



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

**April 07, 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 24, 2025

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 114-24-25 / February 17, 2025: Submitting a claim from Teresa Kay McAlpine for alleged damage to vehicle that was struck by a Sheboygan Metro Bus; recommends filing the document.
7. Res. No. 190-24-25/April 2, 2025: A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Dr. Belle Rose Ragins v. Mayor Ryan Sorenson and City of Sheboygan, WI, and authorizing payment for said services.
8. Gen. Ord. No. 40-24-25/April 2, 2025: AN ORDINANCE repealing Division 2-V-6 of the Sheboygan Municipal Code eliminating the Capital Improvements Commission.
9. Claims to be referred to the Finance and Personnel Committee of the 2025-2026 Common Council: RC 251-23-24 (RO 9-23-24), RC 254-23-24 (RO 40-23-24), RC 261-23-24 (RO 103-23-24), RC 263-23-24 (RO 127-23-24), RO 121-24-25, RO 30-24-25, RO 107-24-25, RO 122-24-25, RO 124-24-25, RO 54-24-25, RO 65-24-25
10. "LITIGATION" Documents to be referred to the Finance and Personnel Committee of the 2025-2026 Common Council: RC 266-23-24 (RO 78-23-24), RO 16-24-25, RO 120-24-25, RO 42-24-25, RO 85-24-25, RO 89-24-25, RO 97-24-25

**DATE OF NEXT REGULAR MEETING**

11. Next Meeting Date - April 28, 2025

**ADJOURN**

12. Motion to Adjourn - Sine Die

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

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

**CITY OF SHEBOYGAN  
R. O. 114-24-25**

**BY CITY CLERK**

**FEBRUARY 17, 2025.**

Submitting a claim from Teresa Kay McAlpine for alleged damage to vehicle that was struck by a Sheboygan Metro Bus.

DATE RECEIVED 2/6/2025

RECEIVED BY MXC

CLAIM NO. 17-24

Item 6.

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: TERESA KAY MCALPINE

2. Home address of Claimant: N2985 RIVER RIDGE RD, WALDO, WI 53093

3. Home phone number: (262) 894-0259

4. Business address and phone number of Claimant: \_\_\_\_\_

1407 N 8<sup>TH</sup> ST, STE 204, SHEBOYGAN, WI 53081 (920) 208-5696

5. When did damage or injury occur? (date, time of day) FRIDAY, DECEMBER 15, 2023 12:44PM

6. Where did damage or injury occur? (give full description) INTERSECTION OF 20<sup>TH</sup> STREET AT SAEMANN AVENUE, SHEBOYGAN, WI IN FRONT OF BEATIES BEAUTY SALON ON EAST SIDE OF 20<sup>TH</sup> STREET SOUTH OF SAEMANN AVE, 1725 N 20<sup>TH</sup> ST, SHEBOYGAN, WI 53081

7. How did damage or injury occur? (give full description) \_\_\_\_\_

SHORELINE METRO TRANSIT BUS WAS ATTEMPTING TO PARK AT AN ANGLE IN THE INTERSECTION AND TURNED TOO SHARPLY INTO MY VEHICLE WHICH WAS LEGALLY PARKED ON THE ROAD.

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: JODI LEE DETROYE

(b) Claimant's statement of the basis of such liability:  
MS DETROYE STATED THAT THE PARKED VEHICLE WAS NOT SEEN WHEN SHE WAS PARKING THE BUS

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 PERSONAL INJURIES, ONLY DAMAGE TO THE VEHICLE PROPERTY

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

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

Auto:	\$ <u>3185.72</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ <u>742.68</u>

**TOTAL**                      \$ 3928.40

ADDITIONAL EXPENSE FOR 14 DAY RENTAL VEHICLE OF EQUIVALENT SIZE, CAPACITY AND ALL WHEEL DRIVE FUNCTION WHILE MY VEHICLE IS BEING REPAIRED PER ESTIMATE/QUOTE.

Damaged vehicle (if applicable)

Make: TOYOTA    Model: RAV4    Year: 2018    Mileage: 105,083


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

WITNESSES OF SCENE INCLUDE:  
BRUCE FELTEN, MANAGER OF SHORELINE METRO AND CHERYL ESCHER, STYLIST AT BEATIES BEAUTY SALON AS WELL AS THE OFFICERS AND POLICE SUPERVISOR WHO WERE AT THE SCENE AND INCLUDED IN THE CRASH REPORT

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

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

SEE ATTACHED DIAGRAMS AND PHOTOS IN THE POLICE REPORT C2322918 BY OFFICER J. TOTH

SIGNATURE OF CLAIMANT       DATE 02/04/2025  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

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

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

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

CLAIM

Claimant's Name: Teresa McAlpine

Auto \$ 3185.72

Claimant's Address: N2985 RiverRidge Rd  
Waldo WI 53093

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

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 262-894-0259

Other (Specify below) \$ 742.68

**TOTAL** \$ 3928.40

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 \$ 3928.40.

SIGNED Teresa McAlpine

DATE: 02/04/2025

ADDRESS: N2985 RiverRidge Rd Waldo WI 53093

**BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS .**

MAIL TO: CLERK'S OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

Item 6.

## Rental Details

### Dates & Times

Edit

Mon, Feb 24, 2025 @ 12:00 PM

Mon, Mar 10, 2025 @ 12:00 PM

### Pick-up & Return Location

Edit

Sheboygan

3060 S Business Dr

Sheboygan, WI 53081

### Additional Details

Edit

Renter Age: 25+

Corporate Account Number or Promotional Code: -

## Vehicle Details

### Standard Crossover AWD

Ford Explorer AWD or similar

Automatic



### Vehicle

Edit

Time & Distance 2 Week(s) @ \$ 329.61 / week \$ 659.22\*

Unlimited Mileage

Included

### Extras

Add

-

### Taxes and Fees

\$ 83.46\*

### Estimated Total

**\$742.68\***

\*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later. Pay Later charges will be in your destination's local currency.



G7L0FJ55T5  
C23-22198

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0FJ55T5

Document Number Override		Primary Crash Document#		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER J. TOTH</b>	
Crash Date 12/15/2023		Crash Time 12:44 PM		Date Arrived 12/15/2023		Time Arrived 01:03 PM	
Date Notified 12/15/2023		Time Notified 12:44 PM		Total Units 02		Total Injured 00	Total Killed 00
<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 NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By 103	
		Additional Information NONE, PHOTOS	

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

UNIT 1 WAS TRAVELING NORTHBOUND ON N. 20TH ST. COMING TO THE INTERSECTION OF SAEMANN AVE. UNIT 2 WAS LEGALLY PARKED ON THE ROADWAY ON THE 1700 BLOCK OF N. 20TH ST. AS UNIT WAS COMING TO THE INTERSECTION, UNIT 1 WAS GOING TO PARK AT THE CORNER TO PICK UP A PASSENGER AT THE BUS STOP. AS UNIT 1 CAME TO THE CORNER, THE REAR SIDE OF THE BUS CAME IN CONTACT WITH UNIT 2'S FRONT DRIVER'S SIDE CORNER.

G7L0FJ55T5  
C23-22198

### WISCONSIN MOTOR VEHICLE CRASH REPORT

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

#### Location

INTERSECTION ON N 20TH ST AT SAEMANN AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.764293128	Longitude -87.732648945
	X Coordinate 441028.40625	Y Coordinate 4845954.5
	Structure Type NO STRUCTURE	

#### Crash Scene

First Harmful Event <b>PARKED MOTOR VEHICLE</b>	First Harmful Event Location <b>ON ROADWAY</b>	
Manner of Collision <b>01 - ANGLE</b>	Light Condition <b>DAYLIGHT</b>	
Road Surface Condition(s) <b>DRY</b>	Roadway Factor(s)  <b>NONE</b>	
Environment Factor(s) <b>NONE</b>		
Weather Condition(s) <b>CLEAR</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</b>	Intersection Type <b>OTHER</b>

#### Unit Summary

<b>UNIT 01</b>	Unit Status <b>IN TRANSIT</b>	Vehicle Operating As Classification <b>B CLASS</b>	Unit Type <b>BUS</b>		
	Vehicle Type <b>PASSENGER BUS/TRANSIT BUS</b>	Operating As Endorsements			
	Total Occs <b>1</b>	Train/Bus # Recorded <b>1</b>	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>NORTHBOUND</b>	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit <b>25</b>	Total Lanes <b>2</b>
	Most Harmful Event: Collision With <b>PARKED MOTOR VEHICLE</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>STOP SIGN</b>		Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>BLACKTOP (BITUMINOUS)</b>	Road Curvature <b>STRAIGHT</b>		Road Grade <b>LEVEL</b>	
	Truck Bus or HazMat <b>NO</b>				

<b>UNIT 01 VEHICLE</b>	<b>Vehicle</b>			
	License Plate Number <b>C24479</b>	Plate Type <b>MUN - MUNICIPAL</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>
	Vehicle Identification Number <b>1FD4E4FN1RDD22587</b>	Make <b>FRRV</b>	Year <b>2024</b>	Model <b>BUS</b>
	Color <b>WHI - WHITE</b>	Body Style <b>BU - BUS</b>		Bus Use <b>TRANSIT/COMMUTER</b>
	Initial Contact Point <b>04 - RIGHT SIDE REAR</b>	Vehicle Damage <b>04 - RIGHT SIDE REAR</b>		
Extent Of Damage <b>MINOR DAMAGE</b>				



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C23-22198

### 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>NOT TOWED</b>		Vehicle Removed By	
	What Driver Was Doing <b>PARK MANEUVER</b>		Vehicle Factors	
	Driver Prior Action Other		<b>NOT APPLICABLE</b>	
	Driver Actions <b>LOOKED BUT DID NOT SEE</b>			
01	01	Owner Name <b>CITY OF SHEBOYGAN (920) 459-3285</b>		Owner Address <b>828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US</b>
<b>Sequence Of Events</b>				
01	01	Event <b>PARKED MOTOR VEHICLE</b>		
02	02	Event		
03	03	Event		
04	04	Event		
UNIT	<b>Policy Holder</b>			
	Insurance Company <b>TRANSIT-MUTUAL-INS-CORP-OF-WISCONSIN</b>		Government <b>CITY OF SHEBOYGAN</b>	
UNIT INDIVIDUAL	<b>Individual</b>			
	Driver <b>JODI LEE DETROYE (920) 449-8163</b>		Citations Issued <b>0</b>	Sex <b>FEMALE</b>
	Date of Birth <b>12/08/1975</b>		Race <b>WHITE</b>	
	Address <b>239 BISHOP AVE PLYMOUTH, WI 53073 , US</b>		Driver License Number <b>D3604327594808 STATE: WISCONSIN COUNTRY: UNITED STATES</b>	
UNIT 001	<b>Safety Equipment</b>		On Duty Crash	
	Safety Equipment		<b>SHOULDER &amp; LAP BELT</b>	
	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	Helmet Compliance	
	Helmet Use		Tint Compliance	
	Eye Protection		Airbag <b>NON DEPLOYED</b>	
	<b>Injury</b>		Injury Severity <b>NO APPARENT INJURY</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>OTHER ACTION (LOOKING AWAY FROM TASK ETC)</b>				

G7L0FJ55T5  
C23-22198

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 <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>				

Unit Summary

UNIT 02	Unit Status <b>LEGALLY PARKED</b>		Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>AUTOMOBILE</b>
	Vehicle Type <b>PASSENGER CAR</b>			Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? <b>YES</b>	Direction Of Travel <b>NORTHBOUND</b>	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	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>STOP SIGN</b>		Traffic Control Inoperative/Missing <b>NO</b>
	Surface Type <b>BLACKTOP (BITUMINOUS)</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>8BY0ND</b>		Plate Type <b>AUT - AUTOMOBILE</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>
	Vehicle Identification Number <b>2T3DFREV1JW775154</b>		Make <b>TOYOTA</b>	Year <b>2018</b>	Model <b>RAV4</b>
	Color <b>GRY - GRAY</b>		Body Style <b>UT - SPORT UTILITY VEHICLE</b>		Bus Use
	Initial Contact Point <b>11 - LEFT FRONT CORNER</b>		Vehicle Damage		
	Extent Of Damage <b>MINOR DAMAGE</b>		<b>11 - LEFT FRONT CORNER</b>		
	Towed Due To Damage <b>NOT TOWED</b>		Vehicle Removed By		



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C23-22198

### 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>LEGALLY PARKED</b>	Vehicle Factors
		Driver Prior Action Other	<b>NOT APPLICABLE</b>
		Driver Actions <b>NO CONTRIBUTING ACTION</b>	
		Owner Name <b>TERESA KAY MC ALPINE</b> (262) 894-0259	Owner Address <b>N2985 RIVER RIDGE RD</b> <b>WALDO, WI 53093 , US</b>
UNIT	VEHICLE	<b>Sequence Of Events</b>	
		01	Event <b>MOTOR VEH IN TRANSPORT</b>
		02	Event
		03	Event
		04	Event
UNIT	VEHICLE	<b>Policy Holder</b>	
		Insurance Company <b>STATE-FARM-GENERAL-INS-CO</b>	Individual <b>TERESA MC ALPINE</b>

# DEAN'S AUTO BODY, INC.

Workfile ID:  
PartsShare:

2b3c8f2t  
7MHKwG

Item 6.



Deans Has the Means for All Your Collision Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

**Customer: McAlpine, Theresa**

Written By: Joe Black

Insured: McAlpine, Theresa  
Type of Loss:  
Point of Impact: 11 Left Front

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**

McAlpine, Theresa  
N2985 River Ridge Rd  
Waldo, WI 53093  
(262) 894-0259 Cell

**Inspection Location:**

DEAN'S AUTO BODY, INC.  
1407 N 29TH ST  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 457-5494 Business

**Insurance Company:**

## VEHICLE

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

VIN: 2T3DFREV1JW775154	Interior Color:	Mileage In: 105,083	Vehicle Out:
License: 8BYOND	Exterior Color: Decuma Grey	Mileage Out:	
State: WI	Production Date: 3/2018	Condition: Good	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  
Wood Interior Trim

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Heated Steering Wheel  
Climate Control  
Navigation System  
Backup Camera  
Parking Sensors  
Surround View Camera  
Intelligent Cruise  
Home Link

**RADIO**

AM Radio  
FM Radio  
Stereo  
Search/Seek  
Auxiliary Audio Connection  
Premium Radio  
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  
Xenon or L.E.D. Headlamps  
Blind Spot Detection

Lane Departure Warning

**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: McAlpine, Theresa**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2		O/H front bumper				2.6	
3	*	Rpr Bumper cover w/park sensors Canada built				<u>2.5</u>	2.6
		Note: CCC Guide to Estimating G36					
		. Any Component clear coated as a separate procedure is not included. If the bumper cover requires a different clear coat mix because of flex additives, a separate procedure is required. - MOTOR, DEG Inquiry 5321					
4		Add for Clear Coat					1.0
5	*	Rpr LT Molding extrn Canada built, w/body color gray				<u>0.5</u>	0.7
6		Add for Clear Coat					0.1
7	#	Clean & re-tape mldg(s)		1		0.3	
8	*	Rpr Lower panel w/pre crash				<u>0.5</u>	<u>0.3</u>
9	#	Add for Clear Coat		1			0.1
10	#	Refn Feather edge prime and block					0.5
		Note: CCC Guide to Estimating G34					
		PRIME & BLOCK					
		. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
11		<b>FRONT LAMPS</b>					
12		R&I LT R&I headlamp assy				0.2	
13		Repl Aim headlamps		1		0.5	
14		<b>FENDER</b>					
15	*	Rpr LT Fender Canada built				<u>1.0</u>	1.8
16		Add for Clear Coat					0.7
17		R&I LT Fender liner Canada built				0.4	
18		R&I LT Corner molding Canada built				0.1	
19		R&I LT Wheel opng mldg Canada built, w/paint to match gray				0.3	
20	*	Rpr LT Wheel opng mldg Canada built, w/paint to match gray				<u>0.5</u>	1.1
21		Add for Clear Coat					0.2
22	#	Clean & re-tape mldg(s)		1		0.3	
23	#	Refn Feather edge prime and block					0.5
		Note: CCC Guide to Estimating G34					
		PRIME & BLOCK					
		. Prime & block (high build/primer-filler) is a required procedure that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.					
24		<b>VEHICLE DIAGNOSTICS</b>					
25	#	OEM Diagnostic Support		1	128.00		D

**Preliminary Estimate**

Item 6.

**Customer: McAlpine, Theresa**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

26	#	Pre Scan	1		1.0	M	
27	#	Post Scan	1		0.5	M	
		Note: Manufacture Requires Scan					
28	#	Calibrate Front Distance Sensor	1	357.14			
29	#	Transport to and from Calibration	1		0.5		
30	<b>MISCELLANEOUS OPERATIONS</b>						
31	#	Repl OEM Research And Photo Documentation	1		1.0		
32	#	Hazardous waste removal	1	8.00	T		
33	#	Repl Cover Car	1	12.00	T	0.2	
34	#	Refrn Corrosion protection (repair area)					0.2
35	#	Repl Flex additive	1	12.00	T		
36	#	Color tint / color match	1				0.5
37	#	Refrn Spray Out Card					0.5
38	#	**NOTE**	1				
Note: LT park sensor does not working. Open until time of repair.							
<b>SUBTOTALS</b>				<b>517.14</b>		<b>12.9</b>	<b>10.8</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			485.14
Body Labor	11.4 hrs @	\$ 78.00 /hr	889.20
Paint Labor	10.8 hrs @	\$ 78.00 /hr	842.40
Mechanical Labor	1.5 hrs @	\$ 110.00 /hr	165.00
Paint Supplies	10.8 hrs @	\$ 53.00 /hr	572.40
Body Supplies	6.7 hrs @	\$ 5.00 /hr	33.50
Miscellaneous			32.00
<b>Subtotal</b>			<b>3,019.64</b>
Sales Tax	\$ 3,019.64 @	5.5000 %	166.08
<b>Grand Total</b>			<b>3,185.72</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>3,185.72</b>



**Customer: McAlpine, Theresa**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

BODY \$78/HR - REFINISH \$78/HR - MECHANICAL \$110/HR - PAINT & MATERIALS \$53/HR

As vehicle technologies increase, the costs of repairs escalate as well. With this comes a ten-fold increase in administrative duties required to process your claim. When adding even modest inflation it is inevitable at times that the hourly cost of labor must increase. Insurance "allowances" can lag behind these inevitable increases. At those times we will ask that you co-pay any differences. Most often this is not a large amount but allows us to properly train, retain, and compensate our staff for their efforts. Thus, providing you with a professional repair by a professional staff.

\*\*\*\*FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO\*\*\*

<https://www.youtube.com/watch?v=jzfZCtmMRfo>

**\*\*NOTICE TO INSURERS:**

Dean's Auto Body, Inc. does not negotiate labor rates. Parts & Procedures are open to justification while giving consideration to OEM guidelines. PLEASE refer to the above video link for a detailed explanation of that policy.

**BLEND VS. REFINISH ADJACENT PANEL:**

With all repairs the shop will invest time and talent in tinting to negate adjacent panel "blending" However, when required, that procedure will be billed as "adjacent panel refinishing." Not a blend allowance. The basis for this change is exceptionally well validated in the attached blend study report.

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

\*\* All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

**TOTAL LOSS ESTIMATES:**

Charges for a total loss estimate, with pictures and documentation to support estimate, will be charged at a minimum of 4 hours and a cost of \$90 an hour. (Costs could go up depending on what is needed to complete the written evaluation for a total loss.)

\*Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.

\*Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.

\*Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are \$75 per day

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

**Customer: McAlpine, Theresa**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

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 01/09/2024, 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.

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**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:**

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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: McAlpine, Theresa**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

**ALTERNATE PARTS USAGE**

2018 TOYO RAV4 Platinum AWD 4D UTV 4-2.5L Gasoline Sequential MPI Decuma Grey

VIN: 2T3DFREV1JW775154	Interior Color:	Mileage In: 105,083	Vehicle Out:
License: 8BY0ND	Exterior Color: Decuma Grey	Mileage Out:	
State: WI	Production Date: 3/2018	Condition: Good	Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

**DEAN'S AUTO BODY, INC.**  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494, Fax: (920) 457-6495

**Image Report**

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:

**DEAN'S AUTO BODY, INC.**  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494, Fax: (920) 457-6495

**Image Report**

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



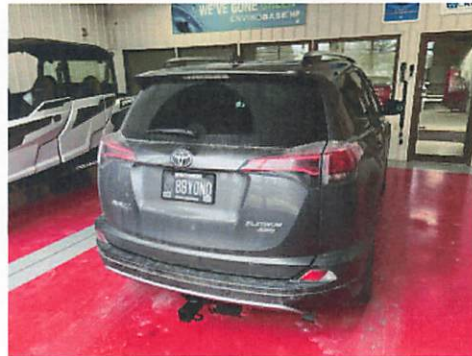
2/5/2024  
Comments:



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2/5/2024  
Comments:

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1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494, Fax: (920) 457-6495

**Image Report**

Owner:	McAlpine, Theresa	Insurance:		Estimator:	Joe Black	Vehicle Out:	
RO Number:		Claim Number:					
Year:	2018	Color:	Decuma Grey	License Plate:	8BY0ND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	105,083
Model:	RAV4 Platinum AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	Good



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



2/5/2024  
Comments:



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## Rav4 Estimates

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c/o Tracy Black <deansautobodyinc@gmail.com>  
To: Teresa McAlpine <tkmcalpine@gmail.com>

Thu, Feb 8, 2024 at 9:42 AM

Hi Teresa,

Unfortunately we cannot guarantee how long the repairs will take however I would plan on about 2 weeks to be safe - once we are finished repairing we will have to take the vehicle in for recalibration of the sensors which could add more than a day depending on the vendor's schedule.

Once the vehicle is disassembled it would be inspected to confirm no additional damages and/or parts are needed. If any parts need to be ordered that could delay the completion time as well.

Let me know if this doesn't make sense.

Thanks!

Leah

[Quoted text hidden]

**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081  
Phone: (920) 459-6855  
FAX: (920) 459-6286

Workfile ID: b44ec923  
PartsShare: 7S8rHT  
Federal ID: 83-0747810

Item 6.

**Preliminary Estimate**

**Customer: MC ALPINE, TERESA**

**Job Number:**

Written By: Scott Stolper

Insured: MC ALPINE, TERESA  
Type of Loss:  
Point of Impact: 11 Left Front

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
MC ALPINE, TERESA  
  
N2985 RIVER RIDGE RD  
WALDO, WI 53093  
(262) 894-0259 Cell

**Inspection Location:**  
SHEBOYGAN CHEVROLET BUICK GMC  
CADILLAC  
  
3400 S BUSINESS DR  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 459-6855 Business

**Insurance Company:**

**VEHICLE**

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

VIN: 2T3DFREV1JW775154 Interior Color: Mileage In: 108,409 Vehicle Out:  
License: 8BYOND Exterior Color: GRAY Mileage Out:  
State: WI Production Date: 3/2018 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  
Wood Interior Trim

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

Backup Camera  
Parking Sensors  
Intelligent Cruise  
Home Link

**RADIO**

AM Radio

Stereo  
Search/Seek  
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  
Xenon or L.E.D. Headlamps

Blind Spot Detection

Lane Departure Warning

**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

Get live updates at [www.carwise.com/e/4KNZwq](http://www.carwise.com/e/4KNZwq)



**Customer: MC ALPINE, TERESA**

**Job Number:**

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

**CONVENIENCE**

FM Radio

Luggage/Roof Rack

**Preliminary Estimate**

Item 6.

**Customer: MC ALPINE, TERESA**

**Job Number:**

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>1</b>		<b>FRONT BUMPER &amp; GRILLE</b>					
2	*	Rpr LT Molding extn Canada built, w/body color silver				<u>0.8</u>	0.7
3		Add for Clear Coat					0.1
4	* <>	Rpr Bumper cover w/park sensors Canada built				<u>3.0</u>	<u>2.0</u>
5		Add for Clear Coat					0.8
6		O/H front bumper				2.6	
7		Repl Add for fog lamps		1		0.3	
8		Repl Add for park sensor		1	m	0.5	
<b>9</b>		<b>FRONT LAMPS</b>					
10		R&I LT R&I headlamp assy				0.2	
<b>11</b>		<b>FENDER</b>					
12	*	Rpr LT Fender Canada built				<u>1.5</u>	<u>1.5</u>
13		Overlap Major Non-Adj. Panel					-0.2
14		Add for Clear Coat					0.3
15		Add for Edging					0.5
16	*	Rpr LT Wheel opng mldg Canada built, w/paint to match white pearl				<u>0.8</u>	<u>0.8</u>
17		Add for Clear Coat					0.2
18		R&I LT Wheel opng mldg Canada built, w/paint to match white pearl				0.3	
<b>19</b>		<b>MISCELLANEOUS OPERATIONS</b>					
20	#	Subl Hazardous waste removal		1	3.00 T		
21	#	Repl Flex additive		1	6.00 T		
22	#	Rpr PreScan				0.5 M	
23	#	Rpr PostScan				0.5 M	
24	#	Repl Cover Car		1	5.00 T		
<b>SUBTOTALS</b>					<b>14.00</b>	<b>11.0</b>	<b>6.7</b>

Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	10.0 hrs	@	\$ 67.00 /hr	670.00
Paint Labor	6.7 hrs	@	\$ 67.00 /hr	448.90
Mechanical Labor	1.0 hrs	@	\$ 140.00 /hr	140.00
Paint Supplies	6.7 hrs	@	\$ 47.00 /hr	314.90
Miscellaneous				14.00
Subtotal				1,587.80
Sales Tax	\$ 1,587.80	@	5.5000 %	87.33
<b>Grand Total</b>				<b>1,675.13</b>

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

**Customer: MC ALPINE, TERESA****Job Number:**

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

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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.

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Customer: MC ALPINE, TERESA

Job Number:

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

ALTERNATE PARTS USAGE

2018 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

VIN: 2T3DFREV1JW775154 Interior Color: Mileage In: 108,409 Vehicle Out:  
 License: 8BYOND Exterior Color: GRAY Mileage Out:  
 State: WI Production Date: 3/2018 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

# SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

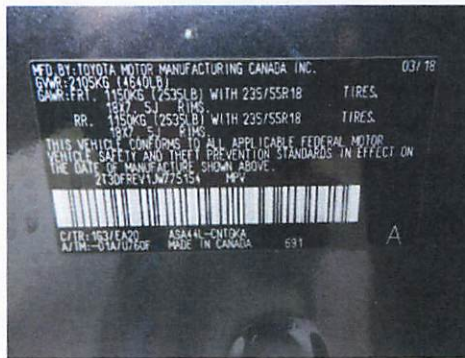
Phone: (920) 459-6855, Fax: (920) 459-6286

## Image Report

Owner:	MC ALPINE, TERESA	Insurance:		Estimator:	Scott Stolper	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2018	Color:	GRAY	License Plate:	8BYOND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	108,409
Model:	RAV4 Limited AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:

# SHEBOYGAN CHEVROLET BUICK GMC CADILLAC

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855, Fax: (920) 459-6286

## Image Report

Owner:	MC ALPINE, TERESA	Insurance:		Estimator:	Scott Stolper	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2018	Color:	GRAY	License Plate:	8BYOND	Production Date:	3/2018
Make:	TOYO	Body Style:	4D UTV	State:	WI	Mileage In:	108,409
Model:	RAV4 Limited AWD	Engine:	4-2.5L Gasoline S...	VIN:	2T3DFREV1JW775154	Condition:	



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:



3/29/2024 E01  
Comments:

**CITY OF SHEBOYGAN  
RESOLUTION 190-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**APRIL 2, 2025.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Dr. Belle Rose Ragins v. Mayor Ryan Sorenson and City of Sheboygan, WI, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Jill Pedigo Hall of von Briesen & Roper, s.c. as outside legal counsel to represent Mayor Ryan Sorenson and the City of Sheboygan in the defense of the lawsuit filed by Dr. Belle Rose Ragins, United States District Court, Eastern District of Wisconsin, Case No. 2:25-cv-00338.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) in payment of same.

