



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

**March 24, 2025 at 5:00 PM**

**Council Chambers, 828 Center Avenue, Sheboygan, WI**

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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

1. Call to Order
2. Roll Call - Alderperson Felde may attend meeting remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## MINUTES

5. Approval of Minutes - March 10, 2025

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 93-24-25 / December 16, 2024: Submitting a claim from Kelly Meyeraan for alleged damages to vehicle after it was stuck by a city vehicle; recommends filing the document.
7. R. O. No. 96-24-25 / January 6, 2025: Submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al; recommends filing the document.
8. R. O. No. 118-24-25 / February 17, 2025: Submitting a claim from Chelsea Gray for alleged damages to house and vehicle when a City tree fell on them; recommends filing the document.
9. R. C. No. 255-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 207-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends filing the document.
10. R. C. No. 256-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 208-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive

Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends filing the document.

- [11.](#) R. C. No. 257-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 210-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends filing the document.
- [12.](#) R. C. No. 258-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 220-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends filing document.
- [13.](#) R. C. No. 259-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 221-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends filing the document.
- [14.](#) R. C. No. 265-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 215-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends filing the document.

#### **DATE OF NEXT REGULAR MEETING**

15. Next Meeting Date - TBD

#### **ADJOURN**

16. Motion to Adjourn

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

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

**CITY OF SHEBOYGAN  
R. O. 93-24-25**

**BY CITY CLERK.**

**DECEMBER 16, 2024.**

Submitting a claim from Kelly Meyeraan for alleged damages to vehicle after it was struck by a city vehicle.

DATE RECEIVED

12/3/2024

RECEIVED BY

MRC

Item 6.

CLAIM NO.

#15-24

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Kelly Meyeraan
2. Home address of Claimant: 4481 Whitetail Way, Eagan, MN 55123
3. Home phone number: 651-206-3113
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) September 27, 2024 @ 7:32am
6. Where did damage or injury occur? (give full description) Damage to taillgate + rear bumper of Toyota Rav4 after being rear-ended by Chevrolet driven by Sean Daniel Goffard
7. How did damage or injury occur? (give full description) My vehicle was struck from behind by a vehicle driven by Sean Goffard. Licens Plate WI 438-XRM
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: Sean Goffard DOB 5/10/1998
  - (b) Claimant's statement of the basis of such liability: DRIVING - was rear ended.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_



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

Item 6.

NO INJURIES

Damage to Toyota Rav4 vehicle.

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

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

Auto: \$ 2832.83

Property: \$ \_\_\_\_\_

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

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

**TOTAL** \$ 2832.83

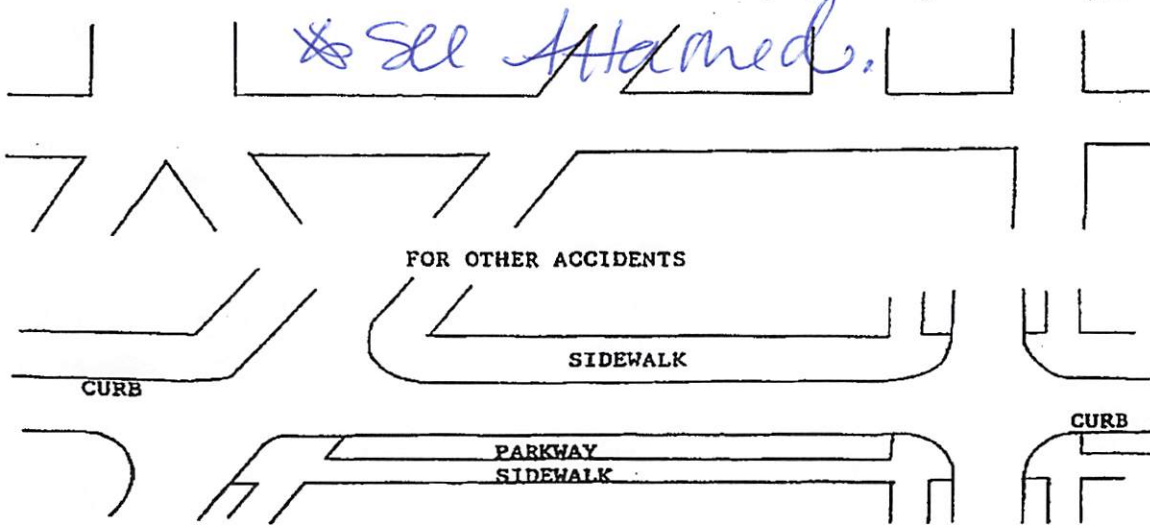
Damaged vehicle (if applicable)

Make: Toyota Model: Rav4 Year: 2015 Mileage: 182,643

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

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

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

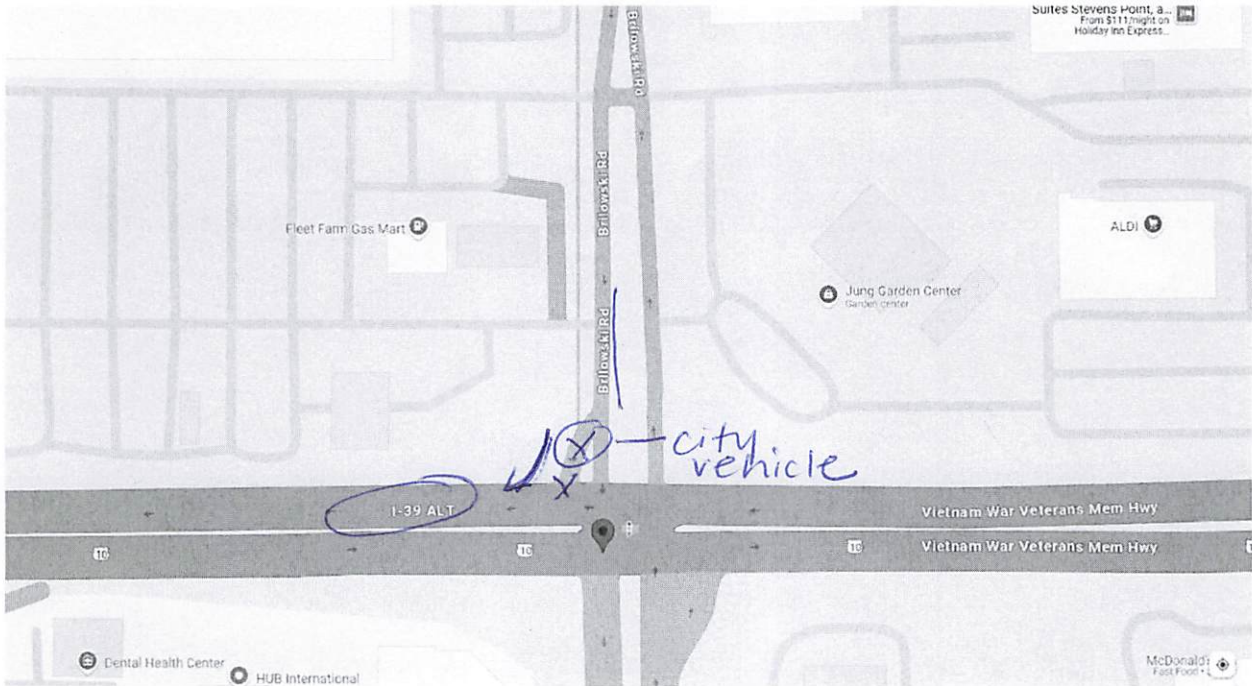


SIGNATURE OF CLAIMANT

Kelly Meyraan

DATE

11.22.2024



I was waiting to take a Right turn from Bilowski Rd on to Hwy 10. The light was green on Hwy 10 & while I was waiting, I was rear ended by city vehicle.

Kelly Meyeraan 11.22.2024  
651-206-3113

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

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

Item 6.

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

CLAIM

Claimant's Name: Kelly Meyeraan  
 Claimant's Address: 4481 White Tail Way  
Eagan, MN 55123  
 Claimant's Phone No. 651-206-3113

Auto \$ 2832.83  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL \$ 2832.83**

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 \$ 2832.83.

SIGNED Kelly Meyeraan DATE: 11.22.2024

ADDRESS: 4481 White Tail Way, Eagan, MN 55123

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

# CALIBER COLLISION

## CALIBER - EAGAN

RESTORING THE RHYTHM OF YOUR LIFE  
1399 Towncenter Drive, Eagan, MN 55123  
Phone: (651) 452-0717  
FAX: (651) 454-6430

Workfile ID: 575a0f5  
Federal ID: 33-0730794  
State ID: 6144514  
Federal EPA: MND985752757

Item 6.

### Preliminary Estimate

**Customer: Meyeraan, Kelly**

Written By: DAN HAESSIG

Insured: Meyeraan, Kelly      Policy #:      Claim #: CARWISE\_APPT\_ID\_35357  
46  
Type of Loss: Collision      Date of Loss:      Days to Repair: 0  
Point of Impact: 06 Rear

**Owner:** Meyeraan, Kelly  
(651) 206-3113 Cell

**Inspection Location:**  
CALIBER - EAGAN  
1399 Towncenter Drive  
Eagan, MN 55123  
Repair Facility  
(651) 452-0717 Business

**Insurance Company:**  
CUSTOMER PAY

### VEHICLE

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

VIN: JTMDFREY1FJ038025      Interior Color: black      Mileage In: 182,643      Vehicle Out:  
License: GVZ053      Exterior Color: white      Mileage Out:  
State: MN      Production Date: 6/2015      Condition:      Job #:

#### TRANSMISSION

Automatic Transmission

4 Wheel Drive

#### POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Memory Package

#### DECOR

Dual Mirrors

Privacy Glass

Console/Storage

Overhead Console

#### CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Navigation System

Backup Camera

#### RADIO

AM Radio

FM Radio

Stereo

#### Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

#### SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

#### ROOF

Electric Glass Sunroof

#### SEATS

#### Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Fog Lamps

Rear Spoiler

Signal Integrated Mirrors

California Emissions

#### TRUCK

Power Trunk/Liftgate

Preliminary Estimate

Item 6.

Customer: Meyeraan, Kelly

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>LIFT GATE</b>					
2	R&I	R&I liftgate assy				1.4	
3	*	Rpr Lift gate w/power, w/rear camera				9.0	2.6
4		Add for Clear Coat					1.0
5	R&I	Finish panel w/rear camera, Japan built black				0.3	
6	Repl	Finish panel protector	768250R030	4	13.12		
7	Repl	Nameplate "RAV4" silver	754310R010	1	38.07	0.2	
8	Repl	Nameplate "LIMITED"	754430R030	1	36.58	0.2	
9	Repl	Nameplate "AWD"	754440R030	1	31.00	0.2	
10	*	R&I Tail gate switch Japan built				0.2	
11	R&I	Lock assy Japan built				0.3	
12	R&I	RT Object sensor Japan built				m 0.3	
13	R&I	LT Object sensor Japan built				m 0.3	
14	R&I	Lift gate trim Japan built				0.3	
15	R&I	RT Glass trim outer				0.1	
16	R&I	LT Glass trim outer				0.1	
17	R&I	Glass trim center				0.1	
18	#	Remove Adhesive from Repaired Panel		1	3.00 T	0.5	
19	#	Refn Color Tint					0.5
20		<b>REAR BUMPER</b>					
21		O/H rear bumper				1.3	
22	Repl	Bumper cover w/o reverse sensor	521500R110	1	254.89	Incl.	
23	R&I	RT Reflector				Incl.	
24	R&I	LT Reflector				Incl.	
25	#	Repl Cavity Wax		1	18.00 T	0.5	
26	#	Repl Corrosion Protection / Primer		1	15.00 T	0.3	
27	#	Subl Hazardous Waste Disposal		1	10.00 X		
28		<b>VEHICLE DIAGNOSTICS</b>					
29	#	Post-repair scan		1	80.00 X	0.5	
30	#	Pre-repair scan		1	40.00 X	0.5	
31	#	Seat Weight Sensor Calibration		1	125.00 X		M
<b>SUBTOTALS</b>					<b>664.66</b>	<b>16.6</b>	<b>4.1</b>



**Customer: Meyeraan, Kelly**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

**ESTIMATE TOTALS**

<b>Category</b>	<b>Basis</b>	<b>Rate</b>	<b>Cost \$</b>
Parts			373.66
Body Labor	16.6 hrs @	\$ 89.00 /hr	1,477.40
Paint Labor	4.1 hrs @	\$ 89.00 /hr	364.90
Paint Supplies	4.1 hrs @	\$ 66.00 /hr	270.60
Miscellaneous			291.00
<b>Subtotal</b>			<b>2,777.56</b>
Sales Tax	\$ 680.26 @	8.1250 %	55.27
<b>Grand Total</b>			<b>2,832.83</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>2,832.83</b>

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Caliber Collision is the industry leader in quality collision repair. Since day one, our highest purpose has been to get people just like you back on the road as quickly as possible and fully restored to the rhythm of your life. You can be sure we do everything possible to ensure your complete satisfaction including:

- Personalized, high quality service from the largest collision repair company in the U.S.
- Consistently ranked among the highest customer satisfaction scores in the industry.
- Approved by every major insurance company in the U.S.
- Expedited car rental and towing services to get you back on the road again in no time.
- Repair work backed by a written, lifetime warranty honored at every location.
- 24/7/365 customer service to answer questions and put your mind at ease.

