) 888 459-6855 (TOLL) FREE)

BODY SHOP 920 459-6855

www.sheboyganauto.com

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PAGE 1 OF 2 CUSTOME	R COPY	[CONTINUED OF	NEXT PAGE]	10:14am	3011, 11200011, 11/3001

CELL: 608-320-651 CTCS972763 07/21

> DELIVERY MILES PRODUCTION DATE

HOURS: ICE, PARTS, BODY SHOP

7:00 AM - 5:00 PM FRI

7:30 AM - NOON

MO: 52863

SALES

THURS 8:00 AM - 8:00 PM 8:00 AM - 6:00 PM 8:00 AM - 5:00 PM

SION STATEMENT

Vision is to be So Effective we are Able to be Helpful to Others"

SSION STATEMENT

Our Mission is to Provide notive Products and Services at Exceed Our Customers' ds and Expectations", While reating Enthusiasm, Thru eamwork, Enpowerment, **Dedication to Ongoing** vement and to be a Leader in ality, Market, and Financial Performance.

CLAIMER OF WARRANTIES:

ranties on the products sold hereby are ade by the manufacturer. The seller, GAN CHEVROLET-CADILLAC, hereby y disclaims all warranties, either express ed, including any implied warranty of tability or fitness for a particular purpose, her assumes nor authorizes any other o assume for it any liability in connection sale of said products.

CUSTOMER SIGNATURE

chicle repair trade practices are regulated by ATCP 132, Wis. Adm. Code, administered by au of Consumer Protection, Wisconsin Dept. of re, Trade and Consumer Protection, P.O. Box dison, Wisconsin 53708-8911.

FILED 09-15-2021

Sheboygan County Clerk of Machit Court

202150001332

TIECHA R. R. PARTS: Bastil BODY SHOP

920 459-688 sanch 920 459-6855 (TOLL) 888 459-6845 (FREE) 888 459-6850 (FREE)

I BUICK I GMC I CADILLAC

3400 S. Business Dr. Sheboygan, WI 53081



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SALES SERVICE 920 459-6850 920 459-6840 888 459-6850 (FREE) 800 459-6840 (FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO.	210497		ZAK BRILL	031 TAG NO. 1321	05/07/21	CTCS972763
CHARV C	MTTII		LIOENSE NO.	MILEAGE 52,86	COLOR	этоок но.
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MADISON,	MADISON, WI 53717		W 0 4 W T 3 N 5 3 G	G 0 6 1 6 1 9	SELLING DEALER NO.	PRODUCTION DATE
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TOTAL LABOR.... TOTAL PARTS.... [] CREDIT CARD [] CASH [] CHARGE TOTAL SUBLET...

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

1581.14 0.00 0.00 TOTAL G.O.G.... TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 93.34

1790.43 **TOTAL INVOICE \$**

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

8:00 AM - 6:00 PM FRI SAT 8:00 AM - 5:00 PM

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

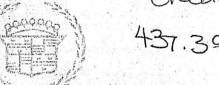
Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDIGATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PARTY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED. And Charles Place

CUSTOMER SIGNATURE





[END OF INVOICE 1

PAGE 2 OF 2

CC218890 Q (03/13)

355

Jeschnitza gesco.com

GEICO

WISCONSIN

For supplements visit:partners.geico.com PO BOX 1231

Manitowoc, WI 54221 Phone: (920) 412-8102

Claim #: Workfile ID:

0110296910101151-01

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

Poi € t of Impact:

Deductible:

21 Undercarriage

500.00

Days to Repair: 1

Owener (Insured):

Shari Smith 13 Crossbridge Ct Madison, WI 53717

(60 8) 263-2701 Business (60=8) 263-2701 Evening

Inspection Location:

Bulck Dealership Buick Dealership 3400 South Business Dr Sheboygan, WI 53081

(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

201-6 BUIC Cascada Premium 2D CNVT 4-1.6L Turbocharged Gasoline Direct Injection BLACK

VIN:

W04WT3N53GG061619

Production Date:

52861

Interior Color:

License: Starte:

WI

338-VBK

Odometer: Condition:

Exterior Color:

BLACK

TR ANSMISSION

AUTTOMATIC TRANSMISSION

OV ERDRIVE

DREIVER CONVENIENCE

KE LESS ENTRY

REMOTE STARTER

ME SSAGE CENTER

POWER DRIVER SEAT

PO WER WINDOWS

PO WER LOCKS

PO WER MIRRORS

HE-ATED MIRRORS CR JISE CONTROL

IN ERMITTENT WIPERS TILT WHEEL

TE LESCOPIC WHEEL

HE ATED STEERING WHEEL

STEERING WHEEL TOUCH

CONTROLS

INSTRUMENT PANEL

TRACTION CONTROL STABILITY CONTROL

LANE DEPARTURE WARNING

ALARM.

