ATTACHMENTS

1.4

City of Sheboygan
spirit on the lake.

July 30, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

Name	Appointed	Expires
Thomas A. Binder (Near North Neighborhood Alternate)	08/06/18	04/15/19

MICHAEL J. VANDERSTEEN, MAYOR

Lay over

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

II

R. O. No. - 18 - 19. By BOARD OF CONTRACTORS EXAMINERS.
August 20, 2018.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

39611 Jeremy E. Pieper
1810 Appletree Rd
Howards Grove, WI 53083-1310

Carpenter Contractor

Consent

BOARD OF CONTRACTORS EXAMINERS

VI

R. C. No. _____ - 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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.16

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
ac+file

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)*	
	Sam Gappmayer	
Owner Sign Here ▶	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.

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.

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	Employer identification number
CREATION AND PRESERVATION PARTNERS, INC.	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 Balge, Treas. JMKRAC - CAPP PWS 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					
Other Revenue	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	Employer identification number
CREATION AND PRESERVATION PARTNERS, INC.	46-1273322

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 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

[X] 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: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 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)
- ☐ Protection of natural habitat
- ☐ Preservation of open space
- ☐ Preservation of a historically important land area
- ☐ Preservation of a certified historic structure

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

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2016

632161 09-06-16 LHA

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.

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions.	Enter filer's identifying number Employer identification number (EIN) or
	CREATION AND PRESERVATION PARTNERS, INC.	46-1273322
	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

KELLEY RENZELMANN

- The books are in the care of ▶ 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 Woods, Board President

Payments are made after crops are harvested and sold. We pay at end of year December 31st

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

REPLY REFER TO
T:E:EO 3:CT

TAX ID: 39-1085180

Sheboygan Arts Foundation, Inc.
2019 South Ninth Street
Sheboygan, Wisconsin

PURPOSE	
Charitable and Educational	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Milwaukee, Wisconsin	
FORM 990A 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 taxes levied 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 subject to the tax on 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 changes in your form of organization. Your liability for filing the annual information return, Form 990A, is set forth above. 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
dated May 24, 1962
1964?

Very truly yours,

T. 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 Swanger

District Director

Attachment(s)

FLRCMW 9-21 (5-81)

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 12:33

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 La 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.

8394291
Tx:4116762

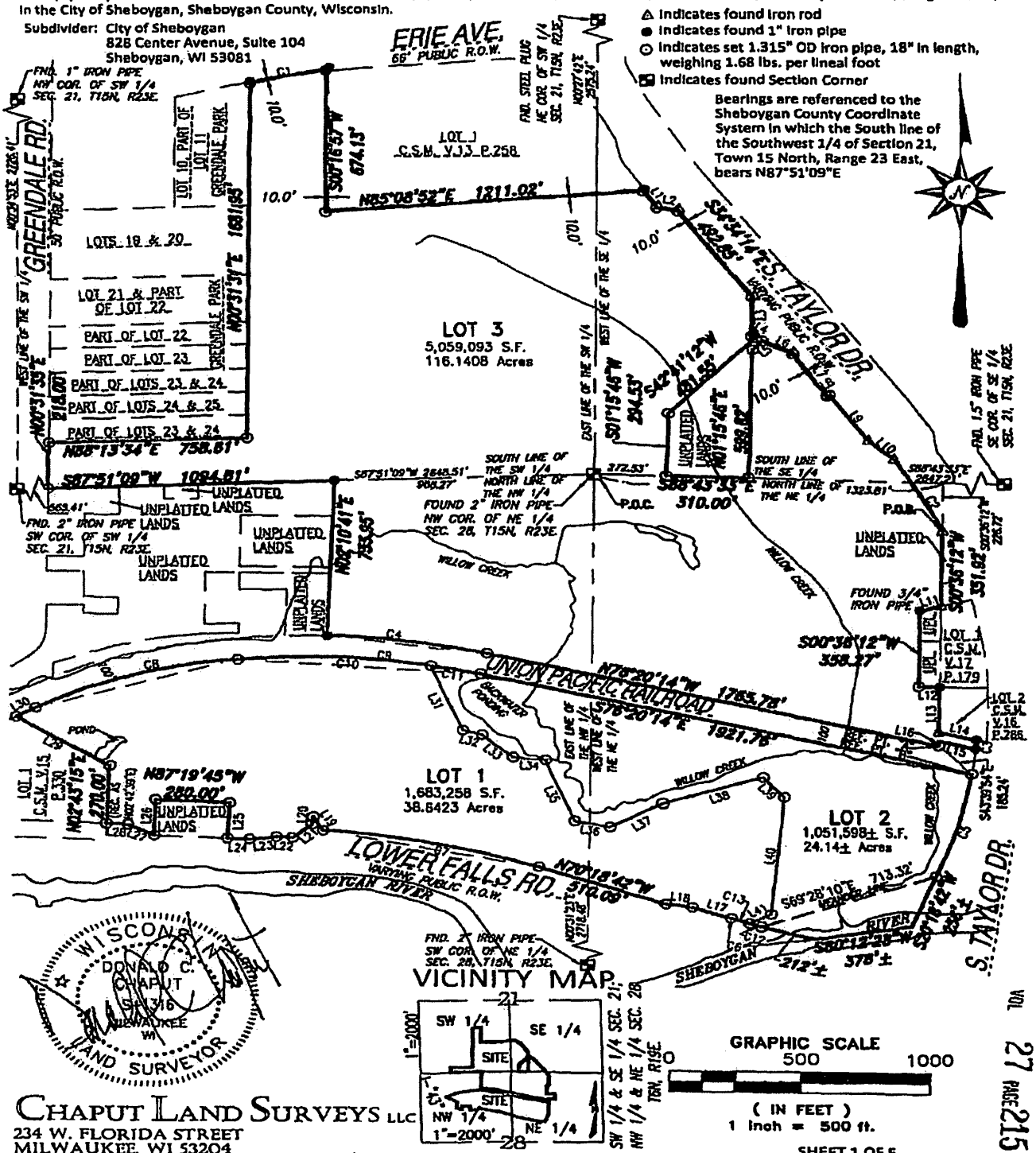
CERTIFIED SURVEY MAP NO. _____

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



VICINITY MAP

GRAPHIC SCALE
0 500 1000
(IN FEET)
1 inch = 500 ft.

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 1 OF 5
Date: May 17, 2016
Drawing No. 2242-dmb

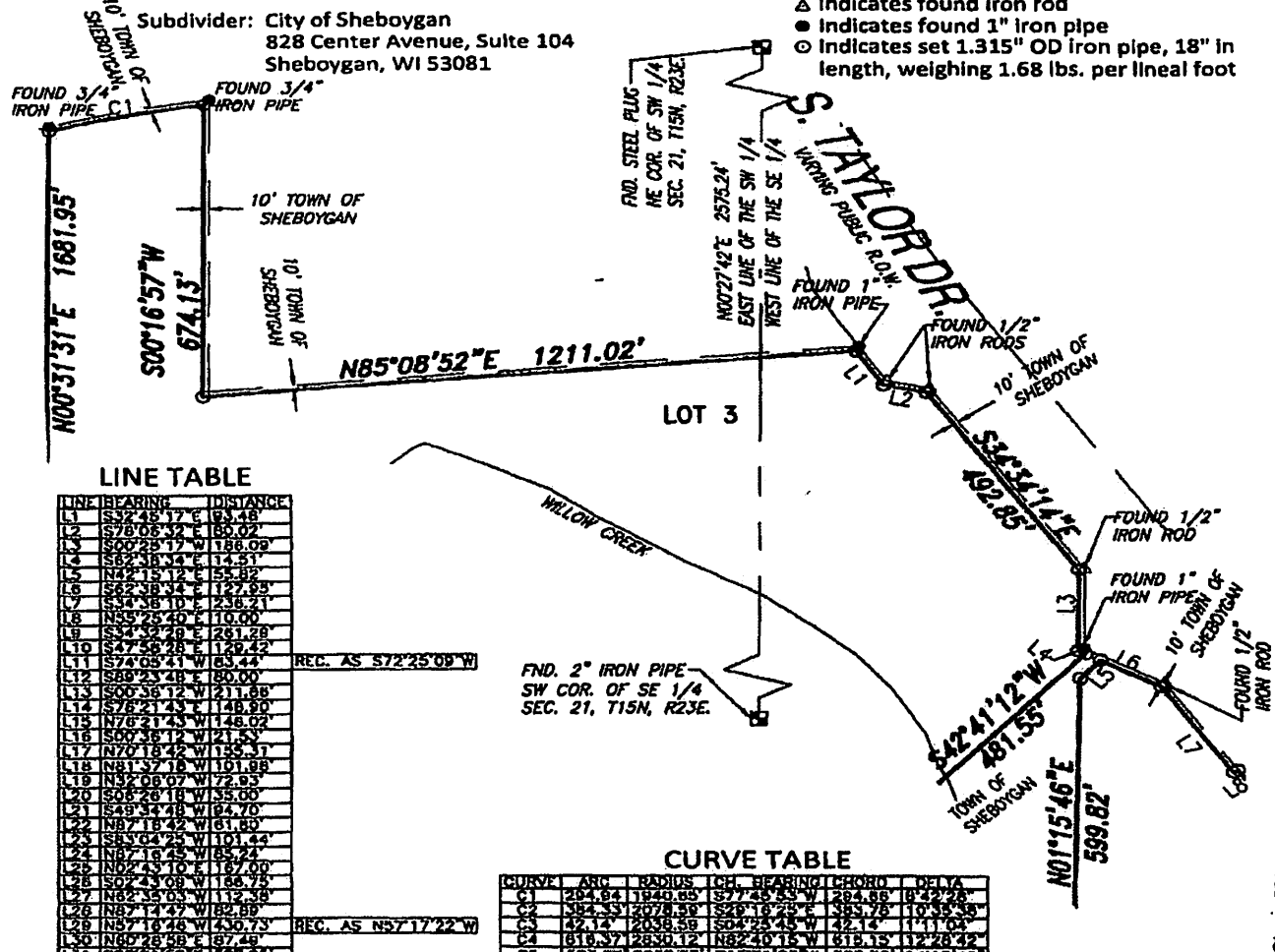
VOL 27 PAGE 215

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	S76°06'32"E	80.02'	
L3	S00°29'17"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°38'10"E	238.21'	
L8	N55°25'40"E	110.00'	
L9	S34°34'20"E	261.28'	
L10	S47°56'28"E	129.42'	
L11	S74°05'41"W	63.44'	REC. AS S72°25'09"W
L12	S89°23'48"E	80.00'	
L13	S00°36'12"W	211.88'	
L14	S76°21'43"E	148.90'	
L15	N76°21'43"W	148.02'	
L16	S00°36'12"W	21.53'	
L17	N70°18'42"W	135.31'	
L18	N81°37'16"W	101.98'	
L19	N32°06'07"W	72.93'	
L20	S08°26'18"W	55.00'	
L21	S49°34'48"W	94.70'	
L22	N87°18'42"W	61.89'	
L23	S83°04'25"W	101.44'	
L24	N87°18'42"W	85.24'	
L25	N02°43'18"E	167.00'	
L26	S02°43'08"W	188.75'	
L27	N82°36'03"W	112.76'	
L28	N87°14'47"W	82.89'	
L29	N57°16'48"W	430.73'	REC. AS N57°17'22"W
L30	N65°28'58"E	87.49'	
L31	S22°01'50"E	327.95'	
L32	S75°18'38"E	76.96'	
L33	S47°57'44"E	158.04'	
L34	S84°45'14"E	122.56'	
L35	S21°27'01"E	306.36'	
L36	S78°12'15"E	136.48'	
L37	N60°31'33"E	230.12'	
L38	N71°36'48"E	386.30'	
L39	S40°31'14"E	122.26'	
L40	S04°55'08"W	538.15'	
L41	S60°10'53"W	92.48'	

CURVE TABLE

CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	284.84'	1940.65'	S77°45'53"W	284.56'	8°24'28"
C2	384.33'	2078.59'	S79°19'42"E	383.76'	10°35'38"
C3	42.14'	2038.59'	S84°25'45"W	42.14'	1°11'04"
C4	618.37'	2830.12'	N82°40'15"W	618.15'	12°28'42"
C5	503.67'	2030.32'	S15°31'03"W	502.36'	14°12'48"
C6	194.69'	2684.57'	N72°12'13"W	194.65'	4°09'19"
C7	841.61'	3021.17'	N78°26'21"W	838.89'	15°57'39"
C8	811.54'	1925.79'	N73°23'20"E	805.55'	24°08'41"
C9	931.79'	2797.16'	S86°08'28"E	927.40'	19°05'10"
C10	738.17'	2797.16'	S86°07'27"E	736.04'	15°07'13"
C11	193.62'	2797.16'	S78°34'52"E	193.58'	3°57'58"
C12	46.37'	2684.57'	N72°13'07"W	46.37'	0°59'23"
C13	74.86'	2684.57'	N70°55'30"W	74.86'	1°35'52"

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

GRAPHIC SCALE
0 300 600
(IN FEET)
1 inch = 300 ft.

N

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°28'88" 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 Land Division 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.

L1

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

SHEBOYGAN COUNTY WISCONSIN (http://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx)

Search powered by GCS (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

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred R. O. No. 42-18-19 by City Clerk submitting a claim from Progressive Casualty Insurance Company/Alfredo Venegas for alleged damages when a dump truck rear ended their insured vehicle; recommends to file the document.

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

3.7

R. O. No. 42 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Progressive Casualty Insurance Company/Alfredo Venegas for alleged damages when a dump truck rear ended their insured vehicle.

Finance + Personnel
pc + file.

CITY CLERK

MAY 21 '18 AM 11:31

DATE RECEIVED 5/21/18

RECEIVED BY Melissa Clarkson

CLAIM NO. ~~PROGRESSIVE~~ 05-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Progressive Casualty Insurance Company/Alfredo Venegas
2. Home address of Claimant: ~~5920 Londerbrook~~ 5201 Eastpark Blvd, Ste 100, Madison WI 53718
3. Home phone number: 608-286-3669
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 4-25-18, 1:50pm
6. Where did damage or injury occur? (give full description) On STH 28 at the intersection
7. How did damage or injury occur? (give full description) Your dump truck rear ended our insured after our insured began to stop for traffic light
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: Ricky James Van Der Vaart
   (b) Claimant's statement of the basis of such liability: He was driving the vehicle that struck our insured
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: —

MAY 21 '18 AM11:31

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").
Driver - neck, back, left shoulder. 2010 Dodge Grand PROGRESSIVE
Caravan sustained significant damage, causing a total loss

11. Name and address of any other person injured: only the Driver - Yanet Cazares

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

Auto:	$ 8,884.18
Property:	$
Personal injury:	$ NO Medpay Coverage
Other: (Specify below	$
TOTAL	$ 8,884.18

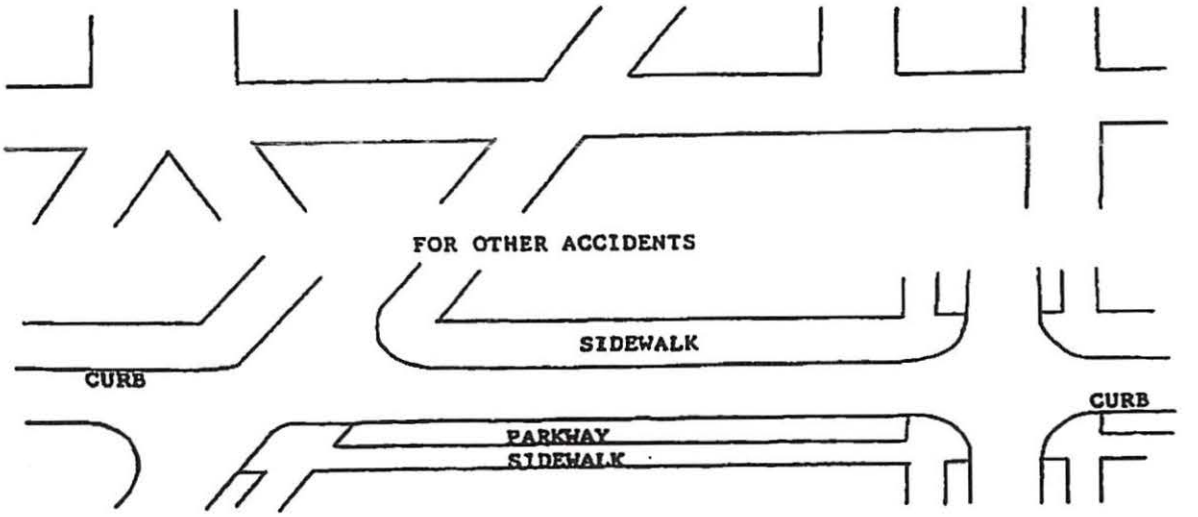
Damaged vehicle (if applicable)

Make: Dodge Model: GrandCaravan Year: 2010 Mileage: 72,150

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 DATE

See Police Report David Wicks 5-17-18

MAY 21 '18 AM 11:31

DATE RECEIVED 5/21/18

RECEIVED BY MCC

CLAIM NO ~~PROGRESSIVE~~ 05-18

CLAIM

Claimant's Name: PCIC + Alfredo Venegas

Claimant's Address: 5202 Eastpark Blvd, Ste 100
Madison WI 53718

Claimant's Phone No. _____

Auto	$ 8,884.18
Property	$ _____
Personal Injury	$ NO Medpay Coverage
Other (Specify below)	$ _____
TOTAL	$ 8884.18

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 $ 8,884-18 .

SIGNED David Wicks PCIC Agent DATE: 5-17-18

ADDRESS: 5202 Eastpark Blvd, Ste 100, Madison WI 53718

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

G7L0B3P3GH
C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0B3P3GH

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy	
			OFFICER JOHN SAMUELS	
Crash Date 04/25/2018	Crash Time 01:45 PM	Date Arrived 04/25/2018	Time Arrived 02:11 PM	
Date Notified 04/25/2018	Time Notified 01:59 PM	Total Units 02	Total Injured 01	Total Killed 00
☐ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	School Bus Related NO	Tags	
☑ Reportable	Crash Type DT4000 (STANDARD CRASH)		☐ Amended	☐ Secondary Crash

Description

Diagram



Reconstruction By

Photos By

Additional Information
NONE

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

UNIT 1 WAS NORTHBOUND S BUSINESS DR. DRIVING A CITY DUMP TRUCK. UNIT 1 WAS "FOUR CAR LENGTHS" BEHIND UNIT 2 AS THEY APPROACHED WILSON AVE. UNIT 2 STOPPED FOR THE YELLOW TRAFFIC LIGHT. UNIT 1 BRAKED, BUT COULD NOT STOP BEFORE STRIKING UNIT 2.

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON STH28 EB 32 FT S OF WILSON AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.723785193	Longitude -87.735627324
	X Coordinate 440748.71875	Y Coordinate 4841458
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY
Manner of Collision 02--FRONT TO REAR		Light Condition DAYLIGHT
Road Surface Condition(s) DRY		Roadway Factor(s) NONE
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land		Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION-RELATED	FOUR-WAY INTERSECTION

Closure Type LANE CLOSURE		Reasons for Closure OTHER	
Date Initial Lane/Rd Closed 04/25/2018	Time Initial Lane/Rd Closed 01:49 PM		
Date All Lanes Open 04/25/2018	Time All Lanes Open 02:20 PM	Date Scene Cleared 04/25/2018	Time Scene Cleared 02:20 PM

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
Total Occs 1	Train/Bus # Injured	Total # Citations Issued 1	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit 30	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle 01

License Plate Number 74103	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1HTWXAHT47J527797	Make INTERNATIONAL	Year 2007	Model DUMP TRUCK

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — VEHICLE

Color: BLU - BLUE	Body Style: CB - CAB CHASSIS	Bus Use: NOT A BUS
Initial Contact Point: 12--FRONT	Vehicle Damage: NO DAMAGE	
Extent Of Damage: NO DAMAGE		
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR	
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE	
Driver Prior Action Other:		

Driver Actions: FOLLOWING TOO CLOSE

Driver Distractions: UNKNOWN IF DISTRACTED

Owner Name: SHEBOYGAN CITY OF (920) 459-3440	Owner Address: 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

Policy Holder

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	Government: SHEBOYGAN CITY OF

UNIT 01 — INDIVIDUAL

Individual

Driver: RICKY JAMES VAN DER VAART (920) 889-6666	Citations Issued: 1	Sex: MALE
	Date of Birth: 03/27/1961	Race: WHITE
Address: 6666 S 12TH ST SHEBOYGAN, WI 53081 , US	Driver License Number: V5367306110708 STATE: WISCONSIN COUNTRY: UNITED STATES	

Equipment

On Duty Crash:	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use:	Helmet Compliance:

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Eye Protection		Tint Compliance	
Injury	Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED		Ejection Path: NOT EJECTED/NOT APPLICABL	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death

Non Motorist	Striking Unit #	Prior Action	Location	To/From School

Action

Action Other

Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results
Drug Test Given: TEST NOT GIVEN		Drug Test Type	Drug Test Results

UNIT 01 — INDIVIDUAL 001

Drug Type

Individual Condition: APPEARED NORMAL

Violations

UNIT 01 — INDIVIDUAL 001

UTC Number	Issue To?	Statute Number	Seq Num	Description
AE250620	001	346.14(2)(a)	001	TRUCK FOLLOWING TOO CLOSELY

Unit Summary

UNIT 02

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: PASSENGER VAN				Operating As Endorsements
Total Occs: 1	Train/Bus # Injured	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit: 35	Total Lanes: 4
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control: TRAFFIC SIGNAL		Traffic Control Inoperative/Missing: NO
Surface Type: CONCRETE		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
129FXF	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2D4RN5D17AR433849	DODGE	2010	GRAND CARA

Color	Body Style	Bus Use
BLK - BLACK	VN - VAN	NOT A BUS

Initial Contact Point	Vehicle Damage
6--REAR	6--REAR

Extent Of Damage	
FUNCTIONAL DAMAGE	

Towed Due To Damage	Vehicle Removed By
NOT TOWED	

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE

Driver Prior Action Other	

Driver Actions
NO CONTRIBUTING ACTION

Driver Distractions
NOT DISTRACTED

Owner Name	Owner Address
YANET CAZARESCARRASCO (920) 254-1622	2511 MAIN AVE SHEBOYGAN, WI 53083 , US

UNIT 02 — VEHICLE 02 — Sequence Of Events

	Event
01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT — Policy Holder

Insurance Company	Individual
ARTISAN-AND-TRUCKERS-CASUALTY-CO	YANET CAZARES CARRASCO

UNIT — INDIVIDUAL — Individual

Driver	Citations Issued	Sex
YANET CAZARESCARRASCO (920) 254-1622	0	FEMALE
	Date of Birth	Race
	07/17/1981	HISPANIC

Address	Driver License Number
2511 MAIN AVE SHEBOYGAN, WI 53083 , US	NONE STATE: DISTRITO FEDERAL COUNTRY: MEXICO

Equipment

On Duty Crash

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — INDIVIDUAL 002

Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		Safety Equipment: SHOULDER & LAP BELT	
Helmet Use		Helmet Compliance	
Eye Protection		Tint Compliance	
Injury	Injury Severity: POSSIBLE INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED		Ejection Path: NOT EJECTED/NOT APPLICABL	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death

Non Motorist	Striking Unit #	Prior Action	Location	To/From School

Action

Action Other

Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO

UNIT 02 — INDIVIDUAL 002

Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results

Drug Type

Individual Condition: APPEARED NORMAL

Witness

WITNESS 01

Individual	Address	Date of Birth
SAMANTHA LEIGH SHERMAN (920) 547-0364	4924 S 10TH ST SHEBOYGAN, WI 53081 , US	11/12/1982

Vehicle Valuation Report

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

mitchell

Claim Information

Claim Number	Policy Number	Loss Type	Owner
18-1123359-01		COLLISION	ALFREDO VENEGAS 2511 MAIN AVENUE SHEBOYGAN, WI 53083 +1-920-2541023

Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
04/25/2018	04/26/2018	05/02/2018	1007767658	1

Vehicle Information

Year	Make	Model	Location	Mileage
2010	Dodge	Grand Caravan SXT 4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas A FWD	WI 53083	72,150 miles

Ext Color	License	VIN	Title History
		2D4RN5D17AR433849	No

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	$8,583.79
Condition -	$312.77
Prior Damage	$0.00
Aftermarket Parts +	$150.00
Refurbishment	$0.00
Market Value =	$8,421.02

Settlement Adjustments

Adjustments specific to your policy

Deductible -	$300.00
Settlement Value =	$8,121.02

Settlement Value:

$8,121.02

J.D. POWER

Mitchell WorkCenter™ Total Loss

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Loss Vehicle Detail

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

Standard Equipment

Exterior

16" x 6.5" aluminum wheels	Belt moldings
Black side rails w/crossbars	Black/bright grille
Body-color door handles	Body-color fascias
Body-color mirrors	Bright bodyside moldings
Bright license plate brow	Compact spare tire
Fog lamps	Fold-away heated pwr mirrors
Front air dam	Halogen headlamps
Headlamp time-delay off	Left pwr sliding door
P225/65R16 all-season BSW tires	Rear scuff pad
Rear window wiper/washer	Right pwr sliding door
Sunscreen glass	Variable intermittent windshield wipers
Yokohama tires	

Interior

(6) speakers	115V aux pwr outlet
12V aux pwr outlet	12V DC front & rear pwr outlets
2nd row fold-in-floor bucket seats	2nd row pwr windows
3rd row Stow'N Go tailgate seats	8-way pwr driver seat
Air conditioning w/3-zone temp control	Assist handles
Audio input for mobile devices	Blackwood door trim panel
Body-color sill applique	Carpet flooring
Cupholders w/overhead illumination	Door courtesy lamps
Driver door sill storage bin	Driver manual lumbar adjust
Dual glove boxes	Dual sun visors w/illuminated mirrors
Easy clean floor mats	Fixed long mast antenna
Floor console w/cupholder	Front cloth low-back bucket seats
Illuminated entry	Illuminated front door storage
Instrument panel w/blackwood & satin silver bezel	Keyless entry w/immobilizer
Leather-wrapped shift knob	Leather-wrapped steering wheel
LH rear quarter storage bin	Liftgate flood lamp
Lower instrument panel cubby bin	Media center 130 CD/MP3 player -inc: AM/FM stereo
Observation mirror	Overhead ambient surround lighting

Overhead console	Overhead storage bins
Pwr adjustable pedals	Pwr locks
Pwr rear quarter vented windows	Pwr windows w/front 1-touch feature -inc: 2nd row pwr windows, pwr quarter vented windows
Rear air conditioning w/heater	Rear overhead console system
Rear seatback grocery bag hooks	Rear window defroster
SIRIUS radio -inc: 1-year service	SIRIUS satellite radio -inc: 1-year SIRIUS radio service *N/A in HI or PR*
Speed control	Stain repel seat fabric
Steering wheel mounted audio controls	Swiveling rear courtesy/reading lamps
Tilt steering wheel	Tip start
Trip computer w/temp, compass	Universal garage door opener
White face instrument cluster w/tachometer	

Mechanical

160-amp alternator	4-wheel disc brakes
600-amp maintenance-free battery	Front wheel drive
Pwr rack & pinion steering	

