

*****ATTACHMENTS*****

II

3.1

R. O. No. 170 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Sheboygan Paper Box Co. v. Wisconsin Department of Revenue.

FAP

CITY CLERK

STATE OF WISCONSIN
TAX APPEALS COMMISSION

SHEBOYGAN PAPER BOX CO,

DOCKET NOS. 21-MR-194,
21-MR-195 AND 21-MR-196

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters
as follows:

Items Received: Petitions

Date Received: March 19, 2021

By: Regular mail

Filing Fees Received: 3 \$25 fees

The docket numbers shown above are assigned to these matters and should
be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of
the Wisconsin Department of Revenue and the clerk of the municipality listed on the
Notices of Determination.

Dated at Madison, Wisconsin, this 19th day of March, 2021.

WISCONSIN TAX APPEALS COMMISSION



Emma Mruz, Legal Assistant
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Bob Hill
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

Sheboygan Paper Box Co

PETITION FOR REVIEW OF
 DETERMINATION BY STATE BOARD OF
 ASSESSORS FOR MANUFACTURING
 PROPERTY
 (Personal Property Assessment)
 (Real Property Assessment)
 (Manufacturing Penalty Assessment)

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8907
 MADISON, WISCONSIN 53708
 Respondent.

FILED

MAR 19 2021

Wisconsin Tax Appeals Commission
 Emma Mruz - Legal Assistant

21-MR-194

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

1.	Full name, address & telephone number of petitioner: Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001329									
3.	Address of personal property: 716 Clara Ave Sheboygan, WI	4.	Assessment date: 2020									
5.	Value as determined by the State Board of Assessors: (Personal Property Assessment Only)											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Manufacturer's stock</td> <td style="width: 50%;">Furniture & fixtures</td> </tr> <tr> <td>Boats & watercraft</td> <td>All others</td> </tr> <tr> <td>Machinery & equipment</td> <td>Total value</td> </tr> </table>				Manufacturer's stock	Furniture & fixtures	Boats & watercraft	All others	Machinery & equipment	Total value			
Manufacturer's stock	Furniture & fixtures											
Boats & watercraft	All others											
Machinery & equipment	Total value											
6.	Value as determined by the State Board of Assessors: (Real Property Assessment Only)											
<table border="1" style="width: 80%; margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20%;">Land</td> <td style="width: 30%;">\$157,900</td> <td style="width: 50%;"></td> </tr> <tr> <td>Improvement</td> <td>\$2,447,000</td> <td></td> </tr> <tr> <td>Total</td> <td>2,604,900</td> <td></td> </tr> </table>				Land	\$157,900		Improvement	\$2,447,000		Total	2,604,900	
Land	\$157,900											
Improvement	\$2,447,000											
Total	2,604,900											
7.	Penalty amount: (Manufacturing Penalty Assessment Only)											
Date Wisconsin Standard Manufacturing Property Report Form was filed:												

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.
 It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.
 Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	\$	
Improvements	\$	
Total	\$1,441,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any: Robert Hill Law, Ltd. (Robert A. Hill) 1161 Wayzata Blvd E, #399 Wayzata, MN 55391 (952) 426-7373	Signature of owner/representative: <i>/s/ Robert A. Hill</i>
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This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

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

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

COPY

SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-169-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001329

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

AND:

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	<u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u>	<u>REVISED 2020 FULL VALUE ASSESSMENT</u>	<u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u>	<u>REVISED 2020 EQUATED VALUE ASSESSMENT</u>
LAND	\$157,900	NO CHANGE	\$128,000	N/A
IMPROVEMENT	\$2,447,000	NO CHANGE	\$1,984,000	N/A
TOTAL	\$2,604,900	NO CHANGE	\$2,112,000	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of February 2021

cc: Robt A Hill / Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By:


Timothy J Drascic, Chairman

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is sustained - no further action is required.
- If the assessed value is reduced, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is increased, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is sustained, no further action; no change in taxes.
- If the assessed value is reduced, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is reduced, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is increased, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

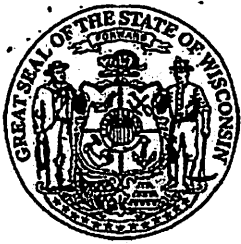
Municipality

- If the assessed value is sustained, no change in taxes.
- If the assessed value is reduced, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (<http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf>), the amount of the rescinded/ refunded tax must have been \$500 or more or your tax district must have accumulated a total of at least \$5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to lgs@revenue.wi.gov.
- If the assessed value is increased, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is reduced, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.
- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (<http://www.federalreserve.gov/releases/h15/data.htm>)



Wisconsin State Board of Assessors
 Real Property Addendum
 Manufacturing & Utility Bureau

COPY

Appeal #	81-169-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001329
Local Parcel #	59-281-318401
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	716 Clara Ave.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

"The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

"Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

The 2020 full value assessment and the appellant's opinion of value as stated on the objection form are as follows:

2020		
Parties Opinions of Value		Difference (%)
DOR 2020 Full Value Assessment	\$2,604,900	
Appellant's Opinion of Value	\$1,441,000	
Reduction requested	(\$1,163,900)	-44.7%

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
 - Subject is located south of Downtown and south of the Sheboygan River in an area developed with a mix of residential and commercial uses.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently occupied by the appellant: Sheboygan Paper Box Co.
 - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 3.347-acre parcel
- Subject is large facility of 135,292 sf
 - The plant was constructed in stages beginning in 1930, with numerous building additions with the most recent in 2017
 - Exterior is composed of tilt-up concrete, brick and masonry
 - Building does have functional obsolescence factors to consider as many additions were built over the years resulting in a less than ideal layout
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.
- 2018 full value assessment of \$2,529,000.
 - Improvements square footage was increased from 106,884 to 134,672 as a result of an addition.
 - 2018 Assessment was not appealed to the BOA.
- 2019 full value assessment of \$2,529,000.
 - 2019 Assessment was not appealed to the BOA.
- 2020 full value assessment of \$2,604,900.
 - Economic increase of \$75,900 was added
 - 2020 Assessment was appealed to the BOA.
- A field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

Markarian v City of Cudahy, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970) states,

"...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property..." (WPAM, Volume I, page 2113-16, revised 12/10; *Emphasis added*)

- Following the Markarian hierarchy:
 - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:

- As evidence, the appellant submitted the following:
 - None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.
- The following court cases support the assessor's valuation:
 - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." *Steenberg*, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d 681, 684 (1976).
 - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex.rel. Collins v. Brown*, 225 Wis 593, 275, N.W. 455.
 - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown, Subra*.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

2020			
DOR Full Value Assessment		Recommended Full Value	Amount of Change (\$)
<i>Land</i>	\$157,900	\$157,900	\$0
<i>Improvements</i>	\$2,447,000	\$2,447,000	\$0
TOTAL	\$2,604,900	\$2,604,900	\$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is not applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

Binh Hua, WI Certified Assessor 2

Date

2/9/2021

Attachments
BOA # 81-169-REO-20

Notice of Real Property Assessment.....A-1
Form of ObjectionA-2
DOR 2018 Sales Comparison Approach to ValueA-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 128
Green Bay, WI 54301-5100

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 329
SHEBOYGAN WI 53082-0329

**Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2020 Notice of Real Property Assessment**

Notice date	Jun 03, 2020
State ID no.	81-59-281-R000001329
County of	81-59 Sheboygan
Taxation district	281 C of Sheboygan
DOR parcel no.	000001329
Local parcel no.	59281918401
Site description	Sheboygan TID 17
Site address	716 Clara Ave
School code	595271
Special districts	TID#017

Land	\$	167,900
Improvements		2,447,000
Total	\$	2,614,900

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at 8159281@wisconsin.gov or (920) 448-5131.

MPGA1032N (PL 03-18)

See other side for appeal procedures

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal

1. File your appeal using the appropriate DOR objection form located on our website: revenue.wi.gov/Pages/Form/maui/1-home.aspx
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (see, 70.995(3)(b)1 and sec. 70.995(3)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:

- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below

1. Your objection form
2. A \$45 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ec appraisals, listing contracts, EPA clean-up orders)

Appeals address

State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS B-97, Madison WI 53708-8971

Form of Objection

Form
PA-132

Objection to Manufacturing Real Estate Assessment

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

Section 1: Who is filing this objection? (check one)

Property owner/agent Municipality/agent *If agent, submit current Agent Authorization Form (PA-105) with this form

Section 2: Property Owner and Property Information

Property owner name (for partnership entities) Sheboygan Paper Box Co		Location district (check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City County	
Mailing address 716 Clara Ave, PO Box 326		Street address of property 716 Clara Ave	
City Sheboygan	State WI	Zip 53082	City Sheboygan
	State WI	Zip 53082	

Section 3: Contact Information

Name / title (owner, agent, agent) Robert Hill / Robert Wentzel		Company name Robert Hill Law, Ltd. / Alliance Property Consultants	
Mailing address 1161 Wayzata Blvd E, #399		Phone (952) 426 - 7373	Fax () -
City Wayzata	State MN	Zip 55391	Email bob@roberthilllaw.com / karl@roberthilllaw.com

Section 4: Assessment Information and Opinion of Value

Date of final Estate Assessment Notice (PPS-68 2/77) 06 - 08 - 2020	State ID no. (for record) 8 1 5 9 2 8 1 R 0 0 0 0 1 3 2 9	Local parcel no. 59281318401
Assessment as shown on notice - Total \$ 2,604,900	Your opinion of value - Total \$ 1,441,000	

Section 5: Reason for Objection and Basis of Estimate

<p>Reason for objection: (Attach additional sheets if needed)</p> <p>The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant</p>	<p>Basis for your opinion of value: (Attach additional sheets if needed)</p> <p>Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.</p>
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In the last five years, the property was: (check all that apply and attach two copies of documents)

Appraised for any reason Sold Offered for sale Listed for sale Reviewed for marketing opinions

Appraisal date	Re-evaluate appraised value	Appraiser name	Appraiser phone
			() -

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

For Department Use Only

BOA # **21-169-REO-20**

PH 1 2 3 4 5 6 7 8 9 10 11 12

AUG 27 2020

WIS DEPT REV
Registered
Office of State & Local Finance

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner / Authorized Agent Sign Here	Name (please print) Robert A. Hill	
	Signature <i>Robert A. Hill</i>	
	Company or title Robert Hill Law, Ltd.	
	Date 08 - 06 - 2020	

DOR 2018 Sales Comparison Approach to Value

AC: 01 COUNTY #: 09 Map #: 281 2018 Sales Comparison Approach Report
 COMPUTER OR PARCEL NO: 6021240 Part #: 00001328 Green Bay Check
 OWNER'S NAME: SHEBOYGAN PAPER BOX CO Manufacturing Assessment - 10 Dept of Revenue
 STREET ADDRESS: 718 Cass Ave

Appraiser: cpg

Date: 07/02/18

SALES COMPARISON INDICATOR		SALE #1	SALE #2
ITEM	SUBJECT	14-01-020-3	16-78-007-2
SALE ID#		08 - SHEBOYGAN CO	22 - JEFFERSON CO
COUNTY	SHEBOYGAN	C SHEBOYGAN	C JEFFERSON
MUNICIPALITY	SHEBOYGAN	1228 Oakland Avenue	801 W Rockwell Ave
ADDRESS OF COMPS			
COMMISSION		2	3
FRANCHISE	330	2	2
BP SP		1704200	3,033,000
BP SP/SP		13.26	21.25
8 MONTHS		21	21
LAND SP		10.0%	5.0%
		314.00	60%
		\$21.25	0.0%
		0.6%	0.6%
		0.0%	0.0%

Comments

ADJUSTER	DESCRIB	DESCRIB	ADJUST	DESCRIB	ADJUST
BP SP	115,202	104,200	X	104,200	X
EFFECTIVE AGE	22	20	X	21	X
FRAME	3	3	X	2	X
WALL	7	1	X	1	X
NO. STYS	1	1	X	1	X
SC RATIO	1.3	1.5	X	1.2	X
COMMITTEE RATE	2	2	X	3	X
NEIGHBORHOOD RATE	3	2	X	2	X
PHYSICAL RES. Fair	07	09	X	08	X
FUNCTIONAL RES.	05	05	X	05	X
LOCATION RES.	05	02	X	05	X
OTHER ECOL RES.	00	00	X	00	X
OFFICE %	0.0	0	X	0	X
HEIGHT	17	21	X	18	X
USE (SIC CODE)	2007	3400	X	2010	X
SPRINKLER %	100.0	100	X	00	X
ADJUSTMENTS					
CONDITION	07	09	3.36	00	-3.19
LOCATION RES.	05	02	0.44	05	0.00
OFFICE %	0	0	-0.15	0	-0.33
HEIGHT	17	21	-1.17	18	-0.83
			2.58		0.53
Sum			3.56		0.53
Sea Coverage			0.00	-5	-1.10
Green			0.00		0.00
Land A Drain			0.00		0.00
Signage			0.00	-5	-1.10
			0.00		0.00

GRS ADJ %		28.13%	19.95%
GRS ADJ \$/sf		4.94	4.64
NET ADJ \$/sf		1.50	4.64
ADJUSTED SALES PRICE/SP		10.00	18.82
GROSS WTS		0.41	0.23

Land Parcel Area / Acres	0.151300	3.347
Impr Previous Assesd / SP	0.118150	107,804
Total Prior Assessment	0.123450	

SALES COMPARISON INDICATED VALUE

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	\$ 12.56	WTGA %	21	UNADJ COV%	23
IMPROVEMENT VALUE	3,374,730	COMP COV%	7	TOP COV%	43
MARKET VALUE OF THE PROPERTY	\$ 2,024,020	AVE GS AN	24		

2018 SCAR-09-281-R000001328-Sheboygan Paper Box Co-120a

Sheboygan Paper Box Co

**PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY**
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

FILED
MAR 19 2021
Wisconsin Tax Appeals Commission
Emma Mruz - Legal Assistant

21-MR-195

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

<p>1. Full name, address & telephone number of petitioner:</p> <p>Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082</p>	<p>2. Computer nos. shown on Assessment notice:</p> <p>81-59-281-R-000001381</p>
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<p>3. Address of personal property:</p> <p>728 S 11th Street Sheboygan, WI</p>	<p>4. Assessment date:</p> <p>2020</p>
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5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	\$60,200	
Improvement	\$656,300	
Total	\$716,500	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.
 It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.
 Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	\$	
Improvements	\$	
Total	\$360,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any: Robert Hill Law, Ltd. (Robert A. Hill) 1161 Wayzata Blvd E, #399 Wayzata, MN 55391 (952) 426-7373	Signature of owner/representative: <i>/s/ Robert A. Hill</i>
---	---

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

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

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION



SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-170-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001381

VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO: SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

AND: MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	<u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u>	<u>REVISED 2020 FULL VALUE ASSESSMENT</u>	<u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u>	<u>REVISED 2020 EQUATED VALUE ASSESSMENT</u>
LAND	\$60,200	NO CHANGE	\$48,800	N/A
IMPROVEMENT	\$656,300	NO CHANGE	\$532,100	N/A
TOTAL	\$716,500	NO CHANGE	\$580,900	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

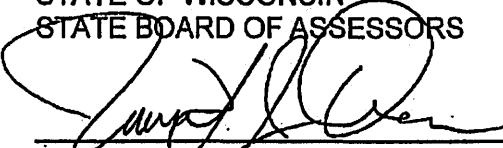
Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of February 2021

cc: ~~Robt A Hill~~ Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: 
Timothy J Drascic, Chairman

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is sustained - no further action is required.
- If the assessed value is reduced, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is increased, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is sustained, no further action; no change in taxes.
- If the assessed value is reduced, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is reduced, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is increased, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is sustained, no change in taxes.
- If the assessed value is reduced, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (<http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf>), the amount of the rescinded/ refunded tax must have been \$500 or more or your tax district must have accumulated a total of at least \$5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to igs@revenue.wi.gov.
- If the assessed value is increased, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is reduced, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.
- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (<http://www.federalreserve.gov/releases/h15/data.htm>)



Wisconsin State Board of Assessors
 Real Property Addendum
 Manufacturing & Utility Bureau

COPY

Appeal #	81-170-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001381
Local Parcel #	59-281-503920
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	728 S. 11 th St.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

"The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

"Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

The 2020 full value assessment and the appellant's opinion of value as stated on the objection form are as follows:

2020		Difference (%)
Parties' Opinions of Value		
DOR 2020 Full Value Assessment	\$716,500	
Appellant's Opinion of Value	\$360,000	
Reduction requested	(\$356,500)	

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
 - Subject is located north of Downtown and west of the Sheboygan River in an established industrial park.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently occupied by the appellant: Sheboygan Paper Box Co.
 - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 1.270-acre parcel
- Subject is a facility of 45,030 sf
 - The plant was constructed in stages beginning in 1952, with numerous building additions with the most recent in 1988
 - Exterior is composed of steel and masonry
 - Building does have functional obsolescence factors to consider as additions were built over the years resulting in a less than ideal layout
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.
- 2018 full value assessment of \$695,600.
 - A sales comparison assessment report was completed to determine value
 - 2018 Assessment was not appealed to the BOA.
- 2019 full value assessment of \$695,600.
 - 2019 Assessment was not appealed to the BOA.
- 2020 full value assessment of \$716,500.
 - Economic increase of \$20,900 was added
 - 2020 Assessment was appealed to the BOA.
- An exterior field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

Markarian v City of Cudahy, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970) states,

"...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property..." (WPAM, Volume I, page 21.3-16, revised 12/10; *Emphasis added*)

- Following the Markarian hierarchy:
 - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:

- As evidence, the appellant submitted the following:
 - None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.
- The following court cases support the assessor's valuation:
 - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." *Steenberg*, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d-681, 684.(1976).
 - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex.rel. Collins v. Brown*, 225 Wis 593, 275, N.W. 455.
 - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown, Subra*.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

2020			
DOR Full Value Assessment		Recommended Full Value	Amount of Change (\$)
Land	\$60,200	\$60,200	\$0
Improvements	\$656,300	\$656,300	\$0
TOTAL	\$716,500	\$716,500	\$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is not applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

Binh Hua, WI Certified Assessor 2

2/9/2021

Date

Attachments
BOA # 81-170-REO-20

Notice of Real Property Assessment.....A-1
Form of ObjectionA-2
DOR 2018 Sales Comparison Approach to Value.....A-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 128
Green Bay, WI 54301-5100

SHEBOYGAN PAPER BOX CO
718 CLARA AVE
PO BOX 328
SHEBOYGAN WI 53082-0328

Wisconsin Department of Revenue / Manufacturing & Utility Bureau 2020 Notice of Real Property Assessment

Notice date	Jun 08, 2020
State ID no.	81-59-281-R00001381
County of	81-59 Sheboygan
Taxation district	281 C of Sheboygan
DOR parcel no.	000001381
Local parcel no.	94281503920
88a description	Sheboygan TID-17
88a address	728 S 11th St
School code	995271
Special districts	TID#017

Land	\$	60,200
Improvements		658,300
Total	\$	718,500

Contact Information

If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mjg181@wisconsin.gov or (920) 448-5181.

MFQA103M (R. 04-18)

See other side for appeal procedures

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal

1. File your appeal using the appropriate DOR objection form located on our website: revenue.wi.gov/Pages/Form/ManufHome.aspx
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.995(5)(b)1 and sec. 70.996(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:

- This BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below

1. Your objection form
2. A \$46 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

Appeals address

State Board of Assessors, Wisconsin Department of Revenue, PO Box 8974, MS 8-97, Madison WI 53708-8974

Form of Objection

Form
PA-132.

Objection to Manufacturing Real Estate Assessment

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

Section 1: Who is filing this objection? (check one)

Property owner/agent Municipality/agent *If agent, submit current Agent Authorization Form (PA-303) with this form*

Section 2: Property Owner and Property Information

Property owner name (on assessment notice) Sheboygan Paper Box Co		Election district (check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County Sheboygan	
Mailing address 716 Clara Ave, PO Box 326		Street address of property 728 S 11th St			
City Sheboygan	State WI	Zip 53082	City Sheboygan	State WI	Zip 53082

Section 3: Contact Information

Name / title (owner, agent, address) Robert Hill / Robert Wentzel		Company name Robert Hill Law, Ltd. / Alliance Property Consultants			
Mailing address 1161 Wayzata Blvd E, #399		Phone (952) 426 - 7373		Fax () -	
City Wayzata	State MN	Zip 55391	Email bob@roberthilllaw.com / karl@roberthilllaw.com		

Section 4: Assessment Information and Opinion of Value

Date of Real Estate Assessment Notice (mm-dd-yyyy) 08 - 06 - 2020	State ID no. (assessor) 8, 1, 5, 9, 2, 8, 1, R, 0, 0, 0, 0, 1, 3, 8, 1	Local parcel no. 59281503920
Assessment as shown on notice - Total \$ 716,500	Your opinion of value - Total \$ 360,000	

Section 5: Reason for Objection and Basis of Estimate

<p>Reason for objection (attach additional sheets if needed) The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant.</p>	<p>Basis for your opinion of value (attach additional sheets if needed) Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.</p>
--	--

In the last five years, the property was: (check all that apply and attach two copies of documents)

Appraised for any reason Sold Offered for sale Listed for sale Reviewed for marketing opinions

Appraisal date	Real estate appraised value	Appraiser name	Appraiser phone () -
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Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

For Department Use Only

BOA# **81-170-REO-20**

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner/ Authorized Agent Sign Here	Name (in type print) Robert A. Hill	Date 08 - 06 - 2020
	Signature <i>Robert A. Hill</i>	
	Company of title Robert Hill Law, Ltd.	

DOR 2018 Sales Comparison Approach to Value

AC: 81 COUNTY #: 29 Map #: 281 2018 Sales Analysis & Reconciliation Report
 COMPUTER OR PARCEL NO: 302225-10 Parcel ID: 000001811 County Clerk
 OWNER'S NAME: SHEBOYGAN PAPER BOX CO Manufacturing Assessment - 199 Dept of Revenue
 STATUS ADDRESS: 728 S 11th St

Appraiser: 6972 Date: 01/02/20

SALES COMPARISON INDICATOR		SALE #1		SALE #2	
ITEM	SUBJECT	14-01-003-2	15-01-007-2		
SALE ID #		20 - YONKERADO CO	24 - GREEN LAKE CO		
COUNTY	SHEBOYGAN	G OSHKOSH	G GREEN LAKE		
MUNICIPALITY	SHEBOYGAN				
ADDRESS OF COMPS		2228 Oregon St	700 South Street		
COUNTY DEEN		2	4		
INACURANCE	1.200	2	2		
IMP-SP		62,185	18,100		
IMP-SPSF		\$ 94.13	\$ 1772		
GRANDS		25	18		
LAND-SP		13.0%	31.5%	5.7%	31.6%

Comments

ADJUSTMENTS	DESCRIB	DESCRIB	ADJST	DESCRIB	ADJST
IMP-SP	41,000	41,250	X	67,255	X
EFFECTIVE AGE	27	25	X	20	X
FRAME	3	4	X	3	X
WALL	7	6	X	7	X
NO. STYS	1	1	X	1	X
SIC RATIO	1.2	6.9	X	3.0	X
COMMUNITY RATE	2	2	X	4	X
NEIGHBORHOOD RATE	2	2	X	3	X
PHYSICAL RES.	43	39	X	59	X
PHYSICAL RES.	60	65	X	60	X
LOCATION RES.	80	80	X	80	X
OTHER ECD. RES.	100	100	X	100	X
OFFICE %	3.0	1.0	X	6.8	X
HEIGHT	34	18	X	20	X
USE (SIC CODE)	2070	3710	X	2650	X
SPRINKLER %	100.0	100		100	
ADJUSTMENTS					
CONCESSION	41	50	1.00	50	-9.00
LOCATION RES.	80	80	-1.31	80	1.31
OFFICE %	3	1.0	0.22	6.8	-3.71
HEIGHT	34	18	2.48	20	1.48
Sic			0.00		0.00
Sic Change		-10	-1.00	-10	-1.00
Quality			0.00		0.00
Layout & Design		-10	-1.00	-10	-1.00
Speakers			0.00		0.00
			0.00		0.00
GRS ADJ %			63.89%		68.96%
GRS ADJ \$			8.64		12.63
NET ADJ \$			-0.04		-0.19
ADJUSTED SALE PRICE/SP			18.68		12.48
GROSS WTS			0.53		0.45

Land Premium Assmt / Acres	\$30,000	1.200
Impn Premium Assmt / SP	\$29,000	45,630
Total Prop. Assessment	\$59,000	

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	WTGA%	WTGA
IMPROVEMENT VALUE	11	11
MARKET VALUE OF THE PROPERTY	22	22
	COMP COV%	0
	TOP COV%	20

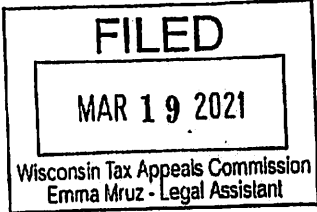
2018 SCAR-69-201-R00001181-Sheboygan Paper Box

Sheboygan Paper Box Co

**PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY**
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

Petitioner,

vs.



