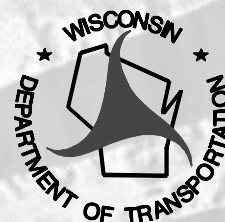




**“Nothing astonishes men so much as  
common sense and plain dealing.”**

Ralph Waldo Emerson



## More about Trans 138-139 rule change

*Plain Dealing*, Volume 14, Issue 1, Special Edition, gave an overview of recent changes to Chapters Trans 138 and 139, Wisconsin Administrative Code. That issue is available online at [www.dot.wisconsin.gov/business/dealers/plain-dealing.htm](http://www.dot.wisconsin.gov/business/dealers/plain-dealing.htm). The article below answers dealers’ frequently-asked questions about the rule change.

### **Can my dealership use a new car for customer and salesperson test drives and still sell it as new?**

**DOT:** Yes, within limits. A change at Trans 139.02(11) says a vehicle may be sold and disclosed as “new” if it is an untitled or non-privately titled motor vehicle of the stated model year which has not been a demonstrator and has not been operated more than 200 miles for purposes other than manufacturer tests, pre-delivery tests by a dealer, dealer exchange or delivery.” That means a new car may have up to 200 miles on it for test drives *in addition to* miles accrued for necessary manufacturer and dealer pre-delivery tests, dealer exchanges, and delivery to the purchaser.

### **Our dealership does not maintain a demonstrator fleet of vehicles—many of our new vehicles have more than 200 miles on them from test drives. Do we have to sell them as used vehicles?**

**DOT:** Yes. Under Wisconsin law, dealers are required to use “demonstrator” vehicles for any *extensive* test driving by customers or dealership staff. Any new vehicle that accrues more than 200 miles for any purpose other than pre-sale inspection, dealer exchange or delivery must be sold as a demonstrator vehicle displaying a Wisconsin Buyers Guide, rather than as a new vehicle. Demonstrators generally still qualify for new vehicle financing and retain their lemon law protection.

### **Do test drive miles accrued at a previous dealership in a dealer-to-dealer vehicle trade situation count toward the 200 mile limit?**

**DOT:** In many cases, yes. If the vehicle is traded from a Wisconsin dealership, the selling dealer must include, in the total 200 miles, any mileage from test drives at the previous dealership when determining if the vehicle can be sold as new. However, for vehicles traded to a Wisconsin dealer from an out-of-state dealership, the selling dealer

*Continued on page 2*

#### Inside this issue:

Dealer alert	2
When a lease is a sale	3
Disclose warranties carefully	4
Advertising alert	4
Vehicle brokers require a license	5
Paperwork pointers	6
DOT criminal enforcement actions	7
DOT administrative enforcement actions	8

*Plain Dealing* is published quarterly by the Wisconsin Department of Transportation, Division of Motor Vehicles, Bureau of Vehicle Services, Dealer Section.

Beverly Larson, Administrator  
Jane Zarada, Director  
Chuck Supple, Section Chief

*We welcome your questions and comments.  
Contact Cat Skaar, editor, Plain Dealing, DOT Dealer Section, P.O. Box 7909, Madison, WI 53707-7909, (608) 266-1425; fax (608) 267-0323; email: [dealers.dmv@dot.state.wi.us](mailto:dealers.dmv@dot.state.wi.us).*

## More about Trans 138 & 139 *Continued from page 1*

is not responsible for determining whether miles accrued at the out-of-state dealership were for purposes allowed under Wisconsin law.

### **Does my dealership have to keep a log of test drives to show that mileage on new vehicles is for allowed purposes?**

**DOT:** No. Dealers are not required to keep a log of how new car miles are accrued, but should be prepared to explain mileage on a vehicle in the event DOT is called upon to address a consumer complaint about new car mileage that exceeds the mileage limit.

### **Do miles accrued when driving a new vehicle to an off-site display or RV show count toward the 200 mile limit for test drives and other purposes?**

**DOT:** Yes. If a new vehicle will be driven more than 200 mile for *any* purpose other than dealer exchange, pre-delivery tests or inspection, it may not be sold as a new vehicle.