AIR CONDITIONING CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE COMMUNICATION SYSTEM

NAVIGATION SYSTEM RADIO

AM RADIO **FM RADIO STEREO**

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

ROOF

SATELLITE RADIO

POWER CONVERTIBLE ROOF

SAFETY

DRIVERS SIDE AIR BAG PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

ROLLBAR PAINT

CLEARCOAT PAINT METALLIC PAINT

FRONT END FOG LAMPS

XENON OR L.E.D. HEADLAMPS

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4) **GLASS & MIRRORS**

DUAL MIRRORS

SEATS

LEATHER SEATS BUCKET SEATS

POWER PASSENGER SEAT

HEATED SEATS

REAR HEATED SEATS REAR END PARKING SENSORS

BACKUP CAMERA

WHEELS

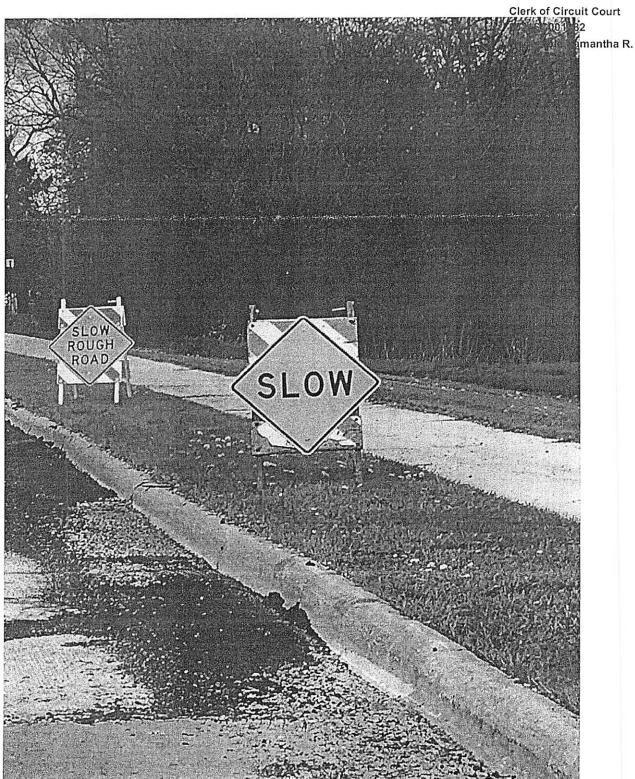
4-WHEEL DISC BRAKES 20" OR LARGER WHEELS

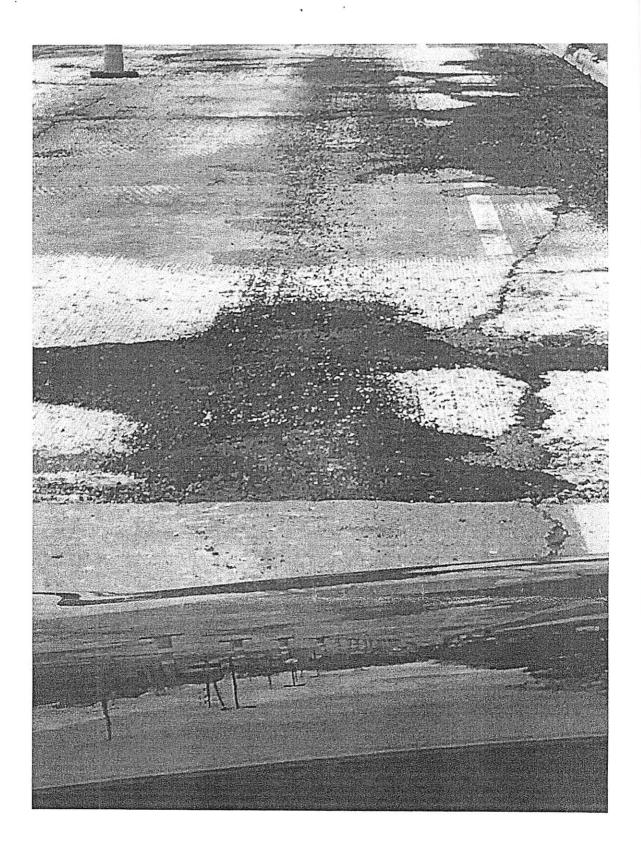
Filed 09-15-2021 Page 1 of 1 FII FD 09-15-2021 Sheboygan County / Clerk of Circuit Court 2021SC001332 Honorable Samantha R. Bastil/ Branch RESERVATION NUMBER 03029222-US-0 RENTAL AGREEMENT HUNBER 653677636 Avis Car Number : 9 5 6 4 5 1 8 5 . : SMITH, SHARI Customer Name Plate Number : TX NHT2526 Drivers tic Humber : USWIXXXXXXXXXXX3307 Veh Description : BLK CHEVY HALIBU Methods of Payment : MASTER XX7666 Odometer Out : 5100 MIs Fuel Gauce Reading: Full Return Onte/Time : MAY 67, 2021901:00 PM Roturn Accession : 3085 SOUTH BUSINESS DAIVE &USINESS DRIVE Rickup L SHEBOYGAN, WI, 53081, US II,53081,US If Changes Are Made To Your Return Bate, Time And/Or Location. Additional Fees May 1 YOUR OPTIONAL PRODUCTS/SERVICES YOUR ESTIMATED VEHICLE CHARGES. 29.99/Day DAY Loss Bimage Walver 12.99HAX 1 DAY, IF NOT HET DLY RI= Personal Accident Insurance 1.00/Day Declined TIME AND MILENGE RATE CHART 2.95/Day Declined Personal Effects Protection BRLY : 57.90 Additional Liability Lusurance 16.25/Day Declined AD DY: 72.99 By my initials Facoent ny decline optional services/products PER : 218.97 as shown above. X MIs : Unlimited 10.95: Please return the vehicle with the same fuel level as you less 5.00% Discount = 208.02 received it. Please provide a receipt for fuel purchased. If you Your Estimated Time & Mileage: 2.55 do not, additional fuel fees may apply:400-674 VEH LICENSE RECOUP .85 /DY 1.82 His equals a 15.99 flat rate fee. 075 His and above equals 21273 ... 3444 per MI or 9.990 per Gal X 22.35 I understand that important information on cashless toll of ENERGY RECOVERY FEE ... 60 10% Estimated Subtotal Chargest Spies Tax 107500t 234.67 e-Toll services can be found at avis.com/etoll(rapay: Voucher 234.67 YOUR ESTINATED TOTAL CHARGES ----NOTICES-----AVIS------HOTICES 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 NAMUFACTURERS' 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

