



February 3, 2020

Via E-mail: [mreedkadow@manitowoc.org](mailto:mreedkadow@manitowoc.org)

City of Manitowoc  
Finance Committee  
Manitowoc City Hall  
900 Quay Street  
Manitowoc, WI 54220

**RE: Special Charge Objection**

Property Address: 700 E. Magnolia Ave., Manitowoc, WI  
Parcel Number: 330008152  
Our Client: Lakeshore Mall LLC

Finance Committee,

Our firm represents Lakeshore Mall LLC (“Lakeshore”), owner of property located at 700 E. Magnolia Ave., Manitowoc, WI, Parcel Number 330008152 (“Property”). This correspondence supplements Lakeshore’s previously-submitted written objection to a Special Charge of \$26,531.44 appearing on the Property Tax Bill for 2019, attached hereto as **Exhibit A** (“Tax Bill”), and is being submitted for your review in conjunction with the February 4, 2020 Finance Committee meeting, at which Lakeshore’s objection is scheduled to be heard. This correspondence further serves to object to the aggregate amount of \$40,496 invoiced to date for concrete barriers servicing the Property and the \$2,250 in Special Charges that were previously paid on the 2018 tax bill.

**Authority**

Wisconsin Statute §74.01(4) defines “special charge” as “an amount entered in the tax roll as a charge against real property to compensate for all or part of the costs to a public body of providing for services to the property. ...”

Wisconsin Statute §66.0627 grants a municipality authority to assess special charges for services.

“Service” includes:

“...snow and ice removal, weed elimination, street sprinkling, oiling and tarring, repair of sidewalks or curb and gutter, garbage and refuse disposal, recycling, storm water management, including construction of storm water management facilities, tree care, removal and disposition of dead animals under s. 60.23(20), loan repayment under s. 70.57(4)(b), soil conservation work under s. 92.115, and snow removal under s. 86.105.”  
Wis. Stat. §66.0627(1)(c).

Wisconsin Statute §66.0628 provides:

(2) Any fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed.

“Reasonable Relationship” means that the cost charged by a political subdivision for a service provided to a person may not exceed the political subdivision’s reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee. Wis. Stat. §66.0628(1)(b).

Wisconsin Statute §66.0628 further provides:

(2m) A political subdivision may not impose a fee or charge related to the political subdivision enforcing an ordinance related to noxious weeds, electronic waste, or other building or property maintenance standards **unless the political subdivision first notifies the person against whom the charge is to be imposed that the fee or charge may be imposed**. If the notice relates to a building that is not owner-occupied, the notice shall be provided to the owner by 1<sup>st</sup> class mail or electronic mail. If the owner of a property provides an electronic mail address to a political subdivision, the political subdivision may not impose a fee or charge related to the political subdivision enforcing an ordinance related to noxious weeds, electronic waste, or other building or property maintenance standards at that property unless the political subdivision first notifies the owner of the property using the electronic mail address provided. This subsection does not apply to a fee or charge related to the clearing of snow or ice from a sidewalk or to an ordinance violation that creates an immediate danger to public health, safety, or welfare. (**emphasis added**).

The special charge need only provide a service, not a benefit, to the property owner. Under s. 74.01(4) a special charge is a charge against real property to compensate for all or part of the costs to a public body of providing services to the property. *Rusk v. City of Milwaukee*, 2007 WI App 7, 298 Wis. 2d 407, 727 N.W. 2d 358.

The cost of service to a property under this section does not include the cost of legal services incurred by the municipality in defending against challenges to the removal of materials from a ditch under s. 88.90. *Robinson v. Town of Bristol*, 2003 WI App 97, 264 Wis. 2d 318, 667 N.W.2d 14.

### **Disputed Special Charges**

The Special Charges to which Lakeshore objects are three-fold:

- 1) \$50.00 for “Blight: Lakeshore Mall Property Report”
- 2) \$169.44 for “Blight: Circuit Court Fees – City v. Lakeshore Mall LLC”
- 3) \$26,312.00 for “Blight: Special Charge; Safety; Barricades Delivery and Rental for 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2019.

See **Group Exhibit B** attached hereto. The Invoices contained in Group Exhibit B were obtained from the City of Manitowoc pursuant to an open records request for all records related to the Special Charges on the Tax Bill. Finding the Invoices to be lacking in documentation supporting the Special Charges, our office made a subsequent open records request to the City of Manitowoc City Attorney’s Office for all records relating to the Special Charges. We received confirmation on Friday, January 31, 2020 that we have received all documentation responsive to our request. See **Exhibit O**.

#### a) Lakeshore Mall Property Report

Lakeshore is being charged \$50.00 for a title Letter Report from Bay Title & Abstract, Inc., dated September 17, 2019, attached hereto as **Exhibit C**. Contrary to Wisconsin common law, this Letter

Report provides no service to Lakeshore. Instead, the timing of the Letter Report indicates that it provided a service and benefit directly to the City of Manitowoc as related to the nuisance lawsuit (Manitowoc County Case No. 2019-CV-424), that was filed the following day on September 18, 2019. The City has further provided no evidence that it notified Lakeshore in advance that this Special Charge would be entered on the tax roll, contrary to Wis. Stat. §66.0628(2m). Manitowoc County Case No. 2019-CV-424 was dismissed via a Dispositional Order on January 7, 2020 (attached hereto as **Exhibit D**), specifically providing dismissal “without costs” to either party. As such, collection of costs in connection with that lawsuit is prohibited by the Court’s Dispositional Order.

b) Circuit Court Fees

Lakeshore is being charged \$169.44 for filing fees to file a nuisance lawsuit against the Property as Manitowoc County Case No. 2019-CV-424, attached hereto as **Exhibit E**. As with the Letter Report, the Circuit Court fees provide no service to Lakeshore, contrary to Wisconsin law. Similarly, the City has provided no evidence that it notified Lakeshore in advance that this Special Charge would be entered on the tax roll, contrary to Wis. Stat. §66.0628(2m). Manitowoc County Case No. 2019-CV-424 was dismissed via a Dispositional Order on January 7, 2020 (*see* **Exhibit D**), specifically providing for dismissal “without costs” to either party, thereby prohibiting the City from collecting costs such as Circuit Court Fees from Lakeshore.

c) Barricade Rental

i. **Historical Facts.**

The largest portion of the Special Charges is dedicated to concrete barrier delivery and rental in the amount of \$26,312. City Attorney Elizabeth Majerus provided our firm with documentation of the special charges pursuant to our open records request. On or about October 10, 2018 at 5:43pm, Deputy Chief Gregg Kadow sent an e-mail to Lakeshore conveying several documents and indicating that “previous mailings have been ignored.” A true and correct copy of this e-mail is attached hereto as **Exhibit F**.

A letter dated October 5, 2018 was attached to Mr. Kadow’s e-mail noting a concern for the structure of the building as indicating that the City will “start issuing citations for this on a weekly basis until compliance is achieved.” Via separate agreement with the City Attorney, enforcement of citations issued, have been stayed pending resolution of all issues as related to the Property.

On or about October 10, 2018 at 6:32pm, Mr. Kadow sent a subsequent e-mail to Lakeshore conveying a letter dated October 6, 2018, indicating, “Due to the dangerous areas of the parking lot on both mall sites, concrete barriers have been placed to prevent vehicles from driving on the property. The cost of delivery and the daily rent for these barriers will be billed to the property.” A true and correct copy of this e-mail is attached hereto as **Exhibit G**.

The City has confirmed it has no other evidence of notices in advance of the concrete barriers having been placed on the Property or other documentation related to the barriers. *See* **Exhibit F**.

An e-mail dated September 18, 2018 shows that almost one month earlier, City officials conferred amongst themselves to place the concrete barriers on the Property. A true and correct copy of such correspondence is attached hereto as **Exhibit H**. This same correspondence demonstrates that the City Department of Public Infrastructure Operations Division Manager unilaterally set the concrete barrier rental rate: “I have set a rental rate of \$2 per barrier per day. We placed 46 of them today, so the billing will start today. \$92/day total rental rate.” This rental rate appears to have been set without any regard for

market rates or the requirements of Wis. Stat. §66.0628. An invoice from Thompson Machinery Moving dated September 20, 2018 shows a delivery cost “from Carew in Manitowoc and delivery/unload at old Mid-Cities Mall...” of \$2,250. A true and correct copy of this invoice is attached hereto as **Exhibit I**. It is believed that this amount was already paid by Lakeshore as a Special Charge on the 2018 tax bill, however, it is being disputed here.

Thereafter, the City issued invoices dated December 31, 2018 in the amount of \$9,660, May 21, 2019 in the amount of \$8,280, August 14, 2019 in the amount of \$8,372.00 and December 31, 2019 in the amount of \$14,184.00, true and correct copies of which are attached hereto as **Group Exhibit J**. All totaled, it appears, the City is claiming \$40,496. Lakeshore disputes all such invoiced amounts.

On October 21, 2019, an Order was signed by the Court in Manitowoc County Case No. 19-CV-424, pursuant to which, Lakeshore agreed to install certain security measures at the Property including permanent post-and-chain barriers. A true and correct copy of the Order is attached hereto as **Exhibit K**. The post-and-chain barriers were installed on or about October 31, 2019 and have been in place ever since.

The concrete barriers stayed on the Property until December 23, 2019, when they were removed by Thompson Machinery Moving. The Thompson invoice to “Manitowoc Public Infrastructure” dated December 24, 2019 shows a total of \$2,500 for “load/transport (46) Concrete Blocks, 2’x2’x6’, and 3,300lbs from old Mid-Cities Mall and deliver/unload to your facility on Hecker Road per customer.” A true and correct copy of this invoice is attached hereto as **Exhibit L**. The “Hecker Road” facility is, upon information and belief, the Newton Gravel Pit, also operated by the City of Manitowoc Department of Public Infrastructure. As such, the City of Manitowoc purchased and will continue to have the benefit of the concrete barriers for purposes other than at the Property from this point forward. Essentially, the City is asking Lakeshore to pay for its concrete barriers.

**ii. Argument.**

Lakeshore disputes the necessity of the concrete barriers having been placed at the Property for any purpose. First, as confirmed by City records, Lakeshore was never given the advance notice required by Wis. Stat. §66.0628(2m), the receipt of which would have allowed Lakeshore to obtain barriers at its own cost if it was deemed necessary. Second, the parcel adjacent to Lakeshore Mall was not being used as either a public or private parking lot, and as such, no barriers were required for the alleged safety purposes. Third, and perhaps most importantly, the costs assessed by the City do not bear a reasonable relationship to the service for which the fee is allegedly owed, contrary to Wis. Stat. §66.0628(2).

The City has provided no evidence that it gave Lakeshore any notice in advance that it intended to deliver the concrete barriers or to support why it believed the concrete barriers were necessary for “life safety purposes.” Instead, the first written documentation provided to Lakeshore came on October 10, 2018 (or possibly four days earlier on October 6, 2018), in either case, almost one month after the barriers had been placed. If the City had followed the requirements of Wis. Stat. §66.0628(2m), Lakeshore would have had the opportunity to object to the necessity of placing the barriers, or at the very least, it would have had the opportunity to procure its own barriers, at its own cost. The City did not provide Lakeshore that opportunity, instead it unilaterally imposed an obligation and associated charge, all contrary to Wisconsin law. It should be noted that Lakeshore had no issue in placing post-and-chain barriers when requested by the City in October of 2019, and had it been given proper notice by the City prior to the concrete barriers being dropped off, it would have been able to take a similar action over a year earlier.