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



**CITY OF SHEBOYGAN  
ORDINANCE 40-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**APRIL 2, 2025.**

AN ORDINANCE repealing Division 2-V-6 of the Sheboygan Municipal Code eliminating the Capital Improvements Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:** **REPEAL** “DIVISION 2-V-6 CAPITAL IMPROVEMENTS COMMISSION” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

DIVISION 2-V-6 ~~CAPITAL IMPROVEMENTS COMMISSION~~(Reserved)

**SECTION 2:** **REPEAL** “Sec 2-741 Composition, Appointment, Terms” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-741 ~~Composition, Appointment, Terms~~(Reserved)

- (a) ~~The capital improvements commission shall consist of eight members as follows: the mayor, a plan commission member, a member of the finance committee, two citizen members and ex officio, the city finance director/treasurer, city engineer and city planning director. The plan commission member, the member of the finance committee and the two citizen members shall be appointed by the mayor. The member of the finance committee shall be appointed annually. The citizen members and the plan commission member shall be appointed for terms of three years each. All appointments by the mayor are subject to the confirmation of the common council.~~
- (b) ~~In addition to the eight members as set forth in subsection (a) of this section, the common council annually, at its organizational meeting, shall elect two councilmembers to the capital improvements commission to serve for one year.~~

(Code 1975, § 2-321; Code 1997, § 2-661)

**SECTION 3:**            **REPEAL** “Sec 2-742 Organization” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-742 ~~Organization~~(Reserved)

~~The mayor shall act as chairperson of the capital improvements commission, and the director of planning shall be ex-officio secretary of the board.~~

(Code 1975, § 2-322; Code 1997, § 2-662)

**SECTION 4:**            **REPEAL** “Sec 2-743 Project Program” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-743 ~~Project Program~~(Reserved)

- ~~(a) The capital improvements commission shall make recommendations for formulating a coordinated program to the common council as to the importance, priority, costs and time of completion of all capital expenditure projects.~~
- ~~(b) The commission shall list the various improvements which should be made, setting forth their desirable order of construction based upon total community needs, their individual estimated cost, their total estimated cost, the effect of the individual and total cost upon total expenditures and tax rates and the period of years in which they should be carried.~~
- ~~(c) The program shall include a five-year program at all times and shall be subject to annual review.~~

(Code 1975, § 2-323; Code 1997, § 2-663)

**SECTION 5:**            **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6:**            **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

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

**CITY OF SHEBOYGAN  
R. C. 251-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. O. No. 9-23-24 by City Clerk submitting a Notice of Injury from Jacobs Injury Law, S.C. regarding alleged injuries to their client, Robert Autman; recommends referring document 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

II

R. O. No. 9 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Notice of Injury from Jacobs Injury Law, S.C. regarding alleged injuries to their client, Robert Autman.

---

CITY CLERK

FAP



JACOBS INJURY LAW, S.C.

May 16, 2023

Meredith DeBruin, City Clerk  
Attn. Claims  
Sheboygan City Hall  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Sheboygan Sheriff's Department  
Attn. Cory Roeseler  
525 North 6<sup>th</sup> Street  
Sheboygan, WI 53081

Re: Our Client: Robert Autman  
Date of Injury: May 5, 2023

**NOTICE OF INJURY PURSUANT TO §893.80(1d)(a)**

Dear Sir or Madam:

Pursuant to Wis. Stat. §893.80(1)(d)(a), we hereby give notice that our client, Robert Autman (DOB 11/26/1982), suffered bodily injuries and other damages on May 5, 2023, at approximately 10:30 – 11:15 a.m. Mr. Autman was being transported by a member of the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center. The driver of his transport van intended to drive in reverse; however, the vehicle was in "Drive," and it instead surged forward and struck a yellow barrier/bollard in the parking lot at 8885 South 68<sup>th</sup> Street, in the City of Franklin, Wisconsin.

We further give notice of an attorneys' lien in this matter and ask that all further communications be conducted through this office on behalf of our client.

This letter is not a claim pursuant to §893.80(1d)(b).

If you have any questions regarding this matter, please contact the undersigned at (414) 306-8999.

  
\_\_\_\_\_  
PROCESS SERVER  
5/17/23 11:45AM  
\_\_\_\_\_  
DATE / TIME

Very truly yours,

JACOBS INJURY LAW, SC

A handwritten signature in black ink, appearing to read "Ann S. Jacobs". The signature is fluid and cursive, with the first name "Ann" and last name "Jacobs" clearly distinguishable.

Ann S. Jacobs

Attorney at Law

*Ann@JacobsInjuryLaw.com*

**CITY OF SHEBOYGAN  
R. C. 263-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. O. No. 127-23-24 by City Clerk submitting a claim from Irma Reyes and Jorge Martinez for alleged injuries due to an accident; 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



**CITY OF SHEBOYGAN  
R. O. 40-23-24**

**BY CITY CLERK.**

**SEPTEMBER 18, 2023.**

Submitting a notice of claim from Gregory R. Robinson for alleged injuries from a fall.

DATE RECEIVED 9-5-23

RECEIVED BY MKC

SEP 05 2023  
Item 9.

CLAIM NO. 7-23

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: Gregory R Robinson
2. Home address of Claimant: 418 Michigan Ave
3. Home phone number: 920 452 3466
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 8/19/2023 around 12pm

6. Where did damage or injury occur? (give full description) Corner of Superior & Calumet (stop sign crosswalk on northeast corner) see attached

7. How did damage or injury occur? (give full description) See attached

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: 2" gap (high) between sidewalk and crosswalk

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

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 9.

See attached

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

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

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

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

Personal injury: \$ UNKNOWN

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

**TOTAL** \$ \_\_\_\_\_

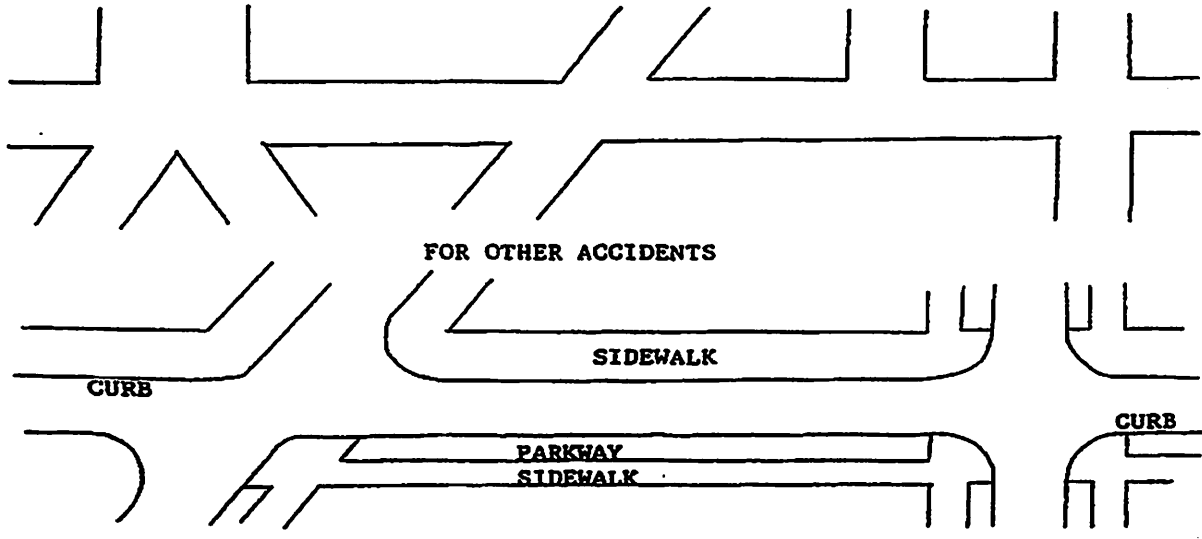
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT GB Robinson

DATE 9/01/2028

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

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

Item 9.

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

**CLAIM**

Claimant's Name: \_\_\_\_\_

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

Claimant's Address: \_\_\_\_\_

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

\_\_\_\_\_

Personal Injury \$ UNKNOWN

Claimant's Phone No. \_\_\_\_\_

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

**TOTAL** \$ \_\_\_\_\_

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

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

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

SIGNED J R Rotun

DATE: 9/01/2023

ADDRESS: 418 Michigan Ave  
Sheboygan WI 53081

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

**DESCRIPTION OF ACCIDENT**

At the north corner with a stop sign at Superior and Calumet (14<sup>th</sup>) on east side of street (gradual slope of sidewalk onto crosswalk) there is a 2" high gap between sidewalk and crosswalk. On Saturday, August 19, 2023 at around 12pm while crossing from sidewalk to crosswalk my toe caught on gap and I took a header onto the crosswalk. I skinned both knees; bruised forehead; bruised chin; twisted left & right shoulders; & sprained right wrist in attempting to mitigate fall.

A gentleman in small black convertible sports car saw the accident, stopped and asked if I was ok. As I was dazed and embarrassed, I responded that I was. He asked again and I told him to go on. After a minute of gathering myself, I proceeded to cross over to the south side of Superior and continued to walk home. I didn't go to the hospital or the doctor as I figured that I would heal within a couple of weeks. Although I am improving each day, my recovery hasn't been as speedy as I thought

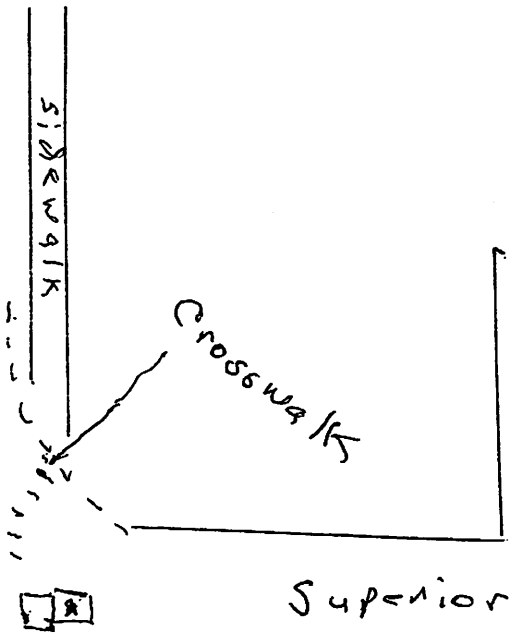
Respectfully submitted to the office of City Clerk, Sheboygan WI 53081



Gregory R Robinson  
418 Michigan Ave  
Sheboygan WI 53081  
920 452 3466  
Grrobinson41046@gmail.com



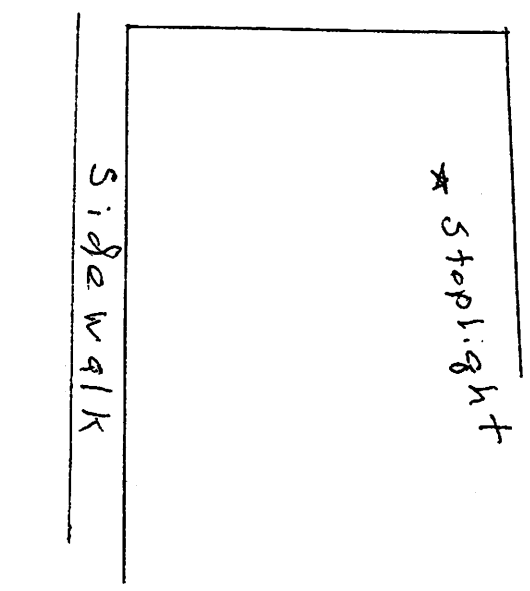
Calumet



Superior

13th

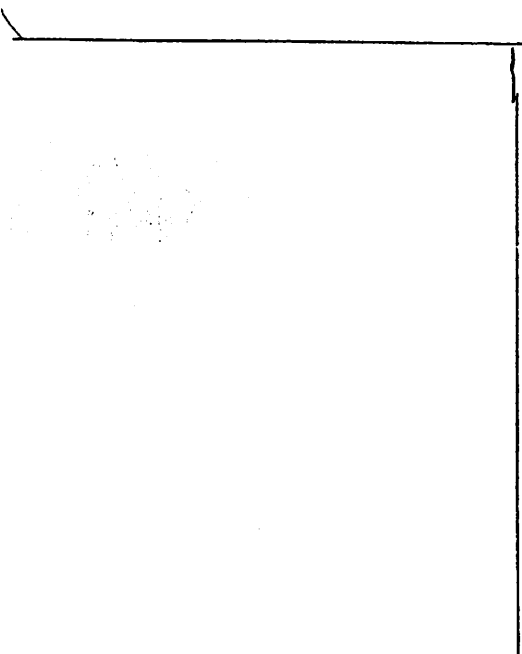
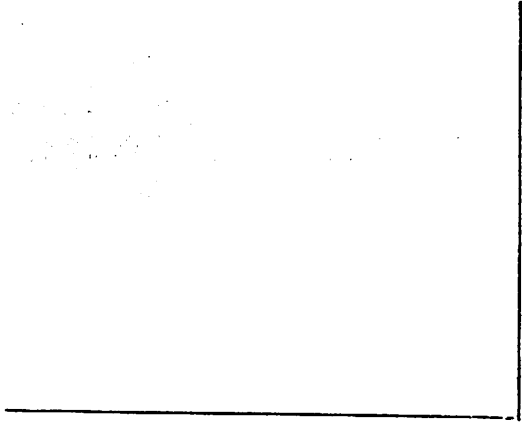
Calumet (14th)



13th

\* Stoplight+

Superior



J B Robinson

at the corner

**CITY OF SHEBOYGAN  
R. C. 254-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. O. No. 40-23-24 by City Clerk submitting a notice of claim from Gregory R. Robinson for alleged injuries from a fall; 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

**CITY OF SHEBOYGAN**

**R. O. 103-23-24**

**BY CITY CLERK.**

**FEBRUARY 5, 2024.**

Submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs.



Claim No. 18-23

**CITY OF SHEBOYGAN  
NOTICE OF INJURY**

Name: Douglas C. Diedrichs  
Address: 1612 S. 12<sup>th</sup> St.  
Sheboygan, WI 53081  
Phone: (920) 207-0418

Incident/Accident Information  
Date: September 21, 2023  
Time: 1:30 p.m.  
Place: S. 12<sup>th</sup> St. & Spruce Ct.  
City of Sheboygan

Douglas C. Diedrichs hereby notifies the City of Sheboygan of his injuries arising out of the circumstances as set forth below.

Mr. Diedrichs was injured on September 21, 2023 when he lost control of his motorcycle due to "spilt diesel fuel" on S. 12<sup>th</sup> St. while attempting to turn into his driveway at 1612 S. 12<sup>th</sup> St. in the City of Sheboygan. According to the Sheboygan Police Department Investigation narrative report, upon arrival at the scene the investigating officer was informed by the fire department that they were waiting to document a diesel spill and had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. The police took photographs of the scene and according to the accident report notified Shoreline Metro. See attached reports.

Mr. Diedrichs suffered injuries to his left side shoulder, chest and arm, and missed approximately 6 weeks of work as a result of the accident and we are in the process of gathering his medical records, bills and wage loss documentation in order to present a claim for damages.

Signed:  Date: 1/16/2024  
Jordan P. Blad  
Attorney for Douglas Diedrichs

Drafted by:  
Alpert & Fellows LLC  
P.O. Box 0994  
Manitowoc, WI 54221-0994  
(920) 682-6361

G7L0GTNC3R  
C23-17121

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

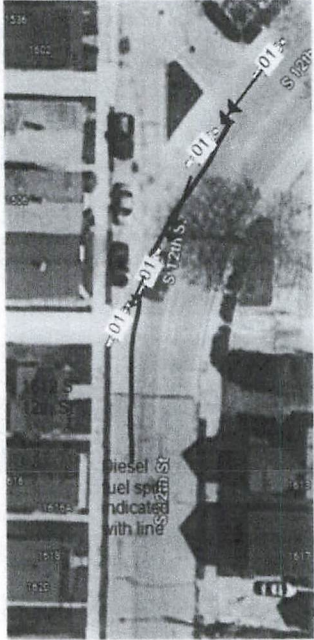
SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD S  
SHEBOYGAN, WI 53081  
(920) 459-3333

Item 9.

G7L0GTNC3R

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>SERGEANT K. POST</b>	
Crash Date 09/21/2023		Crash Time 01:31 PM		Date Arrived 09/21/2023		Time Arrived 02:15 PM	
Date Notified 09/21/2023		Time Notified 02:09 PM		Total Units 01		Total Injured 01	Total Killed 00
<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 NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
 <p>Diagram not to scale #450</p>		Photos By 450	
		Additional Information PHOTOS	

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

UNIT 1, A MOTORCYCLE, WAS SOUTHBOUND ON S 12TH ST PASSING SPRUCE AVE. UNIT 1 RESIDES AT 1612 S 12TH ST AND WAS NEGOTIATING THE CURVE WITH THE INTENTION OF DRIVING INTO THEIR DRIVEWAY. THERE WAS A CONTINUOUS LINE OF SPILT DIESEL FUEL ALONG THE CURVE. UNIT 1 DROVE ONTO THE SPILT DIESEL CAUSING THE WHEELS TO SLIP AND FOR IT TO LAND ON ITS LEFT SIDE AND SKID ON THE GROUND. UNIT 1 SUFFERED MINOR DAMAGE AND OPERATOR HAD ABRASIONS TO THEIR LEFT ELBOW AND LEFT HAND #450

G7L0GTNC3R  
C23-17121

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 9.

Location

ON 1612 S 12TH ST 263 FT S OF SPRUCE CT (HOUSE/BUILDING 1612)	Latitude 43.737018861	Longitude -87.720187536
	X Coordinate 442005.09375	Y Coordinate 4842917
IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Structure Type HOUSE/BUILDING	

Crash Scene

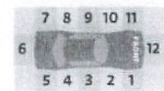
First Harmful Event OTHER NON-COLLISION		First Harmful Event Location ON ROADWAY	
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT		Light Condition DAYLIGHT	
Road Surface Condition(s) OIL, OTHER		Roadway Factor(s)  OTHER DEBRIS	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type MOTORCYCLE	
	Vehicle Type AUTOCYCLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With CARGO/EQUIPMENT LOSS OR SHIFT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature CURVE LEFT		Road Grade LEVEL	
Truck Bus or HazMat NO						

Vehicle

UNIT VEHICLE 01	License Plate Number 839TP		Plate Type CYC - CYCLE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number WB30G3304NRA19203		Make BMW	Year 2022	Model G310	
	Color BLK - BLACK		Body Style EN - ENDURO		Bus Use	
	Initial Contact Point 00 - NON-COLLISION		Vehicle Damage 08 - LEFT SIDE REAR, 09 - LEFT SIDE MIDDLE, 10 - LEFT SIDE FRONT			
	Extent Of Damage MINOR DAMAGE					



G7L0GTNC3R  
C23-17121

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 9.

UNIT VEHICLE	Towed Due To Damage <b>NOT TOWED</b>		Vehicle Removed By <b>OPERATOR</b>	
	What Driver Was Doing <b>NEGOTIATING CURVE</b>		Vehicle Factors	
	Driver Prior Action Other		<b>NOT APPLICABLE</b>	
	Driver Actions <b>NO CONTRIBUTING ACTION</b>			
01	01	Owner Name <b>DOUGLAS CHARLES DIEDERICHS (920) 207-0418</b>		Owner Address <b>1612 S 12TH ST SHEBOYGAN, WI 53081 , US</b>
<b>Sequence Of Events</b>				
01	01	Event <b>CARGO/EQUIPMENT LOSS OR SHIFT</b>		
02	02	Event		
03	03	Event		
04	04	Event		
<b>Policy Holder</b>				
UNIT	Insurance Company <b>ALLSTATE-VEHICLE-AND-PROPERTY-INS-CO</b>		Individual <b>DOUGLAS DIEDERICHS</b>	
<b>Individual</b>				
UNIT INDIVIDUAL	Driver <b>DOUGLAS CHARLES DIEDERICHS (920) 207-0418</b>		Citations Issued <b>0</b>	Sex <b>MALE</b>
	Address <b>1612 S 12TH ST SHEBOYGAN, WI 53081 , US</b>		Date of Birth <b>01/26/1971</b>	Race <b>WHITE</b>
	Driver License Number <b>D3621637102601 STATE: WISCONSIN COUNTRY: UNITED STATES</b>			
<b>Safety Equipment</b>				
On Duty Crash		Protective Gear		
01	001	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>NONE</b>
Helmet Use <b>FULL-FACE</b>		Helmet Compliance <b>APPROVED</b>		
Eye Protection <b>YES: WINDSHIELD</b>		Tint Compliance <b>UNKNOWN</b>		
<b>Injury</b>		Injury Severity <b>SUSPECTED MINOR INJURY</b>	Airbag <b>NON DEPLOYED</b>	
Ejected <b>NOT APPLICABLE</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>Distraacted By</b>		Distraacted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>		
Distraacted By Action <b>NOT DISTRACTED</b>				

G7L0GTNC3R  
C23-17121

# WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Item 9.

<b>UNIT</b> <b>INDIVIDUAL</b>     <b>01</b> <b>001</b>	<b>Non Motorist</b>	Striking Unit #	Location	
	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>			



# SHEBOYGAN POLICE DEPARTMENT

Incident C23-17121

Nature: PI ACCIDENT  
Location: N45

Address: S 12TH ST & SPRUCE CT  
SHEBOYGAN WI 53081

Offense Codes: 9420

Received By: RAKOW , E  
Responding Officers: POST, KEVIN F  
Responsible Officer: POST, KEVIN F

How Received: T

Agency: SPD

Disposition: SIT 09/21/23

When Reported: 13:31:37 09/21/23

Occurred Between: 13:31:37 09/21/23 and 13:33:21 09/21/23

Assigned To:  
Status:

Detail:  
Status Date: \*\*/\*\*/\*\*

Date Assigned: \*\*/\*\*/\*\*  
Due Date: \*\*/\*\*/\*\*

**Complainant:**

Last:	First:	Mid:
DOB: **/**/**	Dr Lic:	Address:
Race:	Sex:	Phone:
		City: ,

**Offense Codes**

Reported:

Observed: 9420 ACCIDENT/PERSONAL  
INJURY

Additional Offense: 9420 ACCIDENT/PERSONAL  
INJURY

**Circumstances**

LT13 HIGHWAY, ROAD OR ALLEY  
BM88 NO BIAS

**Responding Officers:**

POST, KEVIN F

Unit :  
450

Responsible Officer: POST, KEVIN F

Agency: SPD

Received By: RAKOW , E

Last Radio Log: 15:35:38 09/21/23 CMPLT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 13:31:37 09/21/23

Disposition: SIT Date: 09/21/23

Judicial Status:

Occurred between: 13:31:37 09/21/23

Misc Entry:

and: 13:33:21 09/21/23

Modus Operandi:

Description :

Method :

Sheboygan Police  
Department Record

DO NOT DISCLOSE

10/18/23

**Involvements**

Date	Type	Description
------	------	-------------

**Narrative**

#450 SHEBOYGAN CITY POLICE DEPARTMENT  
INVESTIGATION NARRATIVE

Body Camera: Yes  
Digital Photos: Yes

**NARRATIVE:**

On 09/21/2023 at approximately 1409 hours, I, Sergeant Post, was dispatched to the area of S. 12th Street and Spruce Court, in reference to an assist complaint. Dispatch advised that the fire department was on scene cleaning up a diesel spill, which had resulted in a motorcyclist having to put down their motorcycle.

Upon arrival, I made contact with fire department personnel. They advised that they had been waiting to clean up the diesel spill until I was there to document the scene. They further advised that they had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. I took photographs of the scene to document the long, continuous diesel spill that was on the curved portion of the roadway.

I then made contact with the operator of the motorcycle, Douglas C. Diederichs, [REDACTED]. Douglas advised that he was on his way home and was negotiating the curve, and intending to pull into his driveway, which is located on the curve, at which point his motorcycle hit the oil slick, causing the rear tires to fall off from underneath, and causing the motorcycle to be laid down on it's left side. Douglas directed me to his motorcycle, a BMW G310, with Wisconsin registration [REDACTED]. I was able to observe that there was scuffing to metal guards on the left side of the motorcycle near the front tire, as well as a broken left tail light. Photos of the damage and the motorcycle are also attached to this complaint. I also observed that Douglas had abrasions to his left side. Douglas directed me to a larger abrasion on his left elbow and upper arm, as well as to a small abrasion on his left outer hand. Photographs of these injuries were also documented. Douglas denied EMS, but said that he planned on going to get medical attention after our contact. It should also be noted that I observed that Douglas had a helmet that he wore during his operation of the motorcycle.

I again had contact with the Battalion Chief that was on scene from the Sheboygan Fire Department. He advised that he had observed trails of diesel from the bus starting in the area of Camelot Blvd all the way on the south side of the city. He advised that he had already stopped at Shoreline Metro, and that they had been somebody to follow the path to resolve any issues.

I then went to Shoreline Metro on Commerce Avenue, and spoke with Safety and Training Coordinator Bud Schultz, and Lead Mechanic Scott Navis. They advised that they were already aware of the incident, and were in the process of sending crews out to begin rectifying the issue in any other places that diesel may have

10/18/23

Incident C23-17121

Page 3 of 3

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been spilt. I provided them with a case number for this complaint for their records.

This case is considered closed, and at this point, no further follow up is expected. Nothing further.

End of report. SERGEANT POST/jlk

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10/18/23



**CITY OF SHEBOYGAN  
R. C. 261-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. O. No. 103-23-24 by City Clerk submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs; 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

**CITY OF SHEBOYGAN  
R. O. 127-23-24**

**BY CITY CLERK.**

**MARCH 18, 2024.**

Submitting a claim from Irma Reyes and Jorge Martinez for alleged injuries due to an accident.

DATE RECEIVED 3/14/24

RECEIVED BY MKC

CLAIM NO. 23-23

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: Irma Reyes and Jorge Martinez
- 2. Home address of Claimant: 1032 Weeden Creek Rd, Sheboygan, WI 53081
- 3. Home phone number: 920 377 1329
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 02-11-2024

6. Where did damage or injury occur? (give full description) City of Sheboygan ambulance, Incident number 1165446

7. How did damage or injury occur? (give full description) The ambulance got into the accident while carrying Jorge Martinez DOB: 9/5/20 to Aurora Health Care emergency room. Mother Irma Reyes was in the ambulance next to her son.

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: Driver of Incident 1165446
- (b) Claimant's statement of the basis of such liability: Negligence driving ambulance for 1165446 Incident.

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

- (a) Public property alleged to be dangerous: \_\_\_\_\_
- (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

head, cut eye brow, cut under the eye, bruises / contusion on the right arm and right body side

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

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

Auto:	\$ _____
Property:	\$ _____
Personal injury:	\$ <u>TBD</u>
Other: (Specify below)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

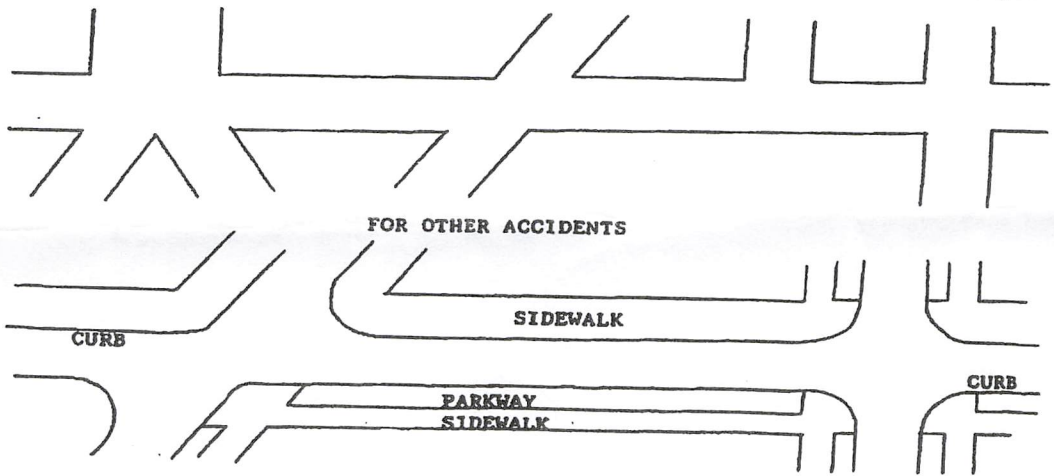
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT Ivmea Reyes DATE 3-1-24

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

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

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

CLAIM

Claimant's Name: \_\_\_\_\_

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

Claimant's Address: \_\_\_\_\_

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

\_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

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

TOTAL \$ \_\_\_\_\_

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

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

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

SIGNED

*Julius Holmquist*

DATE:

*2/16/2024*

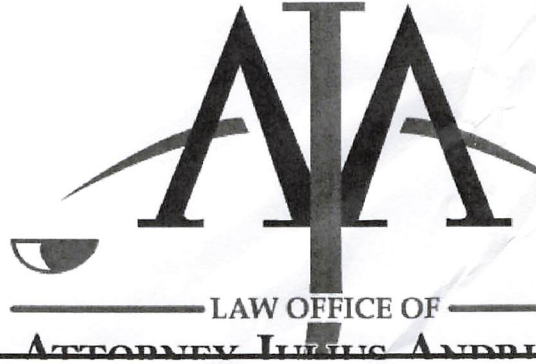
ADDRESS:

*Andrius Law Firm, LLC 985 W. Oklahoma Ave,  
Milwaukee WI 53215*

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

MAR 13 2024

Item 9.



