ATTACHMENTS

CITY OF SHEBOYGAN

TWELFTH REGULAR COMMON COUNCIL MEETING

Monday, September 17, 2018

ALDERPERSONS PRESENT:
Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:
Markus Savaglio and Rosemarie Trester - 2.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.4 PRESENTATION - RCS Ambassador Program - CANCELED

1.5 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke

1.6 MAYOR'S APPOINTMENTS - Paul Aparicio and CJ Grace to the Mayor's Neighborhood Leadership Cabinet - LAYS OVER

1.7 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

1.8 ELECTION OF BOARD OF WATERWORKS COMMISSIONER

Motion by Todd Wolf, second by Mary Lynne Donohue to nominate Mark Smith to the position of Board of Waterworks Commissioner.
There were no other nominations, motion by Todd Wolf, second by Mary Lynne Donohue to close nominations and direct the City Clerk to cast a unanimous ballot for Mark Smith for Board of Waterworks Commissioner, all ayes.

2. CONSENT AGENDA

2.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.2 R. O. No. 115-18-19 by Board of Water Commissioners transmitting the approved 2019 Budget for the Sheboygan Water Utility. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.3 Res. No. 97-18-19 by Alderperson Rindfleisch directing a public hearing to be held in connection with a change of the City's Official Zoning Map for property located at 3411 Lakeshore Road. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.4 R. C. No. 129-18-19 by Finance and Personnel Committee to whom was referred Com. No. 1-18-19 presented to the Common Council by Alderperson Bohren submitting a communication from Gary Tauferner regarding an upgrade to Cable Channel 990; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.5 R. C. No. 130-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 82-18-19 by the City Clerk, submitting various license applications; recommends denying Beverage Operator License application #2334 (Wesley S. Melton) based upon his record of violations related to the licensed activity and his history as a repeat law offender. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.6 R. C. No. 131-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 113-18-19 by the City Clerk submitting various license applications; recommends granting the applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.7 R. C. No. 132-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 114-18-19 by the City Administrator submitting the City of Sheboygan 2018 Long Term Financial Plan; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.8 R. O. No. 120-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

3. REPORTS OF OFFICERS

3.1 R. O. No. 117-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 15-18-19 by Alderperson Sorenson amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive plan to change the Land Use Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential; recommends to approve the Substitute Ordinance which conditions the comprehensive plan amendment upon the purchase and sale of 1436 South 15th Street on or before December 31, 2019. LAYS OVER

3.2 R. O. No. 116-18-19 by City Plan Commission to whom was referred R. O. No. 108-18-19 by City Clerk and Gen. Ord. No. 16-18-19 by Alderperson Sorenson amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12); recommends to accept and file the R. O. and approve the Substitute Ordinance which conditions the zoning amendment upon the purchase and sale of the 1436 South 15th Street on or before December 31, 2019. LAYS OVER

3.3 R. O. No. 118-18-19 by City Clerk submitting an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI). REFER TO CITY PLAN COMMISSION

3.4 R. O. No. 119-18-19 by City Clerk submitting a communication from Bryan Goodteacher requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 99-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (K-9 Fund, Fire equipment, Sale of metal). REFER TO FINANCE AND PERSONNEL COMMITTEE

4.2 Res. No. 98-18-19 by Alderpersons Rindfleisch and Bohren providing for the sale of approximately $5,100,000 General Obligation Refunding Bonds and approximately $3,650,000 General Obligation Refunding Bonds. REFER TO FINANCE AND PERSONNEL COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 133-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 109-18-19 by City Clerk submitting a communication from Rohde Dales asking for the City to consider extending the financial deadlines of the Armory Community Project; recommends to file the document and approve the Resolution granting the request (Res. No. 96-18-19). ACCEPT AND FILE AND PASS RESOLUTION

MOTION TO ACCEPT AND FILE AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.
Nay: Jim Bohren - 1.

5.2 R. C. No. 134-18-19 by Finance and Personnel Committee to whom was referred Res. No. 89-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (CDGB); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.3 R. C. No. 135-18-19 by Finance and Personnel Committee to whom was referred Res. No. 90-18-19 by Alderpersons Rindfleisch and Bohren adopting certain changes to the City's Medical Benefit Plan and Dental benefit Plan effective for calendar year 2019 coverage and establishing the monthly premium equivalent rates effective for January 2019 coverage and thereafter; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.4 R. C. No. 136-18-19 by Finance and Personnel Committee to whom was referred Res. No. 91-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (fire suppression tools); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.5 R. C. No. 137-18-19 by Public Works Committee to whom was referred Res. No. 92-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into a five-year agreement for the provision of professional management services and operation of the Harbor Centre Marina; recommends approving the Resolution and attached contract. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.6 R. C. No. 138-18-19 by Public Works Committee to whom was referred Res. No. 93-18-19 by Alderperson Wolf extending the special charge for residential garbage and refuse disposal services provided by the City; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Ryan Sorenson to accept and adopt and pass Resolution.
Before action was taken, motion by Jim Bohren, second by Ron Rindfleisch to amend Resolution so as to add a paragraph to be placed between the paragraphs that begin "Now, Therefore Be It Resolved..." and "Be It Further Resolved..." to read as follows: "BE IT FURTHER RESOLVED: That the Common Council shall review the special charge every two years, with the first review to take place no later than December 31, 2020"
Final Resolution: Motion Fails
Aye: Todd Wolf, Jim Bohren, Ron Rindfleisch, Trey Mitchell - 4.
Nay: Mary Lynne Donohue, Ryan Sorenson, Dean Dekker, Rose Phillips - 4.
Mayor votes Nay.
Motion by Todd Wolf, second by Ryan Sorenson to accept and adopt and pass Resolution.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.7 R. C. No. 139-18-19 by Finance and Personnel Committee to whom was referred Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends passing the Resolution with an amendment. REFER TO COMMITTEE OF THE WHOLE

5.8 R. C. No. 140-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends passing the Resolution. REFER TO COMMITTEE OF THE WHOLE

5.9 R. C. No. 141-18-19 by Public Works Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends passing the Resolution. REFER TO COMMITTEE OF THE WHOLE

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 17-18-19 by Alderperson Rindfleisch amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification. REFER TO CITY PLAN COMMISSION

6.2 Gen. Ord. No. 18-18-19 by Alderperson Wolf amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service changes. REFER TO PUBLIC WORKS COMMITTEE

7. MATTERS LAID OVER

7.1 Res. No. 88-18-19 by Alderpersons Donohue and Wolf officially recognizing the Historic Grant Neighborhood Association. PASS RESOLUTION

MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

8.1 R. O. No. 121-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8.2 Res. No. 100-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (AARP). REFER TO FINANCE AND PERSONNEL COMMITTEE

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN at 6:26 p.m.
Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, September 18, 2018

City of Sheboygan
spirit on the lake.

September 24, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

Name	Appointed	Expires
Bryan Mohoric (King Park Neighborhood Primary)	10/1/18	04/15/19
Andrea Mace (King Park Neighborhood Alternate)	10/1/18	04/15/19
Jean Grade (Vollrath Park/North Point Neighborhood Primary)	10/1/18	04/15/19
Beth Counard (Vollrath Park/North Point Neighborhood Alternate)	10/1/18	04/15/19

Michael J. Vandersteen

MICHAEL J. VANDERSTEEN, MAYOR

Rays0702

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

1.6

City of Sheboygan
spirit on the lake.

September 10, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

Name	Appointed	Expires
Paul Aparicio (Historic Grant Neighborhood Primary)	09/17/18	04/15/19
CJ Grace (Historic Grant Neighborhood Alternate)	09/17/18	04/15/19

Michael J. VanDersteen

MICHAEL J. VANDERSTEEN, MAYOR

Pay over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

Hearing No. - 18 - 19. October 1, 2018.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan in order to change the Land Use Classification of the following described property from Class Employment to Class Multi-Family Residential Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391):

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

All interested persons will now be heard.

Publish - September 14 and 21, 2018.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 1, 2018, in the County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Employment to Class Multi-Family Residential.

Property located at 1436 South 15th Street (Parcel No. 59281513391):

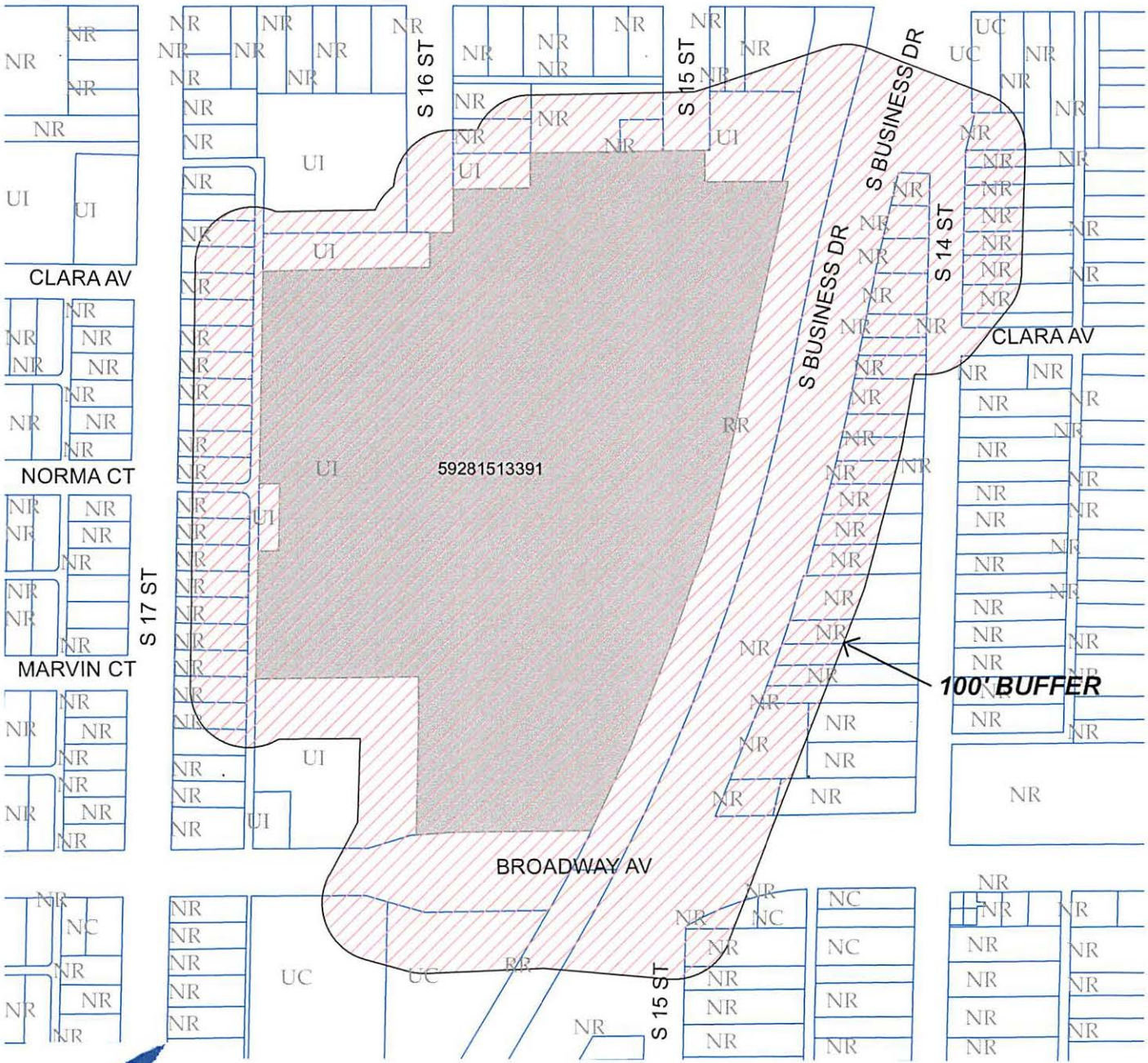
SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

MEREDITH DEBRUIN
City Clerk

PROPOSED COMPREHENSIVE PLAN AMENDMENT
FROM EMPLOYMENT TO MULTI-FAMILY RESIDENTIAL

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 21, 2018

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City's Future Land Use Map of the Sheboygan Comprehensive Plan at 6:00 P.M., October 1, 2018, in the County Board Chambers of the Sheboygan County Courthouse. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Employment to Class Multi-Family Residential:

Property located at 1436 South 15th Street (Parcel No. 59281513391):

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

THOMAS AND CHRISTINE BERG
1421 S 16TH STREET
SHEBOYGAN, WI 53081

MARLIN AND BEATRIZ SMITH
1415 S 16TH STREET
SHEBOYGAN, WI 53081

SHEBOYGAN STONE AND BOULDER LLC
3823 ENTERPRISE DR
SHEBOYGAN, WI 53083

JOAN SCOBBA
1435 GEORGIA AVE
SHEBOYGAN, WI 53081

JEREMY TROSSEN
1427 GEORGIA AVE
SHEBOYGAN, WI 53081

PATRICK TOMAZIN
1709 S 15TH STREET
SHEBOYGAN, WI 53081

TLC PROPERTIES, INC
2809 S 5TH CT
MILWAUKEE, WI 53207

DAVID ADAMAVICH
1691 MAPLE LN
SHEBOYGAN, WI 53081

ROGER AND AGNES SOERENS
1618 S 14TH STREET
SHEBOYGAN, WI 53081

THOMAS AND JUDITH KAPELLAN
1214 RIVERVIEW DR
SHEBOYGAN, WI 53081

THOMAS AND JOHANNA NACK
1010 FOREST AVENUE
SHEBOYGAN, WI 53081

THOMAS MOHAR
412 WASHINGTON ST
SHEBOYGAN FALLS, WI 53085

KAILANI BLUE PROPERTIES LLC
3129 NORTH AVE
SHEBOYGAN, WI 53083

SALVADOR PARRA AND
MARICELA ESPINOZA
1727 N 12TH ST
SHEBOYGAN, WI 53081

TITO SALAZAR SANTOS &
ADELAIDA CONTRERAS
1715 S 15TH STREET
SHEBOYGAN, WI 53081

YVONNE ROSENTHAL
1638 S 14TH STREET
SHEBOYGAN, WI 53081

PAUL AND CHARLENE BRANDL
615 W MAIN STREET
MADISON, WI 53703

BEVERLY BAUER
1622 S 14TH STREET
SHEBOYGAN, WI 53081

SHARON JANEY
1717 CAMELOT BLVD
SHEBOYGAN, WI 53081

FREDRICK AND KERI PRUETER
1604 S 14TH STREET
SHEBOYGAN, WI 53081

ROBERT AND ROCHELLE PFEIFER
1536 S 14TH STREET
SHEBOYGAN, WI 53081

DONNA HAMMARLUND
1532 S 14TH STREET
SHEBOYGAN, WI 53081

ZINGSHEIM PROP LTD PTRSH
PO BOX 29
SHEBOYGAN, WI 53082

DAVID KOHLWEY
5222 FORGE DR
MADISON, WI 53716

ROBERT RIGOULOT
1522 S 14TH STREET
SHEBOYGAN, WI 53081

HERBERT AND DORIS DALLAS
1518 S 14TH STREET
SHEBOYGAN, WI 53081

ANDREA DE FRIAS
1512 S 14TH STREET
SHEBOYGAN, WI 53081

ANTHONY JANKOSKI
1508 S 14TH STREET
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12405 POWERSCOURT DR
SAINT LOUIS, MO 63131

UNION PACIFIC RR COMPANY
PROPERTY TAX
1400 DOUGLAS ST
OMAHA, NE 68179

AMIE MCNEEL
14032 35TH AVE NE
SEATTLE, WA 98125

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LOHR PROPERTIES SHEBOYGAN LLC
PO BOX 490
SHEBOYGAN, WI 53082

CHRISTOPHER KLEIN
1119 BELL AVE
SHEBOYGAN, WI 53083

Hearing No. - 18 - 19. October 1, 2018.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391):

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

All interested persons will now be heard.

Publish - September 14 and 21, 2018.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 1, 2018, in the County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12):

1436 South 15th Street (Parcel No. 59281513391):

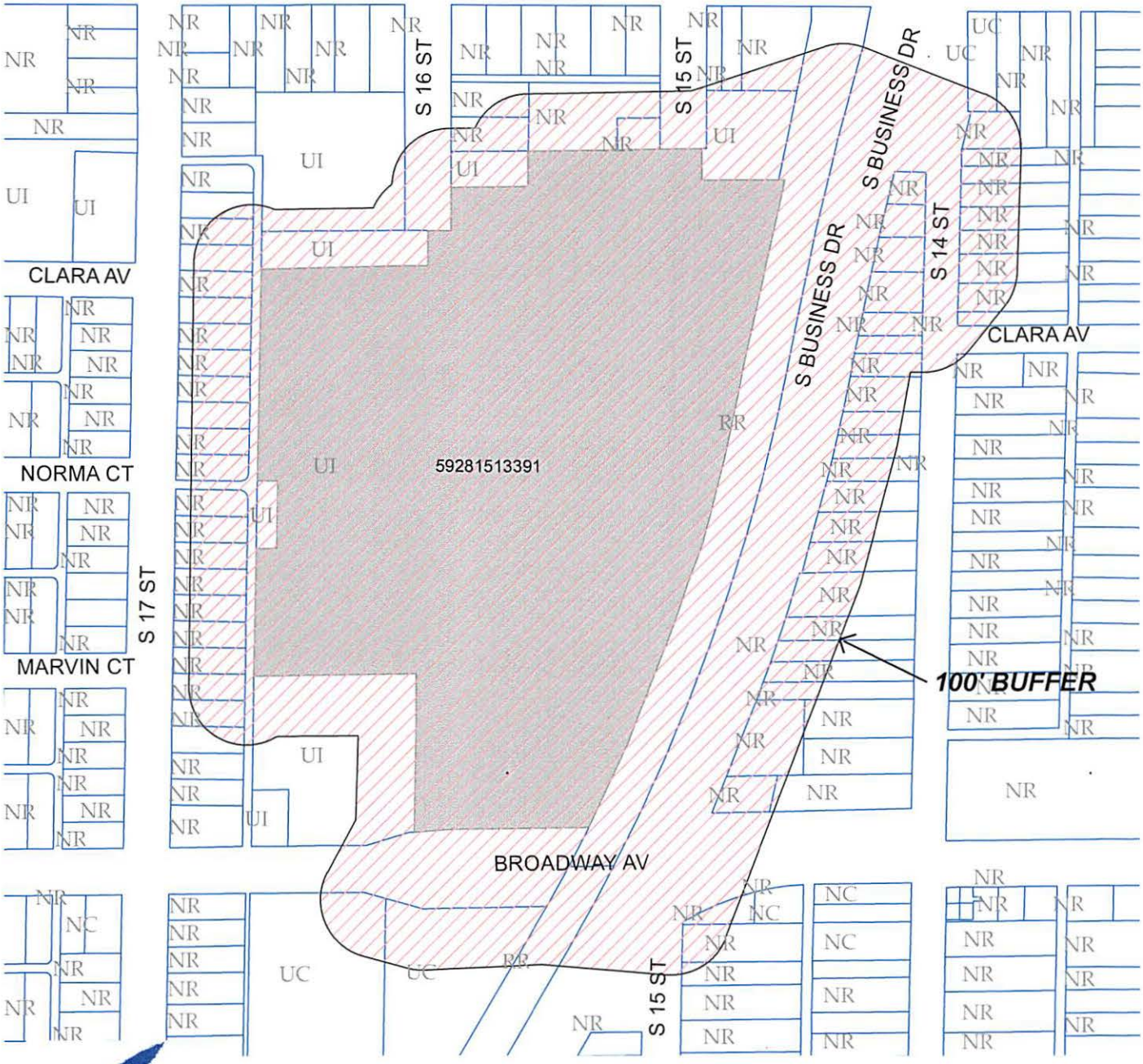
SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

MEREDITH DEBRUIN
City Clerk

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..



City of Sheboygan
spirit on the lake.

0 50 100 200 300 400
Feet

N
W E
S

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 21, 2018

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the to the City of Sheboygan's Office Zoning Map at 6:00 P.M., October 1, 2018, in the County Board Chambers of the Sheboygan County Courthouse. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12):

Property located at 1436 South 15th Street:

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

THOMAS AND CHRISTINE BERG
1421 S 16TH STREET
SHEBOYGAN, WI 53081

THOMAS AND JOHANNA NACK
1010 FOREST AVENUE
SHEBOYGAN, WI 53081

MARLIN AND BEATRIZ SMITH
1415 S 16TH STREET
SHEBOYGAN, WI 53081

THOMAS MOHAR
412 WASHINGTON ST
SHEBOYGAN FALLS, WI 53085

SHEBOYGAN STONE AND BOULDER LLC
3823 ENTERPRISE DR
SHEBOYGAN, WI 53083

KAILANI BLUE PROPERTIES LLC
3129 NORTH AVE
SHEBOYGAN, WI 53083

JOAN SCOBBA
1435 GEORGIA AVE
SHEBOYGAN, WI 53081

SALVADOR PARRA AND
MARICELA ESPINOZA
1727 N 12TH ST
SHEBOYGAN, WI 53081

JEREMY TROSSEN
1427 GEORGIA AVE
SHEBOYGAN, WI 53081

TITO SALAZAR SANTOS &
ADELAIDA CONTRERAS
1715 S 15TH STREET
SHEBOYGAN, WI 53081

PATRICK TOMAZIN
1709 S 15TH STREET
SHEBOYGAN, WI 53081

YVONNE ROSENTHAL
1638 S 14TH STREET
SHEBOYGAN, WI 53081

TLC PROPERTIES, INC
2809 S 5TH CT
MILWAUKEE, WI 53207

PAUL AND CHARLENE BRANDL
615 W MAIN STREET
MADISON, WI 53703

DAVID ADAMAVICH
1691 MAPLE LN
SHEBOYGAN, WI 53081

BEVERLY BAUER
1622 S 14TH STREET
SHEBOYGAN, WI 53081

ROGER AND AGNES SOERENS
1618 S 14TH STREET
SHEBOYGAN, WI 53081

SHARON JANEY
1717 CAMELOT BLVD
SHEBOYGAN, WI 53081

THOMAS AND JUDITH KAPELLAN
1214 RIVERVIEW DR
SHEBOYGAN, WI 53081

FREDRICK AND KERI PRUETER
1604 S 14TH STREET
SHEBOYGAN, WI 53081

ROBERT AND ROCHELLE PFEIFER
1536 S 14TH STREET
SHEBOYGAN, WI 53081

DONNA HAMMARLUND
1532 S 14TH STREET
SHEBOYGAN, WI 53081

ZINGSHEIM PROP LTD PTRSH
PO BOX 29
SHEBOYGAN, WI 53082

DAVID KOHLWEY
5222 FORGE DR
MADISON, WI 53716

ROBERT RIGOULOT
1522 S 14TH STREET
SHEBOYGAN, WI 53081

HERBERT AND DORIS DALLAS
1518 S 14TH STREET
SHEBOYGAN, WI 53081

ANDREA DE FRIAS
1512 S 14TH STREET
SHEBOYGAN, WI 53081

ANTHONY JANKOSKI
1508 S 14TH STREET
SHEBOYGAN, WI 53081

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1119 BELL AVE
SHEBOYGAN, WI 53083

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 1, 2018.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 14-18-19 by City Clerk submitting a claim from Scott and Terri Knapp for alleged damages to their home at 2828 North Avenue due to a sewer back-up;

2. R. O. No. 68-18-19 by City Clerk submitting a claim from Wallin Hennell for alleged damages to his vehicle when he hit a trench in the road that was not filled with gravel;

3. R. O. No. 102-18-19 by City Clerk submitting a claim from Alexander Sharick for alleged damages to his vehicle from a bump on Georgia Avenue where there was road construction;

All R. O.'s have been reviewed by staff with the recommendation to file all claims.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.8

R. O. No. 14 - 18 - 19. By CITY CLERK. May 7, 2018.

Submitting a claim from Scott and Terri Knapp for alleged damages to their home at 2828 North Avenue due to a sewer back-up.

Finance + Personnal ac file

CITY CLERK

DATE RECEIVED 4-26-18 RECEIVED BY MKC

CLAIM NO. 2-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 26 '18 PM 12:14

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: SCOTT & TERRI KNAPP
2. Home address of Claimant: 2828 NORTH AVE. SHEBOYGAN, WI 53083
3. Home phone number: 458-3514
4. Business address and phone number of Claimant: Kohler Co. 444 Highland Dr. Kohler, WI 53044
   Phone: 457-4444 ext. 72225
5. When did damage or injury occur? (date, time of day) 4/20/18 12:00 NOON
6. Where did damage or injury occur? (give full description)
   SEWER BACKUP IN BASEMENT OF OUR HOME.
7. How did damage or injury occur? (give full description)
   BLOCKAGE IN MAIN CITY SEWER LINE ON NORTH AVE.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: NA
   (a) Name of such officer or employee, if known:
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following: NA
   (a) Public property alleged to be dangerous:
   (b) Claimant's statement of basis for such liability:

CLAIM NO. 2-112

RECEIVED BY MAR

CLERK OF SUPERIOR COURT OF MARICOPA COUNTY

INSTRUCTIONS: TYPE OR PRINT IN PLAIN INK

1. Notice of claim, injury to persons or to property must be filed not later than 180 days after the occurrence.
2. Attach and copy additional sheets if necessary
3. This notice must be signed and filed with the Office of the City Clerk.

1. TWO ESTIMATES WITH A LIMIT OF $1,000.00 ARE REQUIRED FOR A VEHICLE.

2. Name of claimant

3. Home phone number

4. Business address and phone number of claimant.

5. When did damage or injury occur (Date & Time of day)

6. Where did damage or injury occur (Give full description)

7. How did damage or injury occur (Give full description)

(a) Cause of action or property at issue:

(b) Statement of allegation of the basis of such liability:

(c) Amount of liability as to property claimed:

(d) Specific injuries claimed to be sustained:

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

(a) Public property alleged to be dangerous:

(b) Claimant's relation to property:

(c) Claimant's estimate of injury and liability:

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

NO INJURIES.

SEWER BACKUP DAMAGE IN BASEMENT WAS MINIMAL (< $200) AND ITEMS ARE REPLACEABLE. HOWEVER GEN3 PLUMBING SPENT ~5 HOURS TRYING TO IDENTIFY THE SOURCE OF THE BLOCKAGE IN OUR LATERAL BEFORE SUSPECTING IT MIGHT BE IN THE CITY'S MAIN LINE. THEY CALLED SANITATION DEPT.

11. Name and address of any other person injured:

NONE /NA

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

Auto: $

Property: $

Personal injury: $

Other: (Specify below $ 891.00

REQUESTING REIMBURSENT FOR PAYMENT MADE TO GEN3 PLUMBING ON 4/20/18.

TOTAL $ 891.00

Damaged vehicle (if applicable)

NA

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

Names and addresses of witnesses, doctors and hospitals:

1) PLUMBERS AT GEN 3 PLUMBING, SCOTT & ANDY

— ALSO JOHN CVETAN FROM GEN 3

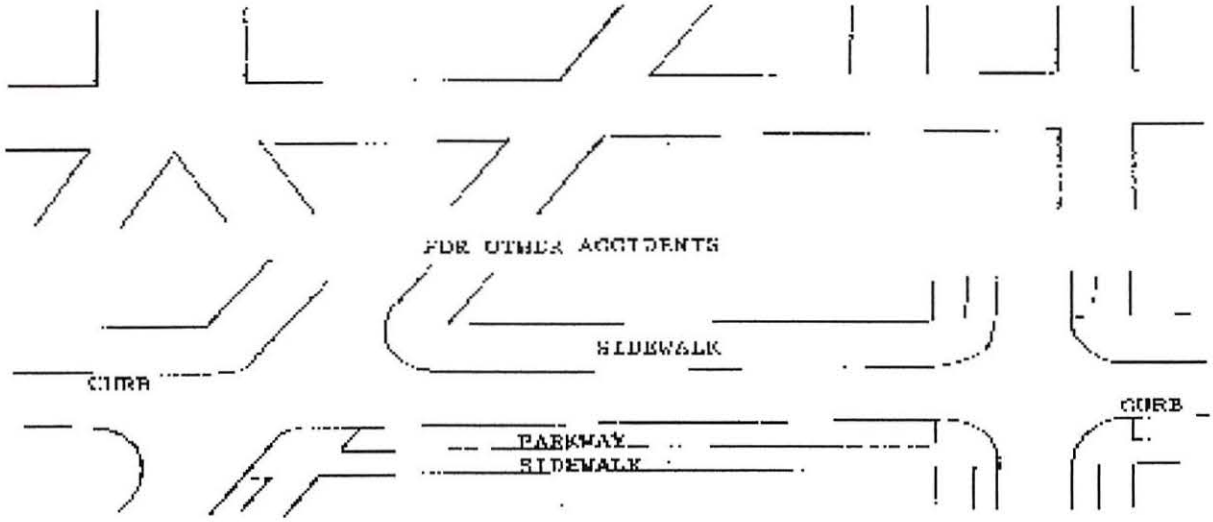
2) TWO MEN FROM SHEBOYGAN SEWER & SANITATION DEPT WHO CLEARED MAIN LINE ON NORTH AVE @ 28TH ST. ON 4/20/18.

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

NA

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

NA



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	SCOTT & TERRI KNAPP	Auto	$
Claimant's Address:	2828 NORTH AVE.	Property	$
	SHEBOYGAN, WI 53083	Personal Injury	$
Claimant's Phone No.	458-3514 (HOME)	Other (Specify below)	$ 891.00
	920-254-6390 SCOTT'S CELL	TOTAL	$ 891.00

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

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.

(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 891.00 .

SEWER BACKUPS ARE RARE AND UNFORTUNATE. UPON DISCOVERY OF OURS IN THE BASEMENT ON FRIDAY NOON 4/20/18, MY WIFE TERRI IMMEDIATELY CONTACTED 3 PLUMBERS. ONLY GEN 3 PLUMBING COULD RESPOND IMMEDIATELY.

UPON ARRIVAL GEN 3 ATTEMPTED TO CLEAR THE SUSPECTED BLOCKAGE IN OUR LATERAL BUT FOUND NONE EVEN AFTER MULTIPLE ATTEMPTS AND UP TO 100 FT OF SNAKING/ROUTERING.

AROUND 2:00 PM GEN 3 RECEIVED A SECOND SEWER BACKUP COMPLAINT FROM A NEIGHBOR ACROSS THE STREET (2821 NORTH AVE.). GEN 3 ALSO ATTEMPTED TO CLEAR THEIR LATERAL BUT FOUND NO BLOCKAGE.

AROUND 4:00 PM, GEN 3 CONTACTED SHEBOYGAN CITY SEWER & SANITATION DEPT. THEY RESPONDED WITHIN AN HOUR AND DISCOVERED A MAIN LINE BLOCKAGE ON NORTH AVE. THEY THEN WERE ABLE TO QUICKLY CLEAR THE BLOCKAGE.

I AM RESPECTFULLY ASKING FOR REIMBURSEMENT OF THAT AFTERNOONS CHARGES THAT I MADE TO GEN 3 PLUMBING TOTALING #891.00.

THANK YOU

SIGNED Scott R. Knapp DATE: 4/23/18

ADDRESS: 2828 NORTH AVE. SHEBOYGAN, WI 53083

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

WORK ORDER

(Subject to the Terms and Conditions on reverse side of this page)

Customer No.

Call Date	Time	AM PM	Job Address	City	Zip	Owner / Tenant
4/20/18	1P		2528 North Ave			☐ Owner ☐ Tenant

Customer Name	Billing Last	First	P.O./Caller
Jean Kautt			

Add'l. Work Authorized By Name / Initials	Not To Exceed $ / Estimated Price $	Please pay technician at time of service or a $25.00 billing fee will be added to invoice.	Address ☐ Same	Time Promised 12:15 ☐ AM ☐ PM
COLLECT ☐ COMMERCIAL ACCOUNT ☐			City/Zip	Phone When Ready ☐ Yes ☐ No

INSTRUCTIONS: Jean Kautt - Back Bath

GEN 3 PLUMBING, LLC
4505 S. Taylor Dr. • Sheboygan, WI 53081
Phone: (920) 207-2121
www.gen3plumbing.com MP231518

Labor Rate Based On ☐ ☒ Regular ☐ Emergency $ 94 per hour

Res. Phone

Bus. Phone 918 3511

Extension

Cell Number

S# 2602

QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE
		③ TOTAL				② TOTAL				① TOTAL	

CREDIT CARD ☐ Visa ☐ MC ☐ AMEX

_____

Exp. Date _____ CVD _____

X _____
CUSTOMER SIGNATURE

Check No. _____

☐ This payment received without face to face customer contact.

_____
AUTHORIZATION #

Service Date 4-20-18 Service Tech. Scott - ~~4~~ 4½ Andy ~~4~~ ½ 4

Service Tech. Comments

used the big sewer machine

PAID 4-20-18

Model Number: Serial Number: Initials:

Payment made by: ☐ Cash ☐ Credit Card ☐ Check

To the best of my knowledge, the above has been completed to my satisfaction. Furthermore, I have read and understand your terms and conditions on the reverse side of this page.

X Scott C. Krupp
CUSTOMER SIGNATURE

Diagnostic Fee	
Tools & Supplies	
Parts Total 1, 2, & 3	
Bldg. Sewer Opening	280
Drain Opening	
Add'l. Drains ☐	
INSTALLATION TOTAL	~~813~~
Subtotal	611
Tax	
CUSTOMER PAYS	891 00

THANK YOU

II

4.8

R. O. No. 68 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a claim from Wallin Hennell for alleged damages to his vehicle when he hit a trench in the road that was not filled with gravel.

Finance + Personnel

CITY CLERK

DATE RECEIVED 6/21/18 RECEIVED BY MKC

CLAIM NO. 11-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 21 '18 PM 3:52

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: WALLIN HENNELL
2. Home address of Claimant: 2816 S. 11 PLACE SHEBOYGAN, WI 53081
3. Home phone number: 452-7808
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 6-18-18 7:30 PM
6. Where did damage or injury occur? (give full description) CTY OK, 6/10 MILE SOUTH OF EE
7. How did damage or injury occur? (give full description) THERE WAS A TRENCH ACROSS OK, THAT WAS SUPPOSED TO BE FILLED IN WITH GRAVEL. THE GRAVEL WAS MISSING, POSSIBLY 6" OR MORE DEEP, CAUSING A SEVERE IMPACT.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: TRENCH ACROSS CTY OK, 6/10 MILE SOUTH OF EE

   (b) Claimant's statement of basis for such liability: TRENCH SHOULD HAVE BEEN FILLED WITH GRAVEL AT ALL TIMES

DATE RECEIVED 6-21-18 RECEIVED BY MKC

CLAIM NO. 11-18

CLAIM

Claimant's Name: WALLIN HENNELL

Claimant's Address: 2816 S. 11 PLACE
SHEBOYGAN, WI 53081

Claimant's Phone No. 452-7808

Auto	$ 334.20
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 334.20

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 334.20 .

SIGNED Wallin Hennell DATE: 6-21-18

ADDRESS: 2816 S. 11 PLACE
SHEBOYGAN, WI 53081

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

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

THE LEFT FRONT TIRE SUSTAINED DAMAGE (BULGE IN SIDEWALL), REQUIRING REPLACEMENT, PLUS REALIGNMENT

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

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

Auto:	$ 334.20
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 334.20

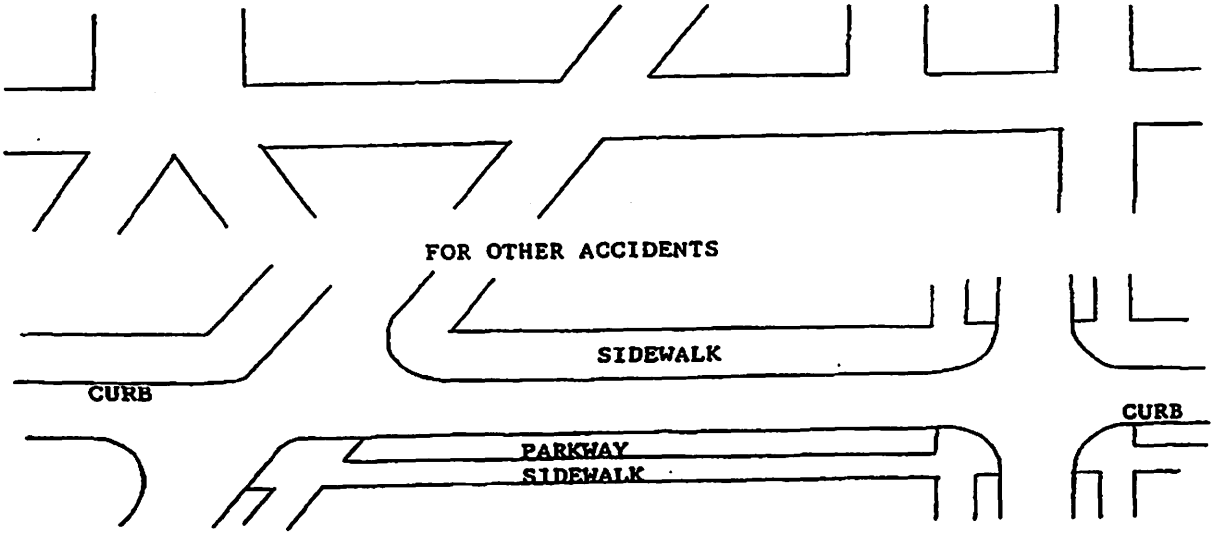
Damaged vehicle (if applicable)

Make: BUICK Model: LACROSS Year: 2015 Mileage: 32000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Wallin Hennell DATE 6-21-18

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

SERVICE 920 459-6850 888 459-6850 (TOLL FREE)
SALES 920 459-6840 800 459-6840 (TOLL FREE)
PARTS: 920 459-6845 888 459-6845 (TOLL FREE)
BODY SHOP 920 459-6855 888 459-6855 (TOLL FREE)
www.sheboyganauto.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
64186	ANGIE GRIESSMEYER 820	1203	06/20/18	CVCS847077

	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
WALLIN L HENNELL	529CDR	32,373	WHITE FROST	Z1034

	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
2816 S 11TH PL	15/BUICK/LACROSSE/CXS		61
SHEBOYGAN, WI 53081-6867	VEHICLE I.D. NO. 1 G 4 G F 5 G 3 3 F F 1 7 1 6 7 5	SELLING DEALER NO.	PRODUCTION DATE
DHENNELL@YAHOO.COM	F. T. E. NO. / P. O. NO.	R. O. DATE 06/20/18	

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-452-7808		MO: 32375

JOB# 1 CHARGES

LABOR

J# 1 05CVZ02	4 WHEEL ALIGNMENT	TECH(S):979	69.95

PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS
AND FOR REMOVING KNOCK OUTS
4 Wheel Alignment 14/16

JOB# 1 TOTALS

LABOR	69.95
JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL	69.95

JOB# 2 CHARGES

LABOR

J# 2 21CVZ03	*MOUNT & BALANCE 1	TECH(S):979	15.00

replace left front tire
Mount & Balance 1 Tire All

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	19306864	P2454020 5.880	226.33	226.33	226.33
			TOTAL - PARTS			226.33

MISC	CODE	DESCRIPTION	CONTROL NO	
	T1	TIRE DISPOSAL FEE		2.00
		TOTAL - MISC		2.00

JOB# 2 TOTALS

LABOR	15.00
PARTS	226.33
MISC	2.00
JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL	243.33

JOB# 3 CHARGES

LABOR

J# 3 24CVZ06	MULTIPOINT INSPECT	TECH(S):979	0.00

MULTIPOINT VEHICLE INSPECTION
MULTIPOINT VEHICLE INSPECTION
Multi-Point Vehicle Inspection (see MPI sheet) All

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL	0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	ENVI	ENVIROMENTAL CHARGES		3.50
		TOTAL - MISC		3.50

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $334.20 (+TAX)

COMMENTS

align/wait

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - NOON

SALES
MON - THURS 8:00 AM - 8:00 PM
FRI 8:00 AM - 6:00 PM
SAT 8:00 AM - 5:00 PM

SCC

VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC
3400 S. Business Dr.
Sheboygan, WI 53081

Genuine GM | Parts

Certified Service

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BODY SHOP 920 459-6855 888 459-6855 (TOLL FREE)
www.sheboyganauto.com

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
64186	ANGIE GRIESSMEYER 820	1203	06/20/18	CVCS847077

	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
WALLIN L HENNELL	529CDR	32,373	WHITE FROST	Z1034

	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
2816 S 11TH PL	15/BUICK/LACROSSE/CXS		61

	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
SHEBOYGAN, WI 53081-6867	1 G 4 G F 5 G 3 3 F F 1 7 1 6 7 5		

	F.T.E. NO.	P.O. NO.	R.O. DATE
DHENNELL@YAHOO.COM			06/20/18

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-452-7808		MO: 32375

TOTALS----------

TOTAL LABOR....	84.95
TOTAL PARTS....	226.33
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	5.50
TOTAL MISC DISC	0.00
TOTAL TAX.....	17.42
TOTAL INVOICE $	**334.20**

****
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
****

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE

PAID
Check Credit Card Cash
By:
Thank You!
Sheboygan Chevrolet
Buick-GMC-Cadillac, Inc.

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON

SALES

MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM

SCC

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"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Enpowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company ERAINTSI14E CC218890 Q (03/13)

We want your business

II

3.2

R. O. No. 102 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting a claim from Alexander Sharick for alleged damages to his vehicle from a bump on Georgia Avenue where there was road construction.

Finance + Personnel

CITY CLERK

DATE RECEIVED 8-9-18 RECEIVED BY MKC

CLAIM NO. 13-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 9'18 PM 1:55

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Alexander Sharick
2. Home address of Claimant: 1447 Parkview Terrace Apt 32
3. Home phone number: 920-331-0688
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 7-25-18 12pm
6. Where did damage or injury occur? (give full description) Damage to Vehicle on Georgia Ave Past School where Road Construction Started
7. How did damage or injury occur? (give full description) Vehicle hit bump where Construction began @ 15mph
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: N/A

   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: Road Fixed

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

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

No Injuries. Broke Exhaust manifold & Connections to Engine on 2008 Ford Escape

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

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

Auto:	$ 750
Property:	$ Ø
Personal injury:	$ Ø
Other: (Specify below	$ Ø
TOTAL	$ 750

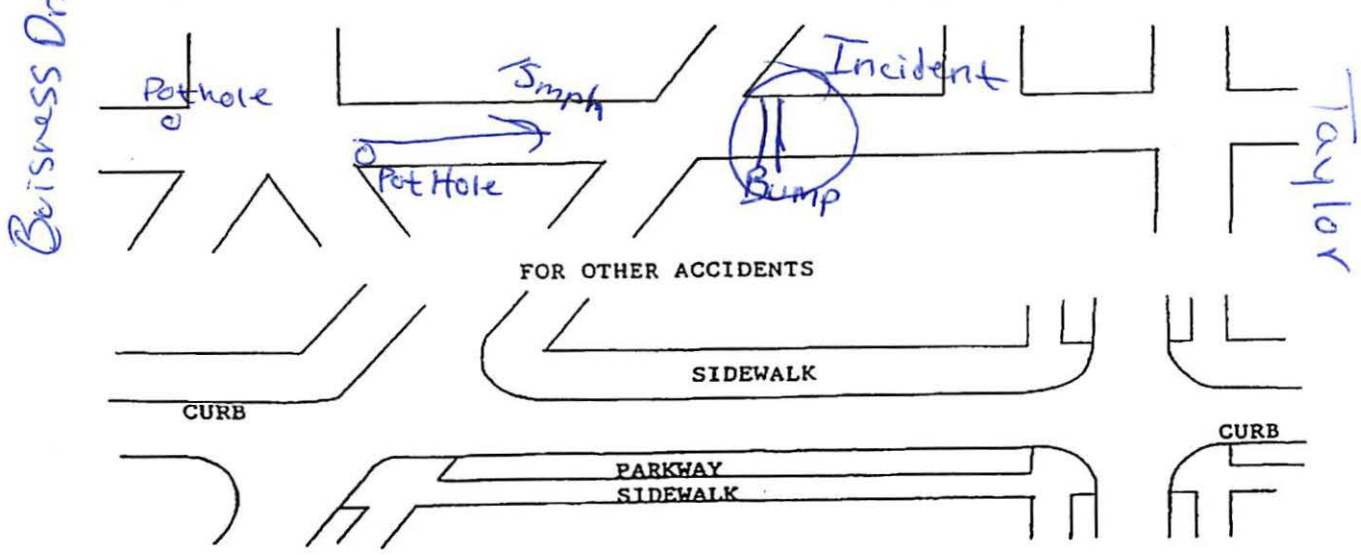
Damaged vehicle (if applicable)

Make: Ford Model: Escape Year: 2008 Mileage: 139,000

Names and addresses of witnesses, doctors and hospitals: None

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

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



SIGNATURE OF CLAIMANT A. S. DATE 8-9-18

DATE RECEIVED 8-9-18 RECEIVED BY MKC

CLAIM NO. 13-18

CLAIM

Claimant's Name: Alexander Sharick

Claimant's Address: 1447 Parkview Terrace Apt 32 Sheboygan WI. 53081

Claimant's Phone No. 920-331-0688

Auto	$ 750
Property	$ —
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 750

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 750.