Of particular note, the letters dated October 5 and October 6 from Mr. Kadow state “[p]revious attempts to contact you by regular mail and certified mail have been unsuccessful.” The City, however, has provided no record of any other notices or attempts having been made. Even if such attempts were made verbally, such attempts would not have complied with Wisconsin statute which require notice to be made in writing.

The City further indicates on the Invoice (*see Exhibit B*) that the barricades are for “safety” purposes and the e-mail from Mr. Kadow dated October 10, 2018 at 5:43pm attaches Manitowoc Ordinance No. 15:430 as apparent authority for placing the concrete barriers on the Property:

(12) Parking Areas Development and Maintenance. Every parcel of land hereafter used as a public or private parking area shall be developed and maintained by the owner in accordance with the following requirements:

(f) Maintenance. All parking areas shall be maintained in a safe and sanitary condition and shall be kept in good repair. Owners and their agencies shall be responsible for providing, protecting and maintaining all landscaping as required by site plan approval in a healthy and growing condition, replacing it when necessary, and keeping it free of refuse and debris; and

As of October, 2018, no parcel of land adjacent to the Property was being used for either public or private parking purposes. As such Manitowoc Ordinance No. 15:430 is inapplicable and could not be relied upon as authority for imposition of the concrete barriers. Similarly, the City has not provided any support for its assertion that life safety issues existed on the Property. As the Property did not have an operating business in it, the only vehicular traffic would have been by trespass.

For the above-stated reasons, Lakeshore disputes the City’s decision to unilaterally place the concrete barriers. Had the City given Lakeshore proper notice, Lakeshore would have been able to discuss the matter with the City in a reasonable manner, including obtaining its own barriers or alternate measures, if deemed necessary. In such event, the City would not have had to purchase or arrange for any delivery and pickup of any barriers.

Alternately, assuming proper notice was given and that the concrete barriers were required to be obtained from the City, the amount being charged by the City does not bear a reasonable relationship to the service for which the fee was imposed and far exceeds the municipality’s direct costs. As stated above, pursuant to Wis. Stat. §66.0628(2), any fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed and it may not exceed the municipality’s direct costs. From the documentation provided, the concrete barriers were purchased by the City of Manitowoc directly from “Carew” and from this point forward, will be used to service City of Manitowoc purposes at their “facility on Hecker Road” (*see Exs. I and L*). The City has not provided any evidence of how much the barriers cost to purchase from Carew and have only provided the internally-generated rental charge of \$2 per day per barrier as evidence of a reasonable relationship to the service for which the fee is imposed.

To investigate the reasonableness of the charges, our firm inquired directly from Carew Concrete & Supply Co., Inc. the cost of 2’x2’x6’ concrete blocks, a true and correct copy of the quotation is attached hereto as **Exhibit M**. Carew indicated that they do not typically rent concrete blocks of the type that were obtained by the City for placement at the Property, and as such, provided us with a quotation to purchase the blocks. The cost per block is \$30.00. The City had forty-six blocks delivered to the Property and as such, the cost for the City to purchase all of the blocks outright would have totaled \$1,380. Assuming the

Thompson invoices at **Exs. I and L** are a true representation of the delivery and pickup costs, the total amount to purchase, deliver, and pickup forty-six blocks would have been \$6,130.

For comparison purposes, a second quotation was obtained from a company that does rent concrete barriers - Peters Concrete Company, a true and correct copy of which is attached hereto as **Exhibit N**. This quotation provides for delivery, rental and pickup of 2'x2'x6' concrete blocks at a rate of \$61.00 per block for a period of six months. As such, the rate for forty-six blocks for a six month period would have been \$2,806. Multiplying that rate by 2.5 to account for the 15 months the blocks were at the Property, would place the total amount at \$7,015.

Comparing the two quotations obtained from the actual original supplier and an alternate supplier with the \$40,496 the City has invoiced for the concrete barriers and the \$26,312 the City has placed on the tax roll, it is clear that the cost does not bear a reasonable relationship to the service for which the fee was imposed and further that it far exceeds the municipality's direct costs. The evidence presented here at **Exhibits M and N** show that at most, the rental of the barriers could have cost \$7,015, however, the less costly of the two options, and the option the City records show it utilized, was to purchase the barriers and have them delivered/picked-up at the aggregate cost of \$6,130.

### **Conclusion**

The City should not be allowed to assess any of the stated Special Charges against Lakeshore. Charges for a Letter Report and Civil Court Fees are prohibited under Wisconsin law as they do not provide a service to the Property, and are further prohibited pursuant to a Court Order. The City further failed to follow the statutory notice requirements, resulting in a refusal to allow Lakeshore to obtain concrete barriers or other measures at its own cost. Instead, the City decided on its own and without any authority to purchase and deliver concrete barriers to Lakeshore's private Property, and in doing so, imposed on Lakeshore an unreasonable cost bearing no relationship to the direct cost of the service.

In the alternative, if the City is able to show that proper notice was given, the greatest amount it could charge would be \$6,130, as that amount is what was necessary to compensate the City for all or part of the costs to a public body of providing services to the property. *Rusk v. City of Milwaukee*, 2007 WI App 7, 298 Wis. 2d 407, 727 N.W. 2d 358.

I look forward to discussing this matter with you in greater detail at the Finance Committee meeting on February 4th. Please do not hesitate to contact me with any questions.

Respectfully submitted,

**Hurtado Zimmerman SC**



Bryan T. Kroes

BTK:arg  
Enclosures

cc: Lakeshore Mall LLC (via e-mail)  
Elizabeth Majerus, Esq. (via e-mail)

# EXHIBIT

A

CITY OF MANITOWOC TREASURER  
 900 QUAY ST  
 MANITOWOC, WI 54220

**MANITOWOC COUNTY - STATE OF WISCONSIN  
 PROPERTY TAX BILL FOR 2019  
 REAL ESTATE**

LAKESHORE MALL LLC  
 C/O KESSELMAN REAL ESTATE

**Parcel Number: 330008152  
 Bill Number: 50156**



50156/330008152  
**LAKESHORE MALL LLC  
 C/O KESSELMAN REAL ESTATE  
 10620 N PORT WASHINGTON RD  
 MEQUON WI 53092**

**Important:** Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

**Location of Property/Legal Description  
 700 E MAGNOLIA AVE**

HARBOR VIEW L 6-22 INC. OF BL 6&7& S10 OF L 1&2& S10' OF E28 OF L3 & LTS 6-22 INC BL 8 PT L 31 O&G N OF MAGN. W OF HOLLY & ALL VC.S ABUTT  
 12.119 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT. RATIO	NET ASSESSED VALUE RATE	NET PROPERTY TAX
517,300	517,000	1,034,300	0.990527193	0.02114021 <small>(Does NOT reflect credits)</small>	21809.82
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit	Other Special Charge
522,200	521,900	1,044,100		1,425.13	26,531.44
TAXING JURISDICTION	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2019 EST. STATE AIDS ALLOCATED TAX DIST.	2018 NET TAX	2019 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	0.00	0.00	
MANITOWOC COUNTY	2,008,106	2,107,594	5,594.01	5,536.12	-1.0%
CITY OF MANITOWOC	7,254,570	7,450,658	8,516.23	8,765.05	2.9%
SCH D OF MANITOWOC	30,643,690	32,052,697	6,466.49	6,736.85	4.2%
LAKESHORE TECH COLLEGE	2,019,175	2,074,389	802.94	827.30	3.0%
<b>TOTAL</b>	<b>41,925,541</b>	<b>43,685,338</b>	<b>21,379.67</b>	<b>21,865.32</b>	<b>2.3%</b>
<b>FIRST DOLLAR CREDIT</b>			<b>-55.32</b>	<b>-55.50</b>	<b>0.3%</b>
<b>LOTTERY AND GAMING CREDIT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>NET PROPERTY TAX</b>			<b>21,324.35</b>	<b>21,809.82</b>	<b>2.3%</b>

**TOTAL DUE: \$48,341.26**  
 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY:  
**JANUARY 31, 2020**  
 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.

**FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases**

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SCH D OF MANITOWOC	2,680,376	1,377.13	2021				

PAY IN FULL: or 1ST INSTALLMENT: BY JANUARY 31, 2020	AMOUNT ENCLOSED	MAKE CHECK PAYABLE AND MAIL TO:	2ND INSTALLMENT: BY MARCH 31, 2020	AMOUNT ENCLOSED	MAKE CHECK PAYABLE AND MAIL TO:	3RD INSTALLMENT: BY MAY 31, 2020	AMOUNT ENCLOSED	MAKE CHECK PAYABLE AND MAIL TO:	4TH INSTALLMENT: BY JULY 31, 2020	AMOUNT ENCLOSED	MAKE CHECK PAYABLE AND MAIL TO:
\$48,341.26 \$31,985.26		CITY OF MANITOWOC TREASURER 900 QUAY ST MANITOWOC, WI 54220 PIN# 330008152 LAKESHORE MALL LLC BILL NUMBER: 50156	\$5,452.00		CITY OF MANITOWOC TREASURER 900 QUAY ST MANITOWOC, WI 54220 PIN# 330008152 LAKESHORE MALL LLC BILL NUMBER: 50156	\$5,452.00		CITY OF MANITOWOC TREASURER 900 QUAY ST MANITOWOC, WI 54220 PIN# 330008152 LAKESHORE MALL LLC BILL NUMBER: 50156	\$5,452.00		CITY OF MANITOWOC TREASURER 900 QUAY ST MANITOWOC, WI 54220 PIN# 330008152 LAKESHORE MALL LLC BILL NUMBER: 50156





**GROUP  
EXHIBIT  
B**



CITY OF MANITOWOC  
 900 QUAY ST.  
 MANITOWOC, WISCONSIN 54220  
[www.manitowoc.org](http://www.manitowoc.org)



**INVOICE**

10/10/2019

LAKESHORE MALL LLC,  
 10144 N PORT WASHINGTON RD  
 MEQUON, WI 53092

**Due Date: Upon Receipt**

Assessment Information	Amount
Parcel #: 330-008-152 Customer #: 35201 Assessment ID#: ZZ2019-0030  Blight and Property Clean up BLIGHT: Lakeshore Mall Property Report  700 E MAGNOLIA AVE	\$50.00

This is your notice that a special charge/assessment has been made against the above described lot in the City of Manitowoc in accordance with the Municipal Code and WI State Statutes. Payment may be made at the office of the Manitowoc City Treasurer. If the amount above is not paid by November 1 of the current year, the full amount will be included on the 1<sup>st</sup> installment of your next property tax bill.

If you have questions regarding the invoice, please call (920) 686-6940.