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985 W. Oklahoma Ave., Milwaukee, Wisconsin 53215

Phone: 414-831-7929

Fax: 414-645-5512

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March 8<sup>th</sup>, 2024

**Via mail**

City of Sheboygan Notice of Injury  
City Clerk's Office  
828 Center Avenue  
Sheboygan, WI 53081

Re: Notice of Injury Irma Reyes and Jorge Martinez

Dear Clerk:

Please be advised that Ms. Irma Reyes and Mr. Jorge Martinez have retained our office to represent them regarding 1165446 incident that occurred on February 11<sup>th</sup>, 2024, between 3:20am and 3:43am, while riding a City of Sheboygan ambulance to Advocate Aurora emergency room. The ambulance driver pushed abruptly brakes causing Ms. Irma Reyes to hit the ambulance wall and to injure her head, right arm and right body side, also cuts in the right eyebrow and a under the right eye.

With this notice we also are requesting you to preserve all evidence including but are not limited to ambulance camera videos.

Very truly yours,

Julius Andrius  
State Bar No. 1053784  
414 831 7929, [Andriusis@andriusislaw.com](mailto:Andriusis@andriusislaw.com)

enclosures: Copy of City of Sheboygan Notice of Damage or Injury

**CITY OF SHEBOYGAN**

**R. O. 121-24-25**

**BY CITY CLERK.**

**MARCH 3, 2025.**

Submitting a claim from State Farm for alleged damages to a vehicle owned by one of their insured drivers.



# CITY OF SHEBOYGAN

## NOTICE OF DAMAGE OR INJURY

**Instructions:**

- Complete all applicable information on this form.
- Notice of death and/or injury to persons or to property must be filed not later than 120 days after the occurrence.
- Attach and sign additional supportive sheets, if necessary.
  - o Note: Two estimates must be attached if you are claiming damage to a vehicle.
- This notice form must be signed and filed with the Office of the City Clerk at 828 Center Ave., Sheboygan, WI or submitted via email to Meredith.DeBruin@sheboyganwi.gov.

**Claimant Information**

Name of Claimant: State Farm

Home Address of Claimant: PO Box 52250 Phoenix AZ 85072

Home Phone Number of Claimant: 855-341-8184

Name and Address of Other Person(s) Injured (if applicable): \_\_\_\_\_

**Occurrence Information**

Date and Time of Day Damage or Injury Occurred: 12/11/2024 08:30 AM

Full Description of Where Damage or Injury Occurred: Gorham St and Bassett, Madison, WI

Full Description of How Damage or Injury Occurred: Nancy was travelling in the far left lane on a three lane road. Ryan was in the center lane. Ryan turned left/merged into the lane Nancy occupied. Ryan's vehicle collided with Nancy's vehicle.



**Liability Information**

If the basis of liability is alleged to be an act or omission of a City Officer or Employee, complete the following:

- Name of Officer or Employee (if known): Ryan Sorenson
- Claimant's Statement of the basis of such liability: Ryan merged into Nancy's lane hitting Nancy's vehicle

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

- Public Property alleged to be dangerous: \_\_\_\_\_
- Claimant's Statement of the basis of such liability: \_\_\_\_\_

Give a description of the injury, property damage, and/or loss so far as is known at this time:  
2024 Mercedes Benz GLE 350 - PS Door(s), PS Quarter Panel, Wheel/Rim

**Monetary Estimate Information**

Fill out the following applicable information You are not bound by the amounts provided:

- Auto:                 \$ 21,315.30
- Property:            \$ \_\_\_\_\_
- Personal Injury: \$ \_\_\_\_\_
- Other:                \$ \_\_\_\_\_
  - o If other, please specify:  
\_\_\_\_\_

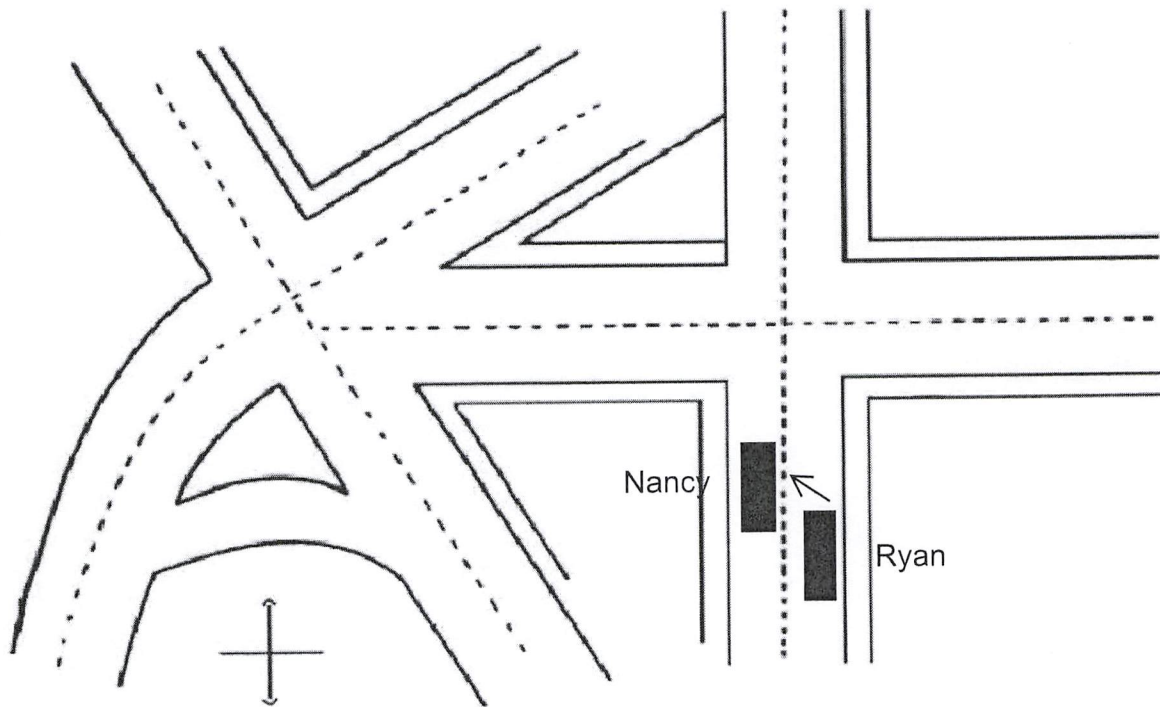
Two estimates must be attached if you are claiming damage to a vehicle. Complete the following section (if applicable):

- Vehicle Make: Mercedes Benz
- Vehicle Model: GLE 350
- Year of Vehicle: 2024
- Mileage of Vehicle: 19343
- Name and addresses of witnesses, doctors, and/or hospitals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Accident Information**

For all accident notices, complete the following diagram in detail. Be sure to include names of all streets, house numbers, location of individuals/witnesses, and location of vehicles. Indicate which are City-owned vehicles (if applicable) and which is the claimant's vehicle.

Note: If the diagram below does not fit the situation, attach a proper diagram to this notice and add your signature for verification.



**Additional Information**

Please include copies of all bills, invoices, and/or estimates. Attach and sign additional supportive sheets, if necessary.

- Reminder: Two estimates must be attached if you are claiming damage to a vehicle.

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury form. The claim is for relief in the form of money damages in the total amount of \$ 21315.30

**Certify and Sign**

By submitting this claim form, I certify that all information provided is accurate, complete, and truthful to the best of my knowledge. I understand that submitting false or misleading information, including but not limited to false claims of loss or injury, is a criminal offense (Wisconsin Statutes 943.395) and may result in legal action, including penalties, fines, and/or imprisonment. I acknowledge that I may be required to repay any benefits obtained through fraudulent claims and that my actions may result in the denial of this claim and future claims.

Claimant Signature: Megan Sample Digitally signed by Megan Sample  
 Date: 2025.02.27 13:45:35 -06'00' Date: \_\_\_\_\_

Claimant Address: PO Box 52250 Phoenix AZ 85072

**To Be Completed by the City of Sheboygan**

Date Received: 2/27/2025

Received By: Melissa Cwenger

Claim Number: 19-24

State Farm claim # 49-7726-39

**CITY OF SHEBOYGAN  
R. O. 30-24-25**

**BY CITY CLERK.**

**JULY 15, 2024.**

Submitting a Notice of Injury submitted by Attorney Jordan P. Blad for Phillip Link for alleged injuries that occurred on the Taylor Drive Multi-use Pathway.

Claim No. 5-24

**CITY OF SHEBOYGAN  
NOTICE OF INJURY**

Name: Phillip Link  
Address: 1008 Union Ave.  
          Sheboygan, WI 53081  
Phone: (920) 313-8040

Incident/Accident Information  
Date: March 13, 2024  
Time: 7:00 a.m.  
Place: City of Sheboygan

Mr. Link was injured on March 13, 2024 when he was riding his bike to work at the Nemark plant on Taylor Drive in Sheboygan. Mr. Link was riding his bike south on the Taylor Drive Multi-use Pathway running parallel to S. Taylor Drive when his right handlebar struck a metal pole sticking out of the ground next to the sidewalk. The ambulance report describes the pole as a "snow plow indicator." See attached photos. There was no lighting, flag, or reflective material attached to the pole to make it visible to Mr. Link under the early morning lighting conditions at the time. When he hit the ground his handlebar punctured his right upper thigh/groin area causing a large hematoma which caused Mr. Link to be hospitalized for 3 days and to miss approximately 30 days of work at Nemark.

Signed:  Date: 7/8/2024  
By Attorney Jordan P. Blad  
For Phillip Link

Drafted by:  
Alpert & Fellows LLC  
P.O. Box 0994  
Manitowoc, WI 54221-0994  
(920) 682-6361

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: Phillip Link
- 2. Home address of Claimant: 1008 Union Ave, Sheboygan WI 53081
- 3. Home phone number: (920) 217-8040
- 4. Business address and phone number of Claimant: \_\_\_\_\_
- 5. When did damage or injury occur? (date, time of day) March 13, 2024 @ 7:00am
- 6. Where did damage or injury occur? (give full description) see attached
- 7. How did damage or injury occur? (give full description) see attached
- 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: see attached
  - (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: see attached
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

*all attached*

Item 9.

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

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

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

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

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

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

**TOTAL** \$ \_\_\_\_\_

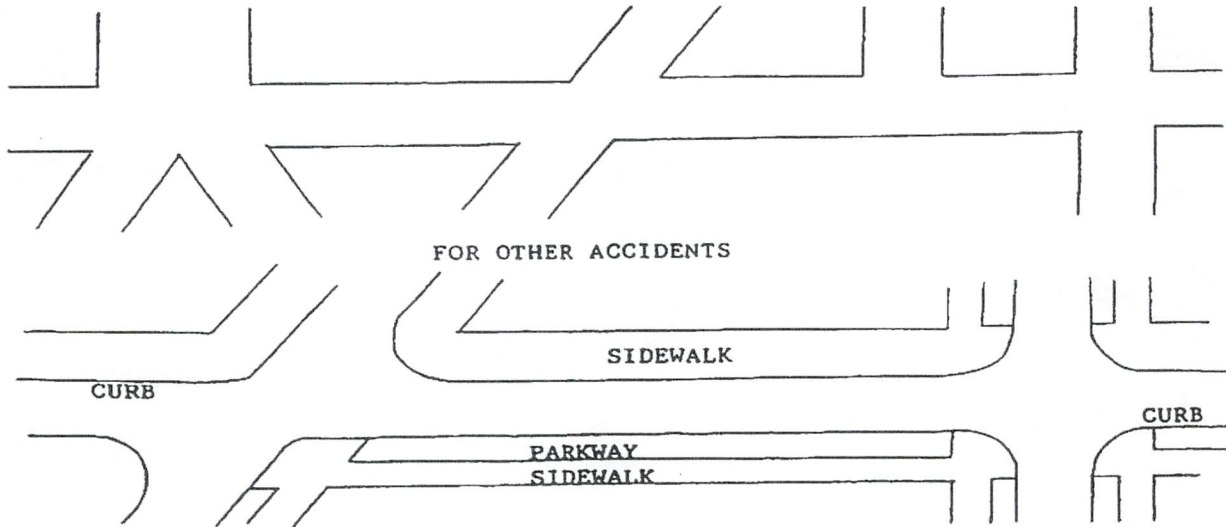
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT

*Jordan Bkl*

DATE

*7/8/24*

*by Attorney Jordan P. Bkl  
for Phillip Link*



# Taylor Drive Multi-use Pathway

Item 9.

Untitled layer



Taylor Drive Multi-use Pathway

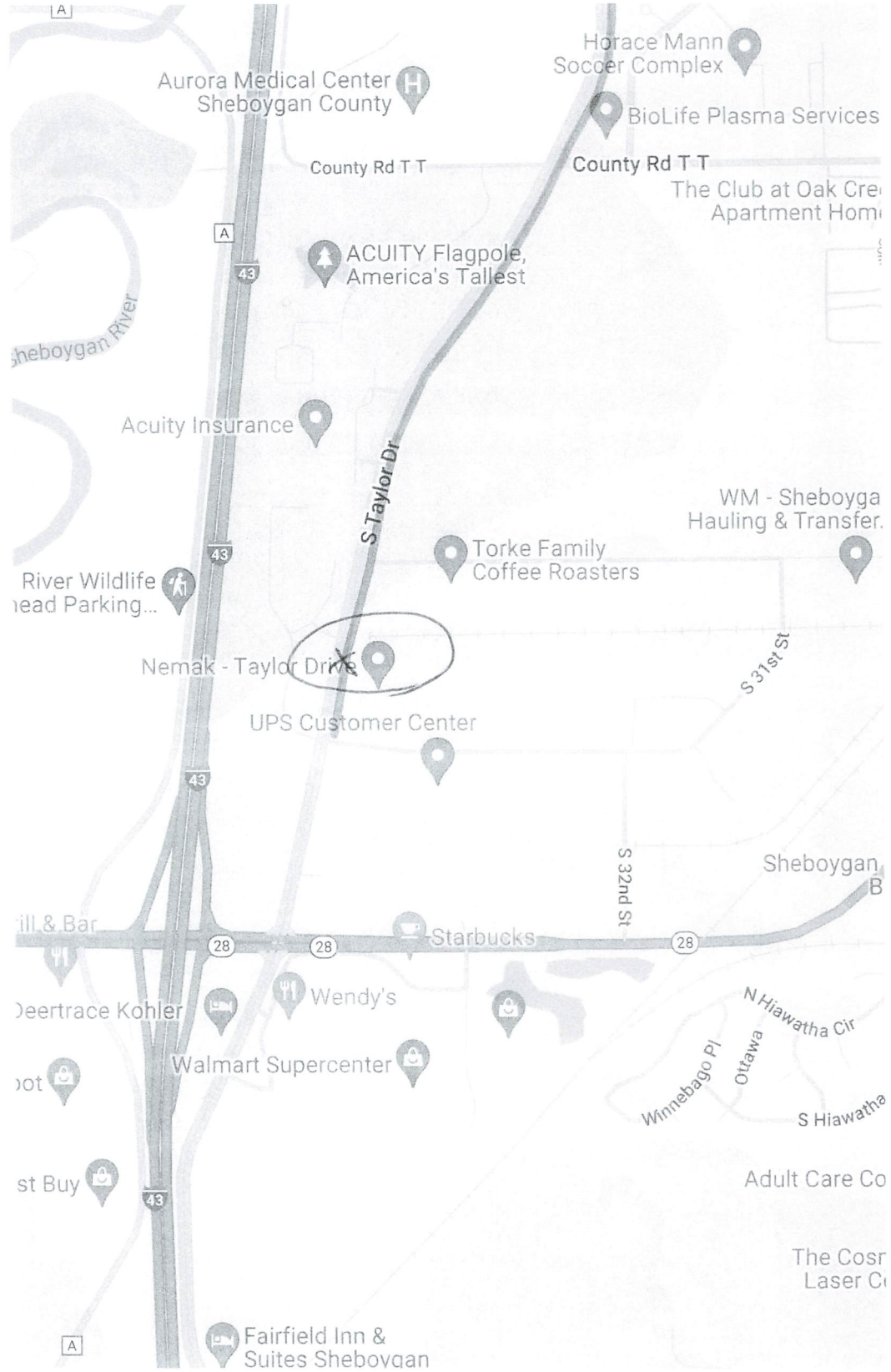
Route



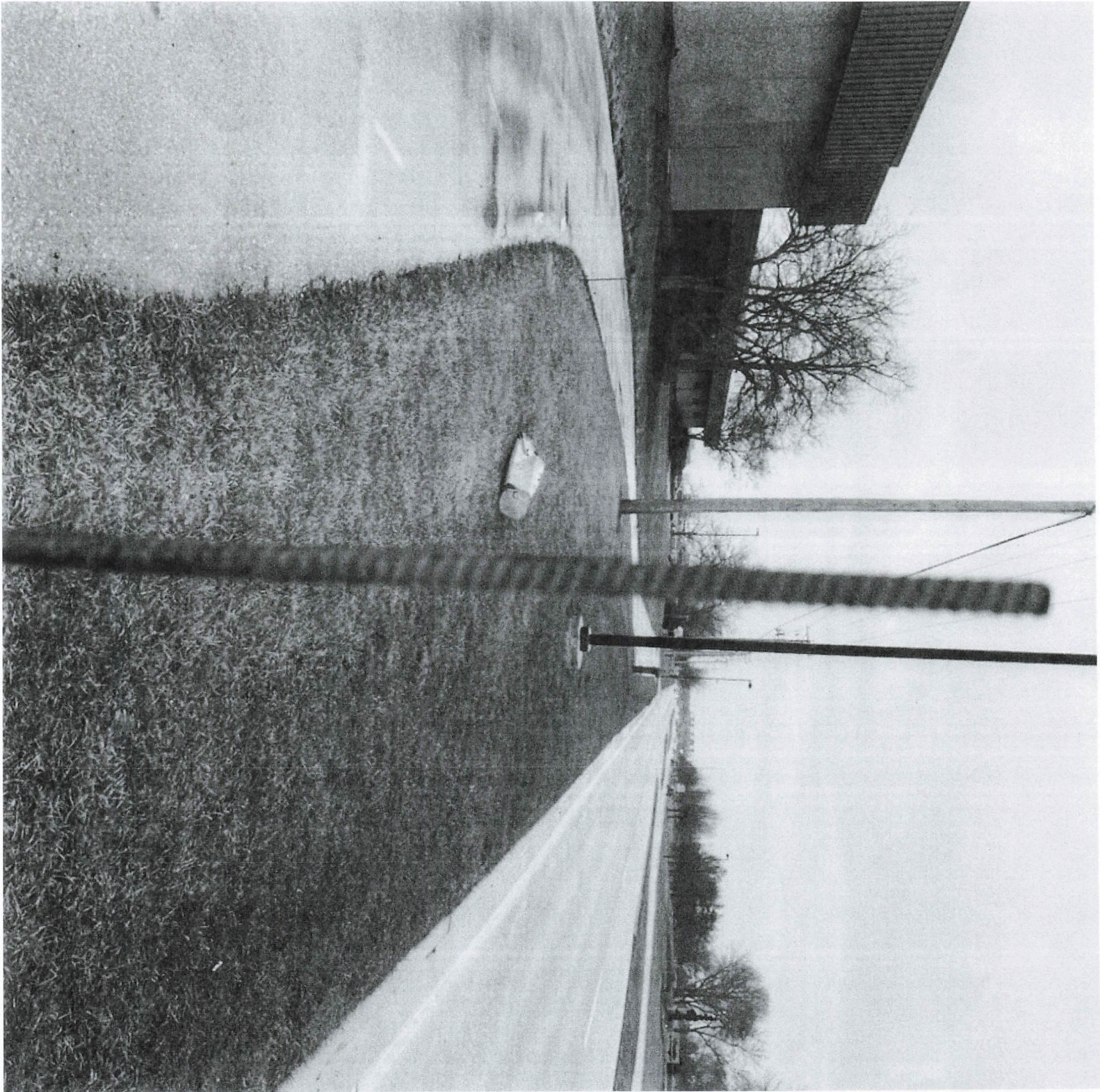
Trail Spur



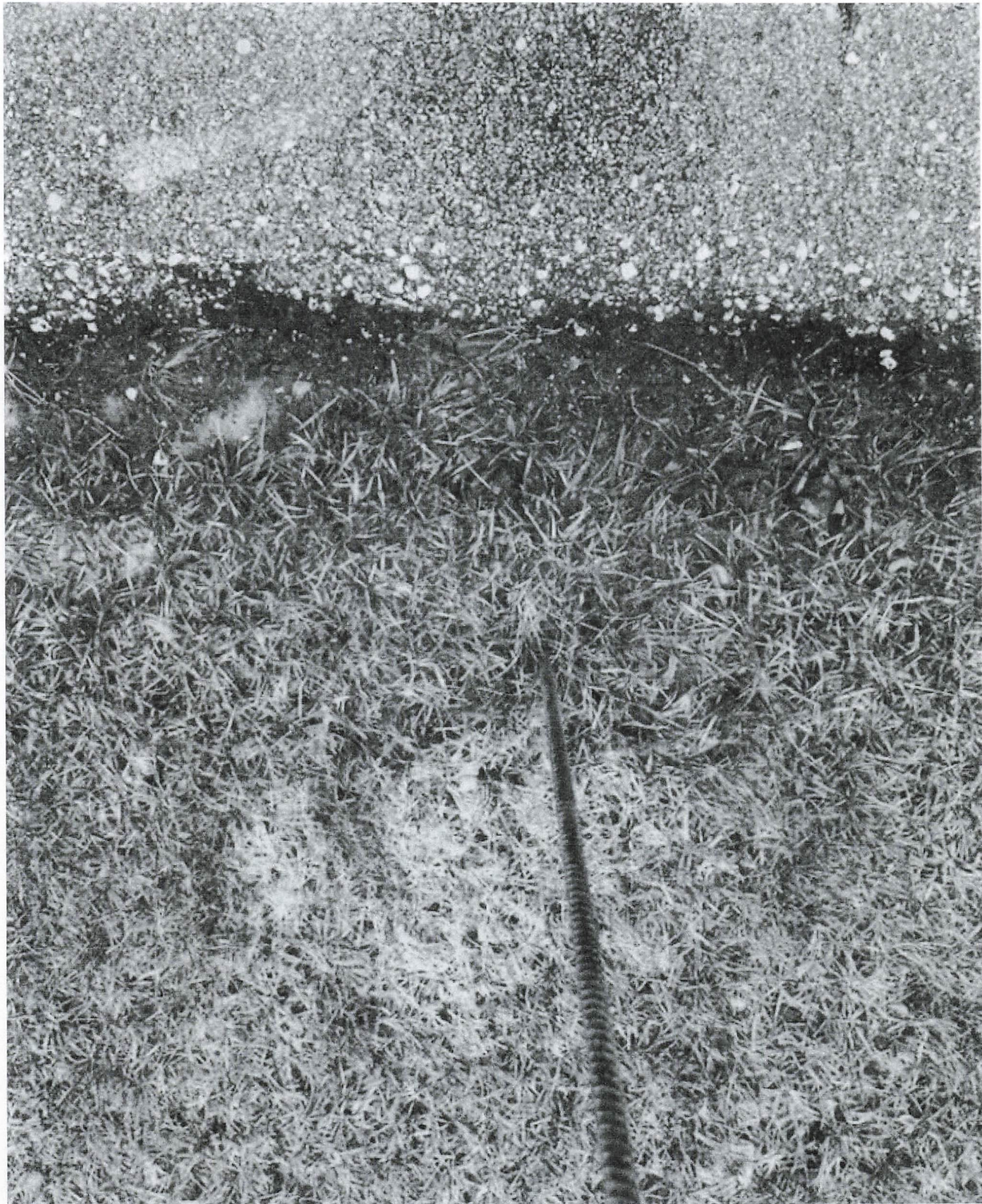
Trail Spur



X = approximate location on path



PLink  
Photo / 082  
b+w copy of  
color photo



P. Link  
photo 2 of 2  
6 dm core  
color photo

**CITY OF SHEBOYGAN  
R. O. 107-24-25**

**BY CITY CLERK.**

**FEBRUARY 3, 2025.**

Submitting a Notice of Circumstances in the matter of Nathan Jackson, by his attorneys,  
Sperling Law offices LLC.

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM  
PURSUANT TO WIS. STAT. '893.80

To: Sheboygan City Hall  
City Attorney, Charles Adams  
828 Center Avenue  
Suite 210  
Sheboygan, WI 53081

Claimants: Nathan A Jackson  
713 Michigan Avenue  
Sheboygan, WI 53081

Sheboygan City Clerk  
Attn: Meredith Debruin  
828 Center Avenue  
Suite 103  
Milwaukee, WI 53205

Sheboygan County Clerk of Courts  
Attn: Christine Koenig  
615 N 6<sup>th</sup> Street- 1<sup>st</sup> Floor  
Sheboygan, WI 53061-4692

Shoreline Metro  
Attn: Risk Management  
608 S. Commerce Street  
Sheboygan, WI 53081

Mark Anthony Feustel  
Shoreline Metro  
608 S. Commerce Street  
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Nathan Jackson, by his attorneys, Sperling Law Offices LLC, states that the following circumstances gave rise to his/her injuries:


1. That on or about December 6, 2024, Mr. Jackson was pedaling/riding his bicycle at or near the intersection of S. 18<sup>th</sup> Street and Ashland Avenue, in the City and County of Sheboygan, State of Wisconsin.

2. That on that date and at said intersection, Mark Anthony Feustel, a City of Sheboygan, and Shoreline Metro employee, in the course and scope of his employment, was negligent and careless in the operation of a vehicle owned by the City of Sheboygan. Mr. Feustel was careless and negligent in failing to properly control his vehicle and failing to keep a proper lookout, among other negligent acts and omissions, causing a collision with Claimant

Jackson's Bicycle.

3. As a result of this circumstance, Nathan A Jackson suffered injuries to his neck, back and head, among other injuries, and he has and will incur medical costs, property damage, and other injuries and damages.

Dated: 1/22/05

  
Sperling Law Offices LLC  
Attorneys for Nathan Jackson  
By Kathryn P. Heyer  
State Bar No. 1090903

Sperling Law Offices LLC  
100 E. Wisconsin Ave. #1020  
Milwaukee, WI 53202

# Sperling Law Offices LLC

Item 9.

Michael S. Sperling  
Ricardo F. Estrada  
Kathryn P. Heyer  
Michael C. Demo\*  
Kevin M. Henderson  
Michael J. Ryan\*

\*Also Licensed in Illinois

www.MilwaukeeLawFirm.com  
Se habla Español

Paralegals  
Kristin Ristow  
Yvonne Wittlieff  
Cara Levinson  
Kira Sorenson  
Jennifer Kovacovich

Legal Assistants  
Max Beckert  
Anne Schmidt  
Stacy Block  
Lindsay Beckert  
Tahismarie Santiago

Legal Staff  
Aaron Weiland  
Jessica Koller  
Steven Salle  
Rachael Suchy

January 22, 2025

Sheboygan City Clerk  
ATTN: City Clerk Meredith Debruin  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Via Certified US Mail

Re: Our Clients: Nathan Jackson  
Case No.: TBD

Dear City Clerk:

Enclosed please find an original and two copies of the Notice of Circumstances Giving Rise to Claim regarding the above named client. **Kindly date stamp the documents, retain the original for your file** and return the others to our office in the envelope provided.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Kathryn P. Heyer

KPH/ymw  
Enclosures

**CITY OF SHEBOYGAN**

**R. O. 122-24-25**

**BY CITY CLERK.**

**MARCH 17, 2025.**

Submitting a claim by Karina Berdyck for alleged damages to vehicle when it was hit by City property.





# CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**Instructions:**

- Complete all applicable information on this form.
- Notice of death and/or injury to persons or to property must be filed not later than 120 days after the occurrence.
- Attach and sign additional supportive sheets, if necessary.
  - o Note: Two estimates must be attached if you are claiming damage to a vehicle.
- This notice form must be signed and filed with the Office of the City Clerk at 828 Center Ave., Sheboygan, WI or submitted via email to Meredith.DeBruin@sheboyganwi.gov.

**Claimant Information**

Name of Claimant: Karina Berdyck  
 Home Address of Claimant: 3333 N. 9th Street Sheboygan  
 Home Phone Number of Claimant: 920 782 0826  
 Name and Address of Other Person(s) Injured (if applicable): N/A

**Occurrence Information**

Date and Time of Day Damage or Injury Occurred: Thursday 2/6/25 3-4pm?  
 Full Description of Where Damage or Injury Occurred: The gas grill outside of Station 1 got taken by the wind and hit the front of my car that was parked in lot 6 at city hall.  
 Full Description of How Damage or Injury Occurred: There are scratches on the hood and grill. There is one dent and several blemishes where paint is chipping off

Liability Information

If the basis of liability is alleged to be an act or omission of a City Officer or Employee, complete the following:

- Name of Officer or Employee (if known): \_\_\_\_\_
- Claimant's Statement of the basis of such liability: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

- Public Property alleged to be dangerous: gas grill at Fire Station 1 was not secured
- Claimant's Statement of the basis of such liability: The grill is connected to a gas line right next to the parking lot (lot 5) and it is not secured to the ground or building.

Give a description of the injury, property damage, and/or loss so far as is known at this time:

Auto damage to my vehicle. Scratches on the hood, one dent and several small blemishes on the hood & grill on the front end of my car.