Safety

4-wheel anti-lock brakes	Advanced multi-stage front air bags
Brake assist	Brake/park interlock
Dual note electric horn	Electronic stability control
LATCH ready child seat anchor system	Rear door child safety locks
Side curtain air bags for all rows	Tire pressure monitor

Loss Vehicle Base Value

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.
Typical Mileage for this vehicle: 111,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	110,781	53094	68 miles	$7,995.00 Sold Price	$8,805.78
2	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	96,725	53095	37 miles	$8,667.00 List Price	$8,629.70
3	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	107,372	54915	42 miles	$7,995.00 List Price	$8,306.54
4	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	74,402	54956	44 miles	$9,998.00 List Price	$9,099.65
5	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	122,839	53226	55 miles	$7,494.00 List Price	$8,196.52
6	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	98,574	53045	56 miles	$9,000.00 List Price	$7,879.92
7	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	75,937	53916	60 miles	$10,000.00 List Price	$9,255.51
8	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	95,626	53149	71 miles	$9,888.00 List Price	$8,496.67
					Base Value:	**$8,583.79**

Loss Vehicle Adjustments

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

Condition Adjustments

Condition Adjustment: -$312.77 Overall Condition: 2.83-Good Typical Vehicle Condition: 3.00

Category	Condition	Comments
Interior		
GLASS	3 Good	
SEATS	2 Fair	significant wear
DASH/CONSOLE	3 Good	
CARPET	3 Good	
HEADLINER	3 Good	
DOORS/INTERIOR PANELS	3 Good	
Exterior		
VINYL/CONVERTIBLE TOP	Typical	
BODY	3 Good	
PAINT	3 Good	
TRIM	2 Fair	front bumper
Mechanical		
ENGINE	3 Good	
TRANSMISSION	3 Good	
Tire	3 Good	5, 6, 8, 9

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

Comments:

After Market Parts and OEM Equipment Adjustments

Category	Description	Adjustment Type	Purchase Date	Amount Paid	Adjustment Amount
EXTERIOR	HITCH - RECEIVER TYPE	INSTANT QUOTE			$150.00
INTERIOR	SEAT COVERS	INSTANT QUOTE			$0.00

Comparable Vehicles

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

1 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **Sold Price: $7,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18ARXXXXXX		04/04/2018	53094	68 miles

Source

DEALER SALE - BUILDSHEET - J.D. POWER

Adjustments	Loss Vehicle	This Vehicle	Amount
Mileage	72,150	110,781	$1,159.61
Equipment			
FAMILY VALUE GROUP	No	Yes	-$223.72
PWR LIFTGATE	No	Yes	-$125.11
		Total Adjustments:	$810.78
		Adjusted Price:	**$8,805.78**

Comparable Vehicle Package Details:

FAMILY VALUE GROUP

Comparable Vehicle Option Details:

PWR LIFTGATE

2 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $8,667.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D19AR232728	PLS3530A	03/18/2018	53095	37 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM

RUSS DARROW WEST BEND CHRYSLER JEEP DODGE RAM
3210 W WASHINGTON ST
WEST BEND WI 53095
262-808-2700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$731.00
Mileage	72,150	96,725	$693.70
		Total Adjustments:	-$37.30
		Adjusted Price:	**$8,629.70**

3 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $7,995.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D16AR261426	3657	04/30/2018	54915	42 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM

DARBOY AUTO SALES
4029 E CALUMET
APPLETON WI 54915
920-903-8654

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$651.00
Mileage	72,150	107,372	$962.54
		Total Adjustments:	$311.54
		Adjusted Price:	**$8,306.54**

4 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $9,998.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D1XAR224184	181295A	04/25/2018	54956	44 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
BERGSTROM GM OF NEENAH
150 N. GREEN BAY ROAD
NEENAH WI 54956
800-687-8608

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$814.00
Mileage	72,150	74,402	$59.36
Equipment			
PWR LIFTGATE	No	Yes	-$143.71
		Total Adjustments:	-$898.35
		Adjusted Price:	**$9,099.65**

Comparable Vehicle Option Details:

PWR LIFTGATE

5 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $7,494.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR174523	PKL9773A	02/27/2018	53226	55 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
RUSS DARROW KIA OF WAUWATOSA
1901 N MAYFAIR RD
WAUWATOSA WI 53226
414-778-5700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$632.00
Mileage	72,150	122,839	$1,334.52
		Total Adjustments:	$702.52
		Adjusted Price:	**$8,196.52**

Claim # 18-1123359-01 | © 2018 Mitchell International, Inc. All Rights Reserved. | Page 7

6 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $9,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR101832	UT3098KR	03/18/2018	53045	56 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM
SOERENS FORD
18900 WEST CAPITOL DRIVE
BROOKFIELD WI 53045
262-781-9800

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$759.00
Mileage	72,150	98,574	$782.84
Equipment			
TRAILER TOW GROUP	No	Yes	-$188.13
HEATED SEAT GROUP	No	Yes	-$159.30
ENTERTAINMENT GROUP 2	No	Yes	-$667.53
PWR LIFTGATE	No	Yes	-$128.96
		Total Adjustments:	**-$1,120.08**
		Adjusted Price:	**$7,879.92**

Comparable Vehicle Package Details:

TRAILER TOW GROUP

HEATED SEAT GROUP

ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)

Comparable Vehicle Option Details:

PWR LIFTGATE

7 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $10,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18AR246846	4690A	03/27/2018	53916	60 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
REED CHRYSLER SALES
1724 N. SPRING ST.
BEAVER DAM WI 53916
920-887-2300

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$844.00
Mileage	72,150	75,937	$99.51
		Total Adjustments:	**-$744.49**
		Adjusted Price:	**$9,255.51**

8 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD — List Price: $9,888.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D13AR145472	P1668A	04/17/2018	53149	71 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM

LYNCH CHRYSLER DODGE JEEP RAM

282 E WOLF RUN

MUKWONAGO WI 53149

262-642-4700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$805.00
Mileage	72,150	95,626	$753.04
Equipment			
TRAILER TOW GROUP	No	Yes	-$207.35
ENTERTAINMENT GROUP 2	No	Yes	-$735.73
FAMILY VALUE GROUP	No	Yes	-$254.16
PWR LIFTGATE	No	Yes	-$142.13
		Total Adjustments:	-$1,391.33
		Adjusted Price:	**$8,496.67**

Comparable Vehicle Package Details:

TRAILER TOW GROUP

ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)

FAMILY VALUE GROUP

Comparable Vehicle Option Details:

PWR LIFTGATE

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2010 Dodge Grand Caravan SXT	4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas FWD	$27,160.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:

  Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:

  Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:

  Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:

  Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

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

P1

PROGRESSIVE

2018 PM 12:47

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-6947

Addition
Claim #5-18

7/17/2018 11:18:00 AM
Certified Mail 91 7199 9991 7038 4124 2249 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
606 NORTH 9TH STREET
SHEBOYGAN, WI 53081

Your Client: VAN DER VAART, RICKY JAMES
Your Claim Number:5-18
Our Insured:VENEGAS, ALFREDO
Our Claim Number:18-1123359
Amount Subject to Reimbursement:8,421.02
Amount of Insured's Deductible: 300.00

PLEASE NOTE THAT SALVAGE IS OPEN AND PENDING

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.
Location of Loss: STH28 EB IN SHEBOYGAN
Date and Time of Loss:04-25-18 AT 1:45 PM

Description of Loss: Our named insured's 2010 Dodge Grand Caravan was slowing and stopped for a traffic light on South 28th EB, when a City of Sheboygan 2007 International Dump Truck, plate number 74103, was traveling on South 28th EB and struck and damaged our insured's vehicle from the rear. The driver, Ricky James Van Der Vaart, is the proximate cause of this accident due to failure to maintain proper lookout.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "VENEGAS, ALFREDO ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.
All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

Richard Berlan
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5828
Fax. 888-781-6947
richard_w_berlan@progressive.com

Claim Payment Detail (18-1123359)

Payment Information

Disbursement Number:	347347094	**Total Amount:**	$8,121.02
Draft Number:	2776280667	**Invoice Number:**	46509368
Pay to the Order of:	ALFREDO VENEGAS		
Mailing Address:	2511 MAIN AVE SHEBOYGAN, WI 53083-3747 USA		
In Payment Of:	Progressive Invoice Number: 46509368		

Reviewed Summary

Issuing Rep:	A114085	**Approved By:**	
Issue Date:	05-02-18	**Review Date:**	
Last Updated Rep:	A114085	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	1CD
Stop Reason:		**Cleared:**	05-23-18
Stop Date:			

Exposure Detail: COLL

Party Name:	VENEGAS, ALFREDO	**Amount Paid:**	$8,121.02
Property Description:	10 DODGE GRAND CARAVAN	**Deductible Taken:**	$300.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Date: 5/ 2/2018 09:45 AM
Estimate ID: 18-1123359-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

PROGRESSIVE

Damage Assessed By: RYAN GASS
Classification:

Appraised For: RYAN GASS
(920) 378-5046

Type of Loss: Auto
Date of Loss: 4/25/2018
Deductible: 300.00
Claim Number: 18-1123359-01

Insured: ALFREDO VENEGAS
Owner: ALFREDO VENEGAS
Address: 2511 MAIN AVENUE, SHEBOYGAN, WI 53083
Telephone: Home Phone: (920) 254-1023 Contact Phone: (920) 254-1023

Mitchell Service: 911022

Description: 2010 Dodge GrandCaravan SXT
Body Style: Van 121" WB Drive Train: 3.8L Inj 6 Cyl 2WD
VIN: 2D4RN5D17AR433849
Mileage: 72,150
OEM/ALT: A Search Code: NORTHEAST1
Color: BLACK
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL
TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
REAR (DUAL-ZONE) AC, FRONT SIDE AIRBAG WITH HEAD PROTECTION, LUGGAGE RACK
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
ADJUSTABLE FOOT PEDALS, TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT
LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, TRIP COMPUTER
FIRST ROW BUCKET SEAT, SECOND ROW BUCKET SEAT, UNIVERSAL GARAGE DOOR OPENER
THIRD ROW SEAT, REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, THIRD DOOR
MP3 PLAYER, 4 DOORS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, POWER DRIVER SLIDING DOOR
POWER PASSENGER SLIDING DOOR, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Floor			
1	102641	BDY	REPAIR	Floor Rear Panel	Existing		7.0* #
				Liftgate			
2	101764	BDY	REMOVE/INSTALL	Liftgate Handle			INC #
3		BDY	REMOVE/INSTALL	Liftgate Trim Panel			INC
4	101412	BDY	REMOVE/REPLACE	Liftgate Shell	Recycled	700.00 *	5.3 #r
5		REF	REFINISH	Liftgate Outside		C	2.5
6		REF	REFINISH	Add For Liftgate Inside		C	1.3
7				Line Markup %25.00		175.00	
8	101443	BDY	REMOVE/REPLACE	Liftgate Adhesive Emblem	4806013AA	55.95	0.1
9	101439	BDY	REMOVE/REPLACE	Liftgate Adhesive Nameplate	5113416AA	65.75	0.1
10	101446	BDY	REMOVE/REPLACE	Liftgate Inner Trim Panel	ZR39ES3AL	254.00	INC
11	102127	BDY	REMOVE/REPLACE	Upr Liftgate Garnish Moulding	ZR42ES3AI	108.00	INC
				Rear Body			
12	101508	BDY	REMOVE/REPLACE	Upr Rear Body Gate Opening Panel	5109056AA	244.00	3.0
13		REF	REFINISH	Opening Panel		C	2.0
14		REF	REFINISH	Add For Inside			1.0
15	101959	BDY	REMOVE/REPLACE	Lwr Rear Body Gate Opening Panel	5109044AB	80.80	3.5
16	101507	BDY	REMOVE/REPLACE	Rear Body Scuff Plate	ZR38BD5AD	91.10	0.2
				Rear Lamps			
17	101514	BDY	REMOVE/REPLACE	R Rear Combination Lamp	** A/M	118.00	0.3
				Rear Bumper			
18		BDY	OVERHAUL	Rear Bumper Cover Assy			1.5

ESTIMATE RECALL NUMBER: 05/02/2018 09:45:15 18-1123359-01
Mitchell Data Version: OEM: MAR_18_V0430
MAPP:MAR_18_V0428
Software Version: 7.1.227

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Date: 5/ 2/2018 09:45 AM
Estimate ID: 18-1123359-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

19	102945	BDY	REMOVE/REPLACE	Rear Bumper Cover	** A/M Certified	397.00	INC
20		REF	REFINISH	Rear Bumper Cover			C 2.6
21	101532	BDY	REMOVE/REPLACE	Rear Bumper Pad	5113110AC	64.75	INC
22	103014	BDY	REMOVE/REPLACE	R Rear Bumper Bracket Cover	5109586AD	23.70	1.5 #
23		BDY	REMOVE/INSTALL	Rear Bumper Cover			INC
24	102985	BDY	REMOVE/REPLACE	Rear Bumper Reinforcement Bar	** A/M Certified	248.00	0.3 #
25	101542	BDY	REMOVE/REPLACE	Rear Bumper Cover Support	5113107AC	48.30	0.3 #
				Additional Operations			
26		REF	ADD'L OPR	Clear Coat			2.4
				Special/Manual Entry			
27	900500	BDY *	REMOVE/REPLACE	Hitch	** A/M	388.00 *	1.0*
28	900500	BDY *	REPAIR	TIE DOWN AND MEASURE	Existing		0.5*
29	900500	BDY *	REPAIR	SUBSEQUENT PULLS	Existing		1.5*
30	900500	REF *	REFINISH/REPAIR	COVER CAR FOR OVERSPRAY	Sublet	8.00 *	0.0*
31	900500	REF *	REFINISH/REPAIR	CORROSION PROTECTION	Sublet	0.00 *	0.3*
32	900500	BDY *	REPAIR	FLEX ADDITIVE	Sublet	7.00 *	0.0*
33	900500	BDY *	REPAIR	UNDERCOATING	Sublet	10.00 *	0.3*
34	900500	BDY *	ADD'L LABOR OP	GLASS CLEANUP	Existing		0.5*
35	900500	BDY *	REPAIR	Interior Clean	Sublet	69.95 *	0.0*
				Additional Costs & Materials			
36			ADD'L COST	Paint/Materials		459.80 *	
37			ADD'L COST	Hazardous Waste Disposal		3.00 *	

* - Judgment Item
\# - Labor Note Applies
** A/M Certified - Non-Original Equipment Manufacturer Replacement Part, Certified
** A/M - Non-Original Equipment Manufacturer Replacement Part
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

KEYSTONE-INS QUALITY PRT
5085 WREN DR.
APPLETON
WI 54915
(800) 422-1995 (920) 731-3030

17	** CH2801178C	118.00
19	** CH1100908PP	397.00
24	** CH1106213DSN	248.00

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Date: 5/ 2/2018 09:45 AM
Estimate ID: 18-1123359-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Recycler Information Section:

Holmes Automotive Recycling, Inc
4578 County Road N.
Oshkosh WI 54904
800-235-7560;920-589-2413

4	2010 Chrysler	Town & Country	LID & GATE	VA	700.00

Part Number: D01125
Description:000,GRY, POWER ,

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition).
If you are unsure, please contact the automotive recycler.
Some parts located for this quote may be interchangeable but may not be an exact match. If you are unsure, please contact the automotive recycler.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	26.9	58.00	0.00	86.95	1,647.15	T
Refinish	12.1	58.00	0.00	8.00	709.80	T
Taxable Labor					2,356.95	
Labor Tax			@ 5.500 %		129.63	
Labor Summary	39.0				2,486.58	

II. Part Replacement Summary			Amount
Taxable Parts			2,887.35
Parts Adjustments			175.00
Sales Tax	@	5.500%	168.43
Total Replacement Parts Amount			3,230.78

III. Additional Costs			Amount
Taxable Costs			462.80
Sales Tax	@	5.500%	25.45
Total Additional Costs			488.25

Paint Material Method: Rates
Init Rate = 38.00

IV. Adjustments	Amount
Insurance Deductible	300.00-
Customer Responsibility	300.00-

I.	Total Labor:	2,486.58
II.	Total Replacement Parts:	3,230.78
III.	Total Additional Costs:	488.25
	Gross Total:	6,205.61
IV.	Total Adjustments:	300.00-
	Net Total:	5,905.61

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

ESTIMATE RECALL NUMBER: 05/02/2018 09:45:15 18-1123359-01
Mitchell Data Version: OEM: MAR_18_V0430
MAPP:MAR_18_V0428
Software Version: 7.1.227

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Date: 5/ 2/2018 09:45 AM
Estimate ID: 18-1123359-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Point(s) of Impact
6 Rear Center (P)

Insurance Co: PROGRESSIVE

Inspection Site: IAA-APPLETON
Address: 2591 South Casaloma Drive
Appleton, WI 54914
(920) 371-2999

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

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A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	05/02/2018 08:31:30 AM
Estimate Started:	05/02/2018 09:11:34 AM
Estimate Printed:	Estimate not printed
Estimate Committed:	05/02/2018 09:45:15 AM
Estimate Uploaded:	05/02/2018 09:45:27 AM

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Vehicle Valuation Report

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

mitchell

Claim Information

Claim Number	Policy Number	Loss Type	Owner
18-1123359-01		COLLISION	ALFREDO VENEGAS 2511 MAIN AVENUE SHEBOYGAN, WI 53083 +1-920-2541023

Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
04/25/2018	04/26/2018	05/02/2018	1007767658	1

Vehicle Information

Year	Make	Model	Location	Mileage
2010	Dodge	Grand Caravan SXT 4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas A FWD	WI 53083	72,150 miles

Ext Color	License	VIN	Title History
		2D4RN5D17AR433849	No

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	$8,583.79
Condition -	$312.77
Prior Damage	$0.00
Aftermarket Parts +	$150.00
Refurbishment	$0.00
Market Value =	$8,421.02

Settlement Value:

$8,121.02

Settlement Adjustments

Adjustments specific to your policy

Deductible -	$300.00
Settlement Value =	$8,121.02

J.D. POWER

Mitchell WorkCenter Total Loss

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Loss Vehicle Detail

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

Standard Equipment

Exterior

16" x 6.5" aluminum wheels	Belt moldings
Black side rails w/crossbars	Black/bright grille
Body-color door handles	Body-color fascias
Body-color mirrors	Bright bodyside moldings
Bright license plate brow	Compact spare tire
Fog lamps	Fold-away heated pwr mirrors
Front air dam	Halogen headlamps
Headlamp time-delay off	Left pwr sliding door
P225/65R16 all-season BSW tires	Rear scuff pad
Rear window wiper/washer	Right pwr sliding door
Sunscreen glass	Variable intermittent windshield wipers
Yokohama tires	

Interior

(6) speakers	115V aux pwr outlet
12V aux pwr outlet	12V DC front & rear pwr outlets
2nd row fold-in-floor bucket seats	2nd row pwr windows
3rd row Stow'N Go tailgate seats	8-way pwr driver seat
Air conditioning w/3-zone temp control	Assist handles
Audio input for mobile devices	Blackwood door trim panel
Body-color sill applique	Carpet flooring
Cupholders w/overhead illumination	Door courtesy lamps
Driver door sill storage bin	Driver manual lumbar adjust
Dual glove boxes	Dual sun visors w/illuminated mirrors
Easy clean floor mats	Fixed long mast antenna
Floor console w/cupholder	Front cloth low-back bucket seats
Illuminated entry	Illuminated front door storage
Instrument panel w/blackwood & satin silver bezel	Keyless entry w/immobilizer
Leather-wrapped shift knob	Leather-wrapped steering wheel
LH rear quarter storage bin	Liftgate flood lamp
Lower instrument panel cubby bin	Media center 130 CD/MP3 player -inc: AM/FM stereo
Observation mirror	Overhead ambient surround lighting

- Overhead console
- Overhead storage bins
- Pwr adjustable pedals
- Pwr locks
- Pwr rear quarter vented windows
- Pwr windows w/front 1-touch feature -inc: 2nd row pwr windows, pwr quarter vented windows
- Rear air conditioning w/heater
- Rear overhead console system
- Rear seatback grocery bag hooks
- Rear window defroster
- SIRIUS radio -inc: 1-year service
- SIRIUS satellite radio -inc: 1-year SIRIUS radio service *N/A in HI or PR*
- Speed control
- Stain repel seat fabric
- Steering wheel mounted audio controls
- Swiveling rear courtesy/reading lamps
- Tilt steering wheel
- Tip start
- Trip computer w/temp, compass
- Universal garage door opener
- White face instrument cluster w/tachometer

Mechanical

- 160-amp alternator
- 4-wheel disc brakes
- 600-amp maintenance-free battery
- Front wheel drive
- Pwr rack & pinion steering

Safety

- 4-wheel anti-lock brakes
- Advanced multi-stage front air bags
- Brake assist
- Brake/park interlock
- Dual note electric horn
- Electronic stability control
- LATCH ready child seat anchor system
- Rear door child safety locks
- Side curtain air bags for all rows
- Tire pressure monitor

Loss Vehicle Base Value

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

Comparable Vehicle Information

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

Typical Mileage for this vehicle: **111,000 miles**

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	110,781	53094	68 miles	$7,995.00 Sold Price	$8,805.78
2	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	96,725	53095	37 miles	$8,667.00 List Price	$8,629.70
3	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	107,372	54915	42 miles	$7,995.00 List Price	$8,306.54
4	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	74,402	54956	44 miles	$9,998.00 List Price	$9,099.65
5	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	122,839	53226	55 miles	$7,494.00 List Price	$8,196.52
6	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	98,574	53045	56 miles	$9,000.00 List Price	$7,879.92
7	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	75,937	53916	60 miles	$10,000.00 List Price	$9,255.51
8	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	95,626	53149	71 miles	$9,888.00 List Price	$8,496.67
					Base Value:	**$8,583.79**

Loss Vehicle Adjustments

Loss vehicle: **2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD**

Condition Adjustments

Condition Adjustment: **-$312.77** Overall Condition: **2.83-Good** Typical Vehicle Condition: **3.00**

Category	Condition	Comments
Interior		
GLASS	3 Good	
SEATS	2 Fair	significant wear
DASH/CONSOLE	3 Good	
CARPET	3 Good	
HEADLINER	3 Good	
DOORS/INTERIOR PANELS	3 Good	
Exterior		
VINYL/CONVERTIBLE TOP	Typical	
BODY	3 Good	
PAINT	3 Good	
TRIM	2 Fair	front bumper
Mechanical		
ENGINE	3 Good	
TRANSMISSION	3 Good	
Tire	3 Good	5, 6, 8, 9

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

Comments:

After Market Parts and OEM Equipment Adjustments

Category	Description	Adjustment Type	Purchase Date	Amount Paid	Adjustment Amount
EXTERIOR	HITCH - RECEIVER TYPE	INSTANT QUOTE			$150.00
INTERIOR	SEAT COVERS	INSTANT QUOTE			$0.00

Comparable Vehicles

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

1 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **Sold Price: $7,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18ARXXXXXX		04/04/2018	53094	68 miles

Source

DEALER SALE - BUILDSHEET - J.D. POWER

Adjustments	Loss Vehicle	This Vehicle	Amount
Mileage	72,150	110,781	$1,159.61
Equipment			
FAMILY VALUE GROUP	No	Yes	-$223.72
PWR LIFTGATE	No	Yes	-$125.11
		Total Adjustments:	$810.78
		Adjusted Price:	**$8,805.78**

Comparable Vehicle Package Details:

FAMILY VALUE GROUP

Comparable Vehicle Option Details:

PWR LIFTGATE

2 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $8,667.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D19AR232728	PLS3530A	03/18/2018	53095	37 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM

RUSS DARROW WEST BEND CHRYSLER JEEP DODGE RAM

3210 W WASHINGTON ST

WEST BEND WI 53095

262-808-2700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$731.00
Mileage	72,150	96,725	$693.70
		Total Adjustments:	-$37.30
		Adjusted Price:	**$8,629.70**

3 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $7,995.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D16AR261426	3657	04/30/2018	54915	42 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM

DARBOY AUTO SALES

4029 E CALUMET

APPLETON WI 54915

920-903-8654

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$651.00
Mileage	72,150	107,372	$962.54
		Total Adjustments:	$311.54
		Adjusted Price:	**$8,306.54**

4 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $9,998.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D1XAR224184	181295A	04/25/2018	54956	44 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
BERGSTROM GM OF NEENAH
150 N. GREEN BAY ROAD
NEENAH WI 54956
800-687-8608

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$814.00
Mileage	72,150	74,402	$59.36
Equipment			
PWR LIFTGATE	No	Yes	-$143.71
		Total Adjustments:	-$898.35
		Adjusted Price:	**$9,099.65**

Comparable Vehicle Option Details:

PWR LIFTGATE

5 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $7,494.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR174523	PKL9773A	02/27/2018	53226	55 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
RUSS DARROW KIA OF WAUWATOSA
1901 N MAYFAIR RD
WAUWATOSA WI 53226
414-778-5700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$632.00
Mileage	72,150	122,839	$1,334.52
		Total Adjustments:	$702.52
		Adjusted Price:	**$8,196.52**

6 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $9,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR101832	UT3098KR	03/18/2018	53045	56 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM
SOERENS FORD
18900 WEST CAPITOL DRIVE
BROOKFIELD WI 53045
262-781-9800

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$759.00
Mileage	72,150	98,574	$782.84
Equipment			
TRAILER TOW GROUP	No	Yes	-$188.13
HEATED SEAT GROUP	No	Yes	-$159.30
ENTERTAINMENT GROUP 2	No	Yes	-$667.53
PWR LIFTGATE	No	Yes	-$128.96
		Total Adjustments:	-$1,120.08
		Adjusted Price:	**$7,879.92**

Comparable Vehicle Package Details:

TRAILER TOW GROUP

HEATED SEAT GROUP

ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)

Comparable Vehicle Option Details:

PWR LIFTGATE

7 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD

List Price: $10,000.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18AR246846	4690A	03/27/2018	53916	60 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
REED CHRYSLER SALES
1724 N. SPRING ST.
BEAVER DAM WI 53916
920-887-2300

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$844.00
Mileage	72,150	75,937	$99.51
		Total Adjustments:	-$744.49
		Adjusted Price:	**$9,255.51**

8 **2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD** **List Price: $9,888.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D13AR145472	P1668A	04/17/2018	53149	71 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM

LYNCH CHRYSLER DODGE JEEP RAM

282 E WOLF RUN

MUKWONAGO WI 53149

262-642-4700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$805.00
Mileage	72,150	95,626	$753.04
Equipment			
TRAILER TOW GROUP	No	Yes	-$207.35
ENTERTAINMENT GROUP 2	No	Yes	-$735.73
FAMILY VALUE GROUP	No	Yes	-$254.16
PWR LIFTGATE	No	Yes	-$142.13
		Total Adjustments:	-$1,391.33
		Adjusted Price:	**$8,496.67**

Comparable Vehicle Package Details:

TRAILER TOW GROUP

ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)

FAMILY VALUE GROUP

Comparable Vehicle Option Details:

PWR LIFTGATE

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2010 Dodge Grand Caravan SXT	4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas FWD	$27,160.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:

  Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:

  Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:

  Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:

  Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

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

Progressive Group of Insurance Companies

Settlement Summary

Claim Information

Claim Number: 18-1123359-01
Policy Number:
Owner : VENEGAS, ALFREDO

Coverage Type of Loss: Collision
Loss Date: 04/25/2018
Reported Date: 04/26/2018
Valuation Report ID: 1007767658

Vehicle Information

Loss Vehicle: 2010 Dodge Grand Caravan SXT 4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas A FWD
VIN: 2D4RN5D17AR433849
Mileage: 72,150 miles
Title History: No

Location: WI 53083
Exterior Color:
License Plate:
Title History Comments:

Loan Information		Payment Information	
Lien Holder Payoff:	$0.00	**Lien Holder Payment(s):**	$0.00
Loan/Lease Payoff Coverage:	$0.00	**Net to Owner:**	$8,584.18

Settlement

Stated Amount:	$0.00
Actual Cash Value:	$8,421.02
Base Value:	$8,583.79
Title History Adjustment:	-$0.00
Refurbishment Adjustments:	$0.00
After Market Parts Adjustment:	$150.00
Condition Adjustment:	-$312.77
Prior Damage Adjustment:	-$0.00
Market Value:	$ 8,421.02
Settlement Adjustment(Pre-Tax):	$0.00
Fees:	$0.00
Taxes:	$463.16
Company Obtains:	$0.00
Net Settlement:	$8,884.18
Settlement Adjustment(Post-Tax):	$0.00
Deductible:	-$300.00
Other Adjustments:	$ 0.00
Total Settlement:	$8,584.18

Adjuster License #:
Comments:

G7L0B3P3GH
C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
PROGRESSIVE
[illegible] N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0B3P3GH

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER JOHN SAMUELS

Crash Date	Crash Time	Date Arrived	Time Arrived
04/25/2018	01:45 PM	04/25/2018	02:11 PM

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
04/25/2018	01:59 PM	02	01	00

☐ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags
		NO	

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By

Additional Information
NONE

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

UNIT 1 WAS NORTHBOUND S BUSINESS DR. DRIVING A CITY DUMP TRUCK. UNIT 1 WAS "FOUR CAR LENGTHS" BEHIND UNIT 2 AS THEY APPROACHED WILSON AVE. UNIT 2 STOPPED FOR THE YELLOW TRAFFIC LIGHT. UNIT 1 BRAKED, BUT COULD NOT STOP BEFORE STRIKING UNIT 2.