SIGNED Alex Sh DATE: 8-9-18

ADDRESS: 1447 Parkview Terrace Apt 32 Sheboygan WI. 53081

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

sheboyganauto.com

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

2701 Washington Ave | Sheboygan WI 53081
920 459 6020 | 800 459 6020

SERVICE DIRECT: 920-459-6025
PARTS DIRECT: 920-459-6030
BODY SHOP: 920-459-6855
TOLL FREE: 888-459-6020
PLYMOUTH: 920-893-0907
QUICK LUBE: 920-803-3534

CELL: 920-331-0688

CUSTOMER NO.	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.
192912	JEREMEY BURGARD	1683	5267	08/08/18	CHCS852632

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	387YZN	139,312	GRAY/	B8534X

ALEXANDER K SHARICK
1447 PARKVIEW TER APT 32
SHEBOYGAN, WI 53081-5079

ALEXSHARICK@YAHO.COM

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
08/FORD TRUCK/ESCAPE/4DR 2WD XLT	11/07/17	135,572

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1FMCU031X8KA68341		

F.T.E. NO.	P.O. NO.	R.O. DATE
		07/31/18

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-331-0688		MO: 139320

JOB# 1 CHARGES----------

LABOR----------

J# 1 07CHZ04 *BRAKE WARNING LIGHT UNITS: 1.00 TECH(S):1624 1659 115.00

ABS LIGHT ON
FOUND CODE C1234 LEFT FRONT ABS SENSOR. PERFORMED INSPECTION
AND FOUND FRONT TONE RING CRACKED.
REPLACED FRONT TONE RING AND VERIFIED REPAIR.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	AL8Z2C18-2A	TONE RING 44463	19.00	19.00	19.00
					TOTAL - PARTS	19.00

MISC	CODE	DESCRIPTION	CONTROL NO	
	P4	USED CAR POLICY		-206.58
			TOTAL - MISC	-206.58

JOB# 1 TOTALS----------

LABOR	115.00
PARTS	19.00
MISC	-206.58
JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL	-72.58

JOB# 2 CHARGES----------

LABOR----------

J# 2 17CHZ01 *CHECK EXH & ADVISE UNITS: 1.50 TECH(S):1624 1659 172.50

EXHAUST IS LOUD
CUST TO PAY $750 USED CAR $200 OK BY RANDY S
REMOVED BOTH EXHAUST MANIFOLDS DRILLED OUT 3 BROKEN STUDS
INSTALLED NEW STUDS AND MANIFOLD GASKETS AND Y PIPE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	31578	EXHAUST G 44464	14.78	14.78	14.78
	2	31632	EXHAUST G 44464	11.98	11.98	23.96
	1	50465	FRONT PIP 44464	341.98	341.98	341.98
	2	XW4Z9448-AD	GASKET 44504	23.23	23.23	46.46
	12	W712244S300	STUD 44504	1.17	1.17	14.04
	12	W701706S440	NUT 44504	6.00	6.00	72.00
	4	W705443S900	NUT 44504	3.50	3.50	14.00
	1	15724	O2 SENSOR 44515	62.99	62.99	62.99
					TOTAL - PARTS	590.21

JOB# 2 TOTALS----------

LABOR	172.50
PARTS	590.21
JOB# 2 JOURNAL PREFIX CHCS JOB# 2 TOTAL	762.71

JOB# 3 CHARGES----------

LABOR----------

J# 3 24CHZ9023 23 POINT INSPECTION UNITS: 0.00 TECH(S):1624 0.00

23 POINT INSPECTION
23 POINT INSPECTION
23 POINT INSPECTION

The Reynolds and Reynolds Company ERAINTSI14E CC218892 Q (12/13)

HOURS:
SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - 12:00 PM

SALES

Please call 920-459-6020
for seasonal hours

SCC

VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHRYSLER CENTER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

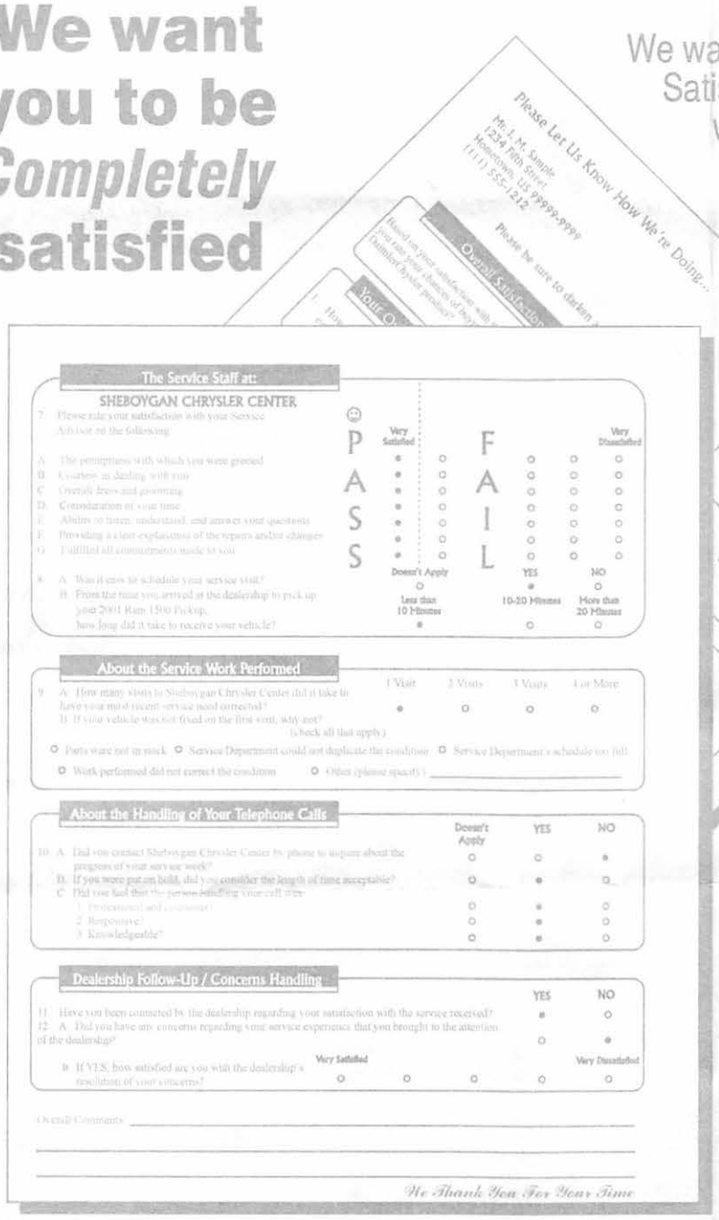
CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

We want you to be *Completely* satisfied

Our dealership's report card

We want you to be "Completely Satisfied". At our dealerships, we work very hard to satisfy our customers. Should you receive



a survey like the one illustrated, we would appreciate you completing it and returning it to Daimler Chrysler.

If there is an area on the survey you cannot honestly rate **Completely Satisfied**, please contact your Service Consultant or a member of our management staff and give us an opportunity to correct our short coming.

It is our sincere desire to provide you with the finest in quality service for many years to come.

Your satisfaction is our #1 goal.

CC218892 Q

sheboyganauto.com

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

2701 Washington Ave | Sheboygan WI 53081
920 459 6020 | 800 459 6020

SERVICE DIRECT: 920-459-6025
PARTS DIRECT: 920-459-6030
BODY SHOP: 920-459-6855
TOLL FREE: 888-459-6020
PLYMOUTH: 920-893-0907
QUICK LUBE: 920-803-3534

CELL: 920-331-0688

CUSTOMER NO.	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.
192912	JEREMEY BURGARD	1683	5267	08/08/18	CHCS852632

	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		387YZN	139,312	GRAY/	B8534X

	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
	08/FORD TRUCK/ESCAPE/4DR 2WD XLT	11/07/17	135,572

	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
	1FMCU031X8KA68341		

	F.T.E. NO.	P.O. NO.	R.O. DATE
			07/31/18

ALEXANDER K SHARICK
1447 PARKVIEW TER APT 32
SHEBOYGAN, WI 53081-5079

ALEXSHARICK@YAHO.COM

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
920-331-0688		MO: 139320

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX CHCS JOB# 3 TOTAL 0.00

MISC------CODE--------DESCRIPTION----------CONTROL NO---------
JOB # A ENVIRO ENVIROMENTAL CHARGE 10.00
TOTAL - MISC 10.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $750.00 (+TAX) ON 07/31/18 AT 03:39pm
BY ALEXANDER SHARICK COMMENTS
TOTALS----------

TOTAL LABOR....	287.50
TOTAL PARTS....	609.21
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	10.00
TOTAL MISC DISC	-206.58
TOTAL TAX.....	49.87
TOTAL INVOICE $	**750.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

_____
CUSTOMER SIGNATURE

COMPLETELY SATISFIED
This is the most important measurement of our service. If you cannot grade us "COMPLETELY SATISFIED" Please contact our Service Manager, Dean Wohlgemuth. 920-459-6025 Thank you for your business.

HOURS:
SERVICE, PARTS, BODY SHOP
MON - FRI 7:00 AM - 5:00 PM
SAT 7:30 AM - 12:00 PM

SALES
Please call 920-459-6020 for seasonal hours

SCC

VISION STATEMENT
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHRYSLER CENTER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company ERAINTSII14E CC218892 Q (12/13)

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 10:47am





Transmission Fluid Exchange

Using a State of the art machine one of our trained technicians will.

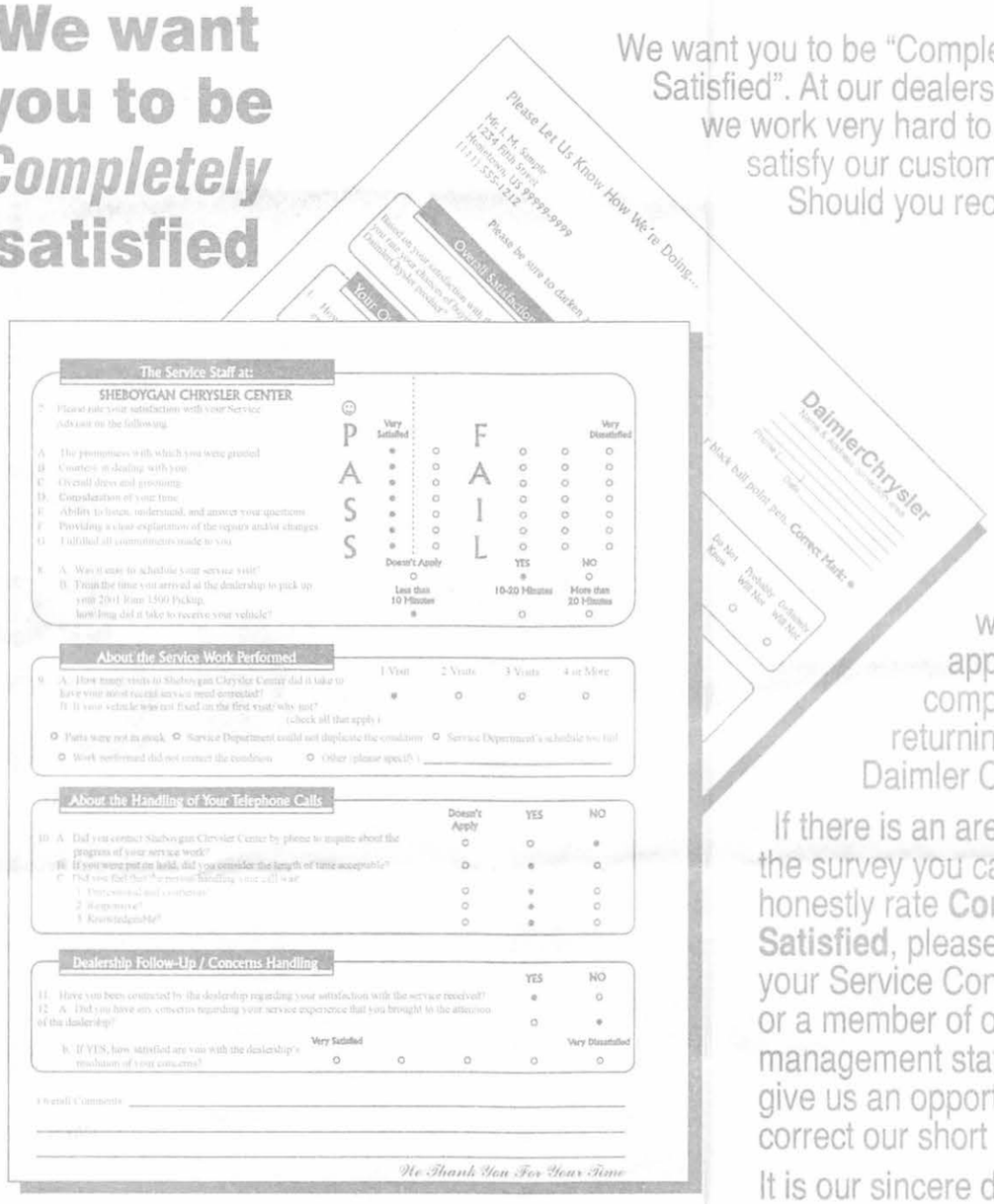
- **Flush entire unit of all old fluid and suspended**
- **debris.**
- **Install new fluid**

$89.95 + tax

We want you to be *Completely* satisfied

Our dealership's report card

We want you to be "Completely Satisfied". At our dealerships, we work very hard to satisfy our customers. Should you receive



a survey like the one illustrated, we would appreciate you completing it and returning it to Daimler Chrysler.

If there is an area on the survey you cannot honestly rate **Completely Satisfied**, please contact your Service Consultant or a member of our management staff and give us an opportunity to correct our short coming.

It is our sincere desire to provide you with the finest in quality service for many years to come.

Your satisfaction is our #1 goal.

CC218892 Q

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 1, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 121-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020; recommends granting the following licenses:

TRANSFER - PREMISES TO PREMISES

Rendez-Vous transferring from 1332 S. 13th Street to 920 Michigan Avenue.

CHANGE OF PREMISE

No.	Name	Address
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - Outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

No.	Name	Address
2416	Ashley, Michele J.	1618 Ontario Avenue Apt. A
2414	Bakes-Deligiann, Deborah L.	426 Grant Avenue
5314	Beaumont, Victoria M.	2319 Calumet Drive
2400	Fieldhouse, Ann B.	620 S. 8th Street Apt. 209
2418	Harrison, Christine	871 Forest Avenue
0944	Jamison, Andrea R.	1916 Martin Avenue
2408	Nemitz, Jessica J.	1940 N. 8th Street
2412	Olson, Jon V.	1209 Riverview Drive
2413	Petermann, Janet K.	3307 North Avenue
2407	Rieth, Penny K.	1623 S. 13th Street
2411	Sharp, Christa A.	502 N. 28th Street
9026	Tanner, Nicole L.	922 Weeden Creek Road
2405	Timm, Sarah E.	2732 Geele Avenue
2402	Trakel, Jean C.	W6066 Ella Lane, Plymouth
1323	Williams, Dante I.	1619 North Avenue
2417	Yang, Boonme	2706 S. 9th Street

Consent.

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2018)

No.	Name	Address
0940	Asleson, Shanna M.	3806 Highway 42 Apt. 1
2419	Bock, Nadine R.	1028 Broadway Avenue

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

TX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. October 1, 2018.

Your Committee to whom was referred Gen. Ord. No. 18-18-19 by Alderperson Wolf amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges; recommends approving the Ordinance.

Consent.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.2

Gen. Ord. No. 18 - 18 - 19. By Alderperson Wolf. September 17, 2018.

AN ORDINANCE amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan," is hereby amended to read as follows:

"Sec. 122-403. *Categories of Users; Amounts; Reassignment - City of Sheboygan.*

(a) *Category A.* Category A users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition*: The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 133 mg/l, suspended solids no greater than 255 mg/l, and total phosphorus no greater than 4.4 mg/l.

(2) *Amount*: The sewer service charge for category A wastewater is as follows:

a. Fixed charge, $47.98 per quarter.
b. Volume charge, $1.87 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition*: The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 133 mg/l, suspended solids greater than 255 mg/l, and phosphorous greater than 4.4 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 133 mg/l for BOD, 255 mg/l for suspended solids, and 4.4 mg/l for phosphorous.

(2) *Amount:* The sewer service charge for category B wastewater is as follows:

a. Fixed Charge - $47.98 per quarter;

Public Works approve

b. If billing is on a monthly basis, $16.00 per month.

c. Volume Charge, $1.87 per 100 cubic feet.

d. Surcharge, total (per pound):

1. BOD greater than 133 mg/L, $0.2052.

2. Suspended Solids greater than 255/mg/l, $0.1131.

3. Phosphorus greater than 4.4 mg/l, $3.5129.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B^R	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater
S^R	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater
P^R	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
.00624	=	Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 2. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. *Categories of users; amounts; reassignment for other municipalities.*

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	$0.1837	$0.1837	$0.1837	$0.1837	$0.1837
Debt retirement	0.1541	0.1541	0.1541	0.1541	0.1541
Total volume charge, per 1,000 gallons:	0.3378	0.3378	0.3378	0.3378	0.3378
Surcharges:					
BOD	0.2052	0.2052	0.2052	0.2052	0.2052
Suspended Solids	0.1131	0.1131	0.1131	0.1131	0.1131
Phosphorus	3.5129	3.5129	3.5129	3.5129	3.5129 "

Section 3. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. *Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.*

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(a) Septic tank sludge, $48.00 per 1,000 gallons.

(b) Holding tank sewage, $10.00 per 1,000 gallons.

(c) "Other" hauled wastewater:

(1) Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

(2) *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

a. Volume Charge, $0.3378 per 1000 gallons.

b. Surcharge, total (per pound):

1. $0.2052 per pound of BOD

2. $0.1131 per pound of suspended solids

3. $3.5129 per pound of phosphorus

(3) Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and paragraphs a and b of this subsection or in accordance with section c of this subsection.

$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$

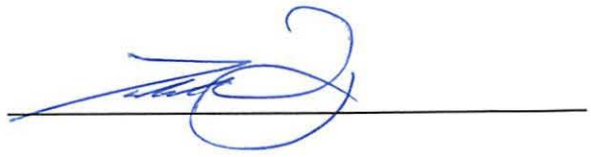
See Table 1 Section 122-403(b)(3) for definitions.

a. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 134 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3334	Active 8	503 Euclid Avenue - One day event to be held 10/06/18 at Evergreen Park area #4.

Consent.

II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. October 1, 2018.

Your Commission to whom was referred Gen. Ord. No. 17-18-19 by Alderperson Rindfleisch and R. O. No. 118-18-19 by City Clerk for an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 25, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

Lays Over

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 17 - 18 - 19. By Alderperson Rindfleisch. September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan approve

Renard Rindfleisch

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

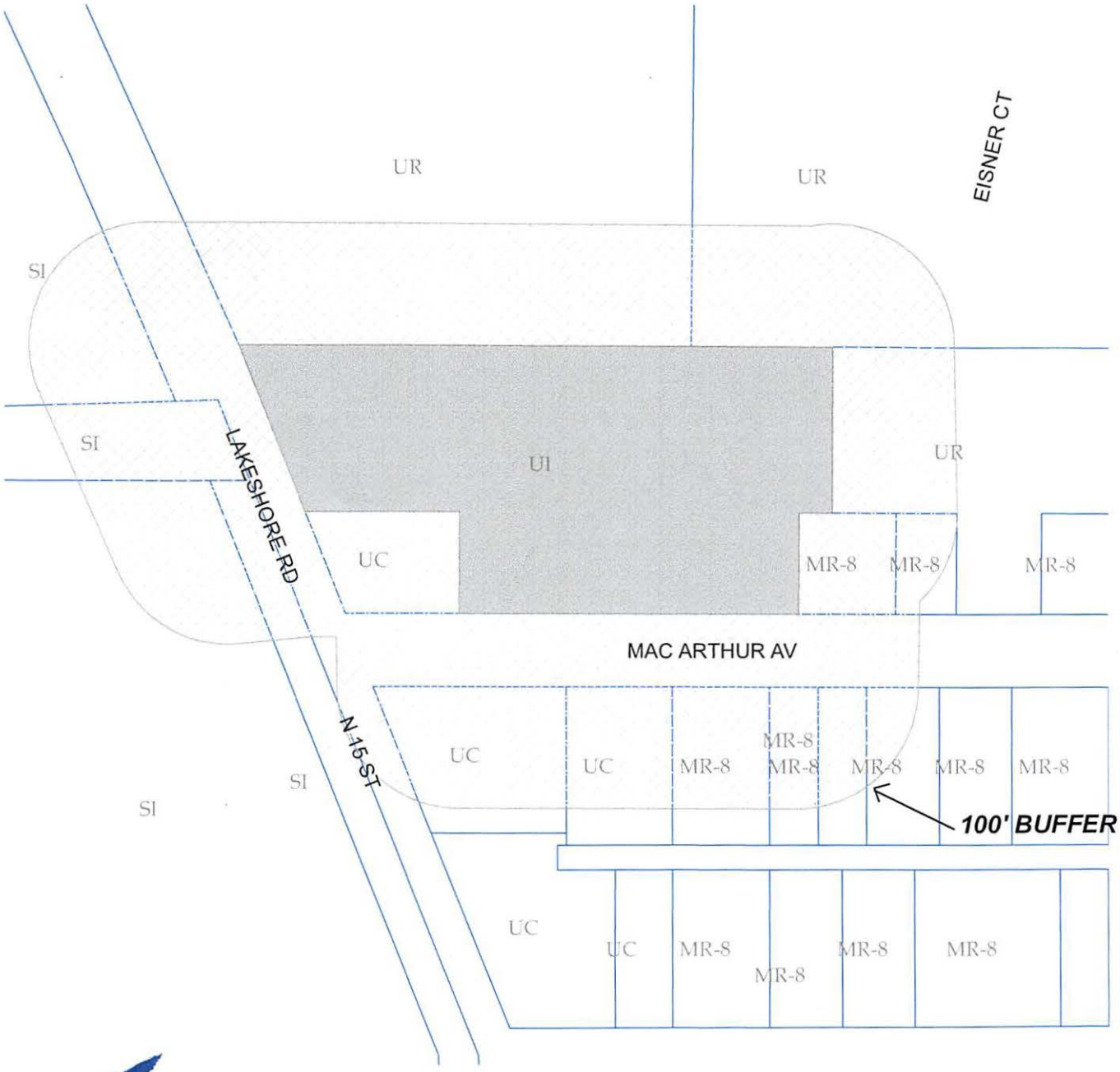
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT



City of Sheboygan
spirit on the lake.

0 50 100 200 300 400 Feet

N
W E
S

II

3.3

R. O. No. 118 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI).

City Plan

City Clerk

9-11-2018

Attn: To Whom it may concern

In regards to the property located at 3411 Lakeshore Rd otherwise known as Guske Electric Inc. I am hereby requesting a change in the zoning classification from Urban Industrial to Suburban Industrial. I have a local business that is being displaced from their current location due to changes being pursued by their landlord and city plans for downtown development. A large portion of my building is being underutilized and I would like to pursue a long term lease with Wild Chiropractic. This would address both his need for a new location and my need to find a suitable tenant for the space and surrounding neighborhood. Under the current zoning classification this would not be possible but, with the change I am requesting it would allow a mixed use of my building for both light commercial and light industrial. From the standpoint of the appearance of our neighborhood and types of surrounding businesses, I feel that a professional service type tenant would be less impactful than an industrial type tenant.

The exterior of my building would not change in appearance other than replacing all the front windows that are approx 50 years old with new Low-E windows of same size in the existing framework. In the past year I have removed approx 40,000 sq ft of asphalt parking and would replace this with approx 6,000 sq ft of concrete parking for the tenant and green space for the remainder.

This chiropractor is a single doctor operation with an assistant and receptionist which would minimally impact traffic in the area. Any exterior signage would necessarily need to be pre-approved by the city prior to installing but as the owner of the building I would not allow tenant signage to exceed in size the existing Guske Electric signage (see attached photo).

Thank you for your time and consideration in reviewing my request.

Michael A Wiltzius
President,
Guske Electric Inc.
Michael Wiltzius

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 606 North 6th Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Michael A Wiltzius PHONE NO.: (920) 377-0895

ADDRESS: 2004 Waverly Ct E-MAIL: mike@guskeelectric.com

OWNER OF SITE: Michael A Wiltzius PHONE NO.: (920) 377-0895

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3411 Lake Shore Rd

LEGAL DESCRIPTION: See attachment

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

See Attached Letter on Guske Electric letterhead

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: _____

See Attached Letter on Guske Electric Letterhead

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

Current Zoning Classification limits greatly the pool of potential Tenants that would fit the neighborhood.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ☒ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- ☐ Explain: See Attached Letter on Guske Electric Letterhead

_____

_____

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

See the Attached Letter on Guske Electric Letterhead.

_____

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The neighborhood is mostly residential and a quiet type of business (chiropractor) would fit in more appropriately than an industrial type of business.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Michael A Wiltzius
APPLICANT'S SIGNATURE

9-11-2018
DATE

Michael A Wiltzius
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

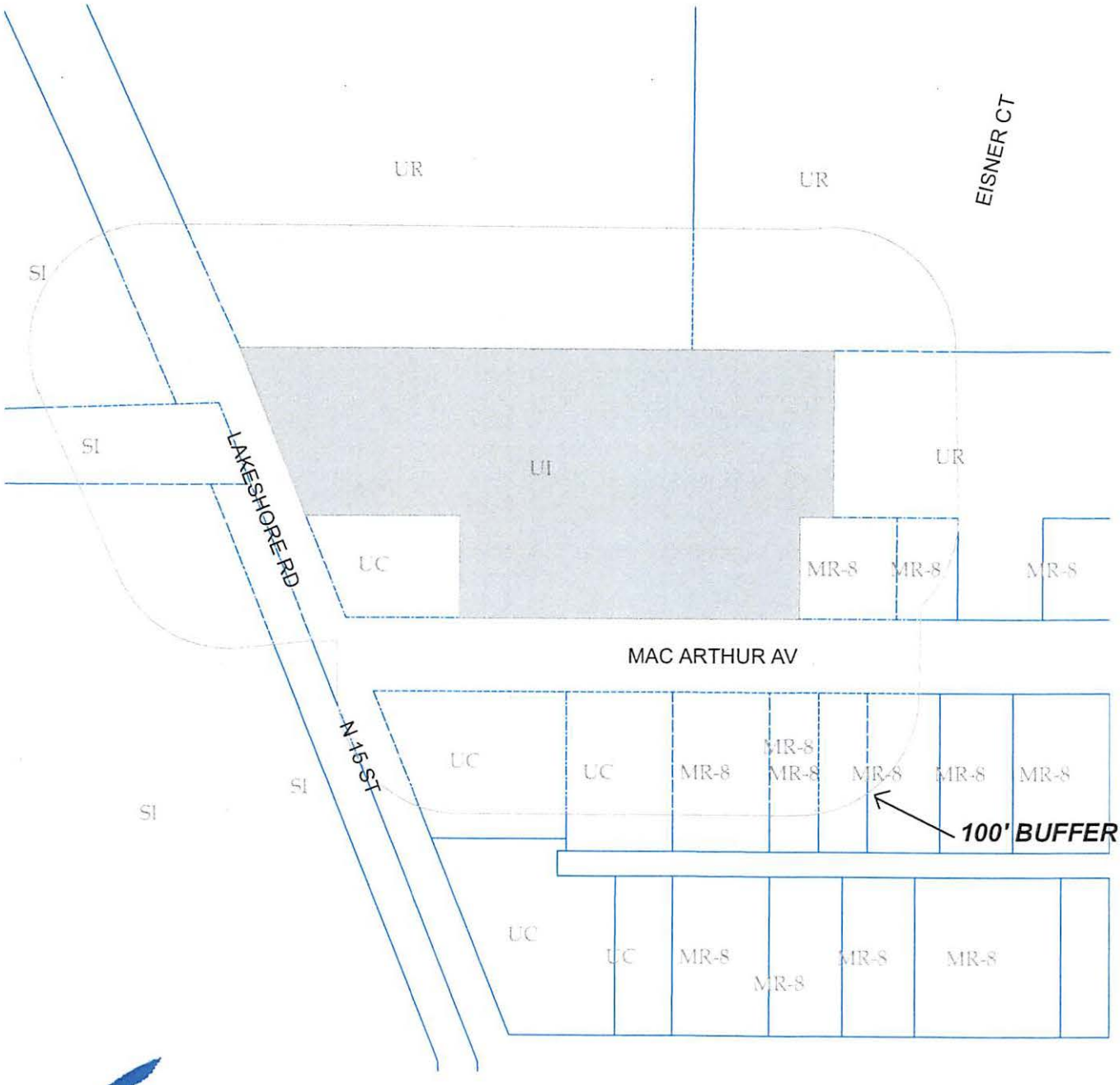
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 100 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT



City of Sheboygan
spirit on the lake.

0 50 100 200 300 400 Feet

N
W E
S







Michael A. Wiltzius
President
Guske Electric, Inc.








GUSKE
ELECTRIC
ELECTRICAL
CONTRACTING
438-4286
GUSKEELECTRIC.COM


GUSKE
ELECTRIC
(920) 458-4286 GUSKEELECTRIC.COM


GREEN SPACE
AREA Chiropractor would occupy
AREA OF NEW CONCRETE

GREEN SPACE
AREA OF NEW CONCRETE
AREA Chiropractor would occupy

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 181448
License No: 0000
Date: 09/12/2018
Received By: MMD
Received From: GUSKE ELECTRIC
Memo: REZONE 3411 LAKESHORE RD
Method of Payment: $200.00 Check No. 8706
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. ___ - 18 - 19. By CITY ADMINISTRATOR. October 1, 2018.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018 is submitted for your information.

Layover

CITY ADMINISTRATOR

2019 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2018	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2019
General Fund	$19,078,761	$20,790,918	$16,435,705	$38,127,572	$18,177,812
Special Revenue	1,348,773	7,606,480	2,509,321	10,206,766	1,257,808
Debt Service	17,375,830	5,613,720	3,421,889	15,849,086	10,562,353
Capital Improvements	7,789,986	20,555,689	892,025	26,086,958	3,150,742
Proprietary	83,038,389	34,644,901	511,547	37,465,551	80,729,286
Fiduciary	2,051,126	33,400	0	2,000	2,082,526
Total	$130,682,865	$89,245,108	$23,770,487	$127,737,933	$115,960,527

CITY OF SHEBOYGAN
OUTSTANDING DEBT AS OF DECEMBER 31, 2018

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2018	Issued 2018	Payments 2018	Outstanding Dec. 31, 2018
GENERAL OBLIGATION BONDED DEBT						
G.O. Corporate Bonds - 2007B	9/1/2007	10/2/2026	6,725,000		500,000	6,225,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	3,915,000		310,000	3,605,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	800,000		800,000	0
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	2,220,000		535,000	1,685,000
G.O. Refunding Bonds - 2018 Taxable	12/5/2018	12/1/2038		3,655,000		3,655,000
G.O. Refunding Bonds - 2018 Exempt	12/5/2018	12/1/2038		5,100,000		5,100,000
Total General Obligation Bonded Debt			$13,660,000	$8,755,000	$2,145,000	$20,270,000
GENERAL OBLIGATION LONG TERM NOTES						
DNR Seawall Loan	12/23/2002	12/15/2023	400,645		80,129	320,516
DNR Land Recycling Loan	4/14/2004	5/1/2023	238,936		39,823	199,113
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	675,000		220,000	455,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	2,450,000		470,000	1,980,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	2,375,000		310,000	2,065,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	2,925,000		345,000	2,580,000
G.O. Promissory Notes - 2016B	4/20/2016	1/1/2025	6,760,000		1,145,000	5,615,000
G.O. Promissory Notes - 2017A	5/15/2017	4/1/2027	5,000,000		425,000	4,575,000
G.O. Promissory Notes - 2018	7/2/2018	12/1/2027		6,335,000		6,335,000
Total General Obligation Notes			$20,824,581	$6,335,000	$3,034,952	$24,124,629
MORTGAGE NOTES AND LOANS						
SDC Mortgage Notes	1/16/1995		225,000			225,000
State Trust Fund Loan	9/12/2017	3/15/2022	400,000			400,000
TOTAL DEBT OUTSTANDING			**$35,109,581**	**$15,090,000**	**$5,179,952**	**$45,019,629**

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a claim from Robert Kummer for alleged damages to his basement due to sewer backup.

Finance + Personnel

CITY CLERK

DATE RECEIVED 9-20-18 RECEIVED BY MKC

CLAIM NO. 15-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 20 '18 PM 3:55

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

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

1. Name of Claimant: Robert Kummer
2. Home address of Claimant: 1555 N 23rd St
3. Home phone number: 457-4954
4. Business address and phone number of Claimant: Same
5. When did damage or injury occur? (date, time of day) 8-5-18 evening
6. Where did damage or injury occur? (give full description) Water backing up through basement floor (slop sink)
7. How did damage or injury occur? (give full description) City main line street sewer backup
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

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

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

Called plumber for water backing up out of basement slop sink going across floor (Plumbing Bill)

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

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

Auto:	$_____
Property:	$_____
Personal injury:	$_____
Other: (Specify below	$ 158.25
TOTAL	$ 158.25

Plumbing bill caused by basement water backup - City main sewer line plugged

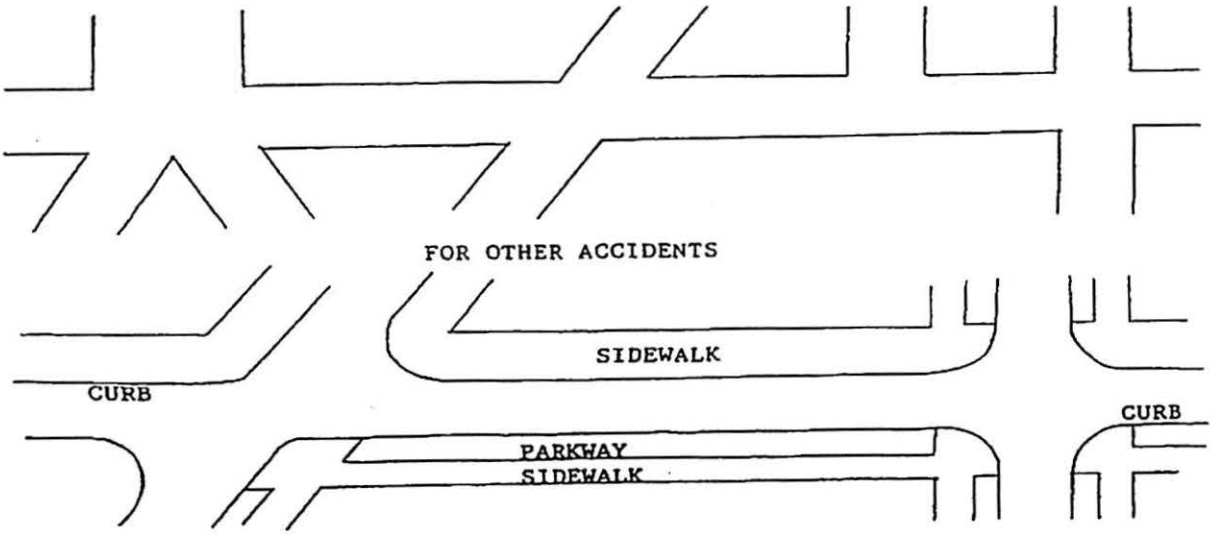
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Robert Kiernan DATE 9-20-18

DATE RECEIVED 9-20-18 RECEIVED BY MKC

CLAIM NO. 15-18

CLAIM

Claimant's Name: Robert Kummer

Claimant's Address: 1555 N 23rd St

Claimant's Phone No. 457-4954

Auto	$
Property	$ 1
Personal Injury	$
Other (Specify below)	$ 158.25
TOTAL	$ 158.25

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 158.25.

plumbing bill for city main sewer backup causing water in basement

SIGNED Robert Kummer DATE: 9/20/18

ADDRESS: 1555 N 23rd St Sheboygan Wi 53081

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

NEUMANN PLUMBING & HEATING, INC.
1114 Millersville Avenue
Howards Grove, WI 53083
(920) 565-3345
(920) 565-4181 (fax)
www.neumannplumbing.com

Invoice: 145107
Customer ID: 2927
Date: 9/18/2018

Bill to: Robert Kummer
1555 North 23rd Street
Sheboygan, WI 53081

Service at: Robert Kummer
1555 North 23rd Street
Sheboygan, WI 53081

P.O. #:

Quantity	Description	Unit Price	Amount
	Plumbing Service 8/5/18: After hours sewer back up.		$150.00

Notes:

Terms: Net 30

We accept Mastercard & Visa

Subtotal:	$150.00
Sales Tax:	$8.25
Payments:	$0.00
Total Due:	**$158.25**

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Michael C. Szente requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor.

LHPS

CITY CLERK

SEP 17 '18 PM 3:06

Date: 9.17.18

My name is: Michael C. Szente

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
Superior Manor

Signature: Michael C. Szente

Phone Number: 920.917.3780

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from George Harris requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor, 1424 North 10th Street.

LHPS

_____

CITY CLERK

SEP 19 '18 AM10:27

Date: 9-10-18

My name is: George HARRIS

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apts
1427 N. 10th Street
Sheboygan, WI 53081

Signature: George Harris

Phone Number: 262-886-3214 ext. 1431 Social Worker

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Jane Wiensch requesting a waiver from the Sex Offender Residency requirements in order to reside at 1124B Erie Avenue.

AHPS

CITY CLERK

SEP 24 '18 AM 8:21

Date: 9-22-18

My name is: Jane Wiensch

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1124 Erie AVE Sheboygan, WI. 53081

Signature: Jane Wiensch

Phone Number: 920-331-0126

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Bradley Curler requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street.

RHPS

CITY CLERK

9-21-18 3:52pm

Date: 9-21-18

My name is: Bradley Curler

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apartments
1427 N. 10th Street
Sheboygan, WI 53081

Signature: _____

Phone Number: _____

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Stephen Grimm requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street.

AHRS

_____

CITY CLERK

9/21/18 3:52pm

Date: 9-21-18

My name is: Stephen Grimm

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apartments
1427 N. 10th St
Sheboygan, WI 53081

Signature: _____

Phone Number: _____

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Johnathan Pirwitz requesting a waiver from the Sex Offender Residency requirements in order to reside at 2606 Eisner Avenue.

LHPS

_____

CITY CLERK

SEP 25 '18 AM 8:00

Date: 9-18-18

My name is: JONATHAN PIRWITZ

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2606 EISNER AVE
SHEBOYGAN WI 53083

Signature:

Phone Number: 920.287-4180

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Jesse Allen requesting a waiver from the Sex Offender Residency requirements in order to reside at 1116 North 15th Street.

LHPS

CITY CLERK

SEP 25 '18 AM10:40

Date: 9-23-18

My name is: Jesse Allen

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1116 N th 15th st Sheboygan, WI

Signature: Jesse Allen

Phone Number: 1-920-400-9919

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Gustave K. Benson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue.

LHPS

_____

CITY CLERK

SEP 26 '18 AM11:35

Date: 9-20-18

My name is: Gustave K Benson

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

3402 Wilgus Ave Sheboygan 53041

Signature: Gustave Benson

Phone Number:

Please contact Agent Josh Butzen @ 918-7894

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Tylor Thompson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue.

LHB

_____

CITY CLERK

SEP 26 '18 AM11:35

Date:_____9/26/18_____

My name is:___Tylor Thompson_____ _____

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

_____

____3402 Wilgus Ave. Sheboygan WI 53081 _____

Signature:_____

Phone Number:_____

Please contact Agent Josh Butzen at 920-918-7894 regarding this as Mr. Thompson is currently incarcerated.

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
October 1, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish estimated revenue and appropriation for grant received from the Greater Milwaukee Foundation for Adopt-A-Beach and Adopt-A-Habitat programs.

FROM	TO	AMOUNT
General Fund City Development Contributions 40061100-467101	General Fund City Development Contracted Services 40061100-521900	$12,500.00

Finance
Personnel

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) Full Size Four-Wheel Drive Pickup Truck and (1) Full Size Two-Wheel Drive Pickup Truck for the Department of Public Works.

WHEREAS: The Motor Vehicle Division of the Department of Public Works has included funding in the 2018 Budget for the purchase of two full-size pickup trucks with standard two door cabs for the Motor Vehicle Fleet and;

WHEREAS: The cost for the vehicles is determined by State of Wisconsin contract so competitive bidding may be waived;

THEREFORE BE IT RESOLVED: That the Purchasing Agent is hereby authorized to enter into an order with Ewald Automotive Group of Oconomowoc WI for the purchase of (2) 2019 Model Chevrolet full size pickup trucks with standard two door cabs utilizing the State of Wisconsin contract, including license and title fees.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $56,113.00 on Account #70136100-641100 in payment of same.

Public Works

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2019, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2019, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2019 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

Transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
ALTMEYER ELECTRIC, INC.

REGARDING THE INSTALLATION OF LIGHTING IMPROVEMENTS AT MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this 4 day of OCTOBER, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Altmeyer Electric, Inc. ("Altmeyer Electric").

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one of the facilities at the Wildwood Athletic Complex is the Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the City has previously obtained a lighting design from Musco Sports Lighting for the Field; and

WHEREAS, the City is prepared to execute a purchase order for the purchase of the necessary materials to effectuate the lighting design prepared by Musco Sports Lighting; and

WHEREAS, the City requires installation services for the materials ("Services"); and

WHEREAS, Altmeyer Electric desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Altmeyer Electric shall provide all services necessary for the complete installation of the materials: eight (8) new light poles, light fixtures, and pre-fabricated in-ground mounting piers (including concrete back-fill). This shall also include the installation of the necessary underground conduit and electrical feeders, mounting and connecting to the new control cabinets, making all necessary final connections, performing all necessary testing, and restoring the landscape following the completion of the work.

All work shall be done in accordance with the Detailed Plans and Drawings and the Detailed Technical Specifications that were a part of Invitation For Bids # 1947-18 ("Invitation For Bids").

The Invitation For Bids is hereby incorporated into the Agreement by reference as though fully set forth.

Altmeyer Electric shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Altmeyer Electric shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Altmeyer Electric shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Altmeyer Electric's operations, at least three (3) business days, before beginning operations. Altmeyer Electric shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Altmeyer Electric shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Altmeyer Electric.

Altmeyer Electric shall be responsible for disconnecting electricity to the existing lighting and any other utilities that will be or could potentially impacted during the provision of the Services, including—but not limited to—electric feeders, natural gas, water (including irrigation systems), storm sewer, and sanitary sewer services.

Altmeyer Electric shall be responsible for the removal, disassembly, staging, and loading onto trucks of the existing lighting equipment, including the poles, light fixtures, and related controls. This will be coordinated between the City, Altmeyer Electric, and a potential purchaser of the existing lighting equipment.

Article 2. Standard of Care

Altmeyer Electric shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Altmeyer Electric's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Altmeyer Electric's performance. Upon notice to Altmeyer Electric and by mutual agreement between the parties, Altmeyer Electric will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall obtain the new light poles, light fixtures, pre-fabricated in-ground piers and controls with cabinets (collectively the "Materials") and shall arrange for their delivery to the Field. Altmeyer Electric will be responsible for unloading, storage, and staging of the Materials in a suitable location.

The City designates Bernie Ramer as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Altmeyer Electric for all fees and expenses in an amount not to exceed One Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 Dollars ($187,260.00). This includes a Five Thousand and 00/100 Dollar ($5,000) allowance for costs incurred as a result of work to be performed by Alliant Energy. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Altmeyer Electric within forty-five (45) days of receipt of invoice. Altmeyer Electric shall submit an invoice to the City on a monthly basis and shall be based on the percentage complete of the Services described in Article 1. The invoice shall be sent to:

Bernie Ramer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Altmeyer Electric which may adversely affect the City.
- Failure of Altmeyer Electric to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Altmeyer Electric of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond
Altmeyer Electric shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Altmeyer Electric to perform the work in a timely or satisfactory fashion may result in forfeiture of Altmeyer Electric's Performance Bond.

If the Surety on any bond furnished by Altmeyer Electric becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Altmeyer Electric shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule
Altmeyer Electric shall complete the Services by January 15, 2019, or within such extra time as may have been allowed by a mutually agreed extension.