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

21-MR-196

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

<p>1. Full name, address & telephone number of petitioner:</p> <p>Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082</p>	<p>2. Computer nos. shown on Assessment notice:</p> <p>81-59-281-R-000001391</p>
<p>3. Address of personal property:</p> <p>1137 Illinois Ave Sheboygan, WI</p>	<p>4. Assessment date:</p> <p>2020</p>

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	\$65,900	
Improvement	\$636,300	
Total	\$702,200	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.
 It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.
 Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	\$	
Improvements	\$	
Total	\$340,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any: Robert Hill Law, Ltd. (Robert A. Hill) 1161 Wayzata Blvd E, #399 Wayzata, MN 55391 (952) 426-7373	Signature of owner/representative: <i>/s/ Robert A. Hill</i>
---	---

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A \$25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

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

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-171-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001391



VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO: SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

AND: MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	<u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u>	<u>REVISED 2020 FULL VALUE ASSESSMENT</u>	<u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u>	<u>REVISED 2020 EQUATED VALUE ASSESSMENT</u>
LAND	\$65,900	NO CHANGE	\$53,400	N/A
IMPROVEMENT	\$636,300	NO CHANGE	\$515,900	N/A
TOTAL	\$702,200	NO CHANGE	\$569,300	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

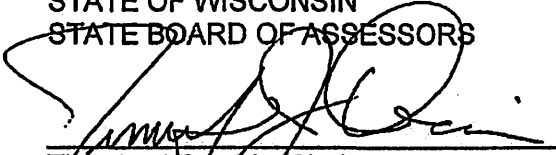
Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of February 2021

cc: ~~Robt A Hill~~/Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: 
Timothy J Drascic, Chairman

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is sustained - no further action is required.
- If the assessed value is reduced, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is increased, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is sustained, no further action; no change in taxes.
- If the assessed value is reduced, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is reduced, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is increased, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is sustained, no change in taxes.
- If the assessed value is reduced, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (<http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf>), the amount of the rescinded/ refunded tax must have been \$500 or more or your tax district must have accumulated a total of at least \$5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to las@revenue.wi.gov.
- If the assessed value is increased, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is reduced, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.
- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (<http://www.federalreserve.gov/releases/h15/data.htm>)



Wisconsin State Board of Assessors
 Real Property Addendum
 Manufacturing & Utility Bureau

COPY

Appeal #	81-171-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001391
Local Parcel #	59-281-506060
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	1137 Illinois Ave.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

"The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

"Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

The 2020 full value assessment and the appellant's opinion of value as stated on the objection form are as follows:

2020		
Parties Opinions of Value		Difference (%)
DOR 2020 Full Value Assessment	\$702,200	
Appellant's Opinion of Value	\$340,000	
Reduction requested	(\$362,200)	-51.6%

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
 - Subject is located north of Downtown and west of the Sheboygan River in an established industrial park.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently vacant and being marketed for lease.
 - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 1.398-acre parcel
- Subject is a facility of 34,000 sf
 - The plant was constructed in stages beginning in 1972, with numerous building additions with the most recent in 1990
 - Exterior is composed of steel
 - Building additions were built over the years, however, building has good layout with minimal functional obsolescence
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.
- 2018 full value assessment of \$681,800.
 - A sales comparison assessment report was completed to determine value
 - 2018 Assessment was not appealed to the BOA.
- 2019 full value assessment of \$681,800.
 - 2019 Assessment was not appealed to the BOA.
- 2020 full value assessment of \$702,200.
 - Economic increase of \$20,400 was added
 - 2020 Assessment was appealed to the BOA.
- An exterior field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

Markarian v City of Cudahy, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970) states,

"...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property..." (WPAM, Volume I, page 21.3-16, revised 12/10; Emphasis added)

- Following the Markarian hierarchy:
 - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:
 - As evidence, the appellant submitted the following:

- None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.
- The following court cases support the assessor's valuation:
 - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." *Steenberg*, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d 681, 684 (1976).
 - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex. rel. Collins v. Brown*, 225 Wis 593, 275, N.W. 455.
 - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown, Subra*.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

		2020	
DOR Full Value Assessment		Recommended Full Value	Amount of Change (\$)
Land	\$65,900	\$65,900	\$0
Improvements	\$636,300	\$636,300	\$0
TOTAL	\$702,200	\$702,200	\$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is not applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

Binh Hua, WI Certified Assessor 2

2/9/2021

Date

Attachments
BOA # 81-171-REO-20

Notice of Real Property Assessment.....A-1
Form of ObjectionA-2
DOR 2018 Sales Comparison Approach to ValueA-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
 Manufacturing & Utility Bureau
 200 N Jefferson St. Ste 128
 Green Bay, WI 54301-5100

SHEBOYGAN PAPER BOX CO
 716 CLARA AVE
 PO BOX 328
 SHEBOYGAN WI 53082-0328

**Wisconsin Department of Revenue / Manufacturing & Utility Bureau
 2020 Notice of Real Property Assessment**

Notice date	Jun 08, 2020
State ID no.	81-59-281-R000001381
County of	81-59 Sheboygan
Taxation district	281 G of Sheboygan
DOR parcel no.	000001381
Local parcel no.	59281506080
Site description	Sheboygan TID 17
Site address	1137 Illinois Ave
School code	558271
Special districts	TID#017

Land	\$	66,900
Improvements		638,300
Total	\$	705,200

Contact Information:
 If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfg@wisconsin.gov or (920) 448-5181.
 MFGA10248 (R. 03-18)

See other side for appeal procedures

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal

1. File your appeal using the appropriate DOR objection form located on our website: [revenue.wi.gov/Pages/Fermians\(-homo\).aspx](http://revenue.wi.gov/Pages/Fermians(-homo).aspx)
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.696(8)(b)1 and sec. 70.696(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:

- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below

1. Your objection form
2. A \$48 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

Appeals address

State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS 6-87, Madison WI 53708-8971

Form of Objection

Form PA-132

Objection to Manufacturing Real Estate Assessment

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

Section 1: Who is filing this objection? (check one)

Property owner/agent* **Municipality/agent*** *If agent, submit correct Agent Authorization Form (PA-103) with this form

Section 2: Property Owner and Property Information

Property owner name (as determined on notice) Sheboygan Paper Box Co			Taxation district (check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City County	
Mailing address 716 Clara Ave, PO Box 326			Street address of property 1137 Illinois Ave	
City Sheboygan	State WI	Zip 53082	City Sheboygan	State WI Zip 83082

Section 3: Contact Information

Name / title (street agent, officer) Robert Hill / Robert Wentzel		Company name Robert Hill Law, Ltd. / Alliance Property Consultants	
Mailing address 1161 Wayzata Blvd E, #399		Phone (952) 426 - 7373	Fax ()
City Wayzata	State MN	Zip 55391	Email bob@roberthilllaw.com / karl@roberthilllaw.com

Section 4: Assessment Information and Opinion of Value

Date of final notice assessment (Notice form of 2/21/17) 08 - 08 - 2020	State ID no. (optional) 8 1 5 9 2 8 1 R 0 0 0 0 0 1 3 9 1	Local parcel no. 59281508060
Assessment as shown on notice - Total \$ 702,200	Your opinion of value - Total \$ 340,000	

Section 5: Reason for Objection and Basis of Estimate

<p>Reason(s) for objection: (Attach additional sheets if needed) The 2020 Assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant.</p>	<p>Basis for your opinion of value: (Attach additional sheets if needed) Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.</p>
--	---

In the last five years, the property was: (check all that apply and attach two copies of documents)

Appraised for any reason Sold Offered for sale Listed for sale Reviewed for marketing opinions

Appraisal date	Real estate appraised value	Appraiser name	Appraiser phone
			()

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

For Department Use Only

BOA# 81-171-REO-20

AUG 27 2020

WIS DEPT REV

Received

Dir. of State & Local Finance

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner/Authorized Agent Sign Here	Name (please print) Robert A. Hill	Date 08 - 06 - 2020
	Signature <i>Robert A. Hill</i>	
	Company or title Robert Hill Law, Ltd.	

DOR 2018 Sales Comparison Approach to Value

APR: 81 COUNTY #: 80 **Map #: 281** **2018 Sales Analysis & Reconciliation Report**
COMPUTER OR PARCEL NO: 4823E10 **Parcel #: 000001811** **Green Bay (8181)**
OWNER'S NAME: SHEBOYGAN PAPER BOX CO **Manufacturing Assessment - 707 Dept of Revenue**
STREET ADDRESS: 1137 Kinca Ave

Appraiser: epp

Date: 3/22/2018

Comments:

SALES COMPARISON INDICATOR

ITEM	SUBJECT	SALE #1	SALE #2
SALE ID #		15-81-027-2	14-81-043-2
COUNTY	SHEBOYGAN	05-SHEBOYGAN CO	70-VILVOBAGO CO
MUNICIPALITY	SHEBOYGAN	C GREEN BAY	C OSHKOSH
ADDRESS OF COMPS		2nd Hassan Rd	2703 Oregon St
COUNTY/STATE		2	2
SQUARE FEET	1,393	4,120	4,120
IMP. \$ SP		\$ 62,363	\$ 62,363
IMP. CRSF		\$ 07.41	\$ 14.13
GRANDERS		24	35
TAX \$ SP		0.0%	0.0%

ADJUSTER	DESCRIP	DESCRIP	ADJUST	DESCRIP	ADJUST
IMP. SF	34,026	31,700	X	41,220	X
EFFECTIVE AGE	37	31	X	25	X
FRAME	4	3	X	4	X
WALL	7	3	X	8	X
NO. STYS.	1	1	X	1	X
SQ. RATIO	1.5	4.5	X	8.8	X
COURTESY DRIVE	2	2	X	2	X
KITCHENWOOD KITCH	1	2	X	2	X
FINANCIAL RES. Fee	80	40	X	30	X
FINANCIAL RES.	65	80	X	60	X
LOCATION RES.	00	100	X	68	X
OTHER ECO. RES.	100	100	X	100	X
OFFICE %	0.0	6.7	X	1.6	X
HEIGHT	20	21	X	15	X
USE (INC CODE)	2000	2001	X	3710	X
SPRINKLER %	100.0	0		100	
ADJUSTMENTS					
CONDITION	20	-20	-4.30	30	4.30
LOCATION RES.	80	100	-1.84	68	-1.84
OFFICE %	0	6.7	-1.00	1.6	-2.24
HEIGHT	20	21	-0.17	15	1.24
Size			0.00		0.00
Fin Covrstr		-10	-1.84	-10	-1.00
Other			0.00		0.00
Layout & Design			0.00		0.00
Specials		5	0.00		0.00
			0.00		0.00

GR ADJ	%	00.00%	53.72%									
GR ADJ	\$/sf	11.10	4.65									
NET ADJ	\$/sf	-0.14	2.59									
ADJUSTED SALE PRICE/SF		14.21	14.12									
GROSS WTS		0.48	0.22									
<table border="1"> <tr> <td>Land Previous Assmnt / Acres</td> <td>10,140</td> <td>1,320</td> </tr> <tr> <td>Imp. Previous Assmnt / SF</td> <td>270,800</td> <td>34,000</td> </tr> <tr> <td>Total Prior Assessment</td> <td>280,940</td> <td></td> </tr> </table>				Land Previous Assmnt / Acres	10,140	1,320	Imp. Previous Assmnt / SF	270,800	34,000	Total Prior Assessment	280,940	
Land Previous Assmnt / Acres	10,140	1,320										
Imp. Previous Assmnt / SF	270,800	34,000										
Total Prior Assessment	280,940											

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	\$	13.77	WTGA %	25
IMPROVEMENT VALUE		617,700	COMP COV%	0
MARKET VALUE OF THE PROPERTY	\$	681,700	AVG GS AC%	65
			GRADL COVN	8
			TOP COVN	20

2018 SCAR-50-281-RC00001801-Sheb Paper Box (1137 Kinca Ave)

II

3.2

R. O. No. 171 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting a communication from Deb Yochis and Jim Longo regarding property located at 905 S. 14th Street/1333 Maryland Avenue.

fap

CITY CLERK

From: Debra Yochis <debrayochis@yahoo.com>
Sent: Wednesday, March 31, 2021 3:25 PM
To: Mayor Vandersteen <Mayor.Vandersteen@sheboyganwi.gov>
Subject: April 7th agenda

Hello Mayor Vandersteen,

We are requesting to be put onto the agenda of the next common council meeting, Wednesday April 7th, 2021.

We have been working together with many departments in the city on "Neighborhood Revitalization". We have come to a road block that we are seeking your HELP!!

Mr. William Lex, owner of 905 S. 14th/1333 Maryland Ave, is selling his rental house. We have an accepted offer and were to close in mid-December 2020. My client realized that being a landlord was not for him. Yes, many mistakes happened along the way, of which he has apologized to the assistant city attorney. He just wants out and to be done with this. The house has been a problem and eye sore in the city for some time. When he made the decision to sell the house, we immediately cleaned up the house, yard, and garage, and had an offer within 2 days. Mr. Lex has already paid over \$53,000 in fines to the city for a house that is not worth that much. The city is seeking another \$65,000 from him at this time. When is enough, enough? He simply wants to move forward and and put this in the past. Please also note , my client would only own the home is lives in and no other properties. He also has had a stroke in the past as well.

We are requesting the balance be written off and let everyone move forward. Frustrating levels are very high. Please help us to the help the neighborhood revitalization and close this deal.

Sincerely
Deb Yochis
Jim Longo

III

44

Res. No. 194 - 20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION to authorize establishing an appropriation in the 2021 budget for grant funds received under the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has been approved to receive a grant in the total amount of \$5,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council establish estimated revenue and appropriation for the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant for Police Department overtime and benefits:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Overtime	
10121100-434211	10121120-510111	\$5,000.00

FAP

James A. Bohren
Eugene Bowler

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

Res. No. 195 - 20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a grant from the U.S. Department of the Interior for Fishing Access at Kiwanis and Evergreen Parks.

WHEREAS, City staff has worked with federal and state partners for the past six years to obtain funding through the Department of the Interior's National Resource Damage Assessment and Restoration Grant Program to address the Sheboygan River restoration project; and

WHEREAS, the City has been awarded \$196,000 in grant funding through this program; and

WHEREAS, a copy of the Notice of Award is attached to this Resolution; and

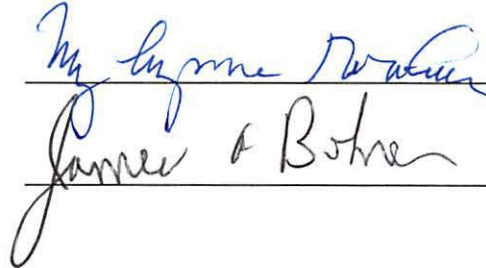
WHEREAS, the grant funding will be used to replace the bridge over the Pigeon River at Evergreen Park, and to add stone fishing platforms along the Sheboygan River at Kiwanis Park.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is authorized to accept this grant from the Department of the Interior.

BE IT FURTHER RESOLVED: That the Director of Planning and Development is instructed to take the steps necessary to comply with the terms and conditions specified in the Notice of Award.

FAP

BE IT FURTHER RESOLVED: That to the extent additional documentation is necessary to obtain the grant funds from the Department of the Interior, the Director of Planning and Development may submit the necessary documentation. For the avoidance of doubt, the expenditure of these grant funds remains governed by the City's existing purchasing policies and the terms of the Grant.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1. DATE ISSUED MM/DD/YYYY 03/19/2021
 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
 Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C §9601 et seq.)

2. CFDA NO. 15.658 - Natural Resource Damage Assessment and Restoration

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. F21AP00826-00
 Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN F21AP00826

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
 From 02/01/2021 Through 01/02/2023

7. BUDGET PERIOD MM/DD/YYYY
 From 02/01/2021 Through 01/02/2023

8. TITLE OF PROJECT (OR PROGRAM)
 City of Sheboygan Fishing Access - Kiwanis and Evergreen

9a. GRANTEE NAME AND ADDRESS
 SHEBOYGAN, CITY OF (INC)
 828 Center Ave Ste 205
 Sheboygan, WI 53081-4442

9b. GRANTEE PROJECT DIRECTOR
 Mr. Chad Pelishek
 828 Center Avenue, Suite 104
 Sheboygan, WI 53081-4494
 Phone: 920-459-3383

10a. GRANTEE AUTHORIZING OFFICIAL
 Mr. Chad Pelishek
 828 Center Avenue, Suite 104
 Sheboygan, WI 53081-4494
 Phone: 920-459-3383

10b. FEDERAL PROJECT OFFICER
 Ms. Trina Soyk
 2661 Scott Tower Drive
 New Franken, WI 54229
 Phone: 920-866-1737

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	196,000.00
h. Other	\$	0.00
i. Contractual	\$	0.00

j. TOTAL DIRECT COSTS \$ 196,000.00

k. INDIRECT COSTS \$ 0.00

l. TOTAL APPROVED BUDGET \$ 196,000.00

m. Federal Share \$ 196,000.00

n. Non-Federal Share \$ 0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	196,000.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	196,000.00
13. Total Federal Funds Awarded to Date for Project Period	\$	196,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:
 James Carithers, GRANTS MANAGEMENT SPECIALIST
 5275 LEESBURG PIKE, MS:WSFR
 FALLS CHURCH, VA 22041
 Phone: 703-358-2550

17. VENDOR CODE	0071414493		18. DUNS	076144153		19. CONG. DIST.	06
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051006225-00010	\$196,000.00	02/01/2021	01/02/2023	5198	NRDA Evergreen Bridge Replacement Projec	

PAGE 2 of 5	DATE ISSUED 03/19/2021
GRANT NO. F21AP00826-00	

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The City of Sheboygan will implement two projects focusing on enhancing opportunities for the community to access fishing resources.

At Kiwanis Park on the Sheboygan River, two fishing stone platforms will be installed to allow for community shoreline fishing.

At Maywood/Evergreen Park on the Pigeon River, a deteriorating bridge between the parks will be replaced with a new bridge. The project will provide accessible fishing areas at the edge the river and accessible fishing bump-outs on the bridge that would allow an angler easier access to the Pigeon River.

Recognize the Fox River/Green Bay Natural Resource Trustee Council in all written or verbal references to the project. Additional recognition may involve signs, plaques, or other outreach efforts.

Must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Terms and Conditions

1. **[U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html)** (see link <https://www.fws.gov/grants/atc.html>)
2. **Mandatory Disclosures**

Conflicts of interest: Per [2 CFR §1402.112](#), non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in [2 CFR §200.318](#) apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with [2 CFR §200.112](#). Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in [2 CFR §200.338](#), including suspension or debarment (see also [2 CFR Part 180](#)).

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 5	DATE ISSUED 03/19/2021
GRANT NO. F21AP00826-00	

Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non- appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury’s ASAP System

The recipient will request payments under this award in the U.S. Treasury’s Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, “Federal Financial Report” form. See also our instructional video on “Completing the Federal Financial Report (SF-425)”.

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

PAGE 4 of 5	DATE ISSUED 03/19/2021
GRANT NO. F21AP00826-00	

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "[Federal Financial Report](#)" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

SPECIAL CONDITIONS - Financial and Reporting

1. In addition to the grant agreement reporting requirements found in Grant Solutions, a program-specific report will be due annually to the Fox River/Green Bay Trustees. This report will be due January 31st of each year that you have an ongoing project. A reminder will be sent out via email in December along with the reporting template that will need to be filled out.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 5	DATE ISSUED 03/19/2021
GRANT NO. F21AP00826-00	

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per 2 CFR §200.308, unless otherwise specifically waived in this award.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: A Resolution authorizing the appropriate City officials to accept a grant from the U.S. Department of Interior for Fishing Access at Kiwanis and Evergreen Parks.

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

REPORT DATE: April 5, 2021 **MEETING DATE:** April 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

City of Sheboygan staff has been working with state and federal agencies for the past six years related to the Sheboygan River Restoration under the Natural Resource Damage Assessment process. A number of the projects to restore fishing opportunities to the Sheboygan River and rivers within the Sheboygan River watershed has been proposed. The two projects that the trustees of the National Resource Damage Assessment project supported were the replacement of the bridge at Evergreen Park over the Pigeon River. The bridge will be replaced with metal prefabricated structure. One of the requirements of the funding is provide bump-outs on the bridge to allow people to fish from the bridge into the Pigeon River. This project is estimated at \$173,000.

The second project is to add stone fishing platforms along the Sheboygan River edge at Kiwanis Park to allow people more access to the river in a natural footprint. This project is estimated at \$23,000.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. _____ by Alderpersons Donohue and Bohren authorizing the appropriate City officials to accept a grant from the U.S. Department of Interior for Fishing Access at Kiwanis and Evergreen Parks.

ATTACHMENTS:

- I. Res No. _____-20-21

III

Community Matters

7.2

Res. No. 199 -20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$920,855 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2021 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2021 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	\$60,000 (Public Service)	<i>\$38,595.74 in 2020</i>
SCIO	\$10,000 (Public Service)	<i>\$ 7,719.15 in 2020</i>
Shoreline Metro	\$42,493 (Public Service)	<i>\$42,493.00 in 2020</i>
Family Service Assoc.	\$21,000 (Public Service)	<i>\$15,438.29 in 2020</i>
Family Connections	\$ 5,000 (Public Service)	<i>\$ 3,859.57 in 2020</i>
Lakeshore CAP	\$26,100 (Public Service)	<i>\$14,859.36 in 2020</i>
Big Brothers/Big Sisters	\$16,700 (Public Service)	<i>\$11,719.15 in 2020</i>

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$138,000, excluding housing activities. The above public service requests total \$181,293. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$138,000. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	\$ 25,000 (Requested \$35,000)
Georgia Avenue Reconstruction	\$350,000
Senior Center Streetscaping/Parking Lot	\$ 76,141
Program Administration	\$171,713
Section 108 Payment	\$160,000

FAP

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2021 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds (to be determined at the Finance and Personnel Committee meeting), assurances contained therein and to provide any other information requested by HUD.

AMOUNTS TO BE GRANTED:

Partners for Community Development	\$	(Housing)
Salvation Army	\$	(Public Service)
Safe Harbor	\$	(Public Service)
SCIO	\$	(Public Service)
Shoreline Metro	\$	(Public Service)
Family Service Association	\$	(Public Service)
Family Connections	\$	(Public Service)
Lakeshore CAP	\$	(Public Service)
Big Brothers/Big Sisters	\$	(Public Service)

My sincere thanks

James A. Bohrer

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of

_____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res No. 199-20-21, A RESOLUTION approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

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

REPORT DATE: April 5, 2021 **MEETING DATE:** April 12, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan receives a yearly allocation from the Community Development Block Grant program based on a formula calculated with the Department of Housing and Urban Development. The 2020 allocation amount was \$917,800. The 2021 amount is \$920,855. Funds must be spend in low to moderate income census tracts which is roughly an area from Geele Avenue to Union Avenue and North 18th Street to Lake Michigan.

STAFF COMMENTS:

Federal law only allows 15 percent of the funds to be spent on public service (non-profits) and 20 percent spent on planning and administration. In early March, 2021, city staff issued a request for proposals to allow the public service agencies to submit their request for funds. The public service applications received totals \$181,293. The total available under the 15 percent cap is \$138,000. The Finance and Personnel Committee needs to determine recommended allocation amounts that total \$138,000, excluding Partners for Community Development which falls under a housing category which is exempt from the 15 percent cap.

The remaining funds would be used as follows:

- Partners for Community Development (Housing) \$25,000
- Georgia Avenue Reconstruction Project \$350,000
- Senior Center Streetscaping/Parking Lot \$76,141
- Program Administration \$171,713
- Section 108 Loan Repayment \$160,000

ACTION REQUESTED:

Motion to recommend the Common Council approve Subs. Res. No. 199-20-21 by Alderpersons Donohue and Bohren approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission as amended.

ATTACHMENTS:

- I. Res No. 199-20-21

II

3.2

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

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

CITY CLERK

F+P

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

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

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

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

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

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

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

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

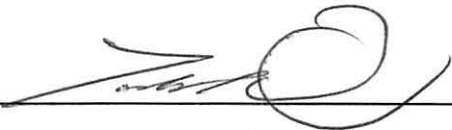
VI

6.21

R. C. No. 311 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 91-19-20 by City Clerk submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

2021
FRP



Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

A.1

R. O. No. 91 - 19 - 20. By CITY CLERK. October 21, 2019.

Submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED

10-16-19

OCT 16 '19 AM 10:23

RECEIVED BY

MMC

CLAIM NO.

17-19

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: Mary E. Sommersberger
- 2. Home address of Claimant: 1630 Sunnyside Ave. Sheboygan, WI 53081
- 3. Home phone number: 920-254-8133
- 4. Business address and phone number of Claimant: —

5. When did damage or injury occur? (date, time of day) August 2, 2019 (approx. 8:30 a.m.)

6. Where did damage or injury occur? (give full description) South side of Sunnyside Avenue - West of South 12th Street 1200 Block

7. How did damage or injury occur? (give full description) While walking on Sunnyside Ave. I tripped on a pothole. The pothole was not very visible because of the shade of a tree.

(Sunnyside Ave. does not have sidewalks and you must walk in 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: —

(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: Sunnyside Ave. had many areas needing repair. Several weeks after my fall, I reported and many areas were filled in.

(b) Claimant's statement of basis for such liability: Other people had fallen in the same spot. A neighbor stated that she reported earlier the need to fill the pothole. It was never taken care of. After my fall she called again. My accident was on a Friday, and the following Monday it was filled.

20. 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").

An ambulance was called to transport me to the hospital. I dislocated my shoulder broke and shattered bones in my shoulder and have nerve damage. On 8/7/19 I had a complete reverse shoulder replacement. I

21. Name and address of any other person injured: continue to have twice weekly physical therapy. Because of nerve damage I lack most movement in my arm and shoulder.