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C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON STH28 EB 32 FT S OF WILSON AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.723785193	Longitude -87.735627324
	X Coordinate 440748.71875	Y Coordinate 4841458
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 02--FRONT TO REAR	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) NONE
Environment Factor(s) NONE	
Weather Condition(s) CLEAR	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION-RELATED	FOUR-WAY INTERSECTION

Closure Type	Reasons for Closure		
LANE CLOSURE	OTHER		
Date Initial Lane/Rd Closed 04/25/2018	Time Initial Lane/Rd Closed 01:49 PM		
Date All Lanes Open 04/25/2018	Time All Lanes Open 02:20 PM	Date Scene Cleared 04/25/2018	Time Scene Cleared 02:20 PM

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements
Total Occs 1	Train/Bus # Injured	Total # Citations Issued 1	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit 30	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

UNIT 01

License Plate Number 74103	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1HTWXAHT47J527797	Make INTERNATIONAL	Year 2007	Model DUMP TRUCK

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C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — VEHICLE 01

Color: BLU - BLUE	Body Style: CB - CAB CHASSIS	Bus Use: NOT A BUS
Initial Contact Point: 12--FRONT	Vehicle Damage: NO DAMAGE	
Extent Of Damage: NO DAMAGE		
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR	
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE	
Driver Prior Action Other		

Driver Actions: FOLLOWING TOO CLOSE

Driver Distractions: UNKNOWN IF DISTRACTED

Owner Name: SHEBOYGAN CITY OF (920) 459-3440	Owner Address: 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event
03	Event
04	Event

Policy Holder

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	Government: SHEBOYGAN CITY OF

UNIT — INDIVIDUAL

Individual

Driver: RICKY JAMES VAN DER VAART (920) 889-6666	Citations Issued: 1	Sex: MALE
	Date of Birth: 03/27/1961	Race: WHITE
Address: 6666 S 12TH ST SHEBOYGAN, WI 53081 , US	Driver License Number: V5367306110708 STATE: WISCONSIN COUNTRY: UNITED STATES	

Equipment

On Duty Crash	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use	Helmet Compliance

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C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Eye Protection		Tint Compliance	
Injury	Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED		Ejection Path: NOT EJECTED/NOT APPLICABL	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death

Non Motorist	Striking Unit #	Prior Action	Location	To/From School

Action:

Action Other:

Drug & Alcohol	Suspected Alcohol Use	Suspected Drug Use
	NO	NO

Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results

Drug Type:

Individual Condition: APPEARED NORMAL

Violations

UTC Number	Issue To?	Statute Number	Seq Num	Description
AE250620	001	346.14(2)(a)	001	TRUCK FOLLOWING TOO CLOSELY

Unit Summary

UNIT 02

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: PASSENGER VAN				Operating As Endorsements
Total Occs: 1	Train/Bus # Injured	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit: 35	Total Lanes: 4
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control: TRAFFIC SIGNAL		Traffic Control Inoperative/Missing: NO
Surface Type: CONCRETE		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

G7L0B3P3GH
C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
129FXF	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2D4RN5D17AR433849	DODGE	2010	GRAND CARA

Color	Body Style	Bus Use
BLK - BLACK	VN - VAN	NOT A BUS

Initial Contact Point	Vehicle Damage
6--REAR	6--REAR

Extent Of Damage	
FUNCTIONAL DAMAGE	

Towed Due To Damage	Vehicle Removed By
NOT TOWED	

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE

Driver Prior Action Other	

Driver Actions
NO CONTRIBUTING ACTION

Driver Distractions
NOT DISTRACTED

Owner Name	Owner Address
YANET CAZARESCARRASCO (920) 254-1622	2511 MAIN AVE SHEBOYGAN, WI 53083 , US

Sequence Of Events

UNIT 02 VEHICLE 02

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

Policy Holder

UNIT 02

Insurance Company	Individual
ARTISAN-AND-TRUCKERS-CASUALTY-CO	YANET CAZARES CARRASCO

Individual

UNIT 02 INDIVIDUAL 02

Driver	Citations Issued	Sex
YANET CAZARESCARRASCO (920) 254-1622	0	FEMALE
	Date of Birth: 07/17/1981	Race: HISPANIC

Address	Driver License Number
2511 MAIN AVE SHEBOYGAN, WI 53083 , US	NONE STATE: DISTRITO FEDERAL COUNTRY: MEXICO

Equipment	On Duty Crash

G7L0B3P3GH
C18-08150

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — INDIVIDUAL 002

Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY			Safety Equipment: SHOULDER & LAP BELT	
Helmet Use			Helmet Compliance	
Eye Protection			Tint Compliance	
Injury	Injury Severity: POSSIBLE INJURY		Airbag: NON DEPLOYED	
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICABL	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED			EMS Agency Identifier	EMS Run #
Hospital			Date of Death	Time of Death
Non Motorist	Striking Unit #	Prior Action	Location	To/From School
Action				
Action Other				
Drug & Alcohol	Suspected Alcohol Use: NO		Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN			Alcohol Test Type	Alcohol Test Results
Drug Test Given: TEST NOT GIVEN			Drug Test Type	Drug Test Results
Drug Type				
Individual Condition: APPEARED NORMAL				

UNIT 02 — INDIVIDUAL 002

Witness

WITNESS 01	Individual	Address	Date of Birth
	SAMANTHA LEIGH SHERMAN (920) 547-0364	4924 S 10TH ST SHEBOYGAN, WI 53081 , US	11/12/1982


GRAND
CARAVAN
SXT


NBA
WISCONSIN
129-FXF
DODGE
GRAND CARAVAN
SXT


NBA
WISCONSIN
129-FXF
DODGE
GRAND CARAVAN
SXT


WISCONSIN
129-FXF


WISCONSIN
129-FXF

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

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

1. R. C. No. 290-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 263-17-18 by City Clerk submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017;

2. R. C. No. 292-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 272-17-18 by City Clerk submitting a Notice of Claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment in Lieu of Taxes (PILOT) payment assessed for the 2017 tax year;

3. R. C. No. 294-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 289-17-18 by City Clerk submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup;

4. R. C. No. 295-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 290-17-18 by City Clerk submitting a claim from American Family Insurance in regards to their insured, Eugene F. and Sharon K. Aschenbach, for alleged damages to their basement due to a sewer backup;

5. R. C. No. 296-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 291-17-18 by City Clerk submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup;

6. R. C. No. 304-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 316-17-18 by City Clerk submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer backup;

7. R. O. No. 329-17-18 by City Clerk submitting a claim from Karla Haack regarding alleged damages to the basement of a side-by-side duplex (1332/1334 North 27th Street) due to a sewer backup;

8. R. O. No. 11-18-19 by City Clerk submitting a claim from Erie Insurance for recovery of loss for alleged damages to their insured home at 1410 North 17th Street due to a sewer backup;

Consent

9. R. O. No. 38-18-19 by City Clerk submitting a claim from Steven Neumann for alleged damages to his basement when a main line became blocked and caused sanitary lateral to overflow;

10. R. O. No. 39-18-19 by City Clerk submitting a claim from Shirley and Tony Glazer for alleged damages to their basement due to a sewer backup;

11. R. O. No. 40-18-19 by City Clerk submitting a claim from Robert and Vicki McDermott for alleged damages to their basement from a collapsing sewer line;

12. R. O. No. 41-18-19 by City Clerk submitting a claim from Linda L. Shimon for alleged damages to her basement due to a sewer backup;

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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.15

R. C. No. 290 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 263-17-18 by City Clerk submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

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

3.1

R. O. No. 263 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017.

Finance + Personnel

Finance + personnel & new council

CITY CLERK

JAN 9 '18 PM12:01

Claim 25-17

CLAIM FOR RECOVERY OF UNLAWFUL TAXES PURSUANT TO WIS. STAT. §74.35

WHEREAS this claim is in writing;

WHEREAS this claim states the circumstances giving rise to the claim including the basis for the claim as specified in Wis. Stat. §74.33(1)(a)(2)(e);

WHEREAS this claim states as accurately possible the amount of the claim;

WHEREAS this claim is signed by the agent of the owner of the real estate;

WHEREAS this claim is being served on a clerk of a taxation district in a manner described in Wis. Stat. §801.11(4).

WHEREFORE this claim is made on behalf of the Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 N. 10th Street, Sheboygan, Wisconsin 53081, Tax Parcel No. 59281104660, Legal Description Volume 1469, Page 519, Original Plat South 90 feet of Lot 7, Block 94, all within the City of Sheboygan County of Sheboygan State of Wisconsin.

WHEREFORE the owner of said property did receive a letter from the City Assessor on October 10, 1997, granting the property tax exemption. See *Exhibit 'A'* attached hereto;

WHEREFORE the City of Sheboygan City Assessor, by letter of February 18, 2009, notified the owner of the said real estate that their exemption would be denied. See *Exhibit 'B'* attached hereto;

WHEREFORE Wis. Stat. §70.11 states in part; "the property described in this section is exempted from general property taxes if the property is exempted under sub.(1),(2),(18),(21),(27), or (30); if it was exempt from the previous year and its' use, occupancy, or ownership did not change in any way that makes it taxable;"

WHEREFORE the property has not changed in ownership, occupancy, or use since it was found to be exempt in 1997;

WHEREFORE Wis. Stat. §70.11 prohibits the redetermination of exempt status without first showing a change in use, occupancy, or ownership of the property;

WHEREFORE the owner of said property claims that the taxes imposed as shown as *Exhibit 'C'* constitute an unlawful tax.

Cardinal Process Service
Sheboygan, WI 53083
Susan Richards, City Clerk
Served City of Sheboygan
By serving Meredith DeBruin City Clerk
On 1-9-18 at 11:55 a.m./p.m.
Person

WHEREFORE the owner of said property demands recovery of the unlawful tax and further demands that the property be determined to be exempt in all future years unless and until the ownership, occupancy, or use of the property changes from that ownership, occupancy, or use that existed in 1997.

Dated this 5 day of January, 2018.

Sheboygan Society Scale Model Railroad Engineers

Owner: _____
Jeffrey Klauser, Treasurer

EXHIBIT 'A'

City of Sheboygan
spirit on the lake

October 10, 1997

Sheboygan Society of Scale Model
Railroad Engineers, Ltd.
1001 North 10th Street
Sheboygan, WI 53081-3908

Dear Sirs:

Our office is in receipt of your request for tax exemption of the property owned by Sheboygan Society of Scale Model Railroad Engineers, Ltd. located at 1001 North 10th Street, Sheboygan, WI. Upon review of the property tax exemption request, the property will become exempt as of January 1, 1998.

Sincerely,

Marty Vander Vliet
City Assessor

MVV/ls

OFFICE OF THE
ASSESSOR

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

414/459-3388
FAX 414/459-3967

EXHIBIT 'B'

City of Sheboygan
spirit on the lake

February 18, 2009

Sheboygan Society of Scale Model Railroad Engineerings Ltd.
1001 N. 10th St.
Sheboygan, WI 53081

Re: Parcel No. 104660 (1001 North 10th Street)

Dear Property Owner:

During the course of 2008, the City of Sheboygan - Assessor's Office conducted a city-wide review of all real property exempt from taxation.

Shown below are specific considerations of our review.

- There is no Wisconsin Statute or statutory language that allows for an exemption from property tax based on determinations made by the IRS.
- Under Wisconsin Statutes section 70.11(4), fraternal societies must operate under the lodge system.
- Under Wisconsin Statutes section 70, there is no statutory language that provides a property tax exemption for organizations whose purpose is the historical, technical, and educational aspects of model railroading.

Shown below are general considerations of our review.

- Per the *Wisconsin Property Assessment Manual*, to qualify for exemption as an educational institution the organization must be an educational association engaged in "traditional" educational activities. Furthermore, it must be a type of education which benefits the general public directly and would ordinarily be provided by the government or would in some way lesson the burden of government.
- Property tax exemptions are based on a "theory of mutual consideration."[i] The taxpaying community relieves an organization of its property tax burden when that organization provides a public benefit.[ii] In other words, an organization receives an exemption when it serves a public purpose, and saves the city or state money.[iii] Additionally, an organization can receive special tax treatment only if it takes affirmative steps to distinguish itself from for-profit entities by providing some service to the community as a whole.[iv]
- Under Wisconsin Statue 70.109 exemptions shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.

OFFICE OF THE
ASSESSOR

CITY HALL
828 CENTER AVE
SHEBOYGAN, WI
53081

920/459-3388
FAX 920/459-0298

City of Sheboygan
spirit on the lake.

Based on the above considerations it has been determined that the property located at 1001 N. 10th Street in the City of Sheboygan will no longer qualify for tax exemption effective January 1, 2009. The Assessor's Office will be placing an assessment on this property and a notification of the assessment will be mailed in April 2009.

If you have new information that would support your claim for exemption, please give me a call or provide the information to our office.

Going forward...each assessment year is independent. If you file an exemption request for the assessment year 2010, you need only submit a *Property Tax Exemption Request* form with updates to the information already on file. Keep in mind Wisconsin Statutes require completion of the application form in its entirety to be eligible for exemption from the Wisconsin property tax. The completed form with attachments must be filed with the Assessor's Office by March 1st to be eligible for exemption of the current assessment year. For further information please refer to Stat, Sec. 70.11, and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption.

I appreciate your time and attention in this matter.

Respectfully,

David Lutzke
City Assessor

Cc: Juan Perez, City Mayor
Stephen McLean, City Attorney
City Council

OFFICE OF THE ASSESSOR
CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081
920/459-3388
FAX 920/459-0298

[i] Univ. of Wis. Med. Found., Inc. v. City of Madison, 2003 WI App 204, ¶ 11, 267 Wis. 2d 504, 671 N.W.2d 292
[ii] Univ. of Wis. Med. Found., 203 WI App 204, ¶ 11.
[iii] Int'l Found. Of Employee Benefit Plans, Inc. v. City of Brookfield, 95 Wis. 2d 444, 455, 290 N.W.2d 720, 725 (Ct. App. 1980), aff'd, 100 Wis. 2d 66, 301 N.W.2d 175 (1981).
[iv] Deutsches Land, 225 Wis. 2d at 80-85, 591 N.W.2d at 589

EXHIBIT 'C'

REAL ESTATE PROPERTY TAX BILL FOR 2017

Bill #: 52579
Parcel #: 59281104660
Alt. Parcel #:

SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

CITY OF SHEBOYGAN

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

Total Due For Full Payment
By January 31, 2018
$1,129.31
-- OR --
Pay First Installment
By January 31, 2018
$564.66

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
NANCY BUSS, FINANCE DIRECTOR
828 CENTER AVENUE
SHEBOYGAN WI 53081
920-459-3311

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

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	
		3220 S Business Drive, Sheboygan	Closed 11/23/17, 12/25/17,
			01/01/18 and 01/15/18.

Other Drop Off Sites: None.
Drop Box: Box located at the front door to City Hall at 828 Center Avenue in Sheboygan.
Dates Municipality Closed: n/a
Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
Other Information: Email questions to taxinfo@sheboyganwi.gov
Telephone: 920-783-6758

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2017
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 52579
Correspondence should refer to parcel number
PARCEL#: 59281104660

SEQ# 1

Property Address
1001 N 10TH ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
16,200	32,200	48,400	0.9621	16,800	33,500	50,300

☐ A star in this box mea unpaid prior year taxe

Taxing Jurisdiction	2016 Est. State Aids Allocated Tax Dist.	2017 Est. State Aids Allocated Tax Dist.	2016 Net Tax	2017 Net Tax	% Tax Change
STATE OF WISCONSIN			8.24	0.00	-100.0%
SHEBOYGAN COUNTY	1,540,035	1,666,451	267.24	264.65	-1.0%
CITY OF SHEBOYGAN	13,185,046	13,335,856	462.37	470.82	1.8%
SHEBOYGAN	56,504,261	58,520,424	431.81	423.30	-2.0%
LAKESHORE TCDB	2,512,653	2,827,594	39.08	41.33	5.8%
Total	73,741,995	76,350,325	1,208.74	1,200.10	-0.7%
First Dollar Credit			72.96	70.79	-3.0%
Lottery & Gaming Credit					
Net Property Tax			1,135.78	1,129.31	-0.6%

Gross Property Tax	1,200
First Dollar Credit	-70
Lottery Credit	
Net Property Tax	1,129

School taxes reduced by school levy tax credit $ 100.61

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

SHEB SOCIETY OF SCALE MODEL RR ENGI
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

1469/519 1303/556 1303/555

ORIGINAL PLAT S 90' OF LOT 7
BLK 94

Net Assessed Value Rate (Does NOT reflect credits)
0.024795568

RETAIN THIS PORTION AS YOUR COPY

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2018**
▶ $ 1,129.31

Warning: If not paid by due dates, installmer option is lost and total tax is delinquent subjec interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
564.66 DUE BY 01/31/20
564.65 DUE BY 07/31/20

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	1,074,916.00	22.54	2037

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

VI

5.17

R. C. No. 292 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 273-17-18 by City Clerk submitting a Notice of Claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu Of Taxes (PILOT) payment assessed for the 2017 tax year; recommends referring to Finance and Personnel Committee of the new council.

Finance Personnel
2018-2019

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

3.3

R. O. No. 273 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a notice of claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu Of Taxes (PILOT) payment assessed for the 2017 tax year.

Finance / Personnel
Finance personnel
finance personnel

CITY CLERK

Claim 27-17

WIPFLi LLP
CPAs and Consultants

Wipfli LLP
2901 East Enterprise Avenue
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

January 30, 2018

Ms. Meredith DeBruin
City Clerk – City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 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 Payment In Lieu Of Taxes (PILOT) payment assessed to this taxpayer for the 2017 tax year. This claim is a protective claim, in the event the claim for the refund of the 2017 property tax assessment is not granted. We believe this PILOT payment is erroneous for the following reasons:

1. The property was exempt from real estate taxes based upon a 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 2017 property tax payment for this parcel via check number 1426, dated January 30, 2018 (Attachment 2).

3. The City of Sheboygan has already received a 2017 PILOT payment for this parcel, via a net present value payment of $138,663.55, for the 15 years from 2016 to 2030, on December 6, 2016.

4. The PILOT agreement requires, in paragraph 4, a suspension of the agreement and the refund of the PILOT payment, if the exemption for the parcel no longer applies.

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 two 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

Therefore, the claim for refund is in the amount of $15,000, plus any applicable interest, under 74.35(4).

Sincerely,

Daryl L. Ohland
Director – State and Local Taxes
Wipfli LLP

Enc.

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

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.

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

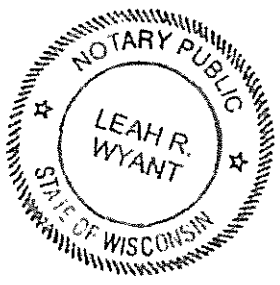
Creation and Preservation Partners, Inc.

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 – 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.

Creation & Preservation Partners, Inc. 1426

Attachment #2

Payee City of Sheboygan 1426
Vendor ID Sheboygan, City of Account #: 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.

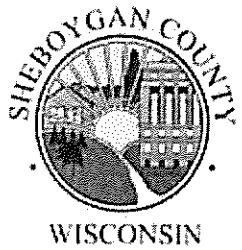
⑈001426⑈ ⑆075901134⑆ 2⑈550⑈8791⑈

Creation & Preservation Partners, Inc. 1426

Payee City of Sheboygan 1426
Vendor ID Sheboygan, City of Account #: 1/17/2018

Invoice	Description	Discount	Amount
54562	RE Tax Parcel 59281216522	$0.00	$30,542.94

Total : $0.00 $30,542.94



(http://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx)

Search powered by GCS (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

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

VII

5.19

R. C. No. 294 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 289-17-18 by City Clerk submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

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

4.2

R. O. No. 289 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup.

Finance
Personnel
Finance + personnel
& full Council

CITY CLERK

DATE RECEIVED 2-9-18. RECEIVED BY MD.

CLAIM NO. 29-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 9'18 AM11:01

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: Fred O. Hofmann
2. Home address of Claimant: 1340 N. 27 St. Sheboygan
3. Home phone number: 920-452-6865
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Feb 3, 2018
6. Where did damage or injury occur? (give full description) Basement of Residence
7. How did damage or injury occur? (give full description) Sewer backup into basement
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: Sanitary line contaminated sewer water entered my basement
   (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").

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

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

Auto:	$	
Property:	$ Clothes ~500.00	– Tools, pallets, clothes containers, personnel items
Personal injury:	$	
Other: (Specify below	$ 1200.00 Cleanup	6 people @ 20.00 10 Hours cleaning
TOTAL	$ 1700.00	

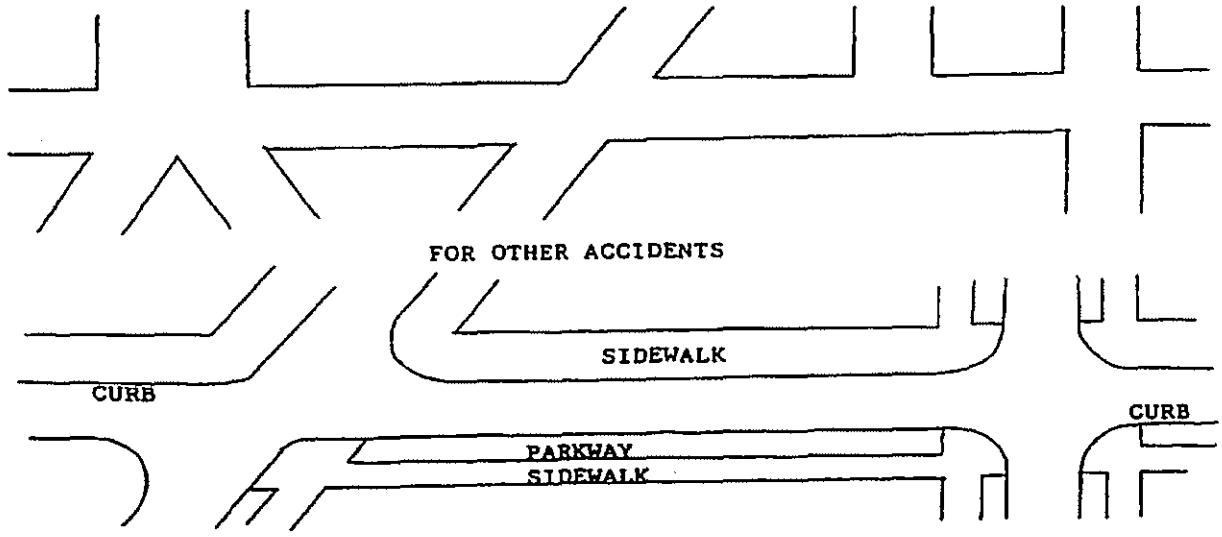
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: N/A

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 Fred O. Hofmann DATE 1-8-2018

DATE RECEIVED 2-9-18 RECEIVED BY MD

CLAIM NO. 29-17

CLAIM

Claimant's Name: Fred O. Hofmann

Claimant's Address: 1340 N. 27th St.

Claimant's Phone No. 920-452-6865

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ ~~1700.00~~ 1700.00

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 $ 1700.00.

SIGNED Fred O. Hofmann DATE: 1-8-2018

ADDRESS: 1340 N. 27 St. Sheboygan Wi. 53081

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

VII

5.20

R. C. No. 295- 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 290-17-18 by City Clerk submitting a claim from American Family Insurance in regards to their insured, Eugene F. and Sharon K. Aschenbach, for alleged damages to their basement due to a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel 2018 2019

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

4.4

R. O. No. 290 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from American Family Insurance in regards to their insured, Eugene F and Sharon K Aschenbach, for alleged damages to their basement due to a sewer backup.

Finance
Personnel.
Finance + personnel
Do not concur

CITY CLERK

Rec'd 2-14-18 MD
Claim #30-17

AMERICAN FAMILY INSURANCE

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

CITY OF SHEBOYGAN
FEB 14 2018
FINANCE DEPARTMENT

February 08, 2018

69-SAM069

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE:	Claim Number:	00-835-092242-6931
	Our Insured Name:	Eugene F & Sharon K Aschenbach
	Date of Loss:	February 3, 2018
	Our Company Name:	American Family Mutual Insurance Company, S.I.

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you were the cause of our insured's damages.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you or your insurance company to reimburse our claim payment(s) and our insured's deductible, if applicable. If you have a liability insurance policy, please complete the enclosed form and return it to us, marked "Attn: Subrogation Dept". We can then handle this matter directly with your insurance company.

If you have any questions, please contact me at the number below.