Monetary Estimate Information

Fill out the following applicable information You are not bound by the amounts provided:

- Auto: \$ \_\_\_\_\_
- ~~Property: \$ \_\_\_\_\_~~
- ~~Personal Injury: \$ \_\_\_\_\_~~
- ~~Other: \$ \_\_\_\_\_~~

If other, please specify:  
 \_\_\_\_\_  
 \_\_\_\_\_

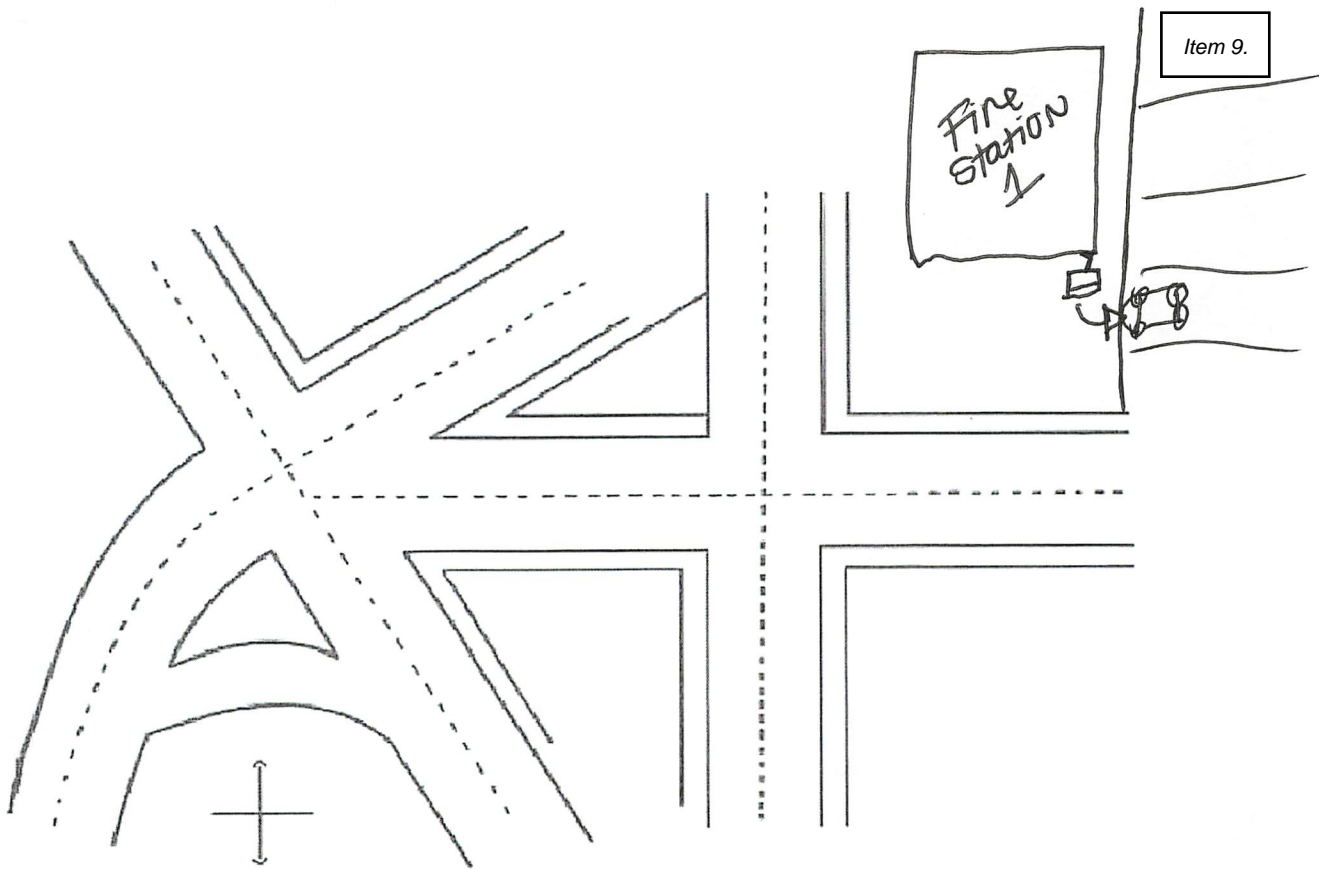
Two estimates must be attached if you are claiming damage to a vehicle. Complete the following section (if applicable):

- Vehicle Make: VW Tiguan
  - Vehicle Model: SE
  - Year of Vehicle: 2022
  - Mileage of Vehicle: 50,800 miles
  - Name and addresses of witnesses, doctors, and/or hospitals: N/A
- 
- 

**Accident Information**

For all accident notices, complete the following diagram in detail. Be sure to include names of all streets, house numbers, location of individuals/witnesses, and location of vehicles. Indicate which are City-owned vehicles (if applicable) and which is the claimant's vehicle.

Note: If the diagram below does not fit the situation, attach a proper diagram to this notice and add your signature for verification.



**Additional Information**

Please include copies of all bills, invoices, and/or estimates. Attach and sign additional supportive sheets, if necessary.

- Reminder: Two estimates must be attached if you are claiming damage to a vehicle.

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

*waiting on 3rd quote from Van Horn*

**Certify and Sign**

By submitting this claim form, I certify that all information provided is accurate, complete, and truthful to the best of my knowledge. I understand that submitting false or misleading information, including but not limited to false claims of loss or injury, is a criminal offense (Wisconsin Statutes 943.395) and may result in legal action, including penalties, fines, and/or imprisonment. I acknowledge that I may be required to repay any benefits obtained through fraudulent claims and that my actions may result in the denial of this claim and future claims.

Claimant Signature: *[Handwritten Signature]*  
 Date: 2/13/2025

Claimant Address: 3333 N. 9th Street Sheboygan WI  
53083

To Be Completed by the City of Sheboygan

Date Received: 3-5-2025

Received By: Melissa Clevenor

Claim Number: 21-24

**CITY OF SHEBOYGAN**

**R. O. 124-24-25**

**BY CITY CLERK.**

**MARCH 17, 2025.**

Submitting a claim from Progressive Insurance on behalf of their insured Elizabeth Hmircik for alleged damages to a vehicle that was stuck by a City of Sheboygan snowplow.

MAR 03 2025

# 25  
v  
Item 9.

**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

02/18/2025 2:32 PM

Certified Mail 9489 0090 0027 6567 9216 86 Return Receipt Requested

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

Your Client: MOHAR, BENJAMIN  
Your Claim Number: NA  
Our Insured: HMIRCIK, ELIZABETH  
Our Claim Number: 23-6800142  
Amount Subject to Reimbursement: \$4,831.36  
Amount of Insured's Deductible: \$500.00

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: 1851 N 19TH ST ZIP: 53081 SHEBOYGAN, WI USA  
Date and Time of Loss: 11/26/2023, 01:10 PM CT

Description of Loss: OUR INSURED'S VEHICLE WAS PARKED AND UNOCCUPIED AT 1851 N 19TH ST IN SHEBOYGAN, WI WHEN A CITY PLOW VEHICLE, WITH PLATE #: 74103 OPERATED BY MOHAR, BENJAMIN, FAILED TO MAINTAIN PROPER LOOKOUT AND STRUCK OUR INSURED'S PARKED 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 "HMIRCIK, ELIZABETH", 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.



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

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**Artisan and Truckers Casualty Company**

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

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

- Individual/sole proprietor
  - C corporation
  - S corporation
  - Partnership
  - Trust/estate
  - LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
- Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- Other (see instructions)

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

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . .

(Applies to accounts maintained outside the United States.)

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

**300 North Commons Blvd**

Requester's name and address (optional)

**6** City, state, and ZIP code

**Mayfield Village, OH 44143**

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

Social security number								
			-					

or

Employer identification number									
5	9	-	3	2	1	3	8	1	9

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person		Date	1/8/25
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Particular Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## Claim Payment Detail ( 23-6800142 )

## Payment Information

<b>Disbursement Number:</b>	388973322	<b>Total Amount:</b>	\$4,331.36
<b>Draft Number:</b>	6005859706	<b>Invoice Number:</b>	120287682
<b>Pay to the Order of:</b>	ELIZABETH HMIRCIK		
<b>Mailing Address:</b>	1851 N 19TH ST SHEBOYGAN, WI 53081 USA		
<b>In Payment Of:</b>	Progressive Invoice Number: 120287682		

## Reviewed Summary

<b>Issuing Rep:</b>	A189499	<b>Approved By:</b>	
<b>Issue Date:</b>	12-04-23	<b>Review Date:</b>	
<b>Last Updated Rep:</b>	A139756	<b>Reviewed By:</b>	

## Bank Information

<b>Type:</b>	Loss	<b>Bank Code:</b>	1CD
<b>Stop Reason:</b>		<b>Cleared:</b>	12-15-23
<b>Stop Date:</b>			

## Exposure Detail: COLL

<b>Party Name:</b>	HMIRCIK, ELIZABETH	<b>Amount Paid:</b>	\$4,331.36
<b>Property Description:</b>	14 CHEVROLET CRUZE	<b>Deductible Taken:</b>	\$500.00
<b>Payment Type:</b>	FINAL PAYMENT	<b>Property Damage:</b>	\$0.00
		<b>Rental:</b>	\$0.00

Progressive Group of Insurance Companies

**Settlement Summary**

**Claim Information**

**Claim Number:** 23-6800142-01  
**Policy Number:**  
**Owner :** HMIRCIK, ELIZABETH

**Coverage Type of Loss:** Collision  
**Loss Date:** 11/26/2023  
**Reported Date:** 11/26/2023  
**Valuation Report ID:** 1018387200

**Vehicle Information**

**Loss Vehicle:** 2014 Chevrolet Cruze 1LT 4 Door Sedan 1.4L 4 Cyl Gas Turbocharged A  
 FWD  
**VIN:** 1G1PC5SB6E7111015  
**Mileage:** 134,104 miles  
**Title History:** No

**Location:** WI 53081  
**Exterior Color:** Atlantis Blue Metallic  
**License Plate:**  
**Title History Comments:**

**Loan Information**

**Lien Holder Payoff:** \$0.00  
**Loan/Lease Payoff Coverage:** \$0.00

**Payment Information**

**Lien Holder Payment(s):** \$0.00  
**Net to Owner:** \$4,331.36

**Settlement**

<b>Stated Amount:</b>	\$0.00
<b>Actual Cash Value:</b>	\$6,271.36
Base Value:	\$7,353.80
Title History Adjustment:	-\$0.00
Refurbishment Adjustments:	\$0.00
After Market Parts Adjustment:	\$0.00
Condition Adjustment:	-\$1,082.44
Prior Damage Adjustment:	-\$0.00
<b>Market Value:</b>	\$ 6,271.36
Settlement Adjustment(Pre-Tax):	\$0.00
<b>Fees:</b>	\$0.00
<b>Taxes:</b>	\$ 0.00
<b>Owner Retains:</b>	-\$1,440.00
<b>Net Settlement:</b>	\$4,831.36

Item 9.

<b>Settlement Adjustment(Post-Tax):</b>	\$0.00
<b>Deductible:</b>	-\$500.00
<b>Other Adjustments:</b>	\$ 0.00
<b>Total Settlement:</b>	\$4,331.36

**Adjuster License #:**

**Comments:**

Salvage Summary

Select Salvage Method

Contract

Salvage Amount: \$ 0.00  
Salvage Fees: -\$ 0.00

Net Salvage: \$ 0.00  
Comments:

3-Bid

Salvage Amount: \$ 0.00  
Salvage Fees: -\$ 0.00

Net Salvage: \$ 0.00  
Comments:

Pool/Vendor

Salvage Amount: \$ 1,440.00  
Salvage Fees: -\$ 0.00

Net Salvage: \$ 1,440.00  
Comments:

Other

Salvage Amount: \$ 0.00  
Salvage Fees: -\$ 0.00

Net Salvage: \$ 0.00  
Comments:

Pool/Vendor

Add Vendor

Vendor Details

<input type="checkbox"/> * Description	* Type	Telephone	* Quote	* Amount	Considered
<input type="checkbox"/> IAA	Internet		WEBSITE	\$ 1440.00	<input checked="" type="checkbox"/>

Delete Selected

Average of Considered: \$ 1,440.00

Save

Item 9.

# Vehicle Valuation Report

Item 9.

Prepared For Progressive Group of Insurance Companies (800) 321-9843

## Claim Information

Claim Number	Policy Number	Loss Type	Owner	
23-6800142-01		COLLISION	ELIZABETH HMIRCIK 1851 N 19TH ST SHEBOYGAN, WI 53081 +1-920-8897224	
Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
11/26/2023	11/26/2023	11/30/2023	1018387200	1

## Vehicle Information

Year	Make	Model	Location	Mileage
2014	Chevrolet	Cruze 1LT 4 Door Sedan 1.4L 4 Cyl Gas Turbocharged A FWD	WI 53081	134,104 miles
Ext Color	License	VIN	Title History	
Atlantis Blue Metallic		1G1PC5SB6E7111015	No	

## Valuation Summary

### Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$7,353.80
Condition -	\$1,082.44
Prior Damage	\$0.00
Aftermarket Parts	\$0.00
Refurbishment	\$0.00
Market Value =	\$6,271.36

### Settlement Adjustments

Adjustments specific to your policy

Deductible -	\$500.00
Settlement Value =	\$5,771.36

Settlement Value:  
**\$5,771.36**

**J.D. POWER**

Mitchell WorkCenter® Total Loss

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 mitche  
AN ENLYTE COMPANY

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## Loss Vehicle Detail

Loss vehicle: 2014 Chevrolet Cruze | 1LT 4 Door Sedan | 1.4L 4 Cyl Gas Turbocharged A FWD

### Standard Equipment

#### Exterior

1LT Exterior Appearance includes LS Exterior Appearance content plus body-color outside mirrors, chrome belt moldings and 16" (40.6 cm) machined-face alloy wheels	Glass, solar absorbing, tinted
Headlamps, halogen composite with automatic exterior lamp control and delay feature	Lamp, LED center high-mounted stop/brake (CHMSL)
Mirrors, outside, power-adjustable, manual-folding (Deleted when (PDB) 1LT Driver Convenience Package is ordered. Mirror caps are body-color.)	Tire, compact spare and spare wheel, includes jack and lug nut wrench
Tires, P215/60R16, all-season, blackwall, low rolling resistance	Wheels, 16" (40.6 cm) painted aluminum
Wipers, front intermittent, variable	

#### Interior

1LT/ECO Interior Appearance includes LS Interior Appearance content plus auxiliary glovebox in center dash, leather-wrapped steering wheel with Polar Silver accent and leather-wrapped shift knob	Air conditioning, single-zone electronic includes air filter
Armrest, rear center, articulating, with dual cup holders	Assist handles, driver, front passenger and rear outboard
Audio interface, USB port, located in center console (Deleted when PCR Technology Package is ordered.)	Audio system AM/FM stereo with CD player and MP3 playback capability, graphical display
Audio system feature, 6-speaker system	Audio system feature, auxiliary input jack, located in center console
Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface)	Center stack, integrated with ambient LED back lighting
Console, center with sliding armrest, storage, front and rear 12-volt auxiliary power outlets and dual cup holders	Convenience hooks, rear
Cruise control	Cup holders 2 in front center console, 2 in rear seat armrest and 1 bottle holder in each front door panel
Defogger, rear-window, electric	Door locks, power
Driver Information Center with trip odometer, fuel range, average fuel economy, instantaneous fuel economy, average vehicle speed, tire pressure and oil life remaining	Enhanced Acoustic Package
Floor mats, carpeted front and rear	Glovebox, auxiliary, center dash (Deleted when (PDU) All-Star Edition is ordered.)
Key, primary foldable, additional foldable	Lighting, interior dome with theater dimming, dual map lights, illuminated trunk area
Mirror, inside rearview manual day/night	Oil life monitoring system
Power outlets, 2 auxiliary, located in center console	Rear air ducts, floor mounted
Remote keyless entry	Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 6-way manual	Seat trim, premium cloth
Seat, rear 60/40 split-folding with adjustable head restraints on outboard positions	Seats, front bucket with reclining seatbacks and adjustable head restraints
Shift knob, leather-wrapped	SiriusXM Satellite Radio is standard on nearly all 2014 GM models. Enjoy a 3-month trial to the XM All Access package, with over 150 channels including commercial-free music, all your favorite sports, exclusive talk and entertainment. With All Access, listen to everything, everywhere, in your car and on your computer, smartphone or tablet. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue your service at the end of your trial subscription, the plan you choose will automatically renew and bill at then-current rates until you call 1-866-635-2349 to cancel. See SiriusXM Customer Agreement for complete terms at siriusxm.com. Other fees and taxes will apply. All fees and programming subject to change.)
Steering Column, Tilt and Telescopic	Steering wheel controls, mounted audio and phone interface controls
Steering wheel, leather-wrapped 3-spoke with polar silver accent	Theft-deterrent system with anti-theft alarm and engine immobilizer
Visors, driver and front passenger vanity mirrors	Windows, power with Express-Down on all and driver Express Up

## Mechanical

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Alternator, 130 amps	Axle, 3.53 final drive ratio
Battery, 438 cold-cranking amps	Brakes, front disc/rear drum
Front wheel drive	Steering, power, electric, rack-mounted
Suspension, front independent McPherson strut, aluminum control arms with hydraulic bushings, 25mm hollow stabilizer bar	Suspension, rear, compound crank

## Safety

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Air bags, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail for front and rear outboard seating positions includes Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)	Brakes, 4-wheel antilock
Daytime running lamps	Door locks, rear child security
LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats	OnStar, 6 months of Directions and Connections plan includes Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance and Turn-by-Turn Navigation (Visit onstar.com for coverage map, details and system limitations. Services vary by model and conditions.)
Safety belt pretensioners, driver and front passenger, dual	Safety belts, 3-point, all seating positions, front height adjustable
StabiliTrak, stability control system	Tire pressure monitor
Traction control	Trunk emergency release handle

## Optional Equipment

LICENSE PLATE BRACKET, FRONT

\*DIO/PIO = Dealer/Port Installed Options

## Loss Vehicle Base Value

Loss vehicle: 2014 Chevrolet Cruze | 1LT 4 Door Sedan | 1.4L 4 Cyl Gas Turbocharged A FWD

## Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 97,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	124,167	53070	7 miles	\$7,999.00 List Price	\$7,144.67
2	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	124,563	53073	13 miles	\$8,999.00 List Price	\$8,064.75
3	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	132,537	53048	36 miles	\$7,891.00 List Price	\$6,847.57
4	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	163,723	53214	49 miles	\$7,999.00 List Price	\$7,856.80
5	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	133,540	53219	51 miles	\$8,955.00 List Price	\$8,318.05
6	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	129,699	53219	51 miles	\$7,935.00 List Price	\$7,031.93
7	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	109,788	53219	51 miles	\$9,935.00 List Price	\$8,570.13
8	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	138,480	53186	53 miles	\$7,631.00 List Price	\$6,988.29
9	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	119,865	53228	54 miles	\$7,640.00 List Price	\$6,900.45
10	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	119,631	54302	56 miles	\$7,399.00 List Price	\$6,262.08
11	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	110,050	54302	56 miles	\$7,999.00 List Price	\$6,914.67
12	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	154,059	54303	60 miles	\$7,990.00 List Price	\$7,372.69
13	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	116,826	54313	63 miles	\$9,495.00 List Price	\$7,634.93
14	2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4TURBO GAS A 2WD	121,151	53177	70 miles	\$7,750.00 List Price	\$7,046.24
<b>Base Value:</b>						<b>\$7,353.80</b>

## Loss Vehicle Adjustments

Loss vehicle: 2014 Chevrolet Cruze | 1LT 4 Door Sedan | 1.4L 4 Cyl Gas Turbocharged A FWD



## Condition Adjustments

Condition Adjustment: **-\$1,082.44**Overall Condition: **2.07-Fair**Typical Vehicle Condition: **3.00**

Category	Condition	Condition \$	Comments
<b>Interior</b>			
DASH/CONSOLE	2 Fair	-\$40.61	GREATER THAN 2 CUTS/MARKS IN DASH/CONSOLE
CARPET	3 Good	\$0.00	
DOORS/INTERIOR PANELS	2 Fair	-\$40.61	GREATER THAN 3 CUTS/MARKS IN TRIM
GLASS	3 Good	\$0.00	
SEATS	2 Fair	-\$162.42	SIGNIFICANT WEAR/SOILING ON SEATS
HEADLINER	3 Good	\$0.00	
<b>Exterior</b>			
VINYL/CONVERTIBLE TOP	Typical	\$0.00	
BODY	1 Poor	-\$487.27	RIGHT ROCKER NEEDS REPLACED, LARGE DENTS IN HOOD
PAINT	2 Fair	-\$101.52	MULTIPLE PANELS COVERED IN SCRATCHES
TRIM	2 Fair	-\$32.48	MULTIPLE IMPACTS TO TRIM
<b>Mechanical</b>			
TRANSMISSION	3 Good	\$0.00	
ENGINE	2 Fair	-\$217.53	SIGNIFICANT BUILDUP ON ENGINE
Tire	3 Good	\$0.00	

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

## Comparable Vehicles

Loss vehicle: 2014 Chevrolet Cruze | 1LT 4 Door Sedan | 1.4L 4 Cyl Gas Turbocharged A FWD

**1 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$7,999.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB3E7183614	183614	09/02/2023	53070	7 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
CARLTON AUTOMOTIVE INC  
1318 CENTER AVENUE  
OOSTBURG WI 53070  
920-564-3433

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$345.00
Mileage	134,104	124,167	-\$290.20
Equipment			
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$219.13
			Total Adjustments: -\$854.33
			<b>Adjusted Price: \$7,144.67</b>

Comparable Vehicle Package Details:

1LT DRIVER CONVENIENCE PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

**2 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$8,999.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB2E7178047	G713469	11/29/2023	53073	13 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
VAN HORN BUDGET AUTO OF  
PLYMOUTH  
W5908 WILLOW RD  
PLYMOUTH WI 53073  
920-453-0852

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$384.00
Mileage	134,104	124,563	-\$312.27
Equipment			
TECHNOLOGY PACKAGE	No	Yes	-\$237.98
			Total Adjustments: -\$934.25
			<b>Adjusted Price: \$8,064.75</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

**3 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$7,891.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB8E7289623	23396A	11/27/2023	53048	36 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - VAST.COM  
LOMIRA AUTO SALES &AMP;  
SERVICES  
900 EAST AVE  
LOMIRA WI 53048  
920-269-4420

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$337.00
Mileage	134,104	132,537	-\$34.88
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$208.67
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$216.26
RS PACKAGE	No	Yes	-\$246.62
			Total Adjustments: -\$1,043.43
			<b>Adjusted Price: \$6,847.57</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE  
  
1LT DRIVER CONVENIENCE PACKAGE  
  
RS PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

**4 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$7,999.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB4E7443440	11377	11/29/2023	53214	49 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
CAR KING  
10124 W GREENFIELD AVE  
MILWAUKEE WI 53214  
414-453-9922

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$342.00
Mileage	134,104	163,723	\$630.53
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$211.52
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$219.21
			Total Adjustments: -\$142.20
			<b>Adjusted Price: \$7,856.80</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE  
  
1LT DRIVER CONVENIENCE PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

**5 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$8,955.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB1E7309730		09/22/2023	53219	51 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - AUTOTRADER.COM  
AUTOPLEX  
5130 W FOREST HOME AVE  
MILWAUKEE WI 53219  
414-546-1700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$386.00
Mileage	134,104	133,540	-\$14.24
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$236.71
<b>Total Adjustments:</b>			<b>-\$636.95</b>
<b>Adjusted Price:</b>			<b>\$8,318.05</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

**6 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$7,935.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB9E7323469		09/01/2023	53219	51 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - AUTOTRADER.COM  
AUTOPLEX  
5130 W FOREST HOME AVE  
MILWAUKEE WI 53219  
414-546-1700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$342.00
Mileage	134,104	129,699	-\$111.05
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$209.75
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$217.38
LPO, CARGO NET	No	Yes	-\$22.89
<b>Total Adjustments:</b>			<b>-\$903.07</b>
<b>Adjusted Price:</b>			<b>\$7,031.93</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

1LT DRIVER CONVENIENCE PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT, LPO, CARGO NET

**7 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$9,935.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB8E7336049		09/22/2023	53219	51 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - AUTOTRADER.COM	Projected Sold Adjustment			-\$429.00
AUTOPLEX	Mileage	134,104	109,788	-\$935.87
5130 W FOREST HOME AVE				
MILWAUKEE WI 53219				
414-546-1700				
			<b>Total Adjustments:</b>	<b>-\$1,364.87</b>
			<b>Adjusted Price:</b>	<b>\$8,570.13</b>

Comparable Vehicle Option Details:  
LICENSE PLATE BRACKET, FRONT

**8 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD** **List Price: \$7,631.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB4E7297900	SPE7297900	11/21/2023	53186	53 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$326.00
WILDE SUBARU	Mileage	134,104	138,480	\$94.21
1710 WISCONSIN 164	Equipment			
WAUKESHA WI 53186	TECHNOLOGY PACKAGE	No	Yes	-\$201.79
262-544-5400	1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$209.13
			<b>Total Adjustments:</b>	<b>-\$642.71</b>
			<b>Adjusted Price:</b>	<b>\$6,988.29</b>

Comparable Vehicle Package Details:  
TECHNOLOGY PACKAGE  
1LT DRIVER CONVENIENCE PACKAGE

Comparable Vehicle Option Details:  
LICENSE PLATE BRACKET, FRONT

## 9 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD

List Price: \$7,640.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB4E7185758	MG23542B	09/09/2023	53228	54 miles

## Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
RUSS DARROW MAZDA OF  
GREENFIELD  
3520 S 108TH ST  
GREENFIELD WI 53228  
414-329-5800

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$330.00
Mileage	134,104	119,865	-\$409.55
Total Adjustments:			-\$739.55
<b>Adjusted Price:</b>			<b>\$6,900.45</b>

## Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT

## 10 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD

List Price: \$7,399.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB9E7403595	1378	10/23/2023	54302	56 miles

## Source

DEALER WEB LISTING -  
BUILDSHEET - VAST.COM  
BAY BEACH AUTO CENTER  
1220 N IRWIN AVENUE  
GREEN BAY WI 54302  
920-202-8184

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$319.00
Mileage	134,104	119,631	-\$403.64
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$195.58
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$202.69
LICENSE PLATE BRACKET, FRONT	Yes	No	\$5.33
LPO, CARGO NET	No	Yes	-\$21.34
Total Adjustments:			-\$1,136.92
<b>Adjusted Price:</b>			<b>\$6,262.08</b>

## Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

1LT DRIVER CONVENIENCE PACKAGE

## Comparable Vehicle Option Details:

LPO, CARGO NET

**11 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD**

**List Price: \$7,999.00**

VIN 1G1PC5SB4E7350031 Stock No LX350031 Listing Date 09/11/2023 ZIP/Postal Code 54302 Distance from Loss Vehicle 56 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - AUTOTRADER.COM  
LX AUTO SOLUTION LLC  
1530 MAIN ST  
GREEN BAY WI 54302  
920-569-0220

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$345.00
Mileage	134,104	110,050	-\$745.09
<b>Equipment</b>			
LICENSE PLATE BRACKET, FRONT	Yes	No	\$5.76
<b>Total Adjustments:</b>			<b>-\$1,084.33</b>
<b>Adjusted Price:</b>			<b>\$6,914.67</b>

**12 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD**

**List Price: \$7,990.00**

VIN 1G1PC5SB9E7232640 Stock No V1023002 Listing Date 10/20/2023 ZIP/Postal Code 54303 Distance from Loss Vehicle 60 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
VILLAGE AUTO INC.  
1650 VELD AVE  
GREEN BAY WI 54303  
920-499-9049

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$345.00
Mileage	134,104	154,059	\$449.58
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$211.19
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$218.87
RS PACKAGE	No	Yes	-\$249.59
LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR	No	Yes	-\$42.24
<b>Total Adjustments:</b>			<b>-\$617.31</b>
<b>Adjusted Price:</b>			<b>\$7,372.69</b>

Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

1LT DRIVER CONVENIENCE PACKAGE

RS PACKAGE

Comparable Vehicle Option Details:

LICENSE PLATE BRACKET, FRONT, LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR

## 13 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD

List Price: \$9,495.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB3E7444398	4087	11/15/2023	54313	63 miles

## Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
WISNESKI AUTO SALES  
2688 PACKERLAND DR.  
GREEN BAY WI 54313  
920-544-5065

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$406.00
Mileage	134,104	116,826	-\$625.51
<b>Equipment</b>			
TECHNOLOGY PACKAGE	No	Yes	-\$251.07
1LT DRIVER CONVENIENCE PACKAGE	No	Yes	-\$260.21
RS PACKAGE	No	Yes	-\$296.73
LICENSE PLATE BRACKET, FRONT	Yes	No	\$6.84
LPO, CARGO NET	No	Yes	-\$27.39
Total Adjustments:			-\$1,860.07
<b>Adjusted Price:</b>			<b>\$7,634.93</b>

## Comparable Vehicle Package Details:

TECHNOLOGY PACKAGE

1LT DRIVER CONVENIENCE PACKAGE

RS PACKAGE

## Comparable Vehicle Option Details:

LPO, CARGO NET

## 14 2014 CHEVROLET CRUZE 1LT 4D SDN 4 1.4 TURBO GAS A2WD

List Price: \$7,750.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G1PC5SB0E7371247	13965	10/06/2023	53177	70 miles

## Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
HUGASIAN MOTORS  
9000 DURAND AVE  
STURTEVANT WI 53177  
262-886-3937

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$334.00
Mileage	134,104	121,151	-\$375.34
<b>Equipment</b>			
LICENSE PLATE BRACKET, FRONT	Yes	No	\$5.58
Total Adjustments:			-\$703.76
<b>Adjusted Price:</b>			<b>\$7,046.24</b>



## Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2014 Chevrolet Cruze 1LT	4 Door Sedan 1.4L 4 Cyl Gas Turbocharged FWD	\$19,910.00

## Vehicle Valuation Methodology Explanation

WorkCenter Total Loss (“WCTL”) was designed and built by Mitchell International, Inc. in conjunction with J.D. Power, which is an expert in data analysis with years of experience in vehicle pricing. WCTL provides a consistent methodology across vehicle makes and models for estimating the value of a vehicle. The WCTL analysis is based on comparable vehicles that most closely resemble the loss vehicle, with certain adjustments to both the comparable vehicle and loss vehicle depending on the facts of a particular claim.