The Parties agree that no charges or claims for damages shall be made by Altmeyer Electric for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Altmeyer Electric to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages
In the event that Altmeyer Electric does not complete the Services by the date set forth in Article 7 (as potentially amended), there shall be deducted from any monies due or that may become due to Altmeyer Electric, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars ($100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Altmeyer Electric by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Altmeyer Electric to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials
Altmeyer Electric shall guarantee the work for a period of one (1) year from the date of Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Altmeyer Electric's Performance Bond. Musco Sports

Lighting's standard twenty-five year manufacturer's warranty shall also apply and be honored by Altmeyer Electric.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City. The approval by the City of alternate material or equipment as being equivalent to that specified shall not in any way relieve Altmeyer Electric of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City shall be the sole and final judge of equivalency.

All materials used by Altmeyer Electric shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Altmeyer Electric shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Altmeyer Electric shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Altmeyer Electric's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Altmeyer Electric is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Altmeyer Electric.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Altmeyer Electric acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Altmeyer Electric must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 12. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Altmeyer Electric. Altmeyer Electric shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Altmeyer Electric for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Altmeyer Electric's compensation and the schedule of services.

If Altmeyer Electric defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Altmeyer Electric, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Altmeyer Electric. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Altmeyer Electric, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Altmeyer Electric) shall be less than the sum which would have been payable under the Agreement if it had been completed by Altmeyer Electric, Altmeyer Electric shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Altmeyer Electric will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Altmeyer Electric or its surety for failure to complete the work in the time specified.

Article 13. Default
If Altmeyer Electric breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Altmeyer Electric breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Altmeyer Electric a written notice of default. If Altmeyer Electric, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Altmeyer Electric, as set forth in this Agreement.

Article 14. Identity of Altmeyer Electric
Altmeyer Electric acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Altmeyer Electric. Altmeyer Electric thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Altmeyer Electric. Altmeyer Electric shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Altmeyer Electric's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status
During the entire term of this Agreement, Altmeyer Electric shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Altmeyer Electric shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification
Altmeyer Electric shall save and keep the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement, except as to the negligence of the City or its employees, as to which this Indemnification shall not apply.

Altmeyer Electric shall indemnify the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Altmeyer Electric shall further hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Altmeyer Electric's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 17. Insurance
Altmeyer Electric shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Altmeyer Electric shall not allow any approved

subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Altmeyer Electric shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Altmeyer Electric shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Public Liability and Property Damage Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Damage Insurance (including Contractor's Contingent and Protective Insurance) as will protect Altmeyer Electric and any subcontractor from claims for damages and personal injury (including accidental death) and property damage which may arise from operations under this Agreement, regardless of the cause of the injury. This insurance shall include coverage of at least $2,000,000 per occurrence

Approval of the insurance by the City shall not relieve or decrease the extent to which Altmeyer Electric may be held responsible for payment of damages resulting from Altmeyer Electric's provision of the Services or its operations under this Agreement. If Altmeyer Electric fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Altmeyer Electric declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Altmeyer Electric agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further

agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment
Neither the City nor Altmeyer Electric shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Altmeyer Electric.

Article 23. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination
In connection with the performance of work under this Agreement, Altmeyer Electric agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Altmeyer Electric further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws
In performing the Services under this Agreement, Altmeyer Electric shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Altmeyer Electric fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Altmeyer Electric shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: **Altmeyer Electric:**

City Clerk	David Altmeyer
City of Sheboygan	Altmeyer Electric
828 Center Ave.	827 S 21st St
Sheboygan, Wisconsin 53083	Sheboygan, WI 53081

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Altmeyer Electric.

Article 27. Intent to be Bound
The City and Altmeyer Electric each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Altmeyer Electric. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 30. Non-Collusion
Altmeyer Electric is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Altmeyer Electric shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 10-9-18

ALTMEYER ELECTRIC

BY: _____

ATTEST: _____

DATE: 10-4-18

Subs. of Res. No. 95 - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into all necessary contracts regarding the purchase and installation of new baseball park lighting for the Wildwood / Sheboygan A's Mary Testwuide Knauf Baseball Park complex.

WHEREAS, the City is the owner of Wildwood Athletic Complex, which includes the Mary Testwuide Knauf Field at Wildwood Baseball Park, located at 2276 New Jersey Avenue, in the City of Sheboygan; and

WHEREAS, the City and Sheboygan Athletic Club, Inc. desire to make improvements to the lighting at the Mary Testwuide Knauf Field at Wildwood Baseball Park, and desire to share in the costs of this project; and

WHEREAS, once completed, these improvements will have a lower cost of operation, provide better quality illumination, and assist the Sheboygan A's as they attempt to attract additional events to host at the Mary Testwuide Knauf Field at Wildwood Baseball Park, which results in enhanced tourism for the City; and

WHEREAS, the City will source the materials for the lighting improvements from Musco Sports Lighting of Oskaloosa, Iowa, under a national contract with the Sourcewell / NJPA buying consortium; and

WHEREAS, because pricing made available through the Sourcewell / NJPA buying consortium is a national contract, the competitive bidding requirement can be waived; and

WHEREAS, the materials will cost Three Hundred Five Thousand and 00/100 Dollars ($305,000.00), which includes new lighting, light poles, underground foundations, and controls, delivery, and a twenty-five year manufacturer's warranty; and

WHEREAS, the City issued an Invitation to Bidders to obtain installation services for the materials; and

WHEREAS, the lowest responsive and responsible bid for installation services was received from Altmeyer Electric, Inc. ("Altmeyer Electric"); and

WHEREAS, the installation services will cost One Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 Dollars ($187,260.00); and

WHEREAS, an Agreement regarding the installation services is attached to this Resolution; and

WHEREAS, the total cost of the project will be Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars ($492,260.00); and

WHEREAS, the Sheboygan Athletic Club desires to provide financial assistance for the project; and

WHEREAS, the Sheboygan Athletic Club will provide the City with a total of Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars ($412,260.00) toward the Project; and

WHEREAS, this financial assistance will take two forms: (1) payment to the City of Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars ($360,760.00) within thirty (30) days of the approval of this Resolution, and (2) payment to the City of nineteen (19) payments of One Thousand Three Hundred Thirty Three and 55/100 Dollars ($1,333.55) on a monthly basis, beginning in November 2018 and ending in May 2020, and one (1) payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars ($27,467.99) in June 2020, which represents the payment of Fifty One Thousand Five Hundred and 00/100 Dollars ($51,500.00) in principal, plus interest at the rate of two percent (2%) per annum; and

WHEREAS, an Agreement regarding the Sheboygan Athletic Club's financial assistance is attached to this Resolution; and

WHEREAS, in light of the financial assistance from the Sheboygan Athletic Club, the City's ultimate funding responsibility will be Eighty Thousand and 00/100 Dollars ($80,000.00).

NOW THEREFORE, BE IT RESOLVED: That Agreements with Altmeyer Electric and the Sheboygan Athletic Club are approved. The appropriate City officials are authorized to sign Agreements in substantially similar form to the versions attached to this Resolution.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to sign a Purchase Order with Musco Sports Lighting to obtain the materials described in this Resolution and its attachments.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these expenses from Account # 40053000-631100 Capital Improvements Fund in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
ALTMEYER ELECTRIC, INC.

REGARDING THE INSTALLATION OF LIGHTING IMPROVEMENTS AT MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Altmeyer Electric, Inc. ("Altmeyer Electric").

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one of the facilities at the Wildwood Athletic Complex is the Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the City has previously obtained a lighting design from Musco Sports Lighting for the Field; and

WHEREAS, the City is prepared to execute a purchase order for the purchase of the necessary materials to effectuate the lighting design prepared by Musco Sports Lighting; and

WHEREAS, the City requires installation services for the materials ("Services"); and

WHEREAS, Altmeyer Electric desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Altmeyer Electric shall provide all services necessary for the complete installation of the materials: eight (8) new light poles, light fixtures, and pre-fabricated in-ground mounting piers (including concrete back-fill). This shall also include the installation of the necessary underground conduit and electrical feeders, mounting and connecting to the new control cabinets, making all necessary final connections, performing all necessary testing, and restoring the landscape following the completion of the work.

All work shall be done in accordance with the Detailed Plans and Drawings and the Detailed Technical Specifications that were a part of Invitation For Bids # 1947-18 ("Invitation For Bids").

The Invitation For Bids is hereby incorporated into the Agreement by reference as though fully set forth.

Altmeyer Electric shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Altmeyer Electric shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Altmeyer Electric shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Altmeyer Electric's operations, at least three (3) business days, before beginning operations. Altmeyer Electric shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Altmeyer Electric shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Altmeyer Electric.

Altmeyer Electric shall be responsible for disconnecting electricity to the existing lighting and any other utilities that will be or could potentially impacted during the provision of the Services, including—but not limited to—electric feeders, natural gas, water (including irrigation systems), storm sewer, and sanitary sewer services.

Altmeyer Electric shall be responsible for the removal, disassembly, staging, and loading onto trucks of the existing lighting equipment, including the poles, light fixtures, and related controls. This will be coordinated between the City, Altmeyer Electric, and a potential purchaser of the existing lighting equipment.

Article 2. Standard of Care

Altmeyer Electric shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Altmeyer Electric's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Altmeyer Electric's performance. Upon notice to Altmeyer Electric and by mutual agreement between the parties, Altmeyer Electric will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall obtain the new light poles, light fixtures, pre-fabricated in-ground piers and controls with cabinets (collectively the "Materials") and shall arrange for their delivery to the Field. Altmeyer Electric will be responsible for unloading, storage, and staging of the Materials in a suitable location.

The City designates Bernie Ramer as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Altmeyer Electric for all fees and expenses in an amount not to exceed One Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 Dollars ($187,260.00). This includes a Five Thousand and 00/100 Dollar ($5,000) allowance for costs incurred as a result of work to be performed by Alliant Energy. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Altmeyer Electric within forty-five (45) days of receipt of invoice. Altmeyer Electric shall submit an invoice to the City on a monthly basis and shall be based on the percentage complete of the Services described in Article 1. The invoice shall be sent to:

Bernie Ramer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Altmeyer Electric which may adversely affect the City.
- Failure of Altmeyer Electric to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Altmeyer Electric of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Altmeyer Electric shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Altmeyer Electric to perform the work in a timely or satisfactory fashion may result in forfeiture of Altmeyer Electric's Performance Bond.

If the Surety on any bond furnished by Altmeyer Electric becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Altmeyer Electric shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Altmeyer Electric shall complete the Services by January 15, 2019, or within such extra time as may have been allowed by a mutually agreed extension.

The Parties agree that no charges or claims for damages shall be made by Altmeyer Electric for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Altmeyer Electric to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Altmeyer Electric does not complete the Services by the date set forth in Article 7 (as potentially amended), there shall be deducted from any monies due or that may become due to Altmeyer Electric, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars ($100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Altmeyer Electric by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Altmeyer Electric to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Altmeyer Electric shall guarantee the work for a period of one (1) year from the date of Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Altmeyer Electric's Performance Bond. Musco Sports

Lighting's standard twenty-five year manufacturer's warranty shall also apply and be honored by Altmeyer Electric.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City. The approval by the City of alternate material or equipment as being equivalent to that specified shall not in any way relieve Altmeyer Electric of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City shall be the sole and final judge of equivalency.

All materials used by Altmeyer Electric shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Altmeyer Electric shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Altmeyer Electric shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Altmeyer Electric's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Altmeyer Electric is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Altmeyer Electric.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Altmeyer Electric acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Altmeyer Electric must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Altmeyer Electric. Altmeyer Electric shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Altmeyer Electric for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Altmeyer Electric's compensation and the schedule of services.

If Altmeyer Electric defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Altmeyer Electric, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Altmeyer Electric. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Altmeyer Electric, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Altmeyer Electric) shall be less than the sum which would have been payable under the Agreement if it had been completed by Altmeyer Electric, Altmeyer Electric shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Altmeyer Electric will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Altmeyer Electric or its surety for failure to complete the work in the time specified.

Article 13. Default

If Altmeyer Electric breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Altmeyer Electric breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Altmeyer Electric a written notice of default. If Altmeyer Electric, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Altmeyer Electric, as set forth in this Agreement.

Article 14. Identity of Altmeyer Electric
Altmeyer Electric acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Altmeyer Electric. Altmeyer Electric thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Altmeyer Electric. Altmeyer Electric shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Altmeyer Electric's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status
During the entire term of this Agreement, Altmeyer Electric shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Altmeyer Electric shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification
Altmeyer Electric shall save and keep the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement, except as to the negligence of the City or its employees, as to which this Indemnification shall not apply.

Altmeyer Electric shall indemnify the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Altmeyer Electric shall further hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Altmeyer Electric's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 17. Insurance
Altmeyer Electric shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Altmeyer Electric shall not allow any approved

subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Altmeyer Electric shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Altmeyer Electric shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Public Liability and Property Damage Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Damage Insurance (including Contractor's Contingent and Protective Insurance) as will protect Altmeyer Electric and any subcontractor from claims for damages and personal injury (including accidental death) and property damage which may arise from operations under this Agreement, regardless of the cause of the injury. This insurance shall include coverage of at least $2,000,000 per occurrence

Approval of the insurance by the City shall not relieve or decrease the extent to which Altmeyer Electric may be held responsible for payment of damages resulting from Altmeyer Electric's provision of the Services or its operations under this Agreement. If Altmeyer Electric fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Altmeyer Electric declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Altmeyer Electric agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further

agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment
Neither the City nor Altmeyer Electric shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Altmeyer Electric.

Article 23. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination
In connection with the performance of work under this Agreement, Altmeyer Electric agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Altmeyer Electric further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws
In performing the Services under this Agreement, Altmeyer Electric shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Altmeyer Electric fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Altmeyer Electric shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: **Altmeyer Electric:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Altmeyer Electric.

Article 27. Intent to be Bound
The City and Altmeyer Electric each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Altmeyer Electric. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 30. Non-Collusion
Altmeyer Electric is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Altmeyer Electric shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**ALTMEYER ELECTRIC**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Sheboygan Athletic Club, Inc. ("SAC"), a non-stock corporation. Referenced together, the City and the Sheboygan A's are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one portion of the Wildwood Athletic Complex is now known as Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the SAC has sponsored the Sheboygan A's baseball team since 1963; and

WHEREAS, the Parties desire to work collaboratively to improve the lighting at the Field pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City and SAC have been longstanding partners. In 2000, the Parties entered into an Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan for Use of Wildwood Baseball Park ("2000 Agreement"). The First Agreement was amended in 2014 ("Amendment No. 1 to 2000 Agreement"). This Agreement is not intended to amend or replace the 2000 Agreement (as amended) in any way; instead, this Agreement is intended only to address a specific improvement project at the Field.

The Parties observe that the 2000 Agreement states, in relevant part: "The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, improvement or repair of Park facilities estimated to cost in excess of $1,000.00." To the extent approval is necessary for the lighting improvements at the Field, such approval is granted.

2. Purpose.

This Agreement is intended to set forth how the Parties will improve the lighting at the Field (the "Project").

3. The Project.

The Project will result in:

- The removal and salvage of the eight (8) current light poles and fixtures at the Field
- The installation of ~~eight~~ six (86) new light poles and fixtures at the Field, including all necessary electrical work associated with the installation of the new light poles and fixtures (including, but not limited to, footings, foundations and earthworks related to structurally supporting the new light poles, the installation of underground electrical feeders to ~~eight~~ six new light tower bases, and the installation of new electrical control cabinets and connection to electrical power).

The City has determined the total cost of the Project, in accordance with all state and local purchasing requirements. The total cost of the Project will be $305,000 for the purchase of the lighting from Musco Sports Lighting and $187,260 for the installation services to be performed by Altmeyer Electric.

4. Cost-Sharing

The Parties have agreed to share in the cost of the Project. The total Project cost is Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars ($492,260.00).

The City will initially pay for the Project. SAC will reimburse the City for Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars ($412,260.00). The mechanics of the reimbursement are set forth in Section 5, below. This will result in the City paying Eighty Thousand and 00/100 Dollars ($80,000.00) for the Project. In the event that change orders are necessary that increase or decrease the cost of the Project, those increases or decreases shall be borne by SAC. In the event that a change order increases the cost of the Project, SAC shall make payment to the City within thirty (30) days of receiving an invoice from the City for the change order. In the event that a change order decreases the cost of the Project, the Parties shall amend the Loan (including the Amortization Table and Promissory Note) to reflect the actual amount of principal necessary for the total project cost.

5. SAC's Reimbursement to the City

SAC's Reimbursement to the City will be in two stages.

First, within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, SAC will pay Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars ($360,760.00) to the City ("Reimbursement Payment"). The Parties anticipate the Reimbursement Payment will be funded in part by a loan from Bank First

National. In the event the Reimbursement Payment becomes more than fifteen (15) days past due, SAC will pay interest on the Reimbursement Payment equal to five percent (5%) per annum. This interest shall be calculated monthly, and remitted monthly until: (1) the Reimbursement Payment is made or (2) the City terminates this Agreement and the Project due to non-payment.

Additionally, in the event SAC does not make the Reimbursement Payment in a timely manner, and the City terminates its agreements with Musco Sports Lighting or Altmeyer Electric as a result, SAC will make the City whole by paying any amount actually incurred by the City as a termination cost. Before the City incurs any obligation regarding the Project, SAC will provide security satisfactory to the City Attorney and the Finance Director, of its ability to pay any termination costs. By way of example only, this could include a personal guarantee that the City Attorney and the Finance Director believe is sufficient to pay termination costs, or a bond.

Second, SAC will pay the City, beginning November 1, 2018, a total of Fifty One Thousand Five Hundred Dollars plus interest (calculated at two percent (2%) per annum) (the "Loan"). The Loan will be paid back as follows: Nineteen (19) equal payments of One Thousand Three Hundred Thirty Three and 55/100 Dollars ($1,333.55), beginning on November 1, 2018 and continuing through May 1, 2020, and a final payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars ($27,467.99) on June 1, 2020.~~and continuing until June 1, 2020, Two Thousand Six Hundred Twenty and 00/100 Dollars ($2,620.00) per month ("Loan"). This amount will cover the principal of a loan of Fifty One Thousand Five Hundred Dollars plus Two Percent (2%) interest.~~ A Promissory Note regarding the Loan is attached to this Agreement and incorporated herein by reference. The Amortization Schedule of this Loan is set forth below:

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Date of Payment	Total Payment	Interest	Principal	Principal Balance
11/1/2018	~~$2,620~~1333.55	$85.06~~86~~	~~$2,534~~1,248.49	~~$48,996~~50,251.51
12/1/2018	~~2,620~~1333.55	~~82~~82.99	~~2,539~~1,250.56	~~46,427~~49,000.95
1/1/2019	1333.55~~2,620~~	~~77~~80.93	~~2,543~~1,252.62	~~43,884~~47,748.33
2/1/2019	1333.55~~2,620~~	~~73~~78.86	~~2,547~~1,254.69	~~41,337~~46,493.64
3/1/2019	1333.55~~2,620~~	~~69~~76.79	~~2,551~~1,256.76	~~38,785~~45,236.88
4/1/2019	1333.55~~2,620~~	~~65~~74.41	~~2,556~~1,258.84	~~36,230~~43,978.04
5/1/2019	1333.55~~2,620~~	~~60~~72.63	~~2,560~~1,260.92	~~33,670~~42,717.12
6/1/2019	1333.55~~2,620~~	~~56~~70.55	~~2,564~~1,263.00	~~31,106~~41,454.12
7/1/2019	1333.55~~2,620~~	~~52~~68.46	~~2,568~~1,265.09	~~28,537~~40,189.03
8/1/2019	1333.55~~2,620~~	~~48~~66.38	~~2,573~~1,267.17	~~25,964~~38,921.86
9/1/2019	1333.55~~2,620~~	~~43~~64.28	~~2,577~~1,269.27	~~23,387~~37,652.59
10/1/2019	1333.55~~2,620~~	~~39~~62.19	~~2,581~~1,271.36	~~20,806~~36,381.23
11/1/2019	1333.55~~2,620~~	~~35~~60.09	~~2,586~~1,273.46	~~18,220~~35,107.77
12/1/2019	1333.55~~2,620~~	~~30~~57.98	~~2,590~~1,275.57	~~15,630~~33,832.20
1/1/2020	1333.55~~2,620~~	~~26~~55.88	~~2,594~~1,277.67	~~13,036~~32,554.53
2/1/2020	1333.55~~2,620~~	~~22~~53.77	~~2,599~~1,279.78	~~10,438~~31,274.75
3/1/2020	1333.55~~2,620~~	~~17~~51.65	~~2,603~~1,281.90	~~7,835~~29,992.85
4/1/2020	1333.55~~2,620~~	~~13~~49.54	~~2,607~~1,284.01	~~5,228~~28,708.84
5/1/2020	1333.55~~2,620~~	~~9~~47.41	~~2,612~~1,286.14	~~2,616~~27,422.70

6/1/2020	~~2,620~~27,467.99	45.294	~~2,616~~27,422.70	0

6. The City's Responsibilities.

As soon as practicable, upon the execution of this Agreement, and the provision of satisfactory security set forth in Section 5, the City shall enter into agreements with Musco Sports Lighting (regarding the purchase of the necessary materials) and Altmeyer Electric (regarding the necessary installation services) regarding the Project.

As the contracting party with Musco Sports Lighting and Altmeyer Electric, it shall be the City (as opposed to SAC) that is responsible to ensure the work is accomplished appropriately.

7. Ownership of the Project.

In accordance with the 2000 Agreement, the Project—as an improvement to the Field—shall be owned by the City.

8. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Project is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the City and SAC.

c. *No Waiver.* No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or SAC. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to the SAC shall be addressed to:

Sheboygan Athletic Club
P.O. Box 32
Sheboygan, Wisconsin 53082

Notices to the City shall be addressed to:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Either Party may change its address for notice purposes at any time by providing notice to the other party in writing.

f. *Third Party Rights.* This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *Authority.* Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

i. *Termination.* In the event the Reimbursement Payment is not made within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, the City may terminate this Agreement. In the event that the City terminates this Agreement, SAC will make the City whole by paying any amount actually incurred (including reasonable attorneys fees) by the City as a termination cost within sixty (60) days of receipt of an invoice from the City regarding the termination costs.

~~*Remainder of page intentionally left blank.*~~

j. *Neither Party the Drafter.* Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN	**SHEBOYGAN ATHLETIC CLUB, INC.**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____ Scott Stangel, President
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

PROMISSORY NOTE

$51,500

Sheboygan, Wisconsin
October ____, 2018

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Fifty One Thousand Five Hundred and 00/100 Dollars ($51,500.00), with interest on all unpaid balances computed monthly from November 1, 2018 until paid at the rate of two percent (2%) per annum. Principal and interest shall be payable monthly in installments of One Thousand Three Hundred Thirty Three and 55/100 Dollars ($1,333.55) per month, beginning on the 1st day of November, 2018 and continuing to May 1, 2020. The final installment shall consist of a payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars ($27,467.99) and shall be due on June 1, 2020. The Amortization Schedule for this Promissory Note is found in the Agreement Between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park~~, principal and interest to be payable monthly in installments of Two Thousand Six Hundred Twenty and 00/100 Dollars ($2,620.00) per month on the first day of each month, commencing on the 1st day of November, 2018, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the 1st day of June, 2020.~~

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This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this 9th day of OCTOBER, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Sheboygan Athletic Club, Inc. ("SAC"), a non-stock corporation. Referenced together, the City and the Sheboygan A's are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one portion of the Wildwood Athletic Complex is now known as Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the SAC has sponsored the Sheboygan A's baseball team since 1963; and

WHEREAS, the Parties desire to work collaboratively to improve the lighting at the Field pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City and SAC have been longstanding partners. In 2000, the Parties entered into an Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan for Use of Wildwood Baseball Park ("2000 Agreement"). The First Agreement was amended in 2014 ("Amendment No. 1 to 2000 Agreement"). This Agreement is not intended to amend or replace the 2000 Agreement (as amended) in any way; instead, this Agreement is intended only to address a specific improvement project at the Field.

The Parties observe that the 2000 Agreement states, in relevant part: "The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, improvement or repair of Park facilities estimated to cost in excess of $1,000.00." To the extent approval is necessary for the lighting improvements at the Field, such approval is granted.

2. Purpose.

This Agreement is intended to set forth how the Parties will improve the lighting at the Field (the "Project").

3. The Project.

The Project will result in:

- The removal and salvage of the eight (8) current light poles and fixtures at the Field
- The installation of six (6) new light poles and fixtures at the Field, including all necessary electrical work associated with the installation of the new light poles and fixtures (including, but not limited to, footings, foundations and earthworks related to structurally supporting the new light poles, the installation of underground electrical feeders to six new light tower bases, and the installation of new electrical control cabinets and connection to electrical power).

The City has determined the total cost of the Project, in accordance with all state and local purchasing requirements. The total cost of the Project will be $305,000 for the purchase of the lighting from Musco Sports Lighting and $187,260 for the installation services to be performed by Altmeyer Electric.

4. Cost-Sharing

The Parties have agreed to share in the cost of the Project. The total Project cost is Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars ($492,260.00).

The City will initially pay for the Project. SAC will reimburse the City for Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars ($412,260.00). The mechanics of the reimbursement are set forth in Section 5, below. This will result in the City paying Eighty Thousand and 00/100 Dollars ($80,000.00) for the Project. In the event that change orders are necessary that increase or decrease the cost of the Project, those increases or decreases shall be borne by SAC. In the event that a change order increases the cost of the Project, SAC shall make payment to the City within thirty (30) days of receiving an invoice from the City for the change order. In the event that a change order decreases the cost of the Project, the Parties shall amend the Loan (including the Amortization Table and Promissory Note) to reflect the actual amount of principal necessary for the total project cost.

5. SAC's Reimbursement to the City

SAC's Reimbursement to the City will be in two stages.

First, within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, SAC will pay Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars ($360,760.00) to the City ("Reimbursement Payment"). The Parties anticipate the Reimbursement Payment will be funded in part by a loan from Bank First

National. In the event the Reimbursement Payment becomes more than fifteen (15) days past due. SAC will pay interest on the Reimbursement Payment equal to five percent (5%) per annum. This interest shall be calculated monthly, and remitted monthly until: (1) the Reimbursement Payment is made or (2) the City terminates this Agreement and the Project due to non-payment.

Additionally, in the event SAC does not make the Reimbursement Payment in a timely manner, and the City terminates its agreements with Musco Sports Lighting or Altmeyer Electric as a result, SAC will make the City whole by paying any amount actually incurred by the City as a termination cost. Before the City incurs any obligation regarding the Project, SAC will provide security satisfactory to the City Attorney and the Finance Director, of its ability to pay any termination costs. By way of example only, this could include a personal guarantee that the City Attorney and the Finance Director believe is sufficient to pay termination costs, or a bond.

Second, SAC will pay the City, beginning November 1, 2018, a total of Fifty One Thousand Five Hundred Dollars plus interest (calculated at two percent (2%) per annum) (the "Loan"). The Loan will be paid back as follows: Nineteen (19) equal payments of One Thousand Three Hundred Thirty Three and 55/100 Dollars ($1,333.55), beginning on November 1, 2018 and continuing through May 1, 2020, and a final payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars ($27,467.99) on June 1, 2020. A Promissory Note regarding the Loan is attached to this Agreement and incorporated herein by reference. The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
11/1/2018	$1333.55	$85.06	$1,248.49	$50,251.51
12/1/2018	1333.55	82.99	1,250.56	49,000.95
1/1/2019	1333.55	80.93	1,252.62	47,748.33
2/1/2019	1333.55	78.86	1,254.69	46,493.64
3/1/2019	1333.55	76.79	1,256.76	45,236.88
4/1/2019	1333.55	74.41	1,258.84	43,978.04
5/1/2019	1333.55	72.63	1,260.92	42,717.12
6/1/2019	1333.55	70.55	1,263.00	41,454.12
7/1/2019	1333.55	68.46	1,265.09	40,189.03
8/1/2019	1333.55	66.38	1,267.17	38,921.86
9/1/2019	1333.55	64.28	1,269.27	37,652.59
10/1/2019	1333.55	62.19	1,271.36	36,381.23
11/1/2019	1333.55	60.09	1,273.46	35,107.77
12/1/2019	1333.55	57.98	1,275.57	33,832.20
1/1/2020	1333.55	55.88	1,277.67	32,554.53
2/1/2020	1333.55	53.77	1,279.78	31,274.75
3/1/2020	1333.55	51.65	1,281.90	29,992.85
4/1/2020	1333.55	49.54	1,284.01	28,708.84
5/1/2020	1333.55	47.41	1,286.14	27,422.70
6/1/2020	27,467.99	45.29	27,422.70	0

6. The City's Responsibilities.

As soon as practicable, upon the execution of this Agreement, and the provision of satisfactory security set forth in Section 5, the City shall enter into agreements with Musco Sports Lighting (regarding the purchase of the necessary materials) and Altmeyer Electric (regarding the necessary installation services) regarding the Project.

As the contracting party with Musco Sports Lighting and Altmeyer Electric, it shall be the City (as opposed to SAC) that is responsible to ensure the work is accomplished appropriately.

7. Ownership of the Project.

In accordance with the 2000 Agreement, the Project—as an improvement to the Field—shall be owned by the City.

8. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Project is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the City and SAC.

c. *No Waiver.* No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or SAC. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to the SAC shall be addressed to:

Sheboygan Athletic Club
P.O. Box 32
Sheboygan, Wisconsin 53082

Notices to the City shall be addressed to:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Either Party may change its address for notice purposes at any time by providing notice to the other party in writing.

f. *Third Party Rights.* This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *Authority.* Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

i. *Termination.* In the event the Reimbursement Payment is not made within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, the City may terminate this Agreement. In the event that the City terminates this Agreement, SAC will make the City whole by paying any amount actually incurred (including reasonable attorneys fees) by the City as a termination cost within sixty (60) days of receipt of an invoice from the City regarding the termination costs.

j. *Neither Party the Drafter.* Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 10-10-18

SHEBOYGAN ATHLETIC CLUB, INC.

BY: _____
Scott Stangel, President

ATTEST: _____

DATE: 10-9-18

PROMISSORY NOTE

$51,500

Sheboygan, Wisconsin
October 9, 2018

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Fifty One Thousand Five Hundred and 00/100 Dollars ($51,500.00), with interest on all unpaid balances computed monthly from November 1, 2018 until paid at the rate of two percent (2%) per annum. Principal and interest shall be payable monthly in installments of One Thousand Three Hundred Thirty Three and 55/100 Dollars ($1,333.55) per month, beginning on the 1st day of November, 2018 and continuing to May 1, 2020. The final installment shall consist of a payment of Twenty Seven Thousand Four Hundred Sixty Seven and 99/100 Dollars ($27,467.99) and shall be due on June 1, 2020. The Amortization Schedule for this Promissory Note is found in the Agreement Between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: Scott A Stangel

Printed Name: Scott A. Stangel

Title: President

Date: 10-9-18

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. October 1, 2018.

Your Committee to whom was referred Res. No. 95-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization; recommends approving the Substitute Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Subs of Res. No. 95 - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into all necessary contracts regarding the purchase and installation of new baseball park lighting for the Wildwood / Sheboygan A's Mary Testwuide Knauf Baseball Park complex.

WHEREAS, the City is the owner of Wildwood Athletic Complex, which includes the Mary Testwuide Knauf Field at Wildwood Baseball Park, located at 2276 New Jersey Avenue, in the City of Sheboygan; and

WHEREAS, the City and Sheboygan Athletic Club, Inc. desire to make improvements to the lighting at the Mary Testwuide Knauf Field at Wildwood Baseball Park, and desire to share in the costs of this project; and

WHEREAS, once completed, these improvements will have a lower cost of operation, provide better quality illumination, and assist the Sheboygan A's as they attempt to attract additional events to host at the Mary Testwuide Knauf Field at Wildwood Baseball Park, which results in enhanced tourism for the City; and

WHEREAS, the City will source the materials for the lighting improvements from Musco Sports Lighting of Oskaloosa, Iowa, under a national contract with the Sourcewell / NJPA buying consortium; and

WHEREAS, because pricing made available through the Sourcewell / NJPA buying consortium is a national contract, the competitive bidding requirement can be waived; and

WHEREAS, the materials will cost Three Hundred Five Thousand and 00/100 Dollars ($305,000.00), which includes new lighting, light poles, underground foundations, and controls, delivery, and a twenty-five year manufacturer's warranty; and

WHEREAS, the City issued an Invitation to Bidders to obtain installation services for the materials; and

WHEREAS, the lowest responsive and responsible bid for installation services was received from Altmeyer Electric, Inc. ("Altmeyer Electric"); and

WHEREAS, the installation services will cost One Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 Dollars ($187,260.00); and

WHEREAS, an Agreement regarding the installation services is attached to this Resolution; and

WHEREAS, the total cost of the project will be Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars ($492,260.00); and

WHEREAS, the Sheboygan Athletic Club desires to provide financial assistance for the project; and

WHEREAS, the Sheboygan Athletic Club will provide the City with a total of Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars ($412,260.00) toward the Project; and

WHEREAS, this financial assistance will take two forms: (1) payment to the City of Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars ($360,760.00) within thirty (30) days of the approval of this Resolution, and (2) payment to the City of twenty (20) equal payments of Two Thousand Six Hundred Twenty and 00/100 Dollars ($2,620.00) on a monthly basis, beginning in November 2018 and ending in June 2020, which represents the payment of Fifty One Thousand Five Hundred and 00/100 Dollars ($51,500.00) in principal, plus interest at the rate of two percent (2%) per annum; and

WHEREAS, an Agreement regarding the Sheboygan Athletic Club's financial assistance is attached to this Resolution; and

WHEREAS, in light of the financial assistance from the Sheboygan Athletic Club, the City's ultimate funding responsibility will be Eighty Thousand and 00/100 Dollars ($80,000.00).

NOW THEREFORE, BE IT RESOLVED: That Agreements with Altmeyer Electric and the Sheboygan Athletic Club are approved. The appropriate City officials are authorized to sign Agreements in substantially similar form to the versions attached to this Resolution.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to sign a Purchase Order with Musco Sports Lighting to obtain the materials described in this Resolution and its attachments.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these expenses from Account #40053000-631100 Capital Improvements Fund in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Sheboygan Athletic Club, Inc. ("SAC"), a non-stock corporation. Referenced together, the City and the Sheboygan A's are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one portion of the Wildwood Athletic Complex is now known as Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the SAC has sponsored the Sheboygan A's baseball team since 1963; and

WHEREAS, the Parties desire to work collaboratively to improve the lighting at the Field pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Other Agreements between the Parties.

The City and SAC have been longstanding partners. In 2000, the Parties entered into an Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan for Use of Wildwood Baseball Park ("2000 Agreement"). The First Agreement was amended in 2014 ("Amendment No. 1 to 2000 Agreement"). This Agreement is not intended to amend or replace the 2000 Agreement (as amended) in any way; instead, this Agreement is intended only to address a specific improvement project at the Field.

The Parties observe that the 2000 Agreement states, in relevant part: "The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, improvement or repair of Park facilities estimated to cost in excess of $1,000.00." To the extent approval is necessary for the lighting improvements at the Field, such approval is granted.

2. Purpose.

This Agreement is intended to set forth how the Parties will improve the lighting at the Field (the "Project").

3. The Project.

The Project will result in:

- The removal and salvage of the eight (8) current light poles and fixtures at the Field
- The installation of eight (8) new light poles and fixtures at the Field, including all necessary electrical work associated with the installation of the new light poles and fixtures (including, but not limited to, the installation of underground electrical feeders to eight new light tower bases, and the installation of new electrical control cabinets and connection to electrical power).

The City has determined the total cost of the Project, in accordance with all state and local purchasing requirements. The total cost of the Project will be $305,000 for the purchase of the lighting from Musco Sports Lighting and $187,260 for the installation services to be performed by Altmeyer Electric.

4. Cost-Sharing

The Parties have agreed to share in the cost of the Project. The total Project cost is Four Hundred Ninety Two Thousand Two Hundred Sixty and 00/100 Dollars ($492,260.00).

The City will initially pay for the Project. SAC will reimburse the City for Four Hundred Twelve Thousand Two Hundred Sixty and 00/100 Dollars ($412,260.00). The mechanics of the reimbursement are set forth in Section 5, below. This will result in the City paying Eighty Thousand and 00/100 Dollars ($80,000.00) for the Project. In the event that change orders are necessary that increase or decrease the cost of the Project, those increases or decreases shall be borne by SAC. In the event that a change order increases the cost of the Project, SAC shall make payment to the City within thirty (30) days of receiving an invoice from the City for the change order. In the event that a change order decreases the cost of the Project, the Parties shall amend the Loan (including the Amortization Table and Promissory Note) to reflect the actual amount of principal necessary for the total project cost.

5. SAC's Reimbursement to the City

SAC's Reimbursement to the City will be in two stages.

First, within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, SAC will pay Three Hundred Sixty Thousand Seven Hundred Sixty and 00/100 Dollars ($360,760.00) to the City ("Reimbursement Payment"). The Parties anticipate the Reimbursement Payment will be funded by a loan from Bank First National. In the event the Reimbursement Payment becomes more than fifteen (15) days past due, SAC will

pay interest on the Reimbursement Payment equal to five percent (5%) per annum. This interest shall be calculated monthly, and remitted monthly until: (1) the Reimbursement Payment is made or (2) the City terminates this Agreement and the Project due to non-payment.

Additionally, in the event SAC does not make the Reimbursement Payment in a timely manner, and the City terminates its agreements with Musco Sports Lighting or Altmeyer Electric as a result, SAC will make the City whole by paying any amount actually incurred by the City as a termination cost. Before the City incurs any obligation regarding the Project, SAC will provide security satisfactory to the City Attorney and the Finance Director, of its ability to pay any termination costs. By way of example only, this could include a personal guarantee that the City Attorney and the Finance Director believe is sufficient to pay termination costs, or a bond.

Second, SAC will pay the City, beginning November 1, 2018 and continuing until June 1, 2020, Two Thousand Six Hundred Twenty and 00/100 Dollars ($2,620.00) per month ("Loan"). This amount will cover the principal of a loan of Fifty One Thousand Five Hundred Dollars plus Two Percent (2%) interest. A Promissory Note is attached to this Agreement and incorporated herein by reference. The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
11/1/2018	$2,620	$86	$2,534	$48,996
12/1/2018	2,620	82	2,539	46,427
1/1/2019	2,620	77	2,543	43,884
2/1/2019	2,620	73	2,547	41,337
3/1/2019	2,620	69	2,551	38,785
4/1/2019	2,620	65	2,556	36,230
5/1/2019	2,620	60	2,560	33,670
6/1/2019	2,620	56	2,564	31,106
7/1/2019	2,620	52	2,568	28,537
8/1/2019	2,620	48	2,573	25,964
9/1/2019	2,620	43	2,577	23,387
10/1/2019	2,620	39	2,581	20,806
11/1/2019	2,620	35	2,586	18,220
12/1/2019	2,620	30	2,590	15,630
1/1/2020	2,620	26	2,594	13,036
2/1/2020	2,620	22	2,599	10,438
3/1/2020	2,620	17	2,603	7,835
4/1/2020	2,620	13	2,607	5,228
5/1/2020	2,620	9	2,612	2,616
6/1/2020	2,620	4	2,616	0

6. The City's Responsibilities.

As soon as practicable, upon the execution of this Agreement, and the provision of satisfactory security set forth in Section 5, the City shall enter into agreements with Musco

Sports Lighting (regarding the purchase of the necessary materials) and Altmeyer Electric. (regarding the necessary installation services) regarding the Project.

As the contracting party with Musco Sports Lighting and Altmeyer Electric, it shall be the City (as opposed to SAC) that is responsible to ensure the work is accomplished appropriately.

7. Ownership of the Project.

In accordance with the 2000 Agreement, the Project—as an improvement to the Field—shall be owned by the City.

8. General Terms.

a. *Entire Agreement.* The entire agreement of the Parties regarding the Project is contained herein. This Agreement supersedes any and all oral contracts and negotiations between the parties.

b. *Amendments.* This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the City and SAC.

c. *No Waiver.* No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or SAC. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

d. *Severability.* It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

e. *Notice.*

Notices to the SAC shall be addressed to:

Sheboygan Athletic Club

P.O. Box 32
Sheboygan, Wisconsin 53082

Notices to the City shall be addressed to:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Either Party may change its address for notice purposes at any time by providing notice to the other party in writing.

f. *Third Party Rights.* This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including—but not limited to—employees of either of the parties.

g. *Choice of Law and Venue.* This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

h. *Authority.* Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

i. *Termination.* In the event the Reimbursement Payment is not made within thirty (30) days of the Common Council of the City of Sheboygan's approval of this Agreement, the City may terminate this Agreement. In the event that the City terminates this Agreement, SAC will make the City whole by paying any amount actually incurred (including reasonable attorneys fees) by the City as a termination cost within sixty (60) days of receipt of an invoice from the City regarding the termination costs.

Remainder of page intentionally left blank.

j. *Neither Party the Drafter.* Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers on the day and year first written above:

CITY OF SHEBOYGAN, WISCONSIN	**SHEBOYGAN ATHLETIC CLUB, INC.**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____ Scott Stangel, President
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

PROMISSORY NOTE

$51,500

Sheboygan, Wisconsin
October ____, 2018

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Fifty One Thousand Five Hundred and 00/100 Dollars ($51,500.00), with interest on all unpaid balances computed monthly from November 1, 2018 until paid at the rate of two percent (2%) per annum, principal and interest to be payable monthly in installments of Two Thousand Six Hundred Twenty and 00/100 Dollars ($2,620.00) per month on the first day of each month, commencing on the 1st day of November, 2018, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the 1st day of June, 2020.

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
ALTMEYER ELECTRIC, INC.

REGARDING THE INSTALLATION OF LIGHTING IMPROVEMENTS AT MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2018 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Altmeyer Electric, Inc. ("Altmeyer Electric").

WITNESSETH:

WHEREAS, the City is the owner of Wildwood Athletic Complex, located at 2276 New Jersey Ave. in Sheboygan, Wisconsin; and

WHEREAS, one of the facilities at the Wildwood Athletic Complex is the Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Field"); and

WHEREAS, the City has previously obtained a lighting design from Musco Sports Lighting for the Field; and

WHEREAS, the City is prepared to execute a purchase order for the purchase of the necessary materials to effectuate the lighting design prepared by Musco Sports Lighting; and

WHEREAS, the City requires installation services for the materials ("Services"); and

WHEREAS, Altmeyer Electric desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Altmeyer Electric shall provide all services necessary for the complete installation of the materials: eight (8) new light poles, light fixtures, and pre-fabricated in-ground mounting piers (including concrete back-fill). This shall also include the installation of the necessary underground conduit and electrical feeders, mounting and connecting to the new control cabinets, making all necessary final connections, performing all necessary testing, and restoring the landscape following the completion of the work.

All work shall be done in accordance with the Detailed Plans and Drawings and the Detailed Technical Specifications that were a part of Invitation For Bids # 1947-18 ("Invitation For Bids").

The Invitation For Bids is hereby incorporated into the Agreement by reference as though fully set forth.

Altmeyer Electric shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Altmeyer Electric shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Altmeyer Electric shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Altmeyer Electric's operations, at least three (3) business days, before beginning operations. Altmeyer Electric shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Altmeyer Electric shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Altmeyer Electric.

Altmeyer Electric shall be responsible for disconnecting electricity to the existing lighting and any other utilities that will be or could potentially impacted during the provision of the Services, including—but not limited to—electric feeders, natural gas, water (including irrigation systems), storm sewer, and sanitary sewer services.

Altmeyer Electric shall be responsible for the removal, disassembly, staging, and loading onto trucks of the existing lighting equipment, including the poles, light fixtures, and related controls. This will be coordinated between the City, Altmeyer Electric, and a potential purchaser of the existing lighting equipment.

Article 2. Standard of Care

Altmeyer Electric shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Altmeyer Electric's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Altmeyer Electric's performance. Upon notice to Altmeyer Electric and by mutual agreement between the parties, Altmeyer Electric will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall obtain the new light poles, light fixtures, pre-fabricated in-ground piers and controls with cabinets (collectively the "Materials") and shall arrange for their delivery to the Field. Altmeyer Electric will be responsible for unloading, storage, and staging of the Materials in a suitable location.

The City designates Bernie Ramer as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Altmeyer Electric for all fees and expenses in an amount not to exceed One Hundred Eighty Seven Thousand Two Hundred Sixty and 00/100 Dollars ($187,260.00). This includes a Five Thousand and 00/100 Dollar ($5,000) allowance for costs incurred as a result of work to be performed by Alliant Energy. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Altmeyer Electric within forty-five (45) days of receipt of invoice. Altmeyer Electric shall submit an invoice to the City on a monthly basis and shall be based on the percentage complete of the Services described in Article 1. The invoice shall be sent to:

Bernie Ramer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Altmeyer Electric which may adversely affect the City.
- Failure of Altmeyer Electric to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Altmeyer Electric of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond
Altmeyer Electric shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Altmeyer Electric to perform the work in a timely or satisfactory fashion may result in forfeiture of Altmeyer Electric's Performance Bond.