This is a preliminary estimate based on visible damage. There may be additional repairs needed once the vehicle is taken apart by our I-CAR Gold Class technicians to identify any additional damage.

If an insurance company has written an estimate for you, please provide us with a copy. Properly endorsed insurance company checks are welcome as payment for the repair of your vehicle. Caliber Collision gladly accepts all major credit cards, debit cards, cashier's and traveler's checks. See your Caliber Collision center for details on acceptance of personal checks.

Before leaving your vehicle with us, please remove all important personal and valuable items from your vehicle. Caliber Collision is not responsible for belongings left in your vehicle.

Please let us know how we can be of further assistance, and when we can schedule an appointment for your vehicle to be repaired.

Caliber Collision - Restoring The Rhythm Of Your Life

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**MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.**

**Customer: Meyeraan, Kelly**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

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 ARM8451, CCC Data Date 10/17/2024, 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 2024 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. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. 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. STS=Stainless Steel. 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.



# SUPERIOR COLLISION

3425 Washington Drive, Eagan, MN 55122  
Phone: (651) 452-8555  
FAX: (651) 452-3279

Workfile ID: 7f20374  
PartsShare: 8cYcQ  
Federal ID: 41-1534523

Item 6.

## Preliminary Estimate

**Customer: Meyaraan, Kelly**

**Job Number:**

Written By: Eric Bourdage

Insured: Meyaraan, Kelly  
Type of Loss:  
Point of Impact: 06 Rear

Policy #:  
Date of Loss:

Claim #: NONE  
Days to Repair: 0

**Owner:**  
Meyaraan, Kelly  
4481 Whitetail Way  
Eagan, MN 55123  
(651) 206-3113 Cell

**Inspection Location:**  
SUPERIOR COLLISION  
3425 Washington Drive  
Eagan, MN 55122-1304  
Repair Facility  
(651) 452-8555 Business

**Insurance Company:**  
OTHER party

## VEHICLE

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

VIN: JTMDFREVF1FJ038025  
License: GVZ053  
State: MN

Interior Color:  
Exterior Color: Pearl White  
Production Date: 6/2015

Mileage In:  
Mileage Out:  
Condition:  
Vehicle Out:  
Job #:

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Memory Package

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Navigation System  
Backup Camera

### RADIO

AM Radio  
FM Radio  
Stereo

### Search/Seek

CD Player  
Auxiliary Audio Connection  
Satellite Radio

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### ROOF

Electric Glass Sunroof

### SEATS

### Bucket Seats

Reclining/Lounge Seats  
Leather Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Three Stage Paint

### OTHER

Fog Lamps  
Rear Spoiler  
Signal Integrated Mirrors  
California Emissions

### TRUCK

Power Trunk/Liftgate

**Preliminary Estimate**

Item 6.

**Customer: Meyaraan, Kelly**

**Job Number:**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>1</b>		<b>LIFT GATE</b>					
2	*	Rpr Lift gate w/power, w/rear camera				<u>10.0</u>	2.6
3		Add for Three Stage					1.8
4	R&I	Finish panel w/rear camera, Japan built white pearl				0.3	
5	R&I	Lift gate trim Japan built				0.3	
6	R&I	RT Glass trim outer				0.1	
7	R&I	LT Glass trim outer				0.1	
8	R&I	Glass trim center				0.1	
9	Repl	Nameplate "RAV4" silver	754310R010	1	38.07	0.2	
10	Repl	Nameplate "LIMITED"	754430R030	1	36.58	0.2	
11	Repl	Nameplate "AWD"	754440R030	1	31.00	0.2	
12	#	Rpr clean adhesive				0.3	
<b>13</b>		<b>REAR LAMPS</b>					
14	R&I	RT Backup lamp				0.2	
15	R&I	LT Backup lamp				0.2	
<b>16</b>		<b>REAR BUMPER</b>					
17		O/H rear bumper				1.3	
18	*	Repl Bumper cover w/o reverse sensor	521500R110	1	<u>208.74</u>	Incl.	
<b>19</b>		<b>MISCELLANEOUS OPERATIONS</b>					
20	#	Repl Cover Car		1	5.00 T	0.2	
21	#	Repl Cover Car Primer		1	5.00 T	0.2	
22	#	Refn Corrosion protection primer					0.3
23	#	Refn Let-down panel - 3 STAGE					1.0
24	#	Subl Hazardous waste removal		1	5.00 T		
25	#	Refn Feather edge prime and block					1.0
26	#	Refn Wet/Dry Sand, Rub-Out & Buff					0.5
27	#	Disconnect / Reconnect battery cable		1		0.2	
28	#	Seatbelt inspection		1		0.5 M	
29	#	Pre Scan		1	60.00 X	0.5 M	
30	#	Post Scan		1	129.95 X	0.5 M	
<b>SUBTOTALS</b>					<b>519.34</b>	<b>15.6</b>	<b>7.2</b>

Customer: Meyaraan, Kelly

Job Number:

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			314.39
Body Labor	14.1 hrs @	\$ 80.00 /hr	1,128.00
Paint Labor	7.2 hrs @	\$ 80.00 /hr	576.00
Mechanical Labor	1.5 hrs @	\$ 150.00 /hr	225.00
Paint Supplies	7.2 hrs @	\$ 60.00 /hr	432.00
Miscellaneous			204.95
<b>Subtotal</b>			<b>2,880.34</b>
Sales Tax	\$ 761.39 @	8.1250 %	61.86
<b>Grand Total</b>			<b>2,942.20</b>

\*\*\*\*\*

This is an estimate only.

This estimate does not account for hidden or unseen damage.

Repair times are estimated and do not dictate actual times.

Additional damage and additional parts will extend repair times.

Parts prices and scan / calibration costs may vary and are subject to vendor invoice.

Not responsible for glass breakage during repair process.

No guarantee of any type on rust repairs.

Please remove all personal items from vehicle prior to repair appointment.

Storage charge of \$100.00 per day applies on any vehicles not repaired or repair delays by insurance of over 5 business days.

\*

Please note if this estimate is written for an insurance company it will be written by their guidelines and may not reflect the final repair procedures or costs.

\*

MN Statute 60A.955: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

\*\*\*\*\*

MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.



**Customer: Meyaraan, Kelly****Job Number:**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

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 ARM8451, CCC Data Date 10/17/2024, 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 2024 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. CFC=Carbon Fiber. 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. STS=Stainless Steel. 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.

Customer: Meyaraan, Kelly

Job Number:

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

**PARTS SUPPLIER LIST**

Line	Supplier	Description	Price
18	Burnsville Toyota 14730 Buck Hill Rd Burnsville MN 55306	#521500R110 Bumper cover w/o reverse sensor Quote: 2940265349 Expires: 11/23/24	\$ 208.74

**CITY OF SHEBOYGAN  
R. O. 96-24-25**

**BY CITY CLERK.**

**JANUARY 6, 2025.**

Submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

BankUnited N.A. vs. Joseph P. Champeau et al

Electronic Filing Notice

Sheboygan County Clerk of Circuit Court 2024CV000714 Honorable Natasha Torry Branch 2

Case No. 2024CV000714 Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN C/O ELIZABETH MAJERUS 828 CENTER AVE., SUITE 210 SHEBOYGAN WI 53081

Handwritten signature and date 12/16/24 8:37am

Case number 2024CV000714 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 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: 9ba30d

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 6, 2024

FILED  
12-05-2024

Item 7.

Sheboygan County  
Clerk of Circuit Court  
2024CV000714  
Honorable Natasha Torry  
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

BankUnited N.A.  
c/o Carrington Mortgage Services, LLC  
1600 South Douglass Road Suite 200-A  
Anaheim, CA 92806

Plaintiff

vs.

Case Number:  
FORECLOSURE CASE CODE -  
30404

**COMPLAINT**

Joseph P. Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081

City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708

Defendant

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

NOW COMES the Plaintiff, BankUnited N.A., by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. The Defendant Mortgagor is a competent adult who, upon information and belief, resides at 1821 S. 15th Street, Sheboygan, WI 53081 (hereinafter "Property").
3. The mortgaged real estate is owned of record by Defendant Mortgagor Joseph P. Champeau.
4. On or about December 24, 2009, the Mortgagor executed and delivered to Bank of America, N.A., a Note in writing dated that date and thereby promised to pay the principal balance of \$83,942.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
5. That to secure the indebtedness, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank of America, N.A., which mortgage was



dated on December 24, 2009, and recorded in the Office of the Register of Deeds for Sheboygan County on January 5, 2010, as Document No. 1893913.

6. The mortgage was subsequently assigned to BankUnited N.A., by an assignment dated November 29, 2021, recorded on December 1, 2021, as Document No. 2127470. A true copy of said assignment is attached as **Exhibit C**.
7. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):**

**Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Commonly known as: 1821-1821A S. 15th Street, Sheboygan, WI 53081  
TAX ID: 59281402390**

8. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are currently due, and the mortgage payments are due for August 1, 2024:

Principal Balance:	\$58,157.71
Interest Due:	\$ 1,211.60
Late Charges:	\$ 72.08
Escrow Balance:	\$ 165.77
Property Inspections:	\$ 90.00
Recording Fees:	\$ 30.00
<u>Attorney Fees:</u>	<u>\$ 1,195.00</u>
<b>TOTAL:</b>	<b>\$60,922.16</b>

9. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 5.00000% per annum. The daily per diem is \$8.08.
10. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
11. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
12. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
13. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives any deficiency judgment.**
14. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged

real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023JT000022 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023TJ000021 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 20023TJ000020 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 2023TJ000019 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed August 17, 2022 as case number 2023TJ000018 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$98.80, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed February 23, 2022 as case number 2023TJ000017 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed October 6, 2021 as case number 2023TJ000016 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**Wisconsin Department of Revenue**, by virtue of the Judgment for Money dated May 31, 2024 and docketed November 14, 2024 as case number 2024TW000411 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$13,787.99, plus costs and interest, if any.

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provides that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency

of the action;

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;
6. That plaintiff has such other and further relief as may be just and equitable.

Dated this 5th day of December 2024

Respectfully submitted,

Electronically signed by:

*Electronically signed by Anthony Procaccio*

---

Anthony Procaccio, State Bar No. 1089887  
Randall S. Miller & Associates, LLC

Attorney for Plaintiff  
Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 927-5992  
F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00038-8

Prepared by: JENNIFER STRICKLAND

**Wisconsin**

**NOTE**

LOAN #: [REDACTED]

FHA Case No.  
WI5813799675703

DECEMBER 24, 2009  
[Date]

1821-1821A S. 15TH, SHEBOYGAN, WI 53081  
[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$83,942.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2010. Any principal and interest remaining on the first day of JANUARY, 2040, will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at P.O. Box 660694, Dallas, TX 75266-0694 or at such place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$450.62. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

F Fixed Rate Note-WI  
2001R-WI (03/07)(d/f)



CASE #

**(C) Payment of Costs and Expenses**

LOAN #:

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

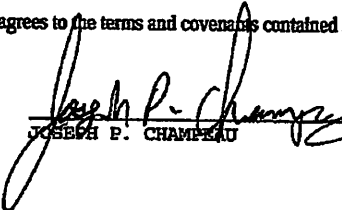
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
\_\_\_\_\_  
JOSEPH P. CHAMPEAU (Seal)  
-Borrower

\_\_\_\_\_  
PAY TO THE ORDER OF (Seal)  
-Borrower

WITHOUT RECOURSE  
BANK OF AMERICA, N.A.