**Please detach and remit with payment**

LAKESHORE MALL LLC,

S/A: ZZ2019-0030  
 Parcel: 330-008-152  
 Customer #: 35201

Due: Upon Receipt  
 Amount Due: \$50.00

Amount Paid \$ \_\_\_\_\_

Remit to:  
 City of Manitowoc  
 900 Quay Street  
 Manitowoc, WI 54220



CITY OF MANITOWOC  
 900 QUAY ST.  
 MANITOWOC, WISCONSIN 54220  
[www.manitowoc.org](http://www.manitowoc.org)



**INVOICE**

10/10/2019

LAKESHORE MALL LLC,  
 10144 N PORT WASHINGTON RD  
 MEQUON, WI 53092

**Due Date: Upon Receipt**

Assessment Information	Amount
Parcel #: 330-008-152 Customer #: 35201 Assessment ID#: ZZ2019-0032  Blight and Property Clean up BLIGHT: Circuit Court Fees - City vs. Lakeshore Mall LLC  700 E MAGNOLIA AVE	\$169.44

This is your notice that a special charge/assessment has been made against the above described lot in the City of Manitowoc in accordance with the Municipal Code and WI State Statutes. Payment may be made at the office of the Manitowoc City Treasurer. If the amount above is not paid by November 1 of the current year, the full amount will be included on the 1<sup>st</sup> installment of your next property tax bill.

If you have questions regarding the invoice, please call (920) 686-6940.

**Please detach and remit with payment**

LAKESHORE MALL LLC,

S/A: ZZ2019-0032  
 Parcel: 330-008-152  
 Customer #: 35201

Due: Upon Receipt  
 Amount Due: \$169.44

Amount Paid \$ \_\_\_\_\_

Remit to:  
 City of Manitowoc  
 900 Quay Street  
 Manitowoc, WI 54220



CITY OF MANITOWOC  
 900 QUAY ST.  
 MANITOWOC, WISCONSIN 54220  
[www.manitowoc.org](http://www.manitowoc.org)



**INVOICE**

11/01/2019

LAKESHORE MALL LLC,  
 10144 N PORT WASHINGTON RD  
 MEQUON, WI 53092

**Due Date: November 22, 2019**

Assessment Information	Amount
Parcel #: 330-008-152 Customer #: 35201 Assessment ID#: ZZ2019-0033  BLIGHT: SPECIAL CHARGE; SAFETY; BARRICADES DELIVERY AND RENTAL FOR 1ST AND 2ND QUARTER 2019.  700 E MAGNOLIA AVE	\$26,312.00

This is your notice that a special charge has been made against the above described lot in the City of Manitowoc in accordance with the Municipal Code and WI State Statutes 66.0627(2). Payment may be made at the office of the Manitowoc City Treasurer. If the amount above is not paid by November 22, 2019, the full amount will be included on the 1<sup>st</sup> installment of your 2019 property tax bill.

If you have questions regarding the invoice, please call (920) 686-6510.

**Please detach and remit with payment**

LAKESHORE MALL LLC,

S/A: ZZ2019-0033  
 Parcel: 330-008-152  
 Customer #: 35201

Due: November 22, 2019  
 Amount Due: \$26,312.00

Amount Paid \$ \_\_\_\_\_

Remit to:  
 City of Manitowoc  
 900 Quay Street  
 Manitowoc, WI 54220

# EXHIBIT

C

Invoice



BAY TITLE - MANITOWOC  
704 WASHINGTON STREET  
MANITOWOC, WI 54220  
(920) 683-9820

Invoice Number: L19979-IN

Invoice Date: 9/17/2019

Customer Number: CTYMTWC

V# 10303

2420-62310-582920

CITY OF MANITOWOC  
900 QUAY STREET  
MANITOWOC, WI 54220

Blight

ATTN LIZ MAJERUS

DESCRIPTION	AMOUNT
-------------	--------

Property Report

50.00

RE: Lakeshore Mall LLC

700 E. Magnolia Avenue, Manitowoc, WI

RECEIVED

OCT - 3 2019

CITY ATTORNEY

Thank you for choosing Bay Title & Abstract.  
We Appreciate Your Business!

INVOICE TOTAL: 50.00

**Bay Title & Abstract, Inc.**

**704 Washington Street  
Manitowoc, WI 54220  
Phone: (920) 683-9820**

**LETTER REPORT**

**Attn: Liz Majerus  
City of Manitowoc**

**LLR NO. 19979**

**A Search of the records in the office of the MANITOWOC County Register of Deeds, MANITOWOC County Clerk of Courts and MANITOWOC County Treasurer was conducted on the following:**

**TRACT DATE: 9/17/2019 8:00:00AM**

**ADDRESS: 700 E. Magnolia Avenue Manitowoc, WI 54220**

**TITLE VESTS:**

**Lakeshore Mall LLC by virtue of a Warranty Deed recorded in Vol. 2130 Records Page 483, as Doc. No. 997956.**

**MORTGAGES:**

**None of Record**

**JUDGMENTS, TAX LIENS AND /OR CONSTRUCTION LIENS:**

**None of Record**

**TAX PARCEL NO. 052-330-008-152.00**

**PROPERTY TAXES:**

**The 2018 Taxes are in the amount of \$23,629.67, (which consist of \$21,379.67 in general tax and \$2,250.00 in special tax) less first dollar credit of \$55.32, for a balance of \$23,574.35 have been paid.**

The Undersigned hereby certifies that this report is compiled from the public records of the county in which the property described herein is located. Total liability for claims arising under or related to this report shall not exceed \$1,000.00 or the actual loss of the applicant, whichever is less. No liability is assumed for facts not shown in detail. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance.

Certification is only made from the date present owners received title to the tract date stated herein.

No search has been made for special improvement bonds, special assessments, deferred charges for public works, easements or encroachments.

Thank you for the opportunity to serve your title needs.

Sincerely,

A handwritten signature in black ink, appearing to be 'JPH', is written over a horizontal line.

BAY TITLE & ABSTRACT, INC



## Exhibit A

### LEGAL DESCRIPTION:

A parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section Sixteen (16) and also in the Northwest Quarter of the Southwest Quarter (NW 1/4 of the SW 1/4) of Section Sixteen (16), all in Township Nineteen (19) North, Range Twenty-four (24) East, being part of Blocks Six (6), Seven (7) and Eight (8), according to the recorded Plat of Harbor View Addition to the City of Manitowoc, and part of Lot Thirty-one (31) of Oehler and Guenther's Subdivision of the City of Manitowoc, all in Manitowoc County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter (W 1/4) corner of said Section Sixteen (16); thence South 89 deg. 03 min. East a distance of 40 feet; thence due North a distance of 40 feet to the point of real beginning, being the Northeast corner of Johnston Drive and East Magnolia Avenue; thence due North along the East right-of-way of Johnston Drive a distance of 430 feet; thence South 89 deg. 03 min. East 1,000 feet to the West right-of-way of Holly Drive; thence South 0 deg. 02 min. 20 sec. East a distance of 420.63 feet to the point of curvature of 462.50 foot radius curve to the right; thence along said curve to the right (chord bearing South 22 deg. 49 min. 50 sec. West long chord 359.49 feet) 369.21 feet to the Northerly right-of-way of East Magnolia Avenue; thence along the Northerly right-of-way of East Magnolia Avenue, North 44 deg. 18 min. West a distance of 107.12 feet to the point of curvature of an 858.52 foot radius curve to the left; thence along said curve to the left (chord bearing North 66 deg. 40 min. 30 sec. West long chord 653.62 feet) 670.53 feet; thence North 89 deg. 03 min. West a distance of 185.86 feet to the point of beginning.

**Hello Liz:**

**We are including this note as an FYI.**

**The South 10 feet of Lots 1 and 2 plus the East 28 feet of the South 10 feet of Lot 3 all located in Block 8 of Harbour View Addition are missing from the vesting legal description on WD 2130-483. In fact, the last time that the "South 10 feet" can be accounted for is on WD 598-60 when Maritime Properties received it along with Lot 7 of Block 8. WD 598-60 was recorded in March of 1978.**

**Lakeshore Mall LLC is being taxed for this "South 10 feet".**

**Mapping shows that the real property lister feels it belongs to Lakeshore Mall LLC and tax parcel 052-330-008-152.00**

**Bay Title**

**9-17-2019**

**LLR-19979**

997956



VOL 2130 PG 483

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

STATE OF WI - MTWC CO  
PRESTON JONES REG/DEEDS  
RECEIVED FOR RECORD  
11/01/2005 3:08:12 PM

Document Number

Document Name

THIS DEED, made between  
Expansion Commercial, LLC, a California Limited Liability  
Company

("Grantor," whether one or more), and  
Lakeshore Mall LLC, a Wisconsin Limited Liability  
Company

("Grantee," whether one or more)

Grantor, for a valuable consideration, conveys to Grantee the following described real  
estate, together with the rents, profits, fixtures and other appurtenant interests, in  
MANITOWOC County, State of Wisconsin ("Property") (if more space is  
needed, please attach addendum):

13 + 7800. CR

Recording Area

Name and Return Address

Steve Elkind  
2617 ARBORETUM DR  
MADISON, WI 53713

TRANSFER  
\$7800.00  
FEE

W-7

See attached

Parcel Identification Number (PIN)

This is not homestead property  
(is)(is not)

27-12

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except  
municipal and zoning ordinances and agreements entered under them, recorded assessments for the distribution of utility and municipal services, recorded  
building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated 10/28/2005  
Expansion Commercial, LLC

By: [Signature] (SEAL)  
Michael Mirharooni, Managing Member

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

AUTHENTICATION

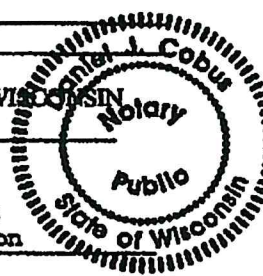
Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN  
WAUKESHA COUNTY } ss.

Personally came before me on OCTOBER 28, 2005  
the above named Michael Mirharooni

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. S706.06)



to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

[Signature]  
Daniel J. Cobus  
Notary Public, State of Wisconsin  
My commission (is permanent)(expires: 6/28/09)

THIS INSTRUMENT DRAFTED BY:  
Attorney Jeffrey P. Patterson

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
WARRANTY DEED 2003 STATE BAR OF WISCONSIN FORM NO. 1-2003

\*Type name below signatures

enddeed 8/05



**Legal Description:**

**Parcel 1:** A parcel of land lying in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Numbered Sixteen (16) and also in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Numbered Sixteen (16), all in Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, being part of Blocks Numbered Six (6), Seven (7), and Eight (8) of Harbor View Addition to the City of Manitowoc, and part of Lot Numbered Thirty-one (31) of Oehler and Guenther's Subdivision of the City of Manitowoc, Manitowoc County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter (W 1/4) corner of said Section Sixteen (16), thence S 89°03' E a distance of 40 feet, thence due North a distance of 40 feet to the point of real beginning, being the Northeast (NE) corner of Johnston Drive and East Magnolia Avenue, thence due North along the East right-of-way of Johnston Drive a distance of 430 feet, thence S 89°03' E 1000 feet to the West right-of-way of Holly Drive, thence S 0°02'20" E a distance of 420.63 feet to the point of curvature of a 482.50' radius curve to the right, thence along said curve to the right (chord bearing S 22°49'50" W long chord 359.49 feet) 369.21 feet to the Northerly right-of-way of East Magnolia Avenue, thence along the Northerly right-of-way of East Magnolia Avenue N 44°18' W a distance of 107.12 feet to the point of curvature of an 858.52 foot radius curve to the left, thence along said curve to the left (chord bearing N 66°40'30" W long chord 653.62 feet) 670.53 feet, thence N 89°03' W a distance of 185.68 feet to the point of real beginning.