### **Does my dealership have to provide an estimate of mileage at delivery for order-out new vehicles as**

### **well as for new vehicles located at another dealership?**

**DOT:** Yes. The rule change created a requirement that dealers include on the purchase contract a written estimate of mileage on *any* new vehicle that is not on the dealer's lot—locate vehicles and factory order-outs. Dealers and purchasers can negotiate regarding how far the dealer should search for an order-out vehicle and how many miles the purchaser is willing to have on the new car when it is delivered. If the new car arrives with more than the estimated mileage, the consumer may cancel the contract without penalty.

### **Is my dealership required to use revised forms as a result of the rule change?**

**DOT:** Yes. The rule change resulted in changes to Motor Vehicle Purchase Contracts for new and used automobiles and trucks and changes to Motor Vehicle Consignment Agreements. Revised forms are available from dealership forms vendors. Dealers were required to begin using the revised forms by March 1, 2004.

## Dealer alert

### **DMV information is for processing use only**

*Reprinted from the DMV Bureau of Vehicle Services publication, Partners in Processing, Number 23, 3rd quarter 2003. This article addresses APPS dealerships that process titles and registration as agents of DMV.*

DMV information such as names, addresses or vehicle information that is obtained through your processing system, must only be used in conjunction with electronically processing title and registration transactions. Personal inquiries for you, friends, family, coworkers or for marketing purposes are prohibited.

When an inquiry is performed, your vendor records the logon ID that requested the transaction. If inquiry misuse is suspected, the individual who performed the inquiry will be identified by their logon ID. (This is another reason why you should never share your logon ID and password with others.)

The misuse of DMV information is an agent contract violation that will jeopardize your participation in APPS. In addition, improperly using DMV information could result in substantial legal ramifications for you and your employer. The federal Drivers Privacy Protection Act (DPPA) provides penalties for unauthorized use or disclosure of names, addresses and other personal identifiers.

Recently, in New York, the first civil case was brought under the DPPA. A former police officer and the officer's New York municipality employer agreed to pay \$325,000 to resolve a complaint that arose after the officer improperly provided motor vehicle records to a private investigator. The judge presiding over the case wrote in the decision that by imposing liability upon employers, they will have incentive to adopt appropriate policies and procedures to prevent the misuse of motor vehicle records, thereby furthering the DPPA's goals of protecting individuals' personal information found in motor vehicle records.

To properly obtain information about a Wisconsin vehicle record, a requestor must complete a Vehicle/Driver Record Information Request Form MV2896 and mail it to DMV. DMV will not provide record information unless one of the specific reasons listed on the form apply. All record requests must be accompanied by a \$5 fee per record. The MV2896 and other DMV forms are available from the DOT Web site at <http://www.dot.wisconsin.gov/drivers/vehicles/veh-forms.htm>.

Please spread the word to your co-workers regarding improper use of DMV information and the consequences of misuse.

## When a lease is a sale

The Department of Financial Institutions (DFI) and the Department of Transportation (DOT) met recently to compare notes on dealer transactions involving new vehicle leases with extremely low residual vehicle values—some as low as \$1. DOT and DFI determined that these transactions are new vehicle sales masquerading as lease transactions. These false lease transactions violate consumer credit laws. They also violate vehicle franchise laws when transacted by dealers who do not hold a franchise for that make.

Some dealers have been using lease agreements to document these transactions, disclosing that the vehicle can be purchased for \$1 at lease end, and showing a residual vehicle value of \$1 under the “Option to Purchase” section of the agreements. However, since these transactions are actually consumer credit sales under s. 421.301(9), they should be documented on a retail installment contract, never a lease agreement.

According to DFI, a “lease” is actually a “sale” under the definition in s. 421.301(9), Wisconsin Statutes, anytime a lessee pays or agrees to pay as compensation for the use of the goods, a sum substantially equivalent to the aggregate value of the goods and it is agreed that the lessee will become, or for no other than a nominal consideration has the option to become, the owner of the

goods upon full compliance with the terms of the agreement. The extremely low residual value of these vehicles is a “nominal consideration” for exercising the option to purchase. Therefore, the transaction is a consumer credit sale, subject to all relevant laws.