BY   
\_\_\_\_\_  
MICHELE SJOLANDER (Seal)  
SENIOR VICE PRESIDENT -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]



ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: \$21.00  
TRANSFER FEE:  
EXEMPTION # NA

STAFF ID 5  
TRANS # 143936  
# OF PAGES: 6

### MORTGAGE

DOCUMENT NUMBER:

**NAME & RETURN ADDRESS:**

BANK OF AMERICA, N.A.  
ReconTrust Co./TX2-979-01-07  
P.O. Box 619003  
Dallas, TX 75261-9003

**PARCEL IDENTIFIER NUMBER:**

59281402390

[Space Above This Line For Recording Data]

[Redacted]  
[Case #]

[Redacted]

[Redacted]  
[Doc ID #]

FHA Case No.  
WIS813799675703

State of Wisconsin

MIN [Redacted]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 2009 . The Mortgagor is JOSEPH P CHAMPEAU, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES , and has an address of 101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$ 83,942.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

JANUARY 01, 2040 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FHA Wisconsin Mortgage with MERS - 4/96

MERS FHA Mortgage-WI  
2004N-WI (11/07)(d/i)



CASE #:

DOC ID #

which has the address of

1821-1821A S. 15TH, SHEBOYGAN  
[Street, City]

Wisconsin

53081  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:  
**First**, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**Second**, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**Third**, to interest due under the Note;

**Fourth**, to amortization of the principal of the Note; and

**Fifth**, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

CASE #:

DOC ID #:

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to

CASE #:

DOC ID #:

bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including,

Item 7.

CASE #:

DOC ID #:

but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Joseph P. Champeau*  
\_\_\_\_\_  
JOSEPH P. CHAMPEAU (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:  
The foregoing instrument was acknowledged before me this *21th* day of *December* 2009  
by *Joseph P. Champeau*

My Commission Expires:  
*August 8, 2010*

*Yvonne Westerkam*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
*Yvonne Westerkam*

This instrument was prepared by:  
JENNIFER STRICKLAND  
BANK OF AMERICA, N.A.  
1305 MALL OF GEORGIA BL. #200, BUFORD, GA 30519



EXHIBIT A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS,  
PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN  
SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED  
PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A  
S. 15TH; SHEBOYGAN, WI 53081

# EXHIBIT C

Item 7.

**2127470**  
**SHEBOYGAN COUNTY, WI**  
 RECORDED ON  
**12/01/2021 04:10 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
 Cashier ID: 3  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16WID0038-4</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK. WRDA 5/1999</small></p>	<p><b>Recording Area</b></p> <hr/> <p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <hr/> <p><b>Parcel Identification Number (PIN)</b></p>
	<p> </p>
	<p> </p>

**ASSIGNMENT OF MORTGAGE**

16WI00038-4

**KNOW ALL MEN BY THESE PRESENTS:** That Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by:

BankUnited N.A., the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390  
Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 29 day of NOVEMBER, 2021 Carrington Mortgage Services, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

By: [Signature] **NOV 29 2021**  
Its: **Veronica Robles**  
**Default Supervisor**

STATE OF CALIFORNIA }

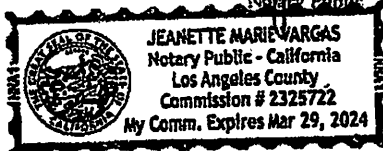
COUNTY OF ORANGE }

On NOV 29 2021 before me Jeanette Marie Vargas **Notary Public** personally appeared Veronica Robles who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

*Witness my hand and official seal.*

Drafted by & when recorded return to:  
La Pet Lee  
Randall S. Miller & Associates, LLC  
342 N. Water Street, Suite 613,  
Milwaukee, WI 53202

[Signature]  
Notary Public  




Item 7.

**2080348**  
**SHEBOYGAN COUNTY, WI**  
 RECORDED ON  
**10/15/2019 10:16 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
**Cashier ID: 8**  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16WI00038-3</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK. WRDA 5/1999</small></p>	<p><b>Recording Area</b></p>
	<p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <p><b>Parcel Identification Number (PIN)</b></p>

ASSIGNMENT OF MORTGAGE

16W100038-3

KNOW ALL MEN BY THESE PRESENTS: That the BankUnited, N.A., for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by:

Carrington Mortgage Services, LLC, the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390

Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 10 day of October, BankUnited, N.A. by Carrington Mortgage Services, LLC as Attorney-in-Fact

By: [Signature]
Its: Magda Awad
Default Supervisor-Foreclosure

STATE OF CALIFORNIA }

COUNTY OF ORANGE )

On OCT 10 2019 before me Tricia L. Cannon
personally appeared Magda Awad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]
Notary Public

Tricia L. Cannon

Drafted by & when recorded return to:
La Pet Lee
Randall S. Miller & Associates, LLC
342 N. Water Street, Suite 613
Milwaukee, WI 53202



**2069460**  
**SHEBOYGAN COUNTY, WI**  
**RECORDED ON**  
**03/01/2019 09:38 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
**Cashier ID: 9**  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16W100038-2</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.47(2m). USE BLACK INK. WRSJA 5/1999</small></p>	<p><b>Recording Area</b></p>
	<p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <p><small>Parcel Identification Number (PIN)</small></p>

ASSIGNMENT OF MORTGAGE

16WI00038-2

KNOW ALL MEN BY THESE PRESENTS: That the Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by: BankUnited N.A., the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390  
Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 13 day of February 2019 Carrington Mortgage Services, LLC

By: [Signature]  
Its: Magda Awad  
Default Supervisor-Foreclosure

STATE OF CALIFORNIA }

COUNTY OF ORANGE }

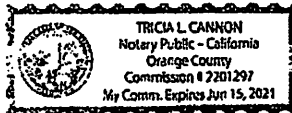
On FEB 13 2019 before me Tricia L. Cannon  
personally appeared Magda Awad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]  
Notary Public

Drafted by & when recorded return to  
La Pet Lee  
Randall S. Miller & Associates, LLC  
120 North LaSalle Street, Suite 1140  
Chicago, IL 60602



Item 7.

3/28/16

Assignment of Mortgage

Document Date

Document Title:



2025169

SHEBOYGAN COUNTY, WI

RECORDED ON

08/08/2016 3:59 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 5

PAGES: 3

Recording Area

Name and Return Address

Orion Financial Group Inc  
2860 Exchange Blvd Ste 100  
Southlake, TX 76092

*env*

Parcel ID: 59281402390

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CARRINGTON MORTGAGE SERVICES LLC.,  
1600 SOUTH DOUGLASS ROAD  
SUITE 200-A  
ANAHEIM, CA 92806  
ATTN: COLLATERAL DEPT

Ln# [REDACTED] SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Assignment of Mortgage

Date of Assignment: MAR 28 2016

Assignor: BANK OF AMERICA, N.A. s/b/m/ BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP.

Assignee: CARRINGTON MORTGAGE SERVICES, LLC

Executed By: JOSEPH P CHAMPEAU To BANK OF AMERICA, N.A Date of Mortgage: 12/24/2009 Recorded 1/5/2010 in Book/Reel/Liber: N/A Page: N/A as Instrument/CFN No.: 1893913 in Official Records of the SHEBOYGAN County/Parish/Township, State of WI

Property Address: ~~1821 S 15<sup>TH</sup> UNIT 1021A~~ AS SHEBOYGAN WI 53081-5731  
1821-1821A S. 15<sup>th</sup>

Legal description attached as exhibit A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

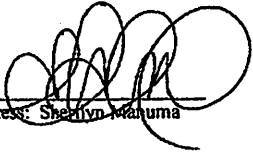
KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor here by assigns unto the above-named Assignee, the said Mortgage, secured thereby, which all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby Grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.


Assignment of Mortgage Page 2 of 2  
Loan # [REDACTED]

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in the said Mortgage IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written.

Dated: **MAR 28 2016**

**CARRINGTON MORTGAGE SERVICES, LLC. As attorney in fact for  
BANK OF AMERICA, N.A. s/b/m BAC Home Loans Servicing, LP f/k/a  
Countrywide Home Loans Servicing LP.**

  
Witness: Shehryn Mahuma

  
By: Chris Lechtanski, AVP - Default

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

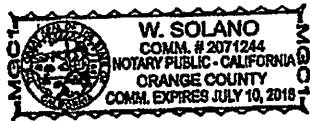
State of CALIFORNIA  
County of ORANGE

On **MAR 28 2016**, before me, W.SOLANO, Notary Public personally appeared Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public: W.SOLANO



Item 7.

**ASSIGNMENT OF MORTGAGE**

Recording Requested By:  
**Bank of America**  
 Prepared By: **Danilo Cuenca**  
 800-444-4302  
 When recorded mail to:  
**CoreLogic**  
 450 E. Boundary St.  
 Attn: Release Dept.  
 Chapin, SC 29036

DocID# [REDACTED]  
 Tax ID: **59281402390**  
 Property Address:  
**1821 S 15th St Unit 1821A**  
**Sheboygan, WI 53081-5731**

**1948212**  
**SHEBOYGAN COUNTY, WI**  
 RECORDED ON  
**07/11/2012 1:37 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
 EXEMPTION #  
 Cashier ID: 9  
 PAGES: 1

This space for Recorder's use

MIN #: [REDACTED] MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOAN SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **BANK OF AMERICA, N.A.**  
 Mortgagor(s): **JOSEPH P CHAMPEAU, A SINGLE PERSON**  
 Date of Mortgage: **12/24/2009**  
 Original Loan Amount: **\$83,942.00**  
 Recorded in Sheboygan County, WI on: 1/5/2010, book N/A, page N/A and instrument number 1893913

Property Legal Description:  
**THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"): LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on 7-9-12

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness: Beverly Brooks

By: Martha Munoz  
**Martha Munoz Vice President**

State of California  
 County of Ventura

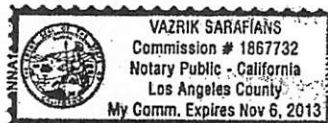
On **JUL 09 2012** before me, **VAZRIK SARAFIANS**, Notary Public, personally appeared **Martha Munoz**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vazrik Sarafians  
 Notary Public: **VAZRIK SARAFIANS**  
 My Commission Expires: **NOV/06/2013**

(Seal)





FILED  
12-05-2024

Item 7.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Sheboygan County  
Clerk of Circuit Court  
2024CV000714

Honorable Natasha Torry  
Branch 2

BankUnited N.A.  
c/o Carrington Mortgage Services, LLC  
1600 South Douglass Road Suite 200-A  
Anaheim, CA 92806

Plaintiff,

vs.

Case Number:

FORECLOSURE CASE CODE -  
30404

**SUMMONS**

Joseph P. Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081

City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708

Defendant,

**THE STATE OF WISCONSIN**

To each person or entity 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, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Court  
615 N 6th Street  
Sheboygan, WI 53081-4692

and to the plaintiff's attorney whose address is:

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee WI 53202**

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this complaint and you may lose you 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 may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of December 2024.

Randall S. Miller & Associates, LLC  
Attorneys for Plaintiff

Electronically signed,

By: *Electronically signed by Anthony Procaccio*

---

Anthony Procaccio  
State Bar No. 1089887

Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 937-5992 F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00038-8

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING  
ADDRESSES:**

**Joseph Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081**

**City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081**

**Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708**

**THANK YOU**

**CITY OF SHEBOYGAN**

**R. O. 118-24-25**

**BY CITY CLERK.**

**FEBRUARY 17, 2025.**

Submitting a claim from Chelsea Gray for alleged damages to house and vehicle when a City tree fell on them.

DATE RECEIVED 2-13-25

RECEIVED BY MYC

Item 8.

CLAIM NO. 18-24

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

- 1. Name of Claimant: Chelsea Gray
- 2. Home address of Claimant: 1239 Parkwood Blvd, Sheboygan, WI 53081
- 3. Home phone number: 920-782-0178
- 4. Business address and phone number of Claimant: Knight Barry Title, 2036 Kohler Memorial Drive, Sheboygan, WI, 53081 Phone: 920-459-0733
- 5. When did damage or injury occur? (date, time of day) June 24/25<sup>2024</sup> -- Through the night
- 6. Where did damage or injury occur? (give full description) Vehicle totaled & Roof Damage to front of house.
- 7. How did damage or injury occur? (give full description) A City tree fell -- has since been removed.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

No injuries -- however roof damage has been completed at the cost of \$1250.