If the Surety on any bond furnished by Altmeyer Electric becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Altmeyer Electric shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule
Altmeyer Electric shall complete the Services by December 15, 2018, or within such extra time as may have been allowed by a mutually agreed extension.

The Parties agree that no charges or claims for damages shall be made by Altmeyer Electric for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Altmeyer Electric to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages
In the event that Altmeyer Electric does not complete the Services by the date set forth in Article 7 (as potentially amended), there shall be deducted from any monies due or that may become due to Altmeyer Electric, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars ($100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Altmeyer Electric by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Altmeyer Electric to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials
Altmeyer Electric shall guarantee the work for a period of one (1) year from the date of Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Altmeyer Electric's Performance Bond. Musco Sports

Lighting's standard twenty-five year manufacturer's warranty shall also apply and be honored by Altmeyer Electric.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City. The approval by the City of alternate material or equipment as being equivalent to that specified shall not in any way relieve Altmeyer Electric of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City shall be the sole and final judge of equivalency.

All materials used by Altmeyer Electric shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Altmeyer Electric shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Altmeyer Electric shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Altmeyer Electric's Superintendant of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Altmeyer Electric is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Altmeyer Electric.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Altmeyer Electric acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Altmeyer Electric must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Altmeyer Electric. Altmeyer Electric shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Altmeyer Electric for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Altmeyer Electric's compensation and the schedule of services.

If Altmeyer Electric defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Altmeyer Electric, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Altmeyer Electric. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Altmeyer Electric, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Altmeyer Electric) shall be less than the sum which would have been payable under the Agreement if it had been completed by Altmeyer Electric, Altmeyer Electric shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Altmeyer Electric will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Altmeyer Electric or its surety for failure to complete the work in the time specified.

Article 13. Default

If Altmeyer Electric breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Altmeyer Electric breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Altmeyer Electric a written notice of default. If Altmeyer Electric, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Altmeyer Electric, as set forth in this Agreement.

Article 14. Identity of Altmeyer Electric
Altmeyer Electric acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Altmeyer Electric. Altmeyer Electric thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Altmeyer Electric. Altmeyer Electric shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Altmeyer Electric's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status
During the entire term of this Agreement, Altmeyer Electric shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Altmeyer Electric shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification
Altmeyer Electric shall save and keep the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement, except as to the negligence of the City or its employees, as to which this Indemnification shall not apply.

Altmeyer Electric shall indemnify the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Altmeyer Electric shall further hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Altmeyer Electric's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 17. Insurance
Altmeyer Electric shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Altmeyer Electric shall not allow any approved

subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Altmeyer Electric shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Altmeyer Electric shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Public Liability and Property Damage Insurance – Altmeyer Electric shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Damage Insurance (including Contractor's Contingent and Protective Insurance) as will protect Altmeyer Electric and any subcontractor from claims for damages and personal injury (including accidental death) and property damage which may arise from operations under this Agreement, regardless of the cause of the injury. This insurance shall include coverage of at least $2,000,000 per occurrence

Approval of the insurance by the City shall not relieve or decrease the extent to which Altmeyer Electric may be held responsible for payment of damages resulting from Altmeyer Electric's provision of the Services or its operations under this Agreement. If Altmeyer Electric fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Altmeyer Electric declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Altmeyer Electric agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further

agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment
Neither the City nor Altmeyer Electric shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Altmeyer Electric.

Article 23. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination
In connection with the performance of work under this Agreement, Altmeyer Electric agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Altmeyer Electric further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws
In performing the Services under this Agreement, Altmeyer Electric shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Altmeyer Electric fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Altmeyer Electric shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: **Altmeyer Electric:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Altmeyer Electric.

Article 27. Intent to be Bound
The City and Altmeyer Electric each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Altmeyer Electric. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 30. Non-Collusion
Altmeyer Electric is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Altmeyer Electric shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**ALTMEYER ELECTRIC**
BY: _____	**BY:** _____
Michael J. Vandersteen, Mayor	
ATTEST: _____	**ATTEST:** _____
Meredith DeBruin, City Clerk	
DATE: _____	**DATE:** _____

III

Other Matters

7.2

Res. No. 95 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization.

WHEREAS; The City of Sheboygan and the Sheboygan A's organization have agreed upon a project to replace and upgrade the ball park lighting on a cost share basis. The new LED lighting will operate much more economically and provide a better quality of illumination. The new lighting will also assist the Sheboygan A's organization in an attempt to attract more regional tournaments which results in enhanced tourism for the City.

WHEREAS; the new lighting, including light poles, underground foundations and controls will be purchased from Musco Sports Lighting of Oskaloosa, IA under a national contract with the Sourcewell/NJPA buying consortium. Because this is a national contract, the need for competitive bidding can be waived. The total cost of the lighting, including delivery is $ 305,000.00 and:

WHEREAS; the installation portion of the lighting project was put to competitive bidding. Two bids were received with the lowest responsive bid from Altmeyer Electric of Sheboygan, WI at a total cost including Alternate # 1 Removal of old lighting and poles and Alternate # 2 Removal of the old scoreboard of $187,260.00 and;

WHEREAS; Because the agreement between the City and the Sheboygan A's involves direct reimbursement to the city by the Sheboygan A's as well as a loan the approval of this project by the Common Council is contingent upon satisfactory completion of a repayment agreement and/or promissory note between the parties to be drafted by the City of Sheboygan City Attorney.

WHEREAS: The funding breakdown is as follows:
City of Sheboygan contribution: $ 80,000.00, a City of Sheboygan Loan to the Sheboygan A's of $ 51,500.00. and a pledged contribution by the Sheboygan A's organization of $360,760.00

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Musco Sports Lighting of Oskaloosa IA in the amount of $ 305,000 and Altmeyer Electric of Sheboygan WI in the amount of $ 187,260 with the stipulation that a satisfactory agreement for reimbursement to the City can be completed between the parties.

Public Works
9-11-18 Hold
9-25-18 approve

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these expenses from Account # 40053000-631100 Capital Improvements Fund in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 1, 2018.

Your Committee to whom was referred Res. No. 98-18-19 by Alderpersons Rindfleisch and Bohren providing for the sale of approximately $5,100,000 General Obligation Refunding Bonds and approximately $3,650,000 General Obligation Refunding Bonds; recommends approving the Resolution.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 98 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $5,100,000 GENERAL OBLIGATION REFUNDING BONDS AND APPROXIMATELY $3,650,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $8,750,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable Note Anticipation Notes, dated July 2, 2018; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of two series of general obligation refunding bonds, one on a tax-exempt and one on a taxable basis, pursuant to Section 67.04, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue its General Obligation Refunding Bonds in a principal amount of approximately $5,100,000 and its Taxable General Obligation Refunding Bonds in a principal amount of approximately $3,650,000 (collectively, the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Official Notices of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notices of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of complete Official Notices of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance + Personnel approve

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Gerald Ruffolo

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____day of _____, 2018.

Dated _____, 20__. _____, City Clerk

Approved _____, 20__. _____, Mayor

City of Sheboygan

$3,800,000 Taxable G.O. Refunding Bonds (TID 18)
Dated: Dec 5, 2018 (Capitalized Interest 2019 and 2020)
Preliminary 9-26-18

$3,800,000 Taxable G.O. Refunding Bonds (TID 18) - Sources & Uses

Dated 12/05/2018 | Delivered 12/05/2018

Sources Of Funds

G.O. Refunding Bonds (Taxable)	$3,800,000.00
Investment Earnings @ 1.75%	10,000.00
Total Sources	**$3,810,000.00**

Uses Of Funds

Iest. Issuance Expenses Paid by Underwriter (Municipal Advisor, Bond Counsel, Underwriter)	67,650.00
Issuance Expenses Paid by City (Portion of Moodys)	6,700.00
Deposit to Capitalized Interet Fund for 2019 and 2020 Interest Payments	277,708.56
Pay Off Portion of 2018 Taxable NAN (P&I) $3,462,900 less $13,207.20 NAN Premium)	3,449,692.80
Excess Proceeds Deposited to Debt Service	8,248.64
Total Uses	**$3,810,000.00**

City of Sheboygan

$3,800,000 Taxable G.O. Refunding Bonds (TID 18)
Dated: Dec 5, 2018 (Capitalized Interest 2019 and 2020)
Preliminary 9-26-18

$3,800,000 Taxable G.O. Refunding Bonds (TID 18) Est. Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/05/2018	-	-	-	-	-
06/01/2019	-	-	68,263.56	68,263.56	-
12/01/2019	-	-	69,815.00	69,815.00	138,078.56
06/01/2020	-	-	69,815.00	69,815.00	-
12/01/2020	-	-	69,815.00	69,815.00	139,630.00
06/01/2021	-	-	69,815.00	69,815.00	-
12/01/2021	155,000.00	3.000%	69,815.00	224,815.00	294,630.00
06/01/2022	-	-	67,490.00	67,490.00	-
12/01/2022	160,000.00	3.050%	67,490.00	227,490.00	294,980.00
06/01/2023	-	-	65,050.00	65,050.00	-
12/01/2023	165,000.00	3.200%	65,050.00	230,050.00	295,100.00
06/01/2024	-	-	62,410.00	62,410.00	-
12/01/2024	170,000.00	3.300%	62,410.00	232,410.00	294,820.00
06/01/2025	-	-	59,605.00	59,605.00	-
12/01/2025	175,000.00	3.350%	59,605.00	234,605.00	294,210.00
06/01/2026	-	-	56,673.75	56,673.75	-
12/01/2026	185,000.00	3.400%	56,673.75	241,673.75	298,347.50
06/01/2027	-	-	53,528.75	53,528.75	-
12/01/2027	190,000.00	3.450%	53,528.75	243,528.75	297,057.50
06/01/2028	-	-	50,251.25	50,251.25	-
12/01/2028	195,000.00	3.550%	50,251.25	245,251.25	295,502.50
06/01/2029	-	-	46,790.00	46,790.00	-
12/01/2029	200,000.00	3.650%	46,790.00	246,790.00	293,580.00
06/01/2030	-	-	43,140.00	43,140.00	-
12/01/2030	210,000.00	3.700%	43,140.00	253,140.00	296,280.00
06/01/2031	-	-	39,255.00	39,255.00	-
12/01/2031	215,000.00	3.750%	39,255.00	254,255.00	293,510.00
06/01/2032	-	-	35,223.75	35,223.75	-
12/01/2032	225,000.00	3.800%	35,223.75	260,223.75	295,447.50
06/01/2033	-	-	30,948.75	30,948.75	-
12/01/2033	235,000.00	3.850%	30,948.75	265,948.75	296,897.50
06/01/2034	-	-	26,425.00	26,425.00	-
12/01/2034	245,000.00	3.900%	26,425.00	271,425.00	297,850.00
06/01/2035	-	-	21,647.50	21,647.50	-
12/01/2035	255,000.00	3.950%	21,647.50	276,647.50	298,295.00
06/01/2036	-	-	16,611.25	16,611.25	-
12/01/2036	260,000.00	4.000%	16,611.25	276,611.25	293,222.50
06/01/2037	-	-	11,411.25	11,411.25	-
12/01/2037	275,000.00	4.050%	11,411.25	286,411.25	297,822.50
06/01/2038	-	-	5,842.50	5,842.50	-
12/01/2038	285,000.00	4.100%	5,842.50	290,842.50	296,685.00
Total	**$3,800,000.00**	**-**	**$1,801,946.06**	**$5,601,946.06**	**-**

Debt Service Schedule

Yield Statistics

Bond Year Dollars	$47,322.78
Average Life	12.453 Years
Average Coupon	3.8077774%
Net Interest Cost (NIC)	3.9507319%
True Interest Cost (TIC)	3.9752274%
Bond Yield for Arbitrage Purposes	3.7872703%
All Inclusive Cost (AIC)	3.9940965%

IRS Form 8038

Net Interest Cost	3.8077774%
Weighted Average Maturity	12.453 Years

City of Sheboygan

$3,800,000 Taxable G.O. Refunding Bonds (TID 18)
Dated: Dec 5, 2018 (Capitalized Interest 2019 and 2020)
Preliminary 9-26-18

$3.8 Million G.O. Ref Bonds Est. Debt Service Combined with 2018 NANs Interest

Calendar Year	Principal	Coupon	Estimated Interest	2018 G.O. Ref Bonds Est D/S	Capitalized Interest	2018 NAN Interest Not Capitalized	Combined Est. Debt Serv
2018	-	-	-	-	-	-	-
2019	-	-	138,078.56	138,078.56	(138,078.56)	-	-
2020	-	-	139,630.00	139,630.00	(139,630.00)	380,263.00	380,263.00
2021	155,000.00	3.000%	139,630.00	294,630.00	-	380,263.00	674,893.00
2022	160,000.00	3.050%	134,980.00	294,980.00	-	190,131.00	485,111.00
2023	165,000.00	3.200%	130,100.00	295,100.00	-	-	295,100.00
2024	170,000.00	3.300%	124,820.00	294,820.00	-	-	294,820.00
2025	175,000.00	3.350%	119,210.00	294,210.00	-	-	294,210.00
2026	185,000.00	3.400%	113,347.50	298,347.50	-	-	298,347.50
2027	190,000.00	3.450%	107,057.50	297,057.50	-	-	297,057.50
2028	195,000.00	3.550%	100,502.50	295,502.50	-	-	295,502.50
2029	200,000.00	3.650%	93,580.00	293,580.00	-	-	293,580.00
2030	210,000.00	3.700%	86,280.00	296,280.00	-	-	296,280.00
2031	215,000.00	3.750%	78,510.00	293,510.00	-	-	293,510.00
2032	225,000.00	3.800%	70,447.50	295,447.50	-	-	295,447.50
2033	235,000.00	3.850%	61,897.50	296,897.50	-	-	296,897.50
2034	245,000.00	3.900%	52,850.00	297,850.00	-	-	297,850.00
2035	255,000.00	3.950%	43,295.00	298,295.00	-	-	298,295.00
2036	260,000.00	4.000%	33,222.50	293,222.50	-	-	293,222.50
2037	275,000.00	4.050%	22,822.50	297,822.50	-	-	297,822.50
2038	285,000.00	4.100%	11,685.00	296,685.00	-	-	296,685.00
-	**$3,800,000.00**	**TIC 3.98**	**$1,801,946.06**	**$5,601,946.06**	**(277,708.56)**	**$950,657.00**	**$6,274,894.50**

City of Sheboygan

$3,800,000 Taxable G.O. Refunding Bonds (TID 18)
Dated: Dec 5, 2018 (Capitalized Interest 2019 and 2020)
Preliminary 9-26-18

$3,800,000 G.O. Ref Bonds Preliminary Pricing - Market as of 9-24-18

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2021	Serial Coupon	3.000%	3.000%	155,000.00	100.000%	155,000.00
12/01/2022	Serial Coupon	3.050%	3.050%	160,000.00	100.000%	160,000.00
12/01/2023	Serial Coupon	3.200%	3.200%	165,000.00	100.000%	165,000.00
12/01/2024	Serial Coupon	3.300%	3.300%	170,000.00	100.000%	170,000.00
12/01/2025	Serial Coupon	3.350%	3.350%	175,000.00	100.000%	175,000.00
12/01/2026	Serial Coupon	3.400%	3.400%	185,000.00	100.000%	185,000.00
12/01/2027	Serial Coupon	3.450%	3.450%	190,000.00	100.000%	190,000.00
12/01/2028	Serial Coupon	3.550%	3.550%	195,000.00	100.000%	195,000.00
12/01/2029	Serial Coupon	3.650%	3.650%	200,000.00	100.000%	200,000.00
12/01/2030	Serial Coupon	3.700%	3.700%	210,000.00	100.000%	210,000.00
12/01/2031	Serial Coupon	3.750%	3.750%	215,000.00	100.000%	215,000.00
12/01/2032	Serial Coupon	3.800%	3.800%	225,000.00	100.000%	225,000.00
12/01/2033	Serial Coupon	3.850%	3.850%	235,000.00	100.000%	235,000.00
12/01/2034	Serial Coupon	3.900%	3.900%	245,000.00	100.000%	245,000.00
12/01/2035	Serial Coupon	3.950%	3.950%	255,000.00	100.000%	255,000.00
12/01/2036	Serial Coupon	4.000%	4.000%	260,000.00	100.000%	260,000.00
12/01/2037	Serial Coupon	4.050%	4.050%	275,000.00	100.000%	275,000.00
12/01/2038	Serial Coupon	4.100%	4.100%	285,000.00	100.000%	285,000.00
Total	-	-	-	**$3,800,000.00**	-	**$3,800,000.00**

Bid Information

Par Amount of Bonds	$3,800,000.00
Gross Production	$3,800,000.00
Total Underwriter's Discount (1.780%)	$(67,650.00)
Bid (98.220%)	3,732,350.00
Total Purchase Price	$3,732,350.00
Bond Year Dollars	$47,322.78
Average Life	12.453 Years
Average Coupon	3.8077774%
Net Interest Cost (NIC)	3.9507319%
True Interest Cost (TIC)	3.9752274%

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 1, 2018.

Your Committee to whom was referred Res. No. 99-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (K-9, Fire Department, and Sale of Metal); recommends approving the Resolution.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.1

Res. No. 99 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Establish estimated revenue and appropriation for donations received for Sheboygan Police Department K-9 Fund:

FROM	TO	AMOUNT
General Fund Police Department Contributions 10121100-467101-00026	General Fund Police Department Safety Supplies 10121100-530260-00028	$10,067

Establish estimated revenue and appropriation for sale of Fire Department equipment:

FROM	TO	AMOUNT
General Fund Fire Department Sale of Equipment 10122100-469101	General Fund Fire Department Program Supplies 10122100-530200	$175

Finance/Personnel approve.

Establish estimated revenue and appropriation for sale of metal:

FROM	TO	AMOUNT
General Fund Department of Public Works Miscellaneous Revenue 10133110-449911	General Fund Municipal Service Building Tools & Small Equipment 10133110-530255	$862.63

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 1, 2018.

Your Committee to whom was referred Res. No. 100-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (AARP Grant); recommends approving the Resolution.

mcg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.2

Res. No. 100 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish appropriation for the AARP Grant and the use of those funds to provide five bike fixation stations.

FROM	TO	AMOUNT
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	$8,500.00

Establish appropriation for the AARP Grant and the use of those funds to provide an age-friendly survey in the City of Sheboygan as well as two community listening sessions covering various livable community topics.

FROM	TO	AMOUNT
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	$4,000.00

Finance + Personnel approve

Ronald Rindfleisch

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
October 1, 2018.

Your Committee to whom was referred R. C. No. 86-18-19 and R. C. No. 291-17-18 by Finance and Personnel Committee and R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservations Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

2.3

R. C. No. 86 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred R. C. No. 291-17-18 by Finance and Personnel Committee and R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservations Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends filing the document.

Consent Rindfleisch/Donohue
refer back to F+P
file

Ronald Rindfleisch

James A. Bohr

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

5.16

R. C. No. 291 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018/2019
acct file

James A Bohl

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 272 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the real property taxes assessed for the 2017 tax year.

Finance/Personnel
Finance personnel of new Council

CITY CLERK

WIPFLI LLP
CPAs and Consultants

Wipfli LLP
2901 East Enterprise Avenue, Suite 500
Appleton, WI 54913
PO Box 1893
Appleton, WI 54912-1893
920.739.6500
fax 920.739.6707
www.wipfli.com

JAN 30 '18 PM 3:54
Claim 26-17

January 30, 2018

Ms. Meredith DeBruin
City Clerk – City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Re: Creation and Preservation Partners, Inc.
Tax Bill # 54562
Tax Parcel 59281216522

Dear Ms. DeBruin:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the real property taxes assessed to this taxpayer for the 2017 tax year. The claim relates to property that was exempt for the following reasons:

1. The property was exempt from real estate taxes based upon a Property in Lieu of Taxes (PILOT) agreement dated December 6, 2016, between Creation and Preservation Partners, Inc. and the City of Sheboygan (Attachment 1).
2. The City of Sheboygan has already received a PILOT payment for this parcel for 2017 via a net present value payment of $138,663.55, for the fifteen years from 2016 to 2030, on December 6, 2016.
3. A PILOT payment was made for the 2016 property tax year, and no property tax bill was issued for that year (Attachment 2). As a result, Creation and Preservation Partners, Inc. relied on that action as evidence of the exemption being granted on the parcel.
4. The City of Sheboygan failed to notify Creation and Preservation Partners, Inc. by March 31, 2017, that the property no longer qualified for an exemption, as required by part 5 of the PILOT agreement.
5. A property tax exemption request is being submitted to affirm the status granted in the PILOT agreement (Attachment 3)

This claim is being timely filed under **74.35(5)(b),** which states, "A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87."

Member of Allinial GLOBAL
An association of legally independent firms

Creation and Preservation Partners, Inc. paid the first payment of assessed tax for $30,542.94 on January 30, 2018, by check number 1426 (Attachment 4). Therefore, the claim for refund is in the amount of $30,542.94, plus any applicable interest under 74.35(4).

Sincerely,

Wipfli LLP

Daryl L. Ohland
Director – State and Local Taxes

Enclosures

cc: Mr. Mike Grota
Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

Served on
Ms. Meredith DeBruin
City Clerk – City of Sheboygan

Acknowledgment of receipt:

Ms. Meredith DeBruin

1-30-18
Date

Agent Authorization

for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name			Taxation district (Check one) ☐ Town ☐ Village ☒ City		County
Creation & Preservation Partners, Inc.			Enter municipality → Sheboygan		Sheboygan
Mailing address			Street address of property		
608 New York Ave			3530 Lower Falls Road		
City	State	Zip	City	State	Zip
Sheboygan	WI	53081-4507	Sheboyan	WI	53081
Parcel number	Phone		Email		Fax
59281216522	(920) 694 - 4554		krenzelmann@jmkac.org		( ) -

Section 2: Authorized Agent Information

Name / title			Company name	
Daryl Ohland			Wipfli LLP	
Mailing address			Phone	Fax
2901 E Enterprise Ave, Suite 500			(920) 832 - 2437	(920) 739 - 6707
City	State	Zip	Email	
Appleton	WI	54913	dohland@wipfli.com	

Section 3: Agent Authorization

Agent Authorized for: *(check all that apply)*

Enter Tax Years of Authorization

- ☐ Manufacturing property assessment appeals (BOA) _____
- ☐ Access to manufacturing assessment system (MAS) _____
- ☐ Wisconsin Department of Revenue 70.85 appeals _____
- ☐ Municipal Board of Review _____
- ☒ Other refund claims / PR-230 — 2017 & 2018

Authorization expires: 12 - 31 - 2019 *(mm - dd - yyyy)*

Send notices and other written communications to: *(check one or both)* ☒ Authorized Agent ☒ Property Owner

Section 4: Agreement/Acceptance

I understand, agree and accept:

- The assessor's office may divulge any information it may have on file concerning this property
- My agent has the authority and my permission to accept a subpoena concerning this property on my behalf
- I will provide all information I have that will assist in the discussion and resolution of any assessment appeal of this property
- Signing this document does not relieve me of personal responsibility for timely reporting changes to my property and paying taxes, or penalties for failure to do so, as provided under Wisconsin tax law
- A photocopy and/or faxed copy of this completed form has the same authority as a signed original
- If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form

Section 5: Owner Grants Authorization

	Owner name *(please print)*	
Owner Sign Here ▶	Sam Gappmayer	
	Owner signature	
	Company or title: John Michael Kohler Arts Center, Director	Date *(mm-dd-yyyy)*: 01 -26- 2018

ATTACHMENT 1

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The parties acknowledge that the above Recitals are incorporated into and made a part of this Agreement.

2. CITY SERVICES

The City agrees to continue to furnish governmental services and benefits to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated educational, institutional, commercial properties and to inhabitants of the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services subject to the same duties and liability and to the same extent as apply to the public generally. Services and benefits included, but not limited by specific enumeration herein, are those typically supported by the property tax, such as fire and police protection, maintenance of public streets and street lights, and snow removal.

3. PILOT PAYMENTS

A. Payment. In recognition of the services outlined in 2 above, for the tax year of 2016, and for the following fourteen (14) tax years, Owner shall pay to the City the amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per tax year (collectively, the "PILOT Cost"). Notwithstanding any future changes to the City's portion of the net property tax mill rate or the Property's fair market or assessed value, the PILOT shall remain constant at a flat rate of $15,000.00 per tax year for the duration of the PILOT. The parties agree that Owner may elect, and has elected, to pay the net present value (using an 8% discount rate) of the PILOT Cost on the Effective Date of this Agreement. Simultaneous with the execution of this Agreement, Owner has paid to the City the amount of $138,663.55 in full satisfaction of Owner's payment obligations under this Agreement.

B. Use of Payment. The City may use and expend the PILOT hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

4. EXEMPT STATUS

The City has determined that, if the Owner uses the Property for the purpose described to the City or such other purposes consistent with Wis. Stat. § 70.11 (including but not limited to §70.11(4), (14) and (43)), and which will be affirmed in an application for exemption, the Property will qualify for real and personal property tax exemption under Wisconsin law. The City agrees that, if the areas of the Property eligible for tax exemption are limited, the Owner may designate to the fullest extent allowed by the law, which areas of the Property are to be treated as tax exempt for purposes of this Agreement. The City will not contest such designation of the Owner so long as this Agreement remains in effect. The City agrees to continue to recognize the property tax exempt status of the Property for 2016 and all subsequent years unless there is a change in use of the Property or a change in Wisconsin Statutes that would specifically change the status of the Property from exempt to taxable. The City Assessor may review the

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or it successors or assigns), no later than March 31st of that year, (ii) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies, (iii) the City shall promptly refund any PILOT payment to Owner (or its successors or assigns) attributable to such periods, and (iv) the appropriate portion of the Property shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by any procedure provided under Wisconsin law for similarly situated property.

5. SPECIAL ASSESSMENTS

While the Property may be subject to special assessments under Wis. Stat. § 66.0701 et seq. (but only to the extent benefited), the parties acknowledge that the Property is not benefited by any current projects in the City as of the date hereof, and, consequently, shall not be subject to any special assessments relating to such public works or improvements.

6. TERM OF AGREEMENT

This Agreement shall be permanent and shall run with the land.

7. AMENDMENT

The City and the Owner, and its successors or assigns, expressly reserve the right to modify, amend or terminate this Agreement from time to time as they shall mutually agree in writing, executed by both parties.

8. TERMINATION

The parties specifically agree and acknowledge that the payment herein is not a general property tax. In the event the Property should ever become subject to and liable for general property taxes, then Owner's obligation to pay the PILOT as herein set forth shall terminate and the City shall reimburse Owner for any amounts of the PILOT that are prepaid.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is duly held by a court of competent jurisdiction to be invalid, including as applied to any circumstance(s) of one or both parties, the remainder of this Agreement or its application to any other circumstance shall not be affected or impaired thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City shall be the governing law with respect to this Agreement.

Creation and Preservation Partners, Inc.

By: _____
Name: Steven E. Woods
Title: President, Board of Directors

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sheboygan County)

Personally came before me this 6 day of December, 2016, Steven E. Woods, President, Board of Directors, of Creation and Preservation Partners, Inc., known to me to be the person who executed the foregoing instrument and acknowledge they executed the foregoing instrument as officers of said corporation by its authority.

_____
Notary Public – State of Wisconsin
My commission ~~expires~~ Permanent

NOTARY PUBLIC
LEAH R. WYANT
STATE OF WISCONSIN

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

ATTACHMENT 2

2016 Real Estate Tax Summary

01/16/2018 09:48 AM
Page 1 Of 1

Parcel #: 59281216522
Alt. Parcel #:

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

Tax Address:
CREATION & PRESERVATION PARTNERS, INC.
608 NEW YORK AVE
SHEBOYGAN WI 53081-4507

Owner(s): O = Current Owner, C = Current Co-Owner
O - CREATION & PRESERVATION PARTNERS, INC.

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	2842	KOHLER SCHOOL
SP	1100	LAKESHORE TCDB

Property Address(es): * = Primary
* 3530 LOWER FALLS RD
3630 LOWER FALLS RD

Legal Description: **Acres:** 30.520
THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.

Parcel History:

Date	Doc #	Vol/Page	Type
12/27/2016	2032672	/	
12/07/2016	2031670	/	
12/07/2016	2031669	/	
12/07/2016	2031668	/	
07/25/2013	1972997	/	
09/16/2011	1930290	/	

more...

Plat: * = Primary
* N/A-NOT AVAILABLE

Tract: (S-T-R 40¼ 160¼ GL)
28-15N-23E

Block/Condo Bldg:

Tax Bill #:

Land Value	0
Improve Value	0
Total Value	0
Ratio	0.9966
Fair Mrkt Value	0

Net Mill Rate	0.024212981	
Gross Tax		0.00
School Credit		0.00
Total		0.00
First Dollar Credit		0.00
Lottery Credit	**0 Claims**	0.00
Net Tax		0.00

Installments

	End Date	Total
1	01/31/2017	0.00
2	07/31/2017	0.00

	Amt Due	Amt Paid	Balance
Net Tax	0.00	0.00	0.00
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	0.00	0.00	**0.00**

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount

Key: Payment Type: A - Adjustment, R - Redemption, T - Tax

Attachment #3

STATE OF WISCONSIN

PROPERTY TAX EXEMPTION REQUEST

Wisconsin Statutes require completion of this form – in its entirety – to be eligible for exemption from the Wisconsin property tax. **Failure to do so may result in denial of exemption.** The completed form and any attachments must be filed with the assessor of the taxation district in which the property is located by **March 1** to be eligible for exemption for the current assessment year. Refer to Stat., Sec. 70.11 and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption. If more space is needed for any questions, use the "Additional Information" box on page 4 or attach additional sheets.

SECTION 1 – APPLICANT INFORMATION

1. Applicant Name: Creation and Preservation Partners, Inc. ("CAPP") — Date: 01 / 16 / 2018

2. Applicant is ☐ Sole proprietorship ☒ WI Chapter 181 corporation ☐ WI unincorporated nonprofit association
☐ Other *(please explain):* WI Nonstock Charitable Corporation

3. Contact person: Kelley Renzelmann
Address: 608 New York Avenue, Sheboygan, WI 53081
Telephone number(s): 920-458-6144
Email: krenzelmann@jmkac.org
Relationship to applicant: Dept Director of JMKAC

4. Registered agent: Steve Woods
Address: 608 New York Avenue, Sheboygan, WI 53081
Telephone number(s): 9204586144
Email: swoods@quasius.com

5. Mailing address and phone number of Applicant if different than Contact Person:

6. Identify each organizational officer, the officer's address, the telephone number and the position held within the requesting organization.

7a. Please identify the use of the property:

☐ Agricultural Fair	☐ Library	☐ Rehabilitation	☐ Fraternity
☐ YMCA/YWCA	☐ Fire Company	☐ Military	☐ Hospital
☐ Cemetery	☐ Lions Camp	☐ Bible Camp	☐ Memorial
☐ Farmer's Temple	☐ Archaeological Site	☒ Art Gallery	☐ Charity
☐ Held for Public Interest	☐ Housing	☐ Disability Camps	☐ Labor Temple
☐ Industrial Development Agencies	☐ Waste Treatment	☐ Radio Station	☐ Medical Research
☐ Sports/Entertainment	☐ Humane Society	☐ Youth Hockey	☐ Theater
☐ Mental/Physical Disabled Camp	☐ Railroad Historic Society	☐ Youth Baseball Association	☐ Benevolent
☐ Local Exposition	☐ Historic/Architectural	☐ Dependent & Development Disability	
☐ Educational	☐ Religious	☐ Professional Sport/Entertainment Stadium	
☐ Women's Club	☐ Historical Society	☐ Other *(please explain in the "Additional information" box on page 4)*	

7b. Identify the precise statutory reference and language supporting the exemption.
WI Statute 70.11(14)

8. State the organization's purpose, mission, and primary goal:
See Additional Information

9. Describe the services provided by the organization:
Conservation, preservation & display of art, Land & Building Mngmnt

10. List the primary beneficiaries of the services:
John Michael Kohler Arts Center ("JMKAC"), members, general public, scholars,students

11. Is there a fee charged, or revenue earned, for services provided? ☐ Yes ☐ No ☒ N/A
If Yes, what is the amount of the fee charged or revenue earned?

12. Do you provide any free service? ☒ Yes ☐ No ☐ N/A
If Yes, explain: Volunteer board support provided to JMKAC, free admission to grounds daily

13. What percent of recipients receive free service (on an annual basis ☒ N/A _____ %

14. Do you provide service to anyone at below market or reduced rates? ☐ Yes ☐ No ☒ N/A
If Yes, explain: May provide scholarships or reduced tour rates to schools or groups

15. What percentage of annual recipients receive services at below or reduced rates? ☒ N/A _____%

16. Are you under any obligation to provide services to those who cannot pay? ☐ Yes ☒ No ☐ N/A
If Yes, explain:

17. Does Applicant receive any subsidies, grants, or low or no interest loans to operate or otherwise provide its services? If Yes, identify sources and amounts and how monies are applied or used. ☒ Yes ☐ No ☐ N/A

18. How much of Applicant's annual gross income or revenue is derived from donations? $ Varies Annually
What percentage is that of Applicant's total annual income or revenue? ☐ N/A 100 %

SECTION 2 – SUBJECT PROPERTY INFORMATION * ☐ N/A

** If N/A, explain in the "Additional information" box on page 4 of this form.*

19. Property for which exemption is being applied ("Subject Property"):
Address: 3530 Lower Falls Road, Sheboygan, WI 53081
Tax parcel number: 59281216522 Number of acres: 39
Legal description: See Additional Information

20. Estimated fair market value of Subject Property: $ 1,159,269.00
If based on an independent appraisal, identify the appraiser and the purpose of the appraisal below.
Appraiser: Amount paid for land at 12/06/2016 as of / /
Purpose of Appraisal:

21. Owner of Subject Property:
If Owner is different from Applicant, explain and identify the relationship between Applicant and Owner.

22. Date Owner acquired Subject Property: 12/06/2016

23. Person or entity from whom Owner acquired Subject Property: City of Sheboygan

24. Date Owner first began using and occupying Subject Property: / /

25. Date Applicant first began using and occupying the Subject Property: / /

26. Explain precisely how Applicant actually uses the Subject Property:
See Additional Information

27. Explain in detail why Applicant feels the Subject Property qualifies for property tax exemption. Finally, describe precisely how applicant and the Subject Property fit within that statutory language.
See Additional Information

SECTION 3 – TENANT INFORMATION ☐ N/A

28. Identify all persons and entities other than Owner who have the right to use and occupy any part of the Subject Property. Include all tenants, licensees, and concessionaires of the Subject Property. Use the space provided on page 4 or attach additional pages as necessary. For each, include:
a. Name of tenant or occupant.
b. Their mailing address and phone number.
c. Their interest in the Subject Property.
d. A precise and detailed explanation of how they actually use the Subject Property.
e. The date from which they began occupancy of the Subject Property.
f. The monthly rate or fee they pay to use or occupy the Subject Property.
g. An explanation of how rent or other fees they pay to use and occupy the Subject Property are used and applied.
h. The portion of the Subject Property they use or occupy.

Indicate number of users other than owner, if there are no other users, enter "None". Number of other users: 2

29. Identify the percentage of the Subject Property that is used or occupied by persons other than owner. 100 %

30. Was the subject Property used in an unrelated trade or business for which the Owner was subject to taxation under section 511 to 515 of the Internal Revenue Code? If Yes, explain: ☐ Yes ☒ No

SECTION 4 – ATTACHMENTS

31. **ATTACH COPIES OF THE FOLLOWING DOCUMENTS:**

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

SECTION 5 – AFFIDAVIT

Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title	Telephone	Date
President, Board of Directors	(920) 458 – 6144	1·29·18
Signature	Name *(printed)*	
	Steve Woods	

STATE OF WISCONSIN
COUNTY OF: _____

Subscribed and sworn to before me this _____ day of _____, _____

_____
Notary Public
My Commission expires on _____ *(Seal)*

Note: The following text is an excerpt from Stat., Sec. 70.11. Refer to current Wisconsin Statutes for the complete language or sections applicable to the exemption of property from taxation.

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes if the property is exempt under sub. (1), (2), (18), (21), (27) or (30); if it was exempt for the previous year and its use, occupancy or ownership did not change in a way that makes it taxable; if the property was taxable for the previous year, the use, occupancy or ownership of the property changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes or if the property did not exist in the previous year and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes. Except as provided in subs. (3m)(c), (4)(b), (4a) (f), and (4d), leasing a part of the property described in this section does not render it taxable if the lessor uses all of the leasehold income for maintenance of the leased property, construction debt retirement of the leased property or both and if the lessee would be exempt from taxation under this chapter if it owned the property. Any lessor who claims that leased property is exempt from taxation under this chapter shall, upon request by the tax assessor, provide records relating to the lessor's use of the income from the leased property.

Additional information:

Section 1, Question #6:
Steve Woods, President - 414 Woodhaven Court, Sheboygan, WI 53081 (920)377-1572
Kathryn Burke, Vice President - 770 N. Merrie Lane, Fox Point, WI 53217 (414)352-7370

Section 1, Question #7b: Exemption for property of any public art gallery used exclusively for art exhibits and for art teaching. Public access to the grounds will be free and public access to the building will be free at least three days a week.

Section 1, Ques tion #8: Charitable and educational purposes to exclusively support the mission of the John Michael Kohler Arts Center to generate a creative exchange between artists and the public.

Section 1, Question #11: JMKAC may charge a fee for certain educational programming. TBD.

Section 1, Question #17: While no current grant funding exists, there is a potential for this source of funding to be requested in the future.

Section 2, Question #19: That Part Lot 1 27CSM215-219 #2024388 I S 1/2 Sec 21, T15N, R23E and N 1/2 Sec 28 AKA Part Gov Lots 1,2,3 and 4, T15N, R23E, Lying within KSD

Section 2, Questions 24 & 25: The land has been vacant during the building design phase with a small area leased by a local farmer until construction begins.

Section 2, Question 26: The land will be home to a 58,000 square foot building currently known as the "Art Preserve". The Art Preserve will exist to preserve and make accessible a dynamic collection of artist-built environments to promote scholarship and the exploration of the human capacity for self-expression. Construction is planned to start in Spring 2018 with an estimated completion date in late 2019. The building will be open to the public in 2020. The John Michael Kohler Arts Center ("JMKAC") will curate all galleries and design the educational programming offered. The conservation, preservation, storage and display of the collection will be done in a matter to support JMKAC's mission to generate a creative exchange between artists and the public.

Section 3, Question 28:
Tenant 1- DeMaster Farms - W2526 Cty Rd K, Cedar Grove, WI 53013 (920)668-6924
Farm two small parcels (less than 13 acres) south of railroad tracks from 03/01/17-12/31/17. $780 annual lease. Lease payment used to partially fund maintenance of the grounds. No lease renewal offered in 2018.

Right to use and occupy property - John Michael Kohler Arts Center - 608 New York Avenue, Sheboygan, WI 53081 (920)458-6144. The building will be used for curated displays of JMKAC and CAPP's collection of objects and archives for artists known as environment builders. This unique collection will be visible for educational and preservation purposes. JMKAC will be curating the galleries and creating the educational programming in the building and on the grounds. JMKAC will have access to 100% of the building and grounds. Any lease payments received would be used solely to maintain the building and grounds, although none are currently planned.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 29 2014

CREATION AND PRESERVATION PARTNERS INC
608 NEW YORK AVE
SHEBOYGAN, WI 53081-4507

Employer Identification Number:
46-1273322
DLN:
17053306320032
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(3)
Form 990 Required:
Yes
Effective Date of Exemption:
October 16, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Specifically, we have determined that you are a Type I supporting organization under section 509(a)(3). A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported organizations.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

CREATION AND PRESERVATION PARTNERS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

CREATION AND PRESERVATION PARTNERS

This supersedes our letter dated December 2, 2012, which was issued with an incorrect effective date. We have updated our records to reflect the correct effective date, as shown in the heading in this letter.

RECEIVED
OCT 15 2012
WISCONSIN
DFI

STATE OF WISCONSIN
FILED
OCT 16 2012
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLES OF INCORPORATION OF CREATION AND PRESERVATION PARTNERS, INC.

The undersigned, acting as incorporator of a nonstock corporation under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following articles of incorporation (the "Articles of Incorporation") for such corporation:

ARTICLE I
Name

The name of the corporation is the Creation and Preservation Partners, Inc. (the "Creation and Preservation Partners").

ARTICLE II
Purposes

The Creation and Preservation Partners is organized and shall be operated exclusively for charitable and educational purposes within the meaning of I.R.C. Section 501(c)(3), and exclusively for the benefit of, to perform the functions of, and/or to carry out the purposes of the John Michael Kohler Arts Center, Inc. (the "Arts Center"), including by the carrying on of such of the Arts Center's programs as the board of trustees of the Creation and Preservation Partners (the "Board of Trustees") and the board of directors of the Arts Center from time to time deem to be suitable and appropriate. The phrase "such of its programs" is meant to include projects and activities that the Arts Center conducts, sponsors, advises, or in which it participates, including, for purposes of illustration only and not in limitation, the preservation and exhibition of vernacular art environments, collections, and performing arts. The Creation and Preservation Partners may carry out its purposes directly or by making gifts, grants, or other payments to the Arts Center in accordance with subsections 181.1302(3) and (4) of the Wisconsin Nonstock Corporations Law. In these Articles of Incorporation, the term "I.R.C." means the Internal

WI - DFI CORP
FILE ID# ➔ C083335

Revenue Code and references to provisions thereof are to such provisions as from time to time may be amended and to corresponding provisions of any future United States Internal Revenue Law.

ARTICLE III
Activities and Restrictions

Section 1. No dividends, liquidating dividends, or distributions shall be declared or paid by the Creation and Preservation Partners to any private individual or officer or trustee of the Creation and Preservation Partners.

Section 2. No substantial part of the activities of the Creation and Preservation Partners shall consist of carrying on propaganda or otherwise attempting to influence legislation, unless by appropriate election a greater part is permitted without jeopardizing the Creation and Preservation Partners' exemption under I.R.C. Section 501(c)(3). The Creation and Preservation Partners shall neither participate in, nor intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office, including by publishing or distributing any statements.

Section 3. No part of the net earnings or net income of the Creation and Preservation Partners shall inure to the benefit of any private individual or officer or trustee of the Creation and Preservation Partners; provided, however, that the Board of Trustees may authorize the payment to such individuals of reasonable compensation for personal services rendered, or reimbursement for reasonable expenses incurred, that are necessary to carrying out the exempt purposes of the Creation and Preservation Partners.

Section 4. Notwithstanding any other provision of these Articles of Incorporation, the Creation and Preservation Partners shall not carry on any other activities not permitted to be

carried on by a corporation exempt from federal income tax under I.R.C. Section 501(c)(3) or by a corporation, contributions to which are deductible under I.R.C. Section 170(c)(2).

ARTICLE IV
Members

The Creation and Preservation Partners shall have one member, a corporate member, which shall be the Arts Center. Further membership provisions shall be specified in the Creation and Preservation Partners' bylaws (the "Bylaws").

ARTICLE V
Trustees

The affairs of the Creation and Preservation Partners shall be managed by its Board of Trustees, which shall consist of such number of persons as shall be fixed by the Bylaws from time to time, but shall not be less than the number of directors required by the Wisconsin Nonstock Corporations Law, which at the time of execution of these Articles of Incorporation is three (3). The terms of office, qualifications, and method of appointment of the trustees shall be as specified in the Bylaws.

ARTICLE VI
Amendment

These Articles of Incorporation may be amended by the Arts Center as the sole corporate member.

ARTICLE VII
Dissolution

In the event of the dissolution of the Creation and Preservation Partners, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Creation and Preservation Partners, distribute all of the assets of the Creation and Preservation Partners, as the Arts Center directs, exclusively to the Arts Center or to the Arts Center and/or

one or more other organizations that are described in I.R.C. Sections 170(c)(2), 501(c)(3), 2055(a)(2), and 2522(a)(2). If the Arts Center is no longer in existence, then the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Creation and Preservation Partners, distribute all of the assets of the Creation and Preservation Partners exclusively to one or more organizations that are then described in I.R.C. Sections 170(c)(2), 501(c)(3), 2055(a)(2), and 2522(a)(2) and that have purposes substantially similar to those of the Arts Center. Any of such assets not so distributed shall be distributed to one or more of such organizations as determined by the Circuit Court of the county in which the principal office of the Creation and Preservation Partners is then located.