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

Auto:	\$ _____
Property:	\$ _____
Personal injury:	\$ <u>Pending</u>
Other: (Specify below)	\$ <u>Pending - unknown</u>
TOTAL	\$ <u>Pending</u>

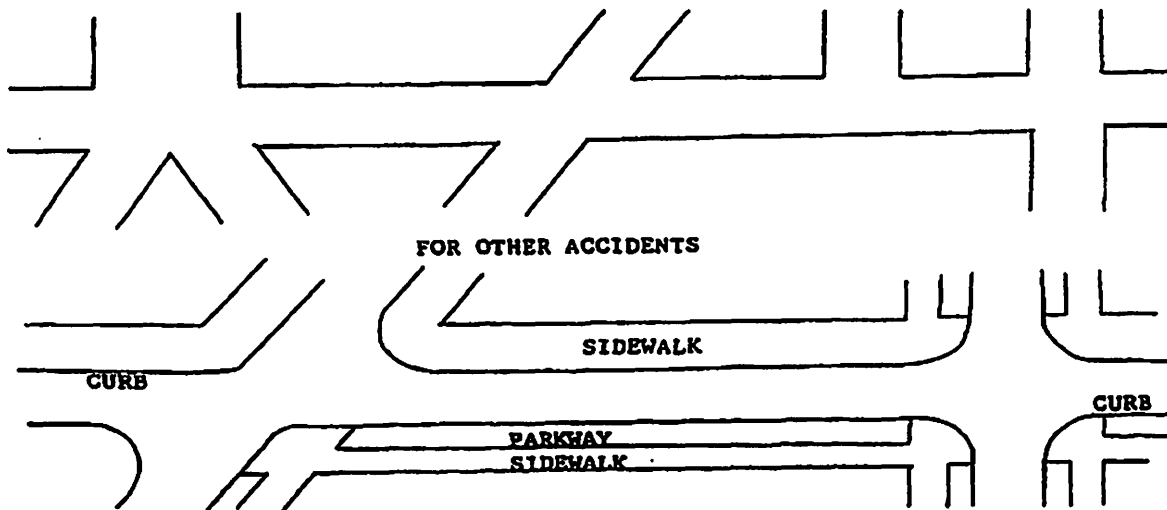
Damaged vehicle (if applicable)

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 Mary C. Summers Dwyer DATE 10/15/19

DATE RECEIVED 10-16-19

RECEIVED BY MKC
CLAIM NO. 17-19

CLAIM

Claimant's Name:	<u>Mary E. Sommersberger</u>	Auto	\$ <u>—</u>
Claimant's Address:	<u>1630 Sunnyside Ave.</u>	Property	\$ <u>—</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>Pending</u>
Claimant's Phone No.	<u>920-254-8133</u>	Other (Specify below)	\$ <u>Pending-unknown</u>
		TOTAL	\$ <u>Pending</u>

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.

See attached letter

SIGNED Mary E. Sommersberger DATE: 10/15/19

ADDRESS: 1630 Sunnyside Ave.
Sheboygan WI 53081

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

1630 Sunnyside Avenue
Sheboygan, WI 53081
October 15, 2019

City of Sheboygan, WI
828 Center Avenue
Sheboygan, WI 53081

Dear City of Sheboygan,

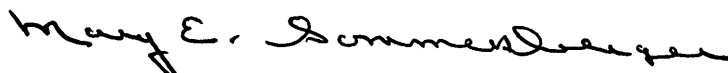
This letter serves as a Notice of Claim against the City of Sheboygan, WI. The morning of August 2, 2019 at approximately 8:30 a.m. while walking down Sunnyside Avenue just West of South 12th Street I tripped on a pothole which was within a few feet of the grass area of homeowners. Sunnyside Avenue does not have sidewalks, which leaves no option other than walking in the street.

My toe of my shoe caught the edge of the pothole which was shaded by a tree. I was lying in the street, unable to get up calling for someone to help me. Neighbors and a motorist came to my aid and called the ambulance for me. One of the neighbors indicated that others had tripped in the same spot, and she had reported the pothole to the City of Sheboygan to be filled. Unfortunately, it was never attended to. Interestingly, the pothole was filled on Monday, which was the following working day.

I sustained severe injuries as a result of this fall. I dislocated my right shoulder and shattered bones within my shoulder as well as severe damage to my rotator cuff and probably permanent nerve damage. On August 7, 2019 I had a complete reverse shoulder surgery to repair my shoulder. As of this date, I continue to have pain and go twice a week to physical therapy as well as daily home exercises. My arm has no movement to the side because of the nerve damage. If this does not show improvement, I will need to go for a consult at a specialized clinic in Milwaukee. My daily living has been altered dramatically with basically the use of only one arm. I am a right-handed person, and simple chores such as eating, bathing, dressing, etc. are a challenge, and of course I am unable to drive as well as doing much of anything.

I try to remain positive of my future. At this time there are many unknowns. Hopefully I will be able to return to normal, but only time will tell. For these reasons I am filing this Claim of Notice to the City of Sheboygan within my 120 days. I want to remain within my legal rights for this injury.

Sincerely,



Mary E. Sommersberger

II

3.2

R. O. No. 131 - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

CITY CLERK

F+P

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

SM
1/28/21

Ms. Meredith DeBruin
January 28, 2021
Page 2

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at \$450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of \$12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$12,093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,



Douglas A. Pessefall

44881400

Enc.

PERSONAL PROPERTY TAX BILL FOR 2020

CITY OF SHEBOYGAN

Total Due For Full Payment

Bill #: 1129
Parcel #: 59281860868P
Alt. Parcel #:

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

By January 31, 2021
\$12,093.86
-- OR --

Pay First Installment
By January 31, 2021
\$12,093.86

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

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust 4210 Highway 42 North, Sheboygan 655 S Taylor Drive, Sheboygan	Bring Tax Bill, Payment, Envelope Drive-Thru Drop Off Service only Mon-Fri - 8:00 to 4:00
NO IN-PERSON PAYMENTS			
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 G Business Drive, Sheboygan	No Saturday collection
CITY HALL	DRIVE-THRU. Enclose a self-addressed stamped envelope if you would like a receipt.		Closed 12/24/20, 12/25/20, 01/01/21, and 01/08/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVE-THRU.
IMPORTANT INFORMATION: NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL
 Drop Box: Located on west side of City Hall - 828 Center Avenue, Sheboygan
 Dates Municipality Closed: 12/24/20, 12/25/20, 12/31/20, 1/1/21
 Online Payments: www.sheboygancounty.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
 Other Information: Email tax questions and receipt requests to: taxinfo@sheboygancounty.gov
 Telephone: 920-459-3311

Route Equipment

CO



STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129
Correspondence should refer to parcel number
PARCEL#: 59281860868P

SEC# 950

Assessed Value Land Personal	Ass'd Value Improvements Property	Total Assessed Value Ave. Assmt. Ratio	Est. Fair Mkt. Land Personal	Est. Fair Mkt. Improvements Property	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes																																																								
		450,810 0.8108			556,000																																																									
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School taxes reduced by school levy tax credit \$ 826.85 MIDSTATE AMUSEMENT GAMES, LLC 1219 APPLETON RD MENASHA WI 54952-1501																																																														

TOTAL DUE FOR FULL PAYMENT
 PAY BY January 31, 2021
 ▶ \$ 12,093.86
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases
 Taxing Jurisdiction
 SHEBOYGAN SCHOOL

Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
595,435.00	111.85	2037

PAGE# (R. 5-15)

II

37

R. O. No. 143 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle.

FAP

CITY CLERK

DATE RECEIVED 2-11-2021

RECEIVED BY MKC

CLAIM NO. 25-20

Traveler's Claim
ILL5572

SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 2021

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

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

1. Name of Claimant: Gina M. Gordon
2. Home address of Claimant: 2027 N 10th St, Sheboygan Wi 53081
3. Home phone number: 920-980-9147
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 1-11-2021, 2:00pm

6. Where did damage or injury occur? (give full description) Front area/bumper of 17 VW Golf Alltrack - police report attached

7. How did damage or injury occur? (give full description) Stopped at a red light, public works truck stopped in front decided to back up and hit me. Driver said he couldn't see me because the truck was too wide and is not equipped with a back up camera.

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

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

(b) Claimant's statement of the basis of such liability: _____

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

(a) Public property alleged to be dangerous: N/A - driver error

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

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

No injury to person(s)

Auto Damage to 2017 Volkswagen Alltrack

11. Name and address of any other person injured: _____

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

Auto: \$ 1,117.94

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1,117.94

Damaged vehicle (if applicable)

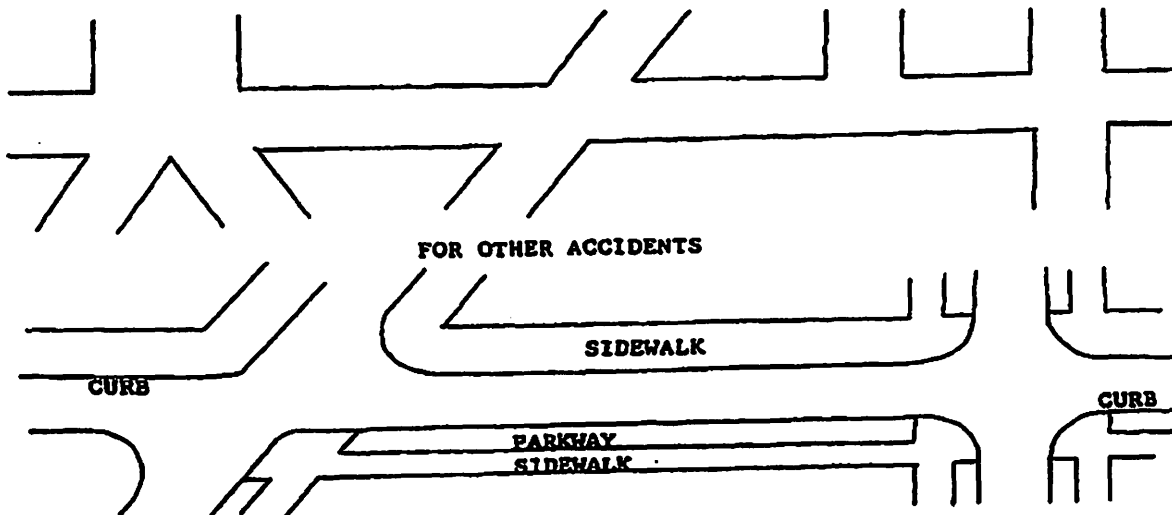
Make: VW Model: Golf Year: Alltrack Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

Police Report Attached

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____

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 \$ 1,117.94.

SIGNED Gina M. Gordan

DATE: 1-28-2021

ADDRESS: 2027 N 10th St, Sheboygan Wi 53081

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

POLICE # C21-00614

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L0DXVN3K		Document Override Number		
Agency Accident Number				Police Number C21-00614						
4 - Accident Date 01/11/2021		5 - Time of Accident (Military Time) 1423		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0		
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION				
14 - On Hwy No.		14 - On Street Name WILGUS AVE			14 - Bus/Fmt/Rmp		15 - Est. Dist 59		Ft/Mi F	15 - Hwy. Dir WEST
16 - Fr/At Hwy No.		16 - From/At Street Name TAYLOR DR			16 - Business/Frontage/Ramp					
17 - Structure Type		17 - Structure Number		12 - Latitude 43.757678713435			13 - Longitude -87.75028796083			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision						
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITMINOUS) - 2				
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)										
117 - Relation To Roadway ON-ROADWAY										
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR				
<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire	<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed				
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged			
<input checked="" type="checkbox"/> Supplemental Reports		<input type="checkbox"/> Witness Statements			<input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel EAST		24 - Speed Limit 25		
36 - Operating as Classified D		37 - Endorsements			<input type="checkbox"/> Operating Commercial Motor Vehicle				
29 - Driver's License Number H5007797642306		30 - State WI	31 - Expiration Year 2023		34 - On Duty Accident				
25 - Operator/Pedestrian Last Name HAYON			25 - First Name ROBERT			25 - Middle Initial WILLIAM		25 - Suffix	
32 - Date Of Birth 11/23/1976		33 - Sex M							
26 - Address Street & Number 1816 N 8TH ST						26 - PO Box			
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53081		28 - Telephone Number 920-946-1970			
39 - Seat Position					40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED				
38 - Injury Severity N - NO APPARENT INJURY			41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action					
119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING			62 - No. of Citations Issued 0			
64 - 1st Statute No.	64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors UNSAFE-BACKING									
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT						
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type PICKUP/UTILITY-TRUCK			22 - Total Occupants 1
	56 - License Plate Number 79245		57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HTMNAANXAH280616
	50 - Year 2010	51 - Make INTL	52 - Model UTILITY	53 - Body Style CB	54 - Color WHI	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage					
	95 - Extent Of Damage NONE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY					
	47 - Address Street & Number 1315 N 23RD ST # 101			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-459-3444	

Insurance

INS 01	63 - Liability Insurance Company CITY OF SHEBOYGAN		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company SHEBOYGAN CITY		

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel EAST	24 - Speed Limit 25
36 - Operating as Classified D		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number G6352928278708		30 - State WI	31 - Expiration Year 2025	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name GORDON			25 - First Name GINAMARIE		25 - Middle Initial L
25 - Suffix					
32 - Date Of Birth 08/07/1982		33 - Sex F			
26 - Address Street & Number 2027 N 10TH ST				26 - PO Box	

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number 920-980-9147	
	39 - Seat Position			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED
					44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action
	119 - What Driver Was Doing SLOWING-OR-STOPPING			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING	
					62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
	122 - Driver Factors NOT-APPLICABLE				
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported					
124 - Highway Factors					

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 2
	56 - License Plate Number 426PWF		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3VWH17AU3HM517177
	50 - Year 2017	51 - Make VOLK	52 - Model GOLF ALLTR	53 - Body Style SW	54 - Color WHI	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage					
	95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name GORDON		46 - First Name GINAMARIE		46 - Middle Initial L
					46 - Suffix
					Date Of Birth 08/07/1982
	46 - Company Name				
47 - Address Street & Number 2027 N 10TH ST				47 - PO Box	
48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number 920-980-9147

Insurance

INS 02	63 - Liability Insurance Company TRAVELERS CASUALTY & SURETY CO				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name GORDON		61 - Policy Holder First Name GINAMARIE		
	61 - Policy Holder Company				

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Occupant

OCCUPANT 01	<input type="checkbox"/> Address Same As Operator				
	65 - Unit No 2	66 - Occupant Last Name DICKIE	66 - First Name REBEKA	66 - Middle Initial NOELL	66 - Suffix
	68 - Address Street & Number 130 BROADWAY ST # 3		68 - PO Box		
	68 - City SHEBOYGAN FALLS		68 - State WI	68 - Zip Code 53085	
	67 - Date of Birth 12/22/1994		69 - Sex F		
	71 - Seat Position		72 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NON-DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 1 IS A DPW ELECTRICIAN VEHICLE AND WAS COMPLETING WORK ON A TRAFFIC SIGNAL AT THE INTERSECTION OF TAYLOR AND WILGUS. BOTH UNITS WERE TRAVELING EB ON WILGUS. UNIT 1 WAS ATTEMPTING TO MANEUVER TO A DIFFERENT PART OF THE INTERSECTION AND BACKED INTO UNIT 2. DRIVER 1 REPORTED THAT HE COULD NOT SEE UNIT 2 BEHIND THE UTILITY VEHICLE AND BACKED INTO THE VEHICLE CAUSING THE HITCH TO PUNCH THROUGH THE FRONT BUMPER.</p>

Officer Information

INFORMATION	125 - Officer Last Name LIVINGSTON	125 - First Name LINDSAY	125 - Middle Initial	131 - Officer ID 468
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

Wisconsin Motor Vehicle
Accident Report MV4000e 01/2005

G7L0DXVN3K

PK2011

OFFICER INFORM/	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 01/11/2021	133 - Time Notified (Military Time) 1423	134 - Time Arrived (Military Time) 1428	135 - Date Of Report 01/12/2021
	Agency Accident Number	Police Number C21-00614	19 - Special Study	
	18 - Agency Space SQUAD #7			



Jan 18, 2021 16:03:20 CST Lat: 43.7673645 Long: -87.71530914



Jan 18, 2021 16:02:58 CST Lat: 43.76752472 Long: -87.71528625

TRAVELERS

Mountain West Claim Center (PI-292)

Email Supplements:

supplementrequest@travelers.com

PO Box 650293

Dallas, TX 75265

Phone: (800) 227-1538

Claim #:
Workfile ID:

ILL5572001
9034bae5

Estimate of Record

Written By: ANTHONY LUCHESE, License Number: 880019, 1/21/2021 9:02:57 AM
Adjuster: GLASPELL, JASON, (317) 818-0133 Business

Insured:	GINA GORDON	Owner Policy #:	PT5010A6069870982031	Claim #:	ILL5572001
Type of Loss:	Collision	Date of Loss:	01/11/2021 12:00 AM	Days to Repair:	2
Point of Impact:	12 Front	Deductible:	500.00		

Owner (Insured): GINA GORDON 2027 N 10TH ST SHEBOYGAN, WI 53081-2627 (920) 980-9147 Cellular GINAMARIE.GORDON@YAHOO.COM	Inspection Location: Virtual	Appraiser Information: supplementrequest@travelers.com	Repair Facility: OWNERS CHOICE
---	--	--	--

VEHICLE

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

VIN:	3VWH17AU3HM517177	Production Date:	11/2016	Interior Color:	
License:	426PWF	Odometer:	43924	Exterior Color:	White
State:	WI	Condition:			

TRANSMISSION	Air Conditioning	Search/Seek	Bucket Seats
Automatic Transmission	Intermittent Wipers	CD Player	Reclining/Lounge Seats
4 Wheel Drive	Tilt Wheel	Auxiliary Audio Connection	Leather Seats
POWER	Cruise Control	Satellite Radio	Heated Seats
Power Steering	Rear Defogger	SAFETY	WHEELS
Power Brakes	Keyless Entry	Drivers Side Air Bag	Aluminum/Alloy Wheels
Power Windows	Alarm	Passenger Air Bag	PAINT
Power Locks	Message Center	Anti-Lock Brakes (4)	Clear Coat Paint
Power Mirrors	Steering Wheel Touch Controls	4 Wheel Disc Brakes	OTHER
Heated Mirrors	Rear Window Wiper	Front Side Impact Air Bags	Fog Lamps
DECOR	Telescopic Wheel	Head/Curtain Air Bags	Traction Control
Dual Mirrors	Backup Camera	Communications System	Stability Control
Tinted Glass	RADIO	Hands Free Device	Rear Spoiler
Console/Storage	AM Radio	ROOF	Signal Integrated Mirrors
Overhead Console	FM Radio	Luggage/Roof Rack	
CONVENIENCE	Stereo	SEATS	

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	ASF - THE STANDARD FIRE INSURANCE COMPANY		1			
2	FRONT BUMPER						
3		O/H front bumper				2.8	
4	Repl	Bumper cover w/o drive asst	5G0807217LHGRU	1	383.33	Incl.	2.6
5		Add for Clear Coat					1.0
6		Add for fog lamps				0.4	
7	Refn	Tow eye cap	5G0807241AGRU				0.2
8		Add for Clear Coat					0.1
9	Repl	Center grille w/o auto brake	5G0853677J9B9	1	108.33	Incl.	
10	MISCELLANEOUS OPERATIONS						
11	**	Repl A/M Flex Additive		1	5.00 T		
12	#	Subl Hazardous Waste		1	3.00		
SUBTOTALS					499.66	3.2	3.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			494.66
Body Labor	3.2 hrs @	\$ 58.00 /hr	185.60
Paint Labor	3.9 hrs @	\$ 58.00 /hr	226.20
Paint Supplies	3.9 hrs @	\$ 38.00 /hr	148.20
Miscellaneous			5.00
Subtotal			1,059.66
Sales Tax	\$ 1,059.66 @	5.5000 %	58.28
Total Cost of Repairs			1,117.94
Deductible			500.00
Total Adjustments			500.00
Net Cost of Repairs			617.94

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):

This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle. In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Upon request, we will provide information regarding repair facilities that will repair the vehicle for the appraised amount if necessary.

If the appraisal specifies used parts the parts must be of like kind and quality or better than those being replaced.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. MQVP=MANUFACTURER'S QUALITY AND VALIDATION PROGRAM.OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

Written By: _____ ANTHONY LUCCHESI _____

Appraiser License # : _____ 0000000 _____

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

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERA9272, CCC Data Date 01/11/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Date: 2/10/2021 04:20 PM
 Estimate ID: 1745
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell

SCOTT'S RODZ 'N WRECKZ LLC

149 RUH COURT, KIEL, WI 53042
 (920) 894-1963
 Fax: (920) 894-1964
 Email: scott@rodznwreckz.com

Damage Assessed By: Scott Baldock
 Classification: Audit

Deductible: UNKNOWN

Insured: Gina-Marie Gordon
 Address: 2027 North 10th, Sheboygan, WI 53081
 Telephone: Home Phone: (920) 980-9147

Mitchell Service: 911896

Description: 2017 Volkswagen Golf Alltrack S
 Body Style: 4D Wgn Drive Train: 1.8L Turbo Inj 4 Cyl 6A AWD
 VIN: 3VWH17AU3HM517177
 OEMALT: O Search Code: None
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUMINUM WHEELS
 REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, ANTI-THEFT SYSTEM
 AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO
 LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, ALL WHEEL DRIVE, SIDE AIRBAGS
 SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER, DAYTIME RUNNING LIGHTS
 TONNEAU COVER, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 REAR SPOILER, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	100162	BDY	OVERHAUL	Frt Bumper Cover Assy			3.4 #
2		BDY	REMOVE/INSTALL	Grille Assy			0.3
3	100166	BDY	REMOVE/REPLACE	Frt Bumper Cover	ORDER FROM DEALER	383.33	INC #
4		REF	REFINISH	Frt Bumper Cover			C 2.6
5	100172	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	5GM 807 248 C	168.33	INC
6	100147	BDY	REPAIR	Frt Lwr Bumper Plate	Existing		0.5*
7	100176	BDY	REMOVE/REPLACE	Frt Lwr Bumper Grille	ORDER FROM DEALER	153.33	INC #
8		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
9	100187	BDY	REMOVE/REPLACE	Frt Bumper License Plate Bracket	5GM 807 287 F 9B9	81.67	INC
<u>Front Lamps</u>							
10	100281	BDY	REMOVE/REPLACE	L Frt Fog Lamp Assembly	510 941 661 C	105.98	INC #
11		BDY	CHECK/ADJUST	Fog Lamps			0.4
<u>Special/Manual Entry</u>							
12	900500	BDY*	REMOVE/REPLACE	HAZARDOUS WASTE REMOVAL Additional Operations	Sublet	5.00	0.0*

ESTIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745
 Mitchell Data Version: OEM: JAN_21_V

Software Version: 7.1.240

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Page 1 of 2

Date: 2/10/2021 04:20 PM
 Estimate ID: 1745
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell

1128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing	0.6*
			<u>Special/Manual Entry</u>		
900500	REF *	REFINISH/REPAIR	Flex/Adhesion Promoter	New	8.00 * 0.0*
			<u>Additional Operations</u>		
15	REF	ADD'L OPR	Clear Coat		1.0
16	933018 REF	ADD'L OPR	Mask For Overspray		8.00 *
			<u>Additional Costs & Materials</u>		
17		ADD'L COST	Paint/Materials		151.20 *

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary	
Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	Amount		Amount
4.6	62.00	0.00	0.00	285.20 T	Taxable Parts		905.64
3.6	62.00	8.00	0.00	231.20 T	Sales Tax @ 5.000%		45.28
0.6	88.00	0.00	0.00	52.80 T	Total Replacement Parts Amount		950.92
Taxable Labor				569.20			
Labor Tax @ 5.000%				28.46			
Labor Summary				8.8	597.66		
III. Additional Costs						IV. Adjustments	
Taxable Costs				151.20	Customer Responsibility		0.00
Sales Tax @ 5.000%				7.56			
Total Additional Costs				158.76			
Paint Material Method: Rates Init Rate = 42.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
I. Total Labor:						597.66	
II. Total Replacement Parts:						950.92	
III. Total Additional Costs:						158.76	
Gross Total:						1,707.34	
IV. Total Adjustments:						0.00	
Net Total:						1,707.34	

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

int(s) of impact

Front Center (P)

ESTIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745

Mitchell Data Version: OEM: JAN_21_V

Software Version:

7.1.240

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Page 2 of 2

II

3.1

R. O. No. 130 - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim from Acuity Insurance for alleged damages to their insured (Steven L. and Susan M. Aubry) vehicle when it was backed into by a City owned vehicle.

F&P

CITY CLERK



Claim# 22-20

MJC
1-19-21

JAN 19 '21 PM 12:35



January 8, 2021

SHEBOYGAN DEPT OF PUBLIC WORKS
CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Your Claim Number: N/A
Your Insured: SHEBOYGAN DEPT OF PUBLIC WORKS
Our Claim Number: RA2605
Our Insured: STEVEN L & SUSAN M AUBRY
Date of Loss: 11/06/2020
Type of Loss: AUTO
Location: HWY 28 & I-43, SHEBOYGAN, WI 53081
Salvage Pending: Y or N

Dear Claims Adjuster:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	\$4,092.91
Deductible	\$250.00
Salvage Deduction	\$0.00
Total	\$4,342.91

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

2800 South Taylor Drive • Sheboygan, WI 53081
920.458.9131 • 800.242.7666 • 888.880.9588 FAX

acuity.com

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Faith A. Senkbeil

FAITH SENKBEIL
Claims Department
fsenkbeil@acuity.com
Enclosure(s)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DATE RECEIVED 1/8/2021

RECEIVED BY _____

CLAIM NO. RA2605

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: Steven L. and Susan M. Aubry

2. Home address of Claimant: 4720 Columbus St. Two River, WI 54241

3. Home phone number: 920.793.3995

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 11/06/2020 @ 10:37 am

6. Where did damage or injury occur? (give full description)
Hwy 28 & I-43 Sheboygan, WI 53081

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

Vehicle driven by Allen K. Fleidner backed into vehilce driven by Steven L. Aubry. Both vehicles were stopped at a traffic light, Mr. Fleisner dediced he wanted to change lanes and in doing so he backed up into the vehicle driven b y Mr. Aubry.