11. Name and address of any other person injured:

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

Auto: \$ 16,473.14 - Equinox \$4,640.81 - Van

Property: \$ 1250

Personal injury: \$

Other: (Specify below) \$

**TOTAL** \$

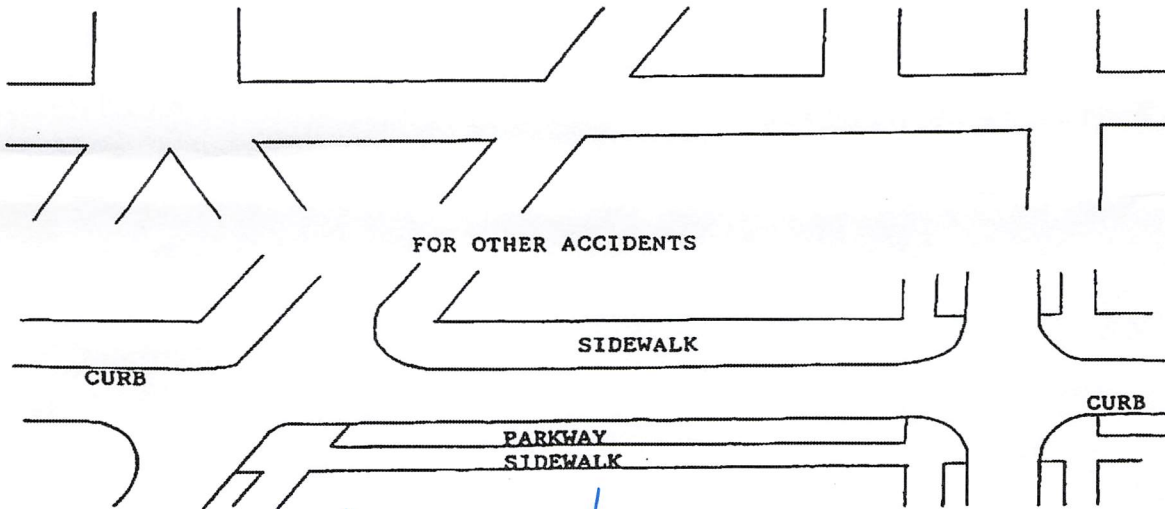
Damaged vehicle (if applicable)

Make: Dodge Chery Model: Caravan Equinox Year: 2019 2017 Mileage: 85419 129504

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT Chery DATE 2/10/25



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

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

Item 8.

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

CLAIM

Claimant's Name: Chelsea Gray  
 Claimant's Address: 1239 Parkwood Blvd  
Sheboygan, WI, 53081  
 Claimant's Phone No. 920-782-0178

Auto \$ Covered by insurance  
 Property \$ 1250  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 1250

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 \$ 1250.

SIGNED Chelsea Gray

DATE: 2/10/25

ADDRESS: 1239 Parkwood Blvd, Sheboygan WI, 53081

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













Irish Roofing  
1526 S. 12th Street  
Sheboygan, WI 53081

# INVOICE

**Job:** IRC-24360: Tiffany Gray  
**Invoice Number:** IRC-24360-1  
**Invoice Date:** 11/13/2024  
**Terms:** Upon Receipt

**Location Address**  
1239 Parkwood Boulevard  
Sheboygan, WI 53081

Tiffany Gray  
1239 Parkwood Boulevard  
Sheboygan, WI 53081

	PRICE
<b>INVOICE</b>	
<b>Repair Section</b>	
<b>Subtotal: Repair Section</b>	<b>\$800.00</b>
<b>Gutters Section</b>	
<b>Subtotal: Gutters Section</b>	<b>\$450.00</b>
<b>Subtotal: Invoice</b>	<b>\$1,250.00</b>
<b>Grand Total</b>	<b>\$1,250.00</b>

**Invoice Balance Due:** \$1,250.00

**REMIT TO:**  
1526 S. 12th Street  
Sheboygan, WI 53081

**Company Representative:**  
Joe Schultz  
(920) 918-5123  
joeschultz.wsd@gmail.com

We accept cash, check and credit/debit cards. **If you receive an email containing WIRE TRANSFER INSTRUCTIONS call us immediately to verify. We will NOT ask you to wire money.** Payments can be mailed or dropped off at our dropbox inside the doors at 1526 S 12th St. Sheboygan, WI 53081. Credit/debit card payments will incur a processing fee. If you'd like to pay by card please contact your company representative. Thank you for your business.



Accurate Claims Inc
2150 Memorial Dr, Green Bay, WI 54303
Office: (920) 965-4422
Fax: (920) 965-4423
aci@accurateclaimsinc.com

Estimate ID
19083168
Original
Claim Number
C50037

Owner
Tiffany, Dodge Gray
1239 Parkwood Blvd
Sheboygan, WI 53081
(920) 287-6725 (Home)

Appraiser
Craig Klisch
Classification
None

Badger Mutual Insurance

Loss Type: Comprehensive, Claim Number: C50037, Adjuster: John Conway, Deductible: 500.00 - Not Waived
Loss Date: 06/25/2024, Repair Facility: Not Available

2019 Dodge Grand Caravan SXT Van 121" WB 3.6L 6 Cyl Gas Injected 2WD

License: WI-AXU2835, VIN: 2C4RDGCG1KR782136, Condition: Good, Drivable: Yes
Odometer: 85419, Production Date: 10/2019, Mitchell Service Code: 911405

Primary Point of Impact
All Over (19)

Options

Table listing vehicle options such as 4 Doors, Air Conditioning, Alum/Alloy Wheels, Anti-Lock Brake Sys. (ABS), Automatic Headlights, etc.

Tiffany, Dodge Gray | 2019 Dodge Grand Caravan SXT

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
<b>Front Bumper</b>										
1	101830	Frt Bumper Cover	Remove / Install	Body	1.4	Existing				
<b>Front Lamps</b>										
2	100038	R Front Combination Lamp	Remove / Install	Body	0.3#	Existing				
3	100039	L Front Combination Lamp	Remove / Install	Body	0.3#	Existing				
<b>Hood</b>										
4	100553	R Hood Washer Nozzle	Remove / Install	Body	0.2#	Existing				
5	100554	L Hood Washer Nozzle	Remove / Install	Body	0.2#	Existing				
6	100555	Hood Panel (Alum)	Repair	Body	1.5*	Existing				
7	AUTO	Hood Outside	Refinish Only	Refinish	2.6 C	Existing				
<b>Front Fender</b>										
8	100397	R Fender Panel	Repair	Body	1.0*#	Existing				
9	AUTO	R Fender Outside	Refinish Only	Refinish	1.8 C	Existing				
10	100398	L Fender Panel	Repair	Body	1.0*#	Existing				
11	AUTO	L Fender Outside	Refinish Only	Refinish	1.8 C	Existing				
12	100409	L Fender Liner	Remove / Install	Body	0.3r#	Existing				
13	100665	R Mirror Bezel	Remove / Install	Body	0.2#	Existing				
14	100666	L Mirror Bezel	Remove / Install	Body	0.2#	Existing				
15	100669	R Fender Mudguard	Remove / Install	Body	0.2	Existing				
16	100670	L Fender Mudguard	Remove / Install	Body	0.2	Existing				
17	100414	R Fender Antenna Mast	Remove / Replace	Body	0.1	New	56038725AC	1	\$38.80	Yes
<b>Rocker / Pillars</b>										
18	100512	R Door Opening Panel -S	Repair	Body	1.0*#	Existing				
19	AUTO	R Windshield Post	Refinish Only	Refinish	1.0 C	Existing				
20	100513	L Door Opening Panel -S	Repair	Body	1.0*#	Existing				
21	AUTO	L Windshield Post	Refinish Only	Refinish	1.0 C	Existing				
<b>Side Door</b>										
22	100190	R Side Door Shell	Repair	Body	1.0*#	Existing				
23	900501	Top of door								
24	AUTO	R Side Door Outside	Refinish Only	Refinish	2.4 C	Existing				
<b>Van Side Panel</b>										
25	101038	R Van Side Panel	Repair	Body	1.5*#	Existing				
26	AUTO	R Van Side Panel Outside	Refinish Only	Refinish	2.2 C	Existing				
<b>Quarter Glass</b>										
27	100273	R Quarter Glass	Remove / Install	Glass	1.0#	Existing				



Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
<b>Roof</b>										
28	101273	Roof Panel	Repair	Body	2.0*#	Existing				
29	AUTO	Roof Panel Outside	Refinish Only	Refinish	4.1 C	Existing				
30	101929	Satellite Radio Antenna	Remove / Install	Body	0.3#	Existing				
31	101274	R Roof Adhesive Moulding	Remove / Install	Body	0.2r	Existing				
32	101275	L Roof Adhesive Moulding	Remove / Install	Body	0.2r	Existing				
33	101469	R Roof Luggage Rack Side Rail	Remove / Install	Body	0.4	Existing				
34	101470	L Roof Luggage Rack Side Rail	Remove / Install	Body	0.4	Existing				
<b>Liftgate</b>										
35	100111	Liftgate Handle	Remove / Install	Body	0.3#	Existing				
36	AUTO	Liftgate Trim Panel	Remove / Install	Body	0.4					
37	100112	Liftgate Lock Cylinder	Remove / Install	Body	0.2#	Existing				
38	100118	Liftgate Shell	Repair	Body	1.0*#	Existing				
39	AUTO	Liftgate Outside	Refinish Only	Refinish	2.1 C	Existing				
40	100113	Liftgate Spoiler	Remove / Install	Body	0.4#	Existing				
41	AUTO	Upr Liftgate Garnish Moulding	Remove / Install	Body	0.2					
42	100647	Liftgate Spoiler	Repair	Body	1.0*#	Existing				
43	AUTO	Liftgate Spoiler	Refinish Only	Refinish	1.2 C	Existing				
44	100654	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	68087121AA	1	\$154.00	Yes
45	100652	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	4389988AA	1	\$118.00	Yes
46	102775	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.2	New	5182346AA	1	\$107.00	Yes
<b>Rear Lamps</b>										
47	101517	R Rear Combination Lamp	Remove / Install	Body	0.3	Existing				
<b>Rear Bumper</b>										
48	101566	Rear Bumper Cover	Remove / Install	Body	1.0	Existing				
<b>Additional Costs &amp; Materials</b>										
49	AUTO	Paint/Materials	Additional Cost						\$1,165.00*	Yes
50	936012	Hazardous Waste Disposal	Additional Cost						\$8.00*	Yes
<b>Additional Operations</b>										
51	AUTO	Clear Coat	Additional Operation	Refinish	3.1				\$0.00	
52	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				\$0.00	
53	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				\$0.00	

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
<b>Special / Manual Entry</b>									
54	900500 Cover Vehicle	Additional Labor	Body*	0.3*	New		1	\$0.00*	

\* Judgment Item C Included in Clear Coat Calculation  
T Included in Two Tone Calculation A Included in Clear Coat and Two Tone Calculation  
# Labor Note Applies r CEG R&R Time Used for this Labor Operation  
d Discontinued by Manufacturer [ ] Verify the part number and price before ordering

### Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	20.8	\$70.00			\$1,456.00
Refinish Labor	23.3	\$70.00			\$1,631.00
Glass Labor	1.0	\$70.00			\$70.00
Mechanical Labor	1.0	\$125.00			\$125.00
<b>Total Labor</b>	<b>46.1</b>				<b>\$3,282.00</b>
					Taxable \$3,282.00
					Tax 5.5000% \$180.51
					Non-Taxable \$0.00
					Pre-Tax Discount 0.00% \$0.00
					<b>Labor Total \$3,462.51</b>
<b>Parts</b>		<b>Amount</b>			
Taxable Parts		\$417.80			\$417.80
					Parts Adjustments \$0.00
					Tax 5.5000% \$22.98
					Non-Taxable \$0.00
					Pre-Tax Discount 0.00% \$0.00
					<b>Parts Total \$440.78</b>
<b>Costs</b>		<b>Amount</b>			
Paint Materials		\$1,165.00			\$1,165.00
Shop Materials		\$0.00			\$0.00
Other Additional Costs		\$8.00			\$8.00
					Taxable \$1,173.00
					Tax 5.5000% \$64.52
					Non-Taxable \$0.00
					Pre-Tax Discount 0.00% \$0.00
					<b>Costs Total \$1,237.52</b>
<b>Gross Totals</b>		<b>Amount</b>			
Gross Total		\$5,140.81			\$5,140.81
					Taxable \$4,872.80
					Tax \$268.01
					Non-Taxable \$0.00
					Pre-Tax Discount 0.00% \$0.00
					<b>Gross Total \$5,140.81</b>
<b>Adjustments</b>		<b>Amount</b>			
Deductible		-\$500.00			-\$500.00
<b>Total Customer Responsibility</b>					<b>-\$500.00</b>

### Estimate Totals

Net Estimate Total      \$4,640.81

**\*\*\*Disclaimer - This is not an authorization to repair. The vehicle owner must authorize all repairs. Accurate Claims Inc. reserves the right to reinspect all supplements before payment is made. All supplements must have prior approval from Accurate Claims Inc. before any payments will be made. \*\*\***

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.