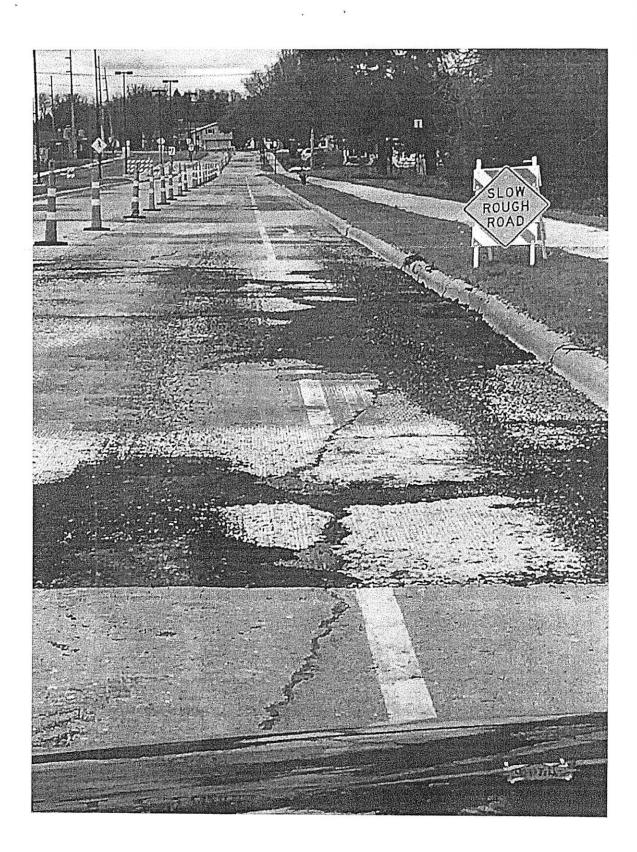
contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your cornicar insurante I agree the charges listed above are estimates. I agree to all terms herely and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the ATC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time of well as review it at WWW.AVIS.COM/TERMSC . No additional drivers allowed without prior written consent. Tickelts fige and admin face to be charged to this rental. This vehicle was rented to you by JENNI If you have questions regarding this rental, call us at 920-457-5102

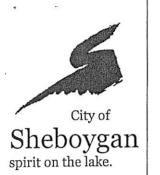
FILED 09-15-2021 Sheboygan County











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

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.

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

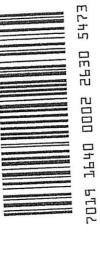
920/459-3917 FAX 920/459-3919

www.sheboyganwi.gov

	1	1
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):	
Enter the Plaintiff's address.	First name Middle name Last name	
If there is more than one plaintiff, check the "additional plaintiffs" box	Address Address	
and attach another sheet with their names and addresses. Enter the case number	City State Zip	
from the summons and complaint.	See attached for additional plaintiffs.	Answer and Counterclaim
Enter your name. You are the Defendant.	Defendant(s):	(Small Claims)
Enter your address.	First name Middle name Last name	Case No
If there is more than one defendant, check the "additional defendants"	Address	
box and attach another sheet with their names and	Address	
addresses.	City State Zip See attached for additional defendants.	
	ANSWER	
	I am the defendant (or an authorized representative of	f the defendant):
Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	 This matter IS NOT contested. I agree with the taken as requested in the complaint, plus cost -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 a scheduled so that the parties may present the is contested are as follows:	
Check the box if you need more room and attach any additional pages.		
See <u>Pre-Judgment: Basic</u> <u>Steps to Small Claims</u> <u>Service</u> (SC-6050V).		