WCTL produces accurate and easy-to-understand vehicle valuations via a five-step process:

### Step 1 - Locate Comparable Vehicles

Locate vehicles from WCTL’s comparable vehicle database that are the closest match to the loss vehicle in the same market area. These are not intended to be replacement vehicles and may no longer be listed for sale. The comparable vehicle database includes millions of vehicles listed for sale on publicly available websites (for example, cars.com and autotrader.com), as well as sold vehicle records (where available).

### Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. There are several types of comparable vehicle adjustments, including:

- Projected Sold Adjustment - where the comparable vehicle is listed for sale, this adjustment reflects the fact that consumers typically negotiate a purchase price less than the list price. (There is no projected sold adjustment where the comparable vehicle has actual sold data, or where a vehicle is listed for sale at a “no haggle” dealership.)
- Mileage Adjustment – an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment Adjustment – an adjustment for differences in equipment between the comparable vehicle and the loss vehicle (for example, differences in equipment packages and options).

### Step 3 - Calculate Base Vehicle Value

Calculate the base vehicle value by averaging the adjusted prices of the comparable vehicles.

### Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment – an adjustment to account for the condition of the loss vehicle at the time of the loss.
- Prior Damage Adjustment – an adjustment to account for any prior damage present on the loss vehicle at the time of the loss.
- After Market Part Adjustment – an adjustment to account for any aftermarket parts present on the loss vehicle at the time of the loss.
- Refurbishment Adjustment – an adjustment to account for any refurbishment performed on the loss vehicle at the time of the loss.

### Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

### Artisan and Truckers Casualty Co

### TOTAL LOSS

Estimate ID  
23-6800142-01  
Original  
  
Quote ID  
131846350  
Claim Number  
23-6800142-01

Owner  
**ELIZABETH HMIRCIK**

Insured  
**ELIZABETH HMIRCIK**

Appraiser  
**Jared Brill**  
(608) 347-3860 (Work)  
a078800@progressive.com

Underwriter  
**Artisan and Truckers Casualty Co**

### Artisan and Truckers Casualty Co

Claim Number <b>23-6800142-01</b>	Adjuster <b>COLE STEFFEN</b> (715) 690-3476 (Work) a189499@progressive.com	Deductible <b>500.00 - Not Waived</b>	Reported Date <b>11/26/2023</b>
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Loss Date  
**11/26/2023**

### 2014 Chevrolet Cruze LT 4 Door Sedan 1.4L 4 Cyl Gas Injected Turbocharged 6 Speed Auto Trans FWD

VIN <b>1G1PC5SB6E7111015</b>	Drivable <b>Yes</b>	Odometer <b>134104</b>	Mitchell Service Code <b>911343</b>
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Primary Point of Impact  
**Left Side (9)**

#### Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Automatic Transmission	Auxiliary Input	Bluetooth Wireless Connectivity	CD Player	Cloth Seat
Cruise Control	Daytime Running Lights	Driver-Front Air Bag	Electric Defogger	Electronic Stability Control
First Row Bucket Seat	Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror	Power Steering	Power Windows
Rear Bench Seat	Satellite Radio	Second Row Side Airbag With Head Protection	Side Airbags	Steering Wheel Mounted Audio Control
Telematic Systems	Theft Deterrent Sys.	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic System
Trip Computer				

### ELIZABETH HMIRCIK | 2014 Chevrolet Cruze LT

Parts Profile  
**SHEB WI All Part Types**

Parts Profile Version  
**4.0**

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
<b>Front Bumper</b>									
1	101903 Frt Bumper Cover	Remove / Install	Body	1.4#	Existing				
<b>Front Lamps</b>									
2	101916 L Front Combination Lamp	Remove / Install	Body	0.4#	Existing				
<b>Front Fender</b>									
3	102456 L Frt Fender Mudguard	Remove / Install	Body	0.2	Existing				
4	100032 L Fender Panel	Repair	Body	5.0*#	Existing				
5	AUTO L Fender Outside	Refinish Only	Refinish	2.1 C	Existing				
<b>Cowl &amp; Dash</b>									
6	101937 L Cowl Top Grille	Remove / Install	Body	0.6#	Existing				
<b>Front Door</b>									
7	100819 L Frt Door Shell	Remove / Replace	Body	5.5#	Qual Recycled Part	PE0239APU	1	\$260.00	Yes
8	AUTO L Frt Door Outside	Refinish Only	Refinish	1.6 C					
9	AUTO L Frt Add For Jambs & Interior	Refinish Only	Refinish	1.0 C					
<b>Rear Door</b>									
10	100334 L Rear Door Repair Panel	Repair	Body	3.0*#	Existing				
11	AUTO L Rear Door Outside	Refinish Only	Refinish	1.6 C	Existing				
12	101474 L Rear Otr Door Belt Moulding	Remove / Install	Body	0.2	Existing				
13	101866 L Rear Door Trim Panel	Remove / Install	Body	INC	Existing				
14	100501 L Rear Otr Door Handle	Remove / Install	Body	0.7#	Existing				
<b>Roof</b>									
15	101889 L Roof Drip Moulding	Remove / Install	Body	0.3	Existing				
<b>Side Body</b>									
16	101500 L Quarter Panel Outside	Refinish Only	Refinish	1.9 C	Existing				
17	101515 L Roof Rail	Blend	Refinish	0.6# C	Existing				
18	100865 L Section Rocker Panel	Remove / Replace	Body	11.5#					
19	AUTO L Rocker Panel	Refinish Only	Refinish	1.6 C					
20	100609 L Side Body Panel Assembly -S	Remove / Replace	Body	INC#	New	94553204	1	\$1,590.00	Yes
21	101881 L Rear Quarter Applique	Remove / Install	Body	0.3	Existing				
<b>Rear Lamps</b>									
22	100859 L Rear Combination Lamp	Remove / Install	Body	INC	Existing				
<b>Rear Bumper</b>									
23	101489 Rear Bumper Cover	Remove / Install	Body	1.2#	Existing				

**Additional Costs & Materials**

LABOR					PART				
Line #	Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
24	AUTO Paint/Materials	Additional Cost						\$611.80*	Yes
25	AUTO Hazardous Waste Disposal	Additional Cost						\$3.00*	Yes
<b>Additional Operations</b>									
26	AUTO Clear Coat	Additional Operation	Refinish	2.6				\$0.00	
<b>Special / Manual Entry</b>									
27	900500 REPAIR DENT IN QUARTER	Repair	Body*	3.0*	Existing				
28	900500 COVER CAR FOR OVERSPRAY	Additional Labor	Refinish*	0.0*	Aftermarket New	** A/M	1	\$8.00*	Yes
29	900500 CORROSION PROTECTION	Additional Labor	Refinish*	0.3*	Existing		0		Yes
30	900500 SEAM SEALER- PANEL REPLACEMENT PER TUBE	Remove / Replace	Body*	0.0*	Sublet	Sublet	1	\$40.00*	Yes
31	900500 TIE DOWN AND MEASURE	Repair	Body*	0.5*	Existing		1		
32	900500 SUBSEQUENT PULLS	Repair	Body*	1.0*	Existing		1		

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

**Recycled Part Vendors**

RZR Auto Salvage  
 N1944 Dahl Rd  
 Marinette WI 54143  
 (715) 732-0541 (Work)  
 rzrautosalvage@yahoo.com

Line	Part #	Total Price	Vehicle	Description	VIN
7	PE0239APU	\$260.00		Door Assembly, Front - DOOR ASSEMBLY FR GRADE A SILVER CLEAN SEAM Year:2012 Hourly Damage: 0.00 COND: A	

Supplier Notes: APU, Quote#: 121701232799354 Notes: APU, Door Assembly, Front - DOOR ASSEMBLY FR GRADE A SILVER CLEAN SEAM Year:2012 Hourly Damage: 0.00 COND: A Stock Number: PE0239APU / 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.

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
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**Estimate Totals**

Body Labor	34.8	\$66.00		\$2,296.80
Refinish Labor	13.3	\$66.00		\$877.80
<b>Total Labor</b>	<b>48.1</b>			<b>\$3,174.60</b>
			Taxable	\$3,174.60
			Tax 5.5000%	\$174.60
			Non-Taxable	\$0.00
			<b>Labor Total</b>	<b>\$3,349.20</b>
<b>Parts</b>				
		<b>Amount</b>		
Taxable Parts		\$1,898.00		\$1,898.00
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$104.39
			Non-Taxable	\$0.00
			<b>Parts Total</b>	<b>\$2,002.39</b>
<b>Costs</b>				
		<b>Amount</b>		
Other Additional Costs		\$3.00		\$3.00
Paint Materials		\$611.80		\$611.80
			Taxable	\$614.80
			Tax 5.5000%	\$33.81
			Non-Taxable	\$0.00
Paint Materials Rate: \$46.00			<b>Costs Total</b>	<b>\$648.61</b>
Rate Max: 99.9 units				
Additional Rate: \$0.00				
<b>Gross Totals</b>				
		<b>Amount</b>		
Gross Total		\$6,000.20		\$6,000.20
			Taxable	\$5,687.40
			Tax	\$312.80
			Non-Taxable	\$0.00
			<b>Gross Total</b>	<b>\$6,000.20</b>
<b>Adjustments</b>				
		<b>Amount</b>		
Deductible		-\$500.00		-\$500.00
<b>Total Customer Responsibility</b>				<b>-\$500.00</b>
			<b>Net Estimate Total</b>	<b>\$5,500.20</b>

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 11/30/2023

**Estimate Event Log**

Job Created	11/30/2023 06:53 AM
Estimate Started	11/30/2023 12:12 PM
Estimate Printed	11/30/2023 12:45 PM
Estimate Committed	11/30/2023 12:45 PM
Estimate Version	0

Claim: 23-6800142 01



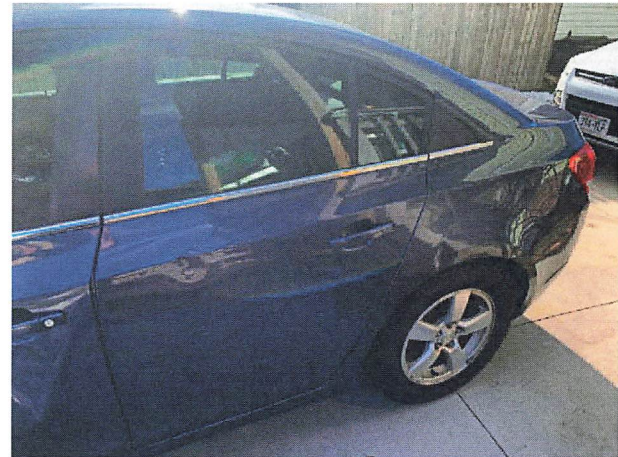
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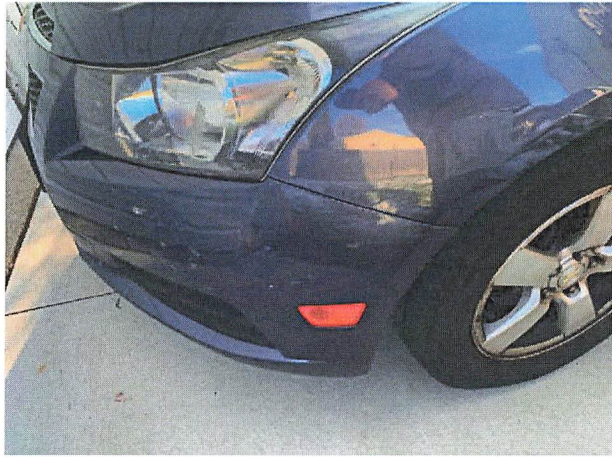
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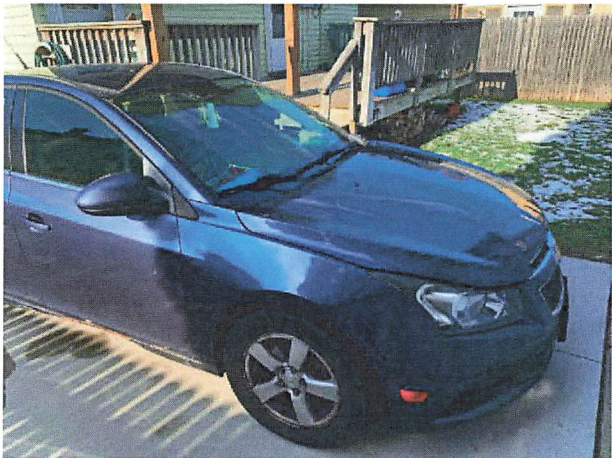
Claim: 23-6800142 01



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Claim: 23-6800142 01



4dd8054c-367b-4e43-abe8-0d2dfd879bff.jpg



211311fd-eb8e-46da-9dbd-c86ac312a69b.jpg



66d5be3f-2c89-4469-add7-81667a32fdf5.jpg



5697ba5b-e346-449a-a7e1-fbf199e90db6.jpg

**CITY OF SHEBOYGAN  
R. O. 54-24-25**

**BY CITY CLERK.**

**SEPTEMBER 16, 2024.**

Submitting a notice of claim from Nora Gerber for alleged injuries resulting from a fall on the boardwalk.

DATE RECEIVED 9-9-2024

RECEIVED BY MCC

Item 9.

CLAIM NO. 11-24

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: Nora Gerber
2. Home address of Claimant: 2026 Mittelstadt LN, Eau Claire, WI 54703
3. Home phone number: 715-514-2815 (see additional phone contact for POA, below)
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Tuesday, August 20, 2024, 6pm-ish

6. Where did damage or injury occur? (give full description) Boardwalk near Blue Harbor Inn

7. How did damage or injury occur? (give full description) Due to a missing board on the boardwalk, Nora suffered a fall.

She was with her friend (a nurse) who observed a significant twisting of Nora's spine and soon after a lump on her head which remained tender for days after as well as neck and shoulder pain.

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

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

(b) Claimant's statement of the basis of such liability: unknown who is responsible

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: Missing boardwalk boards causing tripping hazards.

(b) Claimant's statement of basis for such liability: Missing boardwalk boards caused a fall.

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

See #7, above. Since the pain persisted, Nora is now being seen by a chiropractor who is recommending regular follow-up treatments.

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

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

Auto:	\$ <u>N/A</u>
Property:	\$ <u>N/A</u>
Personal injury:	\$ <u>pending</u>
Other: (Specify below)	\$ <u>unknown</u>
<b>TOTAL</b>	\$ <u>pending</u>

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

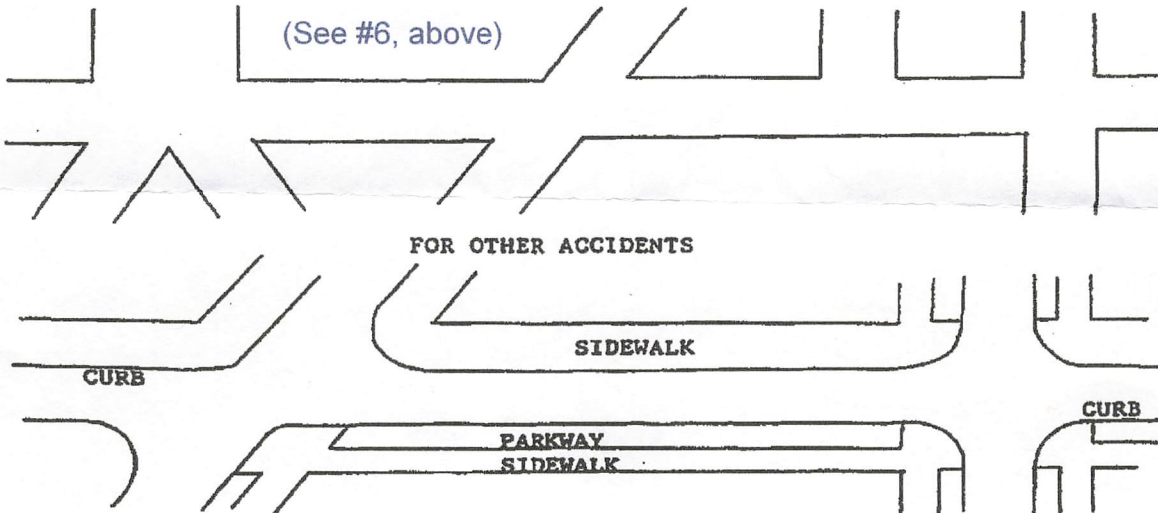
Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

Witness: Cynthia Witscher 1315 Wilson ST #B, Eau Claire, WI 54701

Medical care: Tenold Chiropractic 3814 Oakwood Hills PKWY, Eau Claire, WI 54701

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 Heidi Stephens - on behalf of Nora Gerber DATE 9/2/2024  
(Heidi Stephens, daughter of and POA for Nora Gerber)

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

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

Item 9.

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

**CLAIM**

Claimant's Name: Nora Gerber

Claimant's Address: 2026 Mittelstadt LN  
Eau Claire, WI 54703

Claimant's Phone No. 715-514-2815

Auto \$ N/A

Property \$ N/A

Personal Injury \$ pending

Other (Specify below) \$ unkown

**TOTAL** \$ pending

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 \$ pending.

SIGNED Heidi Stephens (Heidi Stephens) DATE: 9/2/2024

ADDRESS: 5312 S Alder ST, Tacoma, WA 98409, Cell phone: 253-830-4995

MAIL TO: CLERK'S OFFICE / Original mailed  
828 CENTER AVE #100 Copy emailed to: [jessica.grosshuesch@sheboyganwi.gov](mailto:jessica.grosshuesch@sheboyganwi.gov)  
SHEBOYGAN WI 53081

**CITY OF SHEBOYGAN  
R. O. 65-24-25**

**BY CITY CLERK.**

**OCTOBER 7, 2024.**

Submitting a Notice of Claim from C. Norris Law Group in regards to alleged personal injuries and civil rights violations of Tommie Dixon.

SEP 25 2024

# C. NORRIS LAW GROUP

September 9, 2024

**VIA FIRST CLASS U.S. & CERTIFIED MAIL**

City of Sheboygan - City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

<b>Re:</b>	<b>Our Client:</b>	<b>Tommie Dixon</b>
	<b>Date of Incident:</b>	<b>September 8, 2024, approx. 6:00pm</b>
	<b>Approximate Location:</b>	<b>Near 13th Street and Superior Ave. Sheboygan, WI</b>
	<b>Request:</b>	<b>Case Files, Body Camera Footage, and All Evidence</b>

Sir or Madam:

Please be advised that we are the attorneys for Tommie Dixon regarding claims for personal injuries and civil rights violations suffered by him on September 8, 2024, in the City of Sheboygan, and the State of Wisconsin.

Please transmit a copy of this letter to your insurance carrier or the City's legal counsel. If you do not have insurance, you may contact me directly, or have an attorney do so on your behalf. Please do not ignore this letter; to do so may have adverse consequences.

Very truly yours,  
*Cierra Norris*  
 Cierra N. Norris

C. Norris Law Group • 900 W. Jackson Blvd, Ste 6E, Chicago, IL 60607  
 P: (312) 625-6129 • F: (312) 374-6441 • [Evan@cnnorrislaw.com](mailto:Evan@cnnorrislaw.com)



# C. NORRIS LAW GROUP

## NOTICE OF ATTORNEY'S LIEN

City of Sheboygan - City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

**Re: Our Client:** Tommie Dixon  
**Date of Incident:** September 8, 2024, approx. 6:00pm  
**Approximate Location:** Near 13th Street and Superior Ave. Sheboygan, WI  
**Request:** Case Files, Body Camera Footage, and All Evidence

Sir or Madam:

PLEASE TAKE NOTICE THAT Tommie Dixon (hereinafter referred to as "the Claimant") has placed in my hands for collection a certain suit, claim, demand or cause of action against you for injuries and civil rights violations suffered by him on or about the 8th day of September, 2024.

You are hereby notified that the Claimant(s) entered into a contract with me to pay as compensation for services rendered and to be rendered in and about the prosecution of the said suit, claim, demand or cause of action, a sum equal to **40 percent** of any amount recovered by way of settlement or otherwise, prior to the actual trial of said cause in Court, and **40 percent** of any amount recovered after suit is started and the trial of said cause is begun.

You are further notified that by virtue of the Attorney's Lien Law of 1909, as amended, we claim a lien to the extent of our interest, as above set forth in said claim, demand, cause of action and suit at law, which said lien, by virtue of said law, attached to any verdict or judgment entered or to be entered in such suit or to any money or property which may be recovered by the Claimant(s) on account of such claim, suit, demand or cause of action from and after the service of this Notice.

*Cierra Norris*  
Attorney for Claimant

Cierra N. Norris  
**C. Norris Law Group, LLC.**  
900 W. Jackson Blvd., Suite 6E  
Chicago, Illinois 60607  
Tel.: 312.625.6129

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the above and foregoing Notice of Attorney's Lien was served upon the addressee by certified/return receipt mail and by facsimile on September 8, 2024.

*Cierra Norris*

C. Norris Law Group • 900 W. Jackson Blvd, Ste 6E, Chicago, IL 60607  
P: (312) 625-6129 • F: (312) 374-6441 • Evan@cnnorrislaw.com

**CITY OF SHEBOYGAN  
R. C. 266-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**APRIL 15, 2024.**

Your Committee to whom was referred R. O. No. 78-23-24 by City Clerk submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. 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

**CITY OF SHEBOYGAN  
R. O. 78-23-24**

**BY CITY CLERK.**

**DECEMBER 4, 2023.**

Submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Walmart Real Estate Business Trust c/o Wal-Mart Stores,  
Inc. vs. City of Sheboygan**Electronic Filing  
Notice**Case No. 2023CV000596  
Class Code: Money JudgmentFILED  
11-09-2023  
Sheboygan County  
Clerk of Circuit Court  
2023CV000596  
Honorable Angela W.  
Sutkiewicz  
Branch 3

Item 10.

CITY OF SHEBOYGAN  
828 CENTER AVENUE, SUITE 100  
SHEBOYGAN WI 53081

Case number 2023CV000596 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: 92a0d2**

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, 2023

FILED  
11-09-2023  
Sheboygan County  
Clerk of Circuit Court  
2023CV000596  
Honorable Angela W.  
Sutkiewicz  
Branch 3

Item 10.

STATE 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.: 23-CV-  
CASE CODE: 30301  
(MONEY JUDGEMENT:  
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 Mallery s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, 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 9<sup>th</sup> day of November, 2023.

MALLERY, S.C.

By: *s/ Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbehn@mallerysc.com](mailto:cstrohbehn@mallerysc.com)

RUSSELL J. KARNES

State Bar No. 1054982

Email: [rkarnes@mallerysc.com](mailto:rkarnes@mallerysc.com)

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

**P.O. ADDRESS:**

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

FILED  
11-09-2023  
Sheboygan County  
Clerk of Circuit Court  
2023CV000596  
Honorable Angela W.  
Sutkiewicz  
Branch 3

Item 10.

STATE 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.: 23-CV-  
CASE CODE: 30301  
(MONEY JUDGEMENT:  
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 Mallery, s.c., 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 2023 value with respect to the parcel of real property in the City known as parcel #59281-479120 (“the Property”), is no more than \$9,380,000 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 2023, 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 2023 value of the Property was set by the City Assessor's office at \$18,010,500.

6. Walmart timely filed an objection to the 2023 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, 2023 was no higher than \$9,380,000.

10. The 2023 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2023 was excessive.

11. Walmart is entitled to a refund of 2023 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, 2023 was no higher than \$9,380,000.

14. Upon information and belief, the 2023 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 2023 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 2023 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 2023 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 2023 value of the Property from \$18,010,500 to \$9,380,000, 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, 2023 was no higher than \$9,380,000.

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 9<sup>th</sup> day of November, 2023.

MALLERY, S.C.

By: s/ Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbehn@mallerysc.com](mailto:cstrohbehn@mallerysc.com)

RUSSELL J. KARNES

State Bar No. 1054982

Email: [rkarnes@mallerysc.com](mailto:rkarnes@mallerysc.com)

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

### 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 Real Estate Business Trust c/o Wal-Mart Stores, Inc.	Agent name (if applicable):* Mallery s.c.
Requestor's mailing address PO Box 8050, Bentonville, AR 72716	Agent's mailing address 731 N. Jackson Street, Suite 900 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 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address cstrohbehn@mallerysc.com / rkarnes@mallerysc.com

Property address 3711 South Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number 59281-473120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 18,653,800	
Property owner's opinion of value \$ 8,860,000	
Basis for request To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.	
Date Notice of Intent to Appear at BOR was given 09 - 12 - 2023	Date Objection Form was completed and submitted 09 - 12 - 2023

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.

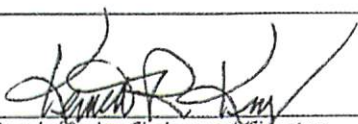
  
Requestor's / Agent's Signature

\*If agent, attach signed Agent Authorization [Form, PA-105](#)

#### Decision

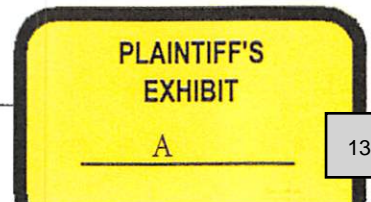
Approved       Denied

Reason \_\_\_\_\_

  
Board of Review Chairperson's Signature

9-13-2023  
Date

Taxpayer advised      9-13-2023  
Date



**CITY OF SHEBOYGAN  
R. O. 16-24-25**

**BY CITY CLERK.**

**JUNE 3, 2024.**

Submitting a Summons and Complaint in the matter of SCF RC Funding IV LLC vs. City of Sheboygan.

CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

PROCESS SERVER  
TIME 12:50 AM DATE 5/22/24  
 PERSONAL  SUBSTITUTE  
 POSTED  CORPORATE

Case number 2024CV000270 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: 6cc2e4**

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: May 13, 2024

FILED  
05-13-2024

Item 10.

Sheboygan County  
Clerk of Circuit Court  
2024CV000270  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center, Suite 520  
Princeton NJ 08540-653,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

---

SUMMONS

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THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 13th day of May 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

POST OFFICE ADDRESS:  
Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163

FILED  
05-13-2024

Item 10.

Sheboygan County  
Clerk of Circuit Court  
2024CV000270  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

---

SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center, Suite 520  
Princeton, NJ 08540-6531,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

---

COMPLAINT

---

SCF RC Funding IV, LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(12) and Wis. Stat. §74.37(3)(d), for the correction of the assessor’s assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2023, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.



3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

#### JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

#### BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9729 as of January 1, 2023.

8. For 2023, property tax was imposed on property in the City at the rate of \$16.128525 per \$1,000.00 of the assessed value for property.

9. For 2023, the City's assessor set the assessment of the Property at \$11,215,200.00.

10. Plaintiff appealed the 2023 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The City's Board of Review conducted a hearing and thereafter sustained the 2023 assessment on the merits at \$11,215,200.00.

12. The City imposed tax on the Property for 2023 in the amount of \$180,884.64.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2023, or the required installments thereof.

CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2023, was no higher than \$8,348,226.95.

16. Based on the average assessment to market value ratio of property in the City of 0.9729 as of January 1, 2023, the correct assessment of the Property for 2023 is no higher than \$8,121,990.00.

17. Based on the tax rate of \$16.128525 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2023 should be no higher than \$130,995.68.

18. The 2023 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2023 was excessive in at least the amount of \$49,888.96.