Accurate Claims Inc
2150 Memorial Dr, Green Bay, WI 54303
Office: (920) 965-4422
Fax: (920) 965-4423
aci@accurateclaimsinc.com

Estimate ID
19082305
Original
Claim Number
C50037

Owner
Tiffany Gray
1239 Parkwood Blvd
Sheboygan, WI 53081
(920) 287-6725 (Home)

Appraiser
Craig Klish
Classification
None

Badger Mutual Insurance

Loss Type: Comprehensive, Claim Number: C50037, Adjuster: John Conway, Deductible: 500.00 - Not Waived

Loss Date: 06/25/2024, Repair Facility: Not Available

2018 Chevrolet Equinox LT 4 Door Utility 1.5L 4 Cyl Gas Injected Turbocharged FWD

VIN: 3GNAXJEV5JS559667, Condition: Good, Drivable: No, Odometer: 129564

Production Date: 11/2017, Mitchell Service Code: 911958

Primary Point of Impact
All Over (19)

Options

Table listing vehicle options such as Air Conditioning, Bluetooth Wireless Connectivity, and Power Windows.

Tiffany Gray | 2018 Chevrolet Equinox LT

Table with columns: Line #, Description, Operation, Type, Total Units, Type, Number, Qty, Total Price, Tax. Row 1: 1 100013 Frt Upr Bumper Cover Repair Body 1.0\* Existing

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
2	AUTO Frt Upr Bumper Cover	Refinish Only	Refinish	2.3 C	Existing					
<b>Front Lamps</b>										
3	101458 L Front Combination Lamp	Remove / Install	Body	0.3#	Existing					
<b>Hood</b>										
4	100368 Hood Panel	Remove / Replace	Body	1.3	Aftermarket Certified	GM1230466C	1	\$901.00	Yes	
5	AUTO Hood Outside	Refinish Only	Refinish	2.7 C						
6	AUTO Add For Hood Underside	Refinish Only	Refinish	1.4 C						
<b>Front Fender</b>										
7	100536 R Fender Panel	Remove / Replace	Body	2.2#	Aftermarket Certified	GM1241402C	1	\$511.00	Yes	
8	AUTO Frt Bumper Cover	Remove / Install	Body	1.2						
9	AUTO R Front Combination Lamp	Remove / Install	Body	INC#						
10	AUTO R Fender Outside	Refinish Only	Refinish	1.7 C						
11	AUTO R Add To Edge Fender	Refinish Only	Refinish	0.5 C						
12	100537 L Fender Panel	Repair	Body	1.0*#	Existing					
13	AUTO L Fender Outside	Refinish Only	Refinish	1.7 C	Existing					
14	101447 L Upr Fender Moulding	Remove / Install	Body	0.2#	Existing					
<b>Windshield</b>										
15	101347 W/Shield Glass	Remove / Replace	Glass	INC#	New	84491939	1	\$623.45	Yes	
16	101375 L W/Shield Wiper Blade Assy	Remove / Replace	Body	INC#	New	84574893	1	\$36.95	Yes	
17	101379 L W/Shield Wiper Blade Arm	Remove / Replace	Body	INC	New	84660019	1	\$36.01	Yes	
<b>Front Door</b>										
18	100983 R Frt Door Shell	Repair	Body	1.0*#	Existing					
19	AUTO R Frt Door Outside	Refinish Only	Refinish	1.6 C	Existing					
20	100984 L Frt Door Shell	Repair	Body	1.0*#	Existing					
21	AUTO L Frt Door Outside	Refinish Only	Refinish	1.6 C	Existing					
22	100883 R Frt Rear View Mirror	Remove / Install	Body	INC#	Existing					
23	100884 L Frt Rear View Mirror	Remove / Install	Body	INC#	Existing					
24	100877 R Frt Otr Door Belt Moulding	Remove / Install	Body	0.9#	Existing					
25	100878 L Frt Otr Door Belt Moulding	Remove / Install	Body	0.9#	Existing					
26	100875 R Frt Lwr Door Moulding	Remove / Install	Body	0.3	Existing					
27	100876 L Frt Lwr Door Moulding	Remove / Install	Body	0.3	Existing					
28	100991 R Frt Door Rear View Mirror	Remove / Replace	Body	INC#	Aftermarket New	GM1321594	1	\$400.00	Yes	

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
29	AUTO R Frt Door Trim Panel	Remove / Install	Body	INC					
30	100707 R Frt Otr Door Handle	Remove / Install	Body	0.3#	Existing				
31	100708 L Frt Otr Door Handle	Remove / Install	Body	0.3#	Existing				
32	AUTO L Frt Door Trim Panel	Remove / Install	Body	INC					

Roof									
33	100170 Roof Panel	Remove / Replace	Body	16.5#	New	84437282	1	\$725.00	Yes
34	AUTO Roof Panel Outside	Refinish Only	Refinish	3.1 C					
35	AUTO Add To R&I/R&R Side Curtain Air Bags -M	Remove / Replace	Mechanical	1.6					

Side Body									
36	100548 R Side Body Panel Assembly -S	Remove / Replace	Body	22.0#	New	84372731	1	\$1,448.47	Yes
37	AUTO R Side Body Panel Complete	Refinish Only	Refinish	5.4 C	Existing				
38	AUTO R Quarter Panel Edge	Refinish Only	Refinish	0.5 C					
39	AUTO R Add For Pillar	Refinish Only	Refinish	0.5 C					
40	AUTO R Add To R&I/R&R Side Air Bag Sensor -M	Remove / Replace	Mechanical	0.4					
41	AUTO R Add To R&I/R&R Side Curtain Air Bags-M	Remove / Replace	Mechanical	INC#					
42	100549 L Side Body Panel Assembly -S	Remove / Replace	Body	22.5#	New	84372732	1	\$1,448.47	Yes
43	AUTO L Side Body Panel Complete	Refinish Only	Refinish	5.4 C	Existing				
44	AUTO L Quarter Panel Edge	Refinish Only	Refinish	0.5 C					
45	AUTO L Add For Pillar	Refinish Only	Refinish	0.5 C					
46	AUTO L Add To R&I/R&R Side Air Bag Sensor -M	Remove / Replace	Mechanical	0.4					
47	AUTO L Add To R&I/R&R Side Curtain Air Bags-M	Remove / Replace	Mechanical	INC#					
48	101580 L Rocker Moulding	Remove / Install	Body	0.4	Existing				

Additional Costs & Materials									
49	AUTO Paint/Materials	Additional Cost						\$1,680.00*	Yes

Additional Operations									
50	AUTO Clear Coat	Additional Operation	Refinish	4.2				\$0.00	

\* Judgment Item  
 C Included in Clear Coat Calculation  
 T Included in Two Tone Calculation  
 A Included in Clear Coat and Two Tone Calculation  
 # Labor Note Applies  
 r CEG R&R Time Used for this Labor Operation  
 d Discontinued by Manufacturer  
 [ ] Verify the part number and price before ordering

**Parts Vendors**



KEYSTONE KEYSIQ  
 5050 N. WREN DR.  
 APPLETON WI 54913  
 (800) 422-1995 (Work)  
 (920) 731-3030 (Work)

Line	Part #	Total Price
4	GM1230466C	\$901.00
7	GM1241402C	\$511.00
28	GM1321594	\$400.00

**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.

**Estimate Totals**

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	73.6	\$70.00		\$5,152.00
Refinish Labor	33.6	\$70.00		\$2,352.00
Glass Labor	0.0	\$70.00		\$0.00
Mechanical Labor	2.4	\$125.00		\$300.00
<b>Total Labor</b>	<b>109.6</b>			<b>\$7,804.00</b>
			Taxable	\$7,804.00
			Tax 5.5000%	\$429.22
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			<b>Labor Total</b>	<b>\$8,233.22</b>
Parts	Amount			
Taxable Parts	\$6,130.35			\$6,130.35
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$337.17
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			<b>Parts Total</b>	<b>\$6,467.52</b>
Costs	Amount			
Paint Materials	\$1,680.00			\$1,680.00
Shop Materials	\$0.00			\$0.00
Other Additional Costs	\$0.00			\$0.00
			Taxable	\$1,680.00
			Tax 5.5000%	\$92.40
			Non-Taxable	\$0.00
			Pre-Tax Discount 0.00%	\$0.00
			<b>Costs Total</b>	<b>\$1,772.40</b>
Gross Totals	Amount			
<b>Gross Total</b>	<b>\$16,473.14</b>			<b>\$16,473.14</b>

### Estimate Totals

Taxable	\$15,614.35
Tax	\$858.79
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
<b>Gross Total</b>	<b>\$16,473.14</b>

Adjustments	Amount	
Deductible	-\$500.00	-\$500.00
<b>Total Customer Responsibility</b>		<b>-\$500.00</b>

**Net Estimate Total      \$15,973.14**

**\*\*\*Disclaimer - This is not an authorization to repair. The vehicle owner must authorize all repairs. Accurate Claims Inc. reserves the right to reinspect all supplements before payment is made. All supplements must have prior approval from Accurate Claims Inc. before any payments will be made. \*\*\***

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.

**CITY OF SHEBOYGAN  
R. C. 255-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 207-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**VI**

R. C. No. 207 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. 267 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

Your Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P  
2022-2023 Council*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



II

R. O. No. 92 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC.

FAP

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

THE MILWAUKEE CENTER  
111 EAST KILBOURN AVENUE, 19TH FLOOR  
MILWAUKEE, WI 53202-6022

MTFN.COM  
MAIN 414.273.1500  
FAX 414.273.5540

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

OCT 8 '21 AM 11:11  
**MEISSNER TIERNEY**  
FISHER & NICHOLS PC  
Item 9.

16-21  
MKC



October 7, 2021

Process/Server  
Date: 10/8/21 Time: 10:25 am pm  
 Personal  Substitute  
 Posted  Corporate

**VIA HAND DELIVERY**

City of Sheboygan  
c/o Meredith DeBruin, City of Sheboygan City Clerk  
828 Center Avenue, Suite 103  
Sheboygan, Wisconsin 53081

RE: Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and Wis. Stat. § 893.80(1d)(b)

Dear Ms. DeBruin:

Please be advised that our office represents Sheboygan Resort Operator LLC d/b/a Blue Harbor Resort ("SRO"), and Sheboygan Acquisitions LLC ("SA") in connection with all matters relating to the Blue Harbor Resort Condominium Association, Inc. ("Association").<sup>1</sup>

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.

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<sup>1</sup>The Association is the association for the Blue Harbor Resort Condominium (the "Condominium"). The Condominium was created by that certain Declaration of Blue Harbor Resort Condominium dated June 24, 2004, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin (the "Register's Office") on June 29, 2004 as Document No. 1738057 as thereafter amended (the "Declaration"). Any capitalized term in this Notice that is not specifically defined in this Notice shall have the same meaning given to such term in the Declaration.

## I. NOTICE OF CIRCUMSTANCES OF CLAIM

The Declaration and other documents prohibit any individual from continuously occupying any Unit in the Condominium for a period of more than 29-day consecutive days. On June 21, 2021, Unit 847 was sold to a new Unit Owner. It is SRO's and SA's understanding that the new owner of Unit 847 is using this Unit as her permanent residence and is continually occupying the Unit. Accordingly, it is SRO's and SA's understanding that the owner of Unit 847 continuously occupied Unit 847 for more than twenty-nine consecutive days in violation of the 29-Day Restriction, has continued to do so since that time, and intends to do so on a going forward basis.