**Parcel 2:** A parcel of land lying in the North One-half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Numbered Sixteen (16), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, being part of Lots Seventeen (17), Eighteen (18), Nineteen (19) and Thirty-one (31) of Oehler and Guenther's Subdivision, City of Manitowoc, Manitowoc County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter (W 1/4) corner of said Section Sixteen (16), S 89°03' E a distance of 40 feet; thence due North a distance of 40 feet being the Northeast (NE) corner of Johnston Drive and East Magnolia Avenue, thence S 89°03' E 185.68 feet to the point of curvature of a 858.52 foot radius curve to the right, thence along said curve to the right (chord bearing S 66°40'30" E long chord 653.62 feet) 670.53 feet, thence S 44°18' E 187.12 feet to the point of real beginning, being the Northeast (NE) corner of Holly Drive and East Magnolia Avenue, thence along a 542.50 foot radius curve to the left (chord bearing N 37°41'08" E long chord 151.27 feet) 151.78 feet, thence S 89°05'20" E 232.31 feet, thence S 55°41'30" E 138.15 feet to the Westery right-of-way line of Iris Drive, thence S 34°18'30" W 204.3 feet, thence S 56°52'51" W 114.98 feet to the Northwestery (NW) corner of Magnolia Avenue and Iris Drive, thence along a 1406.06 foot radius curve to the right (chord bearing N 49°59'45" W, long chord 279.10 feet) 279.56 feet, thence N 44°18' W 19.55 feet to the point of real beginning.

**Tax Parcel No.** 052-330-008-152.00 and 052-520-017-010.00

**Property Address:** 700 E. Magnolia Avenue, Manitowoc, Wisconsin

DOCUMENT NO.

532296

RcDS

598 - 60

WARRANTY DEED-By Corporation  
STATE OF WISCONSIN-FURNISH  
THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 30th day of March  
A. D. 1978, between CHOICE, INC.

a Corporation  
duly organized and existing under and by virtue of the laws of the State of Wisconsin, located  
at Manitowoc Wisconsin, party of the first part and  
Maritime Properties, a Wisconsin Limited Partner-  
ship,

part V of the second part,

Witnesseth, That the said party of the first part, for and in consideration  
of the sum of One Dollar (\$1.00) and other valuable  
consideration

RECEIVED FOR RECORD

1978 MAR 31 PM 1 58

Robert B. Brundl  
REGISTER OF DEEDS

RETURN TO

1310 Washington St.  
Mtwa, Wisc. 54220

to it paid by the said part V of the second part, the receipt whereof is hereby  
confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents  
does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part V of the second part, it's heirs and assigns  
forever, the following described real estate situated in the County of Manitowoc and State of Wisconsin, to-wit:

Lot Numbered Seven (7) and the South Ten (10) feet of Lots Numbered  
One (1) and Two (2) plus the East Twenty-eight feet of the South Ten  
(10) feet of Lot Numbered Three (3), all located in Block Numbered  
Eight (8) of Harbour View addition in the City of Manitowoc, accord-  
ing to the recorded plat of said addition.

This is Not Homestead property.

TRANSFER  
\$10.80  
FFE

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the estate  
right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy  
of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said part V of the  
second part, and to it's heirs and assigns FOREVER.

And the said CHOICE, INC.

party of the first part, for itself and its successors, does covenant, grant  
second part, it's heirs and assigns, that at the time of the  
premises above described, as of a good, sure, perfect, absolute and indefeasible  
same are free and clear from all incumbrances whatever.

*These deeds  
Account for  
"5.10"*

and that the above bargained premises in the quiet and peaceable possession  
against all and every person or persons lawfully claiming the whole or any part

In Witness Whereof, the said CHOICE, INC.

party of the first part, has caused these presents to be signed by Daniel P. Wergin, Jr. its President, and  
countersigned by Gregory D. Scherer its Secretary, at Manitowoc  
Wisconsin, and its corporate seal to be hereunto affixed, this 30th day of March, A. D. 1978

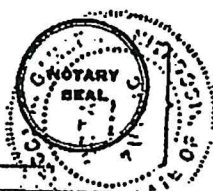
SIGNED AND SEALED IN PRESENCE OF

CHOICE, INC.

*Daniel P. Wergin, Jr.*  
Daniel P. Wergin, Jr.  
COUNTERSIGNED:  
*Gregory D. Scherer*  
Gregory D. Scherer  
Secretary

STATE OF WISCONSIN,  
Manitowoc County, } ss.

Personally came before me, this 31st day of March, A. D. 1978  
Daniel P. Wergin, Jr. President, and Gregory D. Scherer Secretary of the above  
named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such  
and Rebecca K. Gandee Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the  
deed of said Corporation, by its authority.



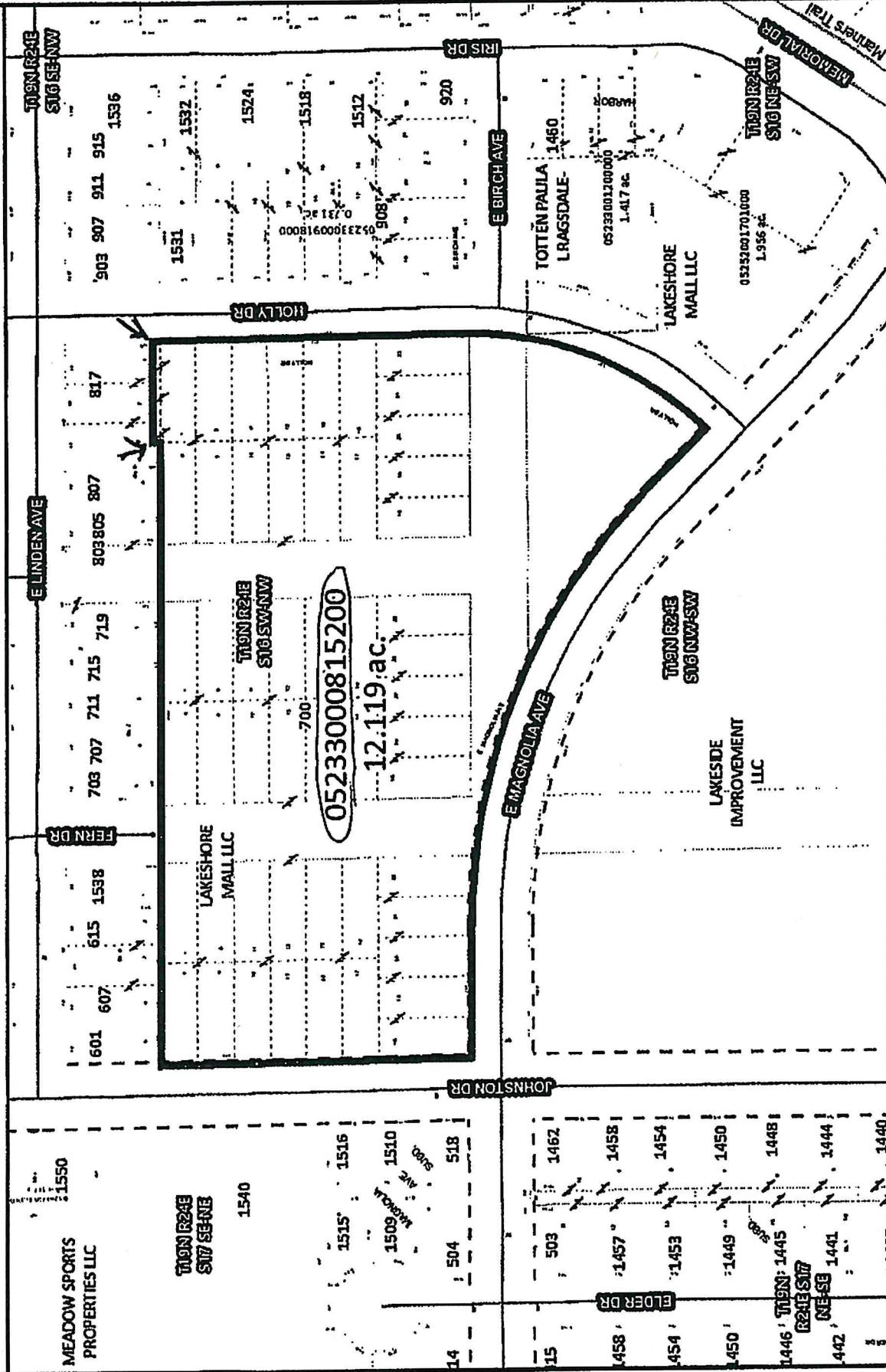
*Rebecca K. Gandee*  
Rebecca K. Gandee  
Notary Public, Manitowoc County, Wis.

This instrument drafted by  
Carol Wergin

My Commission (Expires) (1a) 9-20-81

↓ See South 10' Note

# Printed from Advanced Access GIS Viewer



The burden for determining fitness for use rests entirely upon the user of this website. Manitowoc County and its co-producers will not be liable in any way for accuracy of the data and they assume no responsibility for direct, indirect, consequential, or other damages.

Author:  
Date Printed: 9/17/2019

# EXHIBIT

D

DATE SIGNED: January 6, 2020

Electronically signed by Robert P. Dewane  
Circuit Court Judge

**STATE OF WISCONSIN                      CIRCUIT COURT                      MANITOWOC COUNTY**

---

**CITY OF MANITOWOC,**

Plaintiff,

v.

**LAKESHORE MALL LLC,**

Defendant.

Case No.:            19 CV 424

Case Code:        30704

Case Classification: Other Injunction  
or Restraining Order

---

**DISPOSITIONAL ORDER**

---

The COURT HEREBY ORDERS the above-referenced matter dismissed without costs to either party upon the following conditions:

1. Lakeshore Mall LLC shall maintain all security measures established pursuant to Paragraphs 1 through 4 of the Court's October 21, 2019 Order ("Security Measures") until such time as the property located at 700 E. Magnolia Avenue, Manitowoc, WI ("Property") is sold or becomes otherwise occupied by a tenant utilizing the Property for ongoing operations, such that the parties to this action ("Parties") agree the Security Measures are no longer necessary.
2. Lakeshore Mall LLC shall be permitted to temporarily or permanently modify, reduce or remove, or cause for the modification, reduction or removal of the Security Measures, but only with prior City approval, which shall not be unreasonably withheld.



3. If Lakeshore Mall LLC, fails to maintain the Security Measures, the City of Manitowoc may request and shall be granted relief from this Judgment of Dismissal pursuant to Wis. Stat. §806.07(1)(h).
4. Any actions of third parties, including but not limited to, vandalism or criminal damage to the Property shall not be considered a violation of this Dispositional Order. In such case, Lakeshore Mall LLC will commence correction of the damage within a reasonable time thereafter and subject to any third party demands.
5. The conditions of this Dispositional Order shall not accrue to any subsequent purchaser of the Property provided the sale is a bona fide arm's length transaction.

# EXHIBIT

E

Blight

2420-62310-582920

Confirmation Number: 5573730

Wisconsin

Manitowoc County  
Clerk of Courts - POS

City v. Lakeshore  
Mall, LLC  
700 E. Magnolia  
Raze Order  
Ave.