19. Plaintiff is entitled to a refund of 2023 tax in the amount of \$49,888.96, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. Judgment in the amount of \$49,888.96 as a refund of the 2023 taxes it paid on the Property, plus statutory interest.

2. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and

3. Such other and further relief as the Court deems appropriate and just.

Dated this 13th day of May 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

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Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163

**CITY OF SHEBOYGAN**

**R. O. 120-24-25**

**BY CITY CLERK.**

**MARCH 3, 2025.**

Submitting a Summons and Complaint in the matter of Roger Miller, Erik Thelen, Belle Ragins, John Ehmann, Kenneth Lisberg, Deborah Lisberg, Gregory Hopkins, Toni Destefano vs. City of Sheboygan Plan Commission and City of Sheboygan Zoning Board of Appeals.

FILED  
01-31-2025  
Sheboygan County  
Clerk of Circuit Court  
2025CV000072  
Honorable Rebecca L.  
Persick  
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30955.30952

ROGER G. MILLER  
an adult individual  
202 Pioneer Road  
Sheboygan, WI 53081

CASE NO.:

25CV72

and

ERIK A. THELEN  
and BELLE R. RAGINS  
adult individuals  
4933 Evergreen Drive  
Sheboygan, WI 53081

and

JOHN E. EHMANN  
an adult individual  
231 Edgewater Road  
Sheboygan, WI 53081

and

KENNETH J. LISBERG  
and DEBORAH A. LISBERG  
adult individuals  
415 Timberlake Road  
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and  
TONI J. DESTEFANO  
adult individuals  
346 Edgewater Road  
Sheboygan, WI 53081

Plaintiffs.

v.

CITY OF SHEBOYGAN PLAN  
COMMISSION  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN ZONING BOARD  
OF APPEALS  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

Defendants.

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### SUMMONS

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THE STATE OF WISCONSIN. To each person named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, 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 Courts, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 909 North 8<sup>th</sup> Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 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 31<sup>st</sup> day of January, 2025.

ROHDE DALES LLP

*Electronically Signed By*

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

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FILED  
01-31-2025  
Sheboygan County  
Clerk of Circuit Court  
2025CV000072  
Honorable Rebecca L.  
Persick  
Branch 4

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

ROGER G. MILLER  
an adult individual  
202 Pioneer Road  
Sheboygan, WI 53081

Case Code: 30955, 30952

CASE NO.:

and

ERIK A. THELEN  
and BELLE R. RAGINS  
adult individuals  
4933 Evergreen Drive  
Sheboygan, WI 53081

and

JOHN E. EHMANN  
an adult individual  
231 Edgewater Road  
Sheboygan, WI 53081

and

KENNETH J. LISBERG  
and DEBORAH A. LISBERG  
adult individuals  
415 Timberlake Road  
Sheboygan, WI 53081

and

GREGORY P. HOPKINS and  
TONI J. DESTEFANO  
adult individuals  
346 Edgewater Road  
Sheboygan, WI 53081

Plaintiffs,

v.

CITY OF SHEBOYGAN PLAN  
COMMISSION  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

and



CITY OF SHEBOYGAN ZONING BOARD  
OF APPEALS  
a public board  
828 Center Avenue  
Sheboygan, WI 53081

Defendants.

---

### COMPLAINT

---

**NOW COME** Plaintiffs Roger G. Miller, Erik A. Thelen, and Belle R. Ragins (collectively, "Plaintiffs"), by their attorneys, Rohde Dales LLP, and for their complaint against the City of Sheboygan Plan Commission and the City of Sheboygan Zoning Board of Appeals, allege as follows:

1. Plaintiff Roger G. Miller ("Miller") is an adult individual whose address is 202 Pioneer Road, Sheboygan, Sheboygan County, Wisconsin 53081.

2. Plaintiffs Erik A. Thelen ("Thelen") and Belle R. Ragins ("Ragins"), a married couple, are adult individuals whose address is 4933 Evergreen Drive, Sheboygan, Sheboygan County, Wisconsin 53081.

3. Plaintiff John E. Ehmann ("Ehmann") is an adult individual whose address is 231 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

4. Plaintiffs Kenneth J. Lisberg and Deborah A. Lisberg ("Lisbergs") are adult individuals whose address is 415 Timberlake Road, Sheboygan, Sheboygan County, Wisconsin 53081.

5. Plaintiffs Gregory P. Hopkins ("Hopkins") and Toni J. DeStefano ("DeStefano") are adult individuals whose address is 346 Edgewater Road, Sheboygan, Sheboygan County, Wisconsin 53081.

6. Defendant City of Sheboygan Plan Commission ("Plan Commission") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(1), and the City of Sheboygan Code of Ordinances, having the duties and responsibilities described therein.

7. Defendant City of Sheboygan Zoning Board of Appeals ("BOA") is a public board that is duly constituted, organized, and existing under the laws of the State of Wisconsin, Wis. Stat. § 62.23(7)(e), and the City of Sheboygan Code of Zoning Ordinances ("Zoning Ordinances"), having the duties and responsibilities described therein.

8. Miller owns a residential property with an address of 324 East Center Avenue, Unit #4, Sheboygan, Wisconsin 53081. This residential property is located in the City of Sheboygan.

9. On December 15, 2020, Kohler Company ("Kohler") was granted a conditional use permit ("CUP") by the Plan Commission to build a golf course just north of Kohler-Andrae State Park between the Black River and Lake Michigan.

10. Thelen and Ragins live approximately three quarters of one mile north of the proposed golf course.

11. Miller lives approximately one third of a mile north of the proposed golf course.

12. Ehman lives approximately one fourth of a mile north of the proposed golf course.

13. Lisbergs live directly adjacent to the northern boundary of the proposed golf course.

14. Hopkins and DeStefano live approximately one-fourth of a mile north of the proposed golf course.

15. The CUP, by its very terms, was ostensibly "tolled" until the time that all litigation regarding Kohler's ability to construct the golf course concluded.

16. The CUP also required, again by its very terms, that any revised site plans be submitted to the Plan Commission as a new application for a new CUP and approval prior to the commencement of construction.

17. The CUP's terms further mandate that Kohler obtain all necessary permits, including but not limited to a wetland fill permit.

18. On December 5, 2023, the Wisconsin Court of Appeals issued a ruling in the final remaining legal action pending relating to Kohler's legal ability to construct the golf course.

19. In that case, the court of appeals upheld the denial of Kohler's application for a wetland-fill permit from the Wisconsin Department of Natural Resources.

20. By the terms of the CUP and the apparent interpretation of City of Sheboygan Ordinance 105-998(i) by the Plan Commission, Kohler's CUP would expire if Kohler did not commence construction of the golf course within 365 days of December 5, 2023.

21. On November 12, 2024, the Plan Commission heard a petition from Kohler to extend the life of the CUP for an additional year.

22. The site plans submitted to the Plan Commission by Kohler with its application for the CUP in 2020 require amendments, for a variety of reasons, including but not limited to environmental changes caused by the changing water levels of Lake Michigan and the denial of a wetland fill permit.

23. Kohler did not submit new plans for the construction of the golf course prior to the Plan Commission's November 12, 2024, hearing to extend the 2020 CUP.

24. Miller spoke at the November 12, 2024, Plan Commission hearing in opposition to Kohler's application for a one-year extension of the CUP.

25. Ragins has a disability protected by the Americans with Disabilities Act ("ADA").

26. The posted agenda for the November 12, 2024, Plan Commission hearing did not list public comments; however, public comments were allowed.

27. The agenda instructed individuals with disabilities to contact the City Development Department for accommodations and required remote participants to request access at least 24 hours in advance.

28. Ragins followed these instructions, submitting an ADA request via phone and email.

29. Ellise Rose ("Rose"), the Associate Planner responsible for ADA compliance, confirmed in writing that she believed the Chair of the Commission would be allowing public comment in the meeting and that the public comment should be available to people attending virtually.

30. Ragins also left a voicemail with the City of Sheboygan Mayor's office, reiterating her request and the city's legal obligation under the ADA.

31. Rose then provided Ragins with a Microsoft Teams link for the meeting.

32. During the November 12, 2024, Plan Commission hearing, Ragins began speaking through the Microsoft Teams application during the public-comment portion of the hearing.

33. The Plan Commission told Ragins that she was not allowed to speak because she was not physically present at the hearing; told Ragins that online participants may only silently watch the hearing; and muted her audio, preventing Ragins from making her oral objections to Kohler's application for a one-year extension of the CUP and claimed that Ragins needed to be in person to convey her statement to the Plan Commission.

34. Beyond being denied the opportunity to speak, Ragins was also unable to observe the meeting, as the Microsoft Teams cameras remained off, restricting her to audio-only access.

35. John Belanger ("Belanger"), a member of the Plan Commission, is an employee of Kohler.

36. Despite being a Kohler employee and having a conflict of interest, Belanger did not recuse himself from the vote on Kohler's application for a one-year extension of the CUP.

37. Belanger openly voiced strong support for and ultimately voted in favor of the Kohler's application for a one-year extension of the CUP.

38. On November 12, 2024, the Plan Commission granted Kohler's application for a one-year extension of the CUP.

39. On December 16, 2024, Miller paid the filing fee and filed with the BOA a written appeal of the Plan Commission's decision to grant Kohler's application for a one-year extension of the CUP.

40. Miller's written appeal is attached as Exhibit A and is hereby fully incorporated in this complaint by reference.

41. In response to Miller's appeal, Kevin Sampson ("Sampson"), the chairman of the BOA, wrote a letter to Miller, stating that BOA did not have authority to hear Miller's appeal.

42. Sampson's letter is attached as Exhibit B and is hereby fully incorporated in this complaint by reference.

43. Upon information and belief, City Attorney Charles Adams ("Adams") "ghost wrote" the Sampson letter.

44. Adams orally advised the Plan Commission during the November 12, 2024, hearing on Kohler's application for a one-year extension of the CUP.

45. It was inappropriate for Adams to advise both the Plan Commission and the BOA. Because BOA was asked to review a decision of the Plan Commission, Adams should have referred the BOA and Sampson to other legal counsel to respond to Miller's appeal.

**CLAIM FOR RELIEF: COMMON LAW  
WRIT OF CERTIORARI AGAINST THE PLAN COMMISSION**

46. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

47. Wisconsin Statute § 62.23(7)(de)5, and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

48. Plaintiffs are not applicants for a conditional use permit and are challenging the actions of the Plan Commission in granting an extension of Kohler's CUP.

49. If there are no specific statutory rules or City of Sheboygan ordinances governing Plaintiffs' challenge of the Plan Commission's actions, Plaintiffs' claims are governed by the common-law writ of certiorari.

50. The CUP had already expired at the time that the Plan Commission ostensibly granted a one-year extension of the CUP, and thus the Plan Commission acted without authority.

51. Additionally, even if the CUP had not expired prior to November 12, 2024, the Plan Commission's decision to grant Kohler's one-year extension of the CUP was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, included the vote of a member who had a conflict of interest due to his employment with Kohler, was not supported by the evidence, and represented the Plan Commission's will and not its judgment.

**FIRST ALTERNATIVE CLAIM FOR RELIEF: STATUTORY  
WRIT OF CERTIORARI AGAINST THE BOA**

52. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

53. Wisconsin Statute § 62.23(7)(e) grants boards of appeals broad authority to review the decisions of municipal actors as those decisions apply to a municipality's zoning ordinances.

54. Wisconsin Statute § 62.23(7)(de)5. and City of Sheboygan Ordinance 102-998(n) only create an avenue for the applicant for a conditional use permit to appeal if its application for a conditional use permit is denied.

55. Plaintiffs are not applicants for a conditional use permit and are challenging the authority of granting of a conditional use permit, and thus the BOA has jurisdiction to hear Miller's appeal under the broad statutory grant of authority to BOA pursuant to Wisconsin Statute § 62.23(7)(e).

56. BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

57. Pursuant to Wisconsin Statute § 62.23(7)(e)10.a., the Court has authority to issue a writ of certiorari overturning BOA's decision.

**SECOND ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW  
WRIT OF CERTIORARI AGAINST THE BOA**

58. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

59. If the Court finds that Plaintiffs do not have an avenue pursuant to Wisconsin law to seek a writ of certiorari against the BOA, then the common law provides such an avenue.

60. And again, BOA's failure to hear Miller's appeal was deficient, was erroneous, was arbitrary, was oppressive, was unreasonable, was based on incorrect theories of law, was

based on advice made through legal counsel who had a conflict of interest, was not supported by any evidence, and represented Sampson's (or Adams's) will and not the judgment of BOA.

**THIRD ALTERNATIVE CLAIM FOR RELIEF: COMMON-LAW  
WRIT OF MANDAMUS AGAINST THE BOA**

61. Plaintiffs re-allege and incorporate all preceding paragraphs as if fully set forth herein.

62. Sampson's letter ostensibly denying Miller's appeal was not an actual decision of BOA, as Miller's appeal was not considered by the whole BOA nor was it voted on by the members of BOA.

63. As outlined in this complaint, Miller has a clear legal right to have his appeal heard by BOA because he timely filed the written appeal and paid the mandatory filing fee.

64. Wisconsin state law and City of Sheboygan ordinances create a positive and plain duty on the part of BOA to hear Miller's appeal.

65. If the Court finds that the writ of certiorari is not a proper remedy in this matter, then Plaintiffs will have no adequate remedy, other than a writ of mandamus.

66. Without the granting of the writ of mandamus, Miller will be substantially damaged because he will have not had a chance to have his appeal heard by BOA, an appeal that he is legally entitled to have heard.

**WHEREFORE**, Plaintiffs Roger G. Miller, Erik A. Thelen, Belle R. Ragins, John E. Ehmann, Kenneth J. Lisberg, Deborah A. Lisberg, Gregory P. Hopkins and Toni J. DeStefano seek judgment against the Defendants as follows:

A. That this Court issue a writ of certiorari against the Plan Commission declaring Kohler's CUP invalid;

B. In the alternative, that this Court issue a writ of certiorari invalidating BOA's decision to deny Miller's appeal and declaring Kohler's CUP invalid;



C. In the alternative, that this Court issue a writ of mandamus ordering BOA to hear

Miller's appeal; and

D. For such other and further relief as the Court may deem just and proper.

Dated this 31<sup>st</sup> day of January, 2025.

ROHDE DALES LLP

*Electronically Signed By*

s/Kyle Borkenhagen

A Member of the Firm

State Bar No. 1084544

Adam Vanderheyden

A Member of the Firm

State Bar No. 1107906

Attorneys for Plaintiffs

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[avanderheyden@rohdedales.com](mailto:avanderheyden@rohdedales.com)

P.O. Address:

909 North 8<sup>th</sup> Street, Suite 100

Sheboygan, WI 53081

Telephone: (920) 458-5501

Facsimile: (920) 458-5874

December 13, 2024

City of Sheboygan  
Building Inspection Department  
828 Center Avenue, Unit 208  
Sheboygan, WI 53081

Subject: **Application and Petition to City of Sheboygan Board of Appeals to Rescind the One-Year Time Extension Granted to Kohler Company's Conditional Use Permit for a Proposed Golf Course in Section 14, T. 14 N, R 23 E, Sheboygan County, Wisconsin**

Ladies and Gentlemen:

**This application and petition requests that the City of Sheboygan Board of Appeals (Board) rescind the one-year time extension recently granted by the City of Sheboygan Plan Commission to the Conditional Use Permit (CUP) that had been issued to Kohler Company for the proposed golf course in Section 14, T 14 N, R 23 E in Sheboygan County. This application is made pursuant to Section 15.912 – Appeals of Zoning Interpretations of the City of Sheboygan Zoning Ordinance, and may be used jointly or severally by any other petitions regarding this issue.**

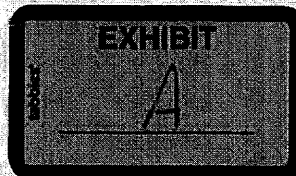
The subject CUP had been issued to Kohler Company on December 15, 2020, approximately four years ago. Section 15.905(9) on page 283 – **Time Limits on Development of Conditional Use**, on page 283 of the Zoning Ordinance, states that:

***The start of construction of any and all conditional uses shall be initiated within 365 days of their approval by the Plan Commission and shall be operational within 730 days. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use.*** Any request for extension of time must be made prior to such revocation. **Kohler's request for time extension is three years too late.**

**Because construction has not started, there was no CUP in effect** for the Plan Commission to recently extend in time. **The Plan Commission's recent granting of time extension was illegal.**

**Additional violations of Zoning Ordinance have been previously identified** by petitioner Thelen's June 16, 2021, letter to Mayor Ryan Sorenson as well as verbally by the author during the November 12, 2024, Plan Commission meeting. That was preceded by the author's written comments to the Plan Commission dated December 10, 2020, that were verbally summarized at the December 15, 2020 Plan Commission meeting during which time the subject CUP was approved. Additionally, Pines Bach's December 14, 2020 twenty pages of Written Comments outlined in detail many defects in the CUP application. These documents, as well as Midwest Environmental Advocates December 12, 2020 comments, **comprise Appendix A.**

**Kohler Company just recently requested this time extension in order to develop a new Site Plan** for the proposed golf course that avoids any filling of wetlands because **nearly six years ago** (on March 15, 2019), the **Wisconsin Division of Hearings and Appeals (DHA) REVERSED Kohler's permit** with DNR to fill 3.7 acres of wetlands (refer to **Appendix B**) **due to the extensive adverse environmental effects that would be caused by the project as a whole.** And DNR's March 31, 2017, **Endangered Resource Review (Appendix C)** identifies some of the species at risk.

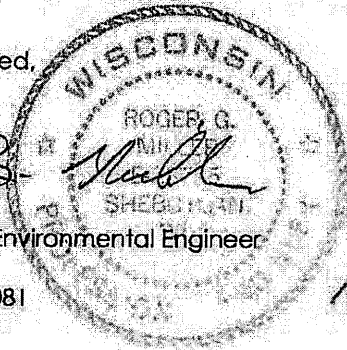


City of Sheboygan  
December 13, 2024  
Page 2 of 2

**This petition also applies to the Board for adjudication regarding the numerous violations of Zoning Ordinance during review and issue of the subject 2020 CUP that will need to be reviewed if Kohler Company applies for a new CUP, or for any other type of development that may be subsequently proposed.**

The remainder of this document summarizes information necessary to make an informed decision in response to this application as well as responding to any other parties petitioning on the subject CUP.

Respectfully submitted,



Roger G. Miller, PE, Environmental Engineer  
202 Pioneer Road  
Sheboygan, WI 53081

12/16/2024

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## INTRODUCTION

In addition to identifying the specific portions of the City of Sheboygan Zoning Ordinance that are most pertinent to the proposed golf course project that have been violated, **this petition offers recommendations for appropriate action by the Board.** It also offers more general recommendations to the city on how to **begin applying the Natural Resource Protection Regulations** (Subchapter 15-5) of the Zoning Ordinance relevant to the subject land as well as future projects involving wetlands, woodland, and shorelands, **and not affirm precedent for continuing to set them aside** as has been consistently done throughout the city's involvement with the subject proposed development.

This may also be useful for the Planning Department now and in the future as they're required to interpret the city's Zoning Ordinances and advise the Plan Commission. Further, it briefs City of Sheboygan elected officials, commissioners, and employees on the background of this case so that similar violations of Zoning Ordinance might be avoided in the future. While many people may not realize, Wisconsin Statute Chapter 946.12 makes it clear that it's important to not ignore ordinances because that constitutes official misconduct, which is a Class 1 felony.

### Proposed Golf Course Project Description

The development proposed by Kohler Company on the subject land is an 18-hole championship grade golf course. This would become the company's fifth course in the vicinity of Sheboygan which, along with The Bull at Pinehurst Farms nearby, would provide a sixth high grade course in the area. Together with five other courses around Sheboygan that are less challenging and are used by most local golfers, **the proposed development would become the ninth golf course with 18 holes within 6 miles of downtown Sheboygan,** and there are two additional nine-hole courses. Refer to Figure 1 – Golf Courses within 6 miles of Downtown Sheboygan. Appendix D provides additional information on these courses and how the state rates in attracting visiting golfers. **All of these existing local courses were constructed in areas of formerly tilled agricultural land** having predominantly clayey soils and involved few, if any, protected (by state law) wetlands.

**In contrast, the proposed golf course location is comprised of mature mixed deciduous-coniferous forest, river flood fringe wetlands, and isolated wooded wetlands, all of which are Protected Natural Resources under City of Sheboygan Zoning Ordinances.** Refer to Figure 2 – Proposed Golf Course Location. This project came under the jurisdiction of the City of Sheboygan Zoning Ordinances through Kohler's request for annexation of their land along with a substantial portion of the state park (refer to Figure 3).

The 2020 Site Plan for **the proposed golf course covers the eastern 184 acres** of the approximately 247-acre sum of the area of the Tax Key Parcels that are outlined in red in Figure 4 – Tax Key Parcel Map and tabulated below:

Tax Key Number	Area Composition (acres)		
	Wetland	Woodland	Total
59281328015	2.4	60.6	63.0
59281328016	10.2	19.5	29.7
59281328017	2.1	47.4	49.5
59281328018	6.5	71.9	78.4
59281328029	14.2	10.8	25.0
59281328027	0.0	1.3	1.3
	<b>Wetland: 35.4</b> <b>(10%)</b>	<b>Woodland: 211.5</b> <b>(90%)</b>	<b>246.9 Total</b>

This land has about 3/4's of a mile of Lake Michigan shoreline that is required by City Zoning Ordinance to remain in its "undisturbed state". The project is bounded by state park to the south and Black River and state park to the west, a large lot wooded residential subdivision to the north, and Lake Michigan shoreline to the east (refer to Figure 5 – State Property Map). Figure 6 shows the DNR mapped wetlands in the area, some of which are shown in the 2020 Site Plan to be filled, and woodlands would be clear cut adjacent to the wetlands that remain. The Site Plan also shows filling within the Flood Fringe of the Black River that is mapped in Figure 7, which is not allowable at either state or local levels of regulation.

The Site Plan for the course in the 2020 CUP is provided in Figure 8. It's described by Kohler to be a "minimalist" design that "may require more than 50% clear cut" as mentioned in the project's Environmental Impact Report (EIR). However, the Site Plan indicates approximately 75% "clear cut" of the project's woodland area, which is highlighted in pink on Figure 9 – Annotated 2020 Site Plan.

Kohler advises that the proposed course location is "ideal" because it's near Riverdale Country Club, and admirably compares it to the publicly owned golf course at Peninsula State Park that was started about 100 years ago on previously deforested land. That location is perched high on top of the Niagara Escarpment in an area that contains no wetlands, and its edges are high above the rocky and erosion-resistant shoreline of Green Bay. It has little in common with the proposed course.

Although not shown in the 2020 Site Plans, the Initial Site Plans prepared by Kohler Company had shown quarry stone revetment along about 2/3's of the shoreline in segments along the area marked with dashed black line on Figure 4. Because a revetment of that scale would require an Individual Chapter 30 Permit with DNR and the Army Corps of Engineers, which would be a permitting obstacle in addition to those the golf course project already faced, that issue has been deferred by not showing revetments on subsequent plans. Photos in Appendix E show the extensive revetments along Whistling Straits. In the meantime, several portions of the 2020 Site Plan's course of play are located lakeward of the present Ordinary High Water Mark (O.H.W.M.), extending beyond Kohler's riparian property boundary and onto shoreline that is held in trust by the state.

Because Kohler's permit to fill over 40 small wetlands and some of wetland area comprising the east edge of the flood fringe of the Black River (summing to 3.7 acres) was "REVERSED" in 2019 by the State of Wisconsin Division of Hearings and Appeals (DHA), Kohler recently informed the Plan Commission they will soon provide a revised Site Plan that will avoid filling any wetlands. This plan would need to accommodate the present O.H.W.M., which is at the toe of the erosion scarp caused by the 2016 through 2022 high water level period. However, that is moot for a golf course on the subject land for the reasons described in the next section.

## SUMMARY OF ZONING ORDINANCE VIOLATIONS AND BASIS OF APPEAL

**In addition to Plan Commission illegally recently extending the CUP for the course, the previous Planning Department staff had violated the portions of the Zoning Ordinance most pertinent to the proposed use and characteristics of the subject land.**

Development of a privately owned golf course (defined as *Outdoor Institutional* for which use classifications are cited in Table 15.204: Land Uses in Permanently Protected Green Space, page 113 of the Zoning Ordinance) **is not permitted** either by right, Special Use, or Conditional Use. And according to the 2020 Site Plan, **the entirety (100%) of the planned course is Permanently Protected Green Space** consisting of either Wetland, Woodland, or Lakeshore, **none of which are allowed to be disturbed** according to Table 15.204 and Subchapter 15-5. Additionally, all of the land is recharge.

As mandated by Table 15.204 as just described, a golf course on privately owned land is simply not allowable at the subject location. If the land was to be "publicly" owned (in this case by the city), its development could become allowable under CUP, but only if it didn't result in adverse environmental impacts. And that's not physically possible here.

In evaluation of the 2020 CUP application, the **Planning Department's Request for City Plan Commission Consideration** (refer to page 7 of Appendix F) **incorrectly treated the subject land that is privately owned, as public.** Zoning Ordinance affords more latitude for any city owned golf courses that are meant to be closely accessible to residents and economical enough for much of the public to afford.

Subsection (4) Natural Resource and Green Space Regulations and Requirements of Section 15.205 – **Regulations Applicable to All Land Uses** (page 114) requires that: "**All land use and/or development of land shall comply with the regulations and requirements of Subchapter 15-5** (refer to Appendix G), **pertaining to the protection of sensitive natural resources and required green space areas.** Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of health, safety, and general welfare of the residents of the City of Sheboygan and its environs."

The city's **Natural Resource Protection Regulations** (Subchapter 15-5, pages 197 through 206) of the Zoning Ordinance are specifically regulated "overlays" as **Permanently Protected Green Space.** In spite of these overlay requirements being **superior to all other layers of ordinance, the Plan Commission continues to set aside most of Subchapter 15-5** in the course of administering the subject CUP.

In order for the city to come into compliance with applicable zoning ordinances regarding the subject CUP, **each of the following violations outlined below justify and necessitate the Board in rescinding the Plan Commission's November 12, 2024, action to extend its time limit:**

- 1) **Section 15.905(9)** on page 283 - **Time Limits** on the Development of Conditional Use requires that construction shall start within 365 days to start construction, and the use shall be operational within 730 days, neither of which has been met. Because it had always been anticipated by the city and applicant that the project faced a number of permitting hurdles and potential for lawsuits, **in 2020 the Plan Commission should have instructed the applicant to defer application of the CUP until those were all resolved.**
- 2) **Section 15.008(2)** on page 3 – States that "no land shall be developed or used, and no structure erected or maintained in violation of any state or federal regulations". **DNR Wetland Ecologist (Patricia Trochell)** during the Wisconsin Division of Hearings and Appeals (DHA) hearings that resulted in REVERSAL of Kohler's permit to fill some wetlands testified (in Appendix B) that "**the project would not be in compliance with either S. 281.36, Stats. or ch. NR 103, Adm. Code.**"
- 3) **Section 15.306** on pages 183 through 186 - **Detailed Instructions for Density and Intensity Regulations:**

15.306(1) For Both Residential and Nonresidential Development:

(a) **Check Planning Recommendations** for the Subject Property

- 1) Check Comprehensive Plan Recommendations – City of Sheboygan Comprehensive Master Plans **had never anticipated the subject land to be annexed.**

- (b) **Check the Zoning of the Subject Property** – Upon annexation, the Planning Department assigned SR-5 (single family dwellings on lots of at least 6,000 square feet) zoning to the subject land. Although the proposed land use being a **golf course on privately owned land, which is an Outdoor Institutional Use (15.206(3)(d) on page 126), is an allowable Conditional Use In SR-5 zoning, see (c) below.**
- (c) **Complete a Natural Resources Site Evaluation** for the Site (pages 177 through 179): While recognizing 241 acres of the 247 acres of "proposed golf course property" is comprised of floodplain (58 acres), wetlands (6 acres), lakeshore (7 acres), woodlands (170 acres), the Worksheet (Exhibit 8 of the Planning Department's report "*Request for City Plan Commission Consideration*", in Appendix F, "*subtracts portions of natural resources made developable by using approved environmental mitigation techniques*" to provide a conclusion that the Net Developable Area (NDA) for the golf course is 172 acres. However, **the only provision provided by Kohler Company is a proposed payment into DNR's wetland mitigation fund for proposed filling of just 3.7 acres of wetland.** Correspondingly, the arithmetic on this Worksheet should have shown somewhere between 8 and 10 acres of NDA. However, **the entire area of the 2020 Site Plan is Permanently Protected Green Space, providing an actual NDA of 3.7 acres** by a proposed payment into a mitigation fund. But that doesn't make up for elimination of the globally rare interdunal wetlands being filled by this Site Plan. A "**Corrected**" *Site Evaluation Worksheet* tabulating conditions before any mitigation provisions are attributed is included in **Appendix G, Indicating zero NDA.**
- 4) **Section 15.204 (pages 112 and 113, refer to Appendix H) - Table of Land Uses Permitted in Permanently Protected Green Space Areas (page 113) does not allow Conditional Uses for Outdoor Institutional land use, as a golf course on privately owned land is classified, in wetlands, woodlands, or lakeshore. Because these comprise entirety of the subject land, the proposed development was and is not even eligible for any consideration under a CUP, much less meeting the criteria for granting a CUP.**
- 5) **Section 15.205 - Regulations Applicable to All Land Uses, Subsection (4) Natural Resources and Green Space Requirements (page 114, included in Appendix H): "All land use and/or development of land shall comply with all the regulations and requirements under Subchapter 15-5, pertaining to the protection of sensitive natural resources and required green space area. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation, which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the residents of the City of Sheboygan and its environs." The Planning Department's report to the Plan Commission for their consideration in issuing the subject CUP in 2020 functionally set these aside by misrepresenting how the regulations are to be applied.**
- 6) **Subchapter 15-5: Natural Resource Protection Regulations (pages 197 through 206, Appendix G): "The purpose of this Subchapter is to set forth the requirements for the mandatory protection of natural resources and permanently protected green space area within the jurisdiction of this Subchapter to ensure the implementation of the City of Sheboygan Comprehensive Master Plan and State of Wisconsin Statutes 62.231 and 87.30." Refer to Section 15.504 Wetland Overlay Zoning District, 15.505 Lakeshore Overlay Zoning District, 15.507 Woodland Overlay Zoning District, 15.508 Steep Slope Overlay Zoning District, and Section 15.509 Detailed Site Analysis, all of which were set aside by issuing the subject CUP in 2020. The topography and pattern of wetlands, woodlands, and shoreline of the subject parcel is a globally rare and of regional significance and the woods have**



been left undisturbed long enough to have acquired a substantial degree of "old growth" ecologic functionality. **These characteristics fully warrant the degree of specific protection provided by the City of Sheboygan Subsection 15-5 Natural Resource Protection Overlay requirements.** And if not, no land that exists in Sheboygan County, or even the state, does.