SRO and SA have brought these matters to the Association's attention. The Association has not taken any actions to enforce the 29-Day Restriction, and it is SRO's and SA's understanding that the Association is not going to take any actions to do so. Furthermore, other Unit Owners are listing their Units for sale as owner-occupied units, demonstrating that this issue will not be isolated if it is not addressed now.

The following will explain the circumstances surrounding SRO's and SA's claim in more detail.

### 1. The Documents Creating the 29-Day Restriction.

The Declaration states that no individual may continuously occupy a Unit for a period exceeding 29 days. Section 12.1 of the Declaration states as follows:

Use. Declarant, each Unit Owner, and their respective agents, representatives, guests, tenants and invitees shall be subject to the use restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, which such restrictions include, without limitation, (i) the restriction imposed by the City's building code in effect on the date of this Declaration that no individual may continuously occupy a Unit for a period exceeding 29 days, and (ii) the restriction that the Building and Units are intended for and restricted exclusively to residential uses; provided, however, that Declarant reserves the right to use each of the unsold Units as a sample, model or sales office or management office for the Condominium.

A separate restriction on the continuous occupancy of a Unit beyond a 29-day period is also found in the South Pier District Restrictive Covenants And Cross Easement Agreement dated July 30, 2003 and recorded with the Register's Office on August 12, 2003 as Document No. 1701704, as amended by the First Amendment to South Pier District Restrictive Covenants and Cross Easement Agreement dated June 25, 2004 and recorded with the Register's Office on July 7, 2004 as Document No. 1739007 (the "Restrictive Covenant"). Section 6(h) of the Restrictive Covenant states as follows:

The condominium units have been constructed to comply with the City of Sheboygan's building codes applicable to transient lodging. In order to comply with the City of Sheboygan's building codes, no individual may continuously occupy any particular condominium unit for a period exceeding 29 days. Any use of a condominium unit for any purpose other than as transient lodging will violate the City of Sheboygan's building codes and the City of Sheboygan shall have all rights and remedies available to it in connection with such violation, including without limitation, the right to require the owner of any such unit to bring his/her/its condominium unit into compliance with all applicable building codes. The issuance by the City of Sheboygan of an occupancy permit for any condominium

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 "Public Records Request"). The City responded to the Public Records Request (and our additional follow-up requests) on various dates between August 27, 2021 and September 14, 2021.

As part of the City's responses to the Public Records Request, it provided copies of the Building Permits issued by the City for the sixteen (16) buildings in the Condominium. In each of those Building Permits, the following language was contained within the "Description/Remark" portion of those documents:

STATE APPROVED PLAN—TRANSACTION ID 886098 &  
SITE ID 656660—RESIDENTIAL TYPE VB COMBUSTIBLE  
UNPROTECTED CLASS OF CONSTRUCTION; NEW PLAN 6,920  
SQ. FT. OCCUPANCY: R-1 TRANSIENT RESIDENTIAL.  
ONE OF 16 CONDO UNITS<sup>2</sup>

Thus, each of the Building Permits issued by the City state that the Condominium was to be constructed for an R-1 Transient Residential occupancy. Other documents in the City's responses to the Public Records Request support the conclusion that the Condominium was to be built for an "R-1 Transient Residential" occupancy. These documents include the following:

- a. Letter dated July 21, 2003 from the Division of Safety & Buildings for the Department of State of Wisconsin ("Department") to Architectural Design Consultants Inc. ("ADC") This letter relates to the approval of the Condominium by the State of Wisconsin. The letter describes the Condominium project as an "Occupancy: R-1 Transient Residential".

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<sup>2</sup> 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

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- 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

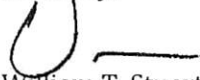
any actions to enforce the 29-Day Restriction and apparently has taken the position that the 29-Day Restriction does not apply to any Units in the Condominium. SRO and SA therefore contend that the Association is failing and refusing to enforce the 29-Day Restriction in the Declaration and Restrictive 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, 19<sup>th</sup> Floor,  
Milwaukee, Wisconsin 53202

Cc: Charles Adams, City Attorney

**CITY OF SHEBOYGAN  
R. C. 256-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 208-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**VI**

R. C. No. 208 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



VI

R. C. No. 268 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

Your Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P  
2022-2023 Council*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

12

Item 10.

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.

FP

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CITY CLERK

#13-21

SEP 20 Item 10.

MCC

**PROGRESSIVE**

Payment Address	Document Address
24344 Network Place	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 OPERATED 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*

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



Item 10.

## Medical Payments Details

**Named Insured:** Mindy Smith  
**Injured Party:** Mindy Smith  
**Claim Number:** 21-4210327  
**Date Of Loss:** 08-09-21  
**Total Billed:** \$738.00  
**Total Paid:** \$682.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
<b>COLUMBIA ST MARYS HOSPITAL OZAUKEE INC</b>									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
<b>COLUMBIA ST MARYS HOSPITAL OZAUKEE INC</b>									
	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**

<b>Disbursement Number:</b> 782511268	<b>Total Amount:</b> \$105.50
<b>EFT Trace Number:</b> 714794252	<b>Invoice Number:</b> 87281770
<b>Pay to the Order of:</b> VHAG SHEBOYGAN 3 LLC	
<b>Mailing Address:</b> 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
<b>In Payment Of:</b> Progressive Invoice Number: 87281770	

**Reviewed Summary**

<b>Issuing Rep:</b> JXB0358	<b>Approved By:</b>
<b>Issue Date:</b> 09-02-21	<b>Review Date:</b>
<b>Last Updated Rep:</b> JXB0358	<b>Reviewed By:</b>

**Bank Information**

<b>Type:</b> Loss	<b>Bank Code:</b> CTB
<b>Stop Reason:</b>	<b>Cleared:</b> 09-03-21
<b>Stop Date:</b>	

**Exposure Detail: COLL**

<b>Party Name:</b> SMITH, MINDY	<b>Amount Paid:</b> \$105.50
<b>Property Description:</b> 06 HUMMER H3	<b>Deductible Taken:</b> \$0.00
<b>Payment Type:</b> SUPPLEMENTAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00



Item 10.

**Claim Payment Detail ( 21-4210327 )**

**Payment Information**

<b>Disbursement Number:</b> 782510195	<b>Total Amount:</b> \$1,120.51
<b>EFT Trace Number:</b> 714789208	<b>Invoice Number:</b> 87153078
<b>Pay to the Order of:</b> VHAG SHEBOYGAN 3 LLC	
<b>Mailing Address:</b> 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
<b>In Payment Of:</b> Progressive Invoice Number: 87153078	

**Reviewed Summary**

<b>Issuing Rep:</b> A111378	<b>Approved By:</b>
<b>Issue Date:</b> 08-31-21	<b>Review Date:</b>
<b>Last Updated Rep:</b> A141463	<b>Reviewed By:</b>

**Bank Information**

<b>Type:</b> Loss	<b>Bank Code:</b> CTB
<b>Stop Reason:</b>	<b>Cleared:</b> 09-01-21
<b>Stop Date:</b>	

**Exposure Detail: COLL**

<b>Party Name:</b> SMITH, MINDY	<b>Amount Paid:</b> \$1,120.51
<b>Property Description:</b> 06 HUMMER H3	<b>Deductible Taken:</b> \$0.00
<b>Payment Type:</b> SUPPLEMENTAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00

**Claim Payment Detail ( 21-4210327 )**

**Payment Information**

<b>Disbursement Number:</b> 782510221	<b>Total Amount:</b> \$500.00
<b>EFT Trace Number:</b> 714789208	<b>Invoice Number:</b> 87155627
<b>Pay to the Order of:</b> VHAG SHEBOYGAN 3 LLC	
<b>Mailing Address:</b> 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
<b>In Payment Of:</b> Progressive Invoice Number: 87155627	

**Reviewed Summary**

<b>Issuing Rep:</b> A106724	<b>Approved By:</b>
<b>Issue Date:</b> 08-31-21	<b>Review Date:</b>
<b>Last Updated Rep:</b> A106724	<b>Reviewed By:</b>

**Bank Information**

<b>Type:</b> Loss	<b>Bank Code:</b> CTB
<b>Stop Reason:</b>	<b>Cleared:</b> 09-01-21
<b>Stop Date:</b>	

**Exposure Detail: COLL**

<b>Party Name:</b> SMITH, MINDY	<b>Amount Paid:</b> \$500.00
<b>Property Description:</b> 06 HUMMER H3	<b>Deductible Taken:</b> \$0.00
<b>Payment Type:</b> SUPPLEMENTAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00

# Progressive

Estimate ID  
21-4210327-01  
S2

Quote ID  
90943573  
Claim Number  
21-4210327-01

Owner  
MINDY SMITH

Insured  
MINDY SMITH

Appraiser  
AIESHA JONES  
(440) 566-5964 (Work)  
a141463@progressive.com

Supplemented By  
JARED BRILL  
(608) 347-3860 (Work)  
jbrill1@progressive.com

## Artisan and Truckers Casualty Co

Claim Number 21-4210327-01	Adjuster Joshua Matthew LaFleur (920) 729-1563 (Fax) (920) 903-5052 (Work) jlafleu1@progressive.com	Deductible 500.00 - Not Waived	Reported Date 08/09/2021
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Loss Date  
08/09/2021

## 2006 HUMMER H3 4 Door Utility 3.5L 5 Cyl Gas Injected 4WD

Exterior Color Black	License WI-369WXL	VIN 5GTDN136868157769	Drivable Yes
Odometer 151535	Mitchell Service Code 910512		

Primary Point of Impact  
Rear (6)

### Options

4 Wheel Drive	Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Automatic Headlights	CD Player	Cloth Seat	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Electric Defogger	First Row Bucket Seat	Fog Lights
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Privacy Glass	Rear Gate Wiper	Skid Plate
Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	

## MINDY SMITH | 2006 HUMMER H3



Parts Profile  
SHEB WI All Part Types

Parts Profile Version  
3.0

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
<b>Rear Suspension</b>										
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	
<b>Rear Bumper</b>										
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	INC#	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	
<b>Special / Manual Entry</b>										
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		C Included in Clear Coat Calculation								
T Included in Two Tone Calculation		A Included in Clear Coat and Two Tone Calculation								
# Labor Note Applies		r CEG R&R Time Used for this Labor Operation								
d Discontinued by Manufacturer										

**Parts Vendors**

KEYSTONE PP  
4410 N. 132ND ST. #A  
BUTLER WI 53007  
(800) 924-8230 (Work)  
(414) 463-1019 (Work)

Line	Part #	Total Price
4	HU1102104R	\$585.00

**Disclaimer:** This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

**Recycled Part Vendors**

Original One Parts

1431 Kingsland Ave  
 St. Louis MO 63133  
 (877) 441-0001 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
6	TWH1034APU	\$67.63		Tow Hook - Part Number: TWH1034 Quoteld: 33091737 Description: TOW HOOK Certified Original, Tested, Refinished, VIN mapped, LIFETIME WNTY Cond: A	

Supplier Notes: APU, Quote#: 121628401279733 Stock Number: TWH1034 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

### Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Mechanical Labor	1.2	\$80.00		\$96.00
Body Labor	1.3	\$60.00	\$100.00	\$178.00
<b>Total Labor</b>	<b>2.5</b>		<b>\$100.00</b>	<b>\$274.00</b>
			Taxable	\$274.00
			Tax 5.5000%	\$15.07
			Non-Taxable	\$0.00
			<b>Labor Total</b>	<b>\$289.07</b>
Parts	Amount			Totals
Taxable Parts	\$1,362.03			\$1,362.03
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$74.91
			Non-Taxable	\$0.00
			<b>Parts Total</b>	<b>\$1,436.94</b>
Costs	Amount			Totals
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
			<b>Costs Total</b>	<b>\$0.00</b>
Gross Totals	Amount			Totals
Gross Total	\$1,726.01			\$1,726.01
			Taxable	\$1,636.03
			Tax	\$89.98
			Non-Taxable	\$0.00
			<b>Gross Total</b>	<b>\$1,726.01</b>
Adjustments	Amount			Totals
Deductible	-\$500.00			-\$500.00
<b>Total Customer Responsibility</b>				<b>-\$500.00</b>