Transaction Details

Name (Last, First, MI)  
City of Manitowoc  
Case Number  
2019CV000424  
Miscellaneous  
Kathleen McDaniel

Credit Card Payment Address Information

Order Number 5573730  
Customer Name KATHLEEN MCDANIEL  
Email Address  
Address  
Phone Number (920) 686-6990  
Credit Card Number 4XXX XXXX XXXX 8862  
Credit Card Type Visa  
Expiration Date 1019  
Operator Name  
Transaction Time 9/18/2019 4:51:26 PM  
Authorization Code 079804  
Convenience Fee Authorization Code 030136  
Transaction ID 1591930604  
Agency Total 164.50 ✓  
Convenience Fee \$4.94 ✓  
Total Amount 169.44  
Charged to Card

\_\_\_\_\_  
Cardholder Signature  
\_\_\_\_\_  
Cardholder Phone #

For questions about this payment, please call (866) 480-8552.

Disputing a charge with your credit card company may result in an additional \$40.00 charge.

09-18-2019

Lynn Zigmunt  
Manitowoc County Clerk of Court  
City Courthouse  
1010 South 6th Street  
Manitowoc WI 54220  
Receipt: 1GR 013174  
Payer: PayGov/McDaniel, Kathleen  
Debtor/Party: City of Manitowoc

Case no:	2019CV000424	164.50
Sched	Order(\$)	Paid(\$)
CVFID	164.50	164.50
		0.00
Electronic Fund(\$):		164.50
Total(\$):		164.50
Applied(\$):		164.50

If payment is made by check, this receipt is not valid until the check clears the bank.

# EXHIBIT

F

## Amanda Gruber

---

**From:** Elizabeth Majerus <emajerus@manitowoc.org>  
**Sent:** Friday, January 31, 2020 11:29 AM  
**To:** Bryan Kroes  
**Subject:** RE: lakeshore mall barricade correspondance  
**Attachments:** Fwd 700 E. Magnolia; Fwd Updated letter

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Bryan,

I've searched through the City email archives for references to "concrete," "barrier," "barricade," "jersey" (technical term for these is "jersey barrier") and "mall" in emails between City staff and Mr. Kesselman and this is all I located.

On 10/10/18 DC Kadow sent two letters to John Kesselman and Steve Elkind. See attached. Only one of the letters mentions the barricades. Following that, starting on 10/12 and going through 11/9/18 are emails between Mr. Kesselman and DC Kadow coordinating a meeting between them. I then see a message that a meeting was scheduled for 11am on 11/13/18.

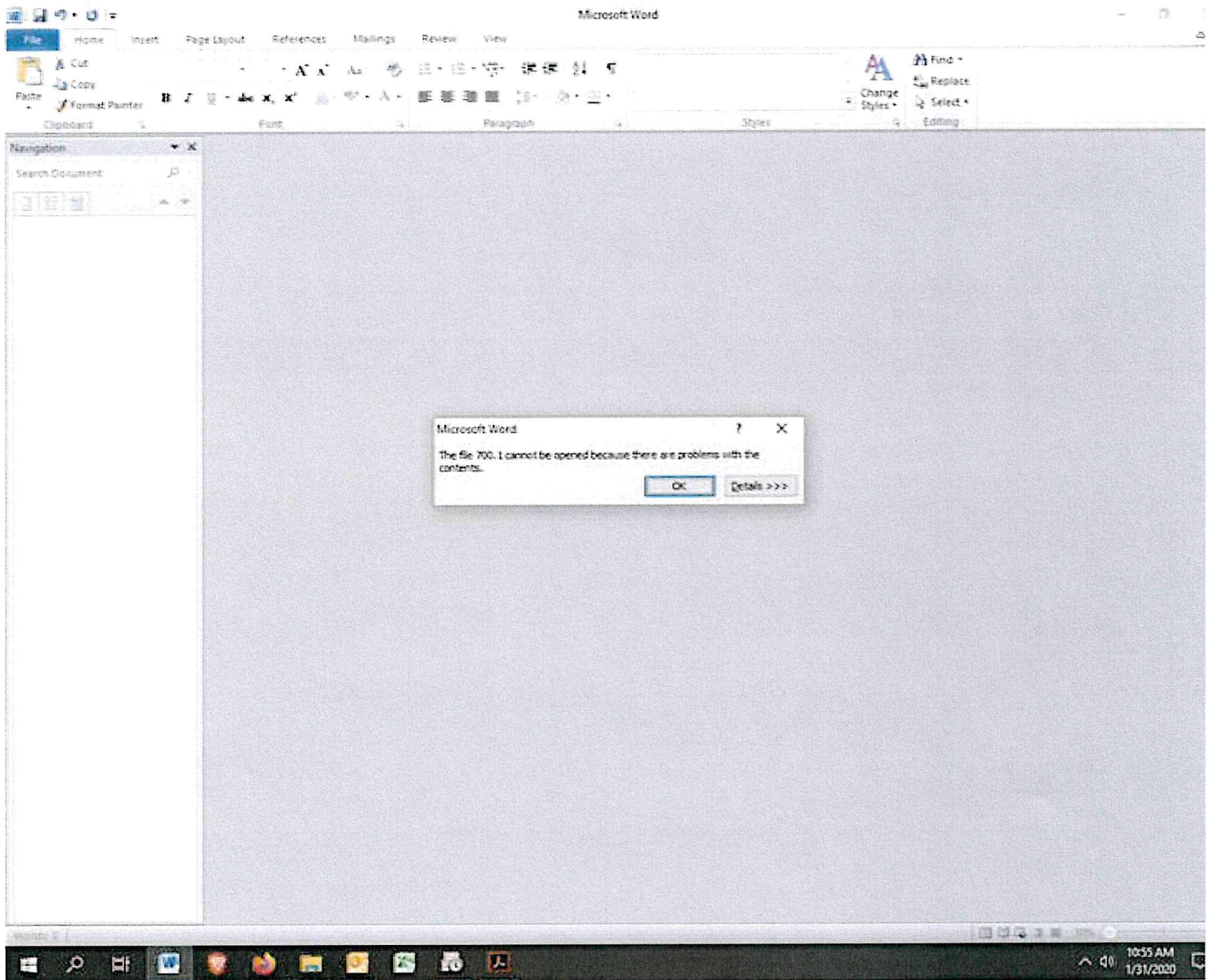
Please advise whether you continue having issues opening and if so, I may need to print, scan, and then send.

Thanks,  
Liz

---

**From:** Bryan Kroes [mailto:bkroes@hzattys.com]  
**Sent:** Friday, January 31, 2020 11:00 AM  
**To:** Elizabeth Majerus  
**Subject:** RE: lakeshore mall barricade correspondance

Liz,  
The e-mail itself opens, however, the Word document attached will not. I get the following error message:



Also, in the text of the e-mail dated 10/10/18, Mr. Kadow apologizes for the “many e-mails.” There were only two e-mails attached, the second of which appears to be a read receipt of the first. Please send all of the e-mails between Mr. Kadow and Mr. Kesselman/Dr. Elkind regarding concrete barrier placement.

Thank you,

**Bryan T. Kroes**

Attorney

[bkroes@hzattys.com](mailto:bkroes@hzattys.com)



1011 N. Mayfair Road | Suite 204  
Wauwatosa, WI 53226  
P: 414-727-6250

**NOTICE:** This e-mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is attorney client privileged and confidential. If you are not the intended recipient, any use, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this e-mail message in error, please immediately notify the sender by replying to this e-mail

message or by calling Hurtado Zimmerman SC at the number identified below, then delete it. To ensure compliance with Internal Revenue Service (IRS) requirements, unless expressly stated otherwise, any U.S. federal tax advice in this e-mail or its attachments is not intended or written to be used, and cannot be used, by any person for 1) avoiding penalties imposed by the IRS, or 2) promoting, marketing or recommending to another person any tax-related matters herein. Thank you.

---

**From:** Elizabeth Majerus [mailto:emajerus@manitowoc.org]  
**Sent:** Friday, January 31, 2020 10:20 AM  
**To:** Bryan Kroes  
**Subject:** lakeshore mall barricade correspondance

Bryan,

Attached is the email with letter attachment regarding barrier placement as well as a read receipt from Mr. Kesselman for same. Please confirm that you're able to open these attachments.

Thanks for your patience,  
Liz



**Elizabeth Majerus**  
Manitowoc Assistant City Attorney  
900 Quay St., Manitowoc, WI 54220  
(920) 686-6990 | [emajerus@manitowoc.org](mailto:emajerus@manitowoc.org)

### Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

## Amanda Gruber

---

**From:** Gregg Kadow <gkadow@manitowoc.org>  
**Sent:** Wednesday, October 10, 2018 5:43 PM  
**To:** 'sae\_properties@qwiff.org'; 'jkesselman@kesselmangroup.com'  
**Subject:** 700 E. Magnolia  
**Attachments:** 15.430(f) Maintenance of Parking Lots.docx; 700.docx; 2015 International Building Code.pdf; NFPA 1 Fire Code.docx

**Importance:** High

Mr. Elkind and Mr. Kesselman,

Please see attached letter, photo log and photos regarding the mall. There are significant issues with the property and previous mailings have been ignored. I am also sending the information certified and regular mail. It is being sent to the registered agent office at 10620 Port Washington Rd. , Mequon, WI 53062. If this is not the correct address please let me know.

**Gregg P. Kadow | Deputy Fire Chief**  
**Division of Life Safety and Neighborhood Services**  
Manitowoc Fire Rescue Department  
900 Quay Street  
Manitowoc, WI 54220  
Phone: (920)686-6543  
Fax: (920)686-6545



**Manitowoc Municipal Code**

**15.430 Off-Street Parking and Loading Regulations.**

**(12) Parking Areas Development and Maintenance.** Every parcel of land hereafter used as a public or private parking area shall be developed and maintained by the owner in accordance with the following requirements:

(f) Maintenance. All parking areas shall be maintained in a safe and sanitary condition and shall be kept in good repair. Owners and their agencies shall be responsible for providing, protecting and maintaining all landscaping as required by site plan approval in a healthy and growing condition, replacing it when necessary, and keeping it free of refuse and debris; and

## **NFPA 1 Fire Code, 2012 Edition**

### **10.13 Seasonal and Vacant Buildings and Premises.**

**10.13.1** Every person owning or having charge or control of any vacant building, premises, or portion thereof shall remove all combustibile storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure the building or premises to prohibit entry by unauthorized persons.

**10.13.1.1** The requirement of 10.13.1 shall not apply to buildings used on a seasonal basis, or the temporary vacancy of a building for tenant change or remodeling purposes.

**10.13.2** All fire protection systems shall be maintained in service in seasonal and vacant buildings, unless otherwise approved by the AHJ.

**10.13.2.1\*** With the approval of the AHJ, fire protection and fire alarm systems in seasonal and vacant buildings shall be permitted to be removed from service.

**10.13.2.2** When required by the AHJ, other systems or components pertaining to fire protection shall be maintained.

**10.13.3** The AHJ shall have the authority to require an inspection and test of any fire protection system or fire alarm system that has been out of service for 30 days or more before restored back into service.