Sincerely,

Sarah Crose

Sarah A Crose
Subrogation Senior Adjuster
American Family Mutual Insurance Company, S.I.
1-800-MYAMFAM (1-800-692-6326) X 44777
scrose@amfam.com
Fax: 866-364-0982
www.amfam.com/claims

Enc:

INSURANCE INFORMATION FORM

Date of Loss: February 3, 2018

American Family Claim Number: 00-835-092242-6931

American Family Insured's Name: Eugene F & Sharon K Aschenbach

My Name: _____

Name of My Insurance Company: _____

Address: _____

Phone Number: _____

My Policy Number is: _____

Insured's Name on my Policy: _____

My Agent's Name: _____

Address: _____

Phone Number: _____

I have reported this loss to my insurance company. Yes ☐ No ☐

Check Here ☐ if you do not have a liability insurance policy.

Signed _____ Date _____

AMERICAN FAMILY INSURANCE

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

February 08, 2018

69-SAM069

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE:

Our Insured:	Eugene F & Sharon K Aschenbach
Our Claim Number:	00-835-092242-6931
Date of Loss:	February 3, 2018
Amount of Claim:	$6250.00

Dear City Of Sheboygan:

We are notifying you that American Family Mutual Insurance Company, S.I. has now made payments, resulting from your responsibility for the above referenced claim. The total amount of the claim including our insureds deductible, if applicable, is indicated above.

We believe that we are entitled to recover some or all of this money from you. In handling this claim with you we will take the Comparative Negligence Laws of your state into consideration.

If you have a liability insurance policy, please complete and return the enclosed form to us. We can then contact your company and handle this matter directly with them. Otherwise, we ask that you contact us so suitable arrangements for payment to us can be made.

Sincerely,

Sarah Crose

Sarah A Crose
Subrogation Senior Adjuster
American Family Mutual Insurance Company, S.I.
1-800-MYAMFAM (1-800-692-6326) X 44777
scrose@amfam.com
Fax: 866-364-0982
www.amfam.com/claims

Enc:

Clm: 00-835-092242 / ASCHENBACH, EUGENE F & SHARON K **DOL:** 02/03/2018 **Policy:** 48B03179-01 **CAT:**

Financial Summary & Transactions

Loss Paid-to-Date: $5,250.00 **Deductible(s) Applied-to-Date: $1,000.00** **Expense Paid-to-Date: $0.00**

Filtered by: No filter applied. All items displayed.

Loss Payments:	**$5,250.00**	**Loss Credits:**	**$0.00**	**Expense Payments:**	**$0.00**	**Expense Credits:**	**$0.00**
Claim:	$5,250.00	**Claim:**	$0.00	**Legal:**	$0.00	**Legal:**	$0.00
Salvage:	$0.00	**Salvage:**	$0.00	**Medical:**	$0.00	**Medical:**	$0.00
Subrogation:	$0.00	**Subrogation:**	$0.00	**Other:**	$0.00	**Other:**	$0.00

Display By: Chronological Order

Displaying 1 item(s). **Sorted By:** Descending Trans Date

Trans Date	Trans #	Transaction	Pay To / Payor	Party - Peril	Amount	Status
02/07/2018	0102015588	Payment - Loss - Claim	EUGENE F & SHARON K ASCHENBACH	**ASCHENBACH, EUGENE F & SHARON K** Sewer Back Up/Sump Pump Overflow (R19): $5,250.00	$5,250.00	Issued
		Trans Message: Payment for policy limit on sewer backup loss				

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AMERICAN FAMILY INSURANCE **American Family Insurance Group**

Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

February 08, 2018

ASCHENBACH, EUGENE F & SHARON K
1404 N 27TH ST
SHEBOYGAN, WI 53081-3123

Claim Number: 00835092242
Date of Loss: 2/3/2018

The attached estimate of damages has been prepared for your property. The estimate has used common prices for labor and material from your area.

Enclosed is our draft for the actual cash value (today's replacement cost less depreciation) of your damaged property. For Dwelling and Structure damages, we may have included your mortgage company, **U. S. BANK NATIONAL ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS ATIMA C/O US BANK, U. S. BANK NATIONAL ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS C/O US BANK HOME M**, on the draft as required by your policy.

Summary For Sewer Back-up, Sump, Septic

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
$8,716.37	($1,245.65)		$7,470.72
Less Deductible			($1,000.00)
Less Amount Over Limit(s)			($1,470.72)
Total ACV Settlement			**$5,000.00**

Summary For Debris Removal - 5%

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
$340.00			$340.00
Less Amount Over Limit(s)			($90.00)
Total ACV Settlement			**$250.00**

Total Outstanding ACV Settlement (All Coverages) **$5,250.00**

See the enclosed estimate for details of your settlement which may include other itemized details not shown above.

If you wish to make a claim for the recoverable depreciation amount, you must do **TWO** things:

1. You must have the item(s) replaced or repaired within one year from your date of loss. *Exception: Georgia and Washington policies ONLY - Please refer to your policy language as well as the section of this estimate titled Claiming Recoverable Depreciation following the Estimate Recap or Coverage Limit Details sections.
2. You must submit a final repair bill or purchase receipt showing the item(s) has been repaired or replaced.

The attached estimate is what we expect to be the reasonable cost to repair or replace the property. This estimate may not include permit fees. If total charges for repair/replacement plus permits exceed the amount shown here for that

repair/replacement, prior to any deductible, then additional amounts may be payable. If the actual cost is more or less, the final payment will be adjusted accordingly. If you wish, you may repair or replace with higher quality items, however, you will be responsible for any increase in cost.

Please refer to your policy under either CONDITIONS - SECTION I or HOW WE SETTLE LOSSES - SECTION I for further details on determining your loss settlement.

Please present this estimate to a contractor or repair facility of your choice BEFORE you authorize the start of repairs. If any additional damage or costs are identified, for which you believe we should be responsible, they must be approved by a representative of American Family Insurance prior to having the additional work done. If you, your contractor, or repair facility have any questions, please contact us at (920) 889-5506.

American Family Insurance appreciates your business.

Thank You,
Jon Roth

Insured: ASCHENBACH, EUGENE F & SHARON K
1404 N 27TH ST
SHEBOYGAN, WI 53081-3123

Claim Rep.: Jon Roth
Estimator: Jon Roth

Claim Number: 00835092242 **Policy Number:** 48B0317901 **Type of Loss:** Sewer Back Up/Sump Pump Overflow

Coverage	Deductible	Policy Limit
Dwelling	$0.00	$149,600.00
Contents	$0.00	$112,200.00
Sewer Back-up, Sump, Septic	$1,000.00	$5,000.00
Debris Removal - 5%	$0.00	$250.00

Date Contacted: 2/5/2018 2:35 PM
Date of Loss: 2/3/2018 12:15 PM
Date Est. Completed: 2/8/2018 12:36 AM

Price List: WIAP8X_FEB18_1
Restoration/Service/Remodel

Sales Taxes:			
	Material Sales Tax	@	5.500%
	Services Mat'l Tax	@	5.500%
	Service Sales Tax	@	5.500%
	Manuf. Home Tax	@	5.500%
	Storage Tax	@	5.500%

Estimate Recap For Sewer Back-up, Sump, Septic

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - Basement	8,716.37	1,245.65	0.00	7,470.72
	8,716.37	**1,245.65**	**0.00**	**7,470.72**

Estimate Recap For Debris Removal - 5%

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - Basement	340.00	0.00	0.00	340.00
	340.00	**0.00**	**0.00**	**340.00**

IMPORTANT - Please read the definitions below

What is replacement cost (RCV)?
Replacement cost is the cost to repair the damaged item with an item of like kind and quality, without deduction for depreciation.

What is depreciation?
Depreciation is the amount deducted from the replacement cost based upon the age and condition of the item being replaced.

What is actual cash value (ACV)?
Actual cash value is based on the cost to repair or replace the damaged item with an item of like kind and quality, **less depreciation**.

Coverage Limit Details

Coverage	Aggregate Limit	Single Item Limit	Overage
Sewer Back-up, Sump, Septic	$5,000.00		$3,716.37
Subtotal			$3,716.37
Less Deductible			($1,000.00)
		Amount Over Limit(s)	**$2,716.37**

Coverage	Aggregate Limit	Single Item Limit	Overage
Debris Removal - 5%	$250.00		$90.00
Subtotal			$90.00
Less Deductible			($0.00)
		Amount Over Limit(s)	**$90.00**

Total Amount Over Limit(s): $2,806.37

The Actual Cash Value (ACV) is based on an item's: ***Age divided by normal Useful Life,*** *unless otherwise noted. Deviation from* ***Age divided by normal Useful life*** *is common due to inspection evaluation, condition of the item, obsolescence, product research, expert opinions, utility/functional value, market value and in some cases all or some of the above. The definitions listed above are meant to aid in the understanding of this estimate only. For further information on RSVP, ACV and depreciation, please contact your claim representative.*

Physical mail you submit: *American Family Insurance appreciates your assistance in the handling of your claim. Any documentation you submit will be scanned and electronically retained in your claim file. Please include the claim number on the items submitted. The original documentation will be destroyed after 30 days. If you would like your documents returned, please indicate this on the documents and provide the address to which you would like the documents returned.*

E-mail: *My goal is to provide outstanding customer service. If you choose to use e-mail to communicate with me regarding your claim, please be sure to include your name and claim number on the subject line. Please forward any e-mail correspondence regarding your claim to the e-mail address listed below. Thank you for being our Customer.*

ASCHENBACH__EUGENE_F

Main Level

Basement

Height: 7'

959.00 SF Walls | 1,029.06 SF Ceiling | 1,988.06 SF Walls & Ceiling
1,029.06 SF Floor | 114.34 SY Flooring | 137.00 LF Floor Perimeter
137.00 LF Ceil. Perimeter

Description	Qty	Unit Price	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
1. Contents - move out then reset - Extra large room	1.00 EA	$154.49	$0.00	$154.49	-$0.00 (10/0yr)	$154.49
2. Replace Washing machine - Remove & reset	1.00 EA	$31.04	$0.00	$31.04	-$0.00 (10/0yr)	$31.04
3. Replace Dryer - Remove & reset	1.00 EA	$27.95	$0.00	$27.95	-$0.00	$27.95
4. Mask wall - plastic, paper, tape (per LF)	137.00 LF	$0.90	$1.73	$125.03	-$8.34 (10/150yr)	$116.69
5. Seal/prime then paint the walls (2 coats)	959.00 SF	$0.65	$7.91	$631.26	-$420.84 (10/15yr)	$210.42
6. Replace Floor preparation for resilient flooring	1,029.06 SF	$0.50	$5.66	$520.19	-$104.04 (10/50yr)	$416.15
7. Replace Vinyl tile	1,029.06 SF	$3.34	$125.08	$3,562.14	-$712.43 (10/50yr)	$2,849.71
8. Replace Furnace Repair	1.00 EA	$2,083.00	$0.00	$2,083.00	-$0.00	$2,083.00
Estimate provided by Werner Heating - Repair only; no depreciation						
9. Replace Water Heater	1.00 EA	$850.00	$0.00	$850.00	-$0.00	$850.00
Invoice provided by Sheboygan Plumbing - Already replaced so no depreciation applicable						
10. Furnace Duct Cleaning	1.00 EA	$525.00	$0.00	$525.00	-$0.00	$525.00
Estimate provided by Werner Heating						
11. Final cleaning - construction - Residential	1,029.06 SF	$0.19	$10.75	$206.27	-$0.00	$206.27

Basement continued...

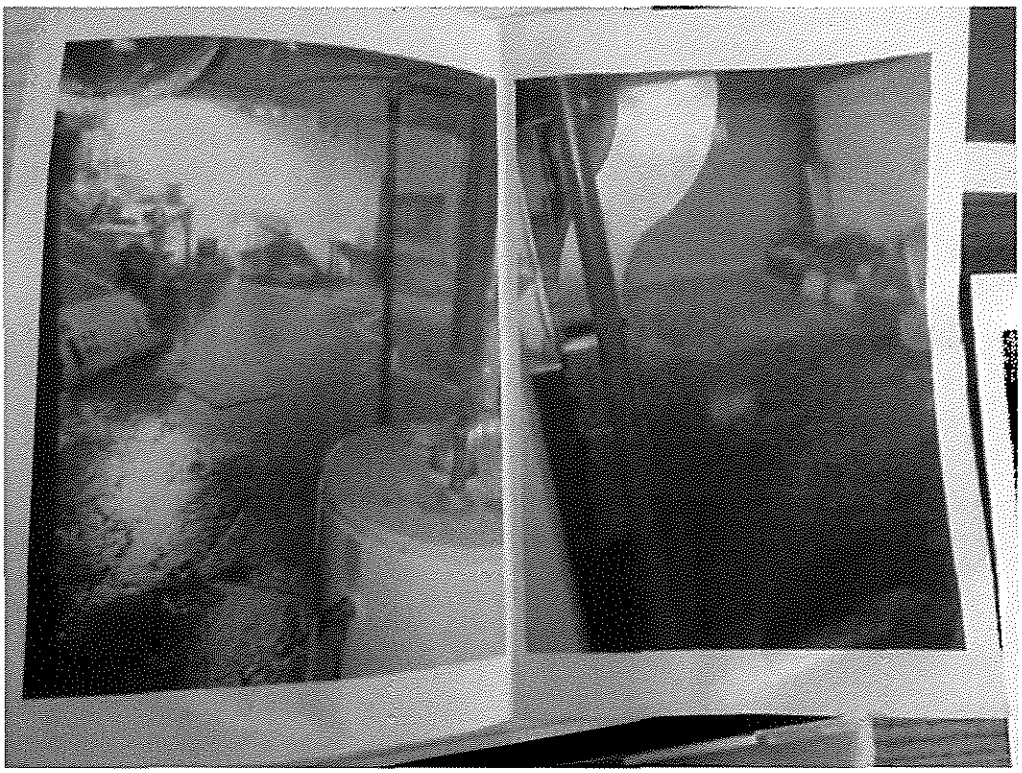
Description	Qty	Unit Price	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
12. Dumpster load - Approx. 12 yards, 1-3 tons of debris						
	1.00 EA	$340.00	$0.00	$340.00	-$0.00	$340.00
Totals			**$151.13**	**$9,056.37**	**-$1,245.65**	**$7,810.72**

	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
Estimate Totals	**$151.13**	**$9,056.37**	**-$1,245.65**	**$7,810.72**

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



1-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018



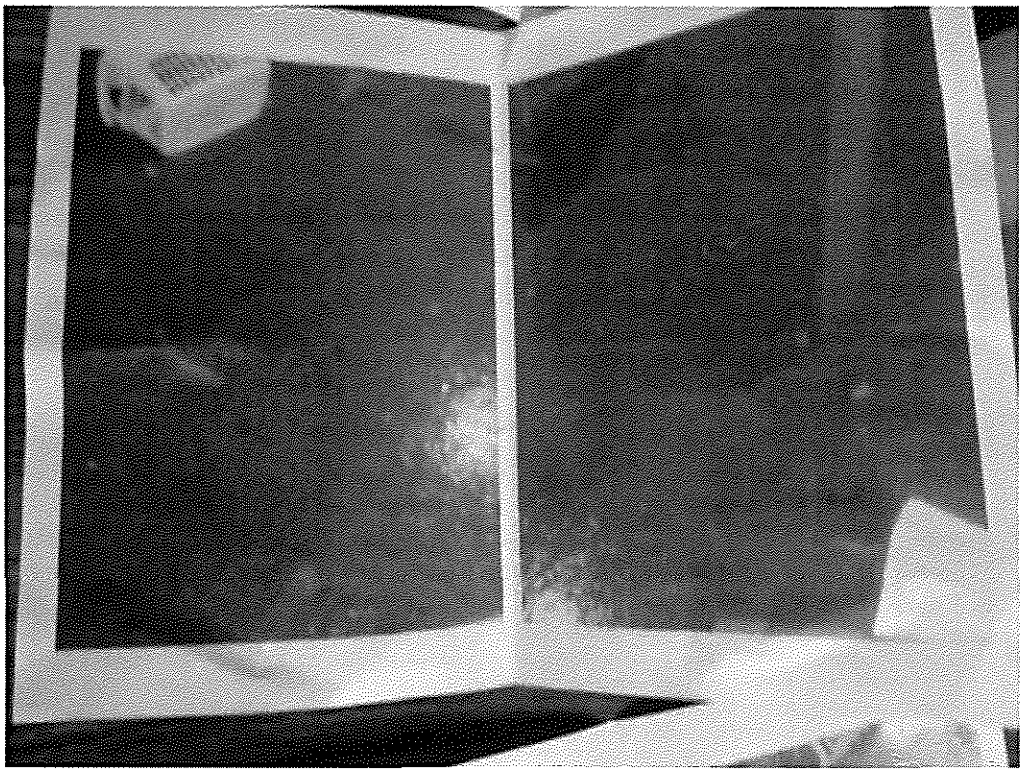
2-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

Photo Sheet

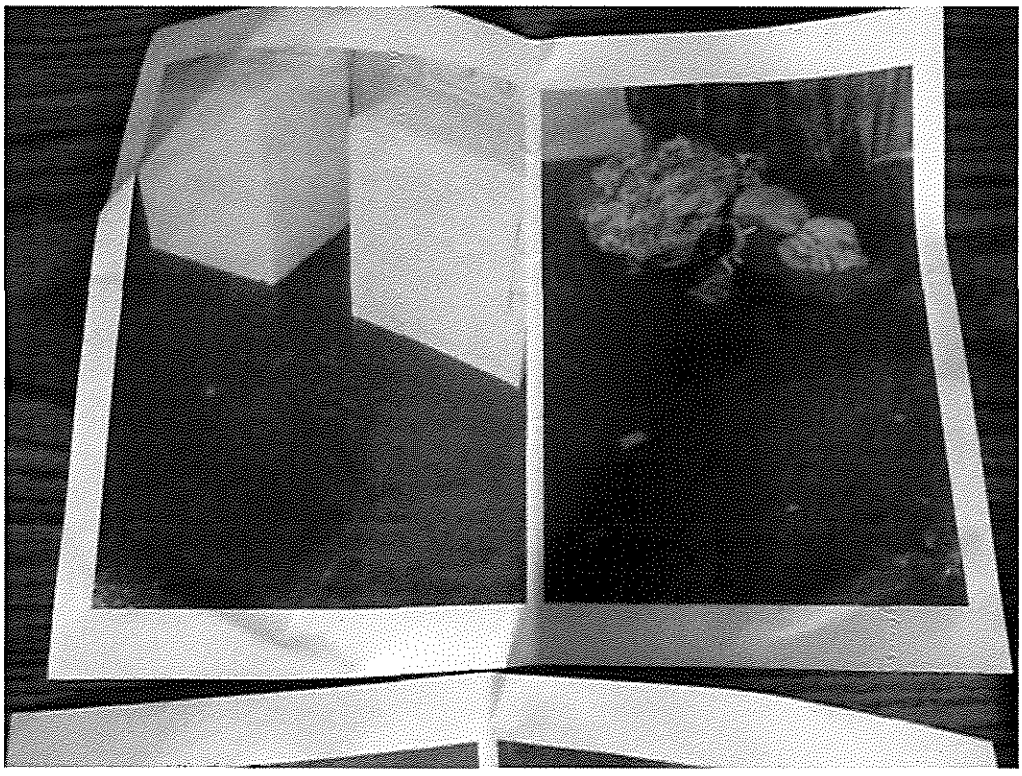
American Family Insurance Group
Claim Scanning Center
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Madison, WI 53783-0001
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3-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018



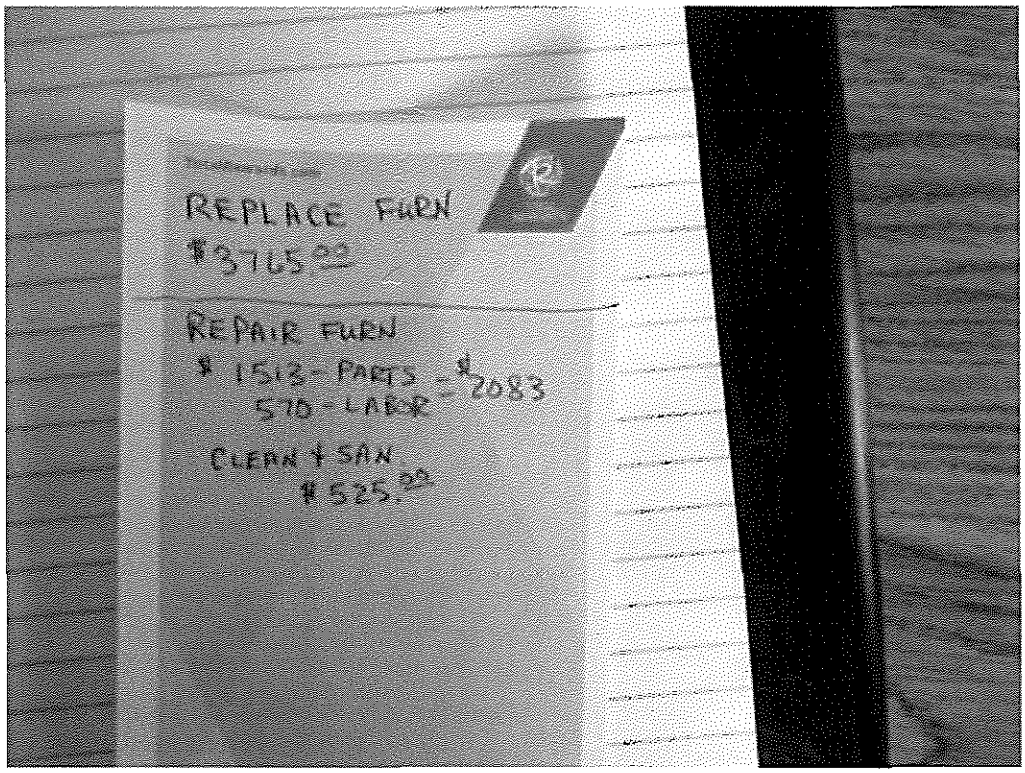
4-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

Photo Sheet

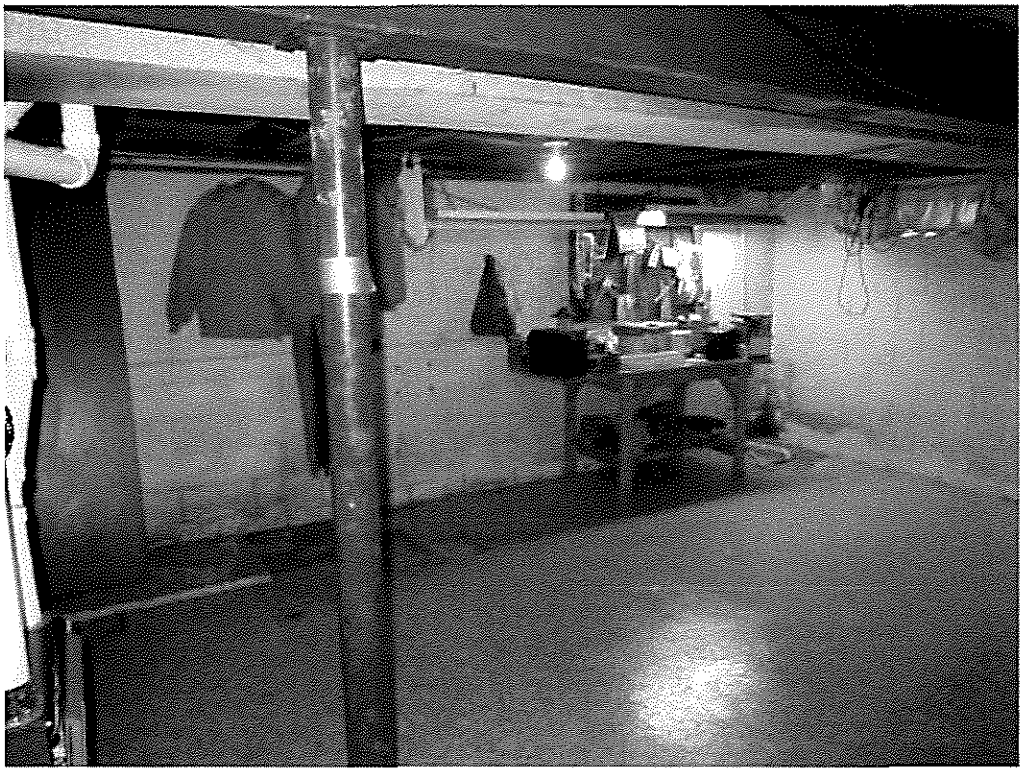
American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



5-Estimate for furnace repair and replacement

Date Taken: 2/6/2018



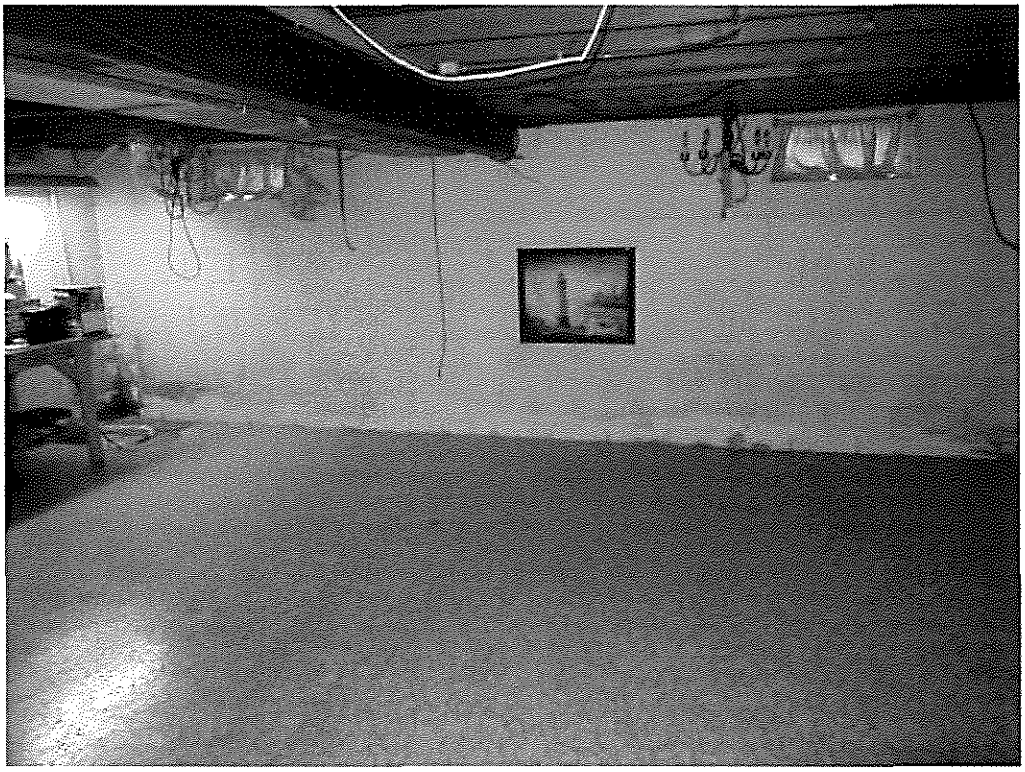
6-Basement overview (1)