## Estimate Totals

<b>Net Estimate Total</b>	<b>\$1,226.01</b>
Less Original Net Total	\$940.81
Net Supplement Amount	\$285.20
S1: JARED BRILL	\$179.70
S2: JARED BRILL	\$105.50

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

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

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the

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**

Due In 8/13/2021  
Estimated Completion Date 8/30/2021  
Arrived At Shop 8/20/2021  
Ready for Delivery 8/27/2021  
Delivered 8/30/2021

**Estimate Event Log**

Job Created 8/11/2021 05:51 AM  
Supplement 2 Started 8/11/2021 11:12 AM  
Supplement 2 Printed 9/2/2021 11:24 AM  
Supplement 2 Committed 9/2/2021 11:24 AM  
Estimate Version 3

Date: 9/2/2021 11:24:12 AM  
 Estimate ID: 21-4210327-01  
 Supplement: 2 - 9/02/2021 11:24:11 AM  
 Profile ID: SHEBOYGAN WI All Part Types

Supplement Delta Report  
 Comparison of Estimate 21-4210327-01 Supplement 1 and Supplement 2

Damage Assessed By: AIESHA JONES  
 Supplemented By: JARED BRILL

Insured: MINDY SMITH  
 Owner: MINDY SMITH  
 Vehicle: 2006 HUMMER H3  
 Date of Loss: 08/09/2021

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
<b>Changed Entries</b>							
S1 2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T
11<	Body<	REPAIR<	TOWING<	Sublet< Sublet	100.00* <	0.0*	0.0<
<b>Added Entries</b>							
2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

	Amount
Original Estimate	940.81
Supplement 1	179.70
Supplement 2	105.50

**Supp 1**

Total Tax	84.48
Supp 2	
Total Tax	89.98
Net Supplement Amount	285.20

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Net Total	1,226.01
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	Program Calc Version	Data Versions
Supp 1	9	AUG_21_V
Supp 2	9	AUG_21_V

Software Version: 21.2

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**G7L0GL84FC**  
C21-13561

**WISCONSIN MOTOR VEHICLE  
CRASH REPORT**

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

**G7L0GL84FC**

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>SERGEANT A. KUNDINGER</b>	
Crash Date <b>08/09/2021</b>		Crash Time <b>03:36 PM</b>		Date Arrived <b>08/09/2021</b>		Time Arrived <b>03:47 PM</b>	
Date Notified <b>08/09/2021</b>		Time Notified <b>03:36 PM</b>		Total Units <b>02</b>		Total Injured <b>01</b>	Total Killed <b>00</b>
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related <b>NO</b>		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type <b>DT4000 (STANDARD CRASH)</b>		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

**Description**

Diagram		Reconstruction By	
		Photos By <b>KUNDINGER</b>	
		Additional Information <b>PHOTOS</b>	

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

### Location

ON N 14TH ST/ STH28 WB 11 FT S OF NEW YORK AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude <b>43.751968239</b>	Longitude <b>-87.722945415</b>
	X Coordinate <b>441797.5</b>	Y Coordinate <b>4844579</b>
	Structure Type	

### Crash Scene

First Harmful Event <b>MOTOR VEH IN TRANSPORT</b>	First Harmful Event Location <b>ON ROADWAY</b>	
Manner of Collision <b>03 - FRONT TO REAR</b>	Light Condition <b>DAYLIGHT</b>	
Road Surface Condition(s) <b>WET</b>	Roadway Factor(s)  <b>NOT APPLICABLE</b>	
Environment Factor(s) <b>WEATHER CONDITIONS</b>		
Weather Condition(s) <b>CLOUDY, RAIN</b>		
Animal Type	Relation To Trafficway <b>TRAFFICWAY - ON ROAD</b>	
Crash Classification - Location <b>PUBLIC PROPERTY</b>	Crash Classification - Jurisdiction <b>NO SPECIAL JURISDICTION</b>	
Tribal Land	Access Control <b>NO CONTROL</b>	Special Study
Within Interchange Area <b>NO</b>	Junction Location <b>INTERSECTION-RELATED</b>	Intersection Type <b>FOUR-WAY INTERSECTION</b>

### Unit Summary

<b>UNIT 01</b>	Unit Status <b>IN TRANSIT</b>	Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>AUTOMOBILE</b>		
	Vehicle Type <b>(SPORT) UTILITY VEHICLE</b>			Operating As Endorsements		
	Total Occs <b>1</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>	
	Insurance? <b>YES</b>	Direction Of Travel <b>SOUTHBOUND</b>	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit <b>25</b>	Total Lanes <b>4</b>	
	Most Harmful Event: Collision With <b>MOTOR VEH IN TRANSPORT</b>		Special Function <b>POLICE</b>	Emergency Motor Vehicle Use <b>NON-EMERGENCY, NON-TRANSPORT</b>		
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>NO CONTROL</b>	Traffic Control Inoperative/Missing <b>NO</b>		
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>	Road Grade <b>LEVEL</b>		
	Truck Bus or HazMat <b>NO</b>					

<b>UNIT 01 VEHICLE 01</b>	<b>Vehicle</b>				
	License Plate Number <b>E7300</b>	Plate Type <b>OFF - MUNICIPAL OFFICI</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>	
	Vehicle Identification Number <b>1FM5K8AR6JGB00068</b>	Make <b>FORD</b>	Year <b>2018</b>	Model <b>EXPLORER</b>	
	Color <b>MAR - MAROON (BURGUNDY)</b>	Body Style <b>UT - SPORT UTILITY VEHICLE</b>		Bus Use	
	Initial Contact Point <b>11 - LEFT FRONT CORNER</b>	Vehicle Damage <b>10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT</b>			
Extent Of Damage <b>FUNCTIONAL DAMAGE</b>					



G7L0GL84FC  
C21-13561

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

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

G7L0GL84FC  
C21-13561

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

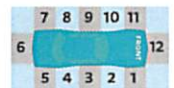
SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

UNIT INDIVIDUAL          01 001	<b>Non Motorist</b>		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other			To/From School	
	<b>Drug &amp; Alcohol</b>		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status <b>IN TRANSIT</b>		Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>AUTOMOBILE</b>	
	Vehicle Type <b>(SPORT) UTILITY VEHICLE</b>				Operating As Endorsements	
	Total Occs <b>1</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>	
	Insurance? <b>YES</b>	Direction Of Travel <b>SOUTHBOUND</b>	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit <b>25</b>	Total Lanes <b>4</b>	
	Most Harmful Event: Collision With <b>MOTOR VEH IN TRANSPORT</b>		Special Function <b>NO SPECIAL FUNCTION</b>		Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>	
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>NO CONTROL</b>		Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>		Road Grade <b>LEVEL</b>	
	Truck Bus or HazMat <b>NO</b>					

UNIT VEHICLE 02 02	<b>Vehicle</b>					
	License Plate Number <b>369WXL</b>		Plate Type <b>AUT - AUTOMOBILE</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>	
	Vehicle Identification Number <b>5GTDN136868157769</b>		Make <b>HUMMER</b>	Year <b>2006</b>	Model <b>H3 SUV</b>	
	Color <b>BLK - BLACK</b>		Body Style <b>LL - CARRYALL</b>		Bus Use	
	Initial Contact Point <b>06 - REAR</b>		Vehicle Damage			
	Extent Of Damage <b>MINOR DAMAGE</b>		<b>06 - REAR</b>			
	Towed Due To Damage <b>NOT TOWED</b>		Vehicle Removed By <b>OPERATOR</b>			



G7L0GL84FC  
C21-13561

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	What Driver Was Doing <b>STOP IN TRAFFIC</b>	Vehicle Factors	
	Driver Prior Action Other	<b>NOT APPLICABLE</b>	
	Driver Actions <b>NO CONTRIBUTING ACTION</b>		
02	Owner Name <b>MINDY MILLER SMITH (920) 889-1369</b>	Owner Address <b>2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US</b>	
<b>Sequence Of Events</b>			
01	Event <b>MOTOR VEH IN TRANSPORT</b>		
02	Event		
03	Event		
04	Event		
UNIT	<b>Policy Holder</b>		
	Insurance Company <b>PROGRESSIVE-CASUALTY-INS-CO</b>	Individual <b>MINDY SMITH</b>	
UNIT INDIVIDUAL	<b>Individual</b>		
	Driver <b>MINDY MILLER SMITH (920) 889-1369</b>	Citations Issued <b>0</b>	Sex <b>FEMALE</b>
		Date of Birth <b>09/30/1977</b>	Race <b>WHITE</b>
	Address <b>2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US</b>	Driver License Number <b>S5305537785002</b> STATE: WISCONSIN COUNTRY: UNITED STATES	
02 002	<b>Safety Equipment</b>	On Duty Crash	Safety Equipment
	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>SHOULDER &amp; LAP BELT</b>
	Helmet Use	Helmet Compliance	
	Eye Protection	Tint Compliance	
	<b>Injury</b>	Injury Severity <b>POSSIBLE INJURY</b>	Airbag <b>NON DEPLOYED</b>
	Ejected <b>NOT EJECTED</b>	Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>	Trapped/Extricated <b>NOT TRAPPED</b>
	Medical Transport <b>NOT TRANSPORTED</b>	EMS Agency Identifier	EMS Run #
Hospital	Date of Death	Time of Death	
<b>Distracted By</b>	Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>		
Distracted By Action <b>NOT DISTRACTED</b>			
<b>Non Motorist</b>	Striking Unit #	Location	



G7L0GL84FC  
C21-13561

### WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT	INDIVIDUAL		
	Prior Action		
	Action		
	Action Other		To/From School
	<b>Drug &amp; Alcohol</b>	Suspected Alcohol Use <b>NO</b>	Suspected Drug Use <b>NO</b>
	Alcohol Test Given <b>TEST NOT GIVEN</b>	Alcohol Test Type	Alcohol Test Results
	Drug Test Given <b>TEST NOT GIVEN</b>	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition <b>APPEARED NORMAL</b>		
	02	002	

Item 10.



MAR 21 2022

Payment Address	Document Address
24344 Network Place	P.O. Box 94639
Chicago, IL 60673-1243	Cleveland, Ohio 44101-9908
	Phone: (877)818-0139
	Fax: (888) 781-6947

3/14/2022 4:34 PM  
 Certified Mail 9489 0090 0027 6274 0749 96 Return Receipt Requested

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

Your Client: MCCABE, DEKKER  
 Your Claim Number: NA  
 Our Insured: SMITH, MINDY  
 Our Claim Number: 21-4210327  
 Amount Subject to Reimbursement: \$2,556.67 (PD: \$1,726.01 MP: \$830.66)  
 Amount of Insured's Deductible: WAIVED

\*\*\*THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 3/1/22\*\*\*

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

Location of Loss: 14TH ST IN SHEBOYGAN  
 Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATED BY MCCABE, DEKKER STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT 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.

*Christine Jones*  
 \_\_\_\_\_  
 Progressive Subrogation  
 Artisan and Truckers Casualty Company  
 Tel. 877-818-0139  
 Fax. 888-781-6947  
 GovernmentStatus@email.progressive.com



Item 10.

## Medical Payments Details

**Named Insured:** Mindy Smith  
**Injured Party:** Mindy Smith  
**Claim Number:** 21-4210327  
**Date Of Loss:** 08-09-21  
**Total Billed:** \$818.00  
**Total Paid:** \$830.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
<b>WI RADIOLOGY SPECIALIYSTS</b>									
	MEDPAY	08-18-21 / 08-18-21	\$80.00	\$68.00		02-24-22		94440276	03-10-22
<b>INSURED REIMBURSEMENT</b>									
	MEDPAY	08-18-21 / 08-18-21	\$0.00	\$80.00		02-23-22		93915661	02-24-22
<b>COLUMBIA ST MARYS HOSPITAL OZAUKEE INC</b>									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
<b>COLUMBIA ST MARYS HOSPITAL OZAUKEE INC</b>									
	MEDPAY	08-18-21 / 08-18-21	\$563.00	\$520.78		08-25-21		87383796	09-07-21

**CITY OF SHEBOYGAN  
R. C. 257-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 210-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

IV

R. C. No. 210 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



**VI**

R. C. No. 270 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

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

*F+P  
2022-2023 Council*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. 326 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP  
21-22

*Mykyanna Rowland*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3. Item 11.