Counterc	aim	Damand
O O u i rice i c	amm	Demand

Check the box if there is no counterclaim/demand and go to the signature	☐ I/We do not have a counterclaim/dema	and against the plaintif	f(s).
section. Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand. Briefly explain why the court should award you what you are asking for.	I/We have a counterclaim/demand aga plaintiff(s) for \$, plus in relief as the court deems proper.		
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.	Defendant(s) certify that a copy of the mailed to the plaintiff(s) or plaintiff's		erclaim has been or will be
Follow local rules for filing and serving.			
	;	Signatures	
Sign and print your name.			
Enter the date on which you signed your name.	Defendant's Signature		Attorney's Signature
Note: This signature does not need to be notarized.	Name Printed or Typed		Name Printed or Typed
	Address		Law Firm and Address
If an attorney is	anamont documents		
completing this form, enter your information.	Email Address	Email Address	Telephone Number
	Telephone Number Date	Date	State Bar No. (if any)



IF UNDELLVERABLE RETURN TO:

MELODY LORGE

CLERK OF CIRCUTT COURTS

615 NORTH SIXTH STREET

SHEBOYGAN, WI 53081

US POSINGE A PITME CITALS

ZIP 53005 \$ 008,560

THE PROPERTY OF THE PARTY OF TH

WISCONSIN

SC



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

FXP

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 SERVI	CE 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 summ two copies of this waiver form, and a prepaid means of returning	nons in this action along with a copy of the complaint, gone signed copy of the form to you.
I, or the entity I represent, agree to save the expense of s	serving a summons and complaint in this case.
I understand that I, or the entity I represent, will kee jurisdiction, and the venue of the action, but that I waive any ob	p all defenses or objections to the lawsuit, the court's jections to the absence of a summons or of service.
I also understand that I, or the entity I represent, must fi 60 days from 07/29/2021, the date when the United States). If I fail to do so, a default judgment will be enter	le and serve an answer or a motion under Rule 12 within its request was sent (or 90 days if it was sent outside the red against me or the entity I represent.
Date:07/29/2021	/s/ Charles C. Adams
	Signature of the attorney or unrepresented party
John Rupnick	City Attorney Charles C. Adams
Printed name of party waiving service of summons	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 Expen	ses 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.

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	CE 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 summe two copies of this waiver form, and a prepaid means of returning	ons in this action along with a copy of the complaint, one signed copy of the form to you.			
I, or the entity I represent, agree to save the expense of se	erving a summons and complaint in this case.			
I understand that I, or the entity I represent, will keep jurisdiction, and the venue of the action, but that I waive any objection.	o all defenses or objections to the lawsuit, the court's pections to the absence of a summons or of service.			
I also understand that I, or the entity I represent, must file 60 days from 07/29/2021, the date when this United States). If I fail to do so, a default judgment will be entered.	s request was sent (or 90 days if it was sent outside the			
Date:07/29/2021	/s/ Charles C. Adams			
	Signature of the attorney or unrepresented party			
City of Sheboygan	City Attorney Charles C. Adams			
Printed name of party waiving service of summons	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.

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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.

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 form service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the sign 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 was stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.	ned
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 not is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district the United States).	ice
If you do not return the signed waiver within the time indicated, I will arrange to have the summons and comples served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making served on you.	iint
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:	
Signature of the attorney or unrepresented party	
Sheryl Ring	
Printed name 518 South Route 31, Suite 113, McHenry, Illinois 60050	300
Address	+
sheryl@sherylringlaw.com	
E-mail address	_
(847) 975-2643	
Telephone number	

UNITED STATES DIS	TRICT COURT		
for the			
Eastern District of W	isconsin		
Samaria Wright)			
,	Civil Action No. 2021 CV 699		
John Rupnick and the City of Sheboygan)			
Defendant)			
NOTICE OF A LAWSUIT AND REQUEST TO	WAIVE SERVICE OF A SUMMONS		
To: John Rupnick, c/o Charles C. Adams, Esq., City of Sheboyga	n 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 repr A copy of the complaint is attached.	resent, in this court under the number shown above.		
This is not a summons, or an official notice from the court. service of a summons by signing and returning the enclosed waive waiver within 30 days (give at least 30 days, or at least 60 days if the d from the date shown below, which is the date this notice was sent. a stamped, self-addressed envelope or other prepaid means for returning the enclosed waive.	r. To avoid these expenses, you must return the signed efendant is outside any judicial district of the United States) Two copies of the waiver form are enclosed, along with		
What happens next?			
If you return the signed waiver, I will file it with the court. on the date the waiver is filed, but no summons will be served on y is sent (see the date below) to answer the complaint (or 90 days if the United States).	you and you will have 60 days from the date this notice		
If you do not return the signed waiver within the time indic served on you. And I will ask the court to require you, or the entity	ated, I will arrange to have the summons and complaint y 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 b	elow.		
Date: 07/29/2021	/s/ Sheryl Ring		
	Signature of the attorney or unrepresented party		
	Chand Ding		
	Sheryl Ring Printed name		
	518 South Route 31, Suite 113, McHenry, Illinois 60050		
•	Address		
	shary/@shary/ringlaw.com		
	sheryl@sherylringlaw.com E-mail address		
	(847) 975-2643 Telephone number		
	1 cicpnone number		

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

SAMARIA WRIGHT,)	
DI)	
Plaintiff,)	
v.)	No. 2021 CV 699
v.)	NO. 2021 CV 099
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

- 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.
- 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.
- 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.
- 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.

Page 3 of 4

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



R. C. No. 33 - 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.

FAP

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^							Comr	nitt	
I HEREBY CERTIFY that the	a fore	going	Comp	ni++4	ae Penert	wag di			-
and adopted by the Common Coun day of	cil of	the	City	of S	Sheboygan,		-	_	
Dated	20	_•					City	Cle	rk
Approved	20						,	May	or



R. O. No. ______ 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

798 3/8-hold 3/82 hold ?\

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COL	· · · · · · · · · · · · · · · · · · ·
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.