Date Taken: 2/6/2018

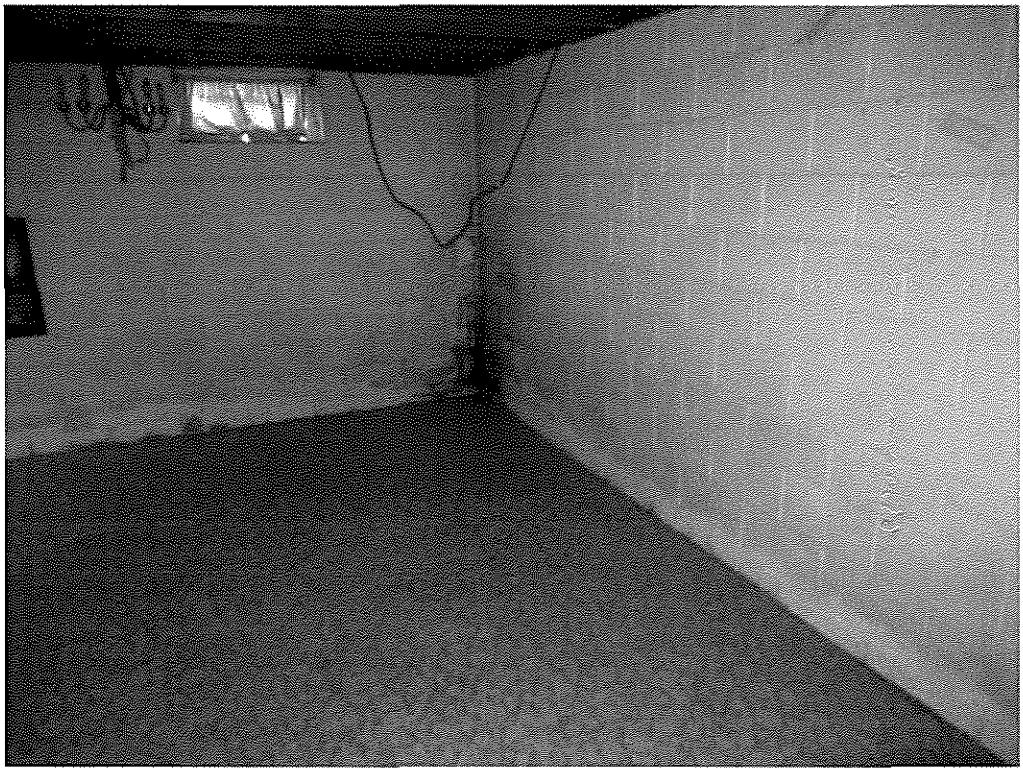
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



7-Basement overview (2)
Date Taken: 2/6/2018



8-Basement overview (3)
Date Taken: 2/6/2018

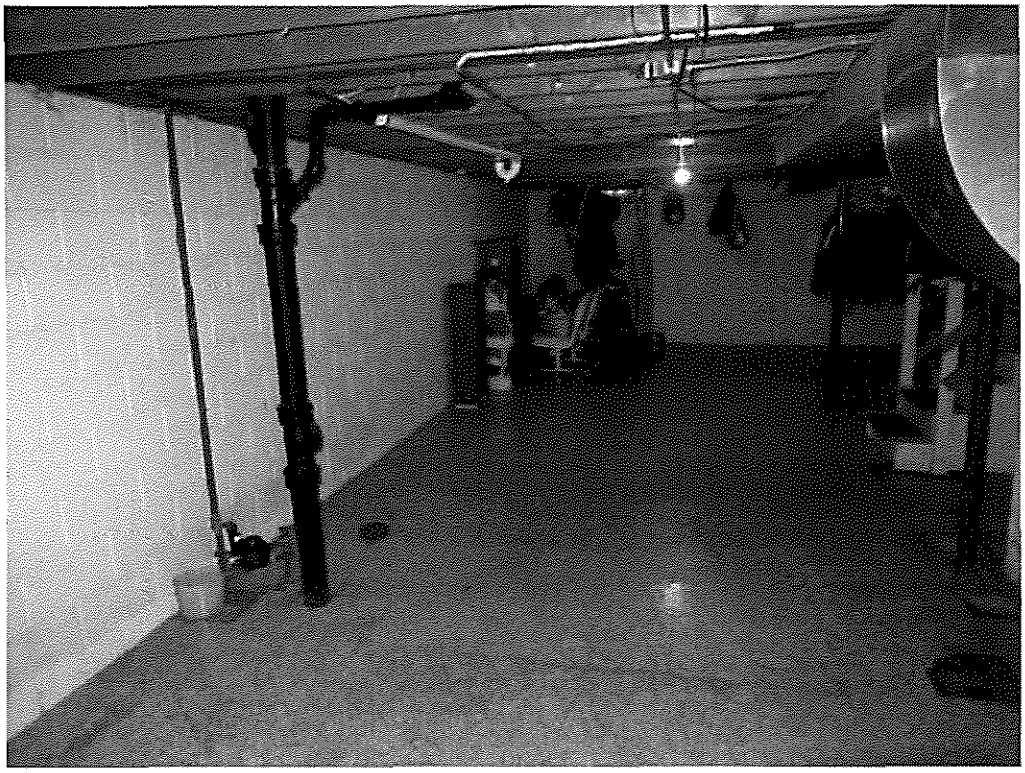
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
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Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



9-Basement overview (4)
Date Taken: 2/6/2018

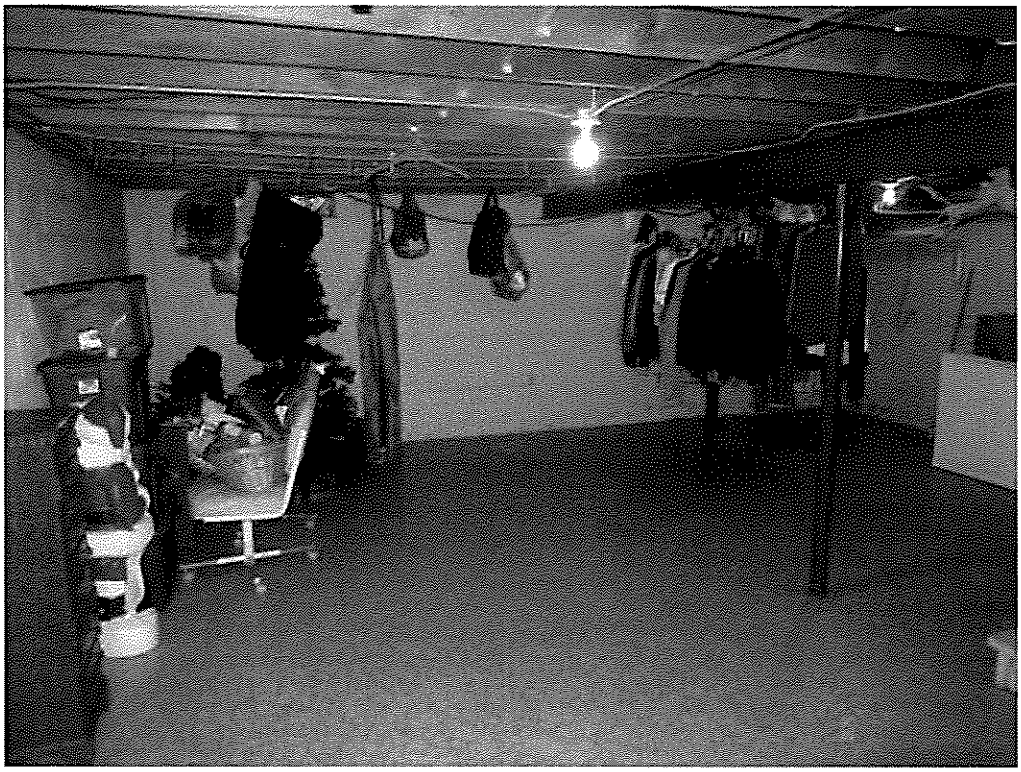


10-Basement overview (5)
Date Taken: 2/6/2018

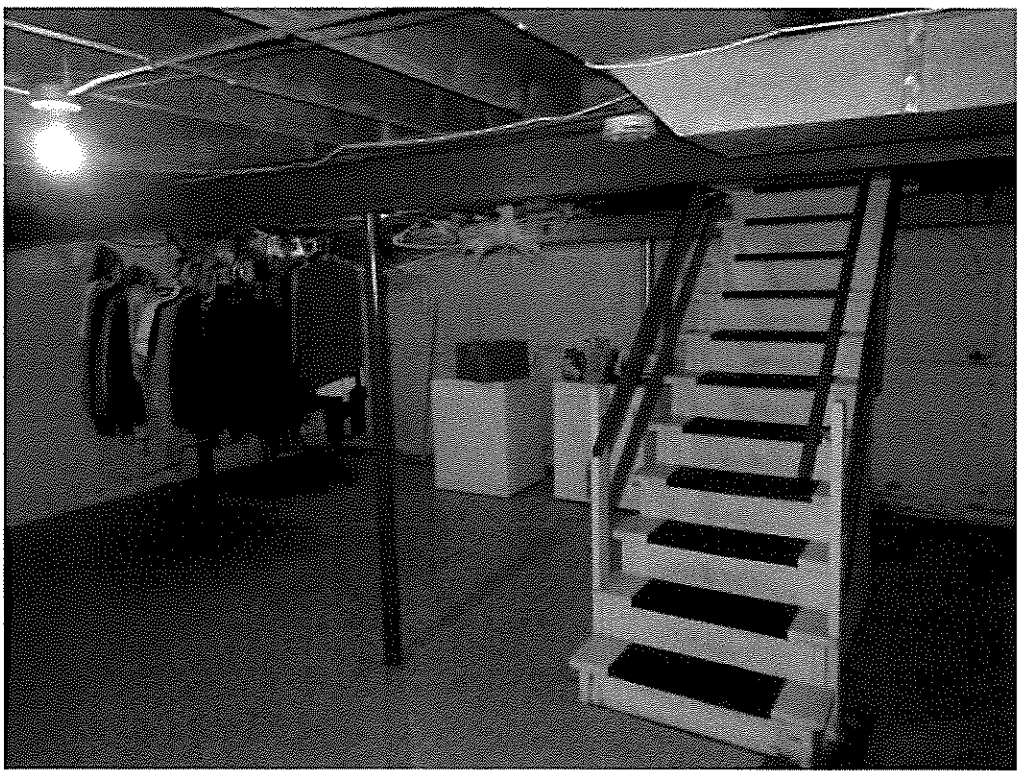
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



11-Basement overview (6)
Date Taken: 2/6/2018



12-Basement overview (7)
Date Taken: 2/6/2018

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



13-Basement overview (8)
Date Taken: 2/6/2018



14-Basement overview (9)
Date Taken: 2/6/2018

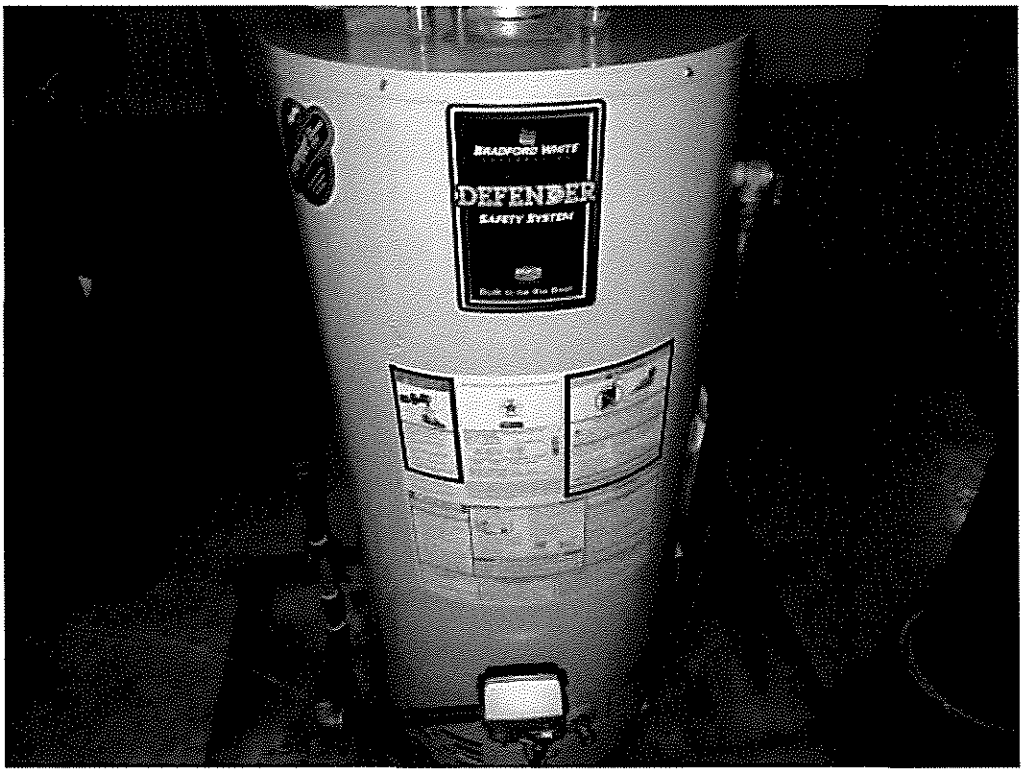
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



15-Furnace overview
Date Taken: 2/6/2018

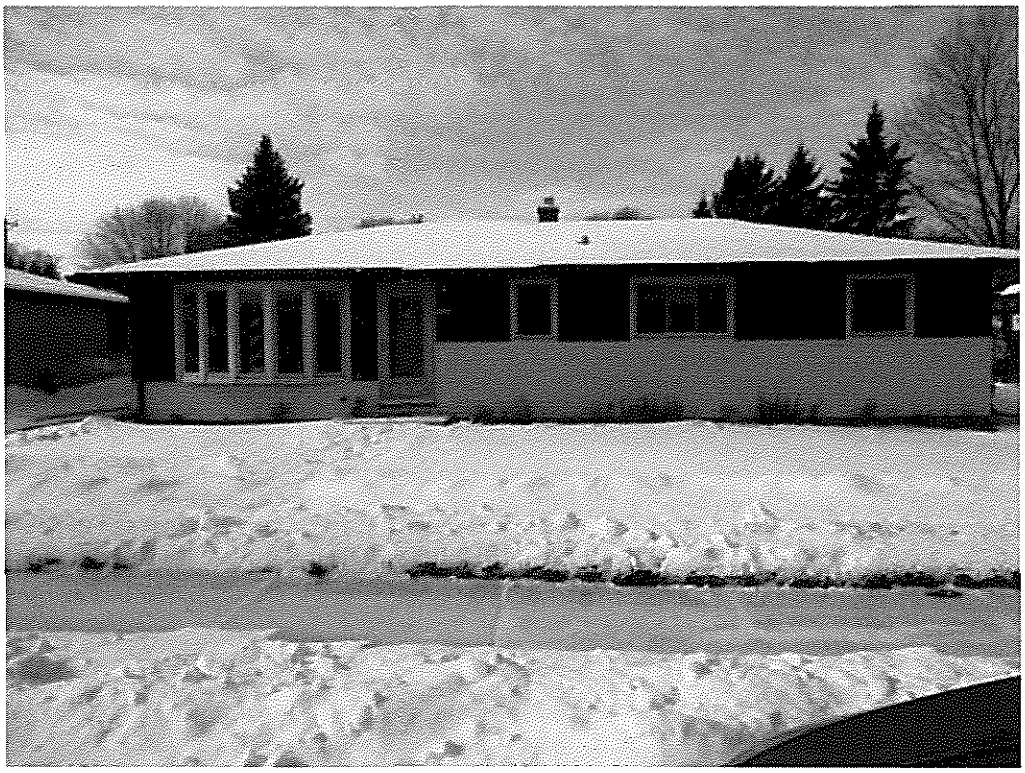


16-New water heater
Date Taken: 2/6/2018

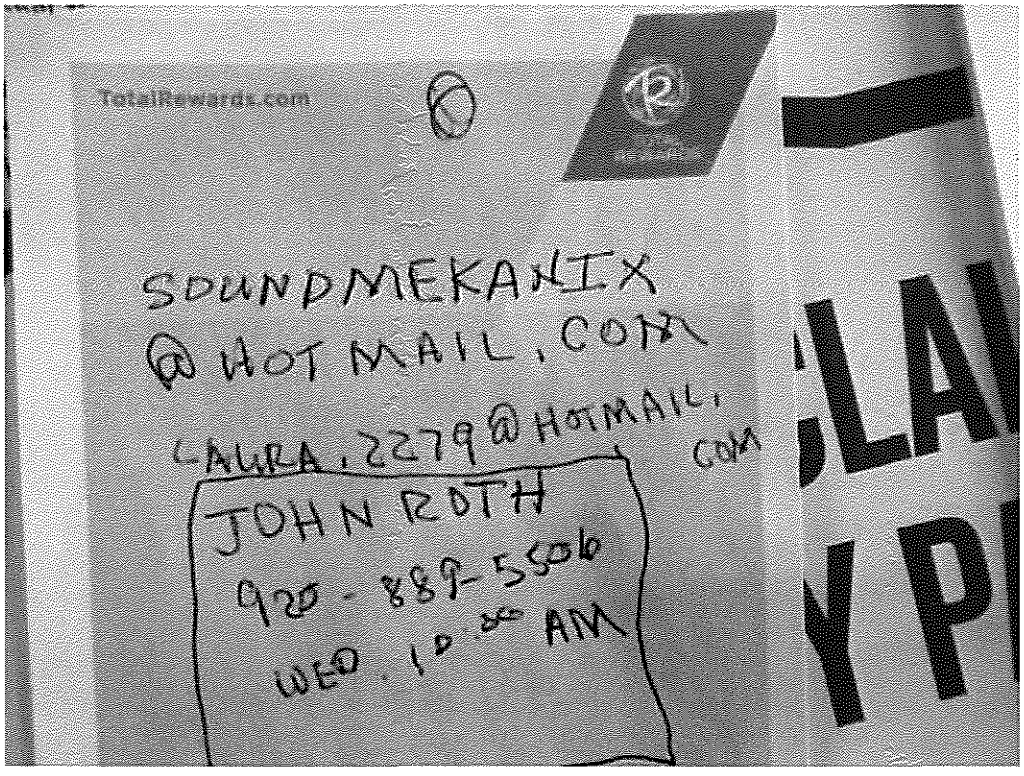
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



17-Front elevaiton
Date Taken: 2/6/2018



18-Email address for insured
Date Taken: 2/6/2018

VI

5.21

R. C. No. 296 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 291-17-18 by City Clerk submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance Personnel 2018-2019

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 291 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup.

Finance Personnel
Finance + personnel
2 nov Council

CITY CLERK

DATE RECEIVED 2-5-18 RECEIVED BY MD

CLAIM NO. 28-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 5 '18 PM 4:19

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: Eric Strouf
2. Home address of Claimant: 1306 N 28th St. Sheboygan, WI 53081
3. Home phone number: 920-946-8975
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 2/3/18 8:00 am
6. Where did damage or injury occur? (give full description) Basement laundry/storage Room
7. How did damage or injury occur? (give full description) Water and sewage was coming up through basement floor drain.
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: N/A
   (b) Claimant's statement of basis for such liability: N/A

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, Property damage to basement floors, walls, and storage.

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

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

Auto:	$
Property:	$ 2500
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 2500

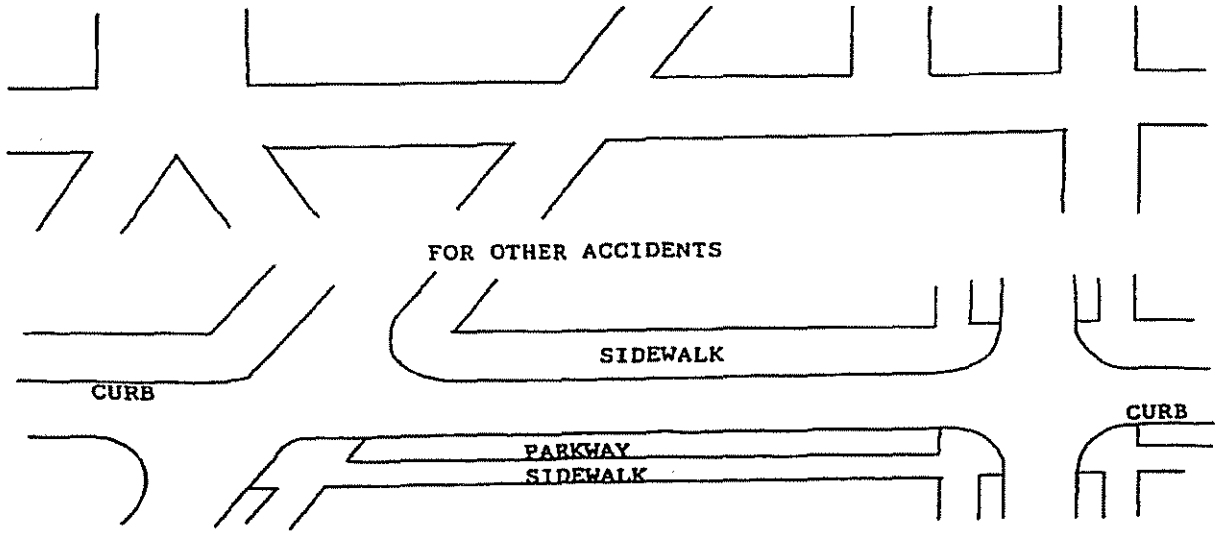
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: N/A

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

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



SIGNATURE OF CLAIMANT [signature] DATE 2/5/18

DATE RECEIVED 2-5-18 RECEIVED BY MD

CLAIM NO. 28-17

CLAIM

Claimant's Name:	Eric Strauf	Auto	$
Claimant's Address:	1306 N 28th St.	Property	$ 2500
	Sheboygan, WI 53081	Personal Injury	$
Claimant's Phone No.	920-946-8975	Other (Specify below)	$
		TOTAL	$ 2500

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 $ 2500.

SIGNED Eric Strauf DATE: 2/5/18

ADDRESS: 1306 N 28th St Sheboygan WI 53081

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

Harrison's Cleanup & Restoration

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

Client:	Eric Strouf	Home:	(920) 946-8975
Property:	1306 N 28th St Sheboygan, WI 53081		
Operator Info:			
Operator:	MICHAEL		
Estimator:	Michael Coyle	Business:	(262) 305-5889
Company:	Harrison's Cleanup & Restoration	E-mail:	mike@harrisonsrestoration.com
Business:	3475 County Road I Saukville, WI 53080		

Type of Estimate:	Backup of Sewer or Drain		
Date Entered:	2/5/2018	Date Assigned:	2/3/2018
Date Est. Completed:	2/5/2018	Date Job Completed:	2/5/2018

Price List:	WIMW7X_JAN18
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	2018-02-05-1438

Claim #	Type of Loss	Deductible
	DRAIN BCK	0.00

Base Service Charges - This charge is added to each labor category to help ensure that the unit piece will cover the expenses for all jobs with include travel, supplies, planning, and mobilization of each contractor.

PLEASE NOTE - In order to accurately invoice for remediation portion, final invoice will be completed on actual time and material needed to complete repair. Included amounts are allowances only. Amount may vary, based upon final determined scope of work for cleaning after demolition.

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

CONTINUED - Services

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Content Manipulation charge - per hour - after hours	0.50 HR	0.00	59.35	29.68
Totals: Services				1,294.18
Total: Main Level				2,083.52
Line Item Totals: 2018-02-05-1438				**2,083.52**

Grand Total Areas:

431.74	SF Walls	181.04	SF Ceiling	612.78	SF Walls and Ceiling
181.04	SF Floor	20.12	SY Flooring	53.97	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	53.97	LF Ceil. Perimeter
181.04	Floor Area	199.48	Total Area	431.74	Interior Wall Area
509.70	Exterior Wall Area	56.63	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Harrison's Cleanup & Restoration
3475 County Road J
Saukville WI, 53080

Summary

Line Item Total			2,083.52
Services Mat'l Tax	@	5.600%	7.55
Subtotal			2,091.07
Service Sales Tax	@	5.600%	115.44
Replacement Cost Value			**$2,206.51**
Net Claim			**$2,206.51**

Michael Coyle

Erie Insurance®

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • (814) 870.2000
Toll Free 1.800.458.0811 • Fax (814) 870•3126 • www.erieinsurance.com

Claim#28-17

MAY 3'18 AM11:30

April 30, 2018

** CERTIFIED MAIL **
The City Of Sheboygan
City Hall - ATTN: Laurie Claim# 28-17
828 Center Ave.
Sheboygan, WI 53081

Re: ERIE Claim # A00000872392
ERIE Insured: Eric Strouf
Loss Date: 02/03/18
Amount of Loss: $2,443.89

Dear Laurie:

We have settled the claim for damage to our insured's property as a result of the above loss. Under the terms of our policy, we now have the right of recovery. Our investigation indicates that water backed up through the floor drain of our insured's basement, causing damage to their home at 1306 N 28th Street in Sheboygan, WI. Our insured was provided with the above claim#, but was not advised if the City would be accepting responsibility for the damage.

On the enclosed form, please list the name and address of your insurance company, your policy number, and the name of your agent. Please return the form in the enclosed self-addressed stamped envelope and report this directly to your insurance carrier, so that we can make direct contact with them.

If you are uninsured, it is urgent that you contact me at the phone number below to discuss restitution for this loss. If we do not hear from you, we will file suit, which may result in additional costs for you.

Sincerely,

Jennifer Martin
Sr Subrogation Specialist
844-695-2406

/JMM SC01
Enclosures:
Envelope
C-123 Form
cc: Eric Strouf
WW1003: Brandl-Tedeschi Insurance Services
File

Erie Insurance®

VERIFICATION OF INSURANCE

CLAIM NUMBER A0000872392

NAME	HOME PHONE	WORK PHONE

ADDRESS	CITY	STATE	ZIP

IF YOU ARE INSURED - COMPLETE THIS SECTION

YOUR INSURANCE COMPANY	POLICY NUMBER/CLAIM NUMBER

ADDRESS	CITY	STATE	ZIP

YOUR AGENT'S NAME	PHONE

ADDRESS	CITY	STATE	ZIP

YOUR SIGNATURE DATE

L.S.

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

IF YOU ARE NOT INSURED - COMPLETE THIS SECTION

I WISH TO MAKE A TOTAL SETTLEMENT (SAVE INTEREST CHARGES). ☐ YES ☐ NO

I WISH TO MAKE A SETTLEMENT ON THE INSTALLMENT BASIS. ☐ YES ☐ NO

DRIVER'S LICENSE NUMBER	STATE	BIRTH DATE

SOCIAL SECURITY NUMBER	

EMPLOYER

ADDRESS	CITY	STATE	ZIP

YOUR SIGNATURE DATE

L.S.