ARTICLE VIII
Private Foundation Status

If the Creation and Preservation Partners ever loses its public charity status and must become a private foundation as defined in I.R.C. Section 509(a), the income of the Creation and Preservation Partners shall be distributed at such time and in such manner as not to subject it to tax under I.R.C. Section 4942, and the Creation and Preservation Partners shall not engage in any act of self-dealing, or retain any excess business holdings, or make any taxable expenditures as defined in I.R.C. Sections 4941(d), 4943(c), and 4945(d), respectively, or make any investments in such manner as to subject it to tax under I.R.C. Section 4944, or make any indemnification which would give rise to a penalty excise tax under I.R.C. Chapter 42.

ARTICLE IX
Principal Office; Registered Office and Registered Agent

The mailing address of the principal office of the Creation and Preservation Partners and of the registered agent of the Creation and Preservation Partners is 608 New York Avenue,

Sheboygan, Wisconsin 53081-4507. The name of the registered agent at such address is Ruth DeYoung Kohler.

ARTICLE X
Incorporator

The name and address of the incorporator is Ruth DeYoung Kohler, 608 New York Avenue, Sheboygan, Wisconsin 53081-4507.

Executed this 12th day of October, 2012.

October 12, 2012

This document was drafted by:

Norah L. Jones
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

STATE OF WISCONSIN
FILED
OCT 16 2012
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Attachment II, 5

BYLAWS

(SEE ATTACHED)

BYLAWS
OF
CREATION AND PRESERVATION PARTNERS, INC.
(Adopted October 26, 2012)

ARTICLE I
Offices

Section 1. Registered Office and Registered Agent. The Creation and Preservation Partners, Inc. (the "Creation and Preservation Partners"), shall maintain a registered office and registered agent in the State of Wisconsin. The identity of the registered agent may be changed from time to time by notifying the Wisconsin Department of Financial Institutions pursuant to the provisions of the Wisconsin Nonstock Corporation Law.

Section 2. Principal Office. The Creation and Preservation Partners may have such other offices, either within or without the State of Wisconsin, as may be designated from time to time by resolution of its board of trustees (the "Board of Trustees").

ARTICLE II
Membership

Section 1. Classes of Members. The Creation and Preservation Partners shall have a single class of voting members, and the sole member of that class shall be the John Michael Kohler Arts Center, Inc. (the "Arts Center"). Any reference in these bylaws (the "Bylaws") to the "member" shall be deemed to refer only to the Arts Center unless otherwise specifically provided.

Section 2. Responsibilities and Voting Rights of the Arts Center. The following actions may be taken only by the Arts Center pursuant to a vote of its board of directors:

(a) Appointment of the Trustees of the Creation and Preservation Partners.

(b) Amendment of the articles of incorporation of the Creation and Preservation Partners (the "Articles of Incorporation").

(c) Amendment of these Bylaws.

(d) Merger, consolidation, or dissolution of the Creation and Preservation Partners.

(e) The creation of any subsidiaries or affiliates of the Creation and Preservation Partners.

Section 3. Annual Action of the Arts Center. The Arts Center must take action at least annually to receive the reports set forth in Article IX, appoint Trustees of the Creation and Preservation Partners, and conduct such other business as shall be necessary. The Arts Center also must consider any matter submitted to it for consideration by the Creation and Preservation Partners' Board of Trustees.

Section 4. Action By Written Consent of the Arts Center. Any action required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws to be taken by the Arts Center shall be taken by the Arts Center pursuant to a vote of its board of directors and shall be communicated to the Creation and Preservation Partners by written notice signed by one of the Arts Center's officers, directors, or other agents who has been authorized by the Arts Center's board of directors. Such notice may be given at any meeting of the Board of Trustees or to any officer of the Creation and Preservation Partners.

ARTICLE III
Board of Trustees

Section 1. General Powers. The affairs of the Creation and Preservation Partners shall be managed by its Board of Trustees.

Section 2. Number and Qualifications of Trustees.

(a) Number. The number of trustees (each, a "Trustee" and collectively, the "Trustees") shall be between three (3) and nine (9). No amendment of this section shall reduce the number of Trustees to less than the number required by the Wisconsin Nonstock Corporation Law, which, at the time of adoption of these Bylaws, is three (3).

(b) Qualifications.

(i) Trustees need not be residents of the State of Wisconsin.

(ii) Trustees must be at least 21 years old.

(iii) Trustees must have demonstrated experience with, commitment to, or expertise in vernacular art environments and/or other art forms for which this organization has been created to preserve, maintain, document, and curate, or with respect to the raising and investment of funds for the Creation and Preservation Partners' purposes.

(c) Disqualified Persons. No more than a minority of the Trustees may be disqualified persons of the Creation and Preservation Partners within the meaning of Code Section 509(a)(3)(C). The term "disqualified person" for these purposes includes the following:

(i) Any person who contributed or bequeathed an aggregate amount of more than $5,000 to the Creation and Preservation Partners, if such amount is more than two percent (2%) of the total contributions and bequests received by the Creation and Preservation Partners before the close of the taxable year of the Creation and Preservation Partners in which the contribution or bequest is received by the Creation and Preservation Partners from such person;

(ii) Persons who own more than twenty percent (20%) of the voting stock, profits interest, or beneficial interest in entities that are substantial contributors to this organization; and

(iii) Family members of the foregoing.

Section 3. Appointment and Term.

(a) Method of Appointment. The Arts Center shall appoint the Trustees.

(b) Term of Office. The Trustees shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of Trustees. The Trustees of the first class shall hold office for an initial term of one (1) year, the Trustees of the second class for an initial term of two (2) years, and the Trustees of the third class for an initial term of three (3) years. At the close of each Annual Trustee Meeting, the successors to the class of Trustees whose terms expired that year shall commence to hold office for a term of three (3) years, or until their successors have been appointed and qualified. In the event of an increase in the number of Trustees, the remaining Trustees shall assign the newly created trusteeship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Trustees.

Section 4. Resignation. A Trustee may resign at any time by filing a written resignation with the Arts Center and by providing notice of such resignation to the Board of Trustees.

Section 5. Removal. A Trustee may be removed from office with or without cause by the Arts Center.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Trustees from any cause, including from an increase in the number of Trustees, an interim Trustee shall be appointed by the Arts Center. An interim Trustee shall serve until a successor is appointed upon the expiration of the term of office for the Trustee who created the vacancy.

Section 7. Annual Trustee Meeting. The annual meeting of the Board of Trustees (the "Annual Trustee Meeting") shall be held at such time and place as the Board of Trustees may determine, for the purpose of electing officers and for transacting such other business as may come before the meeting.

Section 8. Regular Trustee Meetings. The Board of Trustees may provide by resolution for regular or stated meetings of the Board of Trustees (each, a "Regular Trustee Meeting"), to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the stated time and place without other notice than such resolution.

Section 9. Special Trustee Meetings. Unless otherwise prescribed by the Wisconsin Nonstock Corporation Law, special meetings of the Board of Trustees (each, a "Special Trustee Meeting") may be held at any time and place for any purpose or purposes on call of the President or Secretary. A Special Trustee Meeting shall be called by the Secretary on the request of a majority of the Trustees then in office.

Section 10. Meetings By Telephone or Other Communication Technology.

(a) Any or all Trustees may participate in an Annual, Regular, or Special Trustee Meeting by, or conduct the meeting through the use of, telephone or any other means of

communication by which either: (i) all participating Trustees may simultaneously hear or read each other's communications during the meeting or (ii) all communication during the meeting is immediately transmitted to each participating Trustee, and each participating Trustee is able to immediately send messages to all other participating Trustees.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating Trustees shall be informed that a meeting is taking place at which official business may be transacted. A Trustee participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time, and place of any Annual or Special Trustee Meeting shall be given by oral or written notice delivered personally to each Trustee at least twenty-four (24) hours prior thereto, or by written notice given by other than personal delivery at least forty-eight (48) hours prior thereto. Notice shall be given in one of the methods described in Article IV hereof. The purpose of and the business to be transacted at any Special Trustee Meeting need not be specified in the notice or waiver of notice of such meeting, except as may otherwise be required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

(b) Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Quorum. A majority of the number of Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than such majority is present at a meeting, a majority of the Trustees present may adjourn the meeting without further notice.

Section 13. Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

Section 14. Action by Written Consent of Trustees.

(a) Written Consent. The Board of Trustees may act without a meeting if a consent in writing setting forth the action taken is signed by at least two-thirds of the Trustees then in office. If fewer than all of the Trustees sign the written consent action, then all of the Trustees must receive notice of the action taken and the action will not become effective until the later of (i) the date specified in the written consent or (ii) the tenth day after the notice is given. If all of the Trustees sign the written consent action, then the action will become effective when

signed by all of the Trustees unless a different effective date is specified in the written consent action.

(b) Use of Electronic Signature. A Trustee may take action by a written consent using an electronic signature if the electronic transmission approving the action includes the signatory's full name in a form intended by the signatory: (a) to serve as his or her signature; and (b) to authenticate the consent. Each electronic signature should be affixed to an e-mail message or other electronic communication that: (i) contains or attaches the written consent action; (ii) includes an affirmative statement (such as "Yes," "I agree," or "I consent"); and (iii) contains a clear reference to the written consent action in the subject line.

Section 15. Compensation. Trustees shall not receive compensation for serving as Trustees or for providing other personal services to the Creation and Preservation Partners. However, Trustees may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Trustees.

Section 16. Conflict of Interest.

(a) Each Trustee shall disclose to the Board of Trustees any conflict of interest or possible conflict of interest whenever the conflict pertains to a matter being considered by the Board of Trustees.

(b) Any Trustee having a conflict of interest on any matter shall leave the room during the discussion and vote on the matter and shall abstain from voting on the matter but may be counted in determining the quorum for the vote on the matter. In addition, he or she shall not use his or her personal influence on the matter, but may briefly state his or her position on the matter and may answer pertinent questions from other Trustees since his or her knowledge may be of great assistance.

(c) The minutes of the meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

(d) If a Trustee is uncertain as to whether he or she has a conflict of interest which requires abstention, or if a Trustee asserts that another Trustee has such a conflict, the Board of Trustees, by majority vote of those present other than the Trustee having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected Trustee shall leave the meeting during the discussion and vote on the matter and shall abstain from voting on the matter.

(e) The Board of Trustees may, in its discretion, adopt a more comprehensive conflict of interest policy to supplement, amend, or supersede this Section 16.

ARTICLE IV
Methods of Giving Notice

Notice of any Annual or Special Trustee Meeting, and any other notice required to be given under the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws may be communicated in person, by telephone, telegraph, teletype, facsimile, or other

form of wire or wireless communication, or by mail or private carrier, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

(a) When received.

(b) Five (5) days after deposit in the U.S. mail, if mailed postpaid and correctly addressed.

(c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

ARTICLE V
Officers

Section 1. Number. The principal officers of the Creation and Preservation Partners shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Trustees may elect such other officers and assistant officers as may be deemed necessary. The same individual may simultaneously hold more than one office, except that the positions of President and Treasurer may not be held simultaneously by the same individual. Officers shall be members of the Board of Trustees.

Section 2. Election and Term of Office. The officers of the Creation and Preservation Partners shall be elected annually by the Board of Trustees at the Annual Trustee Meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office from the close of the Annual Trustee Meeting for a term of one year, or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, or until that officer shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees, whenever in its judgment the best interests of the Creation and Preservation Partners will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. Duties. Officers elected or appointed by the Board of Trustees shall have such powers and perform such duties as may from time to time be prescribed by resolution of the Board of Trustees and, failing such resolution, shall have such powers and perform such duties as are normally incident to and incumbent upon their respective offices.

Section 6. Compensation. Officers shall not receive compensation for serving as officers or for providing other personal services to the Creation and Preservation Partners. However, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Trustees.

ARTICLE VI
Indemnification

Section 1. Mandatory Indemnification. Creation and Preservation Partners shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Creation and Preservation Partners to provide broader indemnification rights than prior to such amendment), indemnify its Trustees and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Trustee or Officer is a Party because such Trustee or Officer is a Trustee or Officer of the Creation and Preservation Partners. The Creation and Preservation Partners may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Trustee or Officer may be entitled under any written agreement, board resolution, vote of the Arts Center, the Wisconsin Nonstock Corporation Law or otherwise. All capitalized terms used in this Article VI and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporation Law.

Section 2. Permissive Supplementary Benefits. The Creation and Preservation Partners may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Trustees, Officers, employees or agents, whether or not the Creation and Preservation Partners would be obligated to indemnify or advance Expenses to such Trustee, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

Section 3. Arts Center Approval. The Arts Center must approve any indemnification provided under this Article VI.

Section 4. Chapter 42 Excise Tax. The Creation and Preservation Partners shall not make any indemnification which would give rise to a penalty excise tax under I.R.C. Chapter 42.

ARTICLE VII
Fiscal Year

The fiscal year of the Creation and Preservation Partners shall end on the last day of December in each year.

ARTICLE VIII
Seal

The Creation and Preservation Partners has no corporate seal.

ARTICLE IX
Corporate Acts, Loans, and Deposits

Section 1. Corporate Acts. The President and the Treasurer shall have authority to sign, execute, and acknowledge on behalf of the Creation and Preservation Partners, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Creation and Preservation Partners' regular business, or which shall be authorized by resolution of the Board of Trustees. Except as otherwise provided by the Wisconsin Nonstock Corporation Law or directed by the Board of Trustees, the President may authorize in writing any officer or agent of the Creation and Preservation Partners to sign, execute, and acknowledge such documents and instruments in his or her place and stead. The Secretary is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Trustees of the Creation and Preservation Partners. Notwithstanding any of the foregoing, however, no individual shall have the authority to sign, execute, or acknowledge any document in favor of himself or herself.

Section 2. Loans. No moneys shall be borrowed on behalf of the Creation and Preservation Partners and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees and approved by the Arts Center. Such authority may be general or confined to specific instances.

Section 3. Deposits. All funds of the Creation and Preservation Partners, not otherwise employed, shall be deposited from time to time to the credit of the Creation and Preservation Partners in such banks, investment firms, or other depositories as the Board of Trustees may select.

Section 4. Financial Reporting. By the earlier of (i) two months before the annual meeting of the Arts Center's board of directors or (ii) one month before the Creation and Preservation Partners' Annual Trustee Meeting, the Creation and Preservation Partners shall furnish to the Arts Center's board of directors (a) complete and accurate financial statements for the Creation and Preservation Partners' most recently completed fiscal year; (b) the Creation and Preservation Partners' most recently completed Form 990; (c) a narrative report of actions taken, successes, and disappointments; and (d) minutes of all meetings. The Creation and Preservation Partners shall promptly supply such additional financial or other information, including audited financial statements, as may be requested from time to time by the board of directors of the Arts Center.

Section 5. Relationship with Supported Organization. By the earlier of (i) two months before the annual meeting of the Arts Center's board of directors or (ii) one month before the Creation and Preservation Partners' Annual Trustee Meeting, the Creation and Preservation

Partners shall seek the advice of the Arts Center regarding the Creation and Preservation Partners' investment policies, the timing of any grants to the Arts Center or for the benefit of the Arts Center, the manner of making any grants, the selection of recipients of any grants, and in general the use of the income or assets of the Creation and Preservation Partners. The Creation and Preservation Partners and the Arts Center must come to consensus regarding the Creation and Preservation Partners' allocation and use of its income and assets.

ARTICLE X
Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the Arts Center. The Arts Center shall notify the Board of Trustees of any such alteration, amendment, or repeal and its effective date.

ARTICLE XI
Definitions

Section 1. Electronic Signatures. Any action required in these Bylaws to be "signed" or to have a "signature" by or of a Trustee shall include an action signed with an electronic signature that is an electronic sound, symbol, or process, attached to or logically associated with a writing and executed or adopted by a person with intent to authenticate the writing.

Attachment IV

NARRATIVE

Creation and Preservation Partners, Inc. ("CAPP"), is a Wisconsin nonstock corporation that has been organized and will be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, CAPP is applying for recognition that it is exempt from federal income taxation under Code Section 501(a). CAPP is also applying for recognition of its status as a Type I supporting organization described in Code Section 509(a)(3).

CAPP is organized and will be operated exclusively for the benefit of, to perform the functions of, and/or to carry out the purposes of the John Michael Kohler Arts Center, Inc. (the "Arts Center"). The Arts Center is a Wisconsin nonstock corporation that is described in Code Section 501(c)(3) and is a public charity described in Code Sections 170(b)(1)(A)(vi) and 509(a)(1). The Arts Center serves as CAPP's sole corporate member and will elect all of CAPP's trustees. As CAPP's sole corporate member, the Arts Center also holds the authority to amend CAPP's governing documents.

The Arts Center's mission statement states: "Through innovative explorations in the arts, the John Michael Kohler Arts Center generates a creative exchange between an international community of artists and a broad, diverse public that makes real the power of the arts to transform lives and strengthen communities." All programming bears out the Arts Center's longstanding commitment to dissolving boundaries, embracing diversity, preserving culture, changing perceptions, and expanding knowledge.

To fulfill its mission of supporting the Arts Center, CAPP will accept gifts of art and otherwise acquire works of art for display to the public directly and through the Arts Center, in furtherance of the Arts Center's charitable and educational purposes. Initially, and in support of the Arts Center, CAPP expects to accept a gift of real estate and works of art, comprised of a Wisconsin artist's home and art collection (the "Mary Nohl Lakeside Environment"), which would otherwise have been gifted to the Arts Center if CAPP did not exist. Initially, CAPP will concentrate on building relations with community members and on obtaining a cultural overlay from the local government so that the Mary Nohl Lakeside Environment may be opened to the public. At the same time, CAPP may develop strategic and business plans for the preservation and operation of the Mary Nohl Lakeside Environment. CAPP may, in the future, also receive as gifts or otherwise acquire other properties, the acquisition, maintenance and operation of which will further the Arts Center's charitable and educational purposes. In addition, CAPP may develop an archive devoted to the histories of the Arts Center and CAPP as well as expand the Arts Center's existing "Artists Archives," which are already used by artists, scholars, and curators from across the country. Preservation efforts may also include the documentation of ephemeral works of art (*e.g.*, performance and artist/community collaborations) and of publishing projects focusing on Arts Center and/or CAPP exhibitions and collections through video, online and print technologies, and other means. CAPP may also conduct fundraising on

behalf of the Arts Center and may carry on certain functions or programs currently carried on by the Arts Center or that would otherwise be carried on by the Arts Center if CAPP did not exist. In further support of the Arts Center, CAPP may from time to time make grants to the Arts Center or to other organizations that have purposes or carry on activities that support the Arts Center's tax-exempt charitable and educational purposes.

Attachment V, 2a

Each of Steven Woods and Marlene Yang is also a director of the Arts Center, though this is not a family or business relationship within the meaning of this application.

Attachment V, 3a

Name	*Qualifications* (Resumes available upon request)	*Average Hours Worked*	*Duties*
Steven Woods	Business professional; substantial experience leading charitable organizations; board member of the Arts Center.	5 hours per month	Director & President
Kathryn Burke	Nationally recognized non-profit arts leader; substantial experience leading charitable arts organizations; former chairperson of the Wisconsin Arts Board; former board member of the Arts Center.	5 hours per month	Director, Vice President & Secretary
Marlene Yang	Respected community leader; substantial experience serving as a board member of charitable and educational organizations; board member of the Arts Center; board member of the Kohler School Board of Education.	5 hours per month	Director & Treasurer

Attachment V, 4

CAPP does not intend to compensate its directors and officers, and does not intend to hire employees or independent contractors who will be paid more than $50,000 per year. If this changes in the future, then CAPP will take steps to ensure that the practices outlined in Part V, Lines 4a – g and its Conflict of Interest Policy are followed.

Attachment: Part V, Line 5a

CONFLICT OF INTEREST POLICY

(SEE ATTACHED)

CREATION AND PRESERVATION PARTNERS, INC.

CONFLICT OF INTEREST POLICY

(Adopted by the Board of Trustees on October 26, 2012)

PURPOSE

Creation and Preservation Partners, Inc. ("CAPP"), is committed to integrity and fairness in the conduct of all of its activities. All decisions of CAPP's trustees, advisory committees, consultants, advisors, officers, and individuals serving as staff to CAPP, whether or not paid by CAPP (hereinafter "employees"), shall be made solely on the basis of a desire to promote the best interests of CAPP. From time to time, potential conflicts of interest or the appearance of conflicts of interest inevitably will arise. CAPP will deal with such conflicts of interest openly and in accordance with the following principles and procedures.

This Conflict of Interest Policy (the "Policy") is intended to supplement, but not replace, any federal or state laws governing conflicts of interest applicable to not-for-profit organizations that are described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and are public charities as described in Code Section 509(a)(3).

This Policy may be amended from time to time by the Board of Trustees, with the approval of the John Michael Kohler Arts Center, Inc. (the "Arts Center"), to the extent that any such amendment applies to the Arts Center.

DISCLOSURE

Each trustee, officer, employee, and member of an advisory committee with respect to CAPP will disclose to the Board of Trustees all conflicts of interest, including but not limited to the following:

- Service as a board member, trustee, officer, or employee of, or Material Financial Interest (as defined below) in, an organization with which CAPP conducts or may conduct financial or business transactions (including vendor relationships);
- Similar service with or Material Financial Interest in any such organization by any Family Member (as defined below) of a trustee, officer, employee, or advisory committee member;
- Service as a board member, trustee, officer, or employee of the Arts Center;
- Similar service as a board member, trustee, officer, or employee of the Arts Center by any Family Member;
- Any interest that a third party might reasonably believe could cause the individual's action to be affected by self-interest or another interest in whole or in part; and

- Any other situation that may prevent the trustee, officer, employee, or advisory committee member from acting impartially and in the best interests of CAPP.

In light of CAPP's purpose to make distributions to or for the benefit of the Arts Center, a grant to the Arts Center by CAPP is not considered to create a conflict of interest for any purpose under this Policy.

When in doubt as to the existence of a conflict of interest, individuals should err on the side of disclosure.

The term "Material Financial Interest" means ownership of 10% or more of the equity or profits interests in an entity.

The term "Family Member" means (1) an individual's spouse, domestic partner, ancestor, sibling, child, grandchild, great grandchild, immediate household member; or (2) the spouse of the individual's sibling, child, grandchild, great grandchild, or immediate household member.

The President shall determine the extent to which this Policy shall apply to any other person.

Special Situations

Individuals may be confronted with special situations that are not specifically addressed by this Policy. If any individual has a question as to the proper course of action, the matter should be disclosed to the President or the Board of Trustees. The President or the Board of Trustees, as the case may be, shall determine the appropriate handling of such special situations.

Disclosure Statement and Continuing Obligation

The *Conflict of Interest Disclosure Statement* in the form attached to this Policy shall be submitted to the President or the President's designee annually by each trustee, officer, employee, member of an advisory committee, and any other person determined by the President to be subject to this Policy. Any individual who has an actual or potential conflict of interest as to any proposed grant, transaction, or other matter shall disclose the conflict of interest to the Board of Trustees or relevant committee, as the case may be, before any deliberations on the matter. When in doubt as to the existence of a conflict of interest, individuals should err on the side of disclosure.

All trustees, officers, employees, and members of advisory committees are under a continuing obligation to make full disclosure to the Board of Trustees or relevant committee, as the case may be, of all situations involving either actual or potential conflicts of interest, whenever such situations may arise.

COMPLIANCE WITH EXCESS BENEFIT TRANSACTION RULES

CAPP shall avoid any transaction that results in a direct or indirect economic benefit to an affiliated individual or organization that would constitute an excess benefit transaction under Code Section 4958. By way of example and not in limitation, the following individuals and organizations are affiliated with CAPP for purposes of these rules:

- CAPP Affiliates
  - Current and former (*i.e.*, within the last five years) trustees, officers, and employees of CAPP;
  - Family Members of CAPP's current and former trustees, officers, and employees; and
  - Organizations in which individuals identified above directly or indirectly own at least 35% of the voting shares, profits interest in a partnership, or beneficial interest as a beneficiary of a trust.
- Substantial Contributors Affiliates
  - Persons who have contributed more than 2% of CAPP's total support from its date of incorporation (each, a "Substantial Contributor");
  - Family Members of Substantial Contributors; and
  - Organizations in which individuals identified above directly or indirectly own at least 35% of the voting shares, profits interest in a partnership, or beneficial interest as a beneficiary of a trust.

DEALING WITH CONFLICTS

Following an individual's disclosure of an actual or potential conflict of interest, the Board of Trustees or relevant committee, as the case may be, shall determine whether a conflict of interest exists and, if so, shall determine the proper course of action to address the conflict of interest. The proper course of action generally shall include abstention from any vote on the matter by the individual with the conflict of interest. If each of the trustees or members of a committee, as the case may be, has a conflict of interest with respect to a matter to be considered by the Board of Trustees or committee, then the Board of Trustees shall develop an appropriate method of addressing the conflict of interest.

In general, after having fully disclosed any actual or potential conflict of interest, a trustee, officer, employee, member of an advisory committee, or any other individual determined by the President to be subject to this Policy must:

- provide information requested by the Board of Trustees or committee with respect to the conflict of interest;
- leave the room during the discussion and debate on the matter, if so requested by the Board of Trustees or committee;
- leave the room during the vote on the matter, if so requested by the Board of Trustees or committee; and
- abstain from any vote on the matter.

Because grants by CAPP to the Arts Center are not considered to create conflicts of interest under this Policy, a trustee is not required to abstain from the vote on any such grant even if the trustee is a trustee, officer, employee, or other representative of the Arts Center. However, abstention shall be required of an individual who serves as a trustee, officer, employee, or other representative of the Arts Center when CAPP is considering any non-grant transaction (*e.g.*, a lease, contract, or purchase) with the Arts Center.

At all times all individuals affiliated with CAPP shall act in a manner consistent with their fiduciary obligations to CAPP and shall exercise particular care that no detriment to the interests of CAPP (or appearance of such detriment) may result from a conflict between these interests and any personal interests the individual may have.

Records of Proceedings

The minutes of meetings of the Board of Trustees or any committee shall contain the names of the individuals who disclosed a conflict of interest, the actions taken by the Board of Trustees or committee in response, and the abstention of the individual with the conflict of interest from the vote on the matter involved.

NO RETURN BENEFIT

No trustee, officer, employee, or advisory committee member shall knowingly accept any material gift of goods or services when it reasonably could be inferred that the gift was intended to influence an official action.

CREATION AND PRESERVATION PARTNERS, INC.
CONFLICT OF INTEREST ANNUAL DISCLOSURE STATEMENT

To: President, Creation and Preservation Partners, Inc.

As part of its Conflict of Interest Policy (the "Policy"), Creation and Preservation Partners, Inc. ("CAPP"), requires that its trustees, officers, employees, and advisory committee members disclose any actual or potential conflicts of interest. This disclosure statement assists in the implementation of that requirement.

Name: _____

Capacity: _____ Trustee

_____ Officer

_____ Advisory Committee Member

_____ Employee

_____ Other (please describe: _____)

DISCLOSURE

1. These are, to the best of my knowledge, the names of all corporations, companies, firms, or other business enterprises (a) with which I am affiliated (or with which any Family Member* is affiliated) as an employee, officer, director, trustee, or partner; or (b) in which I (or any Family Member*) have an ownership or profits interest of 10% or more if such entity is likely to do business with CAPP. (If none, please check here _____.)

Name of Business or Organization Position or Relationship

_____

_____

_____

_____

_____

_____

2. I have set forth below any information concerning myself or any Family Member* not requested in the preceding paragraphs which I feel may present an actual or potential conflict of interest. (If none, please check here _____.)

_____

_____

_____

_____

* "Family Members" are (1) my spouse, domestic partner, parents, siblings, children, grandchildren, great grandchildren, immediate household members; or (2) the spouses of my siblings, children, grandchildren, great grandchildren, and immediate household members.

CERTIFICATION

I have read and understand Creation and Preservation Partners, Inc.'s Conflict of Interest Policy and agree to comply with it in good faith.

I certify that I have completed truthfully the above disclosure statement, and I agree to report to the Board of Trustees any changes in the foregoing information as well as any possible conflict of interest that might develop before completion of my next disclosure statement.

_____ _____

Signature Date

Attachment V, 9

CAPP does not currently have any leases, contracts, loans or other agreements with any organization in which any of CAPP's officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest. However, CAPP may in the future enter into cost-sharing or similar agreements with the Arts Center, which is CAPP's supported organization and which may share officers, directors or trustees in common with CAPP. If CAPP should enter into any such agreement with the Arts Center, the parties will take steps to ensure that the terms of the agreement are reasonable and appropriate given the relationship of the parties and their statuses as organizations described in Code Section 501(c)(3).

Attachment VI, 1b

CAPP is organized and operated exclusively to benefit and support the Arts Center. CAPP will carry out its purposes, in part, by holding, managing, and investing assets to benefit the Arts Center, and by preserving and exhibiting works of art in support of the Arts Center. Additionally, CAPP may in the future make grants to the Arts Center to support the Arts Center's tax-exempt charitable and educational activities, as well as to other organizations that have purposes or conduct activities in support of the Arts Center's tax-exempt charitable and educational activities.

Attachment VIII, 4

(a) CAPP intends to conduct a variety of fundraising activities, included those identified in Part VIII, line 4. It intends to raise funds primarily from foundations, individuals, and corporations, but may engage in other fundraising opportunities from time to time. CAPP will register with the State of Wisconsin as a charitable organization that intends to solicit contributions upon receipt of its determination letter from the Service.

(b) CAPP may enter into, but does not currently have, contracts with individuals or organizations to raise funds on behalf of CAPP. To the extent CAPP enters into such agreements, the terms will be negotiated at arm's length and will reflect no more than fair market value.

(c) CAPP may conduct fundraising activities on behalf of the Arts Center, which is CAPP's supported organization. If CAPP does conduct such fundraising, CAPP will comply with the applicable Wisconsin law concerning registration of organizations that solicit charitable contributions.

(d) CAPP intends initially to conduct fundraising in the State of Wisconsin and, upon receipt of its determination letter from the Service, will register there as a charitable organization that intends to solicit contributions.

Attachment VIII, 10

CAPP may have or acquire intellectual property rights in the works of art that it will receive from donors or otherwise acquire, and may from time to time publish catalogues or other printed material in support of the Arts Center's tax-exempt charitable and educational purposes.

Attachment VIII, 11

CAPP will accept donations of cash, marketable securities, real property and works of art from its donors, subject to applicable federal and state law. From time to time, CAPP may accept contributions of other types of property, including intellectual property and closely held securities. Any such donations would be accepted only after approval by the Board of Trustees and only to the extent permitted by law.

Attachment VIII, 13

(b) CAPP may make loans or grants of works of art to the Arts Center for display to the public, or may make monetary loans or grants to the Arts Center. Such loans or grants would further CAPP's tax-exempt purposes by supporting the Arts Center's charitable and educational purposes. CAPP may also from time to time make grants to other organizations that have purposes or conduct activities that support the Arts Center's charitable and educational purposes.

(c) No agreements have been developed at this point.

(d) CAPP may lend or grant works of art to the Arts Center, which is CAPP's supported organization. CAPP may also from time to time make grants to other organizations that have purposes or conduct activities that support the Arts Center's charitable and educational purposes.

(e) CAPP will maintain copies of any loan or grant agreements between CAPP and the organizations to which it makes loans or grants, including records of any restrictions placed on the use of the loaned or granted works of art or granted funds.

(f) CAPP does not anticipate requiring an application form or grant proposal from the Arts Center.

(g) CAPP will monitor compliance with its loans or grants to confirm that the recipient organizations are using CAPP's works of art or funds exclusively for charitable and other tax-exempt purposes. CAPP has not yet determined whether it will require interim and final reports on the use of any loaned or granted works of art or granted funds.

Attachment VIII, 15

CAPP has a close connection with the Arts Center, which is CAPP's supported organization. The Arts Center currently provides CAPP with office space and administrative support at no cost to CAPP.

Attachment IX, A

STATEMENT OF REVENUE AND EXPENSES

Itemized Lists of Line Numbers:

Line	Type	FYE 12/31/12	FYE 12/31/13	FYE 12/31/14
23	Other – Maintenance	$15,000	$50,000	$50,000
	Other – Property Taxes	$18,000	$18,500	$18,500
	Other – Supplies, etc.	$500	$800	$800
	TOTALS:	**$33,500**	**$69,300**	**$69,300**

Attachment D, II, 1

As set forth in its Articles of Incorporation, attached hereto as Attachment II, 1, CAPP is a Type I supporting organization that has been organized and will be operated exclusively to support the John Michael Kohler Arts Center, Inc. (the "Arts Center"), which is a public charity described in Code Sections 170(b)(1)(A)(vi) and 509(a)(1). As set forth in Article III, Section 3, paragraph 3 of CAPP's Bylaws, attached hereto as Attachment II, 5, the Arts Center will appoint all of CAPP's trustees, thus satisfying the requirements for a Type I supporting organization.

Wisconsin Department of Financial Institutions
Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 5-Domestic Non-Stock Corporation Annual Report

Name of Entity

Search by Entity Name or ID:	CREATION AND PRESERVATION PARTNERS, INC. Entity ID: C083335
Formed under the laws of:	Wisconsin

Registered Agent

Registered Agent Individual:	STEVE WOODS
Name of Entity:	
Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Principal Office

Address:	608 NEW YORK AVE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081-4507

Directors

Name:	STEVE WOODS
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Officers

Name:	Steve Woods
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Statements

Does the entity have members?	No
Brief description of the nature of business:	Charitable supporting organization for the John Michael Kohler Arts Center
Has the entity entered into any	No

contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce?	

Signature

Title:	Officer
Date:	01/17/2018
I understand that checking this box constitutes a legal signature:	Yes
Signatory's Name:	Steve Woods

Contact Information (Optional)

Name:	Dana Furman
Address:	608 NEW YORK AVE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081-4507
Phone Number:	920-694-4529
Email Address:	dfurman@jmkac.org

Endorsement

	FILED
Received Date:	01/17/2018

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2016, or fiscal year beginning _____, 2016, and ending _____ 20___

▶ **Do not send to the IRS. Keep for your records.**

▶ **Information about Form 8879-EO and its instructions is at** www.irs.gov/form8879eo.

OMB No. 1545-1878

2016

Name of exempt organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Name and title of officer

STEVE WOODS
BOARD PRESIDENT

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a,** or **5a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b,** or **5b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than 1 line in Part I.

1a	Form 990 check here ▶ [X]	b **Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	3,339,126.
2a	Form 990-EZ check here ▶ [ ]	b **Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	Form 1120-POL check here ▶ [ ]	b **Total tax** (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here ▶ [ ]	b **Tax based on investment income** (Form 990-PF, Part VI, line 5)	4b	
5a	Form 8868 check here ▶ [ ]	b **Balance Due** (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize WIPFLI LLP to enter my PIN 12345

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ Richard T Bulger, Treas. - CAPP PRES JMKAC Date ▶ 11-3-17 11-10-17

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 39015554403

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Date ▶ 10/31/17

ERO Must Retain This Form - See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
CREATION AND PRESERVATION PARTNERS, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
608 NEW YORK AVENUE

City or town, state or province, country, and ZIP or foreign postal code
SHEBOYGAN, WI 53081

F Name and address of principal officer: STEVE WOODS
SAME AS C ABOVE

D Employer identification number
46-1273322

E Telephone number
920-458-6144

G Gross receipts $ 3,339,126.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2012

M State of legal domicile: WI

Part I Summary

1 Briefly describe the organization's mission or most significant activities: TO CARRY OUT THE PURPOSES OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	3
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	3
5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	3
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	605,411.	3,335,357.
9	Program service revenue (Part VIII, line 2g)	0.	0.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	3,769.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	605,411.	3,339,126.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	503,785.	476,665.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	503,785.	476,665.
19	Revenue less expenses. Subtract line 18 from line 12	101,626.	2,862,461.

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	2,170,166.	5,052,406.
21	Total liabilities (Part X, line 26)	4,275.	24,054.
22	Net assets or fund balances. Subtract line 21 from line 20	2,165,891.	5,028,352.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer Date

▶ STEVE WOODS, BOARD PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
AMANDA VANNATTA	AMANDA VANNATTA	10/31/17	☐	P00948755

Firm's name ▶ WIPFLI LLP Firm's EIN ▶ 39-0758449

Firm's address ▶ PO BOX 8700
MADISON, WI 53708-8700 Phone no. 608.274.1980

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission:
CREATION AND PRESERVATION PARTNERS, INC. (CAPP) IS ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES EXCLUSIVELY FOR THE BENEFIT OF, TO PERFORM THE FUNCTIONS OF, AND/OR TO CARRY OUT THE PURPOSES OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses $ 473,059. including grants of $ 0.) (Revenue $ 0.)
VISUAL ARTS - THE ORGANIZATION ACQUIRED WORKS OF ART TO HOLD AND MAINTAIN IN FURTHERANCE OF THE MISSION OF JOHN MICHAEL KOHLER ARTS CENTER, INC. EXISTING WORKS EXPERIENCED ONGOING CONSERVATION AND PRESERVATION EFFORTS.

4b (Code: _____) (Expenses $ _____ including grants of $ _____) (Revenue $ _____)

4c (Code: _____) (Expenses $ _____ including grants of $ _____) (Revenue $ _____)

4d Other program services (Describe in Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 473,059.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8	X	
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	8		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b		
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No," to line 3b, provide an explanation in Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*		14b		

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	3		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	3		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6		X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶WI

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶

KELLEY RENZELMANN - 920-458-6144

608 NEW YORK AVENUE, SHEBOYGAN, WI 53081

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) STEVE WOODS	1.00									
BOARD PRESIDENT	1.00	X		X				0.	0.	0.
(2) KATHRYN BURKE	1.00									
BOARD VICE PRESIDENT/SECRETARY		X		X				0.	0.	0.
(3) MARLENE YANG	1.00									
BOARD TREASURER	1.00	X		X				0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total ▶								0.	0.	0.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
SCOTT THIEL BUILDERS 709 BIRCH TREE ROAD, SHEBOYGAN, WI 53083	REHABILITATION SERVICES	274,272.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 1

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d	325,000.				
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	3,010,357.				
	g Noncash contributions included in lines 1a-1f: $						
	h Total. Add lines 1a-1f			3,335,357.			
Program Service Revenue		Business Code					
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
	3 Investment income (including dividends, interest, and other similar amounts)			3,769.			3,769.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6a Gross rents						
	b Less: rental expenses						
	c Rental income or (loss)						
	d Net rental income or (loss)						
		(i) Securities	(ii) Other				
	7a Gross amount from sales of assets other than inventory						
	b Less: cost or other basis and sales expenses						
	c Gain or (loss)						
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	a					
	b Less: direct expenses	b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	a					
	b Less: direct expenses	b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	a					
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory						
	Miscellaneous Revenue	Business Code					
	11a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions.			3,339,126.	0.	0.	3,769.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ... X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	3,235.		3,235.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	359,131.	359,131.		
12 Advertising and promotion				
13 Office expenses	1,122.	1,112.	10.	
14 Information technology	56.		56.	
15 Royalties				
16 Occupancy	22,964.	22,964.		
17 Travel	11,687.	11,687.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	36.	36.		
23 Insurance	4,996.	4,996.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a BUILDING SUPPLIES	73,133.	73,133.		
b LICENSE AND FEES	305.		305.	
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	476,665.	473,059.	3,606.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		1,490,313.	1	752,544.
	2	Savings and temporary cash investments		0.	2	2,255,569.
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		4,188.	9	140,886.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,903,497.			
	b	Less: accumulated depreciation	10b 90.	675,665.	10c	1,903,407.
	11	Investments - publicly traded securities			11	
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		2,170,166.	16	5,052,406.
Liabilities	17	Accounts payable and accrued expenses		4,275.	17	23,642.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		0.	25	412.
	26	**Total liabilities.** Add lines 17 through 25		4,275.	26	24,054.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		693,060.	27	2,266,395.
	28	Temporarily restricted net assets		1,472,831.	28	2,761,957.
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building, or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		2,165,891.	33	5,028,352.
	34	Total liabilities and net assets/fund balances		2,170,166.	34	5,052,406.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,339,126.
2	Total expenses (must equal Part IX, column (A), line 25)	2	476,665.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,862,461.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,165,891.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	5,028,352.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☒ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Information about Schedule A (Form 990 or 990-EZ) and its instructions is at** *www.irs.gov/form990.*

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization	**Employer identification number**
CREATION AND PRESERVATION PARTNERS, INC.	46-1273322

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☒ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☒ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☒ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations 1

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
JOHN MICHAEL KOHLER ARTS CENTER, INC.	39-1085180	7	X		0.	0.
Total					0.	0.

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ..... ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f)) ..... 14 %

15 Public support percentage from 2015 Schedule A, Part II, line 14 ..... 15 %

16a **33 1/3% support test - 2016.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☐

b **33 1/3% support test - 2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☐

17a **10% -facts-and-circumstances test - 2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

b **10% -facts-and-circumstances test - 2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ..... ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2015 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2016** (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from **2015** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2016.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1	X	
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		X
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		X
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		X
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		X
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		X
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		X
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		X
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		X
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		X
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		X
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		X
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a		X
b	A family member of a person described in (a) above?	11b		X
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in Part VI.*	11c		X

Section B. Type I Supporting Organizations

			Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1	X	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		X

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. *Answer (a) and (b) below.*			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. *Answer (a) and (b) below.*			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in **Part VI**). See instructions	
7	**Total annual distributions.** Add lines 1 through 6	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions	
9	Distributable amount for 2016 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1	Distributable amount for 2016 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2016 (reasonable cause required- explain in Part VI). See instructions			
3	Excess distributions carryover, if any, to 2016:			
a				
b				
c	From 2013			
d	From 2014			
e	From 2015			
f	**Total** of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2016 distributable amount			
i	Carryover from 2011 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2016 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2016 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4			
5	Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions			
6	Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions			
7	**Excess distributions carryover to 2017.** Add lines 3j and 4c			
8	Breakdown of line 7:			
a				
b	Excess from 2013			
c	Excess from 2014			
d	Excess from 2015			
e	Excess from 2016			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at *www.irs.gov/form990* .

OMB No. 1545-0047

2016

Name of the organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization	Employer identification number
CREATION AND PRESERVATION PARTNERS, INC.	46-1273322

Part I **Contributors** (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	RUTH DEYOUNG KOHLER FOUNDATION, INC. 403 RIDGE COURT KOHLER, WI 53044	$ 510,357.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	JOHN MICHAEL KOHLER ARTS CENTER, INC. 608 NEW YORK AVENUE SHEBOYGAN, WI 53081	$ 325,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	RUTH DEYOUNG KOHLER 403 RIDGE COURT KOHLER, WI 53044	$ 2,500,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 46-1273322

Part II Noncash Property (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		$	

Name of organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Part III *Exclusively* religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization
CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number
46-1273322

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a [X] Public exhibition
b [X] Scholarly research
c [X] Preservation for future generations
d [X] Loan or exchange programs
e [ ] Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? [ ] Yes [X] No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? [ ] Yes [ ] No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? [ ] Yes [ ] No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII [ ]

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %
b Permanent endowment ▶ _____ %
c Temporarily restricted endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,902,778.		1,902,778.
b Buildings		719.	90.	629.
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				1,903,407.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO RELATED PARTY	412.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	412.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII [X]

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART III, LINE 1A:

IN ORDER TO SAVE IMPORTANT OEUVRES FROM DESTRUCTION, THE ARTS CENTER HAS BUILT A COLLECTION OF OBJECTS AND SITE WORKS THROUGH DONATIONS AND GRANTS. THE OBJECTS ARE REGULARLY EXHIBITED. IN ADDITION, THE ARTS CENTER HAS A COLLECTION OF ARTWORK PRODUCED BY ARTISTS IN ITS ARTS/INDUSTRY PROGRAM.

THE ART CENTER EMPLOYS A CURATOR TO ENSURE THAT THE COLLECTIONS ARE PROTECTED AND PRESERVED.

THE ARTS CENTER DOES NOT CAPITALIZE ITS COLLECTIONS ITEMS ACQUIRED EITHER THROUGH PURCHASE OR DONATION. PROCEEDS FROM DEACCESSIONS OR INSURANCE RECOVERIES ARE REFLECTED ON THE CONSOLIDATED STATEMENTS OF ACTIVITIES

Part XIII Supplemental Information *(continued)*

BASED ON THE ABSENCE OR EXISTENCE AND NATURE OF DONOR-IMPOSED RESTRICTIONS. DURING 2016 AND 2015, THERE WERE NO DISPOSALS OF COLLECTIONS ITEMS.