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: OFFICER K. HUIBREGTSE

(b) Claimant's statement of the basis of such liability: _____

Mr. Aubry is not liable for this accident. Mr. Fleidner is 100% Liabile

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

No Injuries

11. Name and address of any other person injured:

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

Auto:	\$	4092.91
Property:	\$	0.00
Personal injury:	\$	0.00
Other: (Specify below <input type="checkbox"/> Deductible)	\$	250.00
TOTAL	\$	4,342.91

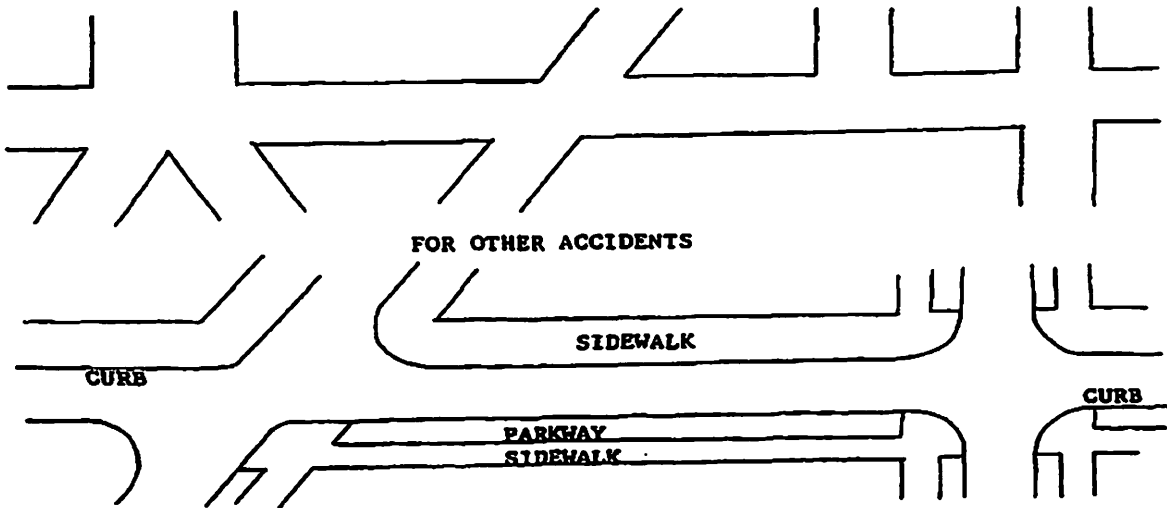
Damaged vehicle (if applicable)

Make: Chrysler Model: T&C Year: 2015 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 Faith Senkbeil DATE 1/8/2020 1/12/20
Faith Senkbeil on behalf of Acuity

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. **RA2605**

CLAIM

Claimant's Name:	Steven and Susan Aubry	Auto	\$ 4 092 91
Claimant's Address:	4720 Columbus St. Two River, WI 54241	Property	\$ 0 00
Claimant's Phone No.:	9207933995	Personal Injury	\$ 0.00
		Other (Specify below)	\$ Deductible \$250.00
		TOTAL	\$ 4.342.91

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 \$ **4,342.91**

SIGNED **Faith Senkbeil**

DATE: **1/8/2021**
1/12/2021

ADDRESS: **2800 S Taylor Drive**
Sheboygan, WI 53081

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



For Customer Support refer to the appropriate platform below:

OrderPoint
800-934-9698
Orderpoint.support@lexisnexis.com

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

Lexis.com
Law Firm accounts
800-543-6862

PAGE COUNT: 9

CLIENT : 6686
DIVISION :
ADJUSTER : FAS
CLAIM : RA2605

TRANSACTION # : 1188025962
DATE : 11/11/2020

DATE OF LOSS : 11/06/2020 TIME OF LOSS :
STREET : HWY 28 & I-43
CITY : SHEBOYGAN
COUNTY : SHEBOYGAN
STATE : WI

INVESTIGATING AGENCY : SHEBOYGAN PD
REPORT NUMBER : C20-18585
REPORT TYPE : Auto Accident
PARTY 1 : STEVEN L & SUSAN AUBRY
PARTY 2 : STEVEN AUBRY
PARTY 3 :

CAR : MAKE : CHRY TOWN & COUNTRY YEAR : 2015
TAG :

DRIVER LICENSE :
ADDITIONAL INFO :

NOTE :

G7L0DCL4L7
C20-18585

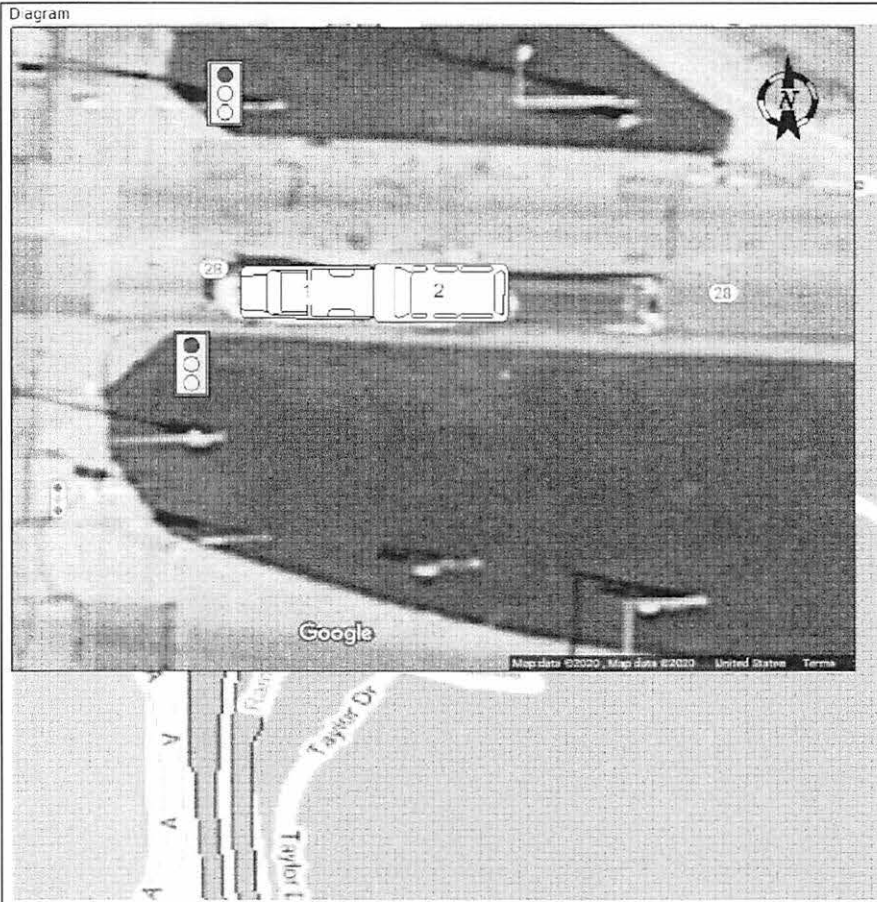
WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0DCL4L7

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER K. HUIBREGTSE	
Crash Date 11/06/2020		Crash Time 10:37 AM		Date Arrived 11/06/2020		Time Arrived 10:48 AM	
Date Notified 11/06/2020		Time Notified 10:40 AM		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



Reconstruction By

Photos By
K. HUIBREGTSE

Additional Information
PHOTOS, BODY CAMERA VIDEO

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

UNIT 1 WAS STOPPED AT THE RED LIGHT ON WASHINGTON AVE. AT THE RED LIGHT JUST BEFORE 143. UNIT 2 WAS STOPPED BEHIND UNIT 1. OPERATOR OF UNIT 1 SAID HE SAW THAT THE ROAD WAS CLOSED AHEAD OF HIM, AND CHECKED HIS MIRRORS, AND WAS GOING TO BACK UP AND SWITCH TO LEFT TURN LANE. UNIT 1 SAID HE DID NOT SEE A VEHICLE BEHIND HIM, ALL OTHER AREAS CLEAR AND BACKED UP. UNIT 1 STRUCK UNIT 2 WHICH WAS STOPPED AT THE LIGHT. THEY BOTH MOVED TO THE LOT. MINOR DAMAGE TO UNIT 2'S FRONT BUMPER, AND PHOTOS WERE TAKEN. NO REAL NEW DAMAGE TO BACK STEP OF UNIT 1, IT HAD PREVIOUS DAMAGE PRIOR INCIDENT. SGT. WALSH RESPONDED, AND INFORMATION GATHERED AND SENT TO CITY ATTORNEY TO REVIEW. 265

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Location

ON STH28 WB 264 FT W OF TAYLOR DR IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.717719319	Longitude -87.758774966
	X Coordinate 438878.125	Y Coordinate 4840801
	Structure Type	

Crash Scene

First Harmful Event: MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION	Intersection Type FOUR-WAY INTERSECTION

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification B CLASS		Unit Type TRUCK		
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)	Operating As Endorsements				
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 35	Total Lanes 4	
	Mos: Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way DIVIDED HWY W/TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL	Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO					

Vehicle

UNIT	VEHICLE	01	License Plate Number 71201	Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES
			Vehicle Identification Number 1HTMPAFM97H367264	Make INTERNATIONAL	Year 2007	Model UTILITY
			Color WHI - WHITE	Body Style CB - CAB CHASSIS		Bus Use
			Initial Contact Point 06 - REAR	Vehicle Damage		
			Extent Of Damage MINOR DAMAGE	06 - REAR		

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
	What Driver Was Doing BACKING	Vehicle Factors
	Driver Pr or Action Other	NOT APPLICABLE
01 01	Driver Actions UNSAFE BACKING	
	Owner Name SHEBOYGAN CITY (920) 459-3443	Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US
Sequence Of Events		
01	Event MOTOR VEH IN TRANSPORT	
02	Event	
03	Event	
04	Event	
UNIT	Policy Holder	
	Insurance Company CITY OF SHEBOYGAN	Government SHEBOYGAN CITY
UNIT INDIVIDUAL	Individual	
	Driver ALLEN KEITH FLEISNER (920) 377-1202	Citations Issued 0
		Sex MALE
		Date of Birth 08/24/1972
	Race WHITE	
	Address 1111 EVERGREEN DR PLYMOUTH, WI 53073 , US	Driver License Number F4250117230403 STATE: WISCONSIN COUNTRY: UNITED STATES
01 001	On Duty Crash	Safety Equipment
	Safety Equipment	SHOULDER & LAP BELT
	Row 01 - FRONT ROW	Seat Position 07 - LEFT
	Helmet Use	Helmet Compliance
	Eye Protection	Tint Compliance
	Injury Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
	Medical Transport NOT TRANSPORTED	Trapped/Extricated NOT TRAPPED
	Hospital	EMS Agency Identifier EMS Run #
		Date of Death Time of Death
	Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
	Distracted By Action NOT DISTRACTED	

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

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

UNIT 02	Unit Summary			
	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS	
	Vehicle Type PASSENGER VAN		Unit Type AUTOMOBILE	
	Total Occs 3		Train/Bus # Recorded	Total # Citations Issued 0
	Insurance? YES		Direction Of Travel WESTBOUND	Total Trailers 0
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION	Total HazMat Types 0
	Traffic Way DIVIDED HWY W/TRAFFIC BARRIER		Speed Limit 35	Total Lanes 4
	Surface Type CONCRETE		Pre Crash Tire Mark <input type="checkbox"/>	Emergency Motor Vehicle Use NOT APPLICABLE
	Truck Bus or HazMat NO		Traffic Control TRAFFIC SIGNAL	Traffic Control Inoperative/ Missing NO
			Road Curvature STRAIGHT	Road Grade LEVEL

UNIT VEHICLE	Vehicle			
	License Plate Number 311CBW	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 2C4RC1BG0FR646796	Make CHRYSLER	Year 2015	Model TOWN & COU
	Color GLD - GOLD	Body Style VN - VAN		Bus Use
	Initial Contact Point 12 - FRONT	Vehicle Damage 12 - FRONT		
	Extent Of Damage MINOR DAMAGE			
	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT	VEHICLE	What Driver Was Doing STOP IN TRAFFIC	Vehicle Factors	
		Driver Pr or Action Other	NOT APPLICABLE	
02	02	Driver Actions NO CONTRIBUTING ACTION		
		Owner Name STEVEN LAUBRY (920) 793-3995	Owner Address 4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	
UNIT	VEHICLE	Sequence Of Events		
		01	Event MOTOR VEH IN TRANSPORT	
		02	Event	
		03	Event	
UNIT	VEHICLE	04	Event	
		Policy Holder		
UNIT	VEHICLE	Insurance Company ACUITY,-A-MUTUAL-INSURANCE-CO	Individual STEVEN AUBRY	
		Individual		
UNIT	INDIVIDUAL	Driver STEVEN LAUBRY (920) 793-3995	Citations Issued 0	Sex MALE
		Date of Birth 05/18/1947		Race WHITE
UNIT	INDIVIDUAL	Address 4720 COLUMBUS ST TWO RIVERS, WI 54241 , US		Driver License Number A1607924717605 STATE: WISCONSIN COUNTRY: UNITED STATES
		Safety Equipment		
UNIT	INDIVIDUAL	On Duty Crash	Safety Equipment SHOULDER & LAP BELT	
		Row 01 - FRONT ROW	Seat Position 07 - LEFT	Helmet Compliance
UNIT	INDIVIDUAL	Helmet Use		Tint Compliance
		Eye Protection		Airbag NON DEPLOYED
02	002	Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
UNIT	INDIVIDUAL	Medical Transport NOT TRANSPORTED		EMS Agency Identifier EMS Run #
		Hospital		Date of Death Time of Death
UNIT	INDIVIDUAL	Distracted By		
		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
UNIT	INDIVIDUAL	Distracted By Action NOT DISTRACTED		
		Non Motorist	Striking Unit: #	Location

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT	Prior Action		
	Action		
INDIVIDUAL	Action Other		To/From School
	Drug & Alcohol		
02	Suspected Alcohol Use NO		Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		
UNIT	Individual		
	Passenger JEREMY N AUBRY (920) 905-5025		Citations Issued 0
	Address 1510 DIVISION ST MANITOWOC, WI 54220 , US		Sex MALE
			Date of Birth 12/12/1972
			Race WHITE
INDIVIDUAL	Driver License Number A1604347245207		STATE: WISCONSIN COUNTRY: UNITED STATES
	Safety Equipment		
	On Duty Crash		Safety Equipment SHOULDER & LAP BELT
	Row 01 - FRONT ROW	Seat Position 09 - RIGHT	
	Helmet Use		Helmet Compliance
Eye Protection		Tint Compliance	
02	Injury		Airbag
	NO APPARENT INJURY		NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path: NOT EJECTED;NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier
	Hospital		EMS Run #
		Date of Death	
		Time of Death	
Distracted By			
Distracted By Source			
Distracted By Action			
Non Motorist			
Striking Unit: #		Location	
Prior Action			

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT INDIVIDUAL	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		
	Individual		
	Passenger SUSAN MARY AUBRY (920) 793-3995	Citations Issued 0	Sex FEMALE
	Date of Birth 02/19/1952	Race WHITE	
Address 4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	Driver License Number A1607935255900 STATE: WISCONSIN COUNTRY: UNITED STATES		
UNIT INDIVIDUAL	Safety Equipment	On Duty Crash	Safety Equipment
	Row 02 - SECOND ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT
	Helmet Use	Helmet Compliance	
	Eye Protection	Tint Compliance	
	Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
	Hospital	Date of Death	Time of Death
	Distracted By	Distracted By Source	
	Distracted By Action		
UNIT INDIVIDUAL	Non Motorist	Striking Uni: #	Location
	Prior Action		

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT INDIVIDUAL	Action			
	Action Other		To/From School	
	Drug & Alcohol			
	Suspected Alcohol Use NO	Suspected Drug Use NO		
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results	
	Drug Type			
	Individual Condition APPEARED NORMAL			
	02 004			

Van Horn Chrysler Dodge Jeep Ram of Manitowoc

4611 Expo Dr, Manitowoc, WI 54220
Phone: (920) 684-7753

Workfile ID: 9891e52d
PartsShare: 637kFd
Federal ID: 47-3729523

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN

Job Number:

Written By: Ron Schwaller, 11/11/2020 2:39:04 PM
Adjuster: SENKBEIL, FAITH, (920) 458-9131 Business

Insured: AUBRY, STEVEN L & SUSAN Policy #: P76849 Claim #: RA2605-1-0-400
Type of Loss: Collision Date of Loss: 11/6/2020 4:30 PM Days to Repair: 3
Point of Impact: 12 Front

Owner: AUBRY, STEVEN L & SUSAN 4720 COLUMBUS ST TWO RIVERS, WI 54241 (920) 793-3995 Day	Inspection Location: Van Horn Chrysler Dodge Jeep Ram of Manitowoc 4611 Expo Dr Manitowoc, WI 54220 Repair Facility (920) 684-7753 Business	Insurance Company: ACUITY, A MUTUAL INSURANCE COMPANY 02
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VEHICLE

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

VIN: 2C4RC1BG0FR646796	Interior Color:	Mileage In: 82,860	Vehicle Out:
License: 311-CBW	Exterior Color: BEIGE	Mileage Out:	
State: WI	Production Date: 12/2014	Condition: Excellent	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Console/Storage

Overhead Console

CONVENIENCE

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

Dual Air Condition

Backup Camera

Entertainment Center

Dual Power Sliding Doors

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

ROOF

Luggage/Roof Rack

SEATS

Bucket Seats

Reclining/Lounge Seats

Leather Seats

3rd Row Seat

Retractable Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Power Trunk/Liftgate

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN
Job Number:

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	Repl	Absorber	68082094AB	1	109.00	Incl.	
3		O/H front bumper				2.0	
4	** <>	Repl A/M CAPA Bumper cover	68088967AA	1	376.00	Incl.	3.0
5		Add for Clear Coat					1.2
6	**	Repl A/M CAPA Impact bar	5113162AA	1	390.00	0.4	
7		GRILLE					
8	**	Repl A/M Upper grille	68100692AB	1	440.00	Incl.	
9		FRONT LAMPS					
10	**	Repl A/M CAPA RT Headlamp assy w/o HID headlamps	5113336AI	1	281.00	0.5	
11		Aim headlamps				0.5	
12		RADIATOR SUPPORT					
13	Repl	RT Support brace	68023328AA	1	51.70	0.1	0.2
14		Add for Clear Coat					0.1
15		ELECTRICAL					
16	Repl	Low note horn	5026976AD	1	70.00 m	0.2	
17	#	Repl Flex additive		1	5.00		
18	#	Rpr Color sand and buff				0.5	
19	#	Color tint / color match		1			0.5
20		VEHICLE DIAGNOSTICS					
21	*	Rpr Pre-repair scan				m 1.0	M
22	*	Rpr Post-repair scan				m 1.0	M
23	#	COVID-19 Disinfect		1	25.00	1.0	
24	#	Subl Hazardous waste removal		1	8.00		
SUBTOTALS					1,755.70	7.2	5.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,755.70
Body Labor	5.2 hrs @	\$ 62.00 /hr	322.40
Paint Labor	5.0 hrs @	\$ 62.00 /hr	310.00
Mechanical Labor	2.0 hrs @	\$ 135.00 /hr	270.00
Paint Supplies	5.0 hrs @	\$ 42.00 /hr	210.00
Subtotal			2,868.10
Sales Tax	\$ 2,868.10 @	5.0000 %	143.41
Grand Total			3,011.51
Deductible			250.00
CUSTOMER PAY			250.00
INSURANCE PAY			2,761.51

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN

Job Number:

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

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

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

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 DR3TE08, CCC Data Date 11/09/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN

Job Number:

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

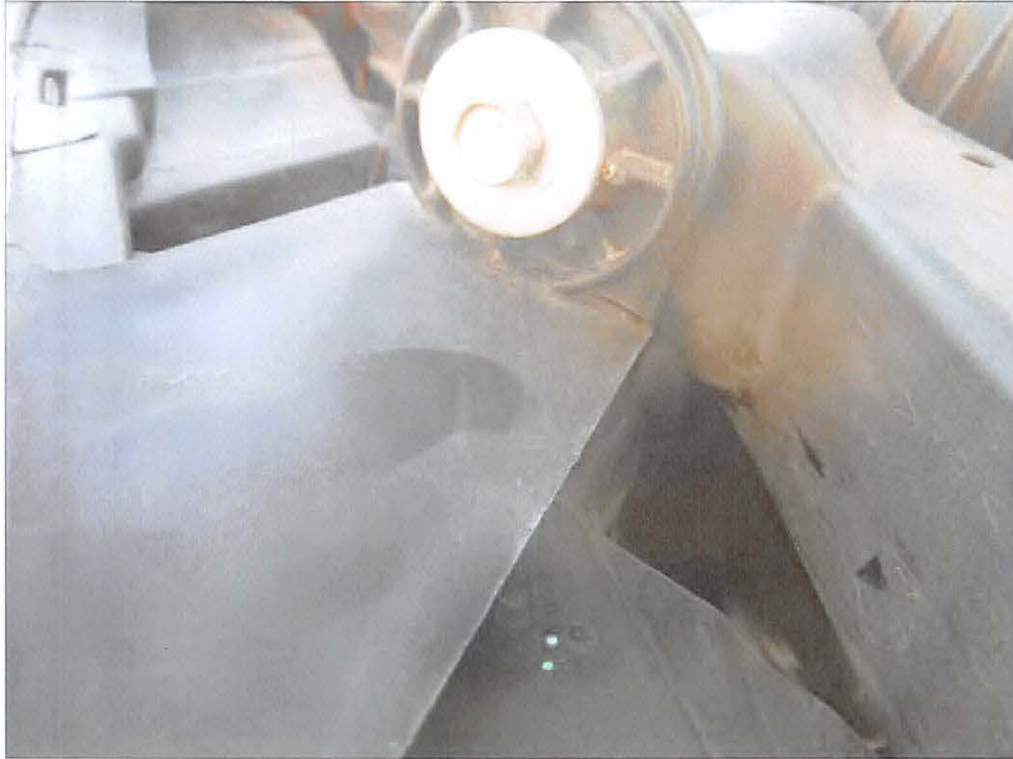
Customer: AUBRY, STEVEN L & SUSAN

Job Number:

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1000990PP A/M CAPA Bumper cover Quote: 714014927 Expires: 12/27/20	\$ 376.00
6	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1006218DSC A/M CAPA Impact bar Quote: 714133688 Expires: 12/26/20	\$ 390.00
8	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1200350 A/M Upper grille Quote: 714150069 Expires: 12/26/20	\$ 440.00
10	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH2503192C A/M CAPA RT Headlamp assy w/o HID headlamps Quote: 714019220 Expires: 12/27/20	\$ 281.00



RT H/LMP

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO1

File Date: 11/11/2020

Label: RT H/LMP

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



RT H/LMP

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO2

File Date: 11/11/2020

Label: RT H/LMP

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



HORN / RAD SUPT BRACE

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO3

File Date: 11/11/2020

Label: HORN / RAD SUPT BRACE

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



VIN

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO4

File Date: 11/11/2020

Label: VIN

Note: Owner: STEVEN L &
SUSAN, AUBRY | Style: 2015, CHRY, Town & Country
Touring | Insured: STEVEN L &
SUSAN, AUBRY | Loss Date: 11/06/2020 | Policy Number: P
76849 | C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



RF

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO5

File Date: 11/11/2020

Label: RF

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



LR

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO6

File Date: 11/11/2020

Label: LR

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



RT H/LMP

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO7

File Date: 11/11/2020

Label: RT H/LMP

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



HORN

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO8

File Date: 11/11/2020

Label: HORN

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



LIC PLT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO9

File Date: 11/11/2020

Label: LIC PLT

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



POI

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO10

File Date: 11/11/2020

Label: POI

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



RR

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO11

File Date: 11/11/2020

Label: RR

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



INTERIOR

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO12

File Date: 11/11/2020

Label: INTERIOR

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



ODOMETER

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO13

File Date: 11/11/2020

Label: ODOMETER

Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



LF

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO14

File Date: 11/11/2020

Label: LF

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



FRT BMPR / GRILLE

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO15

File Date: 11/11/2020

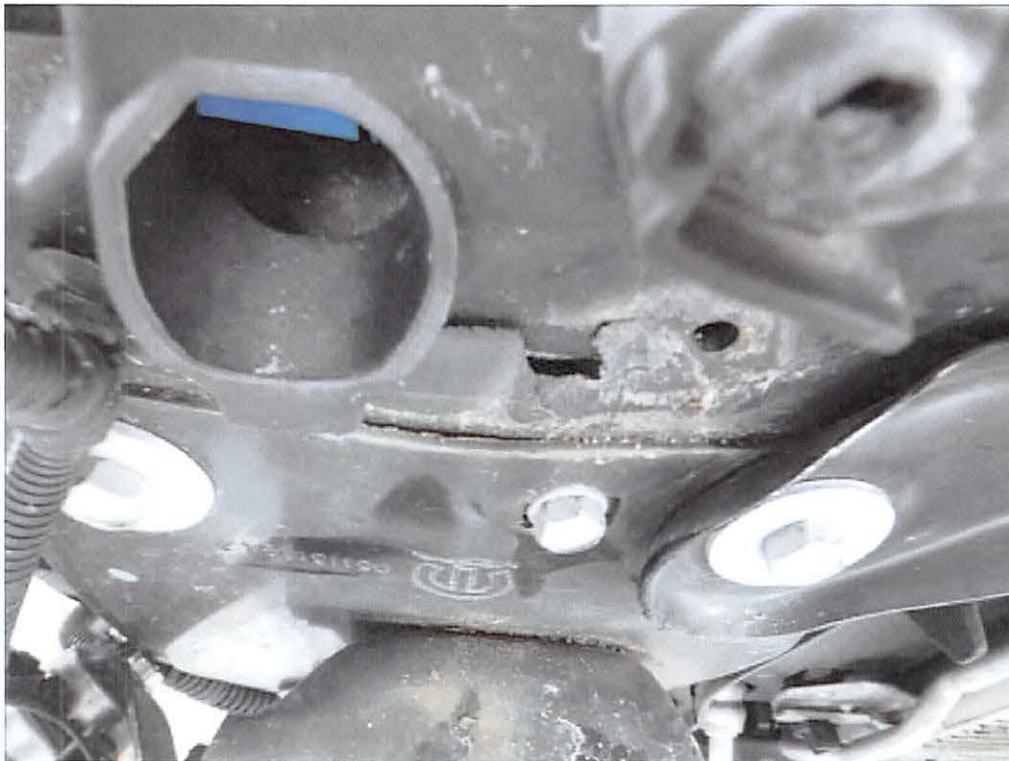
Label: FRT BMPR / GRILLE

**Note: Owner: STEVEN L &
SUSAN, AUBRY | Style: 2015, CHRY, Town & Country
Touring | Insured: STEVEN L &
SUSAN, AUBRY | Loss Date: 11/06/2020 | Policy Number: P
76849 | C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: E01



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO16

File Date: 11/24/2020

Label: S1 RAD SUPT

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01

HOME SALES SERVICE CONTRACTS SERVICE PARTS CUSTOMER EXPERIENCE

DealerCONNECT > Parts > Parts - Order Inquiries > Part Inquiries

Part Inquiry | Part Status | Order Status | Backorder | Cancellation Tracking | Prom...