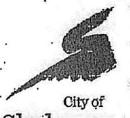
PETITION FOR WRIT OF CERTIORARI

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,	2021 SHE	ER
	<u>₩</u>	TO.
PRO SE PETITIONER	15 SCO	
1100212	NS C	ם כו
	NUN 2	טטאיי
		_



January 15, 2021

Sheboygan spirit on the lake.

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

CITY ATTORNEY'S OFFICE

CITY HALL 828 CENTER AVENUE SUITE 210 SHEBOYGAN, WI. 53081.

.920/459-3917 FAX 920/459-3919

www.sheboyganwi.gov

Police Chief Christopher Domagalski

Lt. William Adams

Alderperson Ryan Sorenson, Chair of Licensing, Hearings,

and Public Safety Committee

Item 13.



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.

FAP U-OU

Mynne Monabala			Comp	nittee
I HEREBY CERTIFY that the and adopted by the Common Coundary of	cil of the	 heboygan,	was duly ac	cepted
Dated	20	 	, City	Clerk
Approved	20	 		Mayor

3 3 Item 13.

工

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	

FXP

UnitedOne Credit Union vs. Kathleen Repphun-Burss et al

Electronic Filing

Notice

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Sheboygan County

01-12-2021 Item 13.

Clerk of Circuit Court 2021CV000010 Honorable L Edward

Stengel

FILED

Branch 1 JAN 14°21 PM 3:18

Case No. 2021CV000010 Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN 828 CENTER AVENUE SHEBOYGAN WI 53081

SAMOYEAN Name: 828 Conten Grana City: 1/14/21 Date: Time:

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

Case 2021CV000010

Document 6

Filed 01-12-2021

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Item 13.

FILED 01-12-2021

Clerk of Circuit Court SHEBOYGAN COUNTY

2021CV000010 Honorable L Edward

Sheboygan County

Stengel Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

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.

By:_

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

Electronically signed by 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 3645199

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Case 2021CV000010

Document 6

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Page 3 of 17

Item 13.

01-12-2021

FILED

Sheboygan County Clerk of Circuit Court

2021CV000010 Honorable L Edward

Stengel Branch 1

STATE OF WISCONSIN

Manitowoc, WI 54220

CIRCUIT COURT

UNITEDONE CREDIT UNION 1117 South 10th Street

Plaintiff,

Case No. 21-CV-

Classification Codes: 30404

SHEBOYGAN COUNTY

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.

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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:

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

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Item 13.

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.

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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 moduces loans or equivalent first moduces loans.)

with amounts financed over \$25,000, first mortgage loans or equivalent first mortgage loans.)					
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") the principal sum of FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100 Dollars (S 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 instalments of \$. beginning on . and on the day of each month thereafter, plus a final payment of \$. due on ; (B) In 199 instalments of \$. 95.23 . beginning on DECEMBER 1, 2005 and on the 1ST day of each month thereafter, plus a final payment of \$ 95.68 . 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					
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 extern 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:					
Adeia Richard Borrower Matthews & Buress (Seal)					
Borrower (Seaf)					
Borrower (Seal)					
Borrower (Seal)					
CREDIT UNION USE: Wis. Stat. Ch. 428 Truth in Lending Disclosure (82041) RESPA (ii B014) Wis. Stat. § 138.052 Wis. Stat. § 138.056 Real Estate Mortgage (82043) Right of Rescission (ii B036)					

Item 13

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 fien, 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 faiture 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 faiture on the part of the Credit Union to exercise any of its rights hereunder for a 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 count 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 Cradit 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.

Laser Forms Inc. (800) 446-3555 LFI #MAN 137 8/03

Page 2 of 2

Initials:

),

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 had estate loan where the Orest Union also holds the first mortgage.)

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

MANITOWOC

("Credit Union"),

the following described real estate in

, Wisconsin and its successors and assigns SHEBOYGAN

This (is) (5000) a homestead property.

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:

Page 13 of 17 1783652

SHEBOYGAH COUNTY, WI RECORDED ON

11/39/2095 10:02AH

DARLENE J. NAVIS

RECORDING FEE: 13.00 TRANSFER FEE: EXEMPTION 0

STAFF ID 6 TRANS 0 72102

O OF PAGES: 2

RETURN TO

UNITEDONE CREDIT UNION 1117 SOUTH 10TH STREET MANITOWOC WI 54220

Parcel ID Number 59281627190

if checked, description of property is continued on an attached sheet.

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.

		good title to the Property in fee simple, free and clear of all liens and pal and zoning ordinances, current taxes and assessments not yet due				
	Mortgagor will forever warrant, guarantee and defend the title and q	uset possession of the Property against all other chims.				
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 Mortgager 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 covernants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgager 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, covernants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.					
1	PAGE TWO FOR ADDITIONAL PROVISIONS. (Seal)	Signed and Sozied this 3467 day of OCTOBER 2805"				
, '	THLEEN S BURSS	GARY BURSS				
		(Soat)				
MAN	NITOWOC County } 85	Wendy Michels TN Sunfactionty				
	Instrument was acknowledged before me on CCTOBER 31, 2005 FHLEEN'S BURSS AND GARY BURSS, HUSBAND AND WIFE NO WENDY MICHELS, A SINGLE PERSON	wenty Michel's regard bother me Dilite Vinkins anothery Papie this 24 OCT 2005				
	THE WILKE IT PUBLIC MANITOWOC County, Wis. Commission Expires: 06/25/2006	THIS INSTRUMENT WAS DRAFTED BY:				
	* Type or Print Name Signed Above					

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

WCUL82043 (9/96) Laser Forms Inc. (800) 446-3555 LFI #WCUL82043 10/99

ADDITIONAL PROVISIONS

- Taxes. To the extent not paid to Credit Union under \$ 5(a). Mortgagor shall pay before they become definquent 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.