PART III, LINE 4:

THE ORGANIZATION HOLDS COLLECTIONS TO FURTHER THE EXEMPT PURPOSE OF THEIR SUPPORTED ORGANIZATION, THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

PART X, LINE 2:

AS REQUIRED BY UNCERTAIN TAX POSITION GUIDANCE, THE ARTS CENTER RECOGNIZES THE FINANCIAL STATEMENT BENEFIT OF A TAX POSITION ONLY AFTER DETERMINING THAT THE RELEVANT TAX AUTHORITY WOULD MORE LIKELY THAN NOT SUSTAIN THE POSITION FOLLOWING AN AUDIT. FOR TAX POSITIONS MEETING THE MORE-LIKELY-THAN-NOT THRESHOLD, THE AMOUNT RECOGNIZED IN THE CONSOLIDATED FINANCIAL STATEMENTS IS THE LARGEST BENEFIT THAT HAS A GREATER THAN 50 PERCENT LIKELIHOOD OF BEING REALIZED UPON ULTIMATE SETTLEMENT WITH THE RELEVANT TAX AUTHORITY. THE ARTS CENTER APPLIED THE UNCERTAIN TAX POSITION GUIDANCE TO ALL TAX POSITIONS FOR WHICH THE STATUTE OF LIMITATIONS REMAINED OPEN AND HAS DETERMINED THERE WERE NO MATERIAL UNRECOGNIZED TAX BENEFITS.

SCHEDULE O
(Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization
CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number
46-1273322

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

(THE "ARTS CENTER"), INCLUDING BY THE CARRYING ON OF SUCH OF THE ART CENTER'S PROGRAMS. THE PHRASE OF "SUCH OF ITS PROGRAMS" IS MEANT TO INCLUDE PROJECTS AND ACTIVITIES THAT THE ART CENTER CONDUCTS, SPONSORS, ADVISES, OR IN WHICH IT PARTICIPATES, INCLUDING, FOR THE PURPOSES OF ILLUSTRATION ONLY AND NOT IN LIMITATION, THE PRESERVATION AND EXHIBITION OF VERNACULAR ART ENVIRONMENTS, COLLECTIONS, AND PERFORMING ARTS. THE CREATION AND PRESERVATION PARTNERS MAY CARRY OUT ITS PURPOSES DIRECTLY OR BY MAKING GIFTS, GRANTS, OR OTHER PAYMENTS TO THE ARTS CENTER.

FORM 990, PART VI, SECTION A, LINE 6:

THE CREATION AND PRESERVATION PARTNERS SHALL HAVE A SINGLE CLASS OF VOTING MEMBERS, AND THE SOLE MEMBER OF THAT CLASS SHALL BE THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

FORM 990, PART VI, SECTION A, LINE 7A:

THE BOARD OF DIRECTORS OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC. SHALL APPOINT THE TRUSTEES OF THE CREATION AND PRESERVATION PARTNERS, INC.

FORM 990, PART VI, SECTION A, LINE 7B:

THE FOLLOWING ACTIONS MAY BE TAKEN ONLY BY THE JOHN MICHAEL KOHLER ARTS CENTER PURSUANT TO A VOTE OF ITS BOARD OF DIRECTORS: APPOINTMENT OF THE TRUSTEES OF THE CREATION AND PRESERVATION PARTNERS; AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE CREATION AND PRESERVATION PARTNERS; AMENDMENT OF THE BYLAWS OF CREATION AND PRESERVATION PARTNERS; MERGER,

Name of the organization: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 46-1273322

CONSOLIDATION, OR DISSOLUTION OF THE CREATION AND PRESERVATION PARTNERS; THE CREATION OF ANY SUBSIDIARIES OR AFFILIATES OF THE CREATION AND PRESERVATION PARTNERS.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 IS REVIEWED BY THE FINANCE COMMITTEE OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC. PRIOR TO FILING WITH THE INTERNAL REVENUE SERVICE. IN ADDITION, A COPY OF THE FORM 990 IS PROVIDED TO EACH TRUSTEE OF THE CREATION AND PRESERVATION PARTNERS, INC. BOARD OF TRUSTEES PRIOR TO FILING WITH THE INTERNAL REVENUE SERVICE.

FORM 990, PART VI, SECTION B, LINE 12C:

EACH TRUSTEE SHALL DISCLOSE TO THE BOARD OF TRUSTEES ANY CONFLICT OF INTEREST OR POSSIBLE CONFLICT OF INTEREST WHENEVER THE CONFLICT PERTAINS TO A MATTER BEING CONSIDERED BY THE BOARD OF TRUSTEES. ANY TRUSTEE HAVING A CONFLICT OF INTEREST ON ANY MATTER SHALL LEAVE THE ROOM DURING THE DISCUSSION AND VOTE ON THE MATTER AND SHALL ABSTAIN FROM VOTING ON THE MATTER BUT MAY BE COUNTED IN DETERMINING QUORUM FOR THE VOTE ON THE MATTER. IN ADDITION, HE OR SHE SHALL NOT USE HIS OR HER PERSONAL INFLUENCE ON THE MATTER, BUT MAY BRIEFLY STATE HIS OR HER POSITION ON THE MATTER AND MAY ANSWER PERTINENT QUESTIONS FROM OTHER TRUSTEES SINCE HIS OR HER KNOWLEDGE MAY BE OF GREAT ASSISTANCE. THE MINUTES OF THE MEETING INVOLVING ANY SUCH SITUATIONS SHALL REFLECT THAT A DISCLOSURE WAS MADE, THE ABSTENTION FROM VOTING, AND QUORUM SITUATION. IF A TRUSTEE IS UNCERTAIN AS TO WHETHER HE OR SHE HAS A CONFLICT OF INTEREST WHICH REQUIRES ABSTENTION, OR IF A TRUSTEE ASSERTS THAT ANOTHER TRUSTEE HAS SUCH A CONFLICT, THE BOARD OF TRUSTEES, BY MAJORITY VOTE OF THOSE PRESENT OTHER THAN THE TRUSTEE HAVING THE POSSIBLE CONFLICT, SHALL DECIDE WHETHER ABSTENTION IS REQUIRED. IF

Name of the organization: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 46-1273322

ABSTENTION IS REQUIRED, THE AFFECTED TRUSTEE SHALL LEAVE THE MEETING DURING THE DISCUSSION AND VOTE ON THE MATTER AND SHALL ABSTAIN FROM VOTING ON THE MATTER.

FORM 990, PART VI, SECTION B, LINE 15:

WHEN NECESSARY, THE ORGANIZATION FOLLOWS THE COMPENSATION POLICY OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC. (THE "ARTS CENTER"). THE ARTS CENTER'S HUMAN RESOURCE COMMITTEE REVIEWS THE TOP INDIVIDUALS' SALARIES ANNUALLY AT THE ANNUAL MEETING AFTER REVIEW OF COMPARABLE SALARY MARKET DATA AND A PERFORMANCE DISCUSSION. THE HUMAN RESOURCE COMMITTEE ALSO REVIEWS THE ENTIRE COMPENSATION SYSTEM, WHICH IS DRIVEN BY EXTERNAL MARKET COMPARISONS FOR SIMILAR TYPE AND SIZE ORGANIZATIONS AND INTERNAL EQUITY IF THE SYSTEM IS CHANGED.

THE HUMAN RESOURCE COMMITTEE ANNUALLY REQUESTS PERFORMANCE UPDATES FROM THE DIRECTOR OF KEY LEADERSHIP POSITIONS IN CLOSED SESSION. RETENTION AND SALARY ADJUSTMENTS ARE DONE ON A CASE-BY-CASE BASIS AND ARE FAIRLY UNCOMMON. WHEN DONE, AN EXTERNAL MARKET REVIEW AND INTERNAL EQUITY REVIEW ARE ALSO COMPLETED. ACTIONS OF THE COMMITTEE ARE DOCUMENTED IN THE COMMITTEE MEETING.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

CONTRACTOR FEES:

PROGRAM SERVICE EXPENSES 359,131.

Name of the organization: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 46-1273322

MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	359,131.
TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A	359,131.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Information about Schedule R (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	(g) Section 512(b)(13) controlled entity? No
JOHN MICHAEL KOHLER ARTS CENTER, INC. - 39-1085180, 608 NEW YORK AVENUE, SHEBOYGAN, WI 53081	TO ENCOURAGE & SUPPORT INNOVATIVE EXPLORATION IN THE ARTS.	WISCONSIN	501(C)(3)	LINE 7	N/A		X

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity	1a		X
b Gift, grant, or capital contribution to related organization(s)	1b		X
c Gift, grant, or capital contribution from related organization(s)	1c	X	
d Loans or loan guarantees to or for related organization(s)	1d		X
e Loans or loan guarantees by related organization(s)	1e		X
f Dividends from related organization(s)	1f		X
g Sale of assets to related organization(s)	1g		X
h Purchase of assets from related organization(s)	1h		X
i Exchange of assets with related organization(s)	1i		X
j Lease of facilities, equipment, or other assets to related organization(s)	1j		X
k Lease of facilities, equipment, or other assets from related organization(s)	1k		X
l Performance of services or membership or fundraising solicitations for related organization(s)	1l		X
m Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n	X	
o Sharing of paid employees with related organization(s)	1o	X	
p Reimbursement paid to related organization(s) for expenses	1p	X	
q Reimbursement paid by related organization(s) for expenses	1q		X
r Other transfer of cash or property to related organization(s)	1r		X
s Other transfer of cash or property from related organization(s)	1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

Form **8868**
(Rev. January 2017)

Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**

▶ **Information about Form 8868 and its instructions is at** *www.irs.gov/form8868* .

OMB No. 1545-1709

Electronic filing *(e-file).* You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs.gov/efile*, click on Charities & Non-Profits, and click on *e-file* for *Charities and Non-Profits.*

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

		Enter filer's identifying number
Type or print	Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or
	CREATION AND PRESERVATION PARTNERS, INC.	46-1273322
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 608 NEW YORK AVENUE	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. SHEBOYGAN, WI 53081	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ▶ KELLEY RENZELMANN 608 NEW YORK AVENUE - SHEBOYGAN, WI 53081
  Telephone No. ▶ 920-458-6144 Fax No. ▶
- If the organization does not have an office or place of business in the United States, check this box ..... ▶ ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ▶ ☐. If it is for part of the group, check this box ▶ ☐ and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until NOVEMBER 15, 2017, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ ☒ calendar year 2016 or
▶ ☐ tax year beginning _____, and ending _____.

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return
☐ Change in accounting period

3a	If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$	0.
b	If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	$	0.
c	**Balance due.** Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **8868** (Rev. 1-2017)

MAIL TO: DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201-0045

623841 01-11-17

AGRICULTURAL LAND LEASE

This lease entered into as of the 15 day of March, 2017, between CREATION & PRESERVATION PARTNERS, a supporting organization of the John Michael Kohler Arts Center, hereinafter referred to as "LANDLORD", and DAVID and ELEANOR DEMASTER d/b/a DEMASTER FARMS of Cedar Grove, Wisconsin, hereinafter referred to as "TENANT":

WITNESSETH:

1. **LEASE OF PREMISES**: LANDLORD for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by TENANT, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD on the same terms and conditions the following described premises:

two irregular parcels totaling approximately 13 acres as depicted on the attached maps.

2. **TERM**: This lease shall commence on April 1, 2017 and shall terminate on November 30, 2017. However, LANDLORD reserves the exclusive right to terminate in full or in part this lease with 20 days written notice for purposes of facilitating development needs.

3. **RENTAL**: The rental shall be $780.00 per year, payable on or before April 1, 2017.

4. **STIPULATED USAGE**: The leased premises are to be used for agricultural purposes only. The TENANT covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. **LIABILITY INSURANCE**: It is the responsibility of TENANT to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to LANDLORD upon request.

6. **ASSIGNMENT AND SUBLETTING**: TENANT may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of LANDLORD, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet.

7. **COMPLIANCE WITH LAW**: TENANT shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. **LANDLORD'S ENTRY FOR INSPECTION**: LANDLORD and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said

premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of TENANT.

9. **EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS:** Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

10. **SUCCESSORS, ETC.:** The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

11. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above set forth.

CREATION & PRESERVATION PARTNERS, LANDLORD

_____(seal)
Steve Woode, Board President

Payments are made after crops are harvested and sold. We pay at end of year December 30st

DEMASTER FARMS, TENANT

David DeMaster _____(seal)
David DeMaster

Eleanor DeMaster _____(seal)
Eleanor DeMaster

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552646
June 30, 2010 LTR 4168C 0
39-1085180 000000 00
00044651
BODC: TE

JOHN MICHAEL KOHLER ARTS CENTER INC
608 NEW YORK AVE
SHEBOYGAN WI 53081-4507

31110

Employer Identification Number: 39-1085180
Person to Contact: Gregory Renier
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 09, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1961.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON 25, D. C.

Original Exemption Letter

TAX ID: 39-1085180

Sheboygan Arts Foundation, Inc.
2019 South Ninth Street
Sheboygan, Wisconsin

PURPOSE	
Charitable and Educational	
ADDRESS INQUIRIES & FILE RETURNS WITH DIRECTOR OF INTERNAL REVENUE	
Milwaukee, Wisconsin	
FORM 990-A REQUIRED	ACCOUNTING PERIOD ENDING
[X] YES [ ] NO	December 31

Gentlemen:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning issues involved under other sections of the Code should be submitted to your District Director.

You are not required to file Federal income tax returns so long as you remain an exempt status. Unless you are engaged in the conduct of unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business income, any changes in your character, purposes or methods of operation should be reported immediately to your District Director for consideration of their effect upon your exempt status. You should also report any change in your form of organization. Your liability for filing the annual information return, Form 990-A, is not affected. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to your District Director.

Your District Director is being advised of this action.

Subscriptions and membership fees or dues which entitle individuals to any benefits or privileges are not considered to be contributions within the meaning of section 170 of the 1954 Code. (In this connection see Revenue Ruling 54-565, Cumulative Bulletin 1954-2, 95.)

Organizational amendment
Amend. May 24, 1966
1964?

Very truly yours,

F. Worley

Chief, Exempt Organizations Branch

Internal Revenue Service DEC 9 1982 Department of the Treasury

District
Director

Sheboygan Arts Foundation
608 New York Ave
Sheyboygan, Wi. 53081

Person to Contact: TAXPAYER SERVICE Divisi
Telephone Number: 1-800-652-9062 (Toll Fr
Refer Reply to: EP/EO
Date: DEC 07 1982
Form Number: 990
Period Ended: 7912, 8012
Exempt Status: 501 (c) (3)

We are pleased to tell you that as a result of our examination for the above periods, we will continue to recognize your organization as tax exempt. Your return for the above period has been accepted as filed.

We have indicated below whether there is a change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

A. ☒ There is no change.

B. ☐ There is no change; however, income and expenses per Form 990-T were not reported correctly. See the attached schedule.

C. ☐ You will receive an examination report explaining the proposed adjustments.

D. ☐ Attached is an examination report explaining the proposed adjustments.

However, as a result of the examination, we have noted one or more areas that should be brought to your attention. Those which are applicable to you are indicated on the attachment(s) to this letter.

Sincerely yours,

C O Switzer

District Director

Attachment(s)

A. ☐ During the examination, it was determined you did not timely file Forms 940, Employer's Annual Federal Unemployment Tax Return and/or Forms 941, Employer's Quarterly Federal Tax Return, for wages paid to employees. As required by Regulations section 31.6011(a)-3 and 31.6011(a)-4 you are liable for filing Forms 940, 941 and W-2 when wages are paid for services rendered.

B. ☐ Our review of your return, Form 990 (Form 990-PF) and related records, indicated that you did not file Forms 1099. As required by IRC 6041, you are liable for issuing Forms 1099 to recipients of prizes, awards and/or fees of $600 or more during a calendar year. Even though we have secured the above delinquent returns, your organization may be responsible for its filing requirements in subsequent years.

C. ☐ During the examination of your Form 990 (Form 990-PF), it was noted that you combined different sources of income under the line item "Gross Receipts." Although receipts were reported, you should avoid combining dissimilar types of income and reporting the aggregate figure as a single amount. When filing subsequent year returns, indicate each source of income on the appropriate line of your return. (See Box H for explanation)

D. ☐ During the examination of your Form 990 (Form 990-PF), it was noted that some amounts shown on the balance sheet did not reflect the amounts recorded in your books of account. For subequent years, returns should accurately provide figures to avoid possible penalty under IRC 6652(d)(1). (See Box H for explanation)

E. ☐ During the review of your organization, a delinquent Form 990-T, Unrelated Business Income Tax Return, was secured for the year under examination. You are required to file Form 990-T in any year in which you have unrelated business gross income of $1,000 or more as defined in section 1.6012-2(e) of the Regulations. (See Box H for explanation)

F. ☐ During the course of our examination, we secured a Form 990 (Form 990-PF) that was not timely filed. IRC 6652(d) imposes a penalty of $10.00 for each day the return is late unless it can be shown that the failure to file timely was due to reasonable cause.

G. ☐ During the review of your Form 990, it was determined that your organization did not identify its special fundraising activities. When subsequent year returns are filed, you should complete Part I, line 8, of Form 990 stating not only the type of fundraising activities but also the related receipts and expenses. Omitting material information on your Form 990 may subject you to the penalties imposed by IRC 6652(d)(1).

H. ☒ For subsequent years, item 23, page 3, of Part IV of Form 990 should be completed. This requires attaching a schedule of the support received by the foundation from substantial contributors and other disqualified persons.

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
SHEBOYGAN ARTS FOUNDATION, INC.

KNOW ALL MEN BY THESE PRESENTS that the members of Sheboygan Arts Foundation, Inc., a corporation organized under the laws of the State of Wisconsin, of the City of Sheboygan, Sheboygan County, Wisconsin, by the requisite number of votes of the members on April 25, 1995, adopted the following resolution:

RESOLVED THAT pursuant to the Articles of Incorporation and By-Laws of the corporation, the attached Amended and Restated Articles of Incorporation of Sheboygan Arts Foundation, Inc. were adopted.

The number of members of the corporation entitled to vote at the time of the adoption of these Articles of Amendment was 38. 38 members voted for the adoption of the Articles of Amendment to the Articles of Incorporation and 0 voted against such amendment, such vote being the affirmative vote requisite for the adoption of such amendment.

The original Articles of Incorporation were dated the 23rd day of April, 1959, and were filed in the office of the Secretary of State for the State of Wisconsin on the 24th day of April, 1959, and recorded in the office of the Register of Deeds of and for Sheboygan County, Wisconsin on the 27th day of April, 1959 at 10:25 o'clock a.m. in Volume Y of Miscellaneous on pages 534/39 as Document No. 722578.

IN WITNESS WHEREOF, the undersigned, Patricia Reiss, President, and Kathleen Chleborad, Secretary of Sheboygan Arts Foundation, Inc., have hereunto affixed their signatures at the City of Sheboygan, Sheboygan, Wisconsin, this 25th day of April, 1995.

SHEBOYGAN ARTS FOUNDATION, INC.

By Patricia Reiss
President

Countersigned:

By Kathleen Chleborad
Secretary

This instrument was drafted by:
Robert T. Melzer
Rohde, Dales, Melzer, Te Winkle & Gass
607 North 8th Street, 7th Floor
Sheboygan, WI 53081-4556
(414) 458-5501

TO BE RECORDED IN SHEBOYGAN COUNTY

9

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SHEBOYGAN ARTS FOUNDATION, INC.

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION supersede and take the place of the heretofore existing Articles of Incorporation of the Sheboygan Arts Foundation, Inc. This Corporation is subject to the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, and all amendments to the Articles of Incorporation are adopted pursuant to that law.

ARTICLE I

The name of the Corporation is Sheboygan Arts Foundation, Inc.

ARTICLE II

The period of existence is perpetual.

ARTICLE III

The purposes for which the Corporation is organized are exclusively aesthetic, educational, and charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE IV

The Corporation shall have members as provided for in the Bylaws.

ARTICLE V

These Articles may be amended by resolution setting forth such amendment or amendments adopted at any meeting of the members of the Corporation duly called for that purpose, or at any annual meeting, provided that a statement of the nature of the proposed amendment is included in the notice of the meeting, and shall be adopted upon receiving at least two-thirds (2/3) of the votes entitled to be cast by members present in person, or represented by proxy, at such meeting.

ARTICLE VI

The mailing address and county of the principal office of the Corporation is:

Address: John Michael Kohler Arts Center
608 New York Avenue
Sheboygan, Wisconsin 53081

County: Sheboygan

ARTICLE VII

The name and address of the registered agent of the Corporation is:

Ruth De Young Kohler
608 New York Avenue
Sheboygan, Wisconsin 53081

ARTICLE VIII

The number of directors of the Corporation will be fixed in the manner provided in the Bylaws of the Corporation but will not be less than three and will be elected or appointed in the manner provided in the Bylaws.

ARTICLE IX

The Corporation shall have all corporate powers enumerated in Chapter 181 of the Wisconsin Statutes except as follows:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

2. No substantial part of the activities of the Corporation shall be carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign, including the publishing or distribution of statements, on behalf of any candidate for public office.

3. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by:

A. A corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law; or

B. A corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE X

Upon dissolution of the Corporation, the assets remaining after paying or making provision for the payment of the liabilities of the Corporation shall be distributed in a manner determined by the Board of Directors exclusively for the purposes of the Corporation or to one or more organizations which then qualify as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal tax code. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the foregoing instrument was executed in duplicate by Sheboygan Arts Foundation, Inc., by its duly authorized officers, this 25th day of April, 1995.

SHEBOYGAN ARTS FOUNDATION, INC.

By: Patricia Reiss
President

Countersigned:

By: Kathleen Ellebrad
Secretary

STATE OF WISCONSIN
FILED
AUG 22 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

This instrument was drafted by:

Robert T. Melzer
Rohde, Dales, Melzer, Te Winkle & Gass
607 North 8th Street, 7th Floor
Sheboygan, WI 53081-4556

TO BE RECORDED IN SHEBOYGAN COUNTY

BYLAWS
OF
SHEBOYGAN ARTS FOUNDATION, INC.

ARTICLE I. MEMBERS

Section I.1. Membership.

Any person who shall hold an active membership in the John Michael Kohler Arts Center by virtue of his or her payment of the membership fee, as may be established from time to time by the Board of Directors, shall be a member of the Corporation. Such membership shall entitle the holder thereof to one (1) vote at any meeting of members, so long as he or she is present at those meetings and shall remain in good standing by abiding by the rules and regulations promulgated by the Board of Directors.

Section I.2. Annual Meeting.

The Annual Meeting of the Corporation shall be held in March, April, or May of each year, the exact date and time to be determined by the Board of Directors of the Corporation.

Section I.3. Special Meetings.

Special meetings may be called at any time by the President or a majority vote of the Board of Directors.

Section I.4. Notice of Meetings.

Written notice stating the place, date, and hour of the Annual Meeting or special meeting shall be given or mailed, at least ten (10) days prior to the meeting, to each member entitled to vote at such meeting at his or her address as it may appear in the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. Mail with postage thereon prepaid.

Section I.5. Quorum.

A majority of the members present at any meeting of the membership shall constitute a quorum.

ARTICLE II. BOARD OF DIRECTORS

Section II.1. General Powers.

The affairs of the Corporation shall be managed by its Board of Directors, and all corporate powers shall be exercised by the Board of Directors, except as otherwise expressly required by the Articles of Incorporation, these Bylaws, or by law.

Section II.2. Number and Term of Directors.

The number of directors shall be such number as may be specified by the Board of Directors at a meeting of such Board held at least fifteen (15) days before the date of the Annual Meeting or any special meeting of the members and shall not be less than sixteen (16) nor more than twenty-five (25) members, with all but one (1) being elected for terms of three (3) years. The directors with terms of three (3) years shall be staggered so that one-third of them expires each year. No more than one-half of the retiring directors may succeed themselves on the Board. The Board member with a one (1) year term shall be the General Chairperson of Friends of Art of the John Michael Kohler Arts Center whose term shall be the period he or she serves as Chairperson of Friends of Art. The retiring President of the Corporation shall serve on the Board of Directors as an ex officio member for one (1) year following the expiration of his or her term as President, provided his or her term as a member of the Board has also expired and he or she is not re-elected to the Board.

Section II.3. Election of Directors.

Directors shall be elected by the membership of the Corporation at its regular Annual Meeting. The Nominating Committee shall present a slate of nominees for election as directors. Nominations may also be made by members of the Corporation from the floor. Those individuals who receive a majority of the votes cast by members present and voting shall be deemed elected.

Section II.4. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place, day, and hour as the Board of Directors may designate, and an Annual Meeting of the Board of Directors shall be held immediately after each Annual Meeting of the members of the Corporation.

Section II.5. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons calling the special meeting shall fix the time and place for holding the meeting.

Section II.6. Notice of Meetings.

Notice of any regular meeting of the Board of Directors will be given to each director at least five (5) days before the meeting. The notice must state the place, date, and hour of the meeting but need not state the purpose of the meeting or the business to be transacted. The notice may be given by telephone, delivered personally, or mailed addressed to the director at his or her address as it appears in the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. Mail with postage thereon prepaid.

Notice of any special meeting will be given to each director at least 24 hours before the meeting. The format of and means of delivering such notice shall be the same as that for regular meetings.

No notice shall be required for the Annual Meeting of the Board of Directors immediately following each Annual Meeting of the members of the Corporation.

Section II.7. Waiver of Notice.

Any director may waive notice of any meeting. A director waives notice of any meeting by attending the meeting, unless the director objects at the meeting to the transaction of any business because the meeting is not lawfully called or convened. A director may also waive any required notice by signing a written waiver of notice containing the same information required for the notice. The director may sign the waiver before or after the meeting.

Section II.8. Quorum.

Any meeting of the Board of Directors at which all of the directors are present shall constitute a legal meeting of the Board. Any regular or special meeting of the Board at which more than one-half (1/2) of the number of members of the Board are present shall constitute a quorum. The directors present at any regularly called meeting may adjourn such meeting to another date even though a quorum is not present.

Section II.9. Manner of Acting.

Each director will be entitled to one vote, and the act of the majority of the directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater proportion is required by law, the Articles of Incorporation, or these Bylaws.

Section II.10. Action Without a Meeting.

The directors may take any action without a meeting if all of the directors entitled to vote sign a written consent setting forth the action to be taken.

Section II.11. Telephonic Meetings.

Except as herein provided, the Board of Directors (and any committees thereof) may participate in regular or special meetings by, or through the use of, any means of communication by which (i) all participants may simultaneously hear each other, such as by conference telephone, or (ii) all communication is immediately transmitted to each participant and each participant can immediately send messages to all other participants. Any participant in a meeting by such means shall be deemed present in person at such meeting. Notwithstanding the foregoing, no action may be taken at any meeting held by such means on any particular matter which the President (or chairperson of the committee) determines in his or her discretion to be inappropriate under the circumstances for action at a meeting held by such means, such determination to be made and announced in the notice of such meeting.

Section II.12. Vacancies.

The Board of Directors may fill any vacancy in the Board of Directors by electing a successor to hold office for the unexpired portion of the term.

Section II.13. Compensation.

Directors shall not receive any salaries for their services, provided that nothing herein shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation for such services.

Section II.14. Resignation.

Any director may resign or retire at any time by filing a written notice with the President or Secretary. A resignation shall take effect on the date the notice is received or at any later time if specified in the notice. Unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

Section II.15. Removal.

A director may be removed by a two thirds (2/3) affirmative vote of the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby.

ARTICLE III. OFFICERS

Section III.1. Number.

The officers of the Corporation will be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect or appoint any other officers which it deems necessary for the best interests of the Corporation. When other officers are elected or appointed, they shall have the authority to perform the duties prescribed by the Board of Directors. The same person may hold two or more offices, except the offices of President and Secretary and the offices of President and Vice President. Officers need not be directors.

Section III.2. Manner of Election.

Officers shall be elected annually by a majority vote of the Board of Directors at the regular Annual Meeting of the Board. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as is convenient. Vacancies may be filled, or new offices created and filled, at any meeting of the Board of Directors.

Section III.3. Term of Office.

Each officer shall be elected to a one (1) year term. Officers will hold office until the election of their successors or until their death, resignation, or removal. Officers may be re-elected to serve more than one term. The term of an officer elected to fill a vacancy shall expire at the end of the unexpired term that the officer is filling.

Section III.4. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed as an officer or agent, with or without cause, by a majority of the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby.

Section III.5. Resignation.

Any officer may resign at any time by filing written notice with the President. A resignation shall take effect on the date the notice is received or at any later time if specified in the notice. Unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

Section III.6. Vacancies.

The Board of Directors may fill any vacancy in an office by electing a successor to hold office for the unexpired portion of the term.

Section III.7. President.

The President shall be the principal executive officer of the Corporation and shall in general implement and supervise all of the business and affairs of the Corporation, subject, however, to the control of the Board of Directors and of any duly authorized committee of the Board of Directors. The President shall have the following powers, duties, and responsibilities:

a. Preside at all meetings of the Board of Directors, when present;

b. Sign, with the Secretary, any instruments authorized by the Board of Directors, unless the law, the Articles of Incorporation, the Bylaws, or the Board of Directors require that the instruments be signed or executed in a different manner; and

c. Perform any other duties incident to the office of President or assigned by the Board of Directors.

Section III.8. Vice President.

The Vice President shall have the following powers, duties, and responsibilities:

a. Perform the duties of the President when the President is absent or unable to act, with all the powers of and restrictions upon the President; and

b. Perform any other duties incident to the office of Vice President or assigned by the President or the Board of Directors.

Section III.9. Secretary.

The Secretary shall have the following powers, duties, and responsibilities:

a. Keep the minutes of the meetings of the Board of Directors;

b. Ensure that all notices are duly given in accordance with these Bylaws or as required by law;

c. Serve as custodian of the corporate records; and

d. Perform any other duties incident to the office of Secretary or assigned by the President or the Board of Directors.

Section III.10. Treasurer.

The Treasurer shall have the following powers, duties, and responsibilities:

a. Charge and custody of and be responsible for all funds and securities of the Corporation;

b. Receive and give receipts for money due to the Corporation;

c. Deposit all funds in the name of the Corporation in the banks or other depositories selected by the Board of Directors; and

d. Perform any other duties incident to the office of Treasurer or assigned by the President or the Board of Directors.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

Section IV.1 Executive Committee.

There shall be an Executive Committee comprised of the President and not more than eight (8) additional directors who shall be appointed by the President with the approval of the Board of Directors. The Executive Committee shall hold office during the current term of the officers of the Corporation. The Executive Committee may exercise the powers of the Board of Directors when the Board is not in session, except action in the election of officers or the filling of vacancies in the Board of Directors and in the Executive Committee. A majority of the members of the Executive Committee shall constitute a quorum thereof. The Executive Committee shall at all times be subject to dissolution by the Board of Directors, and any member thereof may be

removed at any time by action of the Board at any regular or special meeting of the Board of Directors.

Section IV.2. Nominating Committee.

There shall be a Nominating Committee comprised of at least three (3) and not more than seven (7) members of the Corporation who shall be appointed by the President, with the approval of the Board of Directors, to hold office during the current term of the officers of the Corporation. Members of the committee need not be directors. The Nominating Committee shall nominate persons for directors and officers of the Corporation.

Section IV.3. Finance Committee.

There shall be a Finance Committee comprised of at least three (3) and not more than seven (7) members of the Corporation who shall be appointed by the President, with the approval of the Board of Directors, to hold office during the current term of the officers of the Corporation. The Treasurer shall be a member of this Committee. Less than a majority of the Committee may be members of the Corporation who are not directors. The Finance Committee shall have the responsibility of supervising the financial affairs of the Corporation including the preparation of the annual budget.

Section IV.4. Other Committees.

The Board of Directors may have such other committees as are deemed in the best interests of the Corporation so long as their powers are not inconsistent with these Bylaws.

ARTICLE V. AUXILIARY GROUPS

Section V.1. Artists Advisory Board

There shall be a national artists council called Artists Advisory Board whose purpose shall be to serve as a liaison to the national artists community, to advise the John Michael Kohler Arts Center on artists issues, and to stimulate interest in and support for the Arts Center. Membership in the Artists Advisory Board shall be as established by the Board of Directors from time to time.

Section V.2. Friends of Art

There shall be a volunteer organization called Friends of Art whose purpose shall be to stimulate interest in and support for the John Michael Kohler Arts Center. Membership in Friends of Art shall be as established by the Board of Directors from time to time. The activities of Friends of Art shall be subject to review by the Board of Directors.

Section V.3. Other Auxiliary Groups.

The Corporation may sponsor such other support and interest groups as the Board of Directors from time to time deems desirable.

ARTICLE VI. CONTRACTS, CHECKS, LOANS, DEPOSITS, AND GIFTS

Section VI.1. Contracts and Other Documents.

Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents of the Corporation, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section VI.2. Checks, Drafts, and Loans.

All checks, drafts, loans, and notes, or any other orders for the payment of money or other evidence of indebtedness shall be issued in the name of the Corporation in such manner as is determined by the Board of Directors. In the absence of such determination, the instruments shall be signed by the Treasurer.

Section VI.3. Deposits.

All funds of the Corporation shall be deposited to the credit of the Corporation in the banks, trust companies, or other depositories as the Board of Directors may from time to time select.

Section VI.4. Gifts.

The Corporation shall seek and may accept any contribution, gift, bequest, donation, or devise that is consistent with its purposes. While the Corporation specifically encourages unrestricted gifts whose principal and/or income therefrom may be used for the Corporation's purposes in the discretion of the Board of Directors of this Corporation, the Board of Directors will accept gifts for a restricted or otherwise designated purpose if such restriction is determined by the Board of Directors to be acceptable or otherwise conforms with these Bylaws and any other guidelines established by the Board of Directors for such restricted gifts.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each calendar year.

ARTICLE VIII. AMENDMENTS TO THE BYLAWS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority vote of the members of the Corporation present at any Annual Meeting or special meeting, except for Bylaws adopted by the Board of Directors, which may be altered, amended, or repealed or new Bylaws adopted by a majority vote of the directors present at a regular or special meeting.

ARTICLE IX. INDEMNIFICATION

Section IX.1. Indemnification of Directors and Officers.

The Corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by reason of the fact that such person is or was a director or officer of the Corporation if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation. Such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the action, suit, or proceeding.

Section IX.2. Indemnification of Employees and Agents.

The Board of Directors may, in its sole discretion, provide indemnification to an employee or agent of the Corporation in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Corporation; provided, however, that prior to such indemnification, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

ARTICLE X. SEAL

The Corporation shall not have a seal.

Form 14
Secretary of State
WISCONSIN
(11/92)

1433067

VOL 1405 PAGE 395

'95 AUG 24 PM 2:33

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

001E#6939	0006	JR	$14.00
001E#6939	0006	LRIB	$2.00
001E#6939	0006	CO LRM	$4.00

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

Douglas L Follette

DOUGLAS LA FOLLETTE
Secretary of State

RECORDED
SHEBOYGAN COUNTY, WI
Darlene J Nerad Registrar
In Vol. 1405 of Records on page 395 400

Revisions from Governance Committee
July 14, 2015

AMENDED AND RESTATED BYLAWS OF JOHN MICHAEL KOHLER ARTS CENTER, INC.

(adopted as of Sept 22, 2015)

ARTICLE I
Offices

Section 1. Registered Office and Registered Agent. The John Michael Kohler Arts Center, Inc. (the "Arts Center"), shall maintain a registered office and registered agent in the State of Wisconsin. The identity of the registered agent may be changed from time to time by notifying the Wisconsin Department of Financial Institutions pursuant to the provisions of the Wisconsin Nonstock Corporation Law.

Section 2. Principal Office. The Arts Center may have such other offices, either within or beyond the State of Wisconsin, as may be designated from time to time by resolution of its board of directors (the "Board of Directors"), provided, however that the principal office shall at all times be located at the Arts Center.

ARTICLE II
Members

Any individual who shall hold an active membership in the Arts Center by virtue of her or his payment of the membership fee, as may be established from time to time by the Board of Directors, shall be a non-voting member of the Arts Center (a "Member"). Such membership shall entitle the holder thereof to attend any meeting of the Members. Other membership privileges include participation in various Member activities, programs, and publications of the Arts Center as may be designated by the Board of Directors or the Executive Director.

ARTICLE III
Board of Directors

Section 1. General Powers. The affairs of the Arts Center shall be governed by its Board of Directors.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors (each, a "Director" and collectively, the "Directors") shall be between sixteen (16) and twenty-five (25). No amendment of this section shall reduce the number of Directors to less than the number required by the Wisconsin Nonstock Corporation Law, which, at the time of adoption of these Bylaws, is three (3).

(b) Qualifications.

(i) Directors need not be residents of the State of Wisconsin.

(ii) Directors must be contributing Members of the Arts Center, as that status is defined from time to time by the Board of Directors.

(iii) Directors must be at least 21 years old.

(c) *Ex Officio* Directors. The Arts Center shall have one or more Directors who hold their positions *ex officio*, meaning they hold their positions automatically by virtue of having a particular status or position elsewhere.

(i) If the individual serving as the Immediate Past President pursuant to Section 10 of Article V is otherwise prevented by term limits from remaining on the Board of Directors for one (1) year following her or his term as President, that individual shall be an *Ex Officio* Director of the Arts Center, without regard to any term limit, for one (1) year and only one year following her or his term as President.

(ii) The President of the Friends of Art of the John Michael Kohler Arts Center (the "Friends of Art") shall be an *Ex Officio* Director of the Arts Center.

(iii) The *Ex Officio* Directors shall have voting rights, shall be included in the total number of authorized Directors, and shall be counted for purposes of determining whether a quorum is present.

(d) KTAE Director. At all times, there shall be one Director position which shall have been appointed by the board of the Kohler Trust for Arts and Education from among its then-serving trustees (the "KTAE Director"). The KTAE Director shall have voting rights, shall be included in the total number of authorized Directors, and shall be counted for purposes of determining whether a quorum is present. The KTAE Director shall be exempt from term limits. For purposes of clarification, while acting in her or his capacity as a Director of the Arts Center, the KTAE Director must, at all times, act on behalf of and in the best interests of the Arts Center.

Section 3. Election and Term.

(a) Method of Election. The Board of Directors shall elect the Directors, except the *Ex Officio* Directors, at the Annual Directors Meeting.

(b) Term of Office. The Directors, other than the *Ex Officio* Directors, have been classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class consisting of, as nearly as possible, an equal number of Directors. At the close of each Annual Directors Meeting, the successors to the class of Directors whose terms expired that year shall commence to hold office for a term of three (3) years, or until their successors have been appointed and qualified. In the event of an increase in the number of Directors, the Board of Directors shall assign the newly created directorship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Directors.

(c) Term Limits. Directors may serve for a maximum of two (2) consecutive three-year terms of office; provided, however, that the term limit for each Director in office upon the adoption of these Amended and Restated Bylaws shall be extended only so long as may be required to permit such Director to fulfill her or his current three-year term.

Section 4. Resignation. A Director may resign at any time by filing a written resignation with the Board of Directors, the President, or Secretary. The resignation of an individual from service as the President of Friends of Art shall be deemed also to be the individual's resignation from service as an *Ex Officio* Director.

Section 5. Removal. A Director may be removed from office with or without cause by the affirmative vote of two-thirds (2/3) of the Directors then in office either at a Regular Directors Meeting or a Special Directors Meeting called for that purpose. Written notice of the proposed removal of any Director must be delivered to all Directors at least seven (7) days prior to the date upon which such removal will be subject to a vote.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Directors from any cause, including from an increase in the number of Directors, an interim Director shall be appointed by the Board of Directors. An interim Director shall serve until the expiration of the term of office for the Director who created the vacancy.

Section 7. Annual Directors Meeting. The annual meeting of the Board of Directors (the "Annual Directors Meeting") shall be held in the month of January in each year for the purpose of electing officers and for transacting such other business as may come before the meeting.

Section 8. Regular Directors Meetings. The Board of Directors may provide by resolution for regular or stated meetings of the Board of Directors (each, a "Regular Directors Meeting"), to be held at a fixed time and place, and, upon the passage of any such resolution, such meetings shall be held at the stated time and place without other notice than such resolution.

Section 9. Special Directors Meetings. Unless otherwise prescribed by the Wisconsin Nonstock Corporation Law, special meetings of the Board of Directors (each, a "Special Directors Meeting") may be held at any time and place for any purpose or purposes on call of the President or Secretary. A Special Directors Meeting shall be called by the Secretary on the request of a majority of the Directors then in office.

Section 10. Meetings By Telephone or Other Communication Technology.

(a) Any or all Directors may participate in an Annual, Regular, or Special Directors Meeting by, or conduct the meeting through the use of, telephone or any other means of communication by which either: (i) all participating Directors may simultaneously hear or read each other's communications during the meeting or (ii) all communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time, and place of any Annual or Special Directors Meeting shall be given by oral or written notice delivered personally to each Director at least twenty-four (24) hours prior thereto, or by written notice given by other than personal

delivery at least forty-eight (48) hours prior thereto. Notice shall be given in one of the methods described in Article IV hereof. The purpose of and the business to be transacted at any Special Directors Meeting need not be specified in the notice or waiver of notice of such meeting, except as may otherwise be required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

(b) Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 13. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

Section 14. Action by Written Consent of Directors.

(a) Written Consent. The Board of Directors may act without a meeting if a consent in writing setting forth the action taken is signed by at least two-thirds of the Directors then in office. If fewer than all of the Directors sign the written consent action, then all of the Directors must receive notice of the action taken and the action will not become effective until the later of (i) the date specified in the written consent or (ii) the tenth day after the notice is given. If all of the Directors sign the written consent action, then the action will become effective when signed by all of the Directors unless a different effective date is specified in the written consent action.

(b) Use of Electronic Signature. A Director may take action by a written consent using an electronic signature if the electronic transmission approving the action includes the signatory's full name in a form intended by the signatory: (i) to serve as her or his signature, and (ii) to authenticate the consent. Each electronic signature should be affixed to an e-mail message or other electronic communication that: (x) contains, attaches, or otherwise references the written consent action, (y) includes an affirmative statement (such as "Yes," "I agree," or "I consent"), and (z) contains a clear reference to the written consent action in the subject line.

Section 15. Presumption of Assent. A Director who is present at a meeting of the Board of Directors shall be presumed to have assented to any action taken at the meeting unless (i) the Director's dissent is recorded in the minutes of the meeting; or (ii) the Director files a written dissent with the person acting as the secretary of the meeting before the adjournment of the meeting.

Section 16. Compensation. Directors shall not receive compensation for serving as Directors or for providing other personal services to the Arts Center. However, Directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 17. Conflict of Interest.

(a) Each Director shall disclose to the Board of Directors any conflict of interest or possible conflict of interest whenever the conflict pertains to a matter being considered by the Board of Directors.

(b) Any Director having a conflict of interest on any matter shall leave the room during the discussion and vote on the matter, and shall abstain from voting on the matter but may be counted in determining the quorum for the vote on the matter. In addition, she or he shall not use her or his personal influence on the matter, but may briefly state her or his position on the matter and may answer pertinent questions from other Directors since her or his knowledge may be of great assistance.

(c) The minutes of the meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

(d) If a Director is uncertain as to whether she or he has a conflict of interest which requires abstention, or if a Director asserts that another Director has such a conflict, the Board of Directors, by majority vote of those present other than the Director having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected Director shall leave the meeting during the discussion and vote on the matter and shall abstain from voting on the matter.

(e) The Board of Directors may, in its discretion, adopt a more comprehensive conflict of interest policy to supplement, amend, or supersede this Section 17.

Section 18. Committees.

(a) Executive Committee. There shall be an Executive Committee comprised of the President and not more than eight (8) additional Directors who may be recommended by the President but who shall be appointed by the Board of Directors. The Executive Director shall serve as a salaried, non-voting member of the Executive Committee. The Executive Committee may exercise the powers of the Board of Directors when the Board is not in session, except action in the election of officers or the filling of vacancies in the Board of Directors and or committees and except for actions prohibited by statute. A majority of the members of the Executive Committee shall constitute a quorum thereof. The Executive Committee shall at all times be subject to dissolution by the Board of Directors, and any member thereof may be removed at any time by action of the Board at any regular or special meeting of the Board of Directors.

(b) Nominating Committee. There shall be a Nominating Committee comprised of at least three (3) and not more than seven (7) Members of the Arts Center , a majority of which must be current Directors, who shall be appointed by the Board of Directors. The Nominating Committee shall nominate persons for election by the Board of Directors as Directors and officers of the Arts Center.

(c) Finance Committee. There shall be a Finance Committee comprised of at least three (3) and not more than seven (7) Directors who shall be appointed by the Board of Directors. The Treasurer shall be a member of this committee. The Finance Committee shall have the responsibility of supervising the financial affairs of the Arts Center.

(d) Other Committees. The Board of Directors may have such other committees as are deemed in the best interests of the Arts Center so long as their powers are not inconsistent with these Bylaws, the Articles of Incorporation, or statute. Individuals who are not members of the Board of Directors may serve on committees; provided, however, that committees that have and exercise the power of the Board of Directors shall consist of three (3) or more Directors.

ARTICLE IV
Methods of Giving Notice

Notice of any Annual or Special Directors Meeting, and any other notice required to be given under the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws may be communicated in person, by telephone, telegraph, teletype, facsimile, or other form of wire or wireless communication, including email, or by mail or private carrier, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

(a) When received.

(b) Five (5) days after deposit in the U.S. mail, if mailed postage prepaid and correctly addressed.