Non-franchised dealers who disguise vehicle sales as low-residual-value leases, violate the prohibition against non-franchised sales of new vehicles [s. 218.0116(1)(n), Wis. Statutes] and could be subject to license denial, suspension, or revocation.

Possible penalties for selling a vehicle under the guise of a lease include a forfeiture of up to \$500 per transaction under s. 218.0161, Wisconsin Statutes, or twice the amount of the finance charge for the transaction (up to \$1,000) or the consumer’s actual damages, including incidental and consequential damages for violating s. 425.304, Wisconsin Statutes.

DOT and DFI urge all dealers to review their leasing and selling practices to ensure they comply with the laws discussed above. For information, contact Nancy Passehl, 264-9538, [nancy.passehl@dot.state.wi.us](mailto:nancy.passehl@dot.state.wi.us) (Reporter: Nancy Passehl, Policy Analyst, Financial Specialist, Dealer Section)

### Unauthorized buyers at virtual auctions

DOT has discovered some dealerships are allowing customers to join them in viewing online wholesale vehicle auction Websites for the purpose of selecting their own car. Only authorized bidders (licensed dealership employees) may participate in wholesale auctions—online or in person. Dealers may not legally view a wholesale auction website with a customer in tow for the purpose of finding the customer a vehicle.

### City of Sheboygan municipal wheel tax amended

The Spring/Summer 2003 edition of *Plain Dealing* announced that the City of Sheboygan wheel tax would be decreasing. However, Sheboygan subsequently voted on a change to the schedule. The City of Sheboygan municipal wheel tax will remain \$6.00 until it is phased out entirely on January 1, 2007.

### Privacy for prior owner

Due to recent changes in privacy laws, some dealers have been reluctant to show prior vehicle owner name and address to prospective purchasers. However, Trans 139.04(6)(a)2 requires a dealer to give the name and address of the prior owner to a prospective purchaser on request. Also, Trans 154 requires a dealer to show a prospective purchaser the vehicle title, which includes prior owner name and address. Dealers do not violate privacy laws by complying with these state requirements. However, dealers should provide the information to prospective purchasers only and should limit the information to name and address as shown on the title.

## Disclose product warranties carefully

Over the years, dealerships have sold certain engine additives reputed to improve vehicle performance or durability and have marketed those additives as warranties on a vehicle. These engine additives carry a “product warranty,” but are not “vehicle warranties” or “service agreements.” Avoid warranty misrepresentation complaints by clearly disclosing these product warranties on the purchase contract so the purchaser understands they have not purchased a vehicle warranty or service agreement.

Disclose engine-additive product warranties in the following manner:

1. On the Motor Vehicle Purchase Contract, in the warranty section, check the appropriate box regarding any existing manufacturer warranty on the vehicle. Do not disclose the vehicle additive product warranty as a manufacturer warranty.
2. Under “Dealer Warranty Information,” check “As Is.” Leave box 7 and 8 “Service Contract Information” blank unless the dealership is offering some kind of warranty or service agreement (other than the engine additive product warranty). Do not



disclose the engine additive product warranty as a dealer warranty.

3. On the purchase contract, under “Other Conditions of Sale,” write in “Purchase of {INSERT BRAND NAME} product warranty, not a warranty or service contract on this vehicle.”

4. In the price calculation, use line “1d” “Other” to show the product warranty name and price.

5. Also, keep in mind that any vehicle warranty or service agreement administered by a third party is a form of insurance (Chapter Ins 5.01, Wisconsin Administrative Code.) Therefore, the administrator of any vehicle warranty or service agreement must be registered with the Office of the Commissioner of Insurance (OCI). A list of registered insurers can be found on the OCI Website at <http://ociaccess.oci.state.wi.us/DirInsurers/DirInsurers.oci>.