# CITY OF MANITOWOC FIRE RESCUE DEPARTMENT

Division of Life Safety & Neighborhood Services

October 5, 2018

Mr. Steve Elkind  
Mr. John Kesselman

Dear Sirs,

After recent issues with the property located at 700 E. Magnolia Ave. in the City of Manitowoc our department conducted an outside inspection of the property and structure. Numerous violations and concerns were noted. As the building now sits vacant we are concerned that maintenance has stopped and that the structure is becoming old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair. We have cited for the lack of the required permit for the annual fire sprinkler inspection and to date still do not have a permit on file. We will start issuing citations for this on a weekly basis until compliance is achieved.

The report from the outside inspection is included and there are issues that are life safety matters and need to be corrected immediately.

Please notify us by Oct. 19, 2018 to set up a time for us to do a building and life safety inspection of the interior of the structure. Failure to do so will be received as a denial for entry and we will request a special inspection warrant from municipal court.

Previous attempts to contact you by regular mail and certified mail have been unsuccessful. Your attention to this matter is appreciated.

Regards,

Deputy Chief Gregg Kadow  
Division of Life Safety  
Manitowoc Fire Rescue

## SCOPE AND ADMINISTRATION

pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114  
VIOLATIONS

[A] 114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, *repair*, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] 114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, *repair*, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[A] 114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

[A] 114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115  
STOP WORK ORDER

[A] 115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the *owner's* authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

[A] 115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116  
UNSAFE STRUCTURES AND EQUIPMENT

[A] 116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

[A] 116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

[A] 116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the *owner*, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

[A] 116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the *owner* personally; (b) sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the *owner's* agent or upon the person responsible for the structure shall constitute service of notice upon the *owner*.

[A] 116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *International Existing Building Code*.

# EXHIBIT

# G

## Amanda Gruber

---

**From:** Gregg Kadow <gkadow@manitowoc.org>  
**Sent:** Wednesday, October 10, 2018 6:32 PM  
**To:** 'sae\_properties@qwiff.org'; 'jkesselman@kesselmangroup.com'  
**Subject:** Updated letter  
**Attachments:** 700.1.docx

Gentlemen,

Attached is the updated letter as it has the information regarding the barriers to prevent traffic on the mall properties. Again, I apologize for the many emails but want to make sure you have all the information regarding the property. Your attention to these issues is appreciated and needed.

**Gregg P. Kadow | Deputy Fire Chief**  
**Division of Life Safety and Neighborhood Services**  
Manitowoc Fire Rescue Department  
900 Quay Street  
Manitowoc, WI 54220  
Phone: (920)686-6543  
Fax: (920)686-6545



# CITY OF MANITOWOC FIRE RESCUE DEPARTMENT

Division of Life Safety & Neighborhood Services

October 6, 2018

Mr. Steve Elkind  
Mr. John Kesselman

Dear Sirs,

After recent issues with the property located at 700 E. Magnolia Ave. in the City of Manitowoc our department conducted an outside inspection of the property and structure. Numerous violations and concerns were noted. As the building now sits vacant we are concerned that maintenance has stopped and that the structure is becoming old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair. We have cited for the lack of the required permit for the annual fire sprinkler inspection and to date still do not have a permit on file. We will start issuing citations for this on a weekly basis until compliance is achieved.

The report from the outside inspection is included and there are issues that are life safety matters and need to be corrected immediately.

Please notify us by Oct. 19, 2018 to set up a time for us to do a building and life safety inspection of the interior of the structure. Failure to do so will be received as a denial for entry and we will request a special inspection warrant from municipal court.

Due to the dangerous areas of the parking lot on both mall sites, concrete barriers have been placed to prevent vehicles from driving on the property. The cost of delivery and the daily rent for these barriers will be billed to the property.

Previous attempts to contact you by regular mail and certified mail have been unsuccessful. Your attention to this matter is appreciated.

Regards,

Deputy Chief Gregg Kadow  
Division of Life Safety  
Manitowoc Fire Rescue

# EXHIBIT

H



**Lisa Mueller**

---

**From:** Chad Scheinoha  
**Sent:** Tuesday, September 18, 2018 4:11 PM  
**To:** Todd Blaser  
**Cc:** Dan Koski; Sue Reilly; Sandy Ronski; Karen Dorow; Billy Hutterer; Elizabeth Majerus; Kathleen McDaniel; Gregg Kadow; Lisa Mueller  
**Subject:** Barriers at Mall property

As of today all of the barriers have been placed at the mall properties. We had to leave one driveway open due to a vehicle parked there. After they are moved I will have our crew set them in place.

Our traffic control crew will be placing reflective material on the barriers this week for safety. They are placed off of the roadway, but still in the right of way and not on private property (street side of the sidewalk in the driveways).

I have set a rental rate of \$2 per barrier per day. We placed 46 of them today, so the billing will start today. \$92/day total rental rate.

I don't know the exact cost of placement yet, but the estimate was \$1,320.00. I would anticipate this same cost for picking them up, whenever that may be. So total for delivery and pickup will be estimated at \$2,640.00.

We will store them at the city gravel pit after they used at this site for use wherever they are needed after that.

I anticipate a call from them as to how they might plow the sidewalk and gain access to the property, I will leave that up to building inspection/life safety.

If there is anything further needed from me let me know.

**Chad J. Scheinoha**  
City of Manitowoc, Dept. of Public Infrastructure  
Operations Division Manager  
Mobile (920)374-0402  
Office (920)686-6512  
[www.manitowoc.org](http://www.manitowoc.org)

# EXHIBIT

I

**THOMPSON  
MACHINERY MOVING**

Thompson Machinery Moving  
2900 Calumet Avenue  
Manitowoc, WI 54220  
(920)717-0205  
Mike.Schmidt@Thompsonmm.com

**Invoice**

**BILL TO:**  
Manitowoc Public Infrastructure  
900 Quay Street  
Manitowoc, WI 54220

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	INCL. TAX
1807	09/20/2018	\$2,250.00	09/20/2018	Duo on receipt	

**PO NUMBER**  
Per Chad Scheinoha

DATE	SCOPE OF WORK	AMOUNT
09/18/2018	Load/transport (40) Concrete Blocks, 8'L x 4"W and 4,000lbs, from Carow in Manitowoc and deliver/unload at old Mid-Cities Mall per customer. -Labor/Semi-Tractor & Trailer: \$100/hour x 20 hours (2 drivers -10 hours per driver)= \$2,000 -Equipment: 8,000lb Capacity Forklift = \$250	2,250.00

We thank you for the privilege of working with your company on this project. We sincerely appreciate your business and look forward to working with you again in the future.

**BALANCE DUE**

**\$2,250.00**

Respectfully,

Mike Schmidt  
Director of Operations  
Thompson Machinery Moving

Delivery of driveway barriers to 700 E. Magnolia Ave.

2420-62310-582900

Big  
9-20-18

Assess to owner  
per S. Corballe  
d. Atty. McDaniel.

GROUP  
EXHIBIT

J

DATE	INVOICE NO
12/31/2018	0123386

BILL TO
KESSELMAN REAL ESTATE 10144 N PORT WASHINGTON RD 2F MEQUON, WI 53092-5798

DUE DATE
2/18/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

DPW - BARRIERS - DPW COST TO PLACE BARRIERS AT MALL PROPERTY DUE TO DEFECTIVE SEWERS CAUSING A SAFETY ISSUE IN PARKING LOTS. RENTAL OF BARRIERS - 9/18-12/31/18:

46 BARRIERS X 105 DAYS X \$2/B/D	1.00	9,660.00	9,660.00	0.00	0.00	9,660.00
		<b>INVOICE TOTAL:</b>	9,660.00	0.00	0.00	9,660.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6960

Customer Name: KESSELMAN REAL ESTATE  
Customer No: 045407  
Account No: 0004637

DUE DATE	INVOICE NO
2/18/2019	0123386



Please remit payment by the due date to:  
City of Manitowoc  
900 Quay St.  
Manitowoc, WI 54220-4543

INVOICE BALANCE: \$9,660.00  
AMOUNT PAID: \_\_\_\_\_

DATE	INVOICE NO
5/21/2019	0137409

<b>BILL TO</b>
KESSELMAN REAL ESTATE 10144 N PORT WASHINGTON RD 2F MEQUON, WI 53092-5798

<b>DUE DATE</b>
6/20/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						9,660.00
DPW - 1ST QUARTER - DPW FIRST QUARTERE BARRIER CONTROL RENTAL AT MALL PROPERTY - 1/1 - 3/31/19:						
RENTAL-TRAFFIC CONTROL DEVICES	1.00	8,280.00	8,280.00	0.00	0.00	8,280.00
			<b>INVOICE TOTAL:</b>	0.00	0.00	8,280.00

96 days x \$92/day

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6960

Customer Name: KESSELMAN REAL ESTATE  
 Customer No: 045407  
 Account No: 0004637

DUE DATE	INVOICE NO
6/20/2019	0137409



Please remit payment by the due date to:

City of Manitowoc  
 900 Quay St.  
 Manitowoc, WI 54220-4543

Invoice Total:	8,280.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	17,940.00

**INVOICE BALANCE:** 8,280.00  
**AMOUNT PAID:** \_\_\_\_\_

DATE	INVOICE NO
8/14/2019	0160720

<b>BILL TO</b>
KESSELMAN REAL ESTATE 10144 N PORT WASHINGTON RD 2F MEQUON, WI 53092-5798

DUE DATE
9/13/2019

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE 17,940.00

DPW - AUGUST, 2019 - DPW SECOND QUARTER BARRIER CONTROL RENTAL AT MALL PROPERTY - 4/1-6/30-19:

RENTAL-TRAFFIC CONTROL DEVICES	1.00	8,372.00	8,372.00	0.00	0.00	8,372.00
--------------------------------	------	----------	----------	------	------	----------

INVOICE TOTAL: 8,372.00 0.00 0.00 8,372.00

*91 days x \$92./day*

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6960

Customer Name: KESSELMAN REAL ESTATE  
Customer No: 045407  
Account No: 0004637

DUE DATE	INVOICE NO
9/13/2019	0160720



Please remit payment by the due date to:

City of Manitowoc  
900 Quay St.  
Manitowoc, WI 54220-4543

Invoice Total:	8,372.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	26,312.00

INVOICE BALANCE: \$8,372.00  
AMOUNT PAID: \_\_\_\_\_

DATE	INVOICE NO
12/31/2019	0182527

<b>BILL TO</b>
KESSELMAN REAL ESTATE 10144 N PORT WASHINGTON RD 2F MEQUON, WI 53092-5798

DUE DATE
2/13/2020

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
DPW - FINAL BILLING - DPW THIRD QUARTER PLUS FINAL PARTIAL FOURTH QUARTER RENTAL BILLING - 7/1-11/4/19:						
RENTAL-BARRIERS <i>-- 127 days x \$92/day</i>	1.00	11,684.00	11,684.00	0.00	0.00	11,684.00
BARRIER REMOVAL	1.00	2,500.00	2,500.00	0.00	0.00	2,500.00
<b>INVOICE TOTAL:</b>			<b>14,184.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,184.00</b>

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (920) 686-6960

Customer Name: KESSELMAN REAL ESTATE  
Customer No: 045407  
Account No: 0004637

DUE DATE	INVOICE NO
2/13/2020	0182527



Please remit payment by the due date to:

City of Manitowoc  
900 Quay St.  
Manitowoc, WI 54220-4543

Invoice Total:	14,184.00
Discounts:	0.00
Credit Applied:	0.00
Ending Balance:	14,184.00

**INVOICE BALANCE: \$14,184.00**  
**AMOUNT PAID: \_\_\_\_\_**



EXHIBIT

K

DATE SIGNED: October 18, 2019

Electronically signed by Robert P. Dewane  
 Circuit Court Judge

---

**STATE OF WISCONSIN                      CIRCUIT COURT                      MANITOWOC COUNTY**

---

**CITY OF MANITOWOC,**

Plaintiff,

v.