- 7) **Section 15.905 Conditional Use Review and Approval** (pages 279 through 284, Appendix I): "The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses." 15.905(d) on page 280: "Under this Chapter, a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the City Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole." **The applicant has not demonstrated this.** In fact, ecologist testimony in the DHA Reversal documents in detail myriad adverse impacts the proposed construction would have on the site's wetlands as well as the state park lands. To the neglect of this, Kohler's Environmental Impact Report (EIR) for the Site Plan of the proposed golf course that was submitted to the Planning Department (under staff that are no longer present) for their review and recommendation to the Plan Commission admitted there would be "some" adverse impact. Based on the environmental attributes of the subject land as documented in the extensive appendix of the EIR, and my review of the Site Plan and familiarity of the land, it is my opinion as a Professional Environmental Engineer with extensive experience in site and community planning and environmental resource preservation, enhancement, and restoration design that the adverse impacts on the wetlands, woodlands, and shoreland of the subject property would be major. And Section 15.905(1)(d) on page 280 states that "a proposed Conditional Use shall be denied unless the applicant can demonstrate, to the satisfaction of the Plan Commission, that the proposed Conditional Use will not create major undesirable impacts on nearby properties, the environment, nor the community as a whole". The Division of Hearings and Appeals March 15, 2019, record (Appendix B) that Reversed Kohler's permit to fill some wetlands describes in detail the manner and degree of adverse environmental impact that clear cutting the woodlands adjacent to the wetlands would have. Further, "clear cutting" (see page 123) is only allowable under Section 15.206(2) – Agricultural Land Uses (not Outdoor Institutional), and only if it "will improve the level of environmental protection on the subject property". As documented in Appendices A and B, the proposed clear cutting will not improve the level of environmental protection.
- 8) **Section 15.905(11)** on pages 283 and 284 require that "Modification, alteration, or expansion of any conditional use in violation as approved per (5)", which is Review by the Plan Commission and Public Hearing, "without approval by the Plan Commission, shall be grounds for revocation of said conditional use approval per (8)" (below) – Termination of an approved Conditional Use. During the November 12, 2024, Plan Commission meeting, Kohler Company reported that within several months they would be submitting to the Plan Commission a Site Plan that avoids filling any wetlands. Admirable as this may seem, the purpose is to avoid being held up any longer by the state. That's why they requested a time extension of one year of the CUP that had been granted in 2020. The scattered pattern of the isolated wetlands that the new plan will be intended to avoid filling will require major modification and alteration of the Site Plan that had been approved by the Plan Commission in 2020. The Plan Commission's recent granting of time extension in effect approved Carte Blanche that a new Site Plan (which has yet to be seen) meets applicable ordinances, with the City Attorney instructing the Plan Commission that they must provide Kohler's requested extension. This circumvents the required certification by the Zoning Administrator attesting that a Site Plan meets all applicable requirements. Because the Plan Commission cannot legitimately approve something that doesn't yet exist, this by itself is firm basis to revoke the time extension granted by the Plan Commission.

- 9) **Section 15.905(8)** on page 283 – **Termination of an approved Conditional Use:** states that "Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties." Violations 1 through 8 above, in combination with Appendices A and B, clearly describe how the subject CUP is not in compliance.

### **Appealing to the Board and How the Appellants and Others Are Aggrieved**

**The subject appeal is being brought to the Board primarily by those living closest to the subject land** that would be most directly affected by a development that violates applicable zoning ordinances. And from familiarity with the area, the appellants may be more environmentally aware of the adverse effects of habitat destruction and lakeshore encroachment than some urban residents. However, **the proposed project would have broad effects on all of our community and well beyond**, more so than any other case I expect this Board has previously been presented with. Just legally, the decision of this Board in response to this appeal will either:

- A) **Affirm precedence for the future for continuation of setting aside (violating) Subchapter 15-5: Natural Resource Protection Regulations** of the City of Sheboygan Zoning Ordinances, as has persistently been done to date for the subject proposed golf course project, or conversely.
- B) **Require that city administration consistently and correctly apply resource protection "overlay" land use regulations** of the Zoning Ordinance, as mandated by City Common Council legislation.

While the land subject to this appeal has the greatest degree and area of environmental significance of any other tract I've seen over 40 years of environmental engineering practice in this state, the generic subject at hand (of either following zoning ordinances or violating them) is also pertinent to future developments which at some time will include the wooded land the city has for decades owned in Section 10 just south of the city. More importantly, **the pending Board decision on the Kohler-owned land subject to this appeal will affect the community and the state park for many generations to come** in the manner described in more detail in subsequent sections of this report.

The Wisconsin Division of Hearings and Appeals REVERSAL of Kohler's wetland fill permit (**Appendix B**) summarizes the many ways in which the Site Plan for the proposed golf course will have very substantial adverse environmental impacts on the subject land, adjacent lands, and also the region. This includes testimony from DNR wetland ecologist Patricia Trochlell, UW Madison Lecturer Emeritus ecologist Quentin Carpenter, and ornithologist William Mueller. Mueller describes how the 243 bird species known to be present, many of which are Conservation Priority Species, will be adversely affected. **Appendix B is essential reading to understand the magnitude and degree of how the proposed golf course is a wholly unsuitable use**, which is consistent with City of Sheboygan Zoning Ordinances as previously itemized.

The simple question this appeal brings to the Board comes down to: **Did the Plan Commission (PC) recently apply applicable ordinances in their duties, procedures, and requirements under Sections 15.905 through Sections 15.933 in administering the subject project's Conditional Use Permit (CUP)?** Before getting into explanation of that, it's reasonable to first examine a question of: **what matter is it to the City of Sheboygan Board of Appeals to listen to local residents that can't vote in the city?**

City of Sheboygan Zoning Ordinance, Section 15.934(4) answers: "Appeals to the Board of Appeals may be taken by **any person aggrieved** or by any officer, department, board, or bureau of the city of Sheboygan **affected by any decision of the administrative officers.**" Allowing "any

person" to appeal is much broader "standing" than a civil court action requires. This is liberally appropriate for the Board's quasi-judicial role and process that most efficiently resolves zoning issues. The following is a summary of my professional opinion as an environmental engineer of some of the ways that the appellants, as well as other people in this area, are actually aggrieved.

**The nature and basis of how the appellants and others are aggrieved, is best described by the legislated basis of the city's regulations that are paramount to the physical characteristics of the land on which the subject golf course is proposed; Subchapter 15-5: Natural Resource Protection Regulations of the Zoning Ordinances. Under Section 15.502 – How to Use this Subchapter; "This Subchapter recognizes the important and diverse benefits which natural resource features provide in terms of protection of the health, safety, and general welfare of the community".**

The consequences of the extent and degree of natural resource and habitat destruction that's inherent in clear cutting much of the mature forest covering the subject land will range from **substantial to major**. And the adverse effect on the ecology of adjacent wetlands on the subject land and adjacent state park land will vary by specific location from major to devastating. The adverse effects of massive clear cutting of woodlands adjacent to wetlands that have not been planned to be filled is a major reason why DOA had REVERSED Kohler Company's permit with DNR to fill over forty rare and ecologically valuable small, isolated wetlands totaling 3.7 acres.

### **Wetlands and Woodlands Work Together**

Wetlands lose much of their ecologic function if the adjacent woodlands are disturbed because the species that depend on wetlands at the beginning of their life cycle depend on the woodlands during the adult phase. Extensive clear cutting of the woodlands along the entirety of the extensive wetland perimeters exposes the wetlands to very different physical conditions; including amount of sunlight, micro-climate, and predation of amphibians, which are all adverse impacts.

The adverse environmental impact of clear cutting along both sides of the remaining rare swale wetlands that aren't shown to be filled in the 2020 Site Plan will be **ecologically devastating**. So even though they can no longer be legally filled, clear cutting adjacent to them will be just as bad. Appendix J includes some information on some of the species that require woodlands adjacent to wetlands for survival. Life span for many of the salamanders range from as long as 10 to 25 years.

These ridge and swale wetlands are "areas of special natural resource interest" that warrant rigorous protection from both direct and indirect adverse impacts as provided by enforcement of the City of Sheboygan Natural Resource Protection Regulations. Wetland ecologist Patricia Trochell in her testimony to DHA summarized "floristic integrity is rate high to exceptional", and "the wetlands on the site that would be impacted by the project include hardwood swamp, Great Lakes ridge and swale, southern sedge meadow, alder thicket and interdunal wetlands." Further, "The wetland and upland plant communities on this site are extremely rare and require the specific environment and geographical location the Kohler site provides in order to survive. **The extremely rare intact wetland complex is irreplaceable**. The wetlands rank high to exceptional for functional values and the direct, secondary and cumulative loss of these functional values would be significant."

The record (Appendix B) of DHA's REVERSAL of Kohler's wetland fill permit contains information that is essential reading for the Board members and any other officials in making any decisions regarding the subject CUP or any other proposed development on this land. Decision without that will constitute an action not based on adequate information, similar to the reason DHA revoked the wetland permit that had been issued under political pressure in contrast to very strong recommendation by DNR staff to not issue.



*Looking south into the northern edge of the woodlands that would be clear cut to accommodate the proposed golf course.*



*The proposed golf course site plan shows clear cutting of the woods directly adjacent to both edges (left and right) of the elongated interdunal wetland in the photo center. This would expose the wetland to full sunlight, which would have devastating adverse effects on its ecologic functions.*

## Woodlands and Air Quality

The effects of extensive clear cutting aren't just ecological. **Forests everywhere on the planet are the primary scrubbers of atmospheric carbon dioxide from the atmosphere as photosynthesis harvests carbon and discharges oxygen.** That's why you feel more energized walking through a forest mid-day to mid-afternoon on a calm summer day. While taking in carbon dioxide, **trees also sequester air pollutants. This is critically important along our lakeshore.**

The reason **Sheboygan County is an ozone "non-attainment"** zone has little to do with the relatively limited local emissions. It's primarily from auto exhaust from the large metro area from Chicago and through Milwaukee channeling along the lakeshore by a "shore breeze" from the southeast (as it appears to us at land elevation) underneath vertical confinement of the gentle westerlies that are common during summer. While sailing far out in the lake on days like that you can often see a tan smudge at low elevation along the entire visible shoreline. **Clear cutting thousands of trees for the proposed golf course at this location is not trivial in terms of local air quality.**

Another attribute of woodlands is **the topsoil that develops over time in temperate climates is a net carbon "sink"**. A golf course that attracts players from around the county and globe, which shifts a substantial amount of fossil carbon to the atmosphere to get them here, in combination with reduction of carbon sequestration on the site they play due to deforestation, is not "carbon friendly". The U.S and China have caused 2/3's of the anthropogenic increase in atmospheric carbon to date. Both continue to do so. And the U.S. expels about 2/3's of that. While we live in relative luxury climate and food security-wise even though we're nearly half the cause of carbon dioxide increase, the adverse effects of this are most exerted on the geographic regions elsewhere that are naturally more climate stressed.

## Lakeshore

**The sandy shores of Lake Michigan naturally respond dramatically to the large range (six feet vertically) of water level variations** (refer to Historic Lake Michigan-Huron Water Levels and the ACOE schematic cross sections in **Appendix K**), resulting in the position of the calm water level changing as much as 100 yards. Private riparian land ownership ends at Ordinary High Water Mark (O.H.W.M.). The O.H.W.M. *"is the point on the bank or shore up to which the presence and action of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation or other easily recognized characteristic"*. Appendix K includes the method required by DNR to determine the O.H.W.M. at any location.

The 2020 Site Plan that had been approved by the Plan Commission used an O.H.W.M. that was surveyed in 2012 when the water level was at an historic low, with the O.H.W.M. correspondingly being at an easterly extreme. This is why that Site Plan showed some eastern edges of the course of play extending eastward beyond the present O.H.W.M. that developed during the 2016 through 2022 high water period. **This defect in the 2020 Site Plan, as well as some of the other violations of Zoning Ordinance, are summarized in the author's December 10, 2020, Written Public Comment – Conditional Use Permit Application provided to the Plan Commission included in Appendix A.** The correct present position of the O.H.W.M. along the subject shoreline is mapped on Figures 8 and 9.

Beginning in about 1980, DNR's guidance for minimum setback of development from the O.H.W.M. of Lake Michigan was 100 feet to provide a nominal service life of 50 years in consideration of average long term natural shore erosion rates. Soon thereafter all lakeshore counties adopted this in their Shoreland Ordinances, including Sheboygan County. And statutory minima are not optima. In general, capital improvements should be located as far inland from the O.H.W.M. as feasible to avoid having to construct a revetment in the future.

More recently, the 100 feet setback was unadvisedly reduced by the state legislature to 75 feet to match that of inland lakes, which aren't subject to the natural recession of Lake Michigan shores. Accordingly, Section 15.505 - Lakeshore Overlay Zoning District parts (1) and (4) on pages 200 and 201 of the city's Zoning Ordinance requires that "all areas within 75 feet of the ordinary high water mark" "shall remain in an undisturbed state". And the 50 feet setback that applies to the urban areas of the city, as cited by the Planning Department's review of the 2020 Site Plan, is not applicable.

Where revetments become needed to protect structures that have been built too close to the lakeshore, they must be tucked into the toe of the most recent wave erosion scarp so they only go to work during onshore storms during high water levels. The rest of the time, they become buried by dune development.

**A better alternative to revetments is "beach nourishment", which is the only method of erosion protection that is sustainable along sandy shorelines of this magnitude.** It is substantially less cost than revetments, and can maintain the shoreline in an "undisturbed state" by allowing dune formation. In addition to beach nourishment enhancing the functionality and desirability of any property, the adjacent reaches of shoreline both north and south likewise benefit.

An example of similar scale of beach nourishment is the area where sand dredged from the entrance of Sheboygan's Outer Harbor was deposited along the shoreline to the south which has maintained a wide beach since then. Prior to that, during the 1985-1987 high water period, there was little to no beach, and storm waves washed into the east end of Indiana Avenue. Aerial photos of this area in 1971 through 2022 in Appendix L show how effective beach nourishment can be.

### RECOMMENDED BOARD OF APPEALS ACTION

Without the state's wetland fill permit, Kohler's 2020 project Site Plan became obsolete. Consequently, **the present tactic to further pursue construction of the proposed golf course is to avoid filling any wetlands** so the project can no longer be held up by the state. The state NR regulations can only disallow the filling of wetlands, and they don't regulate woodlands. However, the City of Sheboygan Zoning Ordinances do, as previously outlined.

In any case, **not filling any wetlands necessitates development of a new Site Plan**, which Kohler company has said they expect to submit to the Plan Commission in several months. However, **that endeavor is moot because the proposed use of the land as a privately owned golf course is specifically disallowed by municipal ordinance in Permanently Protected Green Space (Wetlands, Woodlands, Shoreline)** that comprise all of the subject land, as previously described.

That's where things presently stand regarding the subject CUP. **This places the issue of whether or not the city will continue to violate its Natural Resource Protection Regulations entirely in the hands of the Board, and nobody else.** This appeal is justified for any one of the reasons outlined in the previous section of this report. These document how **city administration has thoroughly and persistently violated mandatory minimum requirements** of the City of Sheboygan Zoning Ordinance in relation to the subject CUP.

To conform with Zoning Ordinances applicable to the CUP issued to Kohler Company for construction of a proposed golf course, **this petition recommends that the Board of Appeals consider the following actions which amount to no more than requiring the Planning Department and Plan Commission to not violate applicable ordinances:**

- a) Pursuant to Section 15.905(9); **affirm that the subject CUP had automatically become revoked on December 15, 2022**, thus rendering the Plan Commission's action on November 12, 2024, null, void, and moot.
- b) **Affirm that Subchapter 15-5 Natural Resource Protection Regulations are, due to the natural characteristics of the subject and the adjacent land and shoreline, applicable mandatory minimum requirements for any type of land use or development that must go through planning procedures required by applicable provisions of the Zoning Ordinance.** Administration of zoning ordinance for any type of development on it **requires evaluation by qualified ecologists** to determine the necessary habitat protective distances that any land disturbance must be kept away from wetlands, as well as any additional habitat considerations. In this case, this should be retained by the Planning Department in collaboration with the Town of Wilson Plan Commission (because the subject land is entirely surrounded by Town land) but reimbursed by the landowner in accordance with ordinance). This is warranted because the applicant has proven that direct retention by them does not result in an Environmental Impact Report providing objective and actionable quantification of potential adverse environmental impacts of a proposed development.
- c) Pursuant to Section 15.505(4); **affirm that the Lake Michigan shoreline shall remain in its "undisturbed state, except for uses permitted in Section 15.204 per the requirements of Subsection 15.206(10)".** And for this intent and purpose, **no revetments should be constructed.** Revetments can interfere with natural beach and near shore sand bar dynamics throughout the large range (six feet in elevation) of Lake Michigan water levels. **If protection from wave erosion is desired or needed in the future, it should consist only of "beach nourishment" designed and permitted in accordance with DNR and Army Corps of Engineers standards.**

### Why These Violations Occurred

Most instances of violation of law occur due to competing values, in this case golf and some income vs the environment and the law. However, the **monetary benefits anticipated from a project are not an aspect of consideration in zoning administration.** That's why there is no mention of it in zoning ordinances. If that was a criterion, there would be no traction for zoning law and therefore no need for zoning ordinances because no owner applies for a permit for a project they expect to be an economic disadvantage. And examination of Kohler's emphasis on the economic impacts of the proposed course reveals it to be a miniscule increase in Sheboygan County's healthily growing \$7 billion gross annual economy, while exerting about a 0.1% increase in demand for labor in an already labor short market. So not only are these factors irrelevant with respect to zoning ordinance administration, they're unsubstantial to slightly negative.

In contrast, **the city's Natural Resource Protection Regulations are mandatory.** This is particularly germane to the subject land that may be the most unique and important tract of relatively undisturbed natural environment that exists in the county, if not the state.

The applicant touts the unobstructed view of the lake for the course's golfers provided by the project's necessary massive clear cutting of the forest. That view can more easily and economically be enjoyed by anyone visiting Kohler-Andrae State Park, or walking along the subject land's shoreline. It doesn't necessitate clear cutting of trees or destruction of natural habitat. Earliest origins of golf date back to the late 1200's on open grounds in Holland, with further development of the game along the east coast of Scotland in the 1500's on grassy dunes that aren't agriculturally productive and were considered "wastelands". Golf is not suited to woodlands, thus the proposed 75% clear cut.

Upon Pete Dye seeing the location of the subject proposed golf course some years ago, he had been quoted as saying something to the effect that this location is a "sandbox to play in"; that is provided you get most of the trees out of the way. Kohler comforts that clear cutting much of the forest will get rid of the profusion of barberry (an invasive ornamental shrub) they've avoided controlling. Young barberry shoots are easily pulled up by gloved hand. Mature bushes require more handwork.

Examination of golf publications and websites reveals little interest beyond just the game and scenic views from courses. However, beauty is in the eye of the beholder. It was reported that some of the young DNR staff that were on site to verify its natural conditions had tears in their eyes upon seeing what would be destroyed. Those were not tears of joy. From an environmental engineering perspective, **clear cutting mature forest to build a golf course is a very poor use of woodland natural resources, not to mention the adverse effects on the wetlands.**

**Mankind is perpetrating the greatest rate of mass extinction of plants and animals since a sizable meteor struck the planet just north of the Yucatan peninsula about 65 million years ago. It is the increments of habitat destruction that we are conducting individually and cumulatively that are the cause. The purpose of the Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance is to avoid contributing to that here.**

In addition to all of the preceding content of this application, the next section provides some general perspective on habitat destruction **for consideration by the Zoning Administrator as required by Section 15.912(5)** on pages 296 through 297 **to provide a report to the Board summarizing if the appeal is "in conflict with the provisions of the City's Comprehensive Master Plan or Zoning Ordinance"** as relating to the Board's pending consideration of the appeal regarding the Plan Commission's recently granted time extension to the subject CUP.

### COMPLEX INTERACTIONS OF HABITAT DESTRUCTION

The Wisconsin Division of Hearings and Appeals' reversal of Kohler's permit to fill some wetlands was based more on the adverse effects of the project's planned clear cutting and bulldozing of mature forest along the extensive edges of the wetlands that remain rather than just the filling of 3.7 acres of rare wetland type. This is because **wetlands lose much of their ecologic function if the adjacent uplands are disturbed** because the life cycle of many amphibian species depends on undisturbed woodlands adjacent to wetlands.

Small wetlands that are shown on the 2020 Site Plan have, by virtue of diminutive size and isolation, unusually high and unique ecologic function. They provide amphibian spawn, egg, and larvae stage habitat free from larger amphibian and fish predation. The small salamanders that inhabit this area live from 5 to 25 years, depending on the species. By day they hide and stay moist under undisturbed forest floor leaf detritus, rotting logs, and rocks, most emerging at night to feed on insects, worms, spiders, and slugs.

**Replacing woodlands adjacent to the wetlands with mowed turf has almost as much adverse impact as filling the wetlands.** Due to their mostly unseen existence, there's little public awareness of our local salamanders. Appendix J includes excerpts from a book available for purchase in the state park's office that provides some more information on these secretive little critters, as well as a surprising number of different woodland frog species. Some of these are nocturnal and seldom seen.

While small, isolated wetlands surrounded by undisturbed woodlands can have enhanced habitat value, **forest fragmentation by clear cutting wide swaths and leaving small, isolated patches generally has a negative effect on woodland habitat value.** Information on other mammals native to this area is provided by books available for purchase at the state park office or by loan from



Mead Library. Individuals of each species have their own territories, and habitat range and wildlife corridors are important.

Bird species are much more varied than the mammals, amphibians, and reptiles here, considering both year-round residents and migratory species along the lakeshore. Moving on down the food chain, the variety of native habitats provided by the subject land hosts a wide variety of insects, spiders, slugs, worms, and a few types of snails, not to mention many types of plants and fungi comprising the ground floor of the ecosystem. Mostly unseen below are the many sub-microscopic species of "animals" and thousands of microscopic flora and fauna that occupy woodlands. All of these work together, and each part is interdependent, to form the fabric of natural life. **And these woodlands, which have been left undisturbed for approximately 150 years, have developed a substantial portion of "old growth" ecologic value.**

In contrast, **mowed monoculture lawns provide relatively little natural habitat value.** This is why the city has Subsection 15-5 in its Zoning Ordinance. Further, golf course maintenance requires closer cut and more fertilizer and pesticide application than common lawns. This additionally diminishes habitat value. In contrast to clayey soils elsewhere, it not possible to prevent leaching of fertilizer and pesticides into the sandy soils comprising all land east of the Black River, **so some contamination of the shallow ground water table would be inevitable.** There are many reasons why golf courses are required to be under the control of Conditional Use Permits.

### THIS PROJECT'S BROADER ISSUES OF LAND USE ADMINISTRATION

I had personally advised the Planning Director at that time of the non-feasibility of a golf course at the subject location some years ago, upon first hearing of public notice of Kohler's impending annexation request. His response was, "It's premature for me to evaluate that because the land is not yet in my jurisdiction." I next asked: "Why assign SR-5 dense residential zoning when the proposed use is a golf course?", to which he responded, "That will give them the greatest flexibility in developing the land." It's not plausible to be unaware of the ordinances that one's department is responsible for administering any more than it's plausible to be unaware that the land is all heavily and contiguously forested. The aerial photos comprising Figures 2 through 7 clearly show that.

Violation of City of Sheboygan's Natural Resource Protection Regulations have occurred on each occasion that any issue relating to the Conditional Use Permit (CUP) for the proposed golf course has come before city administration since the application for the proposed golf course project was submitted by Kohler Company to the city in 2020. This bias of seeing fit to violate ordinances was predisposed by the annexation initiative and agreement between Kohler Company and the city in 2017.

Kohler's purpose for annexation was to bring the golf course into the zoning administration jurisdiction of the city even though the city's very thorough, thoughtful, and detailed specific *Natural Resource Protection Regulations* functionally preclude any feasibility of the proposed project as has been explained herein. These ordinances set much greater restriction on the subject land than it was subject to while in the Town of Wilson. **So the basis for Kohler Company's request for annexation was confidence in the city setting aside applicable ordinances. While this has been a reliable assumption to date, it has been in violation of law.**

The Mayor and Planning Director at the time Kohler Company approached the city responded by concertedly promoting what they perceived as very expansive potential for additional annexations. This, and Kohler's project, were apparently considered to be more important than local land use law, particularly **the Natural Resource Protection Regulations which are most germane to municipal expansions onto undeveloped land.**

**It will be in the public interest** for the present remaining and any new Planning Department staff, the Plan Commission, as well as the present and any future mayors, **to chart a course for lawful administration of Zoning Ordinance.**

**CLOSURE**

From having analyzed and designed many dozens of projects, both large and small, throughout and around the City of Sheboygan and hundreds throughout the eastern half of the state, I advise that **there has not been in the past, and there will not be in the future, a more important need for due diligence administration of the City of Sheboygan Natural Resource Protection Regulations** than the issue herein presented to the Board.

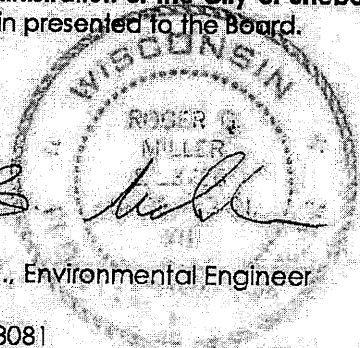
Sincerely,



*Roger G. Miller*

Roger G. Miller, P.E., Environmental Engineer  
202 Pioneer Road  
Sheboygan, WI 53081

*12/16/2024*



**LIST OF APPENDICES**

Figures 1 through 9:

- Figure 1: Golf Courses within 6 Miles of Downtown Sheboygan
  - Figure 2: Proposed Golf Course Location
  - Figure 3: Annexation
  - Figure 4: Tax Key Parcel Map
  - Figure 5: State Property Map
  - Figure 6: DNR Mapped Wetlands Map
  - Figure 7: Flood Fringe Map
  - Figure 8: 2020 Site Plan
  - Figure 9: Annotated 2020 Site Plan
- A) Prior Comments During CUP Process Reciting Violations
  - B) Wisconsin Division of Hearings and Appeals 3-15-2019 REVERSAL of DNR Wetland Fill Permit, including ecologist testimony.
  - C) DNR 3/31/2017 Endangered Resources Review
  - D) Information on other golf courses and Wisconsin status as a golfing destination
  - E) Whistling Straits shoreline photos
  - F) 12-11-2020 Planning Department Request for City Plan Commission Consideration, and Kohler Company CUP application
  - G) Subchapter 15-5: Natural Resource Protection Regulations of the City of Sheboygan Zoning Ordinance
  - H) Pertinent excerpts of the City of Sheboygan Zoning Ordinance:
    - Section 15.008(2) Application (pg 3), "no land shall be developed in violation of state law"
    - Table 15.204 Land Uses Permitted in Permanently Protected Green Space (pg 113)
    - 15.205(4) Regulations Applicable to Natural Resources and Green space (pg 114)
    - 15.206 Selective and Clear Cutting only a Conditional Use in Agricultural (pg 122)
    - 15.206(3) Active Outdoor Public Recreational and Outdoor Institutional (pg 124-126)
    - 15.206(8) Filling not allowed in Permanently Protected Green Space (pg 160)
    - 15.206(10)(d) Natural Resource Disruption and Required Mitigation (pg 169-170)
    - 15.908 Site Plan Review and Approval (pg 286-291)
    - 15.912 Appeals of Zoning Interpretation (pg 296-298)
    - 15.931 Purpose of Administrative Regulations (pg 326-327)
    - 15.934 Zoning Board of Appeals (pg 328-332)
  - I) Section 15.905: Conditional Use Review and Approval of the City of Sheboygan Zoning Ordinance
  - J) Excerpts from Reptiles & Amphibians Field Guide
  - K) Lake Michigan Water Levels, ACOE shore cross section schematics, and OHWM
  - L) Aerial Photos of Beach Nourishment



January 3, 2025

Roger Miller  
 202 Pioneer Road  
 Sheboygan, WI 53081

Dear Mr. Miller:

I serve as the chair of the City of Sheboygan's zoning board of appeals. As such, I work with staff to set meetings of the Board and create the agendas for those meetings. The Board's authority, set forth in § 105-1011(a), Sheboygan Municipal Code ("Code"), is to review and determine all matters relating to requested variances from the provisions of the city's zoning ordinance or appeals regarding an interpretation of the zoning administrator of the zoning ordinance.