R. O. No. 123 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020.

---

CITY CLERK

F+P

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

**TO: SHEBOYGAN COUNTY**  
c/o Jon Dolson, County Clerk  
508 New York Avenue  
Sheboygan, WI 53081

**AGING AND DISABILITY RESOURCE CENTER OF SHEBOYGAN COUNTY**  
c/o Michelle Acevedo, ADRC Manager  
650 Forest Avenue  
Sheboygan Falls, WI 53085

**CITY OF SHEBOYGAN**  
c/o Meredith DeBruin, City Clerk  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Process Server  
Date: 1/12/21 Time: 2:00 am  
 Personal  Substitute  
 Posted  Corporate

**MARK A. FEUSTEL**  
1416 Illinois Avenue, Apt. A  
Sheboygan, WI 53085

PLEASE TAKE NOTICE that Austin Stiebs who resides at 2245 N. 29<sup>th</sup> Street, Sheboygan, Wisconsin 53081, by his attorneys, HABUSH HABUSH & ROTTIER S.C.<sup>®</sup>, pursuant to Wis. Stat. § 893.80(1d)(a), does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained Austin Stiebs on December 18, 2020, as a result of a passenger van/passenger bus/automobile driven by Mark A. Feustel at the intersection of North 25<sup>th</sup> Street and Geele Avenue, in the city of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the County of Sheboygan and Aging and Disability Resource Center of Sheboygan County and the City of Sheboygan through their employee, agent and representative, including Mark A. Feustel.



**CITY OF SHEBOYGAN  
R. C. 258-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 220-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



VI

R. C. No. 220 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FHP 23-24

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. 275 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

Your Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

*F+P  
2022-2023 Council*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

40

Item 12.

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.

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CITY CLERK

F+P

FILED  
08-04-2021

Item 12.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Real Estate Business Trust vs. City of  
SheboyganElectronic Filing  
NoticeCase No. 2021CV000309  
Class Code: Money JudgmentSheboygan County  
Clerk of Circuit Court  
2021CV000309  
Honorable Angela W.  
Sutkiewicz  
Branch 3CITY OF SHEBOYGAN  
828 CENTER AVENUE, SUITE 100  
SHEBOYGAN WI 53081Process Server  
Date: 8/4/21 Time: 1:25 am  
 Personal  Substitute  
 Posted  Corporate

Case number 2021CV000309 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

**Pro Se opt-in code: 580d43**

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

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

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

Sheboygan County Circuit Court  
Date: August 5, 2021

**FILED**  
**08-04-2021**  
**Sheboygan County**  
**Clerk of Circuit Court**  
**2021CV000309**  
**Honorable Angela W.**  
**Sutkiewicz**  
**Branch 3**

Item 12.

STATE OF WISCONSIN    CIRCUIT COURT    SHEBOYGAN COUNTY

---

WAL-MART REAL ESTATE BUSINESS TRUST,  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72716,

Plaintiff,

v.

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

Defendant.

---

Case No.: 21-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)

---

### SUMMONS

---

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> 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 4<sup>th</sup> day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: 

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

FILED  
08-04-2021

Item 12.

Sheboygan County  
Clerk of Circuit Court  
2021CV000309  
Honorable Angela W.  
Sutkiewicz  
Branch 3STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY  
-----WAL-MART REAL ESTATE BUSINESS TRUST,  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 21-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)CITY OF SHEBOYGAN,  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081,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 8<sup>th</sup> Street, Bentonville, Arkansas 72716.

Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

#### **Background Facts**

5. The 2021 value of the Property was set by the City Assessor's office at \$17,685,500.

6. Walmart timely filed an objection to the 2021 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

#### **First Claim for Relief - Excessive Tax Assessment**

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2021 was no higher than \$6,250,000.

10. The 2021 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2021 was excessive.

11. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Second Claim for Relief – Non-Uniform Tax Assessment**

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2021 was no higher than \$6,250,000.

14. Upon information and belief, the 2021 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Third Claim for Relief – Declaratory Judgment**

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2021 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2021 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2021 value of the Property from \$17,685,500 to \$6,250,000, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2021 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 4<sup>th</sup> day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: 

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff



POST OFFICE ADDRESS:  
330 East Kilbourn Avenue, Suite 1170  
Milwaukee, Wisconsin 53202  
Telephone: 414-271-1440

### Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1<sup>st</sup> 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	County Sheboygan
Requestor's name Wal-Mart Stores, Inc.	Agent name (if applicable)* Christopher L. Strohbahn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., #1170, Milwaukee, WI 53202
Requestor's telephone number ( 479 ) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number ( 414 ) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplena@walmart.com	Agent's email address cstrohbahn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 17,685,500	
Property owner's opinion of value \$ 6,250,000	
Basis for request 2020 matter is currently pending in Circuit Court.	
Date Notice of Intent to Appear at BOR was given 06 - 03 - 2021	Date Objection Form was completed and submitted 06 - 03 - 2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

*Christopher L. Strohbahn*

Requestor's / Agent's Signature

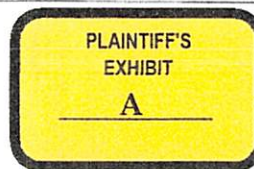
\* If agent, attach signed Agent Authorization Form, PA-105

**Decision**

Approved       Denied

Reason \_\_\_\_\_

*[Signature]*  
Board of Review Chairperson's Signature



*6/8/2021*  
Date

Taxpayer advised

*6-10-2021*  
Date

Sent via mail

**CITY OF SHEBOYGAN  
R. C. 259-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 221-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

IV

R. C. No. 221 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 23-24

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. 277 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.  
April 18, 2022.

Your Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

*F+P  
2022-2023 Council*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



VI

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  
21-22

*By Lynne Rowan*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 109 - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

---

CITY CLERK

F4P  
12-14-20  
Add



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 8<sup>th</sup> Street  
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 20-CV-  
Case Code: 30301  
(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 6<sup>th</sup> 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 1<sup>st</sup> day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

---

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440



FILED  
12-01-2020  
Sheboygan County  
Clerk of Circuit Court  
2020CV000426  
Honorable L Edward  
Stengel  
Branch 1

STATE OF WISCONSIN    CIRCUIT COURT    SHEBOYGAN COUNTY

---

WAL-MART REAL ESTATE BUSINESS TRUST,  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 20-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)

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

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 8<sup>th</sup> Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

#### **Background Facts**

5. The 2020 value of the Property was set by the City Assessor's office at \$17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

#### **First Claim for Relief - Excessive Tax Assessment**

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than \$6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Second Claim for Relief – Non-Uniform Tax Assessment**

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2020 was no higher than \$6,250,000.

14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Third Claim for Relief – Declaratory Judgment**

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from \$17,423,900 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1<sup>st</sup> day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

**POST OFFICE ADDRESS:**  
330 East Kilbourn Avenue, Suite 1170  
Milwaukee, Wisconsin 53202  
Telephone: 414-271-1440



### Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1<sup>st</sup> 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)."

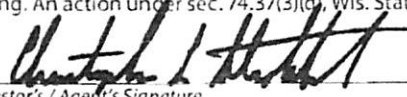
**NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.**

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

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable) * Christopher L. Strohehn / 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., Milwaukee, WI 53202
Requestor's telephone number ( 479 ) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number ( 414 ) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address Brandon.Caplena@walmart.com	Agent's email address cstrohehn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 6,250,000	
Basis for request To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given 06 - 02 - 2020	Date Objection Form was completed and submitted 06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

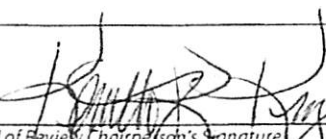
  
Requestor's / Agent's Signature

\* If agent, attach signed Agent Authorization Form, PA-105

**Decision**

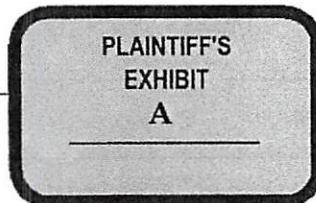
Approved       Denied

Reason \_\_\_\_\_

  
Board of Review Chairperson's Signature

10/14/2020  
Date

Taxpayer advised      10-16-2020  
Date



**CITY OF SHEBOYGAN  
R. C. 265-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. C. No. 215-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 89-22-23 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 2024-2025 council year.

Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

VI

R. C. No. 215 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 89-22-23 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 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 89 - 22 - 23. By CITY CLERK. December 5, 2022.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

FP

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

**STATE OF WISCONSIN****CIRCUIT COURT****SHEBOYGAN**Wal-Mart Real Estate Business Trust vs. City of  
Sheboygan**Electronic Filing  
Notice**Case No. 2022CV000590  
Class Code: Money Judgment

FILED

11-10-2022

Sheboygan Co

Clerk of Circuit Court

2022CV000590

Honorable Kent Hoffmann

Branch 2

Item 14.

CITY OF SHEBOYGAN  
SUITE 100  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

Case number 2022CV000590 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: cde48a**

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: November 10, 2022



FILED  
11-10-2022

Item 14.

Sheboygan County  
Clerk of Circuit Court  
2022CV000590  
Honorable Kent Hoffmann  
Branch 2STATE OF WISCONSIN    CIRCUIT COURT    SHEBOYGAN COUNTY  
-----WAL-MART REAL ESTATE BUSINESS TRUST  
C/O WAL-MART STORES, INC.  
702 SW 8<sup>th</sup> Street,  
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 22-CV-  
Case Code: 30301  
(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 above named 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. The answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorneys, 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 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbahn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@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

Facsimile: 414-271-7680

FILED  
11-10-2022

Item 14.

Sheboygan County  
Clerk of Circuit Court  
2022CV000590  
Honorable Kent Hoffmann  
Branch 2STATE OF WISCONSIN    CIRCUIT COURT    SHEBOYGAN COUNTY  
-----

WAL-MART REAL ESTATE BUSINESS TRUST  
C/O WAL-MART STORES, INC.  
702 SW 8<sup>th</sup> Street,  
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 22-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)

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

Defendant.

-----  
**COMPLAINT**  
-----

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., ("Walmart"), by its attorneys 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 2022 value with respect to the parcel of real property in the City known as parcel #59281-479120 ("the Property"), is no more than \$8,860,000 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 2022, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716. Walmart is the owner of 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 2022 value of the Property was set by the City Assessor's office at \$18,010,500.

6. Walmart timely filed an objection to the 2022 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") 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, 2022 was no higher than \$8,860,000.

10. The 2022 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2022 was excessive.

11. Walmart is entitled to a refund of 2022 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, 2022 was no higher than \$8,860,000.

14. Upon information and belief, the 2022 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 2022 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 2022 value of the Property to this Court for its determination.



18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2022 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 2022 value of the Property from \$18,010,500 to \$8,860,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2022 was no higher than \$8,860,000.

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 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbahn

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### 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 1<sup>st</sup> 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 <b>City of Sheboygan</b>	County <b>Sheboygan</b>
Requestor's name <b>Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc</b>	Agent name (if applicable) <b>Gimbel, Reilly, Guerin &amp; Brown LLP</b>
Requestor's mailing address <b>PO Box 8050, Bentonville, AR 72716</b>	Agent's mailing address <b>330 E. Kilbourn Avenue, Suite 1170 Milwaukee, WI 53202</b>
Requestor's telephone number <b>(479) 204-3830</b>	Agent's telephone number <b>(414) 271-1440</b>
Requestor's e-mail address <b>brandon.caplena@walmart.com</b>	Agent's e-mail address <b>dstrohbehn@grgblaw.com / rkarnese@grgblaw.com</b>
Property address <b>3711 South Taylor Drive, Sheboygan, WI 53081</b>	
Tax parcel description or parcel number <b>59281-473120</b>	
Taxpayer's assessment as established by assessor - Value as determined upon waiving of BOR hearing <b>\$ 18,010,500</b>	
Property owner's opinion of value <b>\$ 8,860,000</b>	
Basis for request <b>To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.</b>	
Date Notice of Intent to Appear at BOR was given <b>09-08-2022</b>	Date Notice of Intent to Appear at BOR was completed and submitted <b>09-12-2022</b>

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

*Brandon Caplena*  
Requestor's / Agent's Signature

\*If agent, attach signed Agent Authorization Form, PA-105

**Decision**  
 Approved       Denied

Reason

*Brandon Caplena*  
Board of Review (BOR) Hearing Date

**9-12-2022**  
Date

Taxpayer advised      **9-13-2022 via certified mail**  
Date

**PLAINTIFF'S EXHIBIT A**