For more information, call the Dealer Section hotline at (608) 266-1425. (Daniel Young, Consumer Specialist, Reporter)

## Advertising alert

### Hang tag disclaimer won’t “cut it” with DOT

One Wisconsin dealership recently found itself delivering a Chevy Trailblazer at a lower price than it hoped when it was required to honor a hang tag price it argued was in error. The dealer had added a disclaimer to the hanging price tag that read, “Dealer reserves the right to correct errors up until purchase contract is signed.” A customer selected a 2004 Chevy Trailblazer with a hang tag price of \$29,965. Before contract signing, the dealer told the purchaser that the price was wrong and attempted to charge an additional \$5,000 for the vehicle.

DOT required the dealership to deliver the vehicle at the advertised (hang tag) price and advised them to remove the inappropriate disclaimer from their hang tags.

Selling a vehicle at other than the advertised price is misleading advertising under Trans 139.03, WI Administrative Code. The consequences of advertising an incorrect price often include delivering the vehicle at the advertised price—despite any error. Dealers cannot disclaim their obligation to honor an advertised price.

### Get your Plain Dealing by e-mail

Get your copy of *Plain Dealing* faster by joining our e-mail distribution list! Just send a note to the editor at [cathy.skaar@dot.state.wi.us](mailto:cathy.skaar@dot.state.wi.us) to have your name added to the list. You’ll still receive your hard copy by US Mail sometime after your e-mail copy arrives.

# Vehicle brokers require a dealer license

DOT receives several inquiries each year from prospective businesses wishing to provide a range of services assisting car buyers in completing some or all of their car-buying transaction. Services may range from providing a simple vehicle listing service, to locating a vehicle and negotiating price on behalf of the customer. DOT's brokering specialist reviews the plans these prospective businesses submit and determines whether their services require a Wisconsin dealer license.

Some states issue a special "broker license" for businesses that work as intermediaries in the vehicle transaction but don't meet the standard definition of a "brick and mortar" dealership. Wisconsin, however, does not issue a broker license. Any business engaged in the sale of motor vehicles is required to hold a dealer license. Only businesses offering certain auxiliary services and receiving compensation unrelated to the sale of a vehicle qualify to do business without a dealer license. So, whether a business calls itself a "vehicle broker" or not is unimportant. The nature of services the business provides determines whether the business is subject to Wisconsin dealer licensing laws.

In Wisconsin, the definition of a "dealer" includes not only people who buy and sell vehicles, but also those who offer or "negotiate" vehicles sales. It also includes businesses that sell vehicles they do not own on behalf of others. Since brokers generally buy and sell vehicles on behalf of others, they meet the dealer definition and require a standard retail dealer license.

A business may need a dealer license even if it does not negotiate vehicles sales. Certain advertising or marketing services require a dealer license, because they provide

the service for a commission based on actual vehicle sales, rather than for a flat fee. Likewise, a business that finds potential buyers for dealers or lists vehicles for sale by dealers and receives a commission based on vehicle sales is considered a dealer even if the business never owns the vehicles offered for sale. However, DOT does not require a dealer license for advertising agencies, newspapers, or other businesses that charge a flat fee to list vehicles for sale by dealers or private citizens. "Flat fee" means a fee that does not depend on whether the vehicles are actually sold.

Since brokers are generally unable or unwilling to meet dealer license requirements, such as providing dealership facilities, display areas and franchises for new car sales, few of them choose to operate in this state. Wisconsin's clear definition of a dealer and uniformly-enforced facility requirements have encouraged some large national and international brokering firms to work with DOT to tailor their business plans to Wisconsin law. By providing only listing and advertising services that do not constitute a vehicle sale or result in commission based on a sale, these firms have found a way to provide services in Wisconsin without needing a dealer license.