PLEASE RETURN COMPLETED FORM IN THE ENCLOSED ENVELOPE

C123PA 5/17

Erie Insurance
100 ERIE INSURANCE PLACE
A00000872392-MARTIN
ERIE PA 16530-0001

US POSTAGE AND FEES PAID
FIRST-CLASS
Apr 30 2018
Mailed from ZIP 16530
1 oz First-Class Mail Letter

endicia.com

071S00777793

USPS CERTIFIED MAIL

9407 1108 9876 5010 5095 41

The City of Sheboygan
828 CENTER AVE
CITY HALL - ATTN LAURIE CLAIM 28-17
SHEBOYGAN WI 53081-4442

VI

5.29

R. C. No. 304 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 316-17-18 by City Clerk submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer back-up; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

James A. Bohl
Tim

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

5.7

R. O. No. 316 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer back-up.

Finance
Personnel
Finance personnel
& new council

CITY CLERK

DATE RECEIVED 03-05-18 RECEIVED BY JW

CLAIM NO. 37-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 5 '18 PM 2:36

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: EUGENE F. ASCHENBACH
2. Home address of Claimant: 1404 N. 27TH STREET
3. Home phone number: (920) 452-4826
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Saturday, Feb. 3rd - 1:45pm
6. Where did damage or injury occur? (give full description) Basement
7. How did damage or injury occur? (give full description) Sewer back up caused by city when trying to flush pipes
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: DPW (no employee name)

   (b) Claimant's statement of the basis of such liability: Work being completed on city sewer system. Work not completed properly causing damage to my property.

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").

Furnace & water heater destroyed. Personal property needing to be disposed of. Cleanup of sewage sludge. Replacement of tile flooring & painting of walls

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

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

Auto:	$_____
Property:	$ 10,000
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$_____

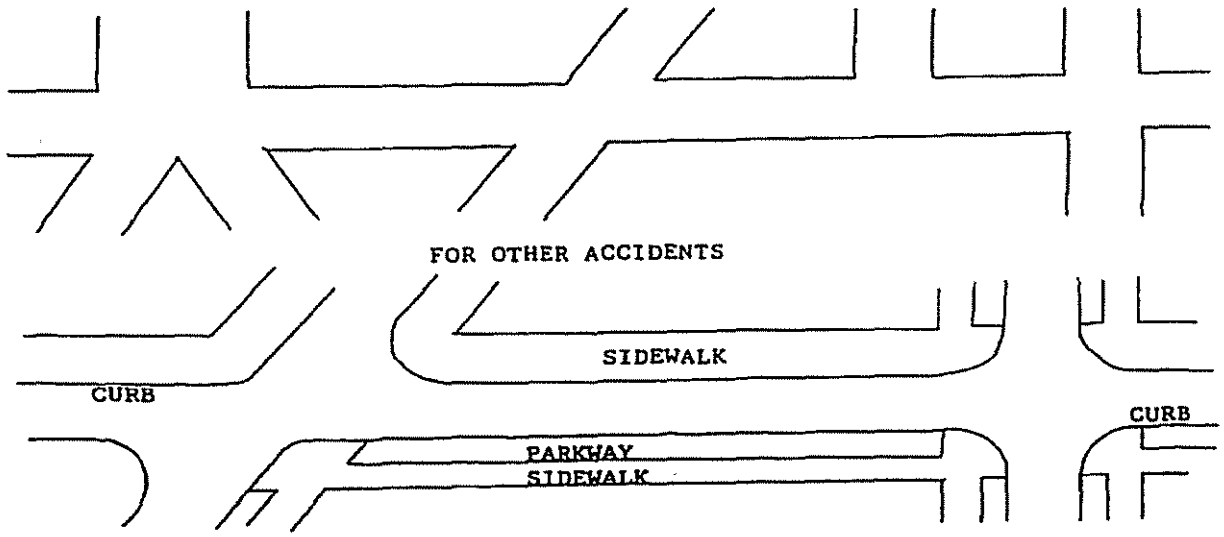
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED 03-05-18 RECEIVED BY JW

CLAIM NO. 37-17

CLAIM

Claimant's Name:	EUGENE F. ASCHENBACH	Auto	$
Claimant's Address:	1404 N. 27TH STREET	Property	$ 10,000
	SHEBOYGAN, WI.	Personal Injury	$
Claimant's Phone No.	(920) 452-4826	Other (Specify below)	$
		TOTAL	$ 10,000

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 $ 10,000.

SIGNED Eugene F. Aschenbach DATE: 02/04/2018

ADDRESS: 1404 N. 27TH STREET SHEBOYGAN, WI 53081

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

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

Insured:	Aschenbach, Eugene	Home:	(920) 452-4826
Property:	1404 n 27th st Sheboygan, WI 53081		
Home:	1404 n 27th st Sheboygan, WI 53081		
Claim Rep.:	Matt Schliewe	Business:	(262) 644-5374
Business:	5860 St. Lawrence Ln Hartford, WI 53027		
Estimator:	Matt Schliewe	Business:	(262) 644-5374
Business:	5860 St. Lawrence Ln Hartford, WI 53027		

Claim Number: 00835092242 **Policy Number:** **Type of Loss:** Sewer Back Up/Sump Pump Overflow

Date Contacted:	2/3/2018 1:18 PM		
Date of Loss:	2/3/2018 1:00 AM	Date Received:	2/3/2018 12:42 PM
Date Inspected:	2/3/2018 3:52 PM	Date Entered:	2/7/2018 2:49 PM
Date Est. Completed:	2/28/2018 9:27 AM		

Price List:	WIAP8X_FEB18 Restoration/Service/Remodel
Estimate:	ASCHENBACH__EUGENE

Mitigation Bill

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

ASCHENBACH__EUGENE

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Equipment setup, take down, and monitoring (hourly charge)	6.00 HR @	45.06 =	270.36
12 Yard Dumpster	1.00 EA @	440.00 =	440.00

Basement **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Plumbers bill to suck out the sludge	1.00 EA @	992.00 =	992.00
Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA @	114.72 =	344.16
Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA @	73.13 =	219.39
Air mover (per 24 hour period) - No monitoring	24.00 EA @	25.36 =	608.64
Water extraction from hard surface floor - Cat 3 water	1,030.92 SF @	0.69 =	711.33
Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	1,030.92 SF @	1.81 =	1,865.97
Clean the floor	1,030.92 SF @	0.25 =	257.73
Apply anti-microbial agent to the floor	1,030.92 SF @	0.22 =	226.80
Contents - move out then reset - Extra large room	1.00 EA @	154.49 =	154.49

Grand Total Areas:

1,393.65	SF Walls	1,066.17	SF Ceiling	2,459.82	SF Walls and Ceiling
1,095.79	SF Floor	121.75	SY Flooring	165.74	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	160.67	LF Ceil. Perimeter
1,095.79	Floor Area	1,121.39	Total Area	1,097.33	Interior Wall Area
1,258.50	Exterior Wall Area	139.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

Summary for Dwelling

Line Item Total	6,090.87
Material Sales Tax	3.97
Services Mat'l Tax	2.27
Subtotal	6,097.11
Service Sales Tax	199.81
Replacement Cost Value	**$6,296.92**
Net Claim	**$6,296.92**

Matt Schliewe

Professional HEATING & COOLING Services
3907 Hwy 42 North
Sheboygan, WI 53083

PHONE 458-6260
FAX 458-0222
EMAIL info@proheatcool.com
WEB proheatcool.com

Invoice

DATE	Invoice #
2/16/2018	52687

BILL TO

Eugene & Sharon Aschenbach
1404 N 27th St.
Sheboygan, WI 53083

SERVICE ADDRESS

Thank You Sheboygan County for Voting us
BEST Heating & Air Conditioning Contractor
10-Years in a row

TERMS: .
On Receipt

Qty	Description	Rate	Amount
1	LABOR	570.00	570.00
1	REPLACE ECM Blower Motor, 24 volt transformer, and Control Board	1,512.47	1,512.47
	WI Tax	5.50%	0.00

PAID

Balance: $2,082.47

HOMEOWNER WARRANTY: As of 1/1/2009 you're Furnace, Air Conditioner, Coil and/or Heat Pump Manufacture supplies a 5-year limited parts warranty. You may entend your warranty with an additional 5-year limited parts warranty if you register your equipment online within 60-days of your install date. This offer does not apply to rental properties. Please read your homeowners manual for complete instructions and make a copy for your records. Failure to maintain your equipment per manufacturer requirements will void warranty.

IF PAYING BY CREDIT CARD, FILL OUT BELOW:

CARD NUMBER _____/_____/_____/_____	AMOUNT PAID: $_____	PLEASE (X) ONE: VISA____ MASTERCARD ____ DISCOVERCARD ____
AUTHORIZED SIGNATURE: _____	EXPIRATION DATE: _____/_____	
3-Digit Customer Code on Back of Card: ____ ____ ____	CHECK # AMT. ENCLOSED: $_____	

"LIKE" us on FACEBOOK!

Sonntag Plumbing, Inc

2015 N. 18th Street
Sheboygan, WI 53081
Telephone 920-457-9571
Fax 920-457-9581

Invoice

Date	Invoice #
2/23/2018	16918

Bill To
Eugene Aschenbach 1404 N 27th St. Sheboygan, WI 53081

P.O. No.	Terms	Project	
	Net 30		DT TT

Description	Qty	Rate	Amount
02-05-18 Installed new water heater.			
W.H. RG240S6N SA40765389	1	585.44	585.44
3" Vent Pipe	1.5	3.02	4.53
3/4" C. F. Adptr.	2	4.64	9.28
3/4" C. Coup.	2	1.515	3.03
3/4" C. Pipe	1	3.02	3.02
1/2" x 2 1/2" Blk Nipple	1	1.08	1.08
1/2" Blk Coup.	1	0.96	0.96
Plumber Services	2.25	92.00	207.00

Subtotal	$814.34
Sales Tax (5.5%)	$0.00
Total	$814.34
Payments/Credits	$0.00
Balance Due	$814.34

1.5% per month finance charge on accounts over 30 days. Annual percentage rate 18%.

EUGENE F. ASCHENBACH
SHARON K. ASCHENBACH
1404 N. 27TH ST.
SHEBOYGAN, WI 53081-3123

12-2/750

5829

Date Mar. 2, 2018

PAY TO THE ORDER OF Sonntag Plumbing $ 814.34

Eight Hundred Fourteen and 34/100s Dollars

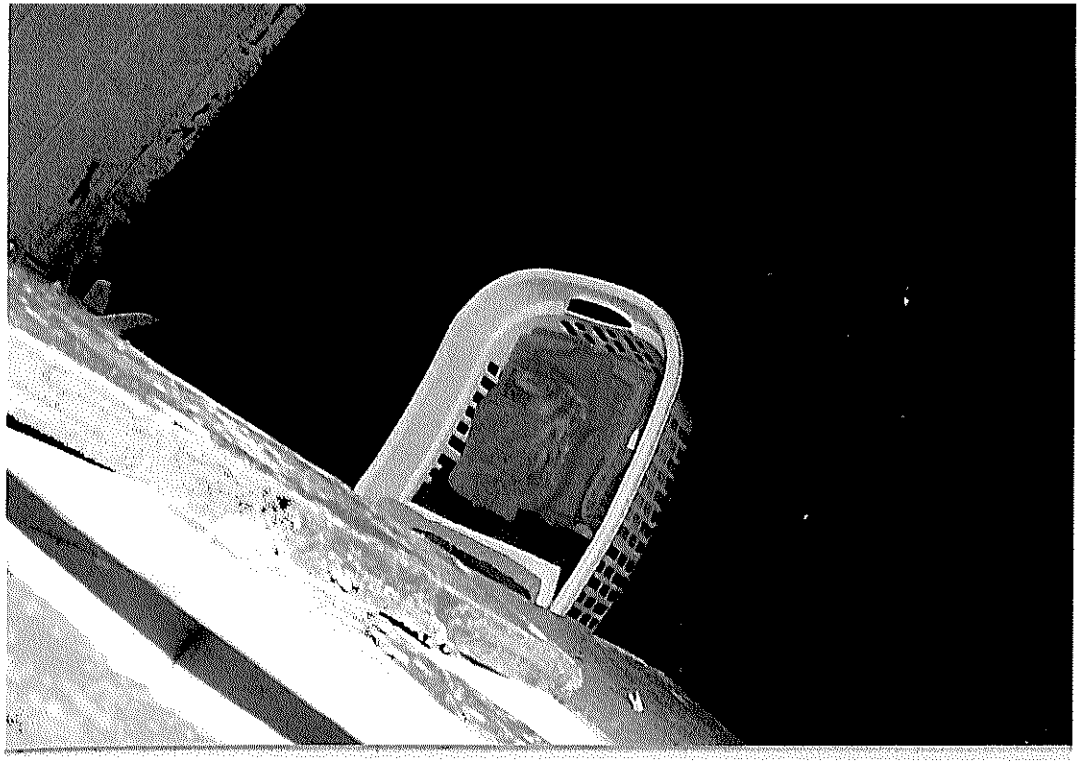
Security Features Included. Details on Back

usbank.

Memo

Eugene F. Aschenbach MP

⑈075000022⑈ 528132810⑈05829

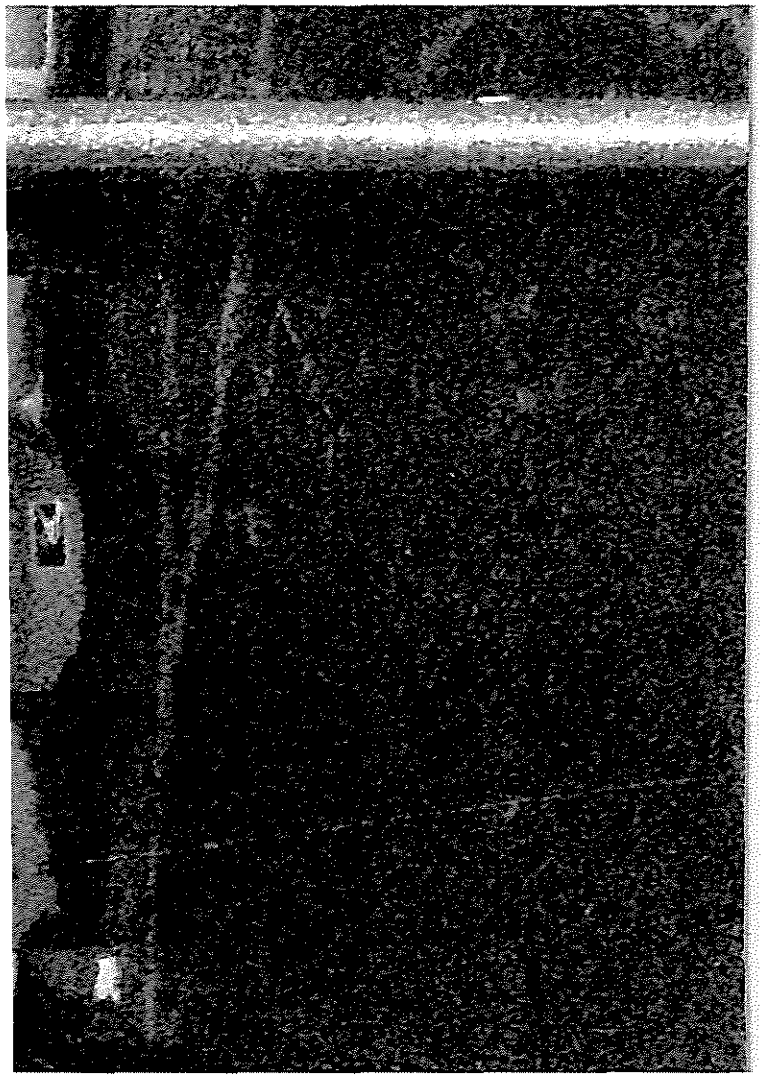


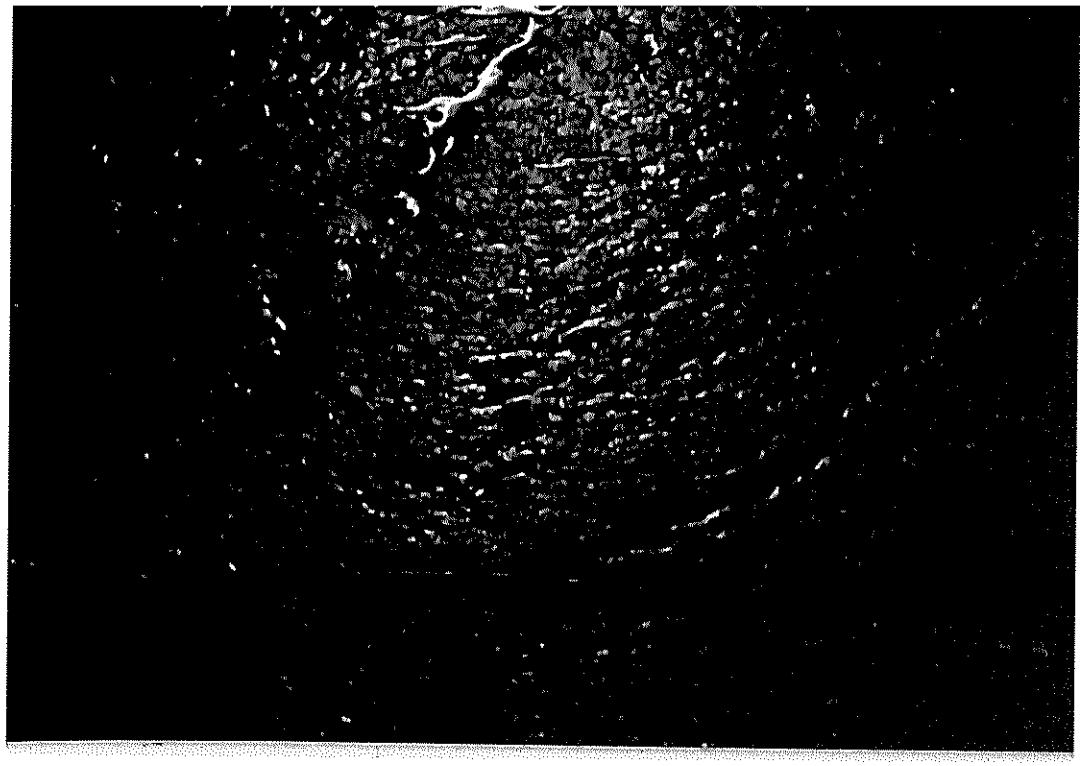


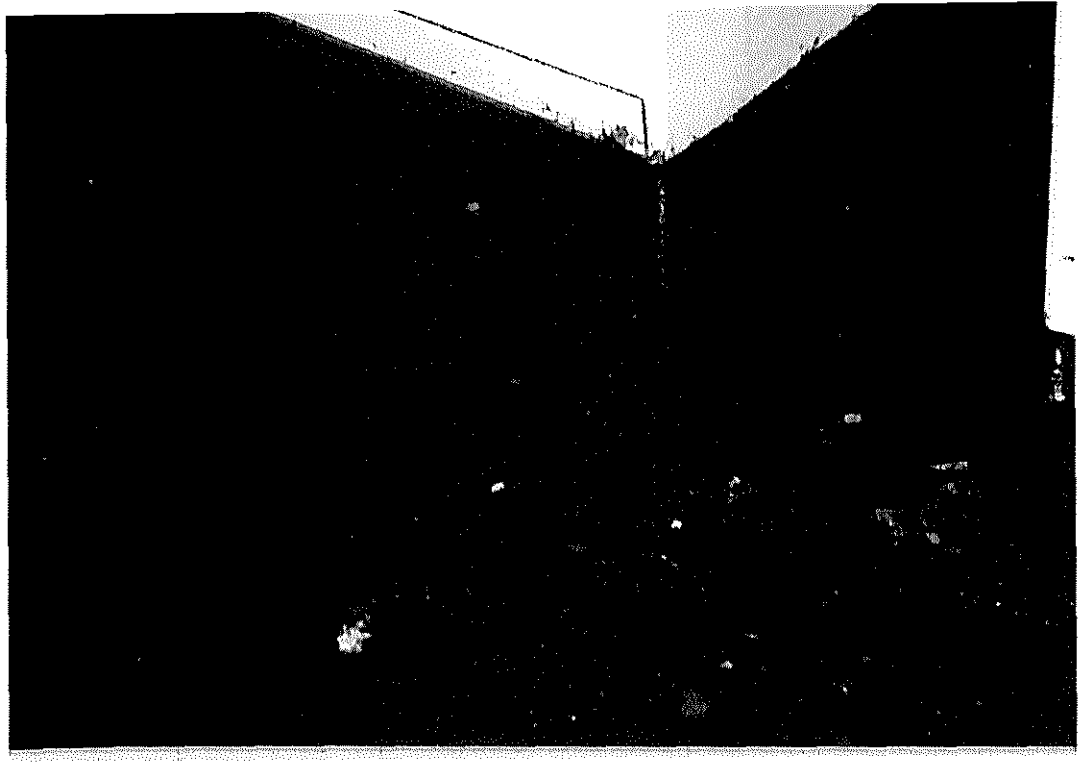


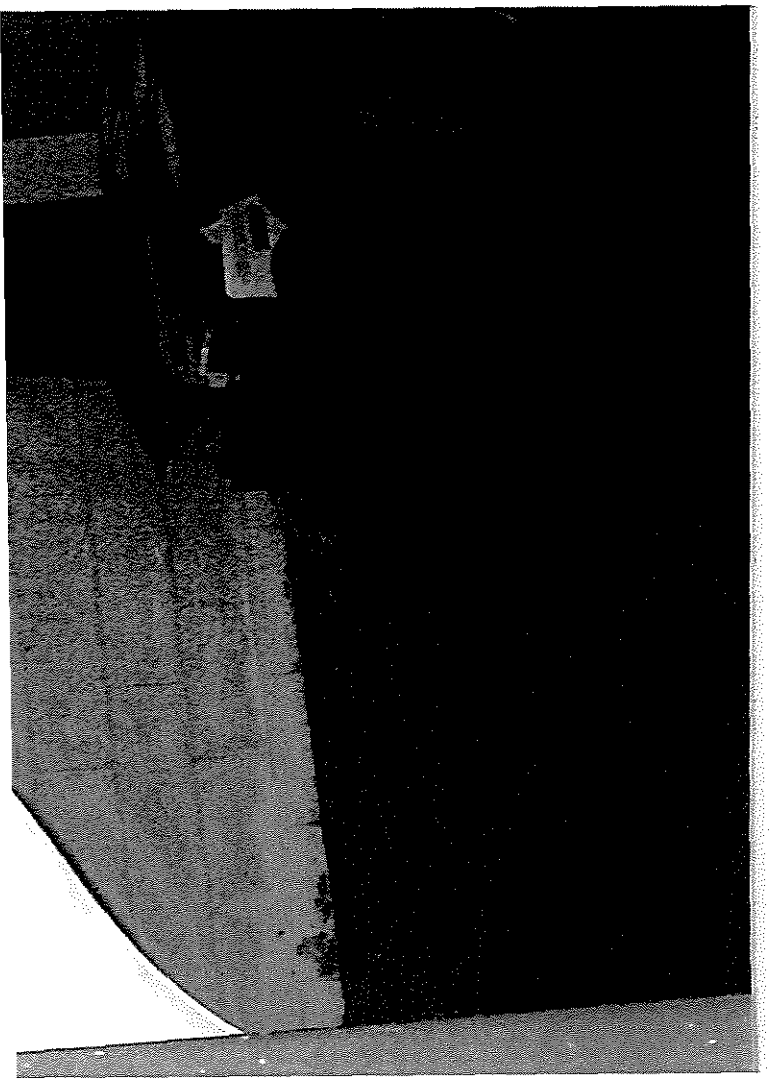






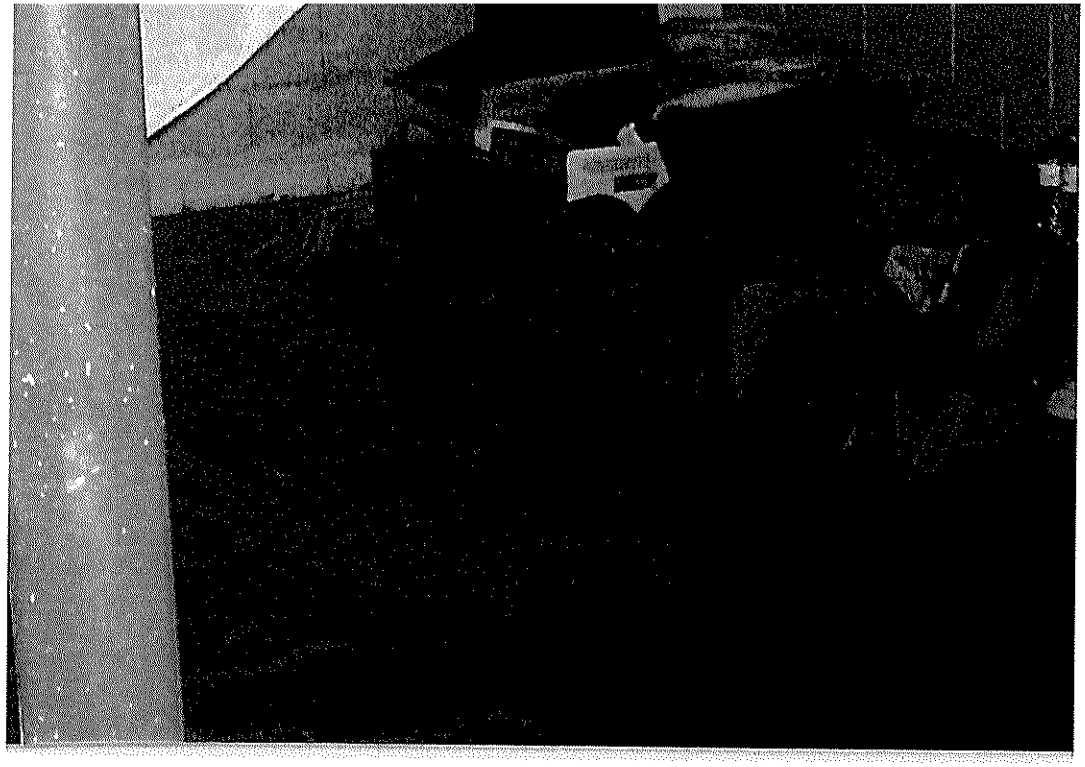


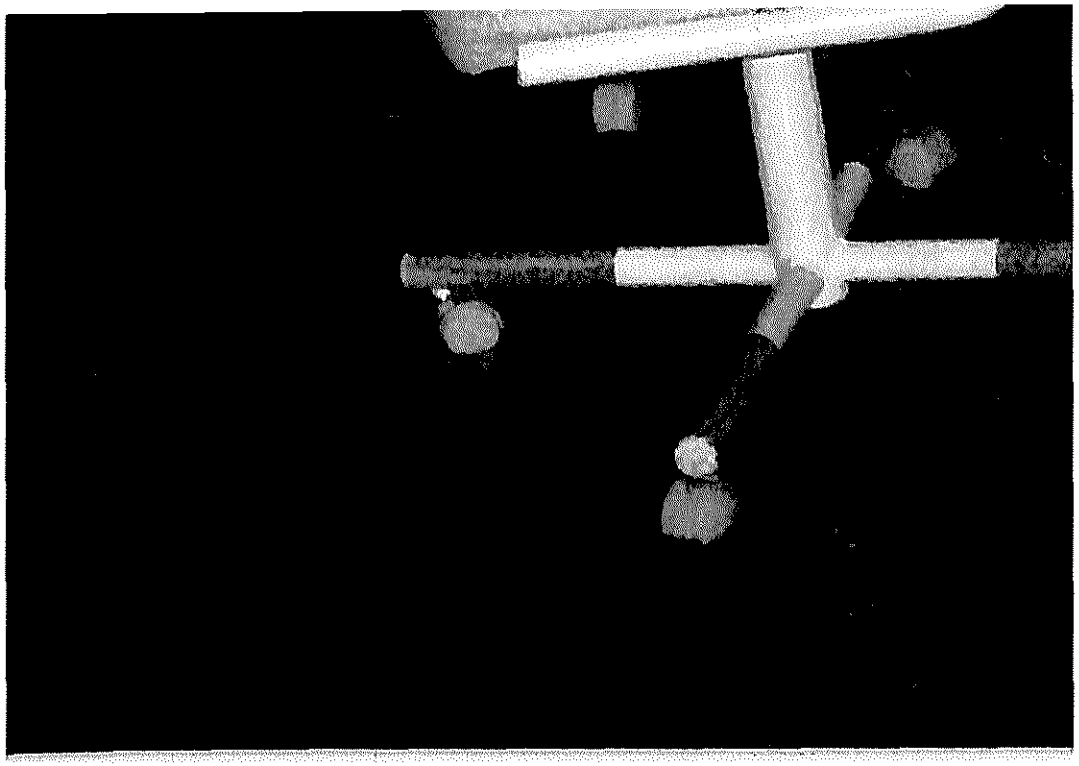














II

3.2

R. O. No. 329 - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a claim from Karla Haack regarding alleged damages to the basement of a side-by-side duplex (1332/1334 North 27th Street) due to a sewer back-up.