 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.
- including improvements.

 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 Rapair. To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and foctures;

 (c) Librar, To keep the Departs from form of librar and Mortgagor puts that the Mortgagor and those less and mortgagor to which Credit

 - (c) Lans. 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.
- 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 Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging 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.

 Authority of Credit Union to Perform for Mortgagor. If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgagor and the view of the payment 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
- 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
- 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 thereby.

 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 peticles and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radicactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

 Remades 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 ind
- 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 domicite 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.

 Power of Salb. 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 musuant to statute.
- 10. deeds of conveyance pursuant to statute.
- 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
- 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.

 Proroclosure 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
- 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.

 Waiver. Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.

 Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other
- provision.
- Successors and Assigns. The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and blods 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.

 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.



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 3575

Wendy Michels 114 East Dr Hendersonville TN 37075

> Real Estate Mortgage Note (Non Consumer) dated October 31, 2005 RE: ("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 \$1,393.30 2019 \$4,001.70

Total Due to Cure Default -

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.

Shapmen Schad

Asset Protection Coordinator

EXHIBIT C









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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Shawion Schad Asset Protection Coordinator











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

Wendy Michels 114 East Dr Hendersonville TN 37075

91 7199 9991 7037 9792 3599

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Sincer dir.

Shatanan S

Asset Protection Coordinator











R. C. No. 373 - 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.

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Myma Novela						
					Comn	nittee
I HEREBY CERTIFY that the and adopted by the Common Coun day of	_	_	City o	boygan,		
Dated	20			 	, City	Clerk
Approved	20	.•		 	 	Mayor



R. O. No. $\frac{10}{1000}$ - 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.

191

CITY CLERK

Case 2020CV000346	Document 3	Filed 09-22-2020	Page 1 of 13	FILED 09-22-2020	Item 13.
STATE OF WISCONSIN	: CIRCUIT COU Branch	IRT : SHEBOYGA	AN COUNTY	Sheboygan C Clerk of Circu 2020CV00034 Honorable Da Borowski	ounty uit Court
by Personal Representat 2420 Elm Avenue Sheboygan, WI 53081,				Branch 5	1:20
	Plaintiff,		·-	Comment along to discover 1781 talls	a aka Pilikati seta
v. RICHARD A. POCIAN c/o Oshkosh Correctional I 1730 West Snell Road P.O. Box 3310 Oshkosh, WI 54903-3310,	·		Classification Coo oreclosure) No.	de: 30404	
and CITY OF SHEBOYGAN					

Defendants.

THE STATE OF WISCONSIN.

828 Center Avenue, Suite 103

Sheboygan, WI 53081,

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.

SUMMONS

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.

Case 2020CV000346 Document 3 Filed 09-22-2020 Page 3 of [13] FILED 09-22-2020 Sheboygan County **Clerk of Circuit Court** STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY 2020CV000346 Branch Honorable Daniel J Borowski Branch 5 **ESTATE OF DANIEL C. WILSON** by Personal Representative Cheryl Eggen 2420 Elm Avenue Sheboygan, WI 53081, Plaintiff. Case Classification Code: 30404 ٧. (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:

- 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.
- 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.

Item 13.

- 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 A.	ONE OF THE FOLLOWING OPTIONS: IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:
•	Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or chang the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
	In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpart principal) is less than the amount that said indebtedness would have been had the monthly payments been made a specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance a condemnation, the condemned premises being thereafter excluded from this Contract.
Purchaser Contract a	shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of the and thereafter, and deliver to Vendor on demand receipts showing such payment.
and such ful, replace shall cont to Vendo otherwise	shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage peri other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the cement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policical in the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor executation or repair to be economically feasible.
X Pur	chaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, ar trance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].
and repai	r shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable conditions, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affectively. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing survendor does not make available to Purchaser the insurance proceeds therefor.
will exec	grees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vend ute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrance ose created by the act or default of Purchaser, and:
CHOOS X A.	E ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY: Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser is 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 time of execution of this Contract, are unsatisfactory to Purchaser:
. 1	
{_} C.	No title evidence was provided prior to execution of this Contract.

Legibility Impaired

Dated 10/22/14	_
VENDOR:	PURCHASER:
Daniel C. Wilson	(SEAL) (SEAL) * RICKARD A. POCIUM
*	(SEAL)
AUTHENTICATION	ACKNOWLEDGMENT
Signature(s)	STATE OF WISCONSIN)
authenticated on	Sheboggan COUNTY) Personally came before me on Detaber 2a 2014, the shows named Drive 1
TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)	to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.
THIS INSTRUMENT DRAFTED BY: Daniel Wilson	Notary Public, State of Which for the My Commission (15 portion of the 12 11-16)
(Signatures may be authentic NOTE: THIS IS A STANDARD FORM. ANY MODII LAND CONTRACT STATE *Type name below signatures.	My Commission is portionent for the state of acknowledged. Both age not necessary.) FICATIONS TO THIS FORMSHOULD BE CLEARLY IDENTIFIED. BAR OF WISCONSIN OF WISCONSIN OF WISCONSIN

Document 3

Filed 09-22-2020

Page 11 of 13

File #: 11 Item 13.