**LAKESHORE MALL LLC,**

10144 N. Port Washington Road. Suite 2F  
 Mequon, WI 53092

Defendant.

Case No.: 19 CV 424

Case Code: 30704

Case Classification: Other Injunction  
 or Restraining Order

---

**ORDER**

---

Pursuant to the Stipulated Disposition in the above-referenced matter, THE COURT HEREBY ORDERS AS FOLLOWS:

1. Lakeshore shall cause every door and window to be boarded or otherwise physically secured by October 28, 2019. One entrance door to the former "Prange Way" and one entrance door to the main Lakeshore Mall hallway will not be required to be boarded. Instead, these doors shall be secured by new locks. Lakeshore shall further cause all hinges and hardware for these two doors to be sound and secure.
  
2. Lakeshore shall cause an electronic security alarm system to be installed by October 28, 2019. This alarm system shall communicate with the Manitowoc Joint Dispatch Center anytime an unauthorized person enters the building. This alarm system shall communicate with the Manitowoc Joint Dispatch Center anytime an unauthorized person enters the building. Cameras shall be installed at each un-boarded access door by November 30, 2019, which shall photo-document all entrants with a date and time stamped image, which shall be made available to law enforcement upon request. By November 1, 2019, Lakeshore shall install temporary cameras at these un-boarded access points. These temporary cameras shall photo-document all entrants and such photos shall be made available to law enforcement upon request.

3. The alarm system shall photo-document all entrants with a date and time stamped image, which shall be made available to law enforcement upon request.
  4. On or before October 28, 2019, Lakeshore shall cause all driveway approaches to the Lakeshore Mall property to be secured with the intent to obstruct vehicular access with 4" galvanized posts placed in concrete footings on either side of each driveway approach, spanned by a 3/16" chain secured to each galvanized post.
  5. The Court shall allow an extension of the October 28, 2019 deadline to a date agreed to by the parties. If the parties are not able to agree to an extension, the matter will return to Court for a hearing to determine whether an extension shall be granted. Lakeshore shall obtain all necessary permits from the City and all shall allow City inspections pursuant to existing City ordinances. The City shall act in good faith and cooperate with Lakeshore throughout the compliance process and further agrees to treat Lakeshore's request(s) for permits and/or inspections with priority.
  6. Lakeshore shall notify the City upon completion and shall allow law enforcement or fire personnel access to inspect the security measures taken to confirm compliance with Paragraphs 1 through 3 of the Stipulated Disposition. Upon approval by law enforcement and/or fire personnel, the parties shall notify the Court of compliance.
  7. In the event that Lakeshore fails to achieve compliance by the compliance deadline and the parties have not agreed to an extension, the City shall cause such remaining security measures to be completed pursuant to the specifications identified in Paragraphs 1 through 3 of this Stipulation and shall assess all actual costs incurred to Lakeshore. Lakeshore shall pay the City for those assessed costs within fifteen days of invoice. Failure to pay shall result in the imposition of \$500/ week sanction by the Court until full repayment is made.
  8. Lakeshore need not file a written answer to the City's Summons and Complaint.
-

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

---

**CITY OF MANITOWOC,**

Plaintiff,

v.

**LAKESHORE MALL LLC,**10144 N. Port Washington Road. Suite 2F  
Mequon, WI 53092

Defendant.

Case No.: 19 CV 424

Case Code: 30704

Case Classification: Other Injunction  
or Restraining Order

---

**STIPULATED DISPOSITION**

---

**WHEREAS**, Lakeshore Mall LLC, (hereinafter, "Lakeshore") owns land and improvements at 700 East Magnolia Avenue, Manitowoc, Wisconsin, and identified in the City's records as Tax Parcel Number 330-008-152 (hereinafter, "Lakeshore Mall"); and,

**WHEREAS**, Lakeshore Mall has suffered numerous trespass incidents in 2019 requiring police and/or fire response including several which resulted in extensive damage to Lakeshore Mall; and,

**WHEREAS**, the City of Manitowoc (hereinafter, "City") filed the present action on September 18, 2019; and,

**WHEREAS**, the parties met at Lakeshore Mall on September 27, 2019 to discuss site security improvements; and,

**WHEREAS**, the parties have reached a mutually agreeable site security plan for Lakeshore Mall;

**PLEASE TAKE NOTICE** that, effective October 1, 2019, the above-referenced parties do hereby agree as follows:

1. Lakeshore will cause every door and window to be boarded or otherwise physically secured by October 28, 2019. One entrance door to the former "Prange Way" and one entrance door to the main Lakeshore Mall hallway will not be required to be boarded. Instead, these doors shall be secured by new locks. Lakeshore shall further cause all hinges and hardware for these two doors to be sound and secure.
2. Lakeshore will cause an electronic security alarm system to be installed by October 28, 2019. This alarm system shall communicate with the Manitowoc Joint Dispatch Center anytime an unauthorized person enters the building. Cameras shall be installed at each un-boarded access door by November 30, 2019, which shall photo-document all entrants with a date and time stamped image, which shall be made available to law enforcement

upon request. By November 1, 2019, Lakeshore shall install temporary cameras at these un-boarded access points. These temporary cameras shall photo-document all entrants and such photos shall be made available to law enforcement upon request.

3. On or before October 28, 2019, Lakeshore will cause all driveway approaches to the Lakeshore Mall property to be secured with the intent to obstruct vehicular access with 4" galvanized posts placed in concrete footings on either side of each driveway approach, spanned by a 3/16" chain secured to each galvanized post.
4. Lakeshore may request in writing, and for good cause shown, the City shall grant an extension of the October 28, 2019 deadline to a mutually agreed upon date based upon the circumstances presented. Good cause for said extension shall include, but not be limited to, delays experienced because of inclement weather, strikes, inability to obtain materials, labor shortages, acts of God, damage or destruction by fire or other casualty, contractors' availability or breaches, theft, vandalism, governmental regulation or interference, or any other occurrences beyond the control of Lakeshore. All necessary permits shall be obtained and all work shall be inspected pursuant to existing City ordinances. The City shall act in good faith and cooperate with Lakeshore throughout the compliance process and further agrees to treat Lakeshore's request(s) for permits and/or inspections with priority.
5. Lakeshore shall notify the City upon completion and shall allow law enforcement or fire personnel access to inspect the security measures taken to confirm compliance with Paragraphs 1 through 3 of this Stipulation. Upon approval by law enforcement and/or fire personnel, the parties shall notify the Court of compliance.
6. In the event that Lakeshore fails to achieve compliance by the compliance deadline and the parties have not agreed to an extension, the City shall cause such remaining security measures to be completed pursuant to the specifications identified in Paragraphs 1 through 3 of this Stipulation and shall assess all actual costs incurred to Lakeshore. Lakeshore agrees to pay the City for those assessed costs within fifteen days of invoice. Failure to pay shall result in the imposition of \$500/ week sanction by the Court until full repayment is made.
7. The parties further agree that Lakeshore need not file a written answer to the City's Summons and Complaint and that this Stipulation encompasses and accurately reflects the full scope of the agreed-upon terms.

CITY OF MANITOWOC

HURTADO ZIMMERMAN SC  
Attorneys for Lakeshore Mall LLC

By: Elizabeth Majerus

By: /s/ Bryan T. Kroes

Date: 10/18/19

Date: October 11, 2019

# EXHIBIT

L

**THOMPSON  
MACHINERY MOVING**

Thompson Machinery Moving  
2817 Basswood Road  
Manitowoc, WI 54220  
(920)717-0205  
Mike.Schmidt@Thompsonmm.com

**Invoice**

**BILL TO**  
Manitowoc Public Infrastructure  
900 Quay Street  
Manitowoc, WI 54220

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
2340	12/24/2019	\$2,500.00	12/24/2019	Due on receipt	

**PO NUMBER**  
Per Chad Scheinoha

DATE	SCOPE OF WORK	AMOUNT
12/23/2019	Load/transport (46) Concrete Blocks, 2' x 2' x 6', and 3,300lbs from old Mid-Cities Mall and deliver/unload to your facility on Hecker Road per customer. -Labor/Semi-Tractor & Trailer: \$100/hour x 22.5 hours (3 men x 7.5 hours) = \$2,250 -Equipment: 8,000lb Capacity Forklift = \$250	2,500.00

We thank you for the privilege of working with your company on this project. We sincerely appreciate your business and look forward to working with you again in the future.

**BALANCE DUE**

**\$2,500.00**

Respectfully,

Mike Schmidt  
Director of Operations  
Thompson Machinery Moving

# EXHIBIT

M



# Carew Concrete & Supply Co., Inc.

"A Solid Name For Concrete"

1419 Maple Avenue  
Green Bay, WI 54304-  
920-437-7971 Fax 920-435-5057

## Bid Quotation

Project Name: Price on Concrete Blocks

Date: January 30, 2020

Address:

To: Cash

City:

Contact:

Approximate Yardage

40

Fax:

Mix Name	Description	Mix Price
	2x2x6 Concrete Blocks	\$30.00
	2x2x3 1/2 Concrete Blocks	\$30.00
	Just a note our blocks lock on all 4 corners	

### Special Terms and Conditions

**Terms:** Payable by the 10th of the month following billing. Prices will be held firm thirty (30) days from bid date. Customer is to provide suitable access to point of delivery.

Saturday Delivery	\$0.00	per cubic yard (weather permitting)	Partial Load Charges
Overtime Delivery	\$0.00	per cubic yard after 4:00 p.m.	4 cu. yds. and less <input type="text" value="\$0.00"/>
Waiting Time	\$0.00	per hr. in excess of 6 minutes per cubic yard	
Winter Charges	\$0.00	per cubic yard November 1 to March 31	
Winter Charges	\$0.00	per cubic yard April 1 to April 30	
Environmental	\$0.00	per load	

Above prices do not include applicable city, county, State sales or use taxes. 1 1/2% per month interest (18% per annum) will be charged on any unpaid balances.

Seller shall provide materials indicated herein except that Seller shall be relieved from any obligations to perform at such time and allowed a reasonable time to perform due to material shortages, strikes, fires, inclement weather, labor shortages, acts of buyer or his agents, acts of God or any other cause beyond the control of the seller. Customer is responsible for all concrete testing and related costs.

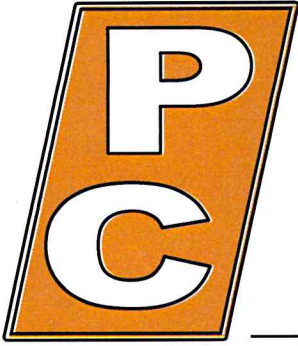
**WE RESERVE THE RIGHT TO MEET BONA-FIDE  
COMPETITIVE PRICES, TERMS OR POLICIES**

Thank you for this opportunity to quote the above project.