Finance + Personnel
New Council

CITY CLERK

MAR 26 '18 PM12:48

DATE RECEIVED 3-26-18 RECEIVED BY MTC

CLAIM NO. 42-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Karla Haack
2. Home address of Claimant: 318 N Mountin Dr., Mayville WI 53050
3. Home phone number: 507-213-8727
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Sewer Back-up, Saturday Feb 3, 20 2:00 pm CST
6. Where did damage or injury occur? (give full description) 1332/1334 N. 27th St > Basements of side by Sheboygan, WI 53081 side duplex. Issued along the venting street
7. How did damage or injury occur? (give full description) The city sewer backed upon N. 27th St Sheb. into residents basements left drain in renter's lateral. Sewer back-up was caused by nursing home resident's ~~pulling~~ flushing stuff down sewers that they weren't supposed to.
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: Nursing home residents caused issue this was documented by Brandon Munich on the Public Water & Sewage Dept. The City had been working on the line. all that work due th issues.

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").

Plumber needed to run the sewer machine in the tenants basements to open the drain

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

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

Auto:	$_____
Property:	$ $268.80 (Plumber bill tenants and the clean-up of the basement.
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$_____

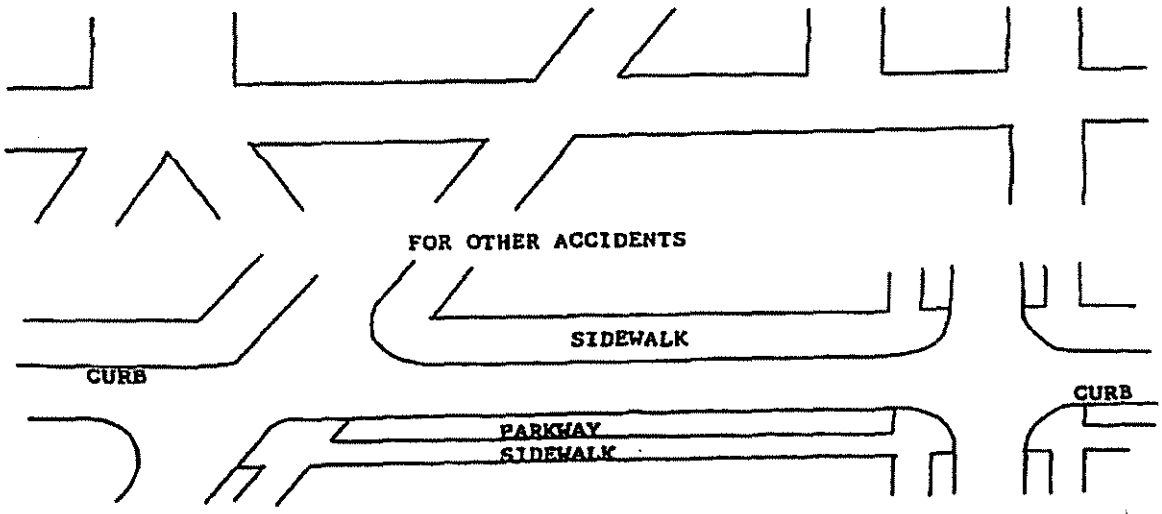
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Karla Haack DATE 3/29/18

MAR 26 '18 PM12:48

DATE RECEIVED 3-26-18 RECEIVED BY MKC

CLAIM NO. 42-17

CLAIM

Claimant's Name:	Karla Haack	Auto	$
Claimant's Address:	318 N. Mountin Dr	Property	$ 268.80
	Mayville, WI 53050	Personal Injury	$
Claimant's Phone No.	507-213-8727	Other (Specify below)	$
		TOTAL	$ 268.80

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 $ 268.80 **.**

Tenant's name is Kristin Schneider (920) 912-2400
to document the mess
Sewer workers documented the cause of the back-up. Multiple people along the street needed to call plumbers Emergency Call Line for Public Water can document my calls on Saturday Feb 3, 2018

SIGNED Karla Haack DATE: 3/29/18

ADDRESS: 318 N. Mountin Dr
Mayville, WI 53050

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

Aldag/Honold Mechanical, Inc.

www.aldaghonold.com
3509 S. Business Dr.; P O Box 1265
Sheboygan, WI 53082-1265
Phone: (920) 458-5558 Fax: (920) 458-3750

Invoice

Invoice Number: 193422
Invoice Date: 2/15/2018
Page: 1 of 1

Bill To: 508463
KARLA HAACK
318 N MOUNTAIN DR
MAYVILLE, WI 53050

Service 013803
Location: KARLA HAACK
1332 N 27TH ST
SHEBOYGAN, WI 53081

Work Order ID	Complete Date	PO Number	Terms	Called In By
193422	02 /03/2018		NET 30-1.5%/MONTH	

Description of Work

After hours sewer stoppage

The city sewer had backed up on N 27th ST causing sewage backup in residents basements. This also left debris in renters lateral. Ran the sewer machine through the cleanout to open the drain.

Qty	Item ID	Description	Unit Price	Amount
Equipment				
1		SEWER MACHINE	25.00	25.00
			SubTotal	25.00
Parts				
1.00		4" OATEY GRIPPER PLUG	17.61	17.61
			SubTotal	17.61
	I29S	Labor	141.45	212.18
			SubTotal	212.18

ALDAG HONOLD
3509 S BUSINESS DR
SHEBOYGAN, WI 53081
2-26-2018 13:40:21
CREDIT CARD
AMEX SALE

ard #:	XXXXXXXXXXX1003
EQ #:	1
atch #:	789
NVOICE	1
pproval Code:	262316
ntry Method:	Manual
ode:	Online
vs Code:	YYY
ard Code:	M

SALE AMOUNT $268.80

CUSTOMER COPY

Auth # 2316
2/26/18 268.80

Meredith DeBruin
920-459-3364
Brandon Munich

Invoice Subtotal	**254.79**
Sales Tax	**14.01**
Invoice Total	**268.80**
Payment Received	**0.00**
Balance Due	**$268.80**

II

4.5

R. O. No. 11 - 18 - 19. By CITY CLERK. May 7, 2018.

Submitting a claim from Erie Insurance for recovery of loss for alleged damages to their insured home at 1410 North 17th Street due to a sewer back-up.

Finance Personnel

CITY CLERK

Claim # 01-18

Erie Insurance®

APR 17'18 AM10:12

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • (814) 870.2000
Toll Free 1.800.458.0811 • Fax (814) 870•3126 • www.erieinsurance.com

April 13, 2018

** CERTIFIED MAIL **
The City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081-4714

Re: ERIE Claim # A00000766833
ERIE Insured: Robert Sheraski
Loss Date: 02/03/18
Amount of Loss: $5,292.37

To Whom It May Concern:

We have settled the claim for damage to our insured's property as a result of the above loss. Under the terms of our policy, we now have the right of recovery. On the above-captioned date of loss, sewage backed up into our insured's home, located at 1410 N 27th Street in Sheboygan, WI. Our investigation indicates the City was outside of the home, with manhole covers removed, doing work on the date of the loss.

The above-captioned amount of loss includes Erie's payment of the policy limit ($5,250.00), as well as our insured's out-of-pocket loss ($42.37).

On the enclosed form, please list the name and address of your insurance company, your policy number, and the name of your agent. Please return the form in the enclosed self-addressed stamped envelope and report this directly to your insurance carrier, so that we can make direct contact with them.

If you are uninsured, it is urgent that you contact me at the phone number below to discuss restitution for this loss. If we do not hear from you, we will file suit, which may result in additional costs for you.

Sincerely,

Jennifer Martin
Sr Subrogation Specialist
844-695-2406

/JMM SC01
Enclosures:
Proofs
Envelope
C-123 Form
cc: Robert Sheraski
WW1003: Brandl-Tedeschi Insurance Services
File

Erie Insurance
100 Erie Insurance Pl.
Erie, PA 16530

Description	Quantity	Unit Price	Per	RC	Depreciation	ACV
ESTIMATE: Structure (Erie - 099)	Claim #A00000766833, ROBERT SHERASKI and PAMELA SHERASKI					
FLOORPLAN: Floorplan						
Basement						
Length: 22'7" **Width:** 44'4" **Height:** 8' Flat						
Walls: 1,070.68 SF **Walls-subs:** 1,070.68 SF **Walls-subs-cas-bsbd:** 1,031.64 SF						
Doors: 0.00 SF **Windows:** 0.00 SF **Openings:** 0.00 SF **Missing Walls:** 0.00 SF						
Floor: 1,001.19 SF **Ceiling:** 1,001.19 SF **Perim (F):** 133.82 LF **Perim (C):** 133.82 LF						
1 Bid Item, Mitigation- Midwest Restoration	1	$3,546.83	EA	$3,546.83	$0.00	$3,546.83
2 Valuation of damaged Contents	1	$4,151.24	EA	$4,151.24	$2,405.70	$1,745.54
RCV of $4151.24. ACV of $2405.70						
Basement - Subtotal *(2 items)*				**$7,698.07**	**$2,405.70**	**$5,292.37**
Floorplan - Subtotal *(2 items)*				**$7,698.07**	**$2,405.70**	**$5,292.37**

Erie Insurance
100 Erie Insurance Pl.
Erie, PA 16530

ESTIMATE: Structure (Erie - 099) Claim #A00000766833, ROBERT SHERASKI and PAMELA SHERASKI

Total Materials:	$4,151.24
Total Labor:	$3,546.83
Subtotal:	**$7,698.07**
Replacement Cost Value:	**$7,698.07**
Replacement Cost on Coverage Sewer or Drain Backup:	$7,698.07
Less Non-Recoverable Depreciation (includes taxes):	$(2,405.70)
Net ACV on Coverage Sewer or Drain Backup:	**$5,292.37**
Amount Payable on Coverage Sewer or Drain Backup:	**$5,250.00**
Amount over Coverage Limit ($5,250.00):	*$42.37*
Net Estimate:	**$5,250.00**
Net Estimate if Depreciation Is Recovered:	**$5,250.00**

Notice: This is a repair estimate only. Should any additional repairs be required beyond what has been agreed upon, these repairs need to be reviewed by the claims handler prior to the commencement of these repairs. Erie Insurance does not recommend contractors or vendors and you are under no obligation to use any contractor or vendor that Erie Insurance may have suggested or used on the Erie's behalf. No contractor or vendor is affiliated with Erie Insurance and we do not warrant their work. Please contact Wayne Sovinski @ 262-442-2678 with any questions or concerns, prior to start of repairs outside of this estimate.

Finalization

Midwest Restoration

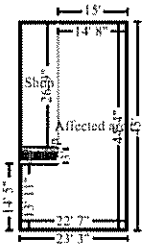
Client:	Pam Sherashi	Home:	(920) 980-7291
Property:	1410 N 27th St. Sheboygan, WI 53081		
Operator:	RAY		
Estimator:	Ray C. Leopold	Business:	(920) 878-0114
Position:	Project Manager	E-mail:	Ray@mwrestoration.com
Company:	Midwest Restoration		
Business:	2230 Bohm Dr. Little Chute, WI 54140-0000		
Type of Estimate:	Backup of Sewer or Drain		
Date Entered:	2/14/2018	Date Assigned:	2/3/2018
Price List:	WIAP8X_JAN2018		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	PAM_SHERASHI_MIT		
File Number:	03718		

PAM_SHERASHI_MIT

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	257.51	0.00	257.51
2. Haul debris - per pickup truck load - including dump fees	1.00 EA	127.19	0.00	0.00	127.19
3. Equip. setup, take down & monitoring - after hrs	2.00 HR	0.00	77.86	7.79	163.51
4. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	51.82	5.18	108.82
5. Add for personal protective equipment - Heavy duty	2.00 EA	0.00	21.17	4.05	46.39
Total: Main Level				17.02	703.42



Affected area **Height: 8'**

827.33 SF Walls	760.40 SF Ceiling
1,587.73 SF Walls & Ceiling	760.40 SF Floor
84.49 SY Flooring	103.42 LF Floor Perimeter
103.42 LF Ceil. Perimeter	

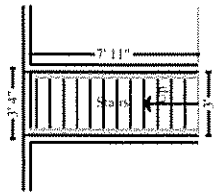
Missing Wall **26' 9" X 8'** **Opens into SHOP**

Missing Wall **3' X 8'** **Opens into STAIRS**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	760.40 SF	0.00	1.27	48.29	1,014.00
7. Content Manipulation charge - per hour - after hours	6.00 HR	0.00	65.18	0.00	391.08
2 techs 3 hours each					
8. Clean floor - Heavy	760.40 SF	0.00	0.46	17.89	367.67
9. Hazardous Waste/Mold Cleaning Technician - after hours	3.00 HR	0.00	117.52	17.63	370.19
Labor to remove affected materials					
10. Apply plant-based anti-microbial agent to the floor - after hrs	760.40 SF	0.00	0.36	15.28	289.02
11. Air mover axial fan (per 24 hour period) - No monitoring	6.00 EA	0.00	34.25	10.28	215.78
6 axials for 1 day					
12. Dehumidifier (per 24 hour period) - XLarge - No monitoring	1.00 EA	0.00	131.93	6.60	138.53

CONTINUED - Affected area

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1 dehu for 1 day					
Totals: Affected area				115.97	2,786.27



Stairs **Height: 16' 9"**

198.40 SF Walls	23.75 SF Ceiling
222.15 SF Walls & Ceiling	52.61 SF Floor
5.85 SY Flooring	22.22 LF Floor Perimeter
15.83 LF Ceil. Perimeter	

Missing Wall **3' X 16' 8 15/16"** **Opens into AFFECTED_ARE**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Floor protection - cloth - skid resistant, breathable	52.61 SF	1.06	0.00	1.37	57.14
Totals: Stairs				1.37	57.14
Total: Main Level				**134.36**	**3,546.83**
Line Item Totals: PAM_SHERASHI_MIT				**134.36**	**3,546.83**

Grand Total Areas:

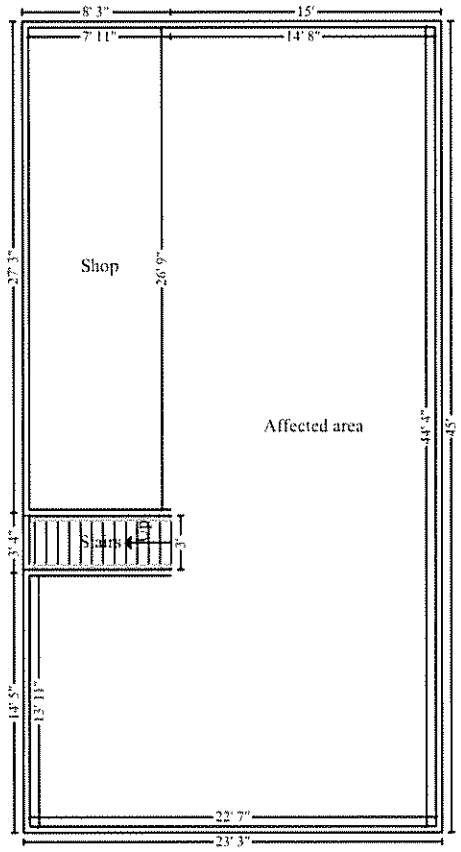
1,366.40 SF Walls	995.92 SF Ceiling	2,362.32 SF Walls and Ceiling
1,024.78 SF Floor	113.86 SY Flooring	168.22 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	161.83 LF Ceil. Perimeter
1,024.78 Floor Area	1,046.25 Total Area	1,041.33 Interior Wall Area
1,198.50 Exterior Wall Area	133.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total	3,412.47
Material Sales Tax	1.37
Services Mat'l Tax	3.74
Subtotal	3,417.58
Service Sales Tax	129.25
Replacement Cost Value	**$3,546.83**
Net Claim	**$3,546.83**

Ray C. Leopold
Project Manager

Main Level



N

Main Level

Claim Summary

Insured: Robert & Pam Sheraski **Claim#:**A00000766833

Loss Date:2/3/2018

Policy #:

1. Full Amount of Contents Insurance applicable to the property for which the claim is presented is	$0.00
2. Cost to Repair or Replace Contents	$4,151.24
3. Depreciation Amount	$2,405.70
4. Actual Cash Value (line 2 less line 3)	$1,745.54
5. Less Amount Over Limits	$1,745.54
6. Covered Loss at Actual Cash Value	$0.00

Refer to Category Limits Summary for lines 2, 3, 4, 5 and 6 details.

7. Pending Net Loss Amount	$0.00

Property Details

Insured: Robert & Pam Sheraski **Claim#:** A00000766833

Loss Date: 2/3/2018

Policy #:

Item	Qty Orig/ Repl	Item Description Original/Like Kind Quality/Source*/Limit/Notes	Age Yrs/Mos	Settlement Action	Repl Cost Each	Repl Cost Total	Dep%	Dep Amt Total	ACV Total
1	1/1	(PHOTO2 IMG_2986,PHOTO3 IMG_3003) WARM MIST FILTER FREE HUMIDIFIER HOLMES HM5305/ Holmes Small Room Filter Free Warm Mist Humidifier / Blain's Farm & Fleet	5/0	Depreciate	26.24	26.24	49.97 %	13.11	13.13
2	1/1	(PHOTO2 IMG_2998) 12 CUP PROGRAM WITH HOT WATER SYSTEM COFFEE MAKER CUISINART CHW-12/ Cuisinart 1017320726 Cuisinart Coffee Plus 12-Cup Programmable Coffee Maker with Hot Water System CHW-12/ Bed Bath & Beyond	3/0	Depreciate	104.99	104.99	30.01 %	31.50	73.49
3	1/1	(PHOTO3 IMG_3006) PORTABLE FOR PET USE AND CAR CLEANING HAND VACUUM SHARK/ Shark SV66 Shark Cordless Pet Perfect" Hand Vac SV66/ JCPenney	10/0	Depreciate	41.99	41.99	75.00 %	31.49	10.50
4	1/1	SOLID WOOD RECTANGLE SHELF ON BOTTOM COFFEE TABLE SAUNDERS/ Sauder 414444 Sauder Carson Forge Lift-Top Coffee Table, Multiple Finishes/ Walmart	37/7	Depreciate	124.48	124.48	75.00 %	93.36	31.12
5	1/1	FANCY SPINDLES NO ARMS SIDE CHAIR VINTAGE DINING ROCKPORT/ vintage rockport maple dining chairs (6 @ $150/$25 each)/ eBay	67/7	Depreciate	26.25	26.25	0.00 %	0.00	26.25
6	2/2	(PHOTO2 IMG_2997) EXTRA LARGE SIZE NYLON MESH SIDE POCKETS INTERIOR HELMET POUCH 36 X 13 X 17 IN GEAR BAG COLDWAVE 107-0810/ Coldwave Apparel Deluxe Gera Bag 107-0810/ OZpowersports	20/0	Depreciate	89.20	178.40	75.00 %	133.80	44.60
7	1/1	(PHOTO3 IMG_3019) BLACK WITH PURPLE LETTERS RECTANGLE WITH SIDE ZIP POUCH SPORTS BAG YAMAHA/ Yamaha Duffle Travel Bag by OGIO® / yamaha	15/0	Depreciate	73.49	73.49	74.99 %	55.11	18.38
8	1/1	(PHOTO1 IMG_2970) (FURNITURE GROUP $65) 20 X 48 IN RECTANGLE CARD TABLE COSCO/ Cosco 14341ANT1E \Cosco 20\\ x 48\\ Vinyl Top Folding Table, Antique Linen/ Walmart	6/0	Depreciate	33.59	33.59	42.01 %	14.11	19.48
9	1/1	(PHOTO1 IMG_2970,IMG_2974) (FURNITURE GROUP $65) SQUARE CARD TABLE COSCO/ Cosco 14616WOZ1E \COSCO 34\\ Square Textured Wood Grain Resin Top Folding Table, Multiple Colors/ Walmart	6/0	Depreciate	32.30	32.30	42.02 %	13.57	18.73
10	1/1	(PHOTO3 IMG_3004,IMG_3007) 3 FT X 24 X 10 IN APPROX 4 SHELF SOLID WOOD BOOK SHELF R-WAY/ International Concepts Unfinished Open Bookcase/ Home Depot	47/7	Depreciate	100.66	100.66	75.00 %	75.49	25.17
11	1/1	(PHOTO3 IMG_3018) (FURNITURE GROUP $115) 9 WOOD SQUARES IN A SQUARE BOX/ 9-Cube Organizer Shelf 13" - Threshold™ / Target	9/0	Depreciate	83.99	83.99	63.00 %	52.91	31.08
12	1/1	(PHOTO1 IMG_2963) (FURNITURE GROUP $115) COUNTRY FARM STYLE GREEN/BROWN 2 SHELF/ Niche PBC1629WC Mod Cherry (Red) 2-Shelf Bookcase/ Home Depot	15/0	Depreciate	57.74	57.74	75.00 %	43.30	14.44
13	1/1	(PHOTO3 IMG_3017) (FURNITURE GROUP $115) LAYERS SHELF TRIANGLE/ Wood Triangle Shelf - CUSTOM COLOR - Crystal Display Shelf - Geometric Wall Shelves - Dorm Decor - Mid Century Modern - Single or Set of Three Available / Amazon	5/0	Depreciate	47.25	47.25	49.99 %	23.62	23.63
14	1/1	(PHOTO3 IMG_3005) BLACK HOCKEY STYLE ICE SKATES BARELY USED CCM/ CCM Jetspeed 250 Senior Hockey Skates/ Modell's Sporting Goods	14/7	Depreciate	73.49	73.49	74.99 %	55.11	18.38
15	2/2	(PHOTO 2 IMG_2992)(RUG GROUP $290) 5 X 10 FT BLACK N GRAY SQUARES BLUE/ Home Decorators Collection CSHEEN510ES City Sheen Espresso (Brown) 5 ft. x 10 ft. Area Rug/ Home Depot	18/7	Depreciate	504.00	1,008.00	75.00 %	756.00	252.00
16	1/1	(PHOTO1 IMG_2974, PHOTO2 IMG_2991) (RUG GROUP $290) BRAIDED 5 X 12 FT BLUE/WHITE/ Home Decorators Collection WN25R108X144 Winchester Palm Green 9 ft. x 12 ft. Oval Braided Area Rug/ Home Depot	18/7	Depreciate	670.94	670.94	75.00 %	503.20	167.74
17	1/1	(PHOTO2 IMG_2995,PHOTO4 IMG_3040) (RUG GROUP $290) BROWN OUTDOOR RUG/ CHLH7429_19517758 Carver Natural/Beige Outdoor Rug Rug Size: Rectangle 3'9" x 5'8"/ Wayfair	18/7	Depreciate	77.69	77.69	75.00 %	58.26	19.43
18	1/1	MEMORY FOAM 17 X 24 IN BLUE BATH RUG MOHAWK 21726343/ YMB002550 Massage Dusty Blue 17 in. x 24 in. Memory Foam Bath Mat/ Home Depot	0/2	Depreciate	16.75	16.75	3.35 %	0.56	16.19

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If you are interested in replacement please call Enservio at 888-567-7557.