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

LETTER REPORT OF TITLE

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

Fitle 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 little" set forth on the Knight Barry little Group website at work letter Report of little, 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.



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.

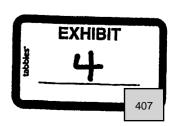
Very truly yours,

Oliver M. Bauer a mail

OMB/cb

Ms. Cheryl Eggen CC

R (CLIUNTY L3529\0000 P00 P39366 DOCX



Case 2020CV000346

Document 2

Filed 09-22-2020

Page 1 of 1

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 FILED
09-22-2020
Sheboygan Count
Clerk of Circuit Court
2020CV000346
Honorable Daniel J

Borowski Branch 5

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



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.

FAP 21-22

My Shymu / Vynla		-					
		_				Com	mittee
I HEREBY CERTIFY that th and adopted by the Common Cour day of		the	City	of	1.00		
Dated	20	· _				, City	Clerk
Approved	20	·					Mayor

	Item 13.
R. O. No. 46 - 20 - 21. By CITY CLERK. August 3, 2020.	
Submitting a Summons and Complaint in the matter of Audrey Brubthe Estate of Roman Martin v. City of Sheboygan.	aker and
CITY CLERK	

Case 2020CV000253

Document 1

Filed 07-17-2020

Page 1 of 1

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 77-17-2020 | Item 13.

Clerk of Circuit Court 2020CV000253 Honorable Kent Hoffmann

JUL 21 20 AM 8:11

Branch 2

CITY OF SHEBOYGAN 828 CENTER AVENUE SHEBOYGAN WI 53081

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

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Case 2020CV000253

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STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Clerk of Circuit Court 2020CV000253 Honorable Kent Hoffmann

Branch 2

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)
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Case 2020CV000253

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07-17-2020 | Item 13.

STATE OF WISCONSIN CIRCUIT COURT

SHEBOYGAN COUNTY

Clerk of Circuit Court 2020CV000253 Honorable Kent Hoffmann

Branch 2

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)
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Madison, WI 53701-1767
Phone: (608) 257-5661

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Capital Improvement Projects (CIP) for the years 2023-2027 for Cable TV.

REPORT PREPARED BY: Eric Bushman, Information Technology Director

REPORT DATE: April, 5, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

Five year CIP plan for Cable TV.

STAFF COMMENTS:

The Cable TV CIP plan for 2023-2027.

ACTION REQUESTED:

For discussion only.

ATTACHMENTS:

I. CIP 2023 – 2027 Cable

1

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2023	2024	2025	2026	2027	
	Requested	Requested	Requested	Requested	Requested	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$1,000	\$2,000	\$0	\$3,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$40,000	\$0	\$29,000	\$48,000	\$0	\$117,000
TOTAL REVENUE	\$40,000	\$0	\$30,000	\$50,000	\$0	\$120,000
Cable TV Fund						
Broadcast Server Replacement	\$40,000	\$0	\$0	\$0	\$0	\$40,000
TriCaster Replacement - Council Chamber	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Outside Broadcast (OB) Truck Replacement	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Total - Cable TV Fund	\$40,000	\$0	\$30,000	\$50,000	\$0	\$120,000

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Capital Improvement Projects (CIP) for the years 2023-2027 for the Information Technology Department.

REPORT PREPARED BY: Eric Bushman, Information Technology Director

REPORT DATE: April 5, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

Five year CIP plan for the Information Technology Department.

STAFF COMMENTS:

The Information Technology Department's CIP plan for 2023-2027.

ACTION REQUESTED:

For discussion only.

ATTACHMENTS:

I. CIP 2023 – 2027 Information Technology

1

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2023 Requested	2024 Requested	2025 Requested	2026 Requested	2027 Requested	Total
REVENUES			<u> </u>			<u>10101</u>
KEVENOLO						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$35,000	\$30,000	\$175,000	\$0	\$50,000	\$290,000
TOTAL REVENUE	\$35,000	\$30,000	\$175,000	\$0	\$50,000	\$290,000
Information Technology Fund						
IBMi Retirement - Software Acquisitions	\$35,000	\$0	\$0	\$0	\$0	\$35,000
IBMi Retirement - Software Acquisitions	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Data Center Refresh	\$0	\$0	\$50,000	\$0	\$0	\$50,000
SINC Redundant Internet Connection	\$0	\$0	\$125,000	\$0	\$0	\$125,000
Data Center Refresh	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Total - Information Technology	\$35,000	\$30,000	\$175,000	\$0	\$50,000	\$290,000

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 2023 - 2027 City Development Department Capital Improvement

Program Submissions

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

REPORT DATE: April 7, 2022 **MEETING DATE:** April 11, 2022

FISCAL SUMMARY: STATUTORY REFERENCE:

Budget Line Item: N/A Wisconsin N/A

Budget Summary: N/A Statutes:

Budgeted Expenditure: N/A Municipal Code: N/A

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS:

The Department of Planning and Development has prepared eight capital improvements for 2020 Capital Improvement Program. The projects include:

Project No. 1: 2023 Gartman Farms Land Acquisition- Installment 2 of 5 – Under the terms of the sale agreement for the purchase of the Gartman Farm, the City needs to make 4 additional payments towards the purchase. The payment in 2023 for \$693,750 would come from the Affordable Housing Fund Balance.