Quoted By: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT

N



# PETERS CONCRETE COMPANY

**Main Office / Plant**

1516 Atkinson Drive  
 Green Bay, WI 54303  
 Phone (920) 494-3700  
 Fax (920) 494-5475

**Marinette Plant**

1604 W. Cleveland Ave.  
 Marinette, WI 54143  
 Phone 1-800-735-1505  
 Fax (715) 732-9028

**Bonduel Plant**

N3601 State Highway 47  
 Bonduel, WI 54107  
 Phone (715) 758-2363  
 Fax (715) 758-6362

[www.petersconcrete.com](http://www.petersconcrete.com)

Ready Mixed Concrete • Excavation • Heavy & Highway • Sewer & Water • Crushing & Aggregates

Date 1/30/2020

To Andrew  
 Phone 414-727-6250  
 Fax [andrewl@hzattys.com](mailto:andrewl@hzattys.com)

From Jeff Peters "Whitey"  
 Phone (920) 494-3700  
 Fax (920) 494-5475

Job MANITOWOC

Project CONCRETE BLOCKS - DELIVERED & PICKED UP

### BLOCKS



62	Delivered to & Picked up 2'X2'X6' Concrete blocks use the blocks for 6 monts	<u>Each</u> <u>\$61.00</u>
----	---------------------------------------------------------------------------------	-------------------------------

### ADDITIONAL CHARGES



AUTHORIZED SIGNATURE \_\_\_\_\_

\*\*\*\*\* ALL ITEMS DELIEVERED PLUS TAX\*\*\*\*\*

EXHIBIT

0

## Amanda Gruber

---

**From:** Elizabeth Majerus <emajerus@manitowoc.org>  
**Sent:** Friday, January 31, 2020 1:28 PM  
**To:** Bryan Kroes  
**Subject:** RE: lakeshore mall barricade correspondance

Yes.

---

**From:** Bryan Kroes [mailto:bkroes@hzattys.com]  
**Sent:** Friday, January 31, 2020 1:27 PM  
**To:** Elizabeth Majerus  
**Subject:** RE: lakeshore mall barricade correspondance

Thank you. I have received a total of 22 e-mails – 20 in the last two e-mails designated as “Email 1 of 2” and “Email 2 of 2” and 2 in the e-mail time stamped 11:29a. Is that everything you have to send on this topic?

Thank you,

**Bryan T. Kroes**  
Attorney  
[bkroes@hzattys.com](mailto:bkroes@hzattys.com)



*NOTICE:* This e-mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is attorney client privileged and confidential. If you are not the intended recipient, any use, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this e-mail message in error, please immediately notify the sender by replying to this e-mail message or by calling Hurtado Zimmerman SC at the number identified below, then delete it. To ensure compliance with Internal Revenue Service (IRS) requirements, unless expressly stated otherwise, any U.S. federal tax advice in this e-mail or its attachments is not intended or written to be used, and cannot be used, by any person for 1) avoiding penalties imposed by the IRS, or 2) promoting, marketing or recommending to another person any tax-related matters herein. Thank you.

---

**From:** Elizabeth Majerus [mailto:emajerus@manitowoc.org]  
**Sent:** Friday, January 31, 2020 12:57 PM  
**To:** Bryan Kroes  
**Subject:** RE: lakeshore mall barricade correspondance

Bryan,

Please see attached. (Email 2 of 2)

Thanks,  
Liz

---

**From:** Bryan Kroes [mailto:bkroes@hzattys.com]  
**Sent:** Friday, January 31, 2020 11:44 AM

**To:** Elizabeth Majerus  
**Subject:** RE: lakeshore mall barricade correspondance

Liz,

These two e-mails came through and were able to be opened. Thank you. Can you please send these e-mails:  
Following that, starting on 10/12 and going through 11/9/18 are emails between Mr. Kesselman and DC Kadow coordinating a meeting between them. I then see a message that a meeting was scheduled for 11am on 11/13/18.

**Bryan T. Kroes**

Attorney  
[bkroes@hzattys.com](mailto:bkroes@hzattys.com)



1011 N. Mayfair Road | Suite 204  
Wauwatosa, WI 53226  
P: 414-727-6250

*NOTICE:* This e-mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is attorney client privileged and confidential. If you are not the intended recipient, any use, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this e-mail message in error, please immediately notify the sender by replying to this e-mail message or by calling Hurtado Zimmerman SC at the number identified below, then delete it. To ensure compliance with Internal Revenue Service (IRS) requirements, unless expressly stated otherwise, any U.S. federal tax advice in this e-mail or its attachments is not intended or written to be used, and cannot be used, by any person for 1) avoiding penalties imposed by the IRS, or 2) promoting, marketing or recommending to another person any tax-related matters herein. Thank you.

---

**From:** Elizabeth Majerus [mailto:emajerus@manitowoc.org]  
**Sent:** Friday, January 31, 2020 11:29 AM  
**To:** Bryan Kroes  
**Subject:** RE: lakeshore mall barricade correspondance

Bryan,

I've searched through the City email archives for references to "concrete," "barrier," "barricade," "jersey" (technical term for these is "jersey barrier") and "mall" in emails between City staff and Mr. Kesselman and this is all I located.

On 10/10/18 DC Kadow sent two letters to John Kesselman and Steve Elkind. See attached. Only one of the letters mentions the barricades. Following that, starting on 10/12 and going through 11/9/18 are emails between Mr. Kesselman and DC Kadow coordinating a meeting between them. I then see a message that a meeting was scheduled for 11am on 11/13/18.

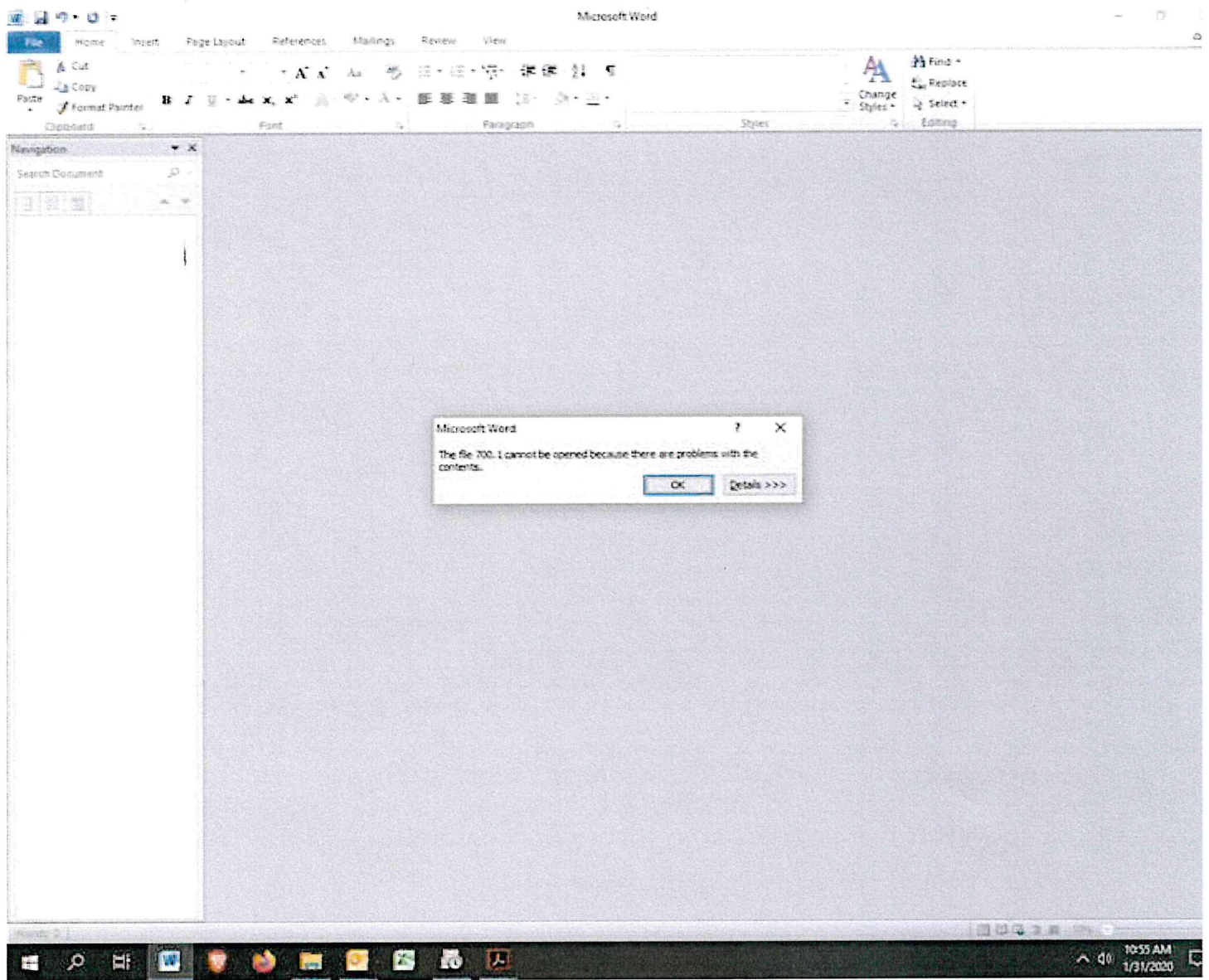
Please advise whether you continue having issues opening and if so, I may need to print, scan, and then send.

Thanks,  
Liz

---

**From:** Bryan Kroes [mailto:bkroes@hzattys.com]  
**Sent:** Friday, January 31, 2020 11:00 AM  
**To:** Elizabeth Majerus  
**Subject:** RE: lakeshore mall barricade correspondance

Liz,  
The e-mail itself opens, however, the Word document attached will not. I get the following error message:



Also, in the text of the e-mail dated 10/10/18, Mr. Kadow apologizes for the “many e-mails.” There were only two e-mails attached, the second of which appears to be a read receipt of the first. Please send all of the e-mails between Mr. Kadow and Mr. Kesselman/Dr. Elkind regarding concrete barrier placement.

Thank you,

**Bryan T. Kroes**  
Attorney  
[bkroes@hzattys.com](mailto:bkroes@hzattys.com)



1011 N. Mayfair Road | Suite 204  
Wausau, WI 53226  
P: 414-727-6250

*NOTICE:* This e-mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is attorney client privileged and confidential. If you are not the intended recipient, any use, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this e-mail message in error, please immediately notify the sender by replying to this e-mail message or by calling Hurtado Zimmerman SC at the number identified below, then delete it. To ensure compliance with Internal Revenue Service (IRS) requirements, unless expressly stated otherwise, any U.S. federal tax advice in this e-mail or its attachments is not intended or written to be used, and cannot be used, by any person for 1) avoiding penalties imposed by the IRS, or 2) promoting, marketing or recommending to another person any tax-related matters herein. Thank you.

**From:** Elizabeth Majerus [mailto:emajerus@manitowoc.org]  
**Sent:** Friday, January 31, 2020 10:20 AM  
**To:** Bryan Kroes  
**Subject:** lakeshore mall barricade correspondance

Bryan,

Attached is the email with letter attachment regarding barrier placement as well as a read receipt from Mr. Kesselman for same. Please confirm that you're able to open these attachments.

Thanks for your patience,  
Liz



**Elizabeth Majerus**  
Manitowoc Assistant City Attorney  
900 Quay St., Manitowoc, WI 54220  
(920) 686-6990 | [emajerus@manitowoc.org](mailto:emajerus@manitowoc.org)

**Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

**Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



## Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).