Part Inquiry | Pipeline | Parts Locator | Supersedece | Price Change Inquiry | 5300 Pa

Part Number: Part Noun: PANEL Part Description: RAD/AT

* - Required Field

Supersedece Information: 68023326AD (Interchangeable) => 68023

Pricing Information			Part Attributes	
List Price:	500.00	USD	Model Year In/Model Year Out:	
Dealer Net (Includes Core/Deposit):	300.00	USD	DIMS(Size/LW/H):	
Core/Deposit:	0.00	USD	Weight:	
WholeSale Compensation:	0.00	USD	Product Line Major/Minor:	
Price Symbol:	B		Part Type Code:	
Merchandise Class:	1		Mopar Total Avg Wkly Dmd:	
Est. Premium Transportation: (Order Type "S" with Delivery Option "A")	200.00	USD	Facing PDC Avg Wkly Dmd:	
			Return Eligibility:	

Inventory

Dealer 60607 On Hand / On Order /	Facing PDC -	Source PDC -	Other

S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO17

File Date: 11/24/2020

Label: S1 RAD SUPT

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO18

File Date: 11/24/2020

Label: S1 RAD SUPT

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO19

File Date: 11/24/2020

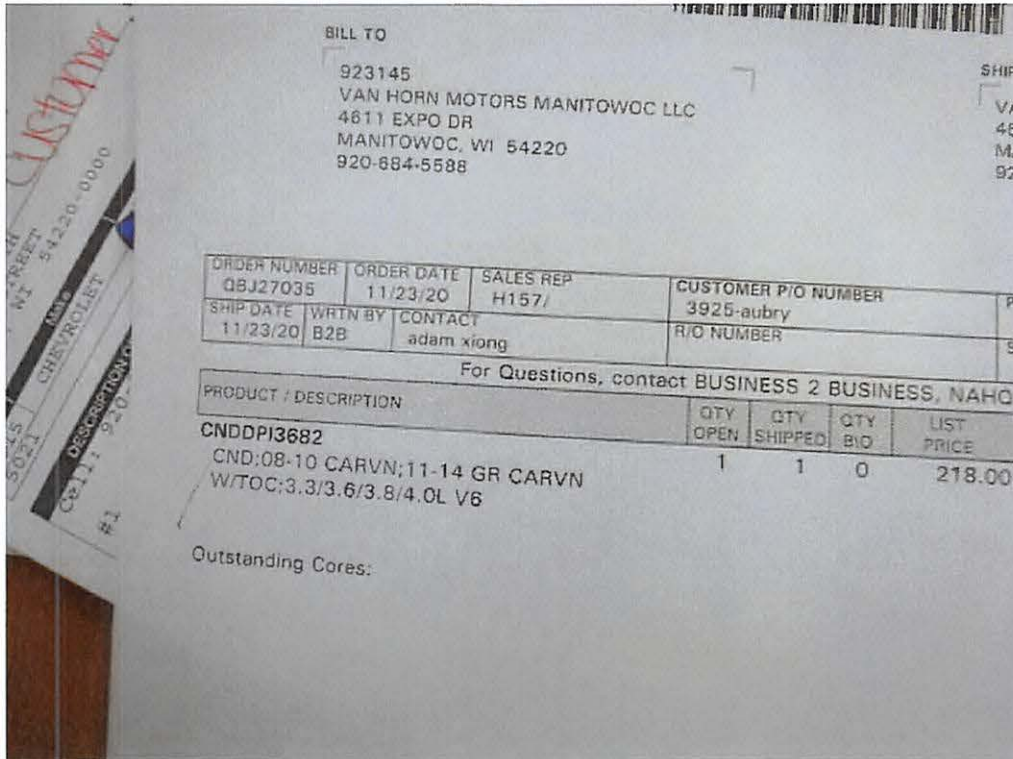
Label: S1 RAD SUPT

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01



S1 CND

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO20

File Date: 11/24/2020

Label: S1 CND

Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01



S1 A/C COND

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO21

File Date: 11/24/2020

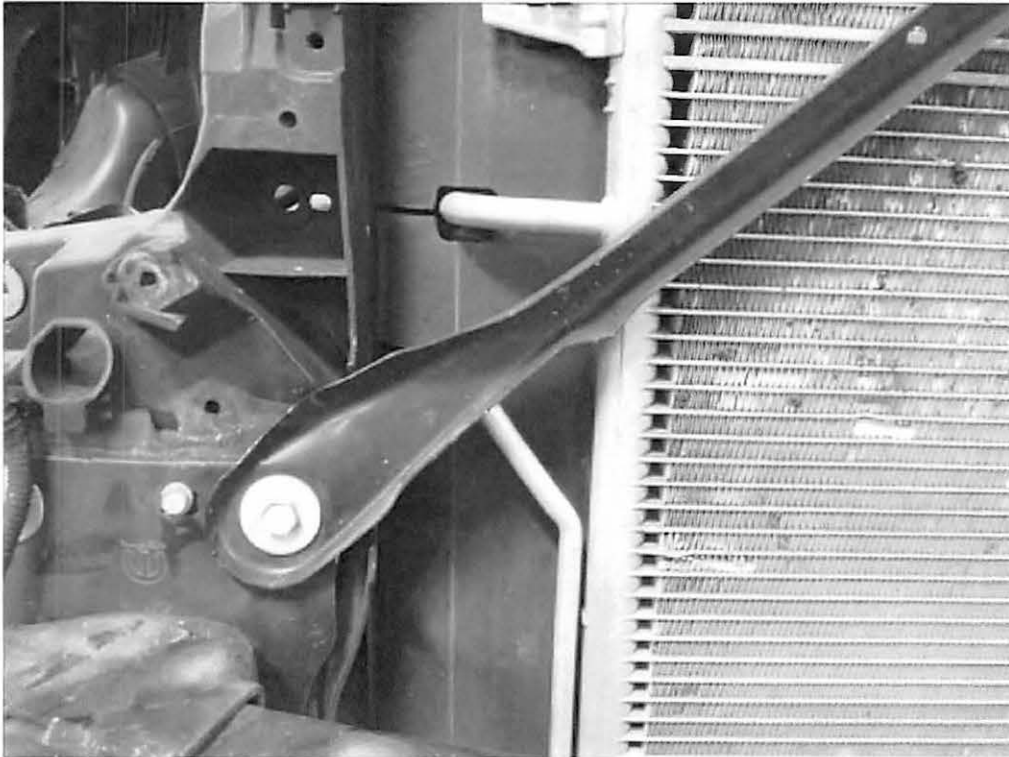
Label: S1 A/C COND

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400

File Name: PHOTO22

File Date: 11/24/2020

Label: S1 RAD SUPT

**Note: Owner:STEVEN L &
SUSAN,AUBRY|Style:2015,CHRY,Town & Country
Touring|Insured:STEVEN L &
SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P
76849|C**

Photo Location: Van Horn Chrysler Dodge Jeep Ram of

Photo Taken By: Ron Schwaller

Estimate Indicator: S01

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
 3400 SOUTH BUSINESS DRIVE – SHEBOYGAN, WI 53081
 OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
 FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

11/06/2020 11:29 AM

Owner

Owner: STEVEN L AUBRY
Address: 4720 COLUMAS STREET
City State Zip: Two Rivers, WI 54241
Work/Day: (920)793-3995
FAX:

Control Information

Claim # : RA2605
Insured Policy # :
Ins. Company: ACUITY INSURANCE
Email: claims@acuity.com

Inspection

Inspection Date: 11/06/2020 11:29 AM
Primary Impact: Front
Inspection Type:
Secondary Impact:
Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time: **Days To Repair:** 3

Vehicle

2015 Chrysler Town & Country Touring 4 DR Pass. Van Extended
 6cyl Gasoline 3.6
 6-Speed Automatic

Lic.Plate: 311CBW	Lic State: WI
Lic Expire:	VIN: 2C4RC1BG0FR646796
Prod Date:	Mileage: 82,714
Veh Insp# :	Mileage Type: Actual
Condition:	Code: M6664B
Ext. Color: CASHMERE PRL	Int. Color: Dk Frost Beige/Med Beige
Ext. Refinish: Two-Stage	Int. Refinish: Two-Stage
Ext. Paint Code: PFS	Int. Trim Code: H7LL

Options - AudaVIN Information Received

1st Row LCD Monitor(s)	2nd Row Head Airbags	3rd Row Head Airbags
7 Passenger Seating	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Auto Load Leveling	Automatic Dimming Mirror	Auxiliary Audio Input
Bodyside Moldings	Bucket Seats	Camper/Towing Package
Captain Chairs (4)	Center Console	Chrome Grille
Color-Keyed Bumper(s)	Cruise Control	DVD Player
Daytime Running Lights	Driver Information Sys	Driver Knee Airbag
Dual Air Conditioning	Dual Airbags	Dual Power Sliding Doors
Dual Zone Auto A/C	Elect. Stability Control	Electronic Compass
Floor Mats	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heated Rear Window Wiper	Heated Steering Wheel
Illuminated Visor Mirror	Intermittent Wipers	Keyless Access System
Keyless Entry System	Keyless Ignition System	LED Brakelights
Leather Shift Knob	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Drivers Seat	Power Liftgate
Power Quarter Windows	Power Steering	Power Windows
Privacy Glass	Pwr Accessory Outlet(s)	Pwr Driver Lumbar Supp
Rear Entertainment Systm	Rear Heater	Rear Side Wndw Sunshades
Rear Spoiler	Rear Step Bumper	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Remote Starter	Roof/Luggage Rack	Side Airbags
SiriusXM Satellite Radio	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Third Seat (trucks)
Tilt & Telescopic Steer	Tire Pressure Monitor	Touch Screen Display
Traction Control System	Trailer Hitch	Trip Computer
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect
Wood Interior Trim		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	E	18	46	Cover,Front Bumper	68088967AA	\$457.00		1.9	SM
2	L	18	13	Cover,Front Bumper	Refinish			3.7	RF
					2.6 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
3	E	5	46	Reinf,Front Bumper	5113162AA	\$459.00		1.9	SM
4	E	31	#	Brkt,Front Lic Plate	5288487AC	\$83.75		0.2	SM
				# = 01, 46					
5	E	19	49	Absorber,Front Bumper	68082094AB	\$109.00		0.1	SM
6	E	13	46	Brkt,Front Bumper Mtg LT	5113137AA	\$11.70		INC	SM
7	E	14	46	Brkt,Front Bumper Mtg RT	5113136AA	\$8.75		INC	SM
Front End Panel And Lamps									
8	E	8	46	Grille Assembly	68100692AB	\$545.00		INC	SM
Radiator Support									
9	E	49	46	Brace,Radiator Panel RT	68023328AA	\$51.70		0.1	SM
10	E	913		Horn,High Note	5026986AD	\$69.20		0.1	SM
Manual Entries									
11	SB			Hazardous Waste	Sublet Repair	\$5.00*			RF*
12	L			Flex Additive	Refinish	\$6.00*			SM

12 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts		\$1,795.10	
Other Parts		\$6.00	
Paint & Materials	3.7 Hours @ \$40.00	\$148.00	
Parts & Material Total			\$1,949.10
Tax on Parts & Material	@ 5.500%		\$107.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	4.3		4.3	\$258.00
Mech/Elec (ME)	\$120.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	3.7		3.7	\$222.00
Labor Total				8.0 Hours	\$480.00
Tax on Labor		@ 5.500%			\$26.40
Sublet Repairs					\$5.00
Tax on Sublet		@ 5.500%			\$0.28
Gross Total					\$2,567.98
Net Total					\$2,567.98

Alternate Parts Y/08/00/00/08/07 Cumulative 08/00/00/08/07 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 01/08/2021 01:44 PM REL 8.0.911 Update 5 DT 10/01/2020
State Disclosure:WI
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.



Op Codes

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

NG = Replace NAGS
 UE = Replace OE Surplus
 EU = Replace Recycled
 UM = Replace Reman/Rebuilt
 UC = Replace Reconditioned
 N = Additional Labor
 IT = Partial Repair
 P = Check

EC = Replace Economy
 ET = Partial Replace Labor
 TE = Partial Replace Price
 L = Refinish
 TT = Two-Tone
 BR = Blend Refinish
 CG = Chipguard
 AA = Appearance Allowance

OE = Replace PXN OE Srpls
 EP = Replace PXN
 PM = Replace PXN Reman/Reblt
 PC = Replace PXN Reconditioned
 SB = Sublet Repair
 I = Repair
 RI = R & I Assembly
 RP = Related Prior Damage

	Audatex	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p>	
		<p>© 2021 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p>	



















2020 VAN HORN MOTORS OF MANITOWOC \$1,331.40 12985661 Honored 12/02/2020

Pay To: VAN HORN MOTORS OF MANITOWOC

Mail To: VAN HORN MOTORS OF MANITOWOC
PO BOX 298
PLYMOUTH, WI 53073

Service Dates:
In Payment of: SUPPLEMENT 1 FOR STEVEN AND SUSAN
AUBRY

Payment Amount: \$1,331.40
Payment Number: 12985661
Pay Period:
Invoice Number:
IRS Number: 473729523
IRS Type: FEIN
Payment Status: Issued
Status Date: 11/25/2020
Attachments: No
Payment Type: Mechanized

Gross Payment to Attorney:

Remarks: SUPPLEMENT 1 PAYMENT FOR STEVEN AND SUSAN AUBRY

2020 STEVEN L & SUSAN M AUBRY \$2,761.51 12980175 Honored 12/01/2020

Pay To: STEVEN L & SUSAN M AUBRY
VAN HORN CHRYSLER DODGE JEEP RAM OF
MANITOWOC

Mail To: STEVEN L & SUSAN M AUBRY
4720 COLUMBUS ST
TWO RIVERS, WI 54241

Service Dates:
In Payment of: REPAIRS TO YOUR 2015 CHRYSLER TOWN
AND COUNTRY

Payment Amount: \$2,761.51
Payment Number: 12980175
Pay Period:
Invoice Number:
IRS Number:
IRS Type:
Payment Status: Issued
Status Date: 11/18/2020
Attachments: No
Payment Type: Mechanized

Gross Payment to Attorney:

Remarks: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY LESS YOUR \$250
DEDUCTIBLE

II

R. O. No. 75 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue.

FAP

CITY CLERK

DATE RECEIVED

9-17-20

RECEIVED BY

MKE

CLAIM NO.

12-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 17 '20 PM 12:00

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: LINDA ARGENTSEN
- 2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
- 3. Home phone number: 920 980 - 8408
- 4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 8-7-20 APPROX 9:45

6. Where did damage or injury occur? (give full description) SIDEWALK ON THE NORTH SIDE OF CENTER AVE - APPROX 20' WEST OF N. 6TH ST

7. How did damage or injury occur? (give full description) I WAS WALKING ON THE SIDEWALK & TRIPPED ON A RAISED PART OF THE SIDEWALK. FACE PLANTED INTO SIDEWALK - BROKEN ARM, RIBS BROKEN & BRUISES ON FACE

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

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

(b) Claimant's statement of the basis of such liability: NA

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

(a) Public property alleged to be dangerous: SIDEWALK.

(b) Claimant's statement of basis for such liability: PROPERTY OWNER SAID CITY KNEW OF DEFECT IN SIDEWALK & HAD PLACED A SAFETY CONE THERE AT ONE TIME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMOVED.

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

BROKEN ARM - DAMAGED SHOULDER - BROKEN RIBS - BRUISES ON FACE
TAKEN BY AMBULANCE FROM SITE TO HOSPITAL E.R.

11. Name and address of any other person injured: NONE.

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

Auto: \$ NONE

Property: \$ NONE

Personal injury: ? \$ WE HAVE NOT RECEIVED BILLING FROM AMBULANCE, ER, DOCTOR P.T. ETC.

Other: (Specify below) \$?
CANCELLED VACATION
LOSS OF EMPLOYMENT
TOTAL \$?

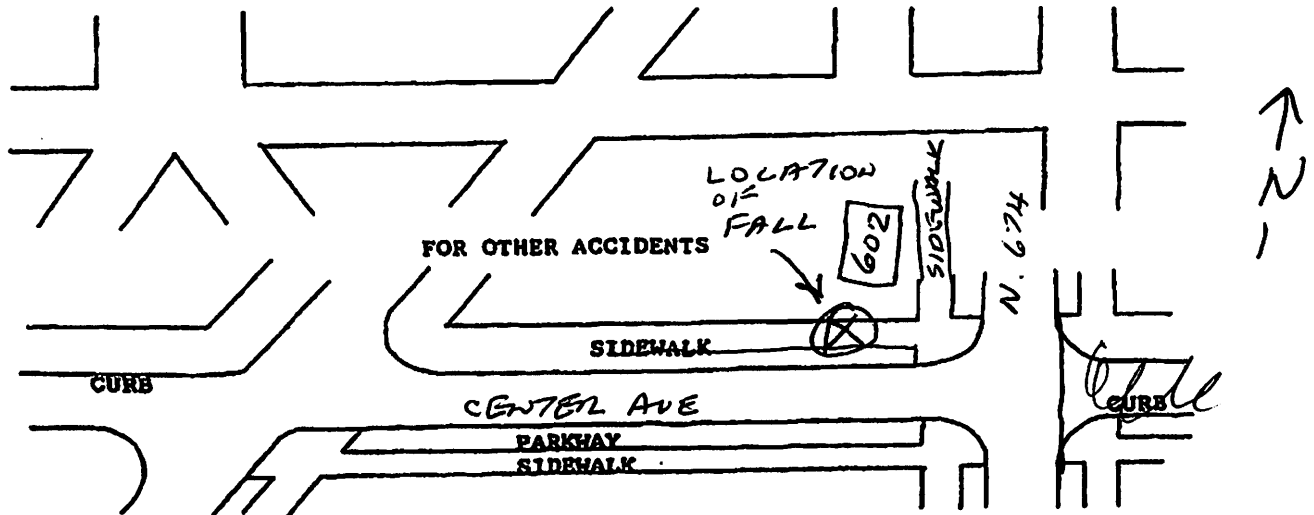
Damaged vehicle (if applicable) NONE

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

d. Wrentzen

DATE

9/16/2020

DATE RECEIVED 9-17-20

RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

Claimant's Name:	<u>LINDA ARENTSEN</u>	Auto	\$ <u>-0-</u>
Claimant's Address:	<u>2709 PRAIRIE WINDS CT</u>	Property	\$ <u>-0-</u>
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ <u>TBD</u>
Claimant's Phone No.	<u>920-980-8408</u>	Other (Specify below)	\$ <u>TBD</u>
TOTAL			\$ <u> </u>

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

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

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

SIGNED L. Arentsen

DATE: 9/16/2020

ADDRESS: 2709 Prairie Winds Ct., Sheboygan 53081

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

VI

6.27

R. C. No. 317 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 332-18-19 by Finance and Personnel Committee and R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21
F+P

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

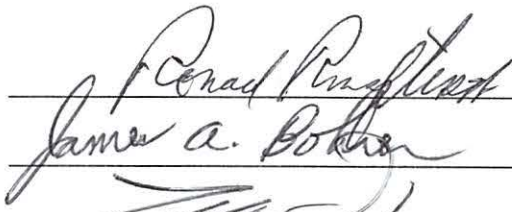
VI

5.28

R. C. No. 332 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020
1-270 hold*



 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

R. O. No. 143 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site.

~~Finance~~
Personnel
4-8-19 refers to Finance +
Personnel of new council.

CITY CLERK

Claim # 16-18

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow Street
Room 180
Waukesha WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 3, 2018

Ms. Meredith DeBruin, Clerk
City of Sheboygan
2026 New Jersey Ave
Sheboygan WI 53081

Subject: Notice of Claim

Dear Ms. DeBruin:

On August 28, 2018, the Department of Natural Resources provided the City of Sheboygan representative Ryan Sazama the Notice of Noncompliance that the department believed the City of Sheboygan was not complying with Wisconsin's storm water permitting standards at the site located at the NW ¼, NW ¼, Section 16, T14N R23E in the City of Sheboygan, Sheboygan County.

As stated in the Notice of Noncompliance, the department believes the City of Sheboygan has not followed its Wisconsin Pollutant Discharge Elimination System Permit. Section 283.33, Wisconsin Statutes, requires a person to follow a Wisconsin Pollutant Discharge Elimination System Permit for land disturbance activities of over an acre.

This letter fulfills the requirements of ss. 893.80(1) and 893.82, Wis. Stats., which requires written notice of the circumstances of a claim be served upon the state agency, employee or officer, and the attorney general within 120 days after the happening of the event which gave rise to the claim. The department believes the event that gave rise to the claim occurred in August 2018; the date a DNR staff member observed land disturbance activities that were not in compliance with permit conditions at the Site and confirmed with City of Sheboygan consultants.

If you have questions regarding this letter or storm water compliance, please call me at (262) 574-2126.

Sincerely,

Brooke Robinson
Storm Water Specialist
Division of External Services

Rec'd 10-3-18 @ 3:30p.m.
Meredith DeBruin



August 28, 2018

Mr. Ryan Sazama
2026 New Jersey Ave
Sheboygan WI 53081

NOTICE OF NONCOMPLIANCE for SouthPointe Enterprise Campus FIN 61743

Dear Mr. Sazama:

On August 22, 2018, Department staff noted that the work being done at the SouthPointe Enterprise Campus located in the City of Sheboygan, Sheboygan County also described as the NW ¼, NW ¼, Section 16, T14N R23E is not consistent with the plans submitted to the Department and approved for permit coverage for FIN 61743. At the time of inspection, storm water specialists, Brooke Robinson and Jamie Lambert noted and reported noncompliance to both your inspector, David Robinson and Jobsite supervisor, Branden Strayer.

Two of the three ponds were constructed; however, the banks were not stabilized, and the erosion matting did not extend to the plateau of the slope to avoid undermining of the matting and failure of the pond slopes. The ponds needed to be constructed and stabilized prior to removing vegetation from the entire site.

The diversion ditches were constructed but have not been stabilized. The ditches had no slope stabilization, nor do they have ditch checks, or channel erosion mat. The diversions were directly connected to the wetlands, not giving any of the required water quality protection to the resource.

The quantity of exposed, unstabilized sediment is the source of many problems onsite. The entire site (besides the wetlands) was stripped of topsoil and the site did not have temporary or permanent stabilization. It appeared that some seed had washed off, but no mulch was used, and the seed did not take. The seeding/mulching standards have not been met per technical standards 1058 and 1059. The practices that have been initiated onsite have not been maintained. The site needs temporary or permanent stabilization if any area is not being actively worked for 14 calendar days are at final grade.

The stockpiles do not have any perimeter control, and most do not have temporary stabilization. If they are not being actively used, they require temporary stabilization after seven calendar days of inactivity. The erosion seen on the piles showed that the piles have been present and unused for longer than the maximum seven days. This was confirmed by staff onsite.

The silt fence is not being used per Technical Standard 1056. It cannot be used in a flow path or to contain runoff from the area draining to it. It is buried at the bottom of slopes or more than half full on the flatter areas. Silt fence around several of the wetlands needs to be replaced and reassessed to be sure that required practices are implemented.

There were no tracking pads installed per Technical Standard 1057 at the time of the inspections and Department staff reported viewing excessive tracking on the roads on previous occasions. Tracking needs to be prevented at each of the entrances/exits that are in use in addition to sweeping the road. The technical standard has been

recently revised to include more options to prevent tracking. The tracking pads were still not placed at the time of an inspection on 8/29/18.

The ditches along CTH OK have portions that do not have any stabilization such as seeding or matting. There are significant sediment deposits from the site going through culverts and leaving the site. There are some ditch checks, however many are buried or have been broken or lost. The ditch checks are not being installed or maintained per Technical Standard 1062 Sediment needs to be removed and the area needs to be stabilized per the plans and technical standards. The slopes leading to ditches also need to be stabilized to reduce the source area draining to the ditches.

Several wetlands onsite had sediment fill present from unmaintained best management practices failing. The practices may be inadequate for some of the slopes surrounding them and the amount of land draining to them. Please review your plans, calculations and implementation to determine if a plan revision is required as well as BMP maintenance.

Please be advised that the department is authorized to seek injunctive or other appropriate relief for violations of pollution discharge elimination laws, including forfeitures of up to \$10,000 per day of violation pursuant to s. 283.33(1), Wis. Stats. Each day of violation is considered a separate offense. In lieu of seeking forfeitures by means of civil legal action, the department may at its discretion issue citations if it finds violations for which a person is subject to civil forfeiture. If you believe that this notice has been issued in error or if you have any other questions, please contact Brooke Robinson at 262-574-2126 or at brooke.robinson@wi.gov.

Thank you for your cooperation in resolving this issue.

Sincerely,



Brooke Robinson
Storm Water Specialist

Cc: Warden Juan Gomez, WDNR
Benjamin Benninghoff, Runoff Management Program Supervisor
David Robinson, Ruckert-Mielke

II

3.8

R. O. No. 59 - 20 - 21. By CITY CLERK. March 1, 2021.

Submitting a claim from Penny Hinz for alleged damages to her vehicle after a manhole cover popped off as it was driven over.

FP

CITY CLERK

DATE RECEIVED

2/25/21

RECEIVED BY

MKC

CLAIM NO.

26-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 25 '21 AM 9:20

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: PENNY HINZ
2. Home address of Claimant: 1519 FLORIDA AVENUE
3. Home phone number: 920 627-2203
4. Business address and phone number of Claimant: 1536 INDIANA AVE 920 458-1779
5. When did damage or injury occur? (date, time of day) 6-9-2020 9 pm
6. Where did damage or injury occur? (give full description) RIM OF VEHICLE
7. How did damage or injury occur? (give full description) MANHOLE COVER POPPED OFF AS DRIVEN OVER.
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: OFFICER CAROLINA WARRENS
 - (b) Claimant's statement of the basis of such liability: NOT LIABLE! BUT... DIDNT TAKE THE OBVIOUS STATEMENTS FROM NEIGHBORS, HAS ORIGINAL RECEIPT, NOT ATTACHED TO POLICE REPORT.
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: MANHOLE COVER 18th ST. (OHIO AVENUE) SIDE STREET.
 - (b) Claimant's statement of basis for such liability: THIS PARTICULAR MANHOLE COVER CAUSED MULTIPLE ACCIDENTS BEFORE MINE - ONE BEING THAT OF A FIRE TRUCK

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").