Project No. 2: 2023 Gartman/Poth Farms Single Family Housing Engineering – These funds would be used towards the required infrastructure engineering to install utilities, storm water improvements and streets to serve developments on this parcel. The budgeted amount is \$250,000 and would come from the Affordable Housing Fund Balance.

Project No. 3: 2024 Gartman Farms Land Acquisition- Installment 3 of 5 – Under the terms of the sale agreement for the purchase of the Gartman Farm, the City needs to make 4 additional payments towards the purchase. The payment in 2023 for \$693,750 would come from the Affordable Housing Fund Balance.

Project No. 4: 2024 Gartman/Poth Farms Single Family Housing Construction – These funds may be used as an incentive to a developer towards the costs associated with construction of utilities and streets for housing development in order to keep the costs lower to provide affordable housing. Funding in the amount of \$2,000,000 would come from fund balance of the Affordable Housing Fund.

1

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Project No. 5: 2025 Gartman Farms Land Acquisition- Installment 4 of 5 – Under the terms of the sale agreement for the purchase of the Gartman Farm, the City needs to make 4 additional payments towards the purchase. The payment in 2023 for \$693,750 would come from the Affordable Housing Fund Balance.

Project No. 6: 2025 Gartman/Poth Farms Single Family Housing Construction – These funds may be used as an incentive to a developer towards the costs associated with construction of utilities and streets for housing development in order to keep the costs lower to provide affordable housing. Funding in the amount of \$1,500,000 would come from fund balance of the Affordable Housing Fund.

Project No. 7: 2026 Gartman Farms Land Acquisition- Installment 5 of 5 – Under the terms of the sale agreement for the purchase of the Gartman Farm, the City needs to make 4 additional payments towards the purchase. The payment in 2023 for \$693,750 would come from the General Fund Fund Balance.

Project No. 8: 2027 Indiana Avenue Gateway Entrance Signage – The Master Plan included gateway district entrance signage over the street at the intersection of the S. 14th Street and Indiana Avenue to announce the district. The budget is \$250,000 and would be funding from TIF 17 Fund Balance.

STAFF COMMENTS:

All of these projects are based around economic development projects and providing additional housing options and reinvesting in our central city commercial districts. Staff recommends the committee support and approve these projects through the budget process.

2

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

I. 2023 – 2027 Capital Improvement Program Summary

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2023	2024	2025	2026	2027	
	Requested	Requested	Requested	Requested	Requested	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$550,000	\$0	\$0	\$0	\$550,000
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$1,000,000	\$3,200,000	\$1,000,000	\$0	\$250,000	\$5,450,000
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$943,750	\$2,693,750	\$2,193,750	\$693,750	\$0	\$6,525,000
TOTAL REVENUE	\$1,943,750	\$6,443,750	\$3,193,750	\$693,750	\$250,000	\$12,525,000
Planelan and Paralament						
Planning and Development	\$ 000 7 50	Φ0	ФО.	# 0	# 0	# 000 7 50
Gartman Farms Land Acquisition-Installment 2 of 5	\$693,750	\$0	\$0	\$0	\$0	\$693,750
Gartman/Poth Farms Single Family Housing DevEngineering	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Indiana Avenue Trail Project - Phase 2 of 3	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Indiana Avenue Streetscape Improvements-Phase 2 of 2	\$750,000	\$0	\$0	\$0	\$0	\$750,000
Gartman Farms Land Acquisition-Installment 3 of 5	\$0	\$693,750	\$0	\$0	\$0	\$693,750
Indiana Avenue Trail Project-Phase 3 of 3	\$0	\$2,250,000	\$0	\$0	\$0	\$2,250,000
Gartman/Poth Farms- Single Family Housing DevConstr.	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000
Pennsylvania Avenue Streetscape Public Works	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
Gartman Farms Land Acquisition-Installment 4 of 5	\$0	\$0	\$693,750	\$0	\$0	\$693,750
Gartman/Poth Farms- Single Family Housing DevConstr.	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000
Sheboygan River-West Side Boardwalk Construction	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Gartman Farms Land Acqusition- Final Installment	\$0	\$0	\$0	\$693,750	\$0	\$693,750
Indiana Avenue Gateway Entrance Signage	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Total - City Development	\$1,943,750	\$6,443,750	\$3,193,750	\$693,750	\$250,000	\$12,525,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2023 <u>Requested</u>	2024 Requested	2025 Requested	2026 Requested	2027 Requested	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$600,000	\$0	\$0	\$0	\$0	\$600,000
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Uptown Social						
Multi-Purpose Room/Gymnasium	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Total - Uptown Social	\$600,000	\$0	\$0	\$0	\$0	\$600,000