DOT encourages businesses or individuals who are unsure if their planned business will require a Wisconsin dealer license to submit a written proposal or business plan to DOT Dealer Section for review. DOT will review the proposal and provide dealer license application materials or suggestions for program modifications that would eliminate the need for a dealer license. (*Reporter: Nancy Passehl, Policy Analyst, Financial Specialist, Dealer Section*)

## Proper handling of junk titles

When notifying WisDOT that a vehicle has been junked, please do the following:

1. Mark the title "junk," or complete an MV2459 Junked Vehicle Bill Of Sale, or provide other supporting documentation.
2. Keep like documents together. Sort Wisconsin titles marked "junk," out-of-state titles, MV2459 Junked Vehicle Bills of Sale, and other supporting documents into different groups before mailing.
3. Do not attach lien releases or other papers to the titles; processors just pull them off and discard them. Keep them for the dealership files.
4. Make sure each title is clearly marked "JUNK".
5. Do not fold the titles.
6. Send junk titles and documentation to: *Attn Junk Titles; Division Of Motor Vehicles; PO BOX 7911, Madison, WI 53707-7911*

## Paperwork pointers

✓ **Okay to send copy of driver license to lender**—In order to comply with anti-terrorism laws, many banks now ask dealers to submit a copy of the borrower's driver license along with financing documents. Dealers are allowed to copy driver licenses for valid business purposes, including sending them to the financing bank upon request.

✓ **No temporary plate fee for dealership customers**—Some dealers have been mistakenly collecting \$3.00 for a temporary plate when selling a vehicle to a Wisconsin resident. DOT then has to issue a refund—a costly administrative process. There is no charge for the temporary plate issued to a Wisconsin resident who buys a vehicle from your dealership—just charge the regular registration fee. (Out-of-state buyers pay the \$3 temporary plate fee.) Dealers issuing temporary plates to walk-in customers, who didn't buy the vehicle at the dealership, should charge \$3 for the plate, plus the \$5 assistance fee.

✓ **Processing times online**—Did you know that you can save your dealership a phone call by looking online next time you're estimating DOT processing time for your customer's title and plates? DOT posts the date of applications currently being processed and the projected processing time on the DOT Website at [www.dot.wisconsin.gov/drivers/vehicles/status.htm](http://www.dot.wisconsin.gov/drivers/vehicles/status.htm)

✓ **Back to basics**—In recent months, investigators have encountered several dealerships that were not maintaining a vehicle logbook. Every licensed dealer

must maintain a logbook—either hard copy or electronic—that meets requirements under Trans 138.04, WI Administrative Code. If you are unclear about how to properly maintain your dealership logbook, contact your area field investigator for instructions.

✓ **MVPC required for cycle sales**—Recently, some cycle dealers have been discovered to be transacting sales using only a bill of sale. Be advised that motorcycle dealers are not exempt from the requirement to use a Motor Vehicle Purchase Contract to document all vehicle sales.

✓ **Don't overuse the reassignment form**—Dealers use the MV2115 Reassignment Form only when reassigning an MSO with all reassignment areas full, or when reassigning a non-conforming title (issued before 1990). All other uses of the form are inappropriate. Dealers may purchase the MV2115 from their usual form vendors. Most dealerships need only a small supply, since the form is rarely used.

✓ **Confirm secured party numbers**—Check with your financial institution partners to ensure your dealership has the most up-to-date secured party numbers for them. Some institutions have centralized their record keeping and have discontinued using some secured party numbers.

✓ **Leased vehicle plate stays with lessee**—Some dealers have been leaving registration plates on lease turn-in vehicles. The lessor then sends a plate cancellation notice to DMV. However, the plate belongs to the lessee and should be sent home with them after the leased vehicle is turned in, in case the lessee wants to transfer their registration to their next vehicle.

## DNR storm water violation enforcement actions

*The following list of citations issued to WI salvage dealers in recent years is published as a courtesy to the Department of Natural Resources. DOT assumes no responsibility for accuracy of listed entries. Please contact **Eric Rortvedt, DNR Storm Water Coordinator (608)264-6273** regarding the DNR enforcement action list.*

**Chase Salvage**, Monroe County—Failure do the following: apply for a storm water discharge permit; submit required storm water information; prepare a storm water pollution prevention plan.