(c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

ARTICLE V
Officers

Section 1. Number. The principal officers of the Arts Center shall be a President, a Secretary, a Treasurer, and an Executive Director. The Board of Directors may elect one or more Vice Presidents and such other officers and assistant officers as may be deemed necessary. The same individual may simultaneously hold more than one office, except that the positions of President and Treasurer may not be held simultaneously by the same individual. Each of the President, Secretary, and Treasurer must also be a member of the Board of Directors. The Executive Director shall be a salaried, non-voting member of the Board of Directors.

Section 2. Election and Terms of Office. Officer elections generally shall be held at the Annual Directors Meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office from the close of the Annual Directors Meeting for a term of one year, or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, or until that officer shall resign or shall have been removed in the manner hereinafter provided; provided, however, that

the President shall be elected to a two-year term and the Executive Director shall be appointed to such term and upon such conditions as shall be determined by the Board of Directors. The President may serve for a maximum of one (1) two-year term in office. The Executive Director and the Treasurer shall serve at the pleasure of the Board of Directors and shall not be subject to term limits. The Secretary may serve for no more than three (3) consecutive one-year terms in office.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Arts Center will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall preside at all meetings of the Board of Directors; shall assure that the Board of Directors is advised on all significant matters of the Arts Center's business; shall act as chair of the Executive Committee of the Board of Directors; and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. In the absence of the President, she or he shall appoint another of the then-serving officers to perform the duties of the President and, when so acting, that officer shall have all the powers of and be subject to all of the restrictions of the President.

Section 6. Executive Director. The Executive Director shall be the principal executive officer and chief employee of the Arts Center and as such shall exercise general supervision of all operations and personnel of the Arts Center, subject to the direction or approval and the general supervision of the Board of Directors. The Executive Director shall see that the orders and resolutions of the Board of Directors are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Board of Directors. The Executive Director may sign bonds, mortgages, and all other contracts and documents, except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors, or by these Bylaws to some other officer or agent of the Arts Center. The Executive Director shall be a salaried, non-voting member of the Board of Directors. In her or his discretion, the Executive Director may participate as a non-voting member of the Nominating Committee and/or Finance Committee provided that if the Executive Director does not so participate, then the chair of the Nominating Committee and/or Finance Committee will keep the Executive Director apprised of the activities of the Nominating Committees and will regularly seek the Executive Director's guidance regarding the same.

Section 7. Secretary. The Secretary shall perform or direct and supervise the performance of the following: (a) attend all meetings of the Board of Directors and record all the proceedings of the meetings of the Board of Directors in one or more books provided for that purpose; (b) be the custodian of the corporate records; (c) keep a register of the post office address and electronic mail address of each Director, which shall be furnished to the Secretary by such Director; (d) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (e) in general perform all duties incident to the office of

Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 8. Treasurer. The Treasurer shall be the principal financial officer of the Arts Center. The Treasurer shall perform or direct and supervise the performance of the following: (a) have charge of and be responsible for overseeing the maintenance of adequate books of account for the Arts Center; (b) have charge of all funds and securities of the Arts Center, and be responsible for overseeing the management thereof, and for the receipt and disbursement thereof; and (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 9. Vice President or Vice Presidents. One or more Vice Presidents may be elected from time to time by the Board of Directors. The Vice President (or, in the event there is more than one Vice President, each of the Vice Presidents) shall perform such duties as shall be assigned to the Vice President by the President or the Board of Directors.

Section 10. Non-Officers: President Elect and Immediate Past President. There shall be a President Elect and an Immediate Past President who shall have the limited responsibilities set forth in this Section 10. Neither the President Elect nor the Immediate Past President shall be an officer of the Arts Center. The President Elect shall be identified by the Board of Directors and shall serve in this role throughout the President's second year in office. The general expectation is that the President Elect shall be elected to serve as the President following her or his year of service as the President Elect. The President Elect shall perform only such duties and shall have only such authority as shall be assigned to the President Elect by the President or the Board of Directors. The outgoing President of the Arts Center shall serve automatically in the role of the Immediate Past President for one year following her or his service as the President. The Immediate Past President shall perform only such duties and shall have only such authority as shall be assigned to the Immediate Past President by the President or the Board of Directors.

Section 11. Compensation. With the exception of the Executive Director, officers shall not receive compensation for serving as officers or for providing other personal services to the Arts Center. However, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

ARTICLE VI
Indemnification

Section 1. Mandatory Indemnification. The Arts Center shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Arts Center to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Arts Center. The Arts Center may indemnify its employees and

authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Wisconsin Nonstock Corporation Law or otherwise. All capitalized terms used in this Article VI and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporation Law.

Section 2. Permissive Supplementary Benefits. The Arts Center may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the Arts Center would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

Section 3. Chapter 42 Excise Tax. The Arts Center shall not make any indemnification which would give rise to a penalty excise tax under I.R.C. Chapter 42.

ARTICLE VII
Fiscal Year

The fiscal year of the Arts Center shall end on the last day of December in each year.

ARTICLE VIII
Seal

The Arts Center has no corporate seal.

ARTICLE IX
Corporate Acts and Signatures

Section 1. Corporate Acts. Each of the Executive Director, President, and Treasurer shall have authority to sign, execute, and acknowledge on behalf of the Arts Center, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Arts Center's regular business, or which shall be authorized by resolution of the Board of Directors. Except as otherwise provided by the Wisconsin Nonstock Corporation Law or directed by the Board of Directors, the President may authorize in writing any officer or agent of the Arts Center to sign, execute, and acknowledge such documents and instruments in her or his place and stead. The Secretary is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Arts Center. Notwithstanding any of the foregoing, however, no individual shall have the authority to sign, execute, or acknowledge any document in favor of herself or himself.

Section 2. Loans. No moneys shall be borrowed on behalf of the Arts Center and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Gifts. The Arts Center shall seek and may accept any contribution, gift, bequest, donation, or devise that is consistent with the Arts Center's purposes. While the Arts Center specifically encourages unrestricted gifts, the Board of Directors will accept gifts for a restricted or otherwise designated purpose if such restriction is determined by the Executive Director or the Board of Directors to be acceptable and otherwise in conformance with these Bylaws and any other guidelines established by the Board of Directors from time to time.

Section 4. Deposits. All funds of the Arts Center, not otherwise employed, shall be deposited from time to time to the credit of the Arts Center in such banks, investment firms, or other depositories as the Finance Committee or the Board of Directors may select.

ARTICLE X
Auxiliary Groups and Similar Bodies

Section 1. Auxiliary Groups. The Arts Center may from time to time establish auxiliary groups, councils, and similar bodies. Each auxiliary group, council, or similar body shall be subject to the supervision and review of the Executive Director or the Board of Directors, as appropriate.

Section 2. Friends of Art. There shall be a volunteer organization called Friends of Art whose purpose shall be to stimulate interest in and support for the Arts Center and to work with staff in the development and implementation of programming and operations. Membership in Friends of Art shall be as established by the Board of Directors from time to time.

ARTICLE XI
Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors.

* * * * * * *

Wisconsin Department of Financial Institutions
Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 5-Domestic Non-Stock Corporation Annual Report

Name of Entity

Search by Entity Name or ID:	JOHN MICHAEL KOHLER ARTS CENTER, INC. Entity ID: 6S10088
Formed under the laws of:	Wisconsin

Registered Agent

Registered Agent Individual:	SAM GAPPMAYER
Name of Entity:	
Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Principal Office

Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Directors

Name:	RICHARD BALGE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MICHAEL BEECK
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LINDA BRYCE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	BARBARA GRUBER

Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	ALEXANDRA GUEVARA
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LAURA KOHLER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	SARA LARSON
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	CHRISTINE LINDEMANN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	EDWARD MCKELVEY
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	FLORENCE MCKEOWN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	K.C. NEMSCHOFF
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	RICHARD PAULS
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI

Zip Code:	53081
Name:	MAEVE QUINN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	ANTHONY RAMMER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	KRISTI RICHERSON
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	SANDRA SACHSE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	NANCY SCHREIBER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MYSHOUA VANG
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	STEVE WESTPHAL
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MARLENE YANG
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Officers

Name:	SANDRA SACHSE
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	RICHARD BALGE
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LAURA KOHLER
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Statements

Does the entity have members?	Yes
Brief description of the nature of business:	NON-PROFIT VISUAL AND PERFORMING ARTS CENTER
Has the entity entered into any contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce?	No

Signature

Title:	Officer
Date:	06/02/2017
I understand that checking this box constitutes a legal signature:	Yes
Signatory's Name:	RICHARD BALGE

Contact Information (Optional)

Name:	DANA FURMAN
Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Phone Number:	920 458 6144
Email Address:	DFURMAN@JMKAC.ORG

Endorsement

	FILED
Received Date:	06/02/2017

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The parties acknowledge that the above Recitals are incorporated into and made a part of this Agreement.

2. CITY SERVICES

The City agrees to continue to furnish governmental services and benefits to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated educational, institutional, commercial properties and to inhabitants of the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services subject to the same duties and liability and to the same extent as apply to the public generally. Services and benefits included, but not limited by specific enumeration herein, are those typically supported by the property tax, such as fire and police protection, maintenance of public streets and street lights, and snow removal.

3. PILOT PAYMENTS

A. Payment. In recognition of the services outlined in 2 above, for the tax year of 2016, and for the following fourteen (14) tax years, Owner shall pay to the City the amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per tax year (collectively, the "PILOT Cost"). Notwithstanding any future changes to the City's portion of the net property tax mill rate or the Property's fair market or assessed value, the PILOT shall remain constant at a flat rate of $15,000.00 per tax year for the duration of the PILOT. The parties agree that Owner may elect, and has elected, to pay the net present value (using an 8% discount rate) of the PILOT Cost on the Effective Date of this Agreement. Simultaneous with the execution of this Agreement, Owner has paid to the City the amount of $138,663.55 in full satisfaction of Owner's payment obligations under this Agreement.

B. Use of Payment. The City may use and expend the PILOT hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

4. EXEMPT STATUS

The City has determined that, if the Owner uses the Property for the purpose described to the City or such other purposes consistent with Wis. Stat. § 70.11 (including but not limited to §70.11(4), (14) and (43)), and which will be affirmed in an application for exemption, the Property will qualify for real and personal property tax exemption under Wisconsin law. The City agrees that, if the areas of the Property eligible for tax exemption are limited, the Owner may designate to the fullest extent allowed by the law, which areas of the Property are to be treated as tax exempt for purposes of this Agreement. The City will not contest such designation of the Owner so long as this Agreement remains in effect. The City agrees to continue to recognize the property tax exempt status of the Property for 2016 and all subsequent years unless there is a change in use of the Property or a change in Wisconsin Statutes that would specifically change the status of the Property from exempt to taxable. The City Assessor may review the

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or it successors or assigns), no later than March 31st of that year, (ii) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies, (iii) the City shall promptly refund any PILOT payment to Owner (or its successors or assigns) attributable to such periods, and (iv) the appropriate portion of the Property shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by any procedure provided under Wisconsin law for similarly situated property.

5. SPECIAL ASSESSMENTS

While the Property may be subject to special assessments under Wis. Stat. § 66.0701 et seq. (but only to the extent benefited), the parties acknowledge that the Property is not benefited by any current projects in the City as of the date hereof, and, consequently, shall not be subject to any special assessments relating to such public works or improvements.

6. TERM OF AGREEMENT

This Agreement shall be permanent and shall run with the land.

7. AMENDMENT

The City and the Owner, and its successors or assigns, expressly reserve the right to modify, amend or terminate this Agreement from time to time as they shall mutually agree in writing, executed by both parties.

8. TERMINATION

The parties specifically agree and acknowledge that the payment herein is not a general property tax. In the event the Property should ever become subject to and liable for general property taxes, then Owner's obligation to pay the PILOT as herein set forth shall terminate and the City shall reimburse Owner for any amounts of the PILOT that are prepaid.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is duly held by a court of competent jurisdiction to be invalid, including as applied to any circumstance(s) of one or both parties, the remainder of this Agreement or its application to any other circumstance shall not be affected or impaired thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City shall be the governing law with respect to this Agreement.

10. AUTHORITY

The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter this Agreement.

11. PARTIES GOVERNED BY AGREEMENT

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither Owner nor its successors or assigns shall have any liability for obligations accruing under this Agreement with respect to any portions of the Property for any period of time other than during their ownership and/or occupancy.

12. RECORDING

Either party may record a memorandum of this Agreement with the Sheboygan County Register of Deeds.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Name: Michael J. Vandersteen
Its: Mayor

By: _____
Name: Susan Richards
Its: Clerk

ACKNOWLEDGMENT

State of Wisconsin)
)ss.
Sheboygan County)

Personally came before me this 2nd day of December, 2016, Michael J. Vandersteen and Susan Richards of the City of Sheboygan, Wisconsin known to me to be the persons who executed the foregoing instrument and acknowledge that they executed the foregoing instrument as officers of said municipality by its authority.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public – State of Wisconsin
My commission expires 1/27/18

34269373

Creation and Preservation Partners, Inc.

By:_____
Name: Steven E. Woods
Title: President, Board of Directors

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sheboygan County)

Personally came before me this 6 day of December, 2016, Steven E. Woods, President, Board of Directors, of Creation and Preservation Partners, Inc., known to me to be the person who executed the foregoing instrument and acknowledge they executed the foregoing instrument as officers of said corporation by its authority.

NOTARY PUBLIC
LEAH R. WYANT
STATE OF WISCONSIN

_____
Notary Public – State of Wisconsin
My commission expires Permanent

34269373

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

8 3 9 4 2 9 1
Tx:4116762

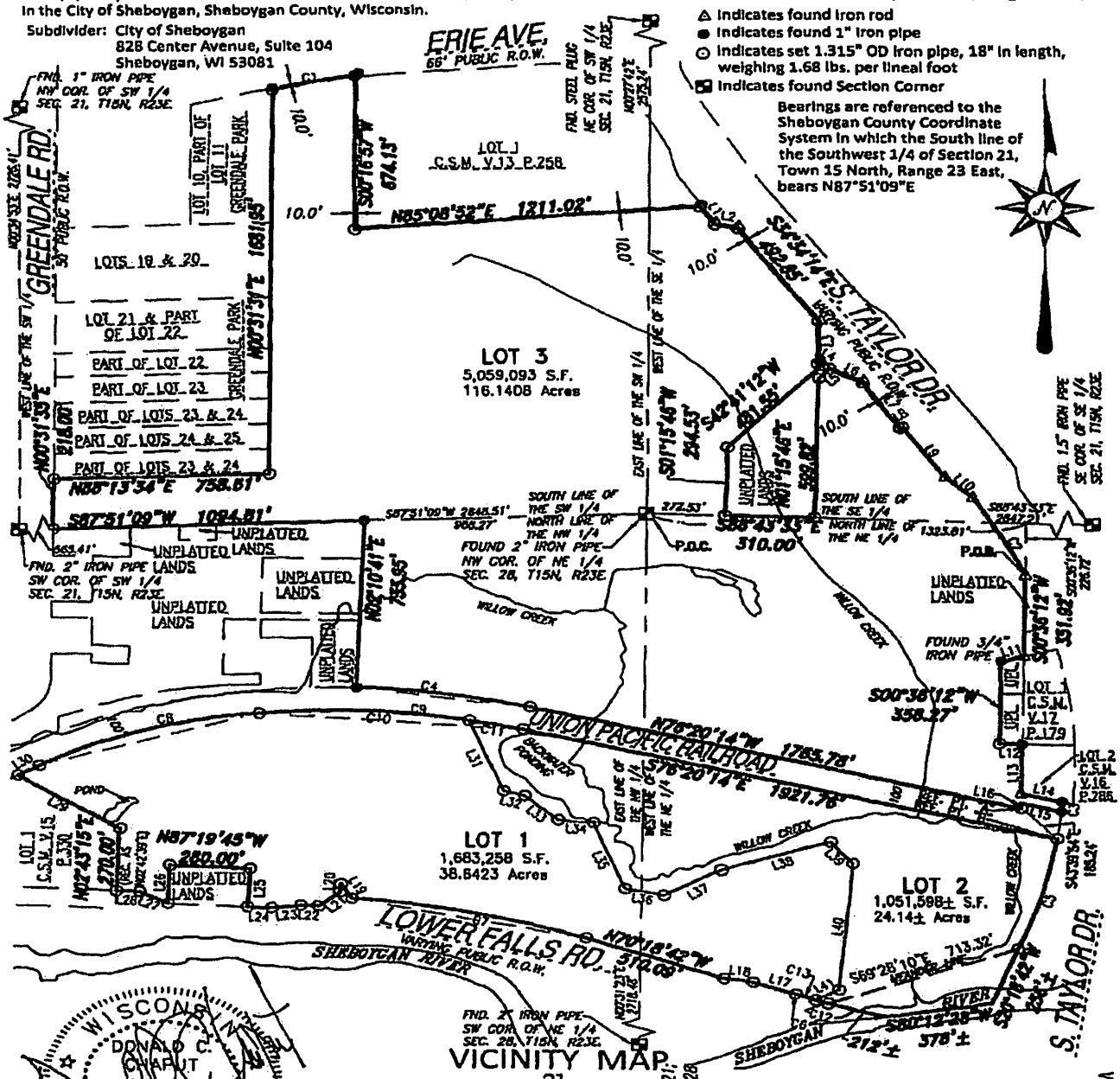
CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

△ Indicates found iron rod
● Indicates found 1" iron pipe
⊙ Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot
■ Indicates found Section Corner

Bearings are referenced to the Sheboygan County Coordinate System in which the South line of the Southwest 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E

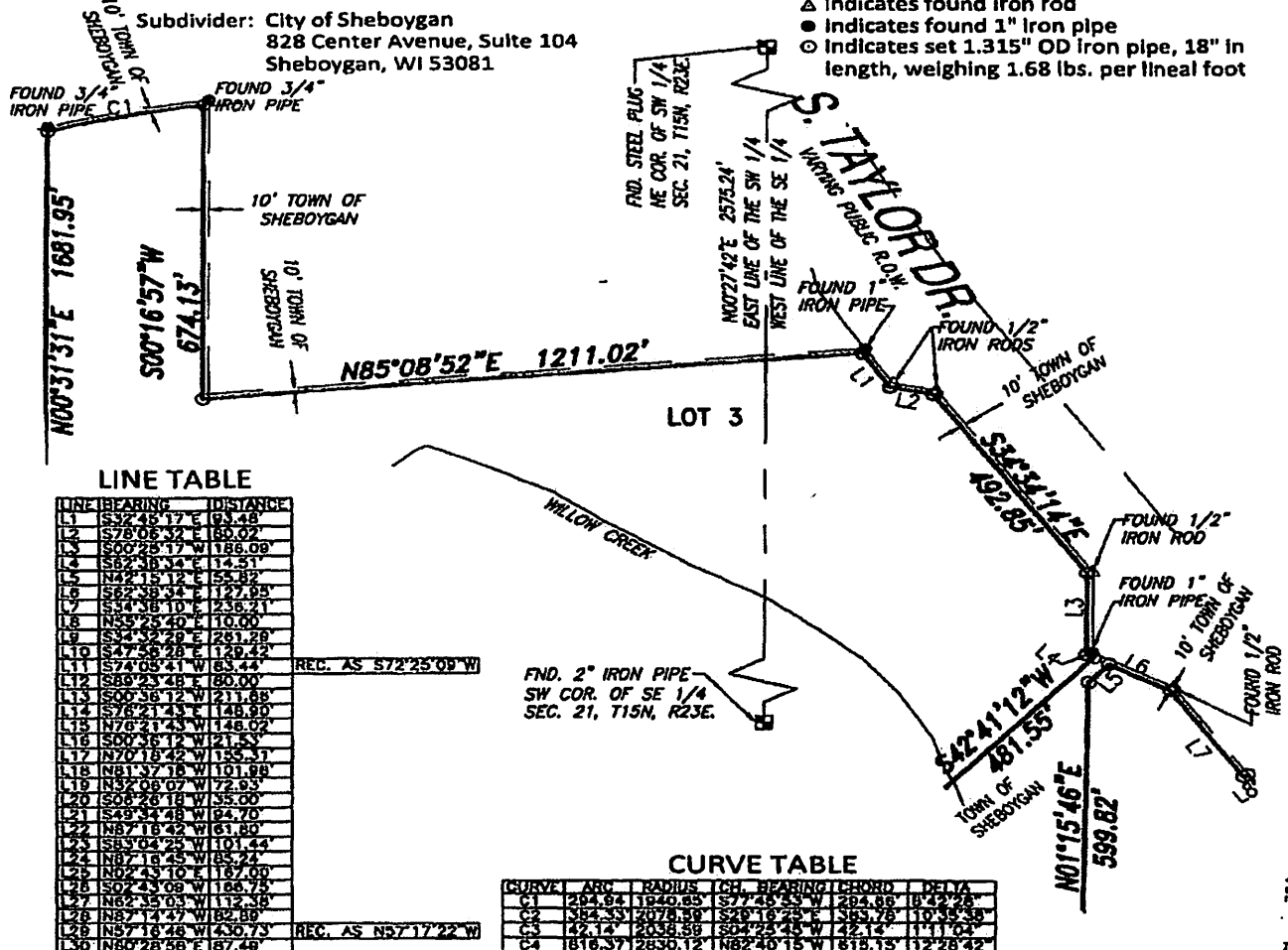

ERIE AVE.
66' PUBLIC R.O.W.
GREENDALE RD.
S. TAYLOR DR.
LOWER FALLS RD.
UNION PACIFIC RAILROAD
SHEBOYGAN RIVER
WILLOW CREEK
LOT 3
5,059,093 S.F.
116.1408 Acres
LOT 1
1,683,258 S.F.
38.6423 Acres
LOT 2
1,051,598± S.F.
24.14± Acres
LOTS 19 & 20
LOT 21 & PART OF LOT 22
PART OF LOT 22
PART OF LOT 23
PART OF LOTS 23 & 24
PART OF LOTS 24 & 25
PART OF LOTS 23 & 24
UNPLATTED LANDS
POND
P.O.B.
P.O.C.
FND. 1" IRON PIPE NW COR. OF SW 1/4 SEC. 21, T15N, R23E.
FND. 2" IRON PIPE SW COR. OF SW 1/4 SEC. 21, T15N, R23E.
FND. STEEL PLUG NE COR. OF SW 1/4 SEC. 21, T15N, R23E.
FND. 1.5" IRON PIPE SE COR. OF SE 1/4 SEC. 21, T15N, R23E.
FOUND 2" IRON PIPE NW COR. OF NE 1/4 SEC. 28, T15N, R23E.
FOUND 3/4" IRON PIPE
FND. 2" IRON PIPE SW COR. OF NE 1/4 SEC. 28, T15N, R23E.
N87°51'09"W 1084.81'
N00°13'34"E 758.81'
N00°31'39"E 1681.85'
S87°51'09"E 2645.51'
S01°15'46"W 589.85'
S42°41'12"W 681.55'
S42°41'12"E 402.85'
N85°08'52"E 1211.02'
S01°16'53"W 674.13'
N78°20'14"W 1785.78'
S78°20'14"E 1921.78'
N87°19'45"W 280.00'
N00°43'15"E 270.00'
N01°10'41"E 753.65'
S00°38'12"W 358.27'
S00°38'12"W 351.82'
S00°38'12"W 378'±
S65°28'10"E 713.32'
N01°18'42"W 310.00'
S88°25'35"E 310.00'
S87°51'09"W 2645.51'
272.53'
SOUTH LINE OF THE SW 1/4 NORTH LINE OF THE NW 1/4
SOUTH LINE OF THE SE 1/4 NORTH LINE OF THE NE 1/4
EAST LINE OF THE SW 1/4
WEST LINE OF THE SE 1/4
EAST LINE OF THE NW 1/4
WEST LINE OF THE NE 1/4
WEST LINE OF THE SW 1/4
663.41'
1328.81'
2647.21'
2647.21'
2647.21'
212'±
10.0'
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
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L40

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

△ Indicates found iron rod
● Indicates found 1" iron pipe
⊙ Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot



LINE TABLE

LINE	BEARING	DISTANCE	
L1	S32°45'17"E	93.48'	
L2	S78°06'32"E	80.02'	
L3	S00°25'17"W	186.09'	
L4	S62°38'34"E	14.51'	
L5	N42°15'12"E	55.82'	
L6	S62°38'34"E	127.95'	
L7	S34°36'10"E	236.21'	
L8	N35°25'40"E	10.00'	
L9	S34°52'29"E	281.28'	
L10	S47°56'28"E	129.42'	
L11	S74°09'41"W	63.44'	REC. AS S72°25'09"W
L12	S86°23'48"E	80.00'	
L13	S00°36'12"W	211.68'	
L14	S76°21'43"E	148.89'	
L15	N76°21'43"W	146.02'	
L16	S00°36'12"W	21.53'	
L17	N70°18'42"W	155.31'	
L18	N81°37'16"W	101.88'	
L19	N32°06'07"W	72.93'	
L20	S06°26'18"W	35.00'	
L21	S49°34'48"W	94.70'	
L22	N87°18'42"W	61.80'	
L23	S83°04'25"W	101.44'	
L24	N87°18'42"W	85.24'	
L25	N02°49'10"E	167.00'	
L26	S02°43'09"W	166.75'	
L27	N62°35'03"W	112.38'	
L28	N87°14'47"W	82.80'	
L29	N57°16'46"W	430.73'	REC. AS N57°17'22"W
L30	N80°28'58"E	67.49'	
L31	S22°01'50"E	327.38'	
L32	S75°16'28"E	79.96'	
L33	S47°57'44"E	158.04'	
L34	S84°45'14"E	122.58'	
L35	S21°27'01"E	306.38'	
L36	S78°12'15"E	136.46'	
L37	N80°31'33"E	230.12'	
L38	N71°36'48"E	398.30'	
L39	S40°51'14"E	122.28'	
L40	S04°55'08"W	538.15'	
L41	S80°10'53"W	192.46'	

CURVE TABLE

CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	284.94'	1940.65'	S77°48'53"W	284.68'	8°42'28"
C2	384.33'	2078.59'	S28°19'28"E	383.76'	10°35'36"
C3	42.14'	2038.59'	S04°22'48"W	42.14'	1°11'04"
C4	616.37'	2636.12'	N82°40'15"W	615.13'	13°24'42"
C5	503.67'	2030.32'	S15°31'03"W	502.36'	14°12'49"
C6	194.89'	2684.57'	N72°12'13"W	194.85'	4°09'19"
C7	841.61'	3021.17'	N76°28'21"W	838.86'	15°57'38"
C8	811.54'	1825.79'	N75°23'20"E	805.55'	25°08'41"
C9	931.79'	2797.18'	S88°08'28"E	927.49'	19°05'10"
C10	736.17'	2797.18'	S88°07'27"E	736.03'	15°04'13"
C11	193.62'	2797.18'	S78°34'52"E	193.58'	3°57'58"
C12	46.37'	2684.57'	N72°13'07"W	46.37'	0°59'23"
C13	74.66'	2684.57'	N70°55'30"W	74.66'	1°35'52"

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

GRAPHIC SCALE
0 300 600
(IN FEET)
1 inch = 300 ft.

VOL 27 PAGE 216

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 2 OF 5
Date: May 17, 2016
Drawing No. 2242-dmb

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bound and described as follows;

Commencing at the NW corner of the NE 1/4 of said Section 28; thence South 88°43'33" East along the North line of said 1/4 Section 1323.81 feet to a point; thence South 00°36'12" West 226.72 feet to the point of beginning of lands described hereinafter; thence South 00°36'12" West 351.92 feet to a point, said point being the Northwest corner of Lot 1 of Certified Survey Map recorded in Volume 17, Page 179; thence South 74°05'41" West 83.44 feet to a point; thence South 00°36'12" West 358.27 feet to a point; thence South 89°23'48" East 80.00 feet to a point, said point being the Northwest corner of Lot 2 of Certified Survey Map recorded in Volume 16, Page 286; thence South 00°36'12" West 211.86 feet along the West line of said Lot 2 a distance of 211.86 feet to the Southwest corner of said Lot 2; thence South 76°21'43 East along the South line of said Lot 2 a distance of 148.90 feet to the West line of South Taylor drive; thence Southerly along said West line 42.14 feet on the arc of a curve, whose radius is 2038.59, whose center lies to the West and whose chord bears South 04°25'45" West 42.14 feet; thence North 76°21'43" West 146.02 feet to a point; thence South 00°36'12" West 21.53 feet to Reference Point "A"; thence South 43°39'54" East 185.24 feet to a point on the West line of South Taylor Drive and Reference Point "B"; thence Southwesterly along said West line 503.67 feet on the arc of a curve, whose radius is 2,030.32 feet, whose center lies to the West and whose chord bears South 15°31'03" West 502.38 feet to a meander corner, said corner is 256 feet more or less Northeasterly from the centerline of the Sheboygan River; thence South 69°28'10" West along a meander line 713.32 feet to a point in the North line of Lower Falls Road, said point being 212 feet more or less Northwesterly from the centerline of the Sheboygan River; thence Northwesterly 121.23 feet along said North line on the arc of a curve, whose radius is 2,684.57 feet, whose center lies to the North and whose chord bears North 71°25'11" West 121.22 feet to a point; thence North 70°18'42" West along said North line 155.31 feet to a point; thence North 81°37'18" West along said North line 101.98 feet to a point; thence North 70°18'42" West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along said North line on the arc of a curve, whose radius is 3021.17 feet, whose center lies to the South and whose chord bears North 78°28'21" West 838.89 feet to a point; thence North 32°06'07" West along said North line 72.93 feet to a point; thence South 06°26'18" West along said North line 35.00 feet to a point; thence South 49°34'48" West along said North line 94.70 feet to a point; thence North 87°16'42" West along said North line 61.80 feet to a point; thence South 83°04'25" West along said North line 101.44 feet to a point; thence North 87°16'45" West along said North line 85.24 feet to a point; thence North 02°43'10" East 167.00 feet to a point; thence North 87°19'45" West 280.00 feet to a point; thence South 02°43'09" West 166.75 feet to a point on the North line of Lower Falls Road; thence North 62°35'03" West along said North line 112.38 feet to a point; thence North 87°14'47" West along said North line 82.89 feet to the Southwest corner of Lot 1 of a Certified Survey Map recorded in Volume 15, Page 330; thence North 02°43'15" East along the East line of said Lot 1 aforesaid 270.00 feet to the North line of said Lot 1; thence North 57°16'46" West along said North line 430.73 feet to a point on the South line of the Union Pacific Railroad lands; thence North 60°28'38" East along said South line 87.49 feet to a point; (Continued on next sheet)

VOL 27 PAGE 217

May 17, 2016
DATE

DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

Drawing No. 2242-dmb

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

(Continued)....thence Northeasterly 811.54 feet along said South line on the arc of a curve, whose radius is 1925.79 feet, whose center lies to the South and whose chord bears North 73°23'20" East 805.55 feet to a point; thence Easterly 931.79 feet along said South line on the arc of a curve, whose radius is 2797.18 feet, whose center lies to the South and whose chord bears South 86°08'28" East 927.49 feet to a point; thence South 76°20'14" East 1921.76 feet to Reference Point "B"; thence North 43°39'54" West 185.24 feet to Reference Point "A"; thence North 76°20'14" West along the North line of the Union Pacific Railroad lands 1765.78 feet to a point; thence Northeasterly 616.37 feet along said North line on the arc of a curve, whose radius is 2830.12 feet, whose center lies to the South and whose chord bears North 82°40'15" West 615.15 feet to a point; thence North 02°10'41" East 733.95 feet to a point on the North line of said NW 1/4 of Section 28, said point being South 87°51'09" West 988.27 feet from the NE corner of the NW 1/4 of said Section; thence South 87°51'09" West along said North line 1094.81 feet to a point on the East line of Greendale Road, said point being North 87°51'09" East 565.41 feet from the SW corner of the SW 1/4 of Section 21; thence North 00°31'35" East along said East line 218.00 feet to a point on the South line of Greendale Park, a recorded subdivision; thence North 88°13'34" East along said South line 758.61 feet to a point on the East line of said Greendale Park; thence North 00°31'31" East along said East line 1681.95 feet to a point 10 feet south of the South line of Erie Avenue; thence Easterly 294.94 feet along the arc of a curve 10 feet south of and parallel to said South line, whose radius is 1940.65, whose center lies to the South and whose chord bears North 77°45'53 West 294.66 feet to a point 10 feet West of the West line of a Lot 2, Certified Survey Map recorded in Volume 13 of Page 258; thence South 00°16'57" West 674.13 feet on a line 10 feet west of and parallel to the West line of said Lot 2, to a point; thence North 85°08'52" East 1211.02 feet on a line 10 feet South of and Parallel to the South line of said Lot 2, to a point 10 feet West of the Southwesterly right of way for South Taylor Drive; thence South 32°45'17 East parallel to said Southwesterly line 93.48 feet to a point; thence South 78°06'32" East parallel to said Southwesterly line 80.02 feet to a point; thence South 34°34'14" East parallel to said Southwesterly line 492.85 feet to a point; thence South 00°25'17" West parallel to said Southwesterly line 186.09 feet to a point; thence South 62°38'34" East parallel to said Southwesterly line 14.51 feet to a point; thence South 42°41'12" West 481.55 feet to a point; thence South 01°15'46" West 294.53 feet to a point on the South line of the SE 1/4 of Section 21, said point being South 88°43'33" East 272.53 feet from the SW corner of the SE 1/4 of Section 21; thence South 88°43'33" East along said South line 310.00 feet to a point; thence North 01°15'46" East 599.82 feet to a point; thence North 42°15'12" East 55.82 feet to a point 10 West of the Southwesterly right of way for South Taylor Drive; thence South 62°38'34" East 127.95 feet parallel to said Southwesterly line; thence South 34°36'10" East 236.21 on a line 10 feet and parallel to said Southwesterly line to a point; thence North 55°25'40" East 10.00 feet to the Southwesterly right of way of South Taylor Drive; thence South 34°32'29" East along said Southwesterly line 261.29 feet to a point; thence South 47°58'28" East along said Southwesterly line 129.42 feet to a point; thence along said Southwesterly line and the arc of a curve a distance of 384.33 feet, whose radius is 2078.59 feet, whose center lies to the Southwest and whose chord bears South 29°16'25" East 383.78 feet to the point of beginning.

Said lands contain 7,756,950 square feet, more or less, or 178.08 acres, more or less.

THAT I have made the survey, land division and map by the direction of City of Sheboygan, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision and Ordinances of the City of Sheboygan in surveying, dividing and mapping the same.

May 17, 2016
DATE

DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

VOL 27 PAGE 218

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

OWNER'S CERTIFICATE

THE CITY OF SHEBOYGAN, a Wisconsin municipality, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said municipality caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Sheboygan.

THE CITY OF SHEBOYGAN, as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of Sheboygan.

IN WITNESS WHEREOF, THE CITY OF SHEBOYGAN, has caused these presents to be signed by the hand of Michael Vandersteen, MAYOR, on this 25th day of July, 2016

In the presence of:

Mike Vandersteen, MAYOR

CHAD D. PELISHEK NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
:SS
SHEBOYGAN COUNTY)

Personally came before me this 25 day of July, 2016, Michael Vandersteen of THE CITY OF SHEBOYGAN, a Wisconsin municipality, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of Wisconsin
My commission expires. Aug. 31, 2019
My commission is permanent.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Sheboygan on this 25 day of July, 2016.

Mike Vandersteen, Mayor

Steve Sokolowski, Secretary

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

2024388
SHEBOYGAN COUNTY, WI
RECORDED ON
07/26/2016 9:08 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 2
PAGES: 5

VOL 27 PAGE 219

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 5 of 5
Date: May 17, 2016
Drawing No. 2242-dmb

8406882
Tx:4124454

2031670
SHEBOYGAN COUNTY, WI
RECORDED ON
12/07/2016 11:12 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION # 77.25(2)
Cashier ID: 9
PAGES: 4

Warranty Deed

THIS DEED is made between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter "Grantor"), and Creation and Preservation Partners, Inc. (hereinafter "Grantee").

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, located in the County of Sheboygan, State of Wisconsin (the "Property"):

See Exhibit A attached hereto.

Name and return address:
Leah R. Wyant
Reinhart Boerner Van Deuren
1000 North Water Street, Ste 1700
Milwaukee, WI 53202

Parcel Identification Numbers:
59281216521, 59281216526 and a portion of
59281216516, 59281216501, 59281216504

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of all encumbrances except the permitted encumbrances shown on Exhibit B attached hereto.

L.\

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of this 6 day of December, 2016.

City of Sheboygan

By: _____

Name: Michael J. Vandersteen

Its: Mayor

By: _____

Name: Susan Richards

Its: City Clerk

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of December, 2016, the above-named Michael J. Vandersteen, Mayor of the City of Sheboygan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
Kathryn A. Hoffman
My Commission: expires 1/27/18

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of December, 2016, the above-named Susan Richards, City Clerk of the City of Sheboygan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
Kathryn A. Hoffman
My Commission: expires 1/27/18

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Leah R. Harrand, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

32353501

EXHIBIT A

PROPERTY

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of general real estate taxes for the year 2016 and thereafter, none now due or payable.
2. GRANTS to Wisconsin Power & Light Company recorded in Volume 0 of Contracts on Page 588 as Document Number 294183 and Volume R of Contracts on Page 503 as Document Number 369634
3. GRANT to Wisconsin Telephone Company, Milwaukee & Lake Superior Telegraph Co. and Village of Kohler recorded in Volume 0 of Contracts on Page 24 as Document Number 249302a

Creation & Preservation Partners, Inc.

Attachment #4

1426

Payee City of Sheboygan
Vendor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
54562	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94

1426

Creation & Preservation Partners, Inc.
608 New York Ave
Sheboygan, WI 53081

BankFirst NATIONAL
For Better Banking, Think First.
BankFirstNational.com
79-113-759

1426

****Thirty Thousand Five Hundred Forty Two and 94/100 Dollars

DATE 1/17/2018

AMOUNT $30,542.94

PAY TO THE ORDER OF
City of Sheboygan
Nancy Buss Finance Director
828 Center Ave.
Sheboygan, WI 53081

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001426⑈ ⑆075901134⑆ 2⑈550⑈8791⑈

Creation & Preservation Partners, Inc.

1426

Payee City of Sheboygan
Vendor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
54562	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94



Search powered by GCS

(http://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx) (http://www.gcssoftware.com

2017 Real Estate Property Tax Receipt

Payment Date: 1/30/2018 12:29:24 PM

Tax District:	CITY OF SHEBOYGAN
County:	SHEBOYGAN COUNTY
Parcel #:	59281216522
Alt. Parcel #:	
Plat:	
Legal Description:	THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.
Owner Name:	CREATION & PRESERVATION PARTNERS, INC.
Owner Address:	608 NEW YORK AVE SHEBOYGAN WI 53081-4507
Property Address:	3530 LOWER FALLS RD
Section/Town/Range:	28-15N-23E
Acres:	30.520
Block/Condo Bldg:	

Batch:	700031
Payment Amount Received:	$30,542.94
Tax Amount Paid:	$30,542.94
Overpayment:	$0.00
Cashier:	Teller 1 WBTD

Notes: CK1426 30542.94 CREATION

Search powered by GCS

(http://www.gcssoftware.com

X

Gen. Ord. No. _____ - 18 - 19. By Alderperson Rindfleisch. October 1, 2018.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the City Development Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.3. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	NO. of Employees
A. CITY DEVELOPMENT DEPARTMENT		
Delete:		
3. Neighborhood Development Planner	J	1
Add:		
3. Community and Economic Development Planner.	K	1

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

Finance + Personnel

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Job Description

Job Title: **Community and Economic Development Planner** **Department:** City Development

Date Issue: 09/13/2018 **Reports To:** Director of Planning and Development

Classification: Exempt **Wage:** Salary Range K

Position Summary

Work involves coordinating community and neighborhood related programs and activities, representing the City to neighborhood groups and community organizations, identifying community issues, designing revitalization plans, and implementing solutions. Also assists with implementation of the City's economic development strategy related to business retention, expansion and workforce recruitment activities. Facilitates cooperation between service agencies/community groups and City administration. Design programs and services to support civic league initiatives for community development.

Essential Duties & Responsibilities

1. Coordinates the neighborhood liaison process by insuring frequent communication with community representatives and City departments concerning neighborhood plans and the planning process.

2. Coordinates the development of neighborhood actions plans to ensure work quality, evaluate progress, recommend changes, identify problem areas, and evaluate success. Advises neighborhood groups on what resources are available from City departments, other jurisdictions, other neighborhood groups, foundations, etc. to meet a particular need and assists in obtaining those resources.

3. Assists in the processing of Community Development Block Grant documents, Housing Rehabilitation Program, Lead Hazard Reduction Program, redevelopment and planning activities, etc.

4. Assist with preparing state and federal grant applications and administration.

5. Collects and analyzes information on neighborhood and group trends. Generates queries and reports from database(s) to provide needed information.

6. Assists with clerical duties of the office in the absence of department personnel. May include preparing agendas/minutes and relevant planning related documents.

7. Develops training curriculum and materials to present to staff and community representatives based on identified needs. Develops and evaluates course curricula, recruits facilitators. Writes reports, letters, memos, and program descriptions. Writes procedures, guidelines and manuals. Provides information on other planning processes.

8. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies; maintains complete and accurate records and makes reports.

9. Administers revolving loan activities, develops policies and procedure, and methods to implement programs.

10. Assists Director in applying for various Federal, State and local grants and assists in the supervision of project implementation.

11. Works with businesses, lenders, developers, Chamber of Commerce, Sheboygan Squared, Sheboygan County Economic Development Corporation to coordinate business retention, expansion, and recruitment activities.

12. Assists Director on specific development and redevelopment projects, including Tax incremental Finance District creation and amendments to existing districts.

13. Represents the department in its contacts with the business community and the general public, Council, City officials, boards, and other agencies.

14. Manages downtown and neighborhood revitalization strategies through coordination with internal departments as well as outside agencies.

15. Coordinates geographic information systems (GIS) activities for the department and trains other staff on mapping and data requirements.

16. Coordinates and designs city-wide graphics and publications for internal and external departments which promotes the city's brand and communicates to residents and visitors.

17. Performs other duties as assigned.

Qualification Requirements:

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development.

2. Knowledge and demonstrated experience in neighborhood revitalization activities, grant writing, and Community Development Block Grant programs.

3. Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a bachelor's degree.

4. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.

5. Considerable knowledge of office methods, practices, and equipment.

6. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc. and high level of proficiency in typing, dictation.

7. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400 and Microsoft Project, Publisher, Access and Outlook, ArcGIS, Adobe Photoshop, AutoCAD, Google Insketch, etc.)

8. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.

9. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, etc.

10. Ability to keep accurate statistical records and make reports.

11. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

Education and/or Experience

Requires a Bachelor's Degree in Urban or Regional Planning or closely related field and a minimum of three years of professional work experience in neighborhood group/association work, GIS community development, planning, development, redevelopment, grant writing.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Gen. Ord. No. _____-18 - 19. By Alderperson Wolf. October 1, 2018.

AN ORDINANCE creating timed parking limits on the west side of South 8th Street between New Jersey Avenue and Virginia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of South 8th Street from 90' north of the north curb line of New Jersey Avenue to 175' north of the north curb line of New Jersey Avenue is hereby added to the list of locations where parking is limited to a maximum of 15 minutes.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

3.1

R. O. No. 117 - 18 - 19. By CITY PLAN COMMISSION. September 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 15-18-19 by Alderperson Sorenson amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 11, 2018, recommends acceptance and approval of attached Substitute General Ordinance No. 15-18-19 which conditions the comprehensive plan amendment upon the purchase and sale of the 1436 South 15th Street on or before December 31, 2019.