THE IMPACT WAS VERY INTENSE TO MY NECK
BUT NOT LOOKING FOR ASSISTANCE ON THAT. IT WORKED ITSELF OUT
JUST REPLACE RIM.

11. Name and address of any other person injured: 0

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

Auto:	\$ 969.05
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ 969.05

Damaged vehicle (if applicable)

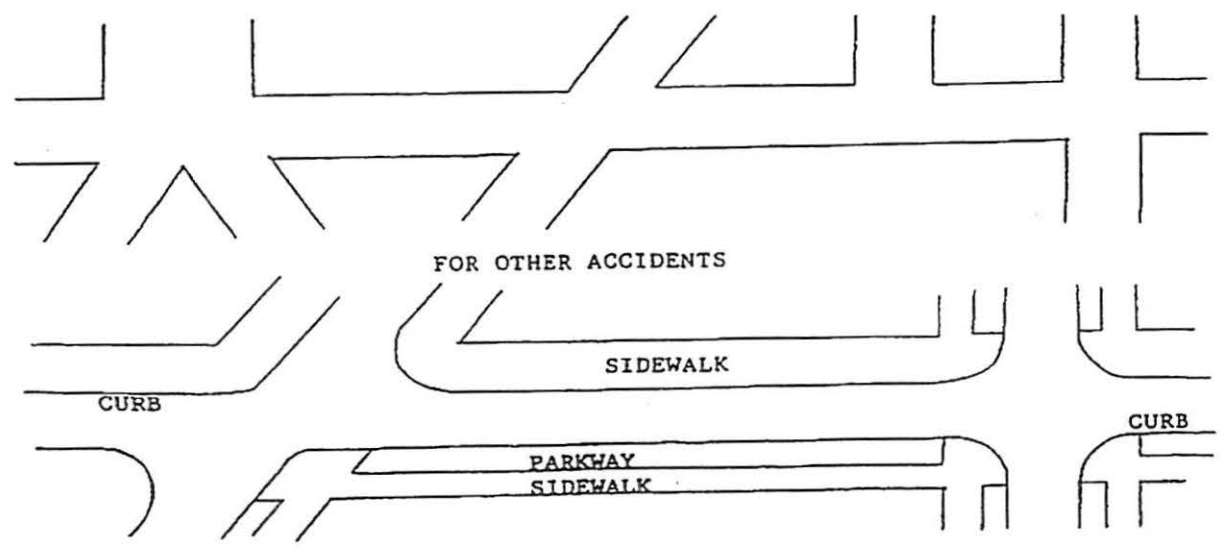
Make: NISSAN Model: PLATINUM Year: 2015 Mileage: 65,000

Names and addresses of witnesses, doctors and hospitals: _____

JEREMY GULLY, SALLY NITSCH
THEY BOTH LIVE IN FRONT OF MANHOLE COVER

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

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



SIGNATURE OF CLAIMANT [Signature]

DATE 12-8-2020

DATE RECEIVED 2/25/2021

RECEIVED BY MKC

CLAIM NO. 26-20

CLAIM

Claimant's Name: Penny Hinz

Auto \$ 969.05

Claimant's Address: 1519 FLORIDA AVENUE

Property \$ _____

Claimant's Phone No. 920 627-2203

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ 969.05

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 \$ 969.05.

SIGNED [Signature]

DATE: 12-8-2020

ADDRESS: 1519 FLORIDA AVENUE

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

G7L0B3P3PL
C20-09412

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

G7L0B3P3PL

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER CAROLINA WARRENS	
Crash Date 06/09/2020		Crash Time 09:02 PM	Date Arrived 06/09/2020	Time Arrived 09:08 PM	
Date Notified 06/09/2020		Time Notified 09:05 PM	Total Units 01	Total Injured	Total Killed
<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 type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

Diagram	Reconstruction By
	Photos By
	Additional Information

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

UNIT 1 WAS DRIVING NORTHBOUND ON S 18TH ST WHEN SHE DROVE OVER A MAN HOLE COVER. UNIT 1'S LEFT REAR TIRE POPPED AND IT CAUSED DAMAGE TO THE RIM OF THE WHEEL.

G7L0B3P3PL
C20-09412

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Location

ON S 18TH ST 66 FT N OF OHIO AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.720650424	Longitude -87.729250438
	X Coordinate 441259.3125	Y Coordinate 4841105
	Structure Type	

Crash Scene

First Harmful Event OTHER OBJECT - NOT FIXED		First Harmful Event Location ON ROADWAY	
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT		Light Condition DARK/UNLIT	
Road Surface Condition(s) WET		Roadway Factor(s)	
Environment Factor(s)			
Weather Condition(s) CLOUDY, RAIN			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area 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	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With OTHER OBJECT - NOT FIXED			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 CONCRETE			Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO					

Sequence Of Events

01	Event OTHER OBJECT - NOT FIXED
02	Event
03	Event
04	Event

G7L0B3P3PL
C20-09412

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT	Policy Holder		
	Insurance Company DONEGAL-MUTUAL-INS-CO		Individual PENNY HINZ
UNIT	Individual		
	Individual		Citations Issued
	Date of Birth		Sex
UNIT	Address		Driver License Number
	Safety Equipment		
01	On Duty Crash		Safety Equipment
	Row	Seat Position	
	Helmet Use		Helmet Compliance
	Eye Protection		Tint Compliance
	Injury Injury Severity		Airbag
	Ejected	Ejection Path	Trapped/Extricated
	Medical Transport		EMS Agency Identifier
Hospital		Date of Death	
Time of Death			
UNIT	Distracted By Distracted By Source		
	Distracted By Action		
	Non Motorist Striking Unit # Location		
UNIT	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol Suspected Alcohol Use Suspected Drug Use		
01	Alcohol Test Given		Alcohol Test Type
	Alcohol Test Results		
	Drug Test Given		Drug Test Type
Drug Test Results			
Drug Type			

G7L0B3P3PL
C20-09412

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

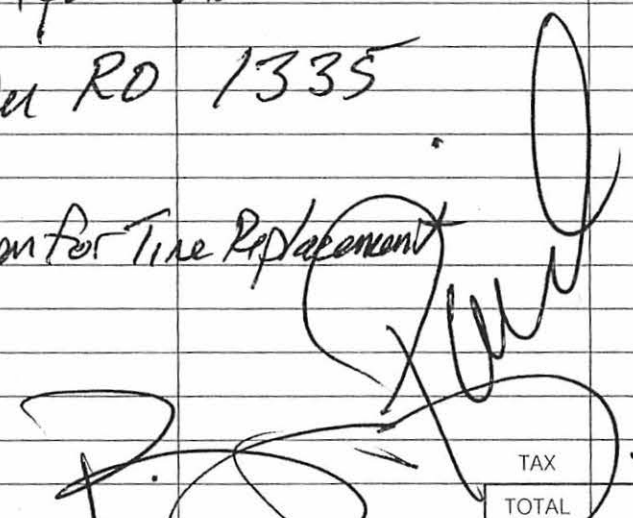
Individual Condition



Frames
Axles
Wheels
Straightening

ROBERT RUSCH, INC.
AUTOMOTIVE REPAIR SHOP
1129 Indiana Ave.
Sheboygan, Wis. 53081
Dial 452-8681

Tops
Bodies
Fenders

Customer's Order No.		Date		6/17		2020	
Sold to		Penny Heng					
Address						Phone	
MDSE. SOLD		MDSE. RET'D		RECD. ON ACCT. - NOTE	MISC'L	PAID OUT	
CASH	CHARGE	CASH	CREDIT				
QUAN.	NUMBER	ARTICLES			PRICE	AMOUNT	
		Repair Vehicle as per RO 1335				969.05	
		open for Tire Replacement					
					TAX		
					TOTAL		
All claims and returned goods MUST be accompanied by this bill.							
J029148		Salesman		Received By			




VI

6.25

R. C. No. 315 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 347-18-19 by Finance and Personnel Committee and R. O. No. 241-18-19 by City Clerk submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21
FAP



Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

5.43

R. C. No. 347 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 241-18-19 by City Clerk submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020*

<u><i>Robert Ruffley</i></u>	_____
<u><i>James A. Bohrer</i></u>	_____
<u><i>[Signature]</i></u>	_____

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.5

R. O. No. 241 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice.

CITY CLERK

*Finance + Personnel
4-8-19 Refer to Finance + Personnel
of new council.*

MAR 27 '19 AM 10:31

32-18 MKC
3-27-19

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

To: Sheboygan City Clerk
Attn: Meredith DeBruin
828 Center Avenue
Sheboygan, WI 53081

Claimant:
Caleb Sanders
2208 South 17th Street
Sheboygan, WI 53081

Sheboygan Public Works
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Caleb Sanders, by his attorneys, Sperling Law Offices LLC, states that the following circumstances gave rise to his injuries:

1. That on or about February 21, 2019, Caleb Sanders slipped and fell on ice which may or may not have been located on a city sidewalk at or near the address of 1102 North 8th Street in the City and County of Sheboygan, State of Wisconsin.
2. That on or about that date, the area where Mr. Sanders fell was not properly maintained and extremely icy, slippery, and unsalted, among other negligent acts and omissions.
3. As a result of these circumstances, Mr. Sanders suffered injuries to his left arm, among other injuries, and he has and will incur medical costs and other injuries and damages.

Dated: 3/25/19



Sperling Law Offices LLC
Attorneys for Caleb Sanders
By Michael S. Sperling
State Bar No. 1005133

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

II

3.4

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

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

CITY CLERK

FAP

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

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

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendants:

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

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

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

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

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

AXLEY BRYNELSON, LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

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

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

COMPLAINT

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

1. Plaintiff, Audrey Brubaker, is and was at all relevant times, an adult resident of the State of Wisconsin, who resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081.
2. Plaintiff Estate of Roman Martin, by his next of kin and biological mother, Audrey Brubaker, is a proper party hereto and brings claims for Roman Martin's (deceased) funeral and burial expenses, fear of death and conscious pain and suffering as described herein.
3. Defendant City of Sheboygan is a municipality, governmental subdivision with a principal office address of 828 Center Avenue, Sheboygan, Wisconsin 53081. At all material times, the City of Sheboygan employed Christopher A. Dekker. At all material times, Mr. Dekker

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

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

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

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

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

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

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

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

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

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

CAUSE OF ACTION AGAINST
DEFENDANT CITY OF SHEBOYGAN AND ABC INSURANCE

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

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

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

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

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

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

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

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

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

AXLEY BRYNELSON LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com

II

4.2

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

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

CITY CLERK

FAP

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2020CV000426
Class Code: Money Judgment

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

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server *Pat*
Date *12/1/20* Time *9:19* am/pm
 Personal Substitute
 Posted Corporate

Case number 2020CV000426 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 62e1ac

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

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

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

Sheboygan County Circuit Court
Date: December 1, 2020

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

v.

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

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

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

v.

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

Defendant.

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

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

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

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

Background Facts

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

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

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

First Claim for Relief - Excessive Tax Assessment

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

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

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

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

Second Claim for Relief - Non-Uniform Tax Assessment

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

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

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

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

Third Claim for Relief - Declaratory Judgment

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

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

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

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

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

WHEREFORE, plaintiff Walmart seeks the following relief:

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

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

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

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

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing on an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

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

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

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable) * Christopher L. Strohbahn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address Brandon.Caplena@walmart.com	Agent's email address cstrohbahn@grgblaw.com / rkarnes@grgblaw.com

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

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

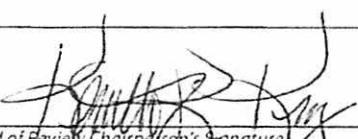

Requestor's / Agent's Signature

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

Decision

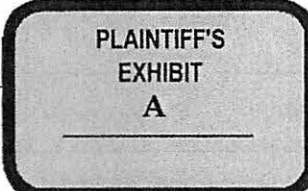
Approved Denied

Reason _____


Board of Review Chairperson's Signature

10/14/2020
Date

Taxpayer advised 10-16-2020
Date



II

3.3

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

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

CITY CLERK

F+P

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**UnitedOne Credit Union vs. Kathleen Repphun-Burss et al **Electronic Filing
Notice**Case No. 2021CV000010
Class Code: Foreclosure of MortgageFILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward
Stengel
Branch 1
JAN 14 '21 PM 8:18CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Served On
 Name: City of Sheboygan
 Address: 828 Center Avenue
 City: Sheboygan, WI
 Date: 1/14/21
 Time: 3:15 PM
 Served By: Melissa Cleverger

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

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

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

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

Pro Se opt-in code: fae0e3

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

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

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

Sheboygan County Circuit Court
Date: January 12, 2021

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

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

vs.

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

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

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

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

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

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

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

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

Dated this 12th day of January, 2021.

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

Electronically signed by Michele M. McKinnon

By: _____

Michele M. McKinnon
State Bar No. 1041053

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

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

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

Plaintiff,

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

vs.

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

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

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

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

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

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

THE PARTIES

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

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

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

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

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

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

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

**GENERAL ALLEGATIONS COMMON TO
ALL CLAIMS FOR RELIEF**

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

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

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

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

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

Tax Parcel No. 59281627190

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

Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAIM FOR RELIEF I
FORECLOSURE OF REAL ESTATE

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

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

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

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

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

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

WHEREFORE, UnitedOne prays for judgment as follows:

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

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

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

- (i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;
- (ii) The Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;
- (iii) the amounts due upon the Note and Mortgage, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;
- (iv) the Bursses and Michels, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;
- (vi) the Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold, and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable, and

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

Dated this 12th day of January, 2021.

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

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

By: s/ Michele M. McKinnon

Michele M. McKinnon

State Bar No. 1041053

POST OFFICE ADDRESS:

231 South Adams Street

P. O. Box 23200

Green Bay, WI 54305-3200

(920) 437-0476

3645222

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

NOTICE OF DEBT VALIDATION

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

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

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

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

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

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

REAL ESTATE MORTGAGE NOTE (NON-CONSUMER)

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

Acct. No. 23 M1

MANITOWOC

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

(Check Applicable Box):

- (A) [] in installments of \$, beginning on and on the day of each month thereafter, plus a final payment of \$ due on ;
(B) [X] in 299 installments of \$ 95.23, beginning on DECEMBER 1, 2005 and on the 1ST day of each month thereafter, plus a final payment of \$ 95.69 due on NOVEMBER 1, 2030. However, the entire indebtedness outstanding, including any additional advances shall be payable on demand of the Credit Union after OCTOBER 31, 2012. Until the Credit Union makes such demand, monthly payments of principal and interest shall continue as provided herein.
(C) [] (Other - Specify)

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature]

Borrower [Signature] (Seal) KATHLEEN S BURSS

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

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

ADDITIONAL PROVISIONS

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

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

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

1783652

MORTGAGE (NON-CONSUMER)

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

SHEBOYGAN COUNTY, WI
RECORDED ON

11/30/2005 10:02AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION 0

STAFF ID 6
TRANS 0 72102

0 OF PAGES: 2

Acct. No. 14323 M1

In consideration of the sum of **FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100**

Dollars (\$ 14,169.38) .

the receipt of which is acknowledged,

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

("Mortgagor", whether one or more) mortgages, conveys and warrants to **UNITEDONE CREDIT UNION** ("Credit Union"), of **MANITOWOC**, Wisconsin and its successors and assigns the following described real estate in **SHEBOYGAN**

County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

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

Parcel ID Number 59281627190

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

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

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

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

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

SEE PAGE TWO FOR ADDITIONAL PROVISIONS.

Kathleen S. Burss (Seal)
Mortgagor
KATHLEEN S BURSS

Signed and Sealed this 31st day of **OCTOBER 2005**
Gary Burss (Seal)
Mortgagor
GARY BURSS
Wendy Michels (Seal)
Mortgagor
Wendy Michels
TN Shelby County

STATE OF WISCONSIN }
MANITOWOC County } SS
This instrument was acknowledged before me on **OCTOBER 31, 2005**
KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

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

Wendy Michels signed before me **DEBRA B. JENKINS**,
Notary Public this **2A OCT 2005**
DEBRA B JL

THIS INSTRUMENT WAS DRAFTED BY:
JULIE WILKE

* Type or Print Name Signed Above

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

ADDITIONAL PROVISIONS

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



November 10, 2020

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

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

Wendy Michels
114 East Dr
Hendersonville TN 37075

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

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

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

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

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

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

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

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

Sincerely,

Shannon Schad
Asset Protection Coordinator

EXHIBIT C





November 10, 2020

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

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

91 7199 9991 7037 9792 3582

Wendy Michels
114 East Dr
Hendersonville TN 37075

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Since 1911


Shannon Schad
Asset Protection Coordinator

We're here because you're here!





November 10, 2020

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

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

Wendy Michels
114 East Dr
Hendersonville TN 37075

91 7199 9991 7037 9792 3599

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Sincerely,

Sharon Conrad
Asset Protection Coordinator

II

4.3

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

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

FAP

CITY CLERK

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

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

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

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

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

and

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

Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as defendant:

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

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

You may have an attorney help or represent you.

SEP 24 10 41 AM '20

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

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

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

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

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

and

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

Defendants.

COMPLAINT

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

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

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

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

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

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

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

Dated this 21st day of September, 2020.

HOPP NEUMANN HUMKE LLP
Attorneys for Plaintiff

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

Mailing Address:

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

Telephone: 920-457-8400

Facsimile: 920-457-8411

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

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

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

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

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

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

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

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

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

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____
- C. No title evidence was provided prior to execution of this Contract.

Legibility Impaired

**LETTER REPORT OF TITLE****File #: 1152565**

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

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

Assignment of Rents from Daniel C. Wilson to Cleveland State Bank recorded June 19, 2009 as Document No. 1880730.

Other matters.

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

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



August 28, 2020

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

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

Dear Mr. Pocian:

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

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

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

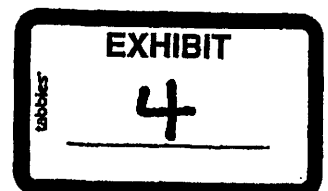
Very truly yours,

Oliver M. Bauer
e-mail

OMB/cb

cc Ms. Cheryl Eggen

RECEIVED 052900000100159366 DOCX



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

Cheryl Eggen vs. Richard A. Pocian et al

**Electronic Filing
Notice**

Case No. 2020CV000346

Class Code: Foreclosure of Mortgage

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

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

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

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

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

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

Pro Se opt-in code: 64d867

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

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

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

Sheboygan County Circuit Court
Date: September 22, 2020

II

3.9

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

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

FAP

CITY CLERK

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

STATE EX REL.

Case Classification Code 30955

CHAD SHELTON

1026 SWIFT AVE, SHEBOYGAN, WI 53081



Petitioner,

21CV0053

v.

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

Respondent.

PETITION FOR WRIT OF CERTIORARI

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

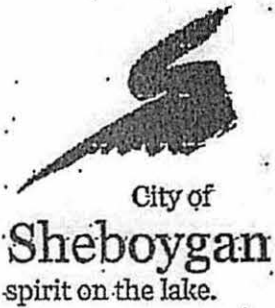
1. I am a resident of the city of Sheboygan.
2. The respondent is the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.
3. I hereby ask the court to review the decision of the respondent regarding the finding of dangerous and vicious dog on my dogs Cronus and Odysseus.
4. There is no nonjudicial remedy available subsequent to the respondent's decision on appeal. Pursuant to Wis. Stats. § 68.13 I have the right to appeal this decision via filing for a judicial review.
5. I am now challenging the decisions of the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council in the dangerous dog proceeding. In the following respects, the proceedings described above were erroneous, were arbitrary and capricious, and were contrary to state law and the Wisconsin and United States Constitutions.

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

Respectfully submitted,

PRO SE PETITIONER

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



January 15, 2021

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

Dear Mr. Shelton:

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

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

Sincerely,



Charles C. Adams
CITY ATTORNEY

CCA/kah

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

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

Duty served this 16 day of Feb 2021
at 1007 AM PM UPON Meredith Debra
as personal or substituted service
at 528 Center Sheb
(Street address or location) (City, town, Village)
Sheboygan County, Wisconsin
by [Signature] Deputy
Sheboygan County Sheriff's Department

II

4.2

R. O. No. 129 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al.

CITY CLERK

Finances
Personnel

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

James Pulaski vs. City of Sheboygan et al

**Electronic Filing
Notice**Case No. 2019CV000646
Class Code: Other-Personal InjuryFILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4WILLIAM BORZYSKOWSKI
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2019CV000646 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 7f0855

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

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

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

Sheboygan County Circuit Court
Date: December 11, 2019

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

SHEBOYGAN COUNTY

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:

Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose

your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

BRANCH _____

FILED

12-11-2019

Sheboygan County

Clerk of Circuit Court

2019CV000646

Honorable Rebecca L.

Persick

Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:

Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

COMPLAINT

The plaintiff, James Pulaski, through his attorney Jason E. Dierkes, of Dierkes Law Office, LLC, alleges as follows:

PARTIES

1. Plaintiff, James Pulaski, with a mailing address as stated in the caption, is the owner of what was formerly known as 736 South Water Street, Sheboygan, in Sheboygan County, and is now a vacant lot identified as tax parcel 59281109670.

2. Defendant, City of Sheboygan, is an incorporated Wisconsin municipality, a city, with its' offices located at 828 Center Avenue, Sheboygan, Wisconsin.
3. Defendant, William Borzyskowski, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Code Enforcement Officer, and the signatory for the raze order issued and enforced and at question in this suit.
4. Defendant, Martin W. Halverson, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Finance Director, the authorizing and responsible person of the purchase orders for the entry by third-party entities and the hiring of the company that demolished the plaintiff's property in question in this suit.

JURISDICTION AND VENUE

5. This court has jurisdiction over the subject matter of this dispute pursuant to Article VII §8 of the Wisconsin Constitution.
6. This court has jurisdiction over the defendants pursuant to Wis.Stat. §801.04 and §801.05.
7. Venue is proper pursuant to Wis.Stat. §801.50.
8. This court has jurisdiction to hear deprivation of constitutional and civil rights claims under the United States Constitution, Wisconsin Constitution, Title 42 U.S.C §1983, multiple United States Supreme Court decisions, and the Wisconsin Supreme Court decision in *Terry v. Kolski*, 78 Wis. 2d 475, 254 N.W.2d 704 (1977)

GENERAL ALLEGATIONS

9. The plaintiff, James Pulaski, in January of 2016, purchased and became the owner of 736 South Water Street, located in the City of Sheboygan, which contained the lot and a residential improved building located thereon.

10. In order to improve and renovate the home, Mr. Pulaski requested and obtained from the defendant a building permit to perform rough carpentry and roof replacement on the property- building.
11. The permit application of October 2016 contained Mr. Pulaski's contact information including full name, his then address of 940 South 57th Street, West Allis, Wisconsin 53214, along with his mobile cell phone number. **(Exhibit 1)**
12. The residential building at issue was in need of repairs and/or rebuilding, and post building permit issuance, and over the following year or more, Mr. Pulaski, along with family and friends, performed significant property renovations or construction on the property, including, but not limited to, new roof framing, joists, decking, roof, etc. **(Exhibit 2)**
13. The plaintiff, Mr. Pulaski, expended substantial resources for the initial renovation and improvement, with materials and construction costs exceeding over thirty-thousand dollars, not including labor.
14. In addition to the plaintiff's contact information being contained in the building permit application and issuance, in January of 2017, Mr. Pulaski, being an out of town owner, again notified and informed the City of Sheboygan of his contact information for any property related issues. **(Exhibit 3)**
15. The defendants at all times relevant had the Plaintiff's mailing address, mobile phone number, and email address.
16. The defendants at all times relevant knew that the residential building located at 736 South Water Street, in the City of Sheboygan, was not occupied by the plaintiff and was not occupied by anyone.
17. Unknown to the plaintiff, on November 7th, 2018 defendant issued and signed a Raze Order for plaintiff's property. **(Exhibit 4)**

18. At no time did the defendants, or any City of Sheboygan representative, contact the plaintiff regarding any permit, code, or any property related issues between the date of the construction permit issued to the plaintiff and the issuance of the November 7th, 2018 Raze Order.

19. The Raze Order terms required the plaintiff to comply within 30 days of service of the order.

20. Service of the raze order upon the plaintiff was to be in the same manner as service in the circuit court.

21. "For more than a century, the central meaning of procedural due process has been clear: 'Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right, they must first be notified.' *and* It is equally fundamental that the right to notice and an opportunity to be heard "*must be granted at a meaningful time and in a meaningful manner.*" *Baldwin v. Hale*, 1 Wall. 223, 68 U. S. 233; *Armstrong v. Manzo*, 380 U. S. 545, 380 U. S. 552. *Fuentes v. Shevin*, 407 U.S. 67, 80, other internal citations omitted.

22. On or about November 8th, 2018 the City of Sheboygan requested personal service from Cream City Process, to serve the plaintiff at the known address in West Allis, Wisconsin, with a copy of the raze order.

23. Without inquiring about the status of personal service, or waiting for personal service to be obtained, the City of Sheboygan only two days after issuance of the raze order, had the raze order notice published in Sheboygan County, via the Sheboygan Press, one time, on November 10th, 2018; and the defendants did so with the knowledge that the plaintiff "lived outside the county" and with the knowledge that the county of the plaintiff's address was Milwaukee.
(Exhibit 5)

24. Despite the defendants knowing that the plaintiff lived outside of Sheboygan County, and despite knowing that the property subject to the raze order was unoccupied, two days after

the raze order was issued, the City of Sheboygan had the raze order "posted" on the subject property door. **(Exhibit 6)**

25. The posting did not include the mailing of the raze order, and the raze order was not mailed to the Sheboygan property, nor was it mailed to the address the plaintiff previously provided the defendants, the West Allis address.

26. Also, on the date of issuance of the raze order, the raze order was mailed to all interested parties, *but it was not mailed to the plaintiff.* **(Exhibit 7)**

27. The Raze Order terms required the plaintiff to comply within 30 days of service of the order, and even if the raze order was served upon the plaintiff on the same day the raze order was issued, the plaintiff would have had until December 8th, 2018 to either comply with the order or to file for a notice and opportunity to be heard hearing in the circuit court.