On December 16, 2024, the City received an appeal from you of the November 12, 2024, decision by the Sheboygan Plan Commission to grant an extension of a Conditional Use Permit to the Kohler Property for its property located on the south side of Sheboygan near Lake Michigan and Kohler-Andrae State Park. I have consulted with legal counsel for the City in determining the appropriate procedural response to your appeal.

You describe your appeal as being pursuant to Section 15.912 of the City of Sheboygan Zoning Ordinance. No such ordinance presently exists, but I suspect you are referring to § 105-1003, Code, which descends from the former 15.912.

The code section to which you refer relates to appeals of zoning interpretations by the zoning administrator, who is the person the City authorizes to make administrative decisions under its zoning ordinance.

The matter to which your appeal refers was not decided by the zoning administrator or any other administrative official. Conditional use permits are governed by Wis Stat. § 62.23(7)(de) and § 105-998, Code. The provisions of those laws do not authorize a zoning board of appeals to hear appeals related to conditional use permits. Rather, they provide that such appeals are made to the circuit court by certiorari. (See Wis Stat. § 62.23(7)(de)(5) and § 105-998(n), Code.) The appeal process parallels the appeal process for matters heard by the zoning board of appeals.

As such, the zoning board of appeals does not have the authority to hear your appeal and I will not be placing it on the agenda for hearing. Your proper appeal should have been to file a certiorari petition with the circuit court.

Thank you for your concern for the City.

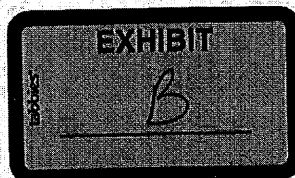
Sincerely,

Kevin Sampson  
 Chair, Zoning Board of Appeals  
 828 Center Ave., Suite 308  
 Sheboygan, WI 53081

DEPARTMENT OF  
 PLANNING AND  
 DEVELOPMENT

828 Center Avenue  
 Sheboygan, WI 53081

cc: Roger Miller - miller.r@city.sheboygan.wi.us



FILED  
01-31-2025

Item 10.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Roger G Miller et al vs. City of Sheboygan Plan  
Commission et al

Electronic Filing  
Notice

Sheboygan County  
Clerk of Circuit Court  
2025CV000072  
Honorable Rebecca L.  
Persick  
Branch 4

Case No. 2025CV000072  
Class Code: Petition for Writ of Mandamus

CITY OF SHEBOYGAN PLAN COMMISSION  
828 CENTER AVE.  
SHEBOYGAN WI 53081

Case number 2025CV000072 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: 889100**

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: February 3, 2025

**CITY OF SHEBOYGAN  
R. O. 42-24-25**

**BY CITY CLERK.**

**AUGUST 5, 2024.**

Submitting a Summons and Complain in the matter of Shirley Winkleman vs.  
Sheboygan Police Department.

Shirley Winkleman vs. SHEBOYGAN POLICE  
DEPARTMENT

**Electronic Filing  
Notice**

Case No. 2024SC001373  
Class Code: Sm Claim, Claim Under \$ Limit

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN WI 53081

Case number 2024SC001373 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.

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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: d0779e**

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

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

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

Sheboygan County Circuit Court  
Date: July 23, 2024

To all litigants,

**SUBSTANTIAL CHANGES** were made to the Sheboygan County Small Claims rules in April, 2020. It is important that you follow the procedures below carefully. Court staff cannot make exceptions for individuals who do not follow the Small Claims procedures set forth below.

**PLEASE NOTE: ALL PARTIES MUST READ “THE ABBREVIATED GUIDE TO SMALL CLAIMS” AVAILABLE ON THE SHEBOYGAN COUNTY OFFICIAL WEBSITE, sheboygancounty.com. THE DOCUMENT IS AVAILABLE ON THE PAGES OF BOTH THE CLERK OF COURTS OFFICE AND THE FAMILY COURT COMMISSIONERS OFFICE.** If necessary, a paper copy of the Guide can be obtained in person from the Clerk of Courts office. Failure to read and follow all rules in the Guide and this letter may result in adverse consequences to parties failing to follow the applicable law and procedure.

Additional assistance can be found at <https://www.wicourts.gov/services/public/selfhelp/smallclaims.htm> .

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

This letter will provide important information regarding the initial appearance in this matter. Information on the next steps in the process are in The Abbreviated Guide referenced above.

Initial appearances are conducted in writing only. **DO NOT COME TO THE COURTHOUSE IN PERSON ON THE RETURN DATE.** All answers are to be e-filed or submitted by mail only.

The **PLAINTIFF** does not need to file a letter of appearance, but Proofs of Service and non-military service must be filed with the Clerk of Courts office by noon on the Friday before the date of the scheduled initial appearance. The proof of Non-Military Service can be found at [wicourts.gov](http://wicourts.gov), under Form, Circuit Court, General, Form GF-175. Submission through the e-filing system or by mail is strongly preferred.

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

- You may submit your answer through the e-filing system or by mail. Defendants should receive a copy of the answer form with the complaint. If you do not have a form, it can be downloaded at [wicourts.gov](http://wicourts.gov), under “Forms,” “Circuit Court,” “Small Claims”. Form SC5200V. Answers must be received by the Clerk of Courts Office by noon of the Friday before the scheduled initial appearance date. A copy also must be mailed to the plaintiff or his or her attorney at this time as well.



- If you do not receive notice of the claim in enough time to efile or mail in a written answer, you may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will answer the phone. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be returned. You must leave your name, address, telephone number and case number. Please state **ONLY** that you are entering a denial. **DO NOT** give the reasons for your denial. If this is an **EVICTION OR REPLEVIN** action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a **MONETARY ACTION ONLY**, you must file a written, detailed answer with the Clerk of Courts and the plaintiff within 10 days of your scheduled initial appearance date.

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

Eviction hearings will continue to be scheduled before the circuit court branches on the Mondays following the return date. Notice will be sent to the parties informing them of the date and time of their appearance and procedures for attending to the hearing. If you do not receive notice by the Thursday after the initial appearance, litigants should check the CCAP website or call the Clerk of Courts Office to verify your next appearance date.

The procedures for fact finding hearings before the Court Commissioner are detailed in the Abbreviated Guide to Small Claims. Dates and instructions for appearing at the hearing will be forwarded to the parties as the hearings are scheduled. Please note that, as scheduling permits, hearings will be held in the order in which cases were filed. Absent extraordinary circumstances (such as documented life-threatening illness), no exceptions will be made to this rule.

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

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

Sincerely,

Susan M Schaubel  
Assistant Court Commissioner

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

**Answer and Counterclaim  
(Small Claims)**

Case No. \_\_\_\_\_

**ANSWER**

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

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.
Check the box if you need more room and attach any additional pages.  <i>See Pre-Judgment: Basic Steps to Small Claims Service (SC-6050V).</i>

1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.
- OR-**
2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows:  **See attached** for additional information.
- \_\_\_\_\_
- \_\_\_\_\_

### Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

I/We do not have a counterclaim/demand against the plaintiff(s).

**Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.**

I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ \_\_\_\_\_, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain why the court should award you what you are asking for.

\_\_\_\_\_

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

**NOTE:** Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

**Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.**

**Follow local rules for filing and serving.**

### Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.

▶ \_\_\_\_\_  
Defendant's Signature

▶ \_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Law Firm and Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address Telephone Number

\_\_\_\_\_  
Telephone Number Date

\_\_\_\_\_  
Date State Bar No. (if any)

If an attorney is completing this form, enter your information.

This form is also available in Spanish. (Este formulario está disponible en español.)

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

The plaintiff is the person bringing the law suit. Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

Plaintiff: Shirley A. Winkelman, 6 Dakota Trail, Sheboygan WI 53081

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

See attached for additional plaintiffs.

-VS-

If this is an Amended Complaint, check the box. Enter the case number given you by the Clerk.

To: Defendant(s): Sheboygan Police Dep, 1315 N 23rd St, Sheboygan, WI 53081

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

See attached for additional defendants.

For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.

On the far right: Check one of the boxes to show what type of small claims case you are filing.

Note: The clerk will provide the phone number for the disability box.

CLERK CIRCUIT COURT FILED 2024 JUL 19 PM 3:07 SHEBOYGAN COUNTY WISCONSIN Hon. Angela Sutkiewicz

Amended

Summons and Complaint (Small Claims)

Case No. 24SC1373

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

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

One or both parties require the services of an interpreter. Which party? Which language? Complete and file the Interpreter Request (GF-149) form.

SUMMONS

Do not check either of these boxes.

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

To the Defendant(s):

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

You must appear at the time and place stated.

AND / OR (circle one, if applicable)

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

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

When to Appear/File an Answer

Date AUG 19 2024 Time 8:30 AM

Place to Appear/File an Answer

Sheboygan County Courthouse Clerk of Courts 615 N 6th Street Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature: Christa Kenig

Date Summons Issued JUL 23 2024

Date Summons Mailed

# COMPLAINT

## Plaintiff's Demand:

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

Check the box for the type of small claims case you have filed.

See Basic Guide to Wisconsin Small Claims Actions (SC-6000V).

Briefly explain the facts and why the court should award you what you are asking for.

**For Eviction Actions:** If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

**If you need more room, check this box and attach additional sheets.**

Check if you are the plaintiff or the attorney.

1. Plaintiff demands judgment for: *(Check as appropriate)*

Claim for Money \$ 10,000

Tort/Personal injury \$ \_\_\_\_\_

Return of property (replevin) *(Describe property in 2 below.)*  
*(Not to include Wis. Stats. 425.205 actions to recover collateral.)*

Eviction

Eviction due to foreclosure

Return of Earnest Money

Confirmation, vacation, modification or correction of arbitration award.

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

2. Brief statement of dates and facts:

*(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)*

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

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

I am the  plaintiff.

attorney for the plaintiff.

Enter your or your attorney's name and date.

▶ Shirley A Winkelman  
Plaintiff

\_\_\_\_\_  
Attorney's Signature

Print or type your name.

SHIRLEY A WINKELMAN  
Name Printed or Typed

\_\_\_\_\_  
Attorney's Name Printed or Typed

Enter your or your attorney's phone number.

6 DAKOTA TRAIL  
Address

\_\_\_\_\_  
Attorney's Address

An attorney must enter his or her State Bar Number, law firm and address.

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Attorney's Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
State Bar No (if any)

**COPIES:** For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

7-19-23

Item 10.

in 2023 - I called police, as my neighbor Sandy Vanerme used her buzzer to ~~attack~~ me: I would call the police my yard lights would go on, of course she would turn off, at this time I had 4 cameras around my house, of course being 90 years old I must have problems?

2024 I was told at the Police Department the woman in front office told me Sandy can do anything she wants to me, and I could do nothing about it. they would not take any of my calls.

She placed a tracker under my house & knew where I was at all times. bugged me when I was in the bathroom (no windows) camera # 6 was installed

Shirley A Winkelman

I call this elder abuse 1933 - 7-13-33

182

Duty served this 24 day of JULY 2024  
at 8:45 AM PM UPON MESSY MAILMAN  
as personal or substituted service  
at 1315 N. 23RD ST SHEBOYGAN  
(Street address or location) (City, Town, Village)  
Sheboygan County, Wisconsin  
by BREIDUNG Title DEPUTY  
Sheboygan County Sheriff's Department

**CITY OF SHEBOYGAN  
R. O. 85-24-25**

**BY CITY CLERK.**

**DECEMBER 2, 2024.**

Submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan.



FILED  
11-07-2024

Item 10.

STATE OF WISCONSIN                      CIRCUIT COURT                      SHEBOYGAN

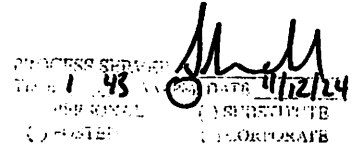
SCF RC Funding IV LLC vs. City of Sheboygan

Electronic Filing  
Notice

Sheboygan County  
Clerk of Circuit Court  
2024CV000668  
Honorable George A  
Limbeck  
Branch 5

Case No. 2024CV000668  
Class Code: Money Judgment

CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081



Case number 2024CV000668 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: f82798**

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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 8, 2024

FILED  
11-07-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000668  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center Blvd., Suite 520  
Princeton NJ 08540,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

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SUMMONS

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THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of November 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

POST OFFICE ADDRESS:  
Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163

FILED  
11-07-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000668  
Honorable George A  
Limbeck  
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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SCF RC FUNDING IV LLC,  
a foreign limited liability company,  
902 Carnegie Center Blvd., Suite 520  
Princeton, NJ 08540,

Plaintiff,

vs.

Case No. \_\_\_\_\_  
Case Code: 30301

CITY OF SHEBOYGAN,  
a municipal corporation,  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081,

Defendant.

---

COMPLAINT

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SCF RC Funding IV, LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(12) and Wis. Stat. §74.37(3)(d), for the correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2024, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

#### JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

#### BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9729 as of January 1, 2023.

8. For 2023, property tax was imposed on property in the City at the rate of \$16.128525 per \$1,000.00 of the assessed value for property.

9. For 2024, the City's assessor set the assessment of the Property at \$12,444,100.00.

10. Plaintiff appealed the 2024 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The BOR waived the hearing of Plaintiff's objection pursuant to Wis. Stat. §70.47(8m).

12. The effect of the BOR's waiver is the disallowance of Plaintiff's claim of excessive assessment, and maintenance of the 2024 assessment of the Property, without a hearing, at \$12,444,100.00.

13. The City BOR's disallowance of Plaintiff's claim of excessive assessment entitles Plaintiff to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

#### CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2024, was no higher than \$8,121,990.00.

16. Based on the average assessment to market value ratio of property in the City of 0.9729 as of January 1, 2023, the correct assessment of the Property for 2024 is no higher than \$7,901,884.07.

17. Based on the tax rate of \$16.128525 per \$1,000.00 of assessed value, the correct amount of property tax on the Property for 2024 should be no higher than \$127,445.69.

18. The 2024 assessment of the Property, as set by the City's Board of Review was excessive in at least the amount of \$4,542,215.93, and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution.

19. As a result of the excessive assessment of the Property, Plaintiff will pay an excessive amount in property tax for 2024 on the Property.

20. Plaintiff is entitled to a correction of the 2024 assessment of the Property to not more than \$7,901,884.07, and a refund of taxes paid for 2024 in excess of the amount that would

be due based on a Property fair market value of \$8,121,990.00, plus statutory interest on that excessive amount.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. A determination that the assessment of the Property for 2024 should be no higher than \$7,901,884.07;
2. A determination that the fair market value of the Property for 2024 should be no higher than \$8,121,990.00.
3. Judgment in the amount of the value of taxes paid for 2024 in excess of the amount that would be due based on a Property fair market value of \$8,121,990.00, plus statutory interest on that excessive amount.
4. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and
5. Such other and further relief as the Court deems appropriate and just.

Dated this 7th day of November 2024.

ROGAHN JONES LLC  
Attorneys for Plaintiff  
Electronically signed by Terry J. Booth

*/s/ Terry Booth*

---

Terry J. Booth  
State Bar No. 1014691  
tbooth@rogahnjones.com

POST OFFICE ADDRESS:  
Rogahn Jones LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Telephone: 262.527.1163

**CITY OF SHEBOYGAN  
R. O. 89-24-25**

**BY CITY CLERK.**

**DECEMBER 2, 2024.**

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.



11/18 6:44  
12:57

FILED  
11-08-2024

Item 10.

Sheboygan County  
Clerk of Circuit Court  
2024CV000669  
Honorable Samantha R.  
Bastil  
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WAL-MART STORES INC.,  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72712,

Plaintiff,

Case No.: 24-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)

v.

CITY OF SHEBOYGAN,  
828 Center Avenue, Suite 103  
Sheboygan, WI 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 6th Street, Sheboygan, Wisconsin 53081, and to Mallery, s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, Milwaukee, WI 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 8<sup>th</sup> of November, 2024.

MALLERY, S.C.

By: Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbehn@mallerysc.com](mailto:cstrohbehn@mallerysc.com)

RUSSELL J. KARNES

State Bar No. 1054982

Email: [rkarnes@mallerysc.com](mailto:rkarnes@mallerysc.com)

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

Attorneys for the Plaintiff

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WAL-MART STORES INC.,  
702 SW 8<sup>th</sup> Street  
Bentonville, Arkansas 72712,

Plaintiff,

v.

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

Defendant.

Case No.: 24-CV-  
Case Code: 30301  
(Money Judgment: Over \$10,000)

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**COMPLAINT**

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Plaintiff Wal-Mart Stores Inc. (Walmart), by its attorneys Mallery, s.c., 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 2024 value with respect to the parcel of real property in the City known as parcel #59281-479120 (the Property), is no more than \$9,380,000, 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 2024, 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 72712. 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 103, within the City.

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

#### **Background Facts**

5. The 2024 value of the Property was set by the City Assessor's office at \$20,564,500.

6. Walmart timely filed an objection to the 2024 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.

8. The value of the Property as of January 1, 2024 was no higher than \$9,380,000.

10. The 2024 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2024 was excessive.

11. Walmart is entitled to a refund of 2024 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, 2024 was no higher than \$9,380,000.

14. Upon information and belief, the 2024 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 2024 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 realleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2024 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 2024 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 2024 value of the Property from \$20,564,500 to \$9,380,000, 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, 2024 was no higher than \$9,380,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

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

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

Dated this 8<sup>th</sup> of November, 2024.

MALLERY, S.C.

By: Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: [cstrohbehn@mallerysc.com](mailto:cstrohbehn@mallerysc.com)

RUSSELL J. KARNES

State Bar No. 1054982

Email: [rkarnes@mallerysc.com](mailto:rkarnes@mallerysc.com)

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: [sbailey@mallerysc.com](mailto:sbailey@mallerysc.com)

Attorneys for the Plaintiff

**P.O. ADDRESS:**

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

### 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) * Mallery, s.c.
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address 731 North Jackson Street, Suite 900 Milwaukee, WI 53202
Requestor's telephone number ( 479 ) 204 - 3838 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number ( 414 ) 271 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address cstrohbehn@mallerysc.com/rkarnes@mallerysc.com

Property address 3711 South Taylor Drive, Sheboygan, WI	
Legal description or parcel number 5921-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 20,564,500	
Property owner's opinion of value \$ 9,380,000	
Basis for request To take matter directly to Circuit Court.	
Date Notice of Intent to Appear at BOR was given 09 - 06 - 2024	Date Objection Form was completed and submitted 09 - 06 - 2024

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 Caplana*

Requestor's / Agent's Signature

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

**Decision**

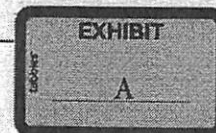
Approved  Denied

Reason \_\_\_\_\_

*Michael J. Henderson*  
Board of Review Chairperson's Signature

9-11-24  
Date

Taxpayer advised 9-12-24



FILED

11-08-2024

Item 10.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Stores Inc. vs. City of Sheboygan

Electronic Filing  
Notice

Case No. 2024CV000669

Class Code: Money Judgment

Sheboygan County  
Clerk of Circuit Court  
2024CV000669  
Honorable Samantha R.  
Bastil  
Branch 1CITY OF SHEBOYGAN  
828 CENTER AVENUE, SUITE 103  
SHEBOYGAN WI 53081

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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: 5b6768**

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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 8, 2024



**CITY OF SHEBOYGAN  
R. O. 97-24-25**

**BY CITY CLERK.**

**JANUARY 6, 2025.**

Submitting a Summons and Complaint in the matter of Planet Home Lending, LLC vs.  
Breanna Crump et al.

**STATE OF WISCONSIN                      CIRCUIT COURT                      SHEBOYGAN**

**Planet Home Lending, LLC vs. Breanna Crump et al                      Electronic Filing Notice**

Case No. 2024CV000717  
Class Code: Foreclosure of Mortgage

**FILED**  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN WI 53081-4442

Case number 2024CV000717 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.

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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: 4adc27**

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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  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

**STATE OF WISCONSIN**

**CIRCUIT COURT**

**SHEBOYGAN COUNTY**

Planet Home Lending, LLC  
321 Research Parkway, Suite 303  
Meriden, CT 06450

**SUMMONS**

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Breanna Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

John Doe Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

The United States of America  
c/o US Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202  
&  
c/o US Attorney General  
950 Pennsylvania Ave NW, Rm B-103  
Washington, DC 20530-0001

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Community First Credit Union  
2626 S Oneida St  
Appleton, WI 54915-2101

Defendants.

**THE STATE OF WISCONSIN**

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45

days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of December, 2024.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
091168F01

Address of Court:  
Sheboygan County Courthouse  
615 N. Sixth Street  
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

**STATE OF WISCONSIN**

**CIRCUIT COURT**

**SHEBOYGAN COUNTY**

Planet Home Lending, LLC  
321 Research Parkway, Suite 303  
Meriden, CT 06450

**COMPLAINT**

**Plaintiff,**

vs.

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

Breanna Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

John Doe Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

The United States of America  
c/o US Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202  
&  
c/o US Attorney General  
950 Pennsylvania Ave NW, Rm B-103  
Washington, DC 20530-0001

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Community First Credit Union  
2626 S Oneida St  
Appleton, WI 54915-2101

**Defendants.**

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Breanna Crump.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$106,362.39 together with interest from the 1st day of June, 2024.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(c)1. with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Crump has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Breanna Crump and any such interest is subject and subordinate to the plaintiff's mortgage.

**WHEREFORE, the plaintiff demands.**

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the

provisions of Section 846.101(2)(c)1. of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 6th day of December, 2024.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

**NOTE**

FHA Case No.

[Redacted]

Group

[Redacted]

Loan #

[Redacted]

MIN:

January 22, 2021  
[Date]

Shaboygan,  
[City]

Wisconsin  
[State]

2325 N 6TH ST, Shaboygan, WI 53083  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$114,977.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is Planet Home Lending, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

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

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on February 1, 2021, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 69197, Baltimore, MD 21264-9197 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$469.38.

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

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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[Redacted]

**EXHIBIT A**



**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of any overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

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

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further



notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Breanna Crump (SEAL)  
- BORROWER - Breanna Crump

[Sign Original Only]

Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [REDACTED]  
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [REDACTED]



Initials: B.C.



EXHIBIT A

Document Title: Mortgage

After Recording Return To:  
Planet Home Lending, LLC  
1795 International Way  
Idaho Falls, ID 83402  
ATTN: c/o First American Mortgage Solutions

Parcel ID Number: 59281008370

2108389  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
02/05/2021 02:48 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
TRANSFER FEE:  
EXEMPTION #  
Cashier ID: 8  
PAGES: 16

[Space Above This Line For Recording Data]

**MORTGAGE**

Group  
Loan #: [REDACTED]  
M/N: [REDACTED]  
MERS Phone: 1-888-679-6377  
PIN: 59281008370  
Case #: [REDACTED]

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated January 22, 2021, together with all Riders to this document.
- (B) "Borrower" is BREANNA CRUMP, SINGLE WOMAN. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.
- (D) "Lender" is Planet Home Lending, LLC. Lender is a Limited Liability Company organized and existing under the laws of Delaware. Lender's address is 321 Research Parkway, Suite 303, Meriden, CT 06450.
- (E) "Note" means the promissory note signed by Borrower and dated January 22, 2021. The Note states that Borrower owes Lender One Hundred Fourteen Thousand Nine Hundred Seventy-Seven And 00/100 Dollars (U.S. \$114,977.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2051.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the

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**EXHIBIT B**

Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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EXHIBIT B

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 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 the COUNTY of Sheboygan: **SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**.  
which currently has the address of **2325 N 5TH ST, Sheboygan, WI 53083** ("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 and cancelling 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.

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

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan

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**EXHIBIT B**

current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

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.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and

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EXHIBIT B

in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This

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**EXHIBIT B**

insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance


FHA Wisconsin Mortgage - 09/15 (rev. 6/16)

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**EXHIBIT B**



  
 claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for

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EXHIBIT B

[REDACTED]

enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking,

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destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and

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**EXHIBIT B**

(e) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it

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EXHIBIT B



might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (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. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had



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occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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EXHIBIT B

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the

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**EXHIBIT B**

same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Breanna Crump (SEAL)  
 - BORROWER - Breanna Crump

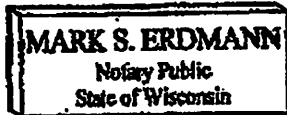
[Space Below This Line For Acknowledgment]

State of Wisconsin

County of Sheboygan

This record was acknowledged before me on January 22, 2021, by

Breanna Crump



[Signature]  
 Notary Public  
 Commission Expires 11/15/2023  
 My Commission Expires: \_\_\_\_\_

Initials: BC

EXHIBIT B



Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [REDACTED]  
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [REDACTED]

This instrument was drafted by:  
elliott pimentel  
Planet Home Lending, LLC  
105 Maxess Rd., Suite N107  
Melville, NY 11747

FHA W/escrow Mortgage - 09/15 (rev. 6/16)

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**EXHIBIT B**

**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Sheboygan, County of Sheboygan, State of WI, and is described as follows:

Lot 16 Block 1, except the North 24 feet of the East 36 feet thereof, Lake Heights Addition in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Being the same property conveyed from Andrew R. Benton, a single person, to Breanna Crump by deed dated October 15, 2019 and recorded on December 30, 2019 in Instrument No. 2084278.

APN: 59281008370

**EXHIBIT B**

American Land Title Association  
Insurance

Commitment for Title  
2021 v. 01.00 (07-01-2021)

Year: 2024

Owner(s): Breanna Crump

Parcel#: 59281008370

Short Legal: LAKE HEIGHTS LOT 16 EXCEPT THE E 36' OF THE N 24' THERE OF BLK 1

District/Township: City of Sheboygan

Base Installment: \$2,013.63 Installment paid

Assessed Value: \$140,900.00

Past Due Amounts?: No

Tax Sale?: No

Notes: N/A

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-Is Property Plated: Yes

---

-HOA: None

Recorded CCRs: No

---

~Possible Mobile/Manufactured Home: No

---

#### RECORDED DOCUMENTS

~Your Mortgage:

From: Breanna Crump, single woman

To: Mortgage Electronic Registration Systems, Inc., as nominee for Planet Home Lending,

LLC

Amount: \$114,977.00

Dated: January 22, 2021

Recorded on: February 05, 2021

Recording Info: 2108389

~Mortgage:

From: Breanna Crump, single woman

To: Secretary of Housing and Urban Development

Amount: \$5,025.22

Dated: May 21, 2024

Recorded on: July 8, 2024

Recording Info: 2165793

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#### COURT PLEADINGS

~Judgment

In Favor Of: City of Sheboygan

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions: Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**LIEN REPORT**

American Land Title Association  
Insurance

Commitment for Title  
2021 v. 01.09 (07-01-2021)

**Against: Breanna Crump**  
**Amount: \$250.00**  
**Entered On: November 29, 2023**  
**Case#: 2024TJ000082**

**-Judgment**

**In Favor Of: Community First Credit Union**  
**Against: Breanna Rochelle Ceara Crump**  
**Amount: \$334.85**  
**Entered On: November 20, 2024**  
**Case#: 2024SC001830**

**TAX WARRANTS - None**

**-Searched Parties: Breanna Crump, Andrew R. Benton, Michael J. Maxel, Victoria L. Maxel**

THIS DOCUMENT WAS LEGALLY SERVED ON  
12.12.24 AT 4:00 AM/PM

BY: Sara Conrad

**CREAMCITY**  
PROCESS  
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**L&EN REPORT**