**Coulee Auto Salvage**, La Crosse County—Failure to prepare storm water pollution prevention plan; failure to submit required storm water information

**Country Recycling, Clark County**—Failure to submit storm water pollution prevention plan; Failure to submit required storm water information

**Dunn's Repair Service**, Monroe County—Failure to

prepare storm water pollution prevention plan.

**KK Auto Salvage (South)**, Milwaukee County—Failure to submit a storm water pollution prevention plan.

**Neillsville Wrecking Yard**, Clark County—Failure to prepare storm water pollution prevention plan.

**Olson Wrecking**, Trempealeau County—Failure to prepare a storm water pollution prevention plan.

**Sampson Auto Salvage**, Chippewa County—Failure to apply for a storm water discharge permit.

**Swistaw Auto Salvage**, Juneau County—Failure to submit required storm water information.

## DOT criminal actions and citations

**Anderson, Robert**, Brantwood—Pled no contest to one charge of acting as a dealer without a license and fined \$705. Anderson owns Brantwood Auto Salvage.

**Ashley Motors**, Kenosha—Default judgment issued for one count of misusing dealer plate.

**Augustyniak, Roman**, Kaukauna—Augustyniak, former owner of Roman's Auto Sales, pled no contest to one count of altering a manufacturer's identification number, a class A misdemeanor. Ordered to pay \$1,325 in fines and time served.

**Baxter, Tim**, Shell Lake—Charges issued for acting as a motor vehicle dealer without a license. Baxter had over 1,500 junked vehicles on his property.

**Cosgrove, Neil**, Somerset—Six citations issued for failing to apply for title, one citation for acting as a dealer without a license.

**Crosby, Robert J**, Milwaukee—Sentenced to 2 years in prison, 2 years probation and \$1,945 restitution for issuing worthless checks to two Milwaukee dealers. Crosby bought two vehicles from one dealer with worthless checks and immediately traded them to another dealer.

**Gasson, Jeff**, Stoughton—Owner of Stoughton Collision was issued one citation for failing to obtain title.

**Geise, Jason**, Oconto—One charge issued for acting as a dealer without a license.

**Hendrickson, Matthew and Patricia**, Holmen—One count of selling encumbered property related to an unlicensed dealer investigation. Hendricksons settled out-of-court by reimbursing the dealer.

**Kamrowski, Dennis**, Arcadia—Pled guilty and fined \$750 for acting as a dealer without a license.

**Kazee, Terry**, Milwaukee—Citation issued for one count of failure to transfer title related to an unlicensed dealer activity.

**Kosmatka, John**, Milwaukee—Arrested for non-compliance with sentencing requirements for repeated violations of acting as a dealer without a license. Kosmatka will be serving 50 days in the county jail.

**Kressel, Gene**, Schofield—Citation for one count of failing to transfer title related to an unlicensed dealer investigation.

**Maidment, Martin**, New Auburn—Citation for acting as a motor vehicle dealer without a license.

**Marini, Dan**, Mindoro—Citation for acting as a salvage dealer without a license.

**Moore, David**, Superior—Former owner of Moore's Auto Sales was charged with one count of failure to transfer title. Pled no contest and fined \$138.

**PC Auto, DBA Onalaska Auto Sales**, Onalaska—Two citations for failure to transfer title within 7 business days. Pled no contest and fined \$362.

**Petterson, Roger**, Granstburg—15 citations for failure to apply for transfer of title and one citation for acting as an unlicensed salvage dealer.

**River City Motors**, Wisconsin Rapids/Plover/Stevens Point—Christopher Brooks and Tammy Pukrop pled guilty to 3 felony counts of theft by bailee. They were sentenced to 15 years probation, 4 months in the county jail and restitution of over \$132,000.

**Saltzburg, Mary Ann**, South Beloit, IL—Citation for misrepresenting an odometer statement when selling to a Wisconsin dealer.

**Sarvino, Ricard**, Sparta—3 citations for failing to apply for title.

**Styer, Travis**, Colfax—One citation for acting as a dealer without a license. Pled no contest and fined \$292.60.

**Tracy, Jarad**, La Crosse—Former salesperson charged with one count of failing to transfer title with intent to defraud.