28. However, without service being obtained, and prior to December 8th, 2018, on November 14th, 2018, the defendants proceeded with the raze order process regardless of service, and unlawfully occupied and entered the plaintiff's property by hiring and instructing Cardinal Environmental, Inc. to perform various environmental tests upon the plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 8)**

29. In addition, without service being obtained, and prior to December 8th, 2018, on November 30th, 2018, the defendants proceeded to submit a purchase order by hiring and instructing Environet, Inc. to perform various work on plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 9)**

30. Further, without service being obtained, and prior to December 8th, 2018, the defendants proceeded to request a proposal for demolition of the subject property from Spielvogel and Sons Exc., Inc. , and submitted a purchase order for said work, all in the month

of November, 2018, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 10)**

31. On or about December 11th, 2018, Cream City Process service informed the City of Sheboygan that the plaintiff had recently moved from the West Allis address, and Cream City Process inquired if the City wanted further work regarding plaintiff's location, but on January 2nd, 2019 the City informed Cream City that further location work would not be needed. **(Exhibit 11)**

32. The plaintiff's building was razed, removed and demolished after the notice email of December 11th, 2018 informing the city, and before the City's response email of January 2nd, 2019.

33. The defendants in demolishing the plaintiff's building and property served notice by posting on a property the defendants knew was unoccupied, published in a county the defendants knew the plaintiff did not reside, never mailed the raze order to the known address for the plaintiff or to the subject property, the defendants never called the known mobile phone number on record for the plaintiff to notify him or provide notice, never sent an email to the available email address of the plaintiff; never obtained personal service, and declined to reasonably investigate and effectuate service.

**FIRST CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

34. The plaintiff incorporates paragraphs one through thirty-four of this complaint as if set-forth fully herein.

35. The Fourteenth Amendment to the United States Constitution states, in part, "No state shall deprive... any person of life, liberty, or property, without due process of law." U.S. Const. Amed. XIV, §1.

36. 42 U.S.C. §1983, "every person who, under color of any statute, ordinance, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any Citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

37. Notice is to be given in a manner reasonably calculated to ensure the intended target receives it in a timely manner.

38. The defendants' attempts to provide notice to the plaintiff was legally deficient.

39. The defendants' failed to take reasonable measures to ensure notice and were reckless and exercised a careless disregard for the plaintiff's rights in demolishing his building.

40. The plaintiff's building having already been demolished pursuant to the defendants actions, and the defendants actions having deprived the plaintiff with the notice and opportunity for a pre-raze hearing, has left the plaintiff without an otherwise post deprivation remedy.

41. As a result, the defendants have deprived the plaintiff of his property without due process of law in violation of the Fourteenth Amendment.

**SECOND CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

42. The plaintiff incorporates paragraphs one through forty-two as set forth fully herein.

43. The Fourth Amendment to the United States Constitution provides, in part, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. Amend. IV

44. The Fourth Amendment is incorporated against the States and political subdivisions by the Fourteenth Amendment and actionable by the plaintiff under 42 U.S.C. §1983.

45. The defendants' pre-raze actions, property inspection and entrance, and confiscation of the plaintiff's property, and personal property located on the property but not accounted for, without a warrant or an applicable exception to the warrant requirement, deprived the plaintiff of his Fourth Amendment rights.

**THIRD CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

46. The plaintiff incorporates paragraphs one through forty-six as if set forth fully herein.

47. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec. 13, provides, The property of no person shall be taken for public use without just compensation therefor.

48. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec 9, provides, Every person is entitled to a certain remedy in the laws for all injuries, or wrongs which he may receive in his person, property, or character; he ought to obtain justice freely, and without being obliged to purchase it, completely and without denial, promptly and without delay, conformably to the laws.

49. That pursuant to Wis.Stat. 893.80, a notice of claim must be filed prior to commencing suit against a municipality.

50. That on or about April 25th, 2019, the plaintiff served a notice of claim upon the defendant City of Sheboygan, with notice of injury and the grounds therefor.

51. That on or about June 14th, 2019 the plaintiff received a notice of said denial of plaintiff's claim from the defendant City of Sheboygan.

52. That the City of Sheboygan, through its' employees, has deprived the plaintiff of his due process rights, seized and obtained property of the plaintiff, and conducted a demolition of the plaintiff's property contrary to State raze order procedure, establish service of process

requirements, and without due compensation to the plaintiff, in violation of the Wisconsin Statutes and the Wisconsin Constitution.

Wherefore, the plaintiff demands judgment:

- (a) Finding that the Defendants deprived the Plaintiff of his Fourteenth Amendment right to due process of law in violation of 42 U.S.C. §1983;
- (b) Finding that the Defendants deprived the Plaintiff of his Fourth Amendment right to be free from unreasonable searches and seizures in violation of 42 U.S.C. §1983;
- (c) Finding that the Defendants deprived the Plaintiff of his property rights, due process, and just compensation rights under the Wisconsin Constitution;
- (d) Awarding the Plaintiff damages for the deprivation of his rights and for his loss of property, in an amount to be decided by the trier of fact;
- (e) Awarding the Plaintiff his punitive damages for the reckless and careless disregard of his rights;
- (f) Awarding the Plaintiff his costs and attorney fees under 42 U.S.C. §1988
- (g) Awarding the Plaintiff other relief as the Court may deem just and reasonable.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

FILED

STATE OF WISCONSIN

SHEBOYGAN COUNTY

Sheboygan County

Clerk of Circuit Court

2019CV000646

Honorable Rebecca L. Erickson

Public

Branch 4

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF BRIAN K. INGER

STATE OF WISCONSIN)) SS. SHEBOYGAN COUNTY)

Brian K. Inger, being first duly sworn, on oath deposes and says that he is a Police Officer for the Sheboygan Police Department of the City of Sheboygan, Wisconsin, in the above-entitled matter; that on the 10th day of November, 2018, he hand-delivered and posted two true copies of the Raze Order to the front door of the property located at:

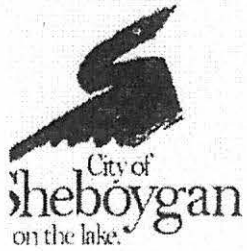
736 South Water Street Sheboygan, WI 53081

Brian K. Inger (with signature)

Subscribed and sworn to before me this 1st day of January, 2019.

(Signature) Notary Public-State of Wisconsin My commission expires: 10/26/2021

1-3-19 (stamp)



CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Court Services – Sheboygan Police Department

FROM: Thomas Cameron (TDC)
Assistant City Attorney

SUBJECT: Service of Raze Order

DATE: November 8, 2018

Would you please have the enclosed copy of a Raze Order attached to the front door of the building at 736 South Water Street as soon as possible? The Raze Order was served by a third party as the owner of the property lives outside of Sheboygan County. I've included an extra copy of the document to be returned to me as proof the Raze Order was posted.

Thank you!

Enclosures

FILE COPY

ATTORNEY'S OFFICE

ATTORNEY'S HALL
CENTER AVENUE., SUITE 304
SHEBOYGAN, WI
531-4442

459-3917 (Phone)
459-3919 (Fax)

www.sheboyganwi.gov

STATE OF WISCONSIN

SHEBOYGAN COUNTY

In the Matter of the Razing of a
House Situated on Premises Located
in the County of Sheboygan, State of
Wisconsin, Legally Described as:

Exhibit 7

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS.

Marie Stefancin, being first duly sworn, on oath deposes and says that she is a legal assistant in the office of the City Attorney, City of Sheboygan, attorneys for the City of Sheboygan in the above-entitled matter; that on the 8th day of November, 2018, she mailed, by depositing in a U.S. Post Office depository in Sheboygan, Wisconsin, a true copy of the Raze Order in the above-entitled action by regular mail securely enclosed in an envelope with first-class postage paid thereon and addressed to:

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

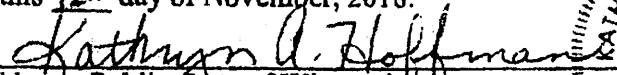
Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

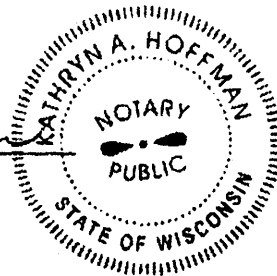


Marie Stefancin

Subscribed and sworn to before me
this 12th day of November, 2018.



Notary Public - State of Wisconsin
My commission expires 1-27-22





Purchase Order

Fiscal Year 2018 Page 1 of 1

Purchase Order # **280960-00**

CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

ENVIRONET, INC. OF WISCONSIN
2909A GREEN HILL COURT
OSHKOSH WI 54904

BUILDING INSPECTION DIVISION
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	COMPLETE ABATEMENT OF ALL ACM'S AND LBP EXCLUDING ROOF SHINGLES TO PRECEDE DEMOLITION OF HOME LOCATED AT 738 SOUTH WATER STREET AS IDENTIFIED BY CARDINAL ENVIRONMENTAL REPORT DATED 11-21-2018 PRICE INCLUDES ALL LABOR, TRAVEL, MATERIALS, WDNR FILINGS AND LAWFUL DISPOSAL PER QUOTE #9321 10123100 - 521900	1.0	PROJ	\$945.00	\$945.00

Exhibit 9

Matthew Hill
Finance Director

\$945.00

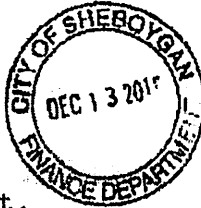
Environet, Inc. OF WISCONSIN

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

INVOICE

(920) 231-7420
(800) 542-8940
FAX (920) 231-7417

December 10, 2018



Attn: Finance Department
City of Sheboygan Purchasing Dept.
828 Center Avenue
Sheboygan, WI 53081

9321

P.O. # 280960-00

Scope of Work:

Remove and dispose of asbestos containing materials per Cardinal Environmental's Inspection Report dated November 21, 2018.

736 S. Water Street \$ 945.00

Please remit on or before January 9, 2019.

uuu

Work was completed on Monday, December 10, 2018, by the following:

Scott Seefeldt, Asbestos Certification # ACS-240233
Adolfo Medina, Asbestos Certification # ACS-118803

*OK TO AM
PO 280 960.00
12/17/18
[Signature]*



Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS
 Purchase Order # **281016-00**

BILL TO

CITY OF SHEBOYGAN
 FINANCE DEPT
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

RODNEY V

C. SPIELVOGEL & SONS EXCAVATING, INC.
 1810 NORTH 44TH ST
 SHEBOYGAN WI 53081

SHIP TO

BUILDING INSPECTION DIVISION
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
920-458-1512		920-458-5232		181101		FAX: 458-5232	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
12/07/2018	20050					BUILDING INSPECTION	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	RAZE ORDER - 736 S. WATER STREET DEMOLITION OF RESIDENCE INCLUDING DISCONNECTION OF SEWER AND WATER. DEMOLITION OF RESIDENCE AND ANY IMPROVEMENTS INSIDE THE SIDEWALK, REMOVAL OF FOUNDATIONS FLOORS AND DRIVEWAY, REPLACEMENT OF DRIVEWAY APRON WITH CURB AND GUTTER. ALL PERMITS, LAWFUL DISPOSAL AND SITE RESTORATION ARE INCLUDED. PER PROPOSAL DATED 11/28/2018 STEVE SPIELVOGEL 10123109 - 521900	1.0	PROJ	\$8,600.00	\$8,600.00		
					Exhibit 10		

Monte W. Hill
 Finance Director

PO Total **\$8,600.00**

PROPOSAL

Spielvogel & Sons Exc., Inc.
 EXCAVATING - GRADING - DEMOLITION
 SAND & GRAVEL
 1810 North 44th Street - Sheboygan, WI 53083
 Phone: 920-458-1512 Fax: 920-458-5232



11/28/18
HOUSE DEMOLITION
CITY OF SHEBOYGAN
736 SOUTH WATER STREET
SHEBOYGAN, WI

WORK INCLUDED:

- Obtain local demolition permits.
- Disconnect the water service at the curb stop per city codes.
- Disconnect the sanitary service at the curb stop.
- Demolish the house.
- Remove floors and foundations and driveway.
- Load, haul and dispose of rubble per D.N.R. regulations.
- Cost includes tipping fees at the landfill.
- Backfill basement with compacted fill.
- Grade site to match existing grades.
- Replace concrete curb and gutter at driveway opening.
- Topssoil, seed, fertilize and mulch all disturbed areas.

\$8,600.00**PROPOSAL TERMS AND CONDITIONS**

C. Spielvogel & Sons Exc., Inc. will not be responsible for damage to any underground utilities, private underground utilities or other hidden conditions if the Owner and/or General Contractor fails to give C. Spielvogel & Sons Exc., Inc. advance notice of their existence and location. Owner and/or General Contractor agrees to indemnify and hold C. Spielvogel & Sons Exc., Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Prior to the commencement of the "Work" under this proposal, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the "Work". If C. Spielvogel & Sons Exc., Inc. is directed to commence "Work" prior to the time such other work is completed, Owner and/or General Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to C. Spielvogel & Sons Exc., Inc. commencing any of the Work before any others have completed their work.

In order to meet set completion date C. Spielvogel & Sons Exc., Inc. shall require a 10 day notice to proceed and the total allowable number of working days to perform per work under normal conditions.

Any changed condition of the job specifications involving extra costs will be executed only upon submission of a written change order, and Owner and/or General Contractor will be required to pay C. Spielvogel & Sons Exc., Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to C. Spielvogel & Sons Exc., Inc. beginning work under this contract, Owner and/or General Contractor shall provide reasonable evidence to C. Spielvogel & Sons Exc., Inc. that Owner and/or General Contractor has made financial arrangements acceptable to C. Spielvogel & Sons Exc., Inc. to fulfill Owner's and/or General Contractor's obligations under this contract.

If this proposal is not used as a contractual agreement, all above (and below) terms shall be incorporated into Owner's and/or General Contractor's contract. If signature from Owner and/or General Contractor is not received and/or required by this proposal, all of the above (and below) terms will be in effect when work begins and shall be incorporated into the Owner's and/or General Contractor's contract and/or subcontract which will/may be accepted by C. Spielvogel & Sons Exc., Inc. If any other signature is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (C. SPIELVOGEL & SONS EXC., INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERGIRD BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Unless otherwise stated in this proposal, Owner and/or General Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site. The Work, or the Owner and/or General Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

Owner and/or General Contractor shall defend and indemnify C. Spielvogel & Sons Exc., Inc. its agents and employees from and against all claims arising out of or in connection with the Owner and/or General Contractor's responsibilities in regards to safety, regardless of whether C. Spielvogel & Sons Exc., Inc. has assisted or advised Owner and/or General Contractor in fulfilling such responsibilities. C. Spielvogel & Sons Exc., Inc. reserves the right to stop any part of its work and/or the Owner and/or General Contractor's work which C. Spielvogel & Sons Exc., Inc. deems unsafe until corrective measures have been taken. C. Spielvogel & Sons Exc., Inc.'s failure to stop unsafe practices of the Owner and/or General Contractor shall not relieve the Owner and/or General Contractor of its responsibilities in regards to safety.

To the fullest extent permitted by law, Owner and/or General Contractor agrees to hold harmless and defend C. Spielvogel & Sons Exc., Inc. from any and all claims, demands, and judgments, including attorney's fees, and to indemnify and reimburse C. Spielvogel & Sons Exc., Inc. for any and all expenses, damages, or liability incurred by C. Spielvogel & Sons Exc., Inc., whether directly or indirectly asserted in whole or in part by the Owner and/or General Contractor, on account of or in connection with any work done by the Owner and/or General Contractor under this agreement, or by any person, firm, or corporation to whom any portion of the work is subcontracted by the Owner and/or General Contractor.

C. Spielvogel & Sons Exc., Inc. is entitled to final payment when our portion of the construction project is substantially completed.

(Page 2 - C. Spielvogel & Sons Exc., Inc. - House Demolition Proposal - 11/28/18)

In the event C. Spielvogel & Sons Exc., Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by C. Spielvogel & Sons Exc., Inc., including all attorney fees, will be assumed paid by persons or companies entering into this contract with C. Spielvogel & Sons Exc., Inc. If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner and/or General Contractor agrees to pay all attorney's fees, costs and expenses incurred by C. Spielvogel & Sons Exc., Inc. in connection with collecting that amount.

C. Spielvogel & Sons Exc., Inc. proposes to furnish material and labor complete in accordance with the above specifications, and prices, terms and payment shall be due on receipt of invoice. A 1.5% per month service (interest) charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

AUTHORIZED SIGNATURE: _____
Steve Spielvogel, President

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

DATE OF ACCEPTANCE: 12-4-18 _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

101 23100-521900

**C. SPIELVOGEL & SONS
EXCAVATING, INC.**


1810 North 44th Street
P. O. Box 89
Sheboygan, WI 53082-0089
Phone: 920-458-1512

INVOICE

DATE	INVOICE #
12/31/2018	13354

BILL TO
City of Sheboygan Purchasing Department 828 Center Avenue, Suite 208 Sheboygan, WI 53081

P.O. NO.	TERMS	DUE DATE
281016-00	Net 30 - 1.5% thereafter	1/30/2019

DESCRIPTION	QTY	RATE	AMOUNT
P. O. #281016-00 Demolition 736 S. Water Street Sheboygan, WI <i>109670 UU OK TO PAY PO # 281016-00 11/4/19</i> 		8,600.00	8,600.00
Total			\$8,600.00

10123100-521900

Stefancin, Marie

From: Stefancin, Marie
Sent: Wednesday, January 02, 2019 8:14 AM
To: 'Cream City Process'
Subject: RE: [My Form]

Good morning Sara,

Attorney Cameron got back to me this morning regarding this and we will not be needing a skip trace at this time.

Thank you,

Marie

From: Cream City Process [mailto:creamcityprocess@gmail.com]
Sent: Thursday, December 20, 2018 3:49 PM
To: Stefancin, Marie
Subject: Re: [My Form]

Exhibit 11



Please advise...

🎄 Happy Holidays! 🎄
-Sara Conrad



Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com



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On Tue, Dec 11, 2018 at 1:22 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.

Hi! We were finally advised by the current resident that they purchased the house recently from James Pulaski. Would you like us to do a skip trace to see if we can find his current address?

🎄 Happy Holidays! 🎄

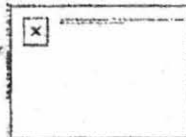
-Sara Conrad



Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com



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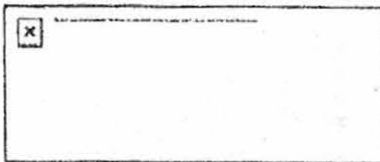
On Fri, Nov 9, 2018 at 1:46 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.

Received, thank you.

Thanks so much!

Sara Conrad

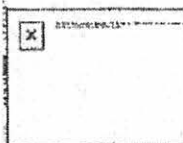
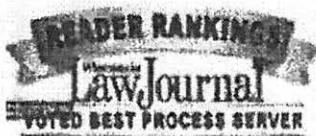


Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com

www.creamcityprocess.com



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On Thu, Nov 8, 2018 at 1:29 PM 123ContactForm <marie.stefancin@sheboyganwi.gov> wrote:

Your Name Marie Stefancin

Address 828 Center Avenue
Sheboygan WI 53081

Your Phone 920-459-3917

Company City of Sheboygan

Your Email (all updates sent via email unless otherwise requested) marie.stefancin@sheboyganwi.gov

How many people/entities are we 1 serving?

Name of person/entity being served James S. Pulaski

Address of person/entity being served 940 S 57th Street
West Allis, WI 53214

Address of 2nd person/entity being served (if different from the 1st)

When is service due? 11/13/2018

Do you require "rush" service? No

Do you need a Skip No

FILED

Wisconsin Division of Safety and Buildings	Wisconsin Uniform Building Permit Application	Application No. 12-11-2019
Wisconsin Stats. 101.63, 101.73	Instructions on back of second ply. The information you provide may be used by other government agency programs [(Privacy Law, s. 19.04 (1)(m))]	Sheboygan County Clerk of Circuit Court

PERMIT REQUESTED Constr. HVAC Electric Plumbing Erosion Control Other.

Owner's Name <u>James Pulaski</u>	Mailing Address <u>940 S. 57th Street West Allis WI 53214</u>	Tel/Fax <u>781-10-10</u>
Contractor Name & Type Dwelling Contractor (Constr.)	Lic/Contr#	Mailing Address
Dwelling Contr. Qualifier	The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.	
HVAC		
Electrical		
Plumbing		

PROJECT LOCATION Lot area Sq. ft. One acre or more of soil will be disturbed Town Village City of _____ 1/4, _____ 1/4, of Section _____, T. _____ N, R. _____ E/W

Building Address 230 S. Water St (at 5301) County Sheboygan Subdivision Name _____ Lot No. _____ Block No. _____

Zoning District(s) _____ Zoning Permit No. _____ Setbacks: Front _____ ft. Rear _____ ft. Left _____ ft. Right _____ ft.

1. PROJECT <input type="checkbox"/> New <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Raze <input type="checkbox"/> Addition <input type="checkbox"/> Move <input type="checkbox"/> Other:	2. OCCUPANCY <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other:	6. ELECTRIC Entrance Panel Amps: _____ <input type="checkbox"/> Underground <input type="checkbox"/> Overhead 7. WALLS <input type="checkbox"/> Wood Frame <input type="checkbox"/> Steel <input type="checkbox"/> ICF <input type="checkbox"/> Timber/Pole <input type="checkbox"/> Other:	9. HVAC EQUIP. <input type="checkbox"/> Furnace <input type="checkbox"/> Radiant Basebd <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central AC <input type="checkbox"/> Fireplace <input type="checkbox"/> Other:	12. ENERGY SOURCE Fuel: Nat Gas LP Oil Elec Solar Space Htg _____ Water Htg _____
2. AREA INVOLVED (sq ft) Unfin. Basement _____ Living Area _____ Garage _____ Deck/Porch _____ Totals _____	4. CONST. TYPE <input type="checkbox"/> Site-Built CMH. per WI UDC CMH. per US HUD 5. STORIES <input checked="" type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input type="checkbox"/> Plus Basement	8. USE <input type="checkbox"/> Seasonal <input type="checkbox"/> Permanent <input type="checkbox"/> Other:	10. SEWER <input type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit# _____	13. HEAT LOSS BTU/HR Total Calculated _____ Envelope and Infiltration Losses (available from "Total Building Heating Load" on Rescheck report)
			11. WATER <input type="checkbox"/> Municipal <input type="checkbox"/> On-Site Well	14. EST. BUILDING COST w/o LAND \$ _____

I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.
I swear that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the certification statement regarding contractor responsibility on the reverse side of the last ply of this form.

APPLICANT (Print): James Pulaski Sign: James Pulaski DATE 10/10/16

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. See attached for conditions of approval.

ISSUING JURISDICTION Town of Village of City of County of State _____ State-Contracted Inspection Agency# _____ Municipality Number of Dwelling Location _____

FEE: Plan Review \$ _____ Inspection \$ _____ Via Permit Seal \$ _____ Other \$ _____ Total \$ _____	PERMIT(S) ISSUED <input type="checkbox"/> Construction <input type="checkbox"/> HVAC <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Erosion Control	WIS PERMIT SEAL # _____	PERMIT ISSUED BY: Name _____
--	---	--------------------------------	--

Exhibit 1

Sheboygan, WI

10/10 2016

Application No.:

162801

BUILDING PERMIT APPLICATION

The undersigned hereby applies for a permit to construct, remodel, repair, or install according to the following statement:

1. Address of Installation: 736 S. Water Street

2. Building Type:

Commercial: _____

Commercial - ILHR Plan Approval : _____ (Date)

Residential:

One or Two Family Residence: _____

3. Description of Work: Rough Carpentry and roof joist installation

4. Estimated Cost of Job \$: \$6978.73

Scheduled Start Date: 10/10/2016

5. Fees \$: _____

Escrow \$: _____

Penalty Fees \$: _____

6. Owner: James Pulaski

Telephone No.: 405 905 1616

Address: 940 S. 57th St

City: West Allis WI 53214

7. Contractor: _____

Telephone No.: _____

Address _____

City: _____

BLDG Qualifier Cert. #: _____

BLDG Contractor Cert. #: _____

8. Architect: _____

Telephone No.: _____

Address: _____

City: _____

9. Remarks: _____

The undersigned hereby applies for a permit to do the work above described, and hereby agrees that such work will be done in accordance with the descriptions herein set forth in this statement; and it is further agreed to construct, alter, repair and install in strict compliance with the building ordinance and other ordinances of the City of Sheboygan and the State Building Code of Wisconsin and to obey any and all lawful orders of the Inspector of Buildings of the City of Sheboygan. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said undersigned, shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

PLEASE TAKE NOTE: APPLICANT MUST CALL FOR ALL REQUIRED INSPECTIONS. Failure to do so will result in a penalty fee of \$50 plus may delay any future transactions with the City of Sheboygan.

Applicant Signature: James Pulaski

Print Name: James Pulaski

Address: 940 S. 57th Street

City, ST Zip: West Allis WI 53214 (over)

Building Inspection Department

828 Center Ave., Suite 105
 Sheboygan, WI 53081
 Phone: (920)459-4064
 Fax: (920)459-0210
 City Website: www.sheboyganwi.gov



Permit Number	B 162790
Date Issued	10/10/2016
Application No.	162801

Permit Type: BUILDING - ALTERATIONS

Property Number	109670	Zone Code	UR
Street Address			
736 S WATER ST			
Owner Information		Applicant Information	
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432		PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432	
Contractor Information			
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432		Escrow Balance:	

Description of Work: ROUGH CARPENTRY

Permit Details:

ROUGH CARPENTRY AND ROOF JOLST INSTALLATION.

Cost of Work: \$6,979

Fees	
BUILDING PERMIT	\$ 70.00
Total Fees	\$ 70.00

The applicant hereby applies for a permit to do the work described above and hereby agrees to comply with City of Sheboygan Municipal Ordinances and with the descriptions herein set forth in this statement; and to obey any and all lawful orders of the City Inspector or his/her designee; understands that the issuance of the permit creates no legal liability, express or implied, on the Building Inspection Department and any agent or employee thereof; and certifies that all the above information is accurate.