Property Details

Insured: Robert & Pam Sheraski **Claim#:**A00000766833

Loss Date:2/3/2018

Policy #:

Item	Qty Orig/ Repl	Item Description Original/Like Kind Quality/Source*/Limit/Notes	Age Yrs/Mos	Settlement Action	Repl Cost Each	Repl Cost Total	Dep%	Dep Amt Total	ACV Total
19	1/1	(PHOTO1 IMG_2964,IMG_2970,PHOTO4 IMG_3028) IRONINING BOARD FULL SIZE BOARD WITH ATTACHED SHELF FOR IRON/ 130992 Honey Can Do Foldable Tabletop Ironing Board with Iron Rest (BRD-01292)/ Staples		Depreciate	26.87	26.87	49.99 %	13.43	13.44
20	1/1	(PHOTO4 IMG_3038,IMG_3039) 30 FT IRONMAN MASSAGE TABLE CARRYING CASE (REPLACEMENT BAG) ROYAL MESSAGE/ Royal Massage Deluxe Black Universal Oversized Massage Table Carry Case - 30" / aMAZON		Depreciate	36.70	36.70	50.00 %	18.35	18.35
21	1/1	7 FT LIGHTED TREE PLUMP CHRISTMAS TREE/ 277-FFSL-75 Puleo 7 ft. Pre-lit Slim Fraser Fir Tree/ Home Depot	15/7	Depreciate	146.99	146.99	25.01 %	36.75	110.24
22	2/2	(PHOTO3 IMG_3008) 9 FT LIGHTED STRAND CHRISTMAS GARLAND/ 9' x 10" Pre-Lit Silver Tinsel Artificial Christmas Garland - Clear Lights / Christmas Central	13/7	Depreciate	36.74	73.48	25.02 %	18.38	55.10
23	3/3	(PHOTO4 IMG_3033) LARGE RED STOCKINGS WITH STUFFED OVERSIZED BEAR HEADS ATTACHED TO CUFF OF STOCKING CHRISTMAS STOCKINGS WITH STUFFED BEAR HEADS/ Kurt Adler 22-Inch Plush Head Rudolph Stocking / Amazon	17/1	Depreciate	24.93	74.79	24.99 %	18.69	56.10
24	1/1	(PHOTO4 IMG_3031,IMG_3032) (DECOR GROUP $225) CHRISTMAS VILLAGE BAKERY/ Lemax Christmas Village Pie Shop Village House Signature Collection NIB / eBAY	16/7	Depreciate	88.19	88.19	0.00 %	0.00	88.19
25	1/1	(PHOTO4 IMG_3029) (DECOR GROUP $225) CHRISTMAS VILLAGE TRAIN STATION/ LEMAX VILLAGE COLLECTION MAIN TERMINAL TRAIN STATION LIGHTED BUILDING NEW #75194 / Ebay		Depreciate	99.74	99.74	0.00 %	0.00	99.74
26	1/1	(PHOTO4 IMG_3023) (DECOR GROUP $225) CHRISTMAS VILLAGE GENERAL STORE/ Lemax Christmas Village House Harvest Crossing General Store & Hardware Co / Ebay		Depreciate	41.99	41.99	0.00 %	0.00	41.99
27	1/1	(PHOTO2 IMG_2981) (HOUSEWARES GROUP $49) 50 GAL RUBBERMAID/ Rubbermaid Roughneck Jumbo Storage Box, 50 Gal, Dark Indigo Metallic / Walmart		Depreciate	21.91	21.91	49.98 %	10.95	10.96
28	2/2	(HOUSEWARES GROUP $49) 30 GAL RUBBERMAID/ Rubbermaid Roughneck Storage Tote - RMRT310006 / Do it Best		Depreciate	20.78	41.56	49.96 %	20.76	20.80
29	1/1	(SPORTS GROUP $120) PURPLE 15 LB TRACK BOWLING BALL/ Track Spare + Purple/Blue/Black 15 lb/ Bowling.com	21/7	Depreciate	89.24	89.24	75.00 %	66.93	22.31
30	2/2	(SPORTS GROUP $120) RED 15 LB EBONITE BOWLING BALL/ Ebonite Cyclone Fireball Red/Gold 15 lb / Bowling.com	21/7	Depreciate	87.14	174.28	75.00 %	130.70	43.58
31	1/1	(PHOTO1 IMG_2970) (HOUSEWARES GROUP1 $27.19) LARGE ANGLE BROOM LIBMAN/ Libman 1087 Extra Large Indoor Outdoor Angle Broom/ Home Depot		Depreciate	10.37	10.37	49.96 %	5.18	5.19
32	1/1	(HOUSEWARES GROUP1 $27.19) 18 IN MULTI SURFACE PUSH BROOM LIBMAN/ SKU_715597 Libman Push Broom, Multi Surface, 18 Inch/ Wegmans		Depreciate	17.84	17.84	49.95 %	8.91	8.93
33	1/1	25LB CAT LITTER FRESH STEP 30623	0/1	Depreciate	13.06	13.06	50.00 %	6.53	6.53
34	2/2	BLUE/GREEN ZIPPERED ZIG ZAG DESIGN THERMAL SHOPPING SAM'S CLUB/ Insulated Shopper - Sam's Logo Tote / Sam's Club		Depreciate	6.28	12.56	50.00 %	6.28	6.28
35	1/1	(PHOTO3 IMG_3020) (CLOTHING GROUP $69) JACKET WORKOUT OUTFIT ST.JOHN'S BAY/ 57802550067 Xersion Track Jacket/ JCPenney		Depreciate	37.80	37.80	50.00 %	18.90	18.90
36	1/1	(PHOTO3 IMG_3016) (CLOTHING GROUP $69) KAKHI PANTS/ Mens Lee Carefree Straight-Fit Stretch Khaki Pants/ Kohl's		Depreciate	23.09	23.09	49.98 %	11.54	11.55
37	4/4	(PHOTO3 IMG_3002) (CLOTHING GROUP $69) HATS/ Adidas 5127660 adidas Climacool adiZero II Cap - Mens - Black/Aluminum/ Foot Locker		Depreciate	23.10	92.40	50.00 %	46.20	46.20
38	2/2	(PHOTO3 IMG_3002) (CLOTHING GROUP $69) GLOVES/ MFXBD1002PF-M Medium Gloves, Black/ Home Depot		Depreciate	12.72	25.44	50.00 %	12.72	12.72
39	8/8	(PHOTO3 IMG_3010) (FOOD GROUP $150) TINS CARAMEL POPCORN PECATONICA RIVER/ Pecatonica River Caramel Corn (10 oz.) page 10/ Pecatonica River	0/2	Depreciate	10.50	84.00	0.00 %	0.00	84.00
40	2/2	(FOOD GROUP $150) BOX BUTTER POPCORN PECATONICA RIVER/ Pecatonica River Micro Butte set of 18 bags page 10/ Pecatonica River	0/2	Depreciate	18.90	37.80	0.00 %	0.00	37.80

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If you are interested in replacement please call Enservio at 888-567-7557.

Property Details

Insured: Robert & Pam Sheraski **Claim#:**A00000766833

Loss Date:2/3/2018

Policy #:

Item	Qty Orig/ Repl	Item Description Original/Like Kind Quality/Source*/Limit/Notes	Age Yrs/Mos	Settlement Action	Repl Cost Each	Repl Cost Total	Dep% Total	Dep Amt Total	ACV Total
41	1/1	(PHOTO3 IMG_3009) (FOOD GROUP $150) BOX DOUBLE POPCORN PECATONICA RIVER/ Pecatonica River White Gold (18 oz.)/ Pecatonica River	0/2	Depreciate	18.90	18.90	0.00 %	0.00	18.90
42	1/1	BOX OF 48 VARIETY CANDY BARS SEROOGIE'S/ Seroogy's Candy Bar Special 6 bars ($10 each 6pk x8 = 48 bars) / Seroogys	0/9	Depreciate	84.00	84.00	0.00 %	0.00	84.00
Residence / Single Summary Totals						4,151.24		2,405.70	1,745.54

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If you are interested in replacement please call Enservio at 888-567-7557.

Check Details

Status	Issued
Pay To	PAMELA SHERASKI & ROBERT SHERASKI
Net Amount	$5,250.00
Scheduled Send Date	04/11/2018
Status Date	04/11/2018
Check Number	0001228958
Date of Service	
Payment Method	System Check

Sewer Drain Back Up – Maximum Policy Limit

APR 17 '18 AM 9:52

CITY OF SHEBOYGAN
APR 17 2018
FINANCE DEPARTMENT

FOLD OVER TOP OF ENVELOPE

FOLD OVER TOP OF ENVELOPE

USPS CERTIFIED MAIL™

Erie Insurance
100 ERIE INSURANCE PLACE
A00000766833
ERIE PA 16530-0001

US POSTAGE AND FEES PAID
FIRST-CLASS
Apr 13 2018
Mailed from ZIP 16530
3 oz First-Class Mail Flats Rate

endicia.com

071S00777793

USPS CERTIFIED MAIL

9407 1108 9876 5009 2127 66

The City of Sheboygan
2026 NEW JERSEY AVE
SHEBOYGAN WI 53081-4714

Erie Insurance®

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • (814) 870.2000
Toll Free 1.800.458.0811 • Fax (814) 870•3126 • www.erieinsurance.com

May 30, 2018

City Of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081-4714

Re: ERIE Claim # A00000766833
ERIE Insured: Robert Sheraski
Loss Date: 02/03/18

To Whom It May Concern:

Kindly accept this letter as our follow-up subrogation notice requesting reimbursement for the damages to our insured's property. Please send us your check in the amount of $5,292.37 or provide us with your insurance carrier information.

If you have any questions, please contact me at the phone number listed below.

Sincerely,

Jennifer Martin
Sr Subrogation Specialist
844-695-2406

/JMM SC23
cc: WW1003: Brandl-Tedeschi Insurance Services
Robert Sheraski
File

CITY OF SHEBOYGAN
JUN - 5 2018
FINANCE DEPARTMENT

II

3.3

R. O. No. 38 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Steven Neumann for alleged damages to his basement when a main line became blocked and caused sanitary lateral to overflow.

Finance + Personnel

CITY CLERK

DATE RECEIVED 5-21-18 RECEIVED BY Melissa Cleveland

CLAIM NO. 6-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 21 '18 AM 11:27

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: STEVEN NELLMANN
2. Home address of Claimant: 815 N. 28TH STR. SHEBOYGAN, WI 53081
3. Home phone number: (920)946-1833 (CELL) (920)458-7850 (HOME)
4. Business address and phone number of Claimant: _____
5. When did damage ~~or injury~~ occur? (date, time of day) 1/23/2018 2:15 P.M.
6. Where did damage or ~~injury~~ occur? (give full description) 815 N. 28TH STR. SHEBOYGAN ENTIRE BASEMENT, WHICH INCLUDES: LAUNDRY, FAMILY, GAME, AND STORAGE ROOMS
7. How did damage or ~~injury~~ occur? (give full description) MAIN LINE (ERIE AVE.) ON CITY SIDE BLOCKED BY MINERAL DEPOSITS AND WIPES. THIS BLOCKAGE CAUSING SANITARY LATERAL TO OVERFLOW
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: DAVE SMITH

   (b) Claimant's statement of the basis of such liability: DAVE SMITH STATED TO ME: "THIS IS ON US," THIS STATEMENT INDICATING THE CITY OF SHEBOYGAN IS AT FAULT.
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." DAMAGE TO BASEMENT AREA AND ITS CONTENTS

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

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

Auto:	$
Property:	$ 9,104.47
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 9,104.47

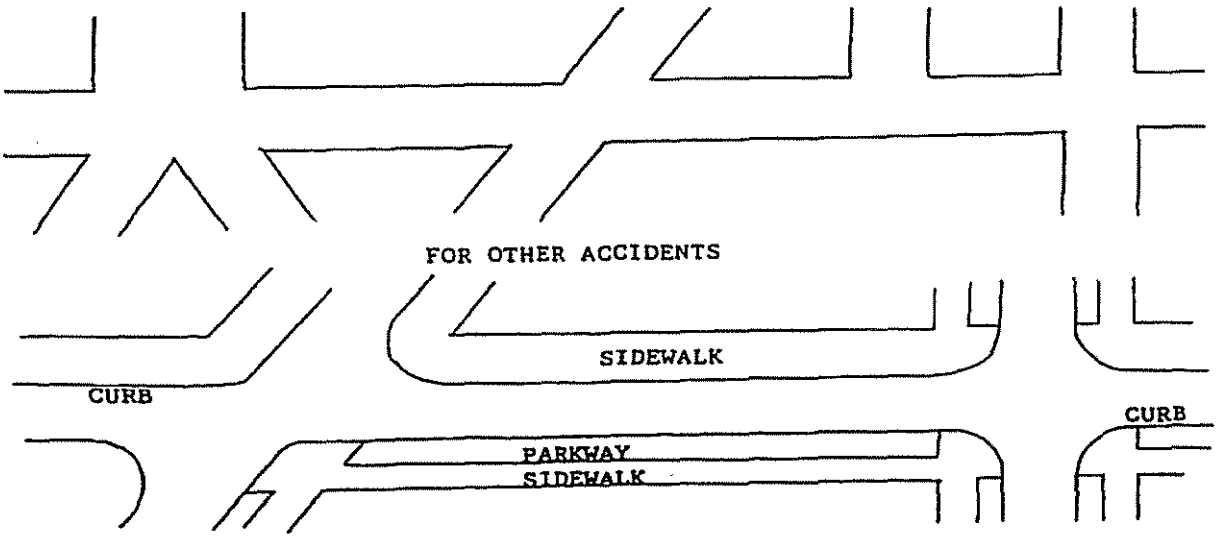
Damaged vehicle (if applicable) N/A

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 Steven Neuman **DATE** 5/21/18

DATE RECEIVED 5/21/18 RECEIVED BY NKC

CLAIM NO. 6-18

CLAIM

Claimant's Name:	STEVEN NEUMANN	Auto	$ –
Claimant's Address:	815 N. 28TH STREET SHEBOYGAN, WI 53081	Property	$ 9,104.47
		Personal Injury	$ –
Claimant's Phone No.	(920) 946-1833 (CELL) (920) 458-7850 (HOME)	Other (Specify below)	$
		TOTAL	$ 9,104.47

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 $ 9,104.47 .

SIGNED Steven Neumann **DATE:** 5/21/18

ADDRESS: 815 N. 28TH STREET
SHEBOYGAN, WI 53081

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

Overflow Response

Notification Information

Date Received	1/23/2018 2:30:00 PM
Date of Incident	1/23/2018 2:30:00 PM
Name of Claimant	Mr. Newmann NEUMANN
Address	815 N. 28TH ST
Location of Overflow	BASEMENT

Field Data Collected

Notified By	Dave Groves
Age of Sewer	1949
Pipe Size	8"
Main Material	Concrete Pipe
Date of Last Inspection	4/28/2016
Sewer Service Area	15A (314)
Type of Inspection	Route Jetting
Previous Blockage Issues	No
Previous Blockage Date	
Major Industries, Schools, Restaurants in Area	No
Rat Control	No

Overflow Data

Has Overflow Reached Surface Waters	No
Overflow Comments	
Superintendent Notification	No
Notification Date/Time	

Actions Taken

Blockage in Main	Yes
Main Jetted	Yes

Blockage in Lateral	No
Cause of Blockage	POSSIBLE WIPES AND MINERAL DEPOSITS
Date/Time Jetting Completed	1/23/2018 3:30:00 PM
Plumber on Site	No
List Plumber/Company	
Comments by City Personnel	MAIN WAS BLOCKED POSSIBLY FROM WIPES AND MINERAL DEPOSITS. WE JETTED THE MAIN AND CLEARED THE BLOCKAGE. 2-3" OF WATER WAS BACKED UP INTO THE BASEMENT AT THIS RESIDENCE AS CONTACT WAS MADE WITH MR. NEWMAN. WE ATTEMPTED TO MAKE CONTACT AT EVERY OTHER RESIDENCE ON THIS LINE AND NO ONE ELSE REPORTED A BACKUP ISSUE.
Overflow Photos	
Comments by Claimant	WANTED THE SITUATION RESOLVED. CONTACTED HIS INSURANCE COMPANY. THANKED US FOR RESPONDING IN A TIMELY MANNER.

Weather

Was Weather a Factor in Overflow	No
Total Precipitation	

Form Completion

Fieldwork Completed By	N. Binsfeld, D. Smith
Work Completion Date	1/23/2018
Form Completed By	Brandon Munnik
Form Completion Date	1/24/2018

Willard Quasius Equipment, Inc.

TOOL & EQUIPMENT SALES, SERVICE, & RENTAL
1938 Union Avenue Sheboygan, WI 53081
(920) 452-7368 Fax (920) 452-9489 WWW.QRENTS.COM

INVOICE # 77382

INVOICE DATE

To:

STEVEN NEUMANN
815 N 28TH

SHEBOYGAN, WI 53081

Customer Nbr N5507965721408
Phone Nbr (920) 946-1833
Purchase Order
Job Name

Date Out 01/23/18	Date In
Time Out 15:45	Time In

Date and Time Due In 1/24/18 at 15:45

QTY	RENTAL EQP ID #	RENTAL EQUIPMENT DESCRIPTION	MINIMUM RATE	DAY RATE	WEEK RATE	4 WEEK RATE	TOTAL
1	92 075 1	3/4" FLOOR DRAINER PUMP #1		28.00	112.00	336.00	
1	45 600 5	TURBO DRYER	12.00/4HRS	18.00	72.00	216.00	
		1 GARDEN HOSE					

1/23/18 at 15:47 Paid $48.53 by Cash

Rentals	Equip Sales	Sales	Sub-Total
Pickup and Delivery	Damage Charges	Cleanup Charge	Tax
			Total
			Deposits 48.53
			Balance
			Refund

I We the undersigned, do hereby rent and accept the above listed equipment and acknowledge that it is in good working condition and agree to pay a stipulated rental. If a credit card was used in payment of the deposit, I hereby authorize Quasius Equipment to apply any balance due to that same credit card. In the event that this rental contract is with a corporate entity of any type, the undersigned agrees to be personally responsible for all obligations and charges incurred herein. I agree to take care of all said equipment and to use it in a responsible manner for which the equipment was made and manufactured for. We further agree that in the event any rental equipment is lost, stolen, or destroyed before it is returned, to pay the rental company the full replacement value of said equipment in cash and if damaged, to pay all reasonable costs related to repair of same equipment. I further do hereby exonerate, indemnify, and save harmless the company, it's owners, and all employees from all claims or liabilities to all parties for loss or damage to any person, persons, or property in any way arising out of or during the use of said equipment. I agree that in the event it becomes necessary for Quasius Equipment to retain legal counsel to effectuate the return of rental equipment wherever the same may be found and remove the same or to collect any amounts due here under, that I will be fully responsible for and agree to pay actual reasonable attorney fees and costs. The company or it's agent shall in no way be liable for any claims or damage or injury in the removal of said equipment.

It is understood that the rental period commences at the date and time hereof and ends only when rented equipment is returned at the office, shop, or place designated during regular business hours
Customer agrees to assume the risks of, and hold dealer harmless for, property damage and personal injuries caused by the goods or arising out of the use of the equipment rented (or sold) hereunder
There is no warranty that the equipment is suited for the customer's intended use or that it is free of defects.
There are no warranties of merchantability or fitness whether express or implied which extend beyond the description on the face hereof
Renter is hereby referred to provisions of section 943.20 of Wisconsin criminal code.

Signature X _____

Pay This Amount

PICKUP RECEIPT

Competitive Plumbing Service, LLC

3828 Blueberry Lane
Waldo, WI 53093
U.S.A

Voice: 920-627-4242
Fax:

INVOICE

Invoice Number: 3048
Invoice Date: 2/3/18
Page: 1

Bill To:

Steve Neumann
815 North 28th Street
Sheboygan, WI 53081

Customer ID: neumann

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 10 Days		2/13/18

Description	Amount
Service call to install new 40 gallon natural gas water heater.	
--	
Labor	160.00
Materials	682.17

Subtotal	842.17
Sales Tax	
Total Invoice Amount	842.17
Payment/Credit Applied	
TOTAL	**842.17**

Check/Credit Memo N

√#5472 2/12/18

Overdue invoices are subject to late charges.

SERVPRO

SERVPRO Of East and West Brown County
2225 Pamperin Rd
Green Bay, WI 54313
920-434-8224

Invoice

Date	Invoice #
1/31/2018	5178007

Bill To	Job Location
Steve Neumann 815 N 28th St Sheboygan, WI 53081	Steve Neumann 815 N 28th St Sheboygan, WI 53081

FEIN	E-mail	Web Site
47-1575265	Office@ServproGreenBay.com	www.ServproEastBrownCounty.com www.ServproWestBrownCounty.com

Description	Amount
Residential water damage mitigation - Taxable	936.55T
Residential water damage mitigation - Non-taxable	8,116.41

√#5479 3/19/18 $9,104.47

Thank you for using Servpro of East Brown County

Sales Tax (5.5%)	$51.51
Total	$9,104.47
Payments/Credits	$0.00
Balance Due	$9,104.47

Jeff Hollander
1011 South Main Street
Cedar Grove, WI 53013
920.980.6436
h.builders24@gmail.com

Invoice

3.30.2018
1805

Bill for:
Steve & Marcia Neumann
815 N 28th Street
Sheboygan, WI
phone

Basement Remodel		**$4,149.44**
Gerhards--- shower base & walls, mixer valve, and trim	~~$794.83~~	
Home Depot--- floor leveling material	$404.00	
Oostburg lumber--- drywall, foam, and 2x4's	~~$240.81~~	
Lakeshore Plumbing---- labor & material	$859.80	
Hollander Builders---- Labor	$1950.00	
Adjustments		**-$2,500.00**
Payment Received	$2500.00	

Total **$1,649.44**

Notes:

Thank you for this opportunity!

OOSTBURG LUMBER CO., INC.

Oostburg Lumber
1218 Center Avenue
PO Box 700258
Oostburg, WI 53070
920-564-2378
Fax: 920-564-3040

CUSTOMER COPY

INVOICE

1804-788346 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
HOLLANDER BUILDERS 1011 S. MAIN STREET CEDAR GROVE WI 53013	Steve Neumann 815 N. 28th Street Sheboygan WI 920-980-6436

ACCOUNT	JOB
HO205	8
SOLD ON	4/23/2018 9:16:42 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	101
CASHIER	MB
SALESPERSON	TKB
ORDER ENTRY	LM

Thank you we appreciate your business!

CALL JEFF WHEN IN

Quantity	UM	Item	Description	D	T	Price	Per	Amount
			Order: 1803-786447					
3	EA	SO786447-000	2-8 6-panel SC primed molded hardboard prehung, SN Bearing hinges, 4 9/16 primed jambs, standard stop and bore 2--RH, 1--LH		Y	133.1600	EA	399.48
2	EA	SO786447-001	2-8 Primed 15-lite TDL, MDF prehung, RH, 4 9/16 primed jambs, ball bearing SN hinges, standard stop and bore		Y	238.9900	EA	477.98
1	BDL	24300	SHIM SHINGLES		Y	5.6000	BDL	5.60

DOORS

Payment Method(s)

Charge to Acct 931.63

WI 5.50%	SubTotal	883.06
	Sales Tax	48.57
	Deposit	
Please Pay This Amount		931.63

All returns must be made within 3 months of purchase in saleable condition. A vendor restocking charge of 25% will apply to all non-stock items. No credit will be issued on non-stock items not returnable to our supplier.

+ 48.00
979.63
- 18.99
$960.64

Signature

J# 5482 5/2/18 $960.64

VANITY $179.00

THE HOME DEPOT

More saving.
More doing.™

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

24 00012 31786 02/09/18 01:57 PM
SHIER MARCIA

6508267042 GENTA 1H FCT <A> 69.00
GENTA 4" 1HDL BATH FAUCET CH
NLP Savings $9.00
MAX REFUND VALUE $69.10
8033146610 24STANELMSKY <A> 179.00
STANCLIFF 24" ELM SKY VANITY COMBO
MAX REFUND VALUE $161.10
------Mover 10% off - $200 Max------
8.00 10% off, Max $200 -25.80
ST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 241.20
SALES TAX 13.27
TOTAL $254.47
XXXXXXXXXXX2851 HOME DEPOT 254.47
TH CODE 009465/8121711 TA

NEW LOWER PRICE (NLP)SAVINGS $9.00

4924 12 31786 02/09/2018 2963

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
11 365 02/09/2019
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

PAINT

THE HOME DEPOT

More saving.
More doing.™

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00012 11903 05/10/18 11:16 AM
CASHIER BARBARA

678885070090 INT PAINT <A> 32.98
BEHR PPUI 2750 EGG UPW 128OZ
678885070199 INT PAINT <A> 34.98
BEHR PPUI 3750 SG UPW 128OZ
077089911008 TRAY LINER <A>
LINZER 9 IN PET TRAY LINER WHITE 10PK
490.95 3.80

SUBTOTAL 71.76
SALES TAX 3.95
TOTAL $75.71
XXXXXXXXXXX2851 HOME DEPOT 75.71
AUTH CODE 010472/8123227 TA

4924 12 11903 05/10/2018 6855

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 05/10/2019
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

CABINET

THE HOME DEPOT

More saving.
More doing.™

4025 HIGHWAY 28
KOHLER, WI 53044 (920)451-0624

4924 00011 55514 05/16/18 07:53 AM
CASHIER CADE

094803113845 KIT CABS <A> 174.00
SHAKER WHT 30" BASE
815508021118 ESR20DLES3P <A> 9.93
ECS 7W(50W) R20 DL DIM ES LED 3PK
NLP Savings $7.04

SUBTOTAL 183.93
SALES TAX 10.12
TOTAL $194.05
XXXXXXXXXXX2851 HOME DEPOT 194.05
AUTH CODE 9999/2110164 ND

NEW LOWER PRICE (NLP)SAVINGS $7.04

4924 11 55514 05/16/2018 8779

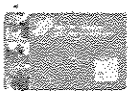
RETURN POLICY DEFINITIONS
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DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790328, St Louis, MO 63179

The Home Depot Consumer Credit Card



Customer Service:
homedepot.com/mycard
Account Inquiries:
1-800-677-0232

Account Number: 6035 3203 9051 2851

Summary of Account Activity

Previous Balance	$109.25
Payments	-$109.25
Other Credits	-$0.00
Purchases	+$2,124.18
Fees Charged	**+$0.00**
Interest Charged	**+$0.00**
New Balance	$2,124.18
Past Due Amount	$0.00

Credit Limit	$8,000.00
Available Credit	$5,875.00
Amount Over Credit Limit	$0.00
Statement Closing Date	04/16/2018
Next Statement Closing Date	05/17/2018
Days in Billing Cycle	31

Payment Information

New Balance	$2,124.18
Minimum Payment Due	$25.00
Payment Due Date	May 13, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	13 years	$5,112
$77	3 years	$2,769 *(Savings=$2,343)*

If you would like information about credit counseling services, call 1-877-337-8187.

Your Minimum Payment Due is $25.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay $294.99 by 05/13/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

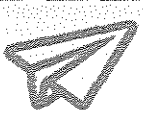
2851 01

You must pay your promotional balance of **$1,829.19** in full by **11/13/19** to avoid paying deferred interest charges.

Please update your phone number, including cell phone number on the back of the payment coupon.

FLOORING $1,829.19

Paper piling up?
Go paperless and get organized.
homedepot.com/mycard



Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.

PO Box 6752
Sioux Falls, SD 57117

Statement Enclosed

Your Account Number is 6035 3203 9051 2851



e Receipt

For your convenience electronic receipts are available. Sign-up in your The Home Depot® store today!

Payment Due Date	**May 13, 201**
New Balance	**$2,124.1**
Past Due Amount	**$0.0**
Minimum Payment Due	**$25.0**
Amount Enclosed: $	2124.18

00296887 1 35112695 DHF 00011421

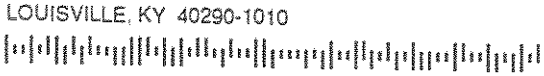


STEVE NEUMANN
815 N 28TH ST
SHEBOYGAN, WI 53081-3613

03109343
MSP 219

Please print address changes on the reverse side.
Make Checks Payable to

HOME DEPOT CREDIT SERVICES
PO BOX 9001010
LOUISVILLE, KY 40290-1010



macco's Floor Covering Center Inc.

3112 S. BUSINESS DRIVE • SHEBOYGAN, WI 53081
920-457-2088
ALSO IN GREEN BAY • APPLETON • MARINETTE
SCHOFIELD • STURGEON BAY

Remittance Address:
Macco's Floor Covering Center, Inc.
2035 Larsen Road
Green Bay, WI 54303

CG821114

ACKNOWLEDGMENT

Sold To	Ship To
STEVE NEUMANN 815 N 28TH SHEBOYGAN, WI 53081	STEVE NEUMANN 815 N 28TH SHEBOYGAN, WI 53081

Order Date	Tele #1	PO Number	Order Number
04/12/18	920-946-1833	BASEMENT BATH	CG821114

Inventory	Style/Item	Color/Description	Price
CG8211140001 basement bath	REALISTIQUE 12'	97152 QUARTZITE WITH GRAN	2.45
MLG-33 master: 70 LN FT	MANNINGTON SEAM SEAL MLG33	70 LF PER KIT	38.10

Quote includes:
new vinyl
install
leveling floor in bath
adhesive
seam sealer

If there are unforseen issues with install, these will be adressed at the time, with customer.

All sizes subject to field measurements.

Est. Start Date_____ Est. Completion Date_____

Flooring Laundry Room

— 04/17/18 — 2:25PM —

Sales Representative(s):
THIELMANN,CATHY

SPECIAL ORDER MERCHANDISE
NOT SUBJECT TO RETURN.
Customer Signature: _____
Date: _____

Thank you for your patronage

50% down payment; balance due to installer upon completion.