Layover

CITY PLAN COMMISSION

Subs of Gen. Ord. No. 15 - 18 - 19. By Alderperson Sorenson.
September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classification is hereby amended by changing the Future Land Use Maps thereof and Use Classification of the following described lands from Class Employment to Class Multi-Family Residential Classification:

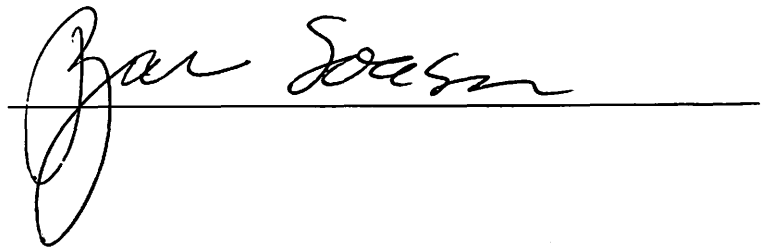
Property located at 1436 South 15th Street (Parcel No. 59281513391)

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

Section 2. Said comprehensive plan amendment shall be effective upon satisfaction of the following condition:

Closing of the purchase and sale of the VanDerVart property (the above described lands) from VanDerVart Concrete Products, LLC to Green Street Development, LLC, or related entity, for development of a mixed use project (apartments, commercial, etc.), on or before December 31, 2019.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



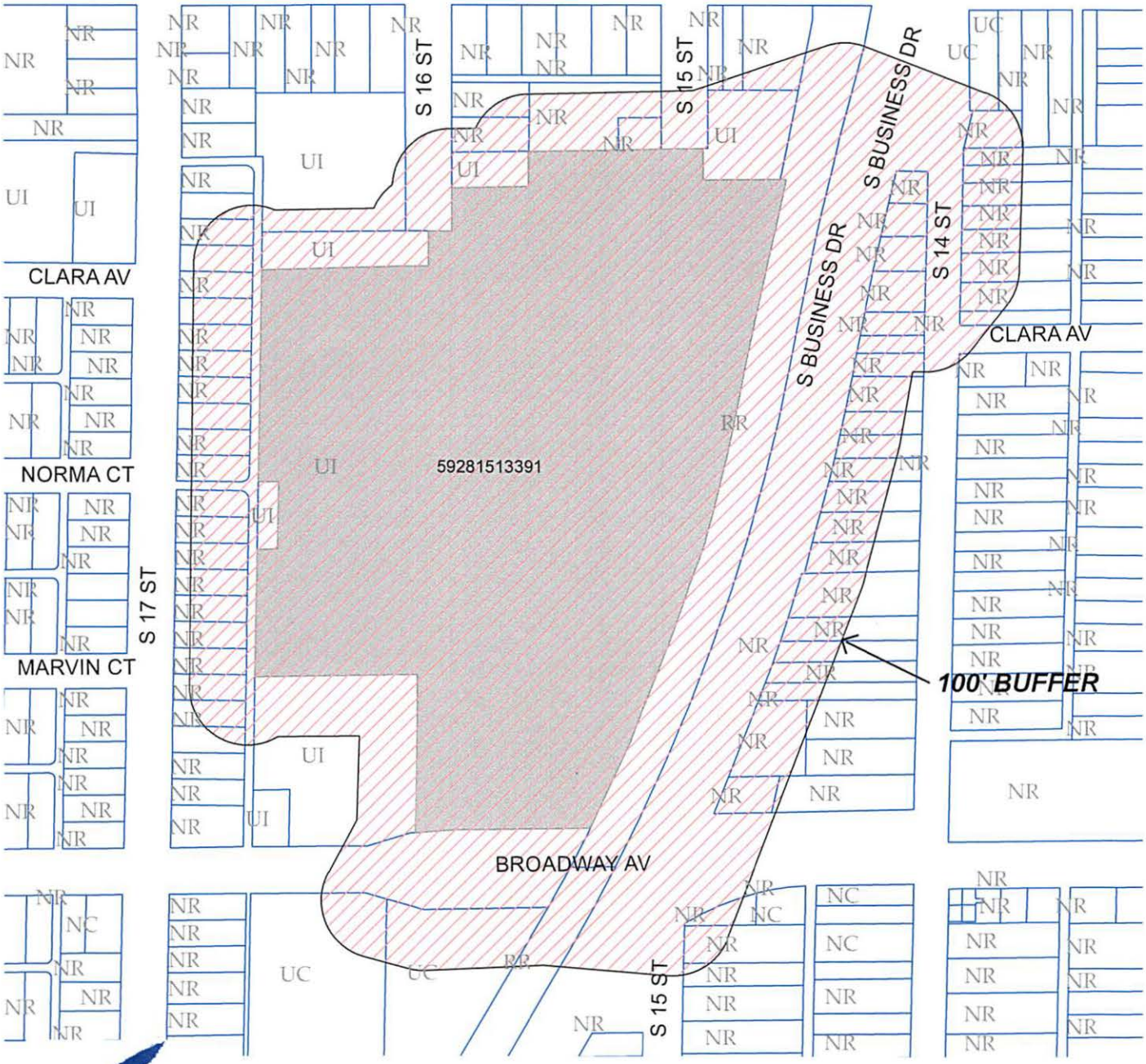
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT
FROM EMPLOYMENT TO MULTI-FAMILY RESIDENTIAL
SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240



City of Sheboygan
spirit on the lake.

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6.1

Gen. Ord. No. 15 - 18 - 19. By Alderperson Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

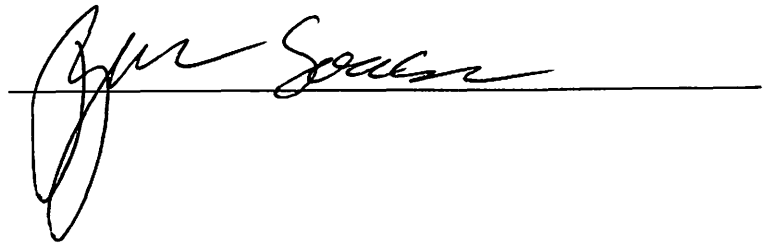
Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classification is hereby amended by changing the Future Land Use Maps thereof and Use Classification of the following described lands from Class Employment to Class Multi-Family Residential Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391)

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

City Plan

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

3.2

R. O. No. 116 - 18 - 19. By CITY PLAN COMMISSION. September 17, 2018.

Your Commission to whom was referred R.O. No. 108-18-19 by City Clerk and Gen. Ord. No. 16-18-19 by Alderperson Sorenson amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 11, 2018, recommends acceptance and filing of this Report of Officer, and approval of attached Substitute General Ordinance No. 16-18-19 which conditions the zoning amendment upon the purchase and sale of the 1436 South 15th Street on or before December 31, 2019.

Rep Ord

CITY PLAN COMMISSION

Subs. Of Gen. Ord. No. 16 - 18 - 19. By Alderperson Sorenson.
September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI)to Class Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

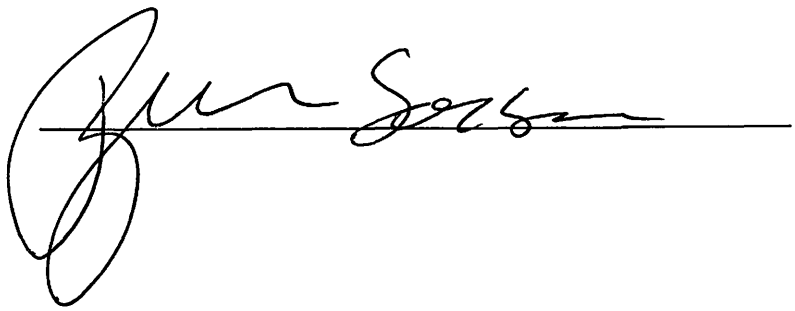
Property located at 1436 South 15th Street (Parcel No. 59281513391).

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

Section 2. Said zoning amendment shall be effective upon satisfaction of the following condition:

Closing of the purchase and sale of the VanDerVart property (the above described lands) from VanDerVart Concrete Products, LLC to Green Street Development, LLC, or related entity, for development of a mixed use project (apartments, commercial, etc.), on or before December 31, 2019.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

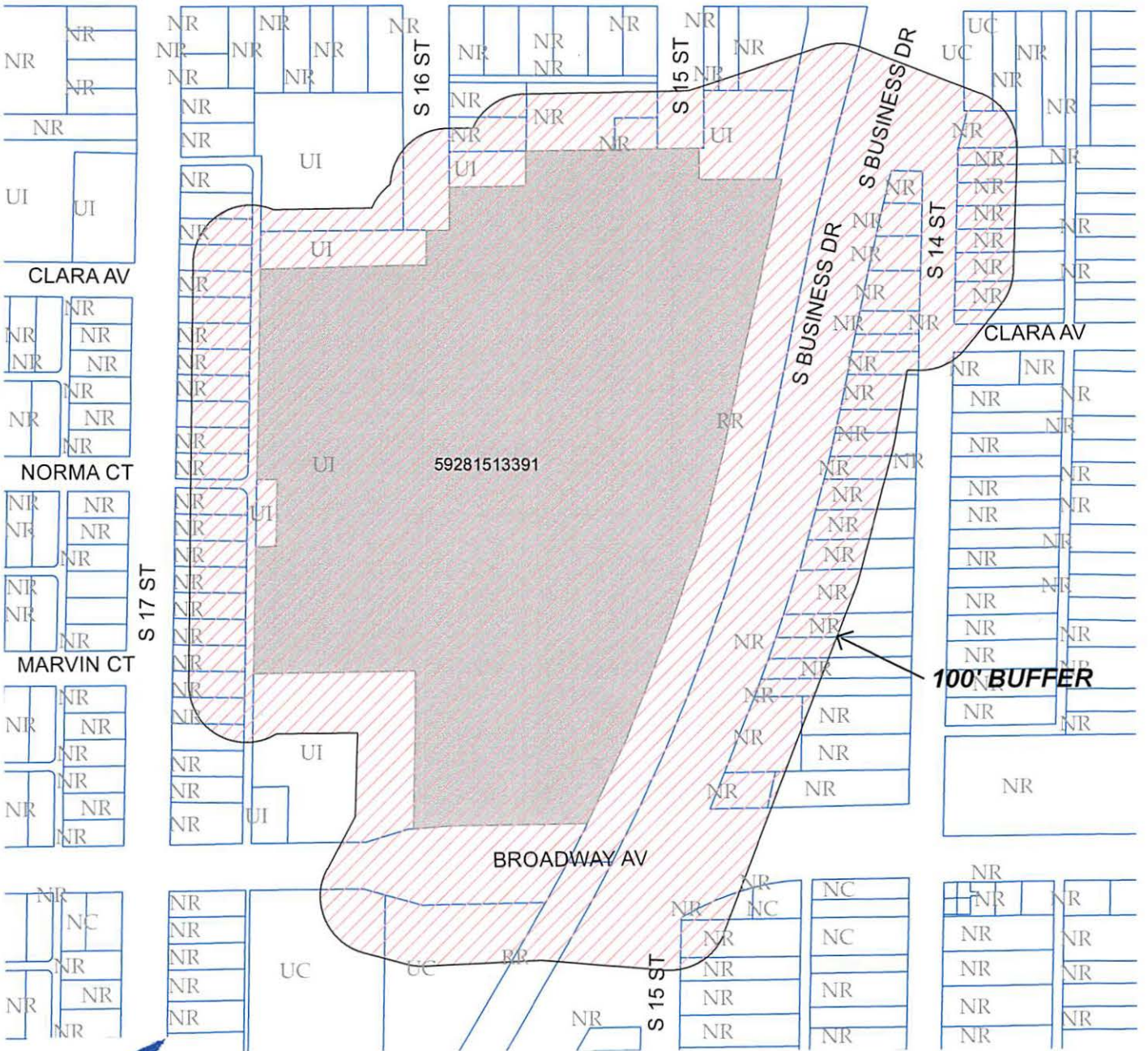
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB,ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240



City of Sheboygan
spirit on the lake.

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6.2

Gen. Ord. No. 16 - 18 - 19. By Alderperson Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI)to Class Urban Residential (UR-12) Classification.

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

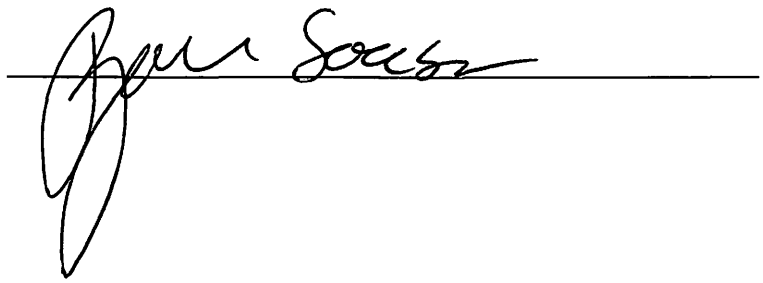
Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391).

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

City Plan

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.1

R. O. No. 108 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting an application from Green Street Development Group, LLC for a change in the zoning classification of property located at 1436 South 15th Street from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 606 North 6th Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Green Street Development Group, LLC PHONE NO.: (314) 495-9884

ADDRESS: 8451 Maryland Ave, Clayton, MO, 63105
E-MAIL: joel@greenstreetstl.com

OWNER OF SITE: Lohr Properties Sheboygan, LLC
PHONE NO.: (920) 946-0350

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1436 S 15th St, Sheboygan, WI 53081

LEGAL DESCRIPTION: SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LI

PARCEL NO. 59281513391 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Van Der Vart Concrete

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Multi-Family Rental Housing

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? The proposed change is more inline with the surrounding residential uses. The site is in flood zone X which is not within the floodplain

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- X Explain: The current use has been grandfathered in and the proposed change is inline with surrounding uses.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed residential zoning is consistent with neighboring properties.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed amendment will provide more housing which is a stated need.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

	8/15/18
APPLICANT'S SIGNATURE	**DATE**
Joel Oliver	
PRINT ABOVE NAME	

APPLICATION SUBMITTAL REQUIREMENTS

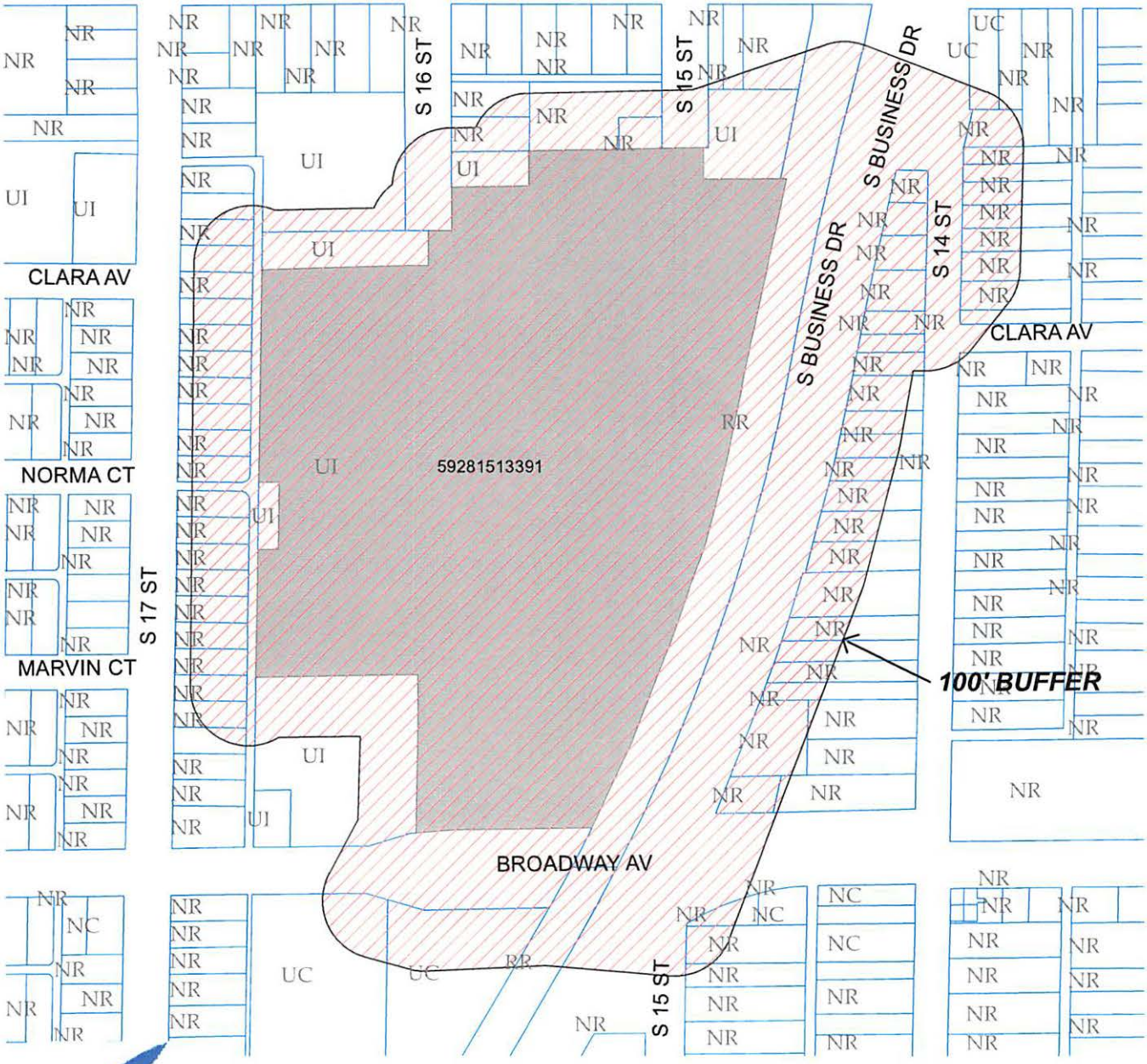
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 100 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60',TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..



City of Sheboygan
spirit on the lake.

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Green Street Development Group is proposing the redevelopment of 1436 S. 15th into a master developed tract known as The Oscar which will help serve the needs of the neighborhood and community at large. Sheboygan has prospered and continues to add new businesses and jobs however the creation of housing has not kept pace. The addition of the proposed 252 apartments and 16,500 square feet of commercial space would provide benefit to the community and an estimated $42,000,000 investment in Sheboygan.

Green Street is requesting a rezoning of the site and amendment of the comprehensive plan to advance this project. The site has been used for concrete related activities since 1888 and is zoned Urban Industrial and is specifically called out as non-compatible / conflicting use in the Comprehensive Plan. There are homes immediately to the west and north and on the other side of highway 28. There are also two small interior light manufacturers and a church adjacent to the site. Green Street has the property under contract and has attached authorization and acknowledgment of our request from the current owner and tenant.

Our application is to rezone all of tax parcel 59281513391 from Urban Industrial to Urban Residential and then at a later date we will replat this parcel into three separate parcels and rezone a portion of the south east corner of the site to commercial.

Our proposed plan and request are directly in line with at least three key initiatives in The City of Sheboygan Comprehensive Plan.

1. Land use conflicts occur when incompatible structures or land uses are near or adjacent to one another. Incompatibility can stem form a mismatch in density, height, building scale or mass, or from negative environmental effects such as traffic, noise, or pollution. Over the last twenty years, the City of Sheboygan has worked diligently to make planning, zoning, development and redevelopment decisions that both avoid and correct areas of land use conflict. Due to the age and size of the community, this is an on-going process with a long-term timeframe. Key areas of strong land use conflict are focused on the edges of older urban industrial developments located along the rail lines south of North Avenue and north of Mead Avenue. In these locations, it is common to find outdoor storage areas, deteriorated buildings and large parking lots located across the street from, or directly abutting, residential development.

   Other conflict areas include the Vander Vaart site on South Business Drive; North Commerce Street, north from Pennsylvania Avenue to the Sheboygan River; scattered industrial facilities located along the Lake Michigan shore; and scattered industrial facilities adjacent to neighborhoods, mostly south of the Sheboygan River.

Here, a property by property strategy is essential for correcting or mitigating land use conflicts.

2. Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.
3. Diversifying the City's housing stock by supporting market rate infill and redevelopment housing aimed at empty nesters, seniors and young professionals.

The proposed mixed use development will accomplish all of these key initiatives, allowing the redevelopment of a site with key corridor visibility but incompatible use into much needed rental housing.

Key Facts:

1. Gross land area – 17.66 acres including parcels 59281513391 and 59281513500
   - Parcel 59281513391 to be rezoned to Urban Residential and parcel 59281513500 to remain as Urban Industrial.

2. Maximum amount of land covered by principal buildings
   - 2.8 acres Total

3. Maximum amount of land devoted to parking, drives and parking structures
   - 6.33 acres

4. Minimum amount of land devoted to landscaped open space
   - 8.55 acres

5. Maximum proposed dwelling unit density if residential and/or
   - 17 units per acre

Total square footage devoted to non-residential uses
   - 16,500 square feet

6. Proposed number of buildings
   - 11

7. Maximum number of dwelling units per building
   - 36

8. Bedrooms per unit type

- 84 one bedrooms
- 126 two bedrooms
- 42 three bedrooms

9. Parking spaces provided, whether surface or in structures, and ratio per unit if residential, or

- 432 parking spots or one per bedroom

per thousand square feet of building area if not residential

- 114 spots or 144.73 spots per thousand square feet

A vicinity map showing the boundaries of the tract included in the development proposal, the territory within 1,000 feet of the tract, its proposed access and significant community facilities in the surrounding area.

- see attached

Existing conditions, including wetlands, areas of severe topographic changes, buildings, trees and shrub groupings, with an indication of whether they are to be retailed, removed or altered.

- see attached

A site plan showing the location of proposed structures and a description of their intended use and height, all open spaces, setback dimensions and buffers adjacent to the boundaries of the tract and from existing or proposed public rights-of-way, pedestrian and vehicular circulation systems, parking areas, loading facilities and the location, type and size of all proposed signs.

- see attached

Renderings of the proposed development.

- see attached

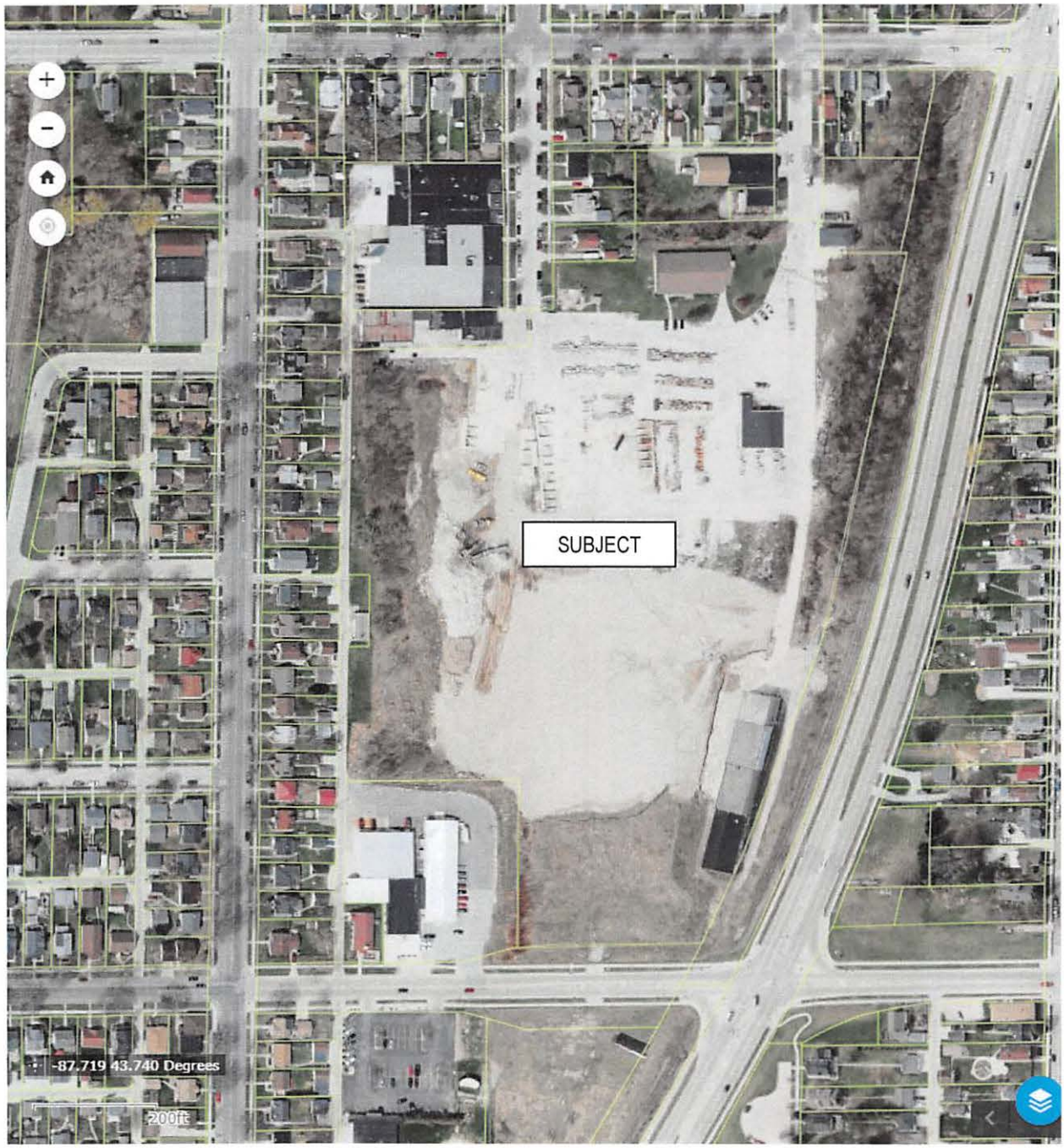
Pictures of the site and surrounding context. These pictures may be submitted as photographs, printed scanned images or in a digital format, but should not exceed 8.5 x 11.

- see attached

Offer to Purchase or Option to Purchase the property, if city owned. N/A

Pro-Forma and Sources/Uses for the project.

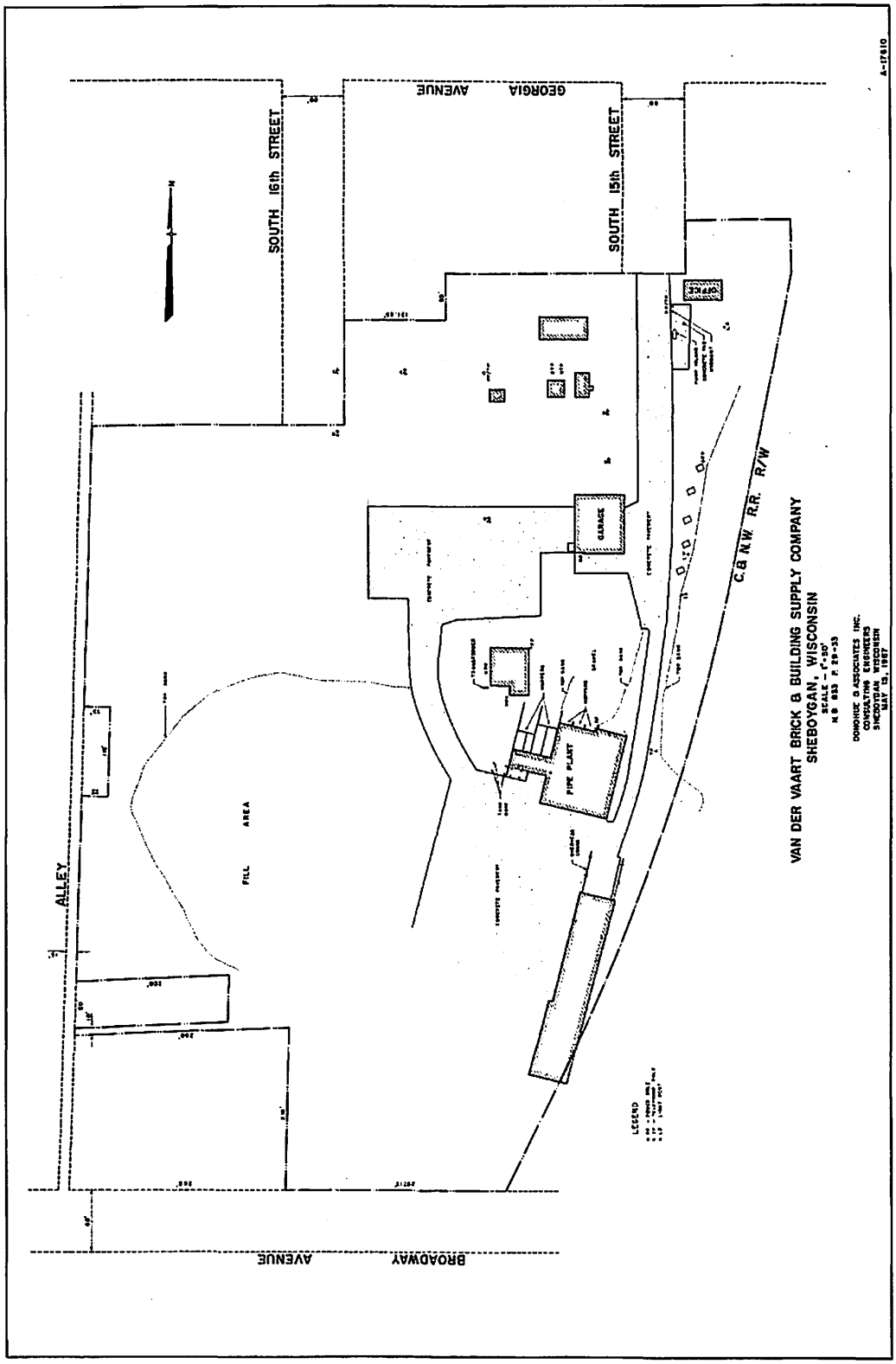
Current Parcel Map



2011 Zoning Map



Lot Dimensions



GREEN STREET
DEVELOPMENT

"The Oscar"

Master Re-Development of Vandervart Concrete Site
Sheboygan, Wisconsin

- 17.5 Acre Site
- Used as a concrete company since 1888
- No longer fits with surrounding uses
- Site serves as the "Front Door" along the main corridor into downtown Sheboygan
- $42,000,000 Investment in Sheboygan

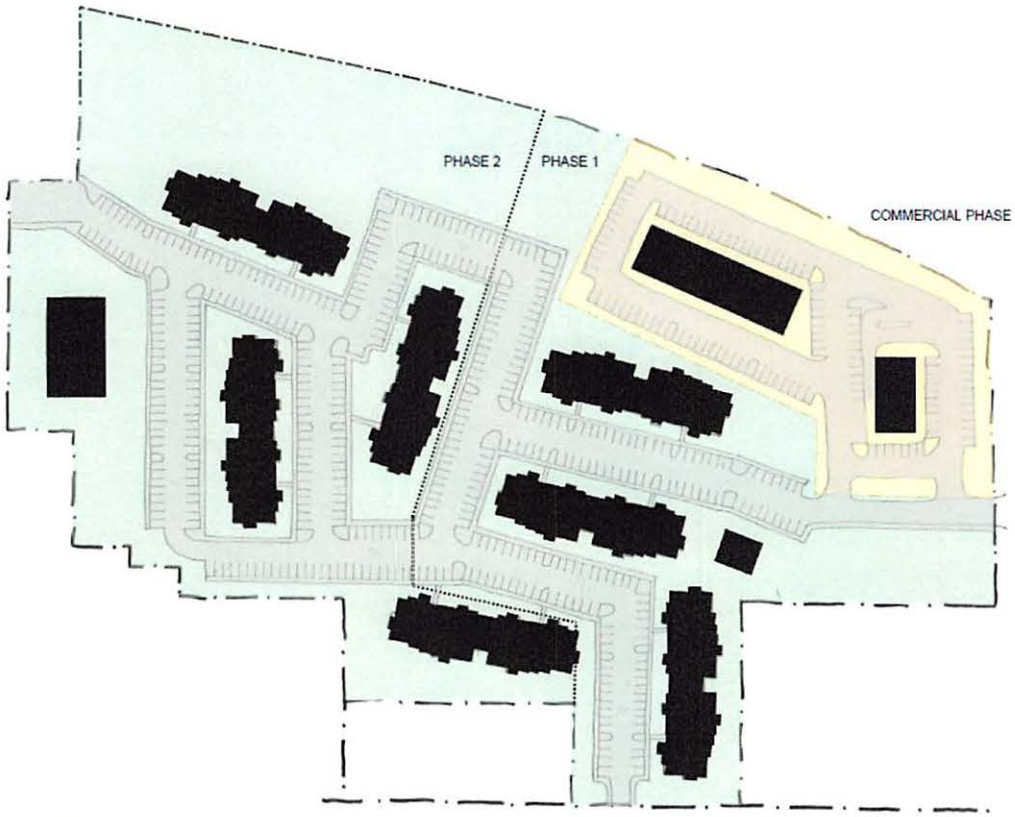


A - Grocery:	0.5 mile
B - Bank:	0.2 mile
C - Bus Stop:	0.1 mile
D - Park:	0.3 mile
E - Schools:	8 w/in 1 mile
F - U. of WI:	2.5 mile
G - Downtown:	1.2 mile
H - Lake Front:	1.0 mile
I – Health Clinic:	0.8 mile
★ - SUBJECT SITE	

PHASE	DETAILS	MIX	AFFORDABILITY
Phase 1 Residential	~ 7 acres 108 units 185 parking spots	36 (1 BD) 54 (2 BD) 18 (3 BD)	Units at 30/50/60% AMI along with market rate.
Phase 2 Residential	~ 7.62 acres 144 units 247 parking spots	48 (1 BD) 72 (2 BD) 24 (3 BD)	TBD
Commercial Phase	~ 3 acres 4,500 square foot standalone w/ drive through 12,000 square multibay retail 114 parking spots	Potential for multiple users OR one large user	

MAKE MORE POSSIBLE.

Site Plan



Sample Elevations







GREEN STREET
DEVELOPMENT

Typical Residential Floorplan



rosemann & ASSOCIATES

SHEBOYGAN, WI

SHEBOYGAN, W

PRESENTATION

A1

LOHR PROPERTIES – SHEBOYGAN, LLC

August 20, 2018

Joel Oliver
Vice President
Green Street Development

I Richard Lohr, as Sole Member of Lohr Properties-Sheboygan, LLC. own property that includes buildings and structures in the City of Sheboygan. The property is located with current addresses of 1436, 1436A, 1436B and 1540 South 15th street. The property also includes 1440 South 16th street in the City of Sheboygan. A property map illustrating the area is attached with this letter. This property is currently zoned U1, Urban Industrial District.

In an action to improve the property, Green Street Development proposes to purchase all of the approximately 17.5 acres including buildings. For the proposed sale of the property to proceed, the current zoning would need to be altered for Green Street Development to build on the property. As the Sole Member of Lohr Properties - Sheboygan, LLC I agree with the request for the property rezoning as requested. If for any reason, Green Street Development does not complete the purchase of the property, I request the zoning to remain in effect or transfer back to U1 if it was altered for Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

Respectfully,

Richard Lohr

Sole Member

Attachments: Property Map
Legal Description of property

VANDERVART
Concrete Products

August 20, 2018

Joel Oliver
Vice President
Green Street Development

I Richard Lohr, as owner of VanDerVart Concrete Products, LLC. currently rent approximately 17.50 acres of property that includes buildings and structures from Lohr Properties - Sheboygan, LLC. The property is located with addresses including 1436, 1436A, 1436B and 1540 South 15th street. Also included is 1440 South 16th street in the City of Sheboygan. This property in its entirety consists of approximately 17.50 acres and is currently zoned U1, Urban Industrial District.

VanDerVart Concrete Products, LLC is aware of the possible sale of the entire property to Green Street Development. In the process of the proposed sale of the property, the current zoning would need to be altered for Green Street Development to obtain and build on the property. As president of VanDerVart Concrete Products, LLC. I agree with the request for the property zoning to be changed if the sale of the property is completed. If for any reason, Green Street Development does not complete the purchase of the property, VanDerVart Concrete Products needs the UI, Urban Industrial District zoning to remain in effect or transfer the zoning back to U1 if it was altered by the request of Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

VanDerVart Concrete Products, LLC requests to be copied on all permits, zoning changes and correspondence in this matter.

Sincerely,

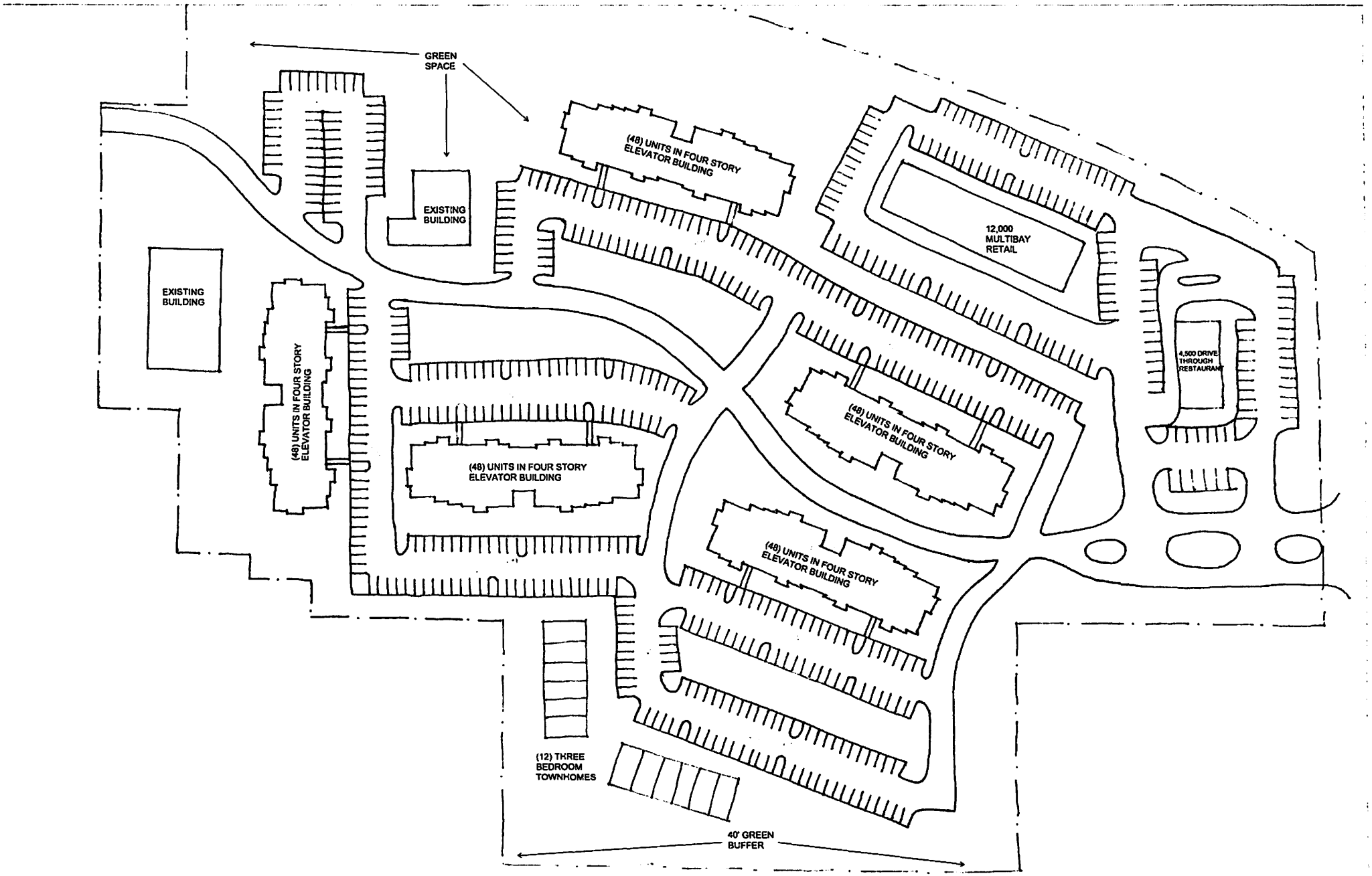
Richard Lohr

President
VanDerVart Concrete Products, LLC
PO Box 490
Sheboygan, WI 53082-0490



2 Phases


Oakbrook
Community Church
Google
Google Camera : 874


GREEN SPACE
EXISTING BUILDING
(48) UNITS IN FOUR STORY ELEVATOR BUILDING
12,000 MULTIBAY RETAIL
EXISTING BUILDING
(48) UNITS IN FOUR STORY ELEVATOR BUILDING
4,500 DRIVE THROUGH RESTAURANT
(48) UNITS IN FOUR STORY ELEVATOR BUILDING
(48) UNITS IN FOUR STORY ELEVATOR BUILDING
(48) UNITS IN FOUR STORY ELEVATOR BUILDING
(12) THREE BEDROOM TOWNHOMES
40' GREEN BUFFER

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 181391
License No: 0000
Date: 08/24/2018
Received By: MMD
Received From: GREEN STREET DEVELOPMENT GROUP
Memo: REZONE 1440 S 16TH ST
Method of Payment: $200.00 Check No. 1253
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

III

Other Matters

Res. No. 104 - 18 - 19. By Alderpersons Donohue and Sorenson.
October 1, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services.

RESOLVED: That the Mayor is hereby authorized to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

RHPS

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EVIDENCE.COM PROSECUTOR SERVICES AGREEMENT

This Evidence.com Prosecutor Services Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote, (**Agency, Party** or collectively **Parties**), is entered into as of the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

1 **Term**. The Evidence.com subscription will begin upon the Effective Date and will remain in full force and effect until terminated by either Party (**Term**).

2 **Definitions.**

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Evidence.com Service provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, or the my.evidence.com services.

"Products" means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell or to provide, is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves

the right to adjust prices or Products unless otherwise specified in the Quote.

3 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

4 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

5 **Evidence.com Data Security.**

5.1 Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

5.2 FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

6 **Axon Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable

efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

7 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place any data stored in the Agency's Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

9.1 The Termination provisions set forth in Section 23 of this Agreement;

9.2 The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

9.3 If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

10 **Software Services Warranty**. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors

before the data is uploaded to the Evidence.com Services.

11 **License Restrictions**. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

12 **After Termination**. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

13 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

14 **Payment Terms**. In the event Agency purchases any Products or Services from Axon, invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without

setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.

15 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase location, the Agency is responsible for sales and other taxes associated with the order.

16 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

17 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

18 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

19 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed Ten Thousand Dollars ($10,000). This cap shall not apply to IP Indemnification pursuant to Section 21, below. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

20 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.

21 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

22 **Agency Responsibilities.** The Agency is responsible for (i) use of any activities under the Agency Evidence.com account and use by Agency employees and agents, (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

23 **Termination.**

23.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

23.2 **By Agency.** If applicable, the Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

23.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Indemnification, Agency Responsibilities Sections, Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

24 **General.**

24.1 **Confidentiality**. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. Confidential Information does not include Agency Content uploaded to Evidence.com; however, Axon will not disclose Agency Content uploaded to Evidence.com, except as specifically provided in Section 7 of this Agreement.

24.2 **Excusable delays**. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

24.3 **Force Majeure**. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

24.4 **Proprietary Information**. The Agency agrees that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

24.5 **Independent Contractors**. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

24.6 **No Third Party Beneficiaries**. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

24.7 **Non-discrimination and Equal Opportunity**. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

24.8 **U.S. Government Rights**. Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial

computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

24.9 Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.

24.10 Assignment. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of Axon's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Axon's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

24.11 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

24.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

24.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

24.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. ATTN: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	AGENCY:	Charles Adams City Attorney City of Sheboygan 828 Center Ave. Suite 304 Sheboygan, WI 53081

24.15 Entire Agreement. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

24.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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II

R. O. No. 135 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

CHANGE OF AGENT

Thomas Phalin-Christman is replacing Brandon Jovanovich as agent effective immediately for Rewind bar located at 1002 Michigan Avenue.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3353	Rendez-Vous	920 Michigan Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

No.	Name	Address
2422	Bitter, Georgia S.	1016 Logan Avenue
2425	Bitters, Kyle A.	911 Georgia Avenue
2432	Diedrich, Brittni J.	5020 Brookfield Circle, Manitowoc
2438	Guelig, Lisa A.	2642 N. 19th Street
2437	James, Lisa L.	506 Forest BLVD, Sheboygan Falls
2430	Marver, Ashley N.	1604 Hedgestone Lane
2433	Miller, Alexanderia F.	620 S. 8th Street #302
8986	Obremski, Kevin P.	1625 Terry Andrae Avenue
0883	Phillips, Brianna M.	418 Appleton St Apt B, Plymouth
2435	Thayer, Jennifer R.	2721 Michigan Avenue
2427	Thompson, Shelby R.	2722 Lisa Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

No.	Name	Address
2429	Enneper, James N.	2220 S. 11th Steret
2428	Flunker, Angela	3616 Larkspar Way
2434	Lopez, Angela M.	926B Erie Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

RHPS

III

4.7

Res. No. 93 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of $7.16 per month for 2012 and established the special charge at $5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS: by way of Res. No. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at $5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.

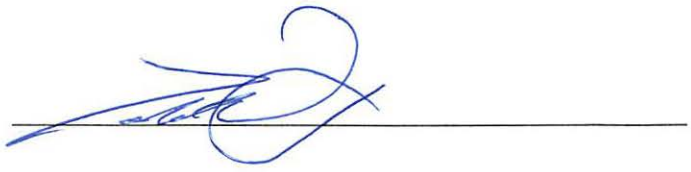
WHEREAS: by way of Res. 76-16-17 adopted August 15, 2016 the Common Council extended the special charge for residential garbage and refuse disposal services to December 31, 2018 at which time will need Common Council authorization to be continued.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of $5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than $0.05 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

Public Works approve

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 17th **day of** September, 2018.

Dated September 19, 2018. _____, City Clerk

Approved September 19, 2018. _____, Mayor

Published September 22, 2018.
Certified September 19, 2018 to - DPW; Fin. Dir.; CA.

III

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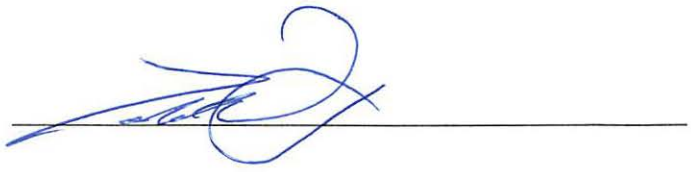
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