PATRICK EIRICH
 Building Inspector

10/10/2016
 Date

Permit expires in 6 months as long as work commences within 30 days.

**CAUTIONARY STATEMENT TO PROPERTY
OWNERS OBTAINING BUILDING PERMITS**

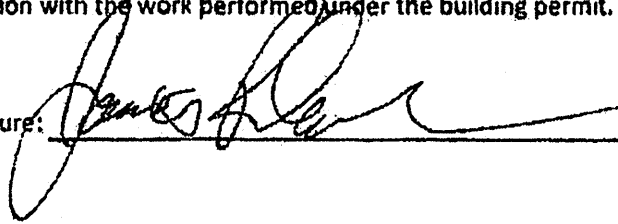
101.65(fr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

if the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s.101.654(2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

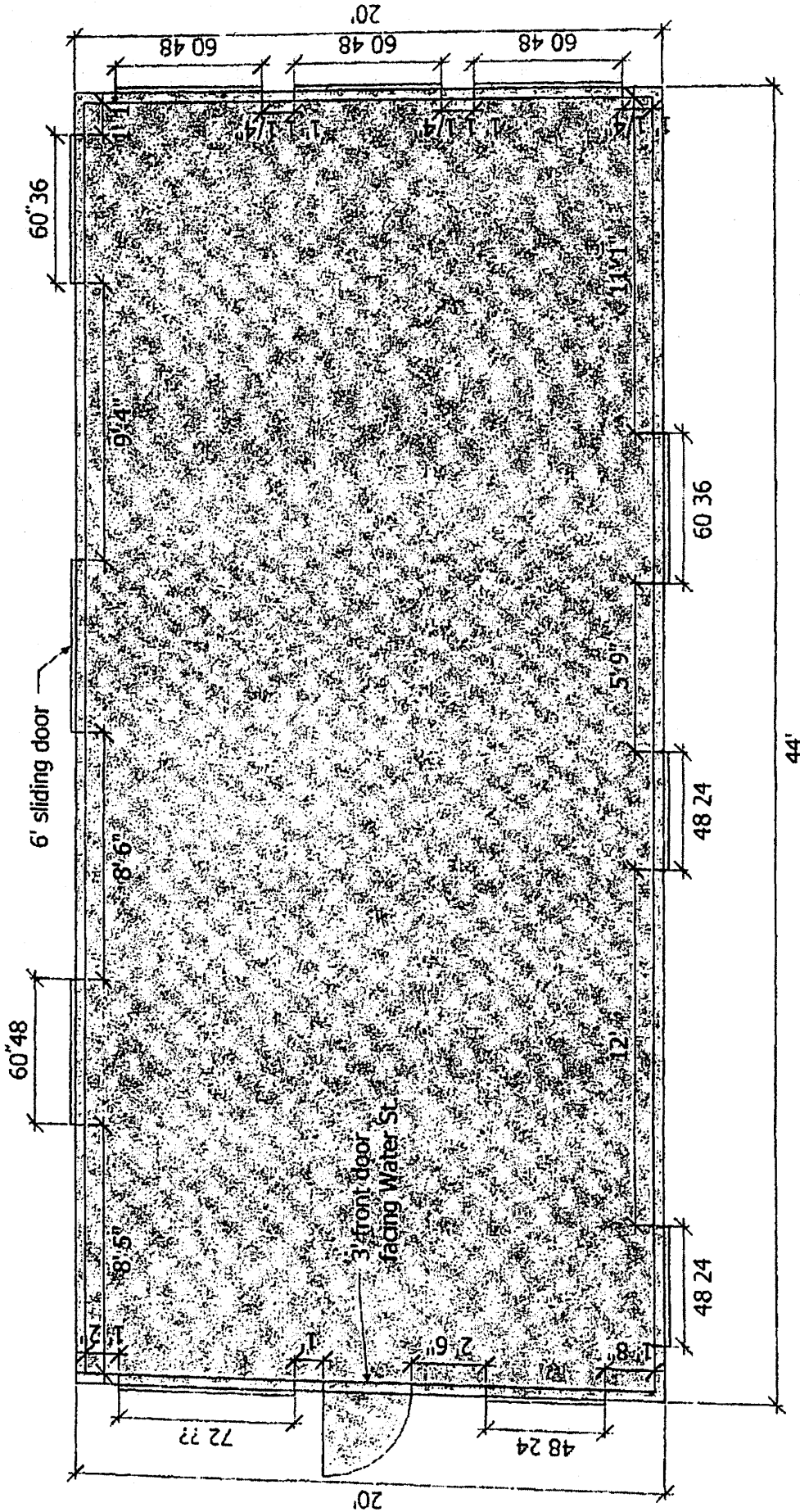
(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the 1- and 2-family dwelling code or any ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death or others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Owner Signature: _____

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be "James R. [unclear]".

A162801

736 S. Water St



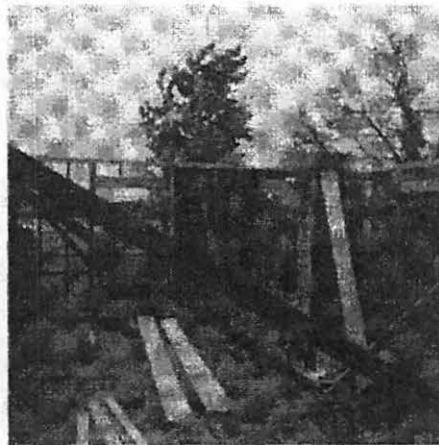
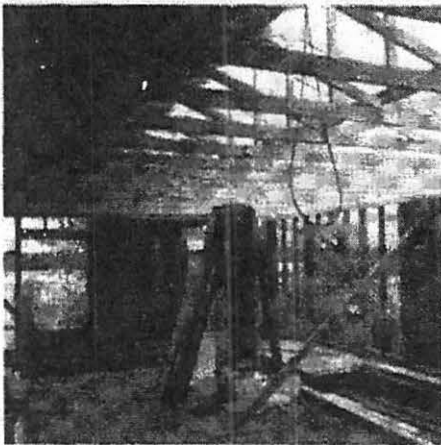
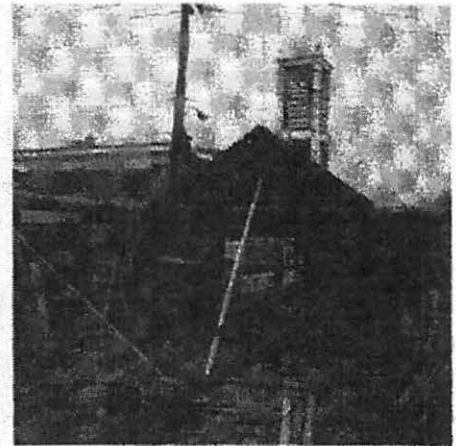
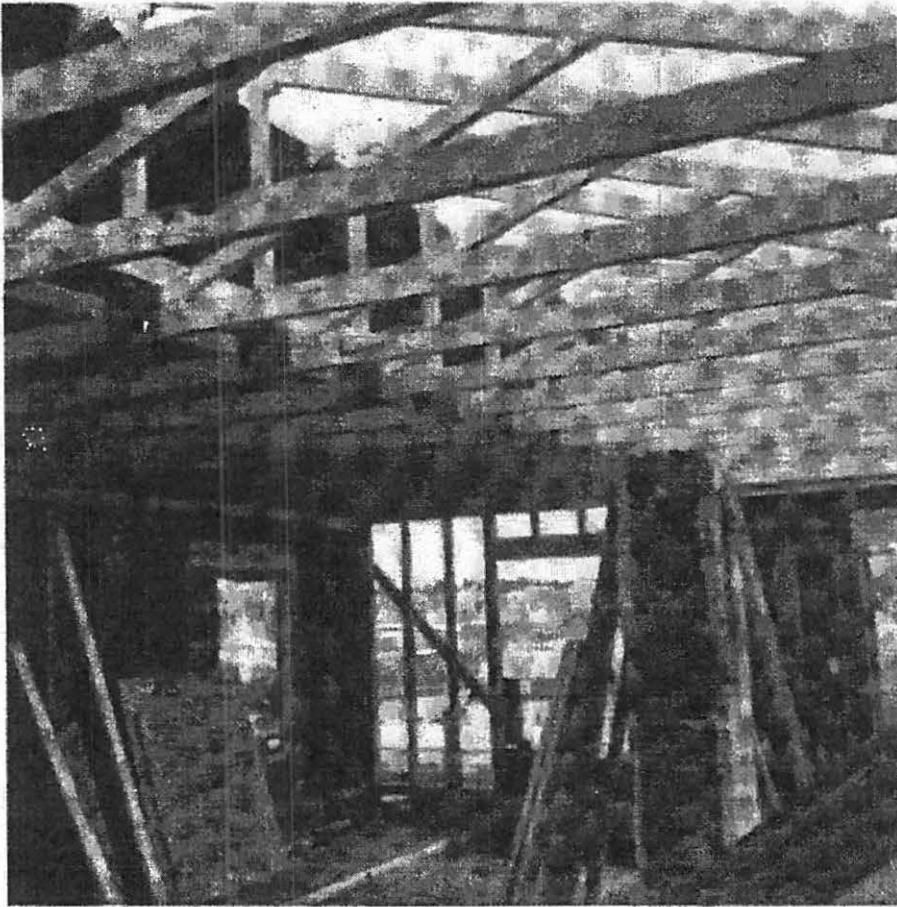
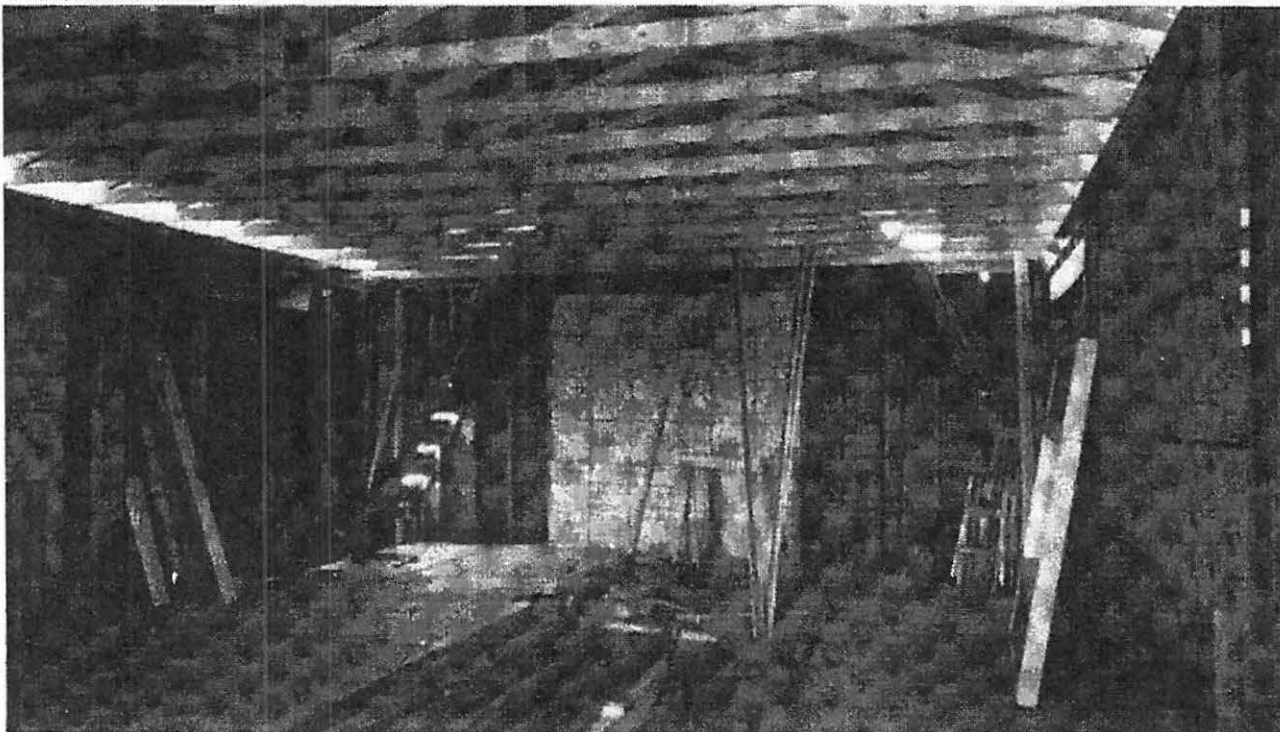


Exhibit 2



From: Repphun, Linda
Sent: Monday, January 23, 2017 11:54 AM
To: Veeseer, James
Cc: Weber, Penny
Subject: RE: 736 S Water Street

Penny Weber is adding contacting info or keyholder info. I will forward this information to her.

Linda

From: Veeseer, James
Sent: Monday, January 23, 2017 11:52 AM
To: Repphun, Linda
Subject: FW: 736 S Water Street

Exhibit 3

Linda,

Did you want to enter this person's name as the contact for that address.

Veeseer

From: Pulaski, James S. [<mailto:James.Pulaski@va.gov>]
Sent: Friday, January 20, 2017 2:13 PM
To: Veeseer, James
Cc: Hart, Gary
Subject: 736 S Water Street

Hello Captain Veeseer

I wanted you to have my contact information on file for a property I own in Sheboygan at ~~736 S Water Street~~

James Pulaski
940 S 57th Street
West Allis WI 53214
Phone 405-905-1616 cell, I kept my old number from Oklahoma

I want to thank you guys for patrolling this area near the Catholic Church and High School. I have big plans for that house. It now has the second floor reframed (hidden behind the old siding), has a new roof and the basement masonry was looked at. Come Spring we plan to reframe the downstairs for better larger windows and then it will get new windows and siding on both floors which will dramatically change the look of it. I expect to finish sometime this summer.

When I discovered that our Captain Gary Hart at the Veterans Administration in Milwaukee where I work lives in Sheboygan I asked him if he might help with your contact info.

I will be in Sheboygan this weekend to check the place out.

Thanks

James Pulaski

Do something every day to reduce:

From: Hart, Gary
Sent: Thursday, January 19, 2017 10:22 AM
To: Pulaski, James S.
Subject: SPD

James,

Here is Sheboygan PD's Operations Captain's email

james.veeser@sheboyganwi.gov

*Gary W. Hart, Captain
Operations Officer
Milwaukee VAPD
(414) 384-2000 Ext 45942*

RAZE ORDER

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

736 South Water Street, Wisconsin, on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit 4

OWNER:

James S. Pulaski
940 S 57th Street
West Allis, WI 53214

RETURN TO:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081

INTERESTED PARTIES:

59281109670

Parcel Ident. No.

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Pursuant to sec. 66.0413(1)(b), Wis. Stats., and on the finding by the Code Enforcement Officer of the City of Sheboygan that the house located on the above-described premises is so dilapidated and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and on the determination by said Code Enforcement Officer that the cost of such repairs would exceed fifty percent (50%) of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for this municipality in that said house was last assessed at four thousand five hundred dollars (\$4,500), which assessment was at 96.21% of full value level, thus making the full assessed value of the house four thousand six hundred seventy seven dollars and 27/100 (\$4,677.27). The necessary repairs for said house would exceed fifty percent (50%) of this amount.

NOW, THEREFORE, IT IS HEREBY ORDERED that the house located at:

736 South Water Street, Wisconsin on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the

FILE COPY

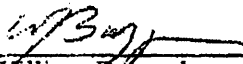
Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

be razed and removed and the site restored to a dust-free and erosion-free condition by the owner of said premises within thirty (30) days of service of this Order.

NOTICE IS HEREBY GIVEN that, in the event of failure or refusal to comply with this Order within the time prescribed herein, the house shall be razed and removed and the site restored to a dust-free and erosion-free condition in accordance with sec. 66.0413(1)(f), Wis. Stats., and the cost of such razing, removal and restoration of the site to a dust-free and erosion-free condition shall be charged against the above-described real estate upon which such house are located and shall be a lien upon such real estate, and may be assessed and collected as a special tax.

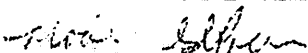
NOTICE IS FURTHER GIVEN that, in the event the house contains personal property or fixtures which will unreasonably interfere with the razing of said house and garage, or if the razing of the house and garage makes necessary the removal, sale or destruction of such personal property or fixtures, the Code Enforcement Officer further orders the removal of said personal property and fixtures, pursuant to sec. 66.0413(1)(i), Wis. Stats., by **December 15, 2018.**

Dated this 7 day of November, 2018, at Sheboygan, Wisconsin.

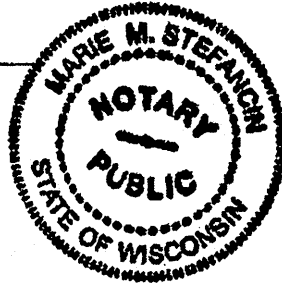


William Borzyskowski
CODE ENFORCEMENT OFFICER
Building Inspection Department
City of Sheboygan

Subscribed and sworn to before me
this 7 day of November, 2018.



Notary Public-State of Wisconsin
My commission expires 1-2-2020



Sheboygan Press media

A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

Exhibit 5

SHEB, CITY OF, LEGAL ACCT

828 CENTER AVE OFC OFFICE

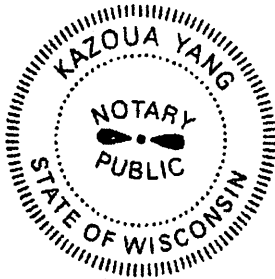
SHEBOYGAN

WI 530814442

I, being duly sworn, doth depose and say I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an avertisment of which the annexed is a true copy, taken from said paper, which published therein on:

Account Number: GWM-60409220
Order Number: 0003247446
No. of Affidavits: 1
Total Ad Cost: \$86.36
Published Dates: 11/10/18

(Signed) Shelly Hora (Date) November 15, 2018
Legal Clerk



Signed and sworn before me

Kazoua Yang

My commission expires 11/9/22

received
11-19-18

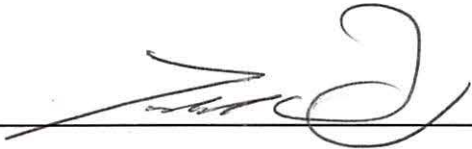
SHEB, CITY OF, LEGAL ACCT
Re: 59281109670

6.19

R. C. No. 309 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 176-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

2021
F&P



Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.3

R. O. No. 176 - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank,
N.A. vs. Ed Macias et al.

Finances
Personnel

CITY CLERK

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

Wells Fargo Bank, N.A. vs. Ed Macias et al

**Electronic Filing
Notice**

Case No. 2020CV000100

Class Code: Foreclosure of Mortgage

FILED

03-04-2020

Sheboygan County

Clerk of Circuit Court

2020CV000100

Honorable Kent Hoffmann

Branch 2

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE STE 104
SHEBOYGAN WI 53081

Case number 2020CV000100 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt in code: b9fde4

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

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

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

Sheboygan County Circuit Court
Date: March 4, 2020

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 4th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F02

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

COMPLAINT

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City
Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

FIRST CAUSE OF ACTION

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. A true copy of the Warranty is attached hereto as Exhibit C and is incorporated by reference
2. Due to a scrivener's error and mutual mistake, an incorrect legal description of the subject encumbered property appears on the deed attached hereto as Exhibit C. The lot owned by the original

mortgagor, Emily Soto, a single person, and the lot which was intended to be conveyed is described as follows:

THE EAST 40 FEET OF THE LOT TEN (10), AND THE WEST 10 FEET OF LOT ELEVEN (11), BLOCK FIFTY (50), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN

3. That the legal description in the warranty deed should be judicially reformed pursuant to section 847.07 of the Wisconsin Statutes to reflect the correct legal description for the subject property as of the date of said deed.

SECOND CAUSE OF ACTION

4. The plaintiff repeats and realleges paragraphs one (1) through three (3) of the First Cause of Action as if fully set forth herein.

5. The mortgaged real estate is owned of record by Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias.

6. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$44,080.28 together with interest from the 1st day of May, 2019.

7. 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.

8. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

9. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

10. 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.

11. 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

12. That Jane Doe Macias has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Reformation of the subject deed and any assignment of said mortgage to reflect the correct legal description of the encumbered property as previously described herein as of the date of said documents.

2. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

3. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

4. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

5. 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.

6. 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 7th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-04-2020
Sheboygan County

Wisconsin

NOTE

FHA Case No. Clerk of Circuit Court
2020CV000100
Kent Hoffmann
Branch 2

DECEMBER 13, 2012

[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

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

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ *****50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2013. Any principal and interest remaining on the first day of JANUARY 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ *****241.36. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

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

EXHIBIT A.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES


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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

_____ (Seal)		_____ (Seal)
-Borrower	EMILY SOTO	-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

EXHIBIT A

MORTGAGE

DOCUMENT NUMBER:

NAME & RETURN ADDRESS:

FINAL DOCS
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200

PARCEL IDENTIFIER NUMBER:

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104

("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ *****50,555.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Wisconsin Mortgage - 4/96

4R(W) (600)

VMP MORTGAGE FORMS - (600)521-7291

Page 1 of 8

Initials: ES

EXHIBIT B

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED

FAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758,
NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City],
Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

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

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

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

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

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

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

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

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

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

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

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

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

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

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

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

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

EXHIBIT B

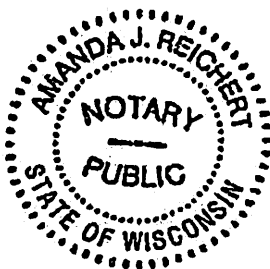
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<u>ES</u>	_____ (Seal)
	EMILY SOTO	-Borrower
_____		_____ (Seal)
		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:
 The foregoing instrument was acknowledged before me this DECEMBER 13, 2012
 (date)
 by EMILY SOTO

My Commission Expires: *8-7-16*
 (Seal)



(person acknowledging)

[Signature]

 Notary Public, State of Wisconsin *Amanda J. Reichert*

This instrument was prepared by WELLS FARGO BANK, N.A.

JENNIFER ANITZERGER

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

VOL 1763 PAGE 497

1580872

State Bar of Wisconsin Form 1 - 1998

WARRANTY DEED

Document No.

SHEBOYGAN COUNTY, WI
RECORDED OK

10-09-2000 8:48 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 12.00
TRANSFER FEE: 179.70

045473 7

THIS DEED, made between James A. Reimer, a single person, Grantor, and Emily Sato, a single person, Grantee, Grantor, for a valuable consideration conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Recording Area

NAME AND RETURN ADDRESS:

Grantees
1416 1/2 Michigan Avenue
Sheboygan, WI. 53081

201590
Parcel Identification Number

This is not homestead property.
(is) (is not)

The East Forty (40) feet of Lot Ten (10), and the West Ten (10) feet of Lot Eleven (11), Block Fifty (50) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key #201590

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal & zoning ordinances, recorded easements, recorded building & use restrictions & covenants & taxes levied in the year of transfer, & will warrant & defend the same.

Dated this 21st day of September, 2000

James A. Reimer (SEAL)

James A. Reimer

(SEAL)

AUTHENTICATION

Signature(s) authenticated this 21st day of September, 2000

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Section 705.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Pamela S. Kahn-Stain

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

Names of persons signing in any capacity should be typed or printed below their signatures.
File Number

ACKNOWLEDGMENT

STATE OF WISCONSIN

Sheboygan County

Personally came before me this 21st day of September, 2000 the above named James A. Reimer

to me known to be the person instrument and acknowledged the same

Pamela S. Kahn-Stain
Notary Public Sheboygan County, Wis.

My commission is permanent. (If not, state expiration date)

Knight BarryTITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title Advantage LLC

2036 Kohler Memorial Drive

Sheboygan, WI 53081

920-459-0733

Fax: 920-459-0734

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 2
EXCEPTIONS

File # [REDACTED]

Completed: 2/17/20 1:16 pm

Last Revised: 2/17/20 1:16 pm

Title Contact: Marjorie Windrem (marjorie@knightbarry.com)

Closing Contact: ()

EXCEPTIONS 200-299*Easements, restrictions, covenants and other encumbrances.*

200. Covenants, conditions, provisions, reservations, restrictions, rights of first refusal, options to purchase, easements, servitudes, building set back lines, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the public land records, or (ii) appear in, are shown on, or are referenced in any recorded plat or certified survey map.

EXCEPTIONS 300-399*Judgments and liens.*

300. Child Support Lien filed against Edward Maclas in favor of the State of Wisconsin Department of Children and Families in the amount of \$8,919.12 filed January 3, 2016 as Docket Number 516907 in Milwaukee County County.

EXCEPTIONS 400-499*Mortgages, assignments, leases and land contracts.*

400. Mortgage from Emily Soto to City of Sheboygan, Dept. of City Development in the amount of \$3,543.00 dated November 5, 2004 and recorded November 5, 2004 as Document No. 1749659.

401. Subordination Agreement recorded December 19, 2012 as Document No. 1959093 makes the mortgage described as Document No. 195902 SUPERIOR to the mortgage described as Document No. 1749659.

402. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of \$19,300.00 dated January 15, 2002 and recorded March 22, 2002 as Document No. 1631877.

403. Subordination Agreement recorded December 19, 2012 as Document No. 1959092 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1631877.

404. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of \$1,442.25 dated November 19, 2002 and recorded December 17, 2002 as Document No. 1663503.

405. Subordination Agreement recorded December 19, 2012 as Document No. 1959094 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1663503.

EXCEPTIONS 500-599*Other matters.*

500. Rights of spouse, if any.

This page is only a part of the 2016 ALTA Commitment for Title Insurance underwritten by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy and the Commitment Conditions (located at www.knightbarry.com/cover/WIC/); Schedule A; Schedule B, Part 1 Requirements; and Schedule B, Part 2 Exceptions. All italicized words in this Commitment are for informational purposes only and for the convenience of the reader and are not part of the ALTA Commitment form.

LIEN REPORT

THIS DOCUMENT WAS LEGALLY SERVED ON

3, 11, 20 AT 3:00 AM/PM

BY: Shawn Conrad

CREAMCITY
PROCESS
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)