**Traxx Auto, Beloit**—Citations issued for failing to transfer title within 7 business days and selling a vehicle without possession of an ownership document. Pled no contest and fined \$326.

**Vandeburgt, Jeffrey**, Kaukauna—pled guilty in Outagamie County Court to one count of altering identity marks on manufacturer's property. Fined \$705 and time served.

**Wausau Motorsports**, Wausau—One citation issued for dealer failing to transfer title within 7 business days.

**Wocelka, William**, Menasha—Pled no contest to one citation for failure to provide an odometer disclosure. Fined \$181.

# DOT administrative enforcement actions

**Andrew Chevrolet, Inc.**, Glendale—Special Order for non-compliance with a provision of APPS 3<sup>rd</sup> party vendor written agreement regarding use of DMV data.

**Ben Stroups Country Motors**, Fort Atkinson—Special Order for failing to submit title applications within 7 business days, failing to have title available for sale, and several other paperwork violations.

**Bob Fish Pontiac, Buick, GMC, Truck, Inc**, West Bend—Special Order for selling or offering to sell new vehicles without a franchise.

**Covelli, Achille**, Kenosha—Representative license suspended 1/1/04—3/20/04, for selling vehicles at retail without a dealer license.

**Crossroads Auto Sales**, New Lisbon—Special Order and Order Suspending License 12/24/03—12/27/03, for making false statements on an application for title.

**Customs Unlimited**, Cudahy—License suspended 9/29/03—9/29/03, for allowing individual to use personal funds and Customs Unlimited dealer license to buy and sell vehicles.

**Euhardys Inc.**, New London—License suspended 8/11/03—8/17/03, for failing to properly disclose odometer reading at time of transfer and for failing to maintain required records.

**M&M's Auto Center**, Minocqua—Special Order for allowing individual to use personal funds and M&M's dealer license to buy and sell vehicles, and failing to keep a log book and records.

**Midwest Auto Sales**, Holmen—Special Order for making a false statement on a title application.

**Mrs. P's Galaxy Motors**, Milwaukee—License

suspended 10/13/03 to 10/19/03, for failing to do the following: display Wisconsin Buyers Guides; possess titles or other evidence of ownership; allow access to records; submit title applications within 7 business days; secure and maintain a license with the Division of Banking; properly maintain temporary plate logbook; properly issue temporary plates.

**Siler, Alex**, Green Bay—Special Order against salesperson license for facilitating sale of motor vehicles by unlicensed dealers.

**Webster Auto Sales**, Webster—Special Order for altering a title to conceal a salvage brand.

**Yanko, Michael**, Glendale—Salesperson license suspended 10/20/03—11/19/03, and Special Order for non-compliance with a provision of APPS 3<sup>rd</sup> party vendor written agreement regarding use of DMV data.

See pages 6-7 for DOT criminal enforcement actions and DNR storm water violations (new this issue)

**Color tip**—Reduce titling delays by using the DMV-approved color list to complete MV11 applications for title. The following list shows color names and acceptable abbreviations.

Amethyst (AME)	Copper (CPR)	Multicolor (MUL)
Beige (BGE)	Cream/Ivory (CRM)	Orange (ONG)
Black (BLK)	Gold (GLD)	Pink (PNK)
Blue (BLU)	Gray (GRY)	Purple (PLE)
Blue Dark (DBL)	Green (GRN)	Red (RED)
Blue Light (LBL)	Green Dark (DGR)	Silver or
Bronze (BRZ)	Green Light (LGR)	Aluminum (SIL)
Brown (BRO)	Lavender (LAV)	Tan (TAN)
Camouflage (CAM)	Maroon/Burgundy	Taupe (TPE)
Chrome/stainless	(MAR)	Turquoise (TRQ)
steel (COM)	Mauve (MVE)	White (WHI)
		Yellow (YEL)

Wis. Dept. of Transportation  
 Dealer Section  
 P.O. Box 7909, Room 806  
 Madison, WI 53707-7909

PRSR STD  
 US POSTAGE  
 PAID  
 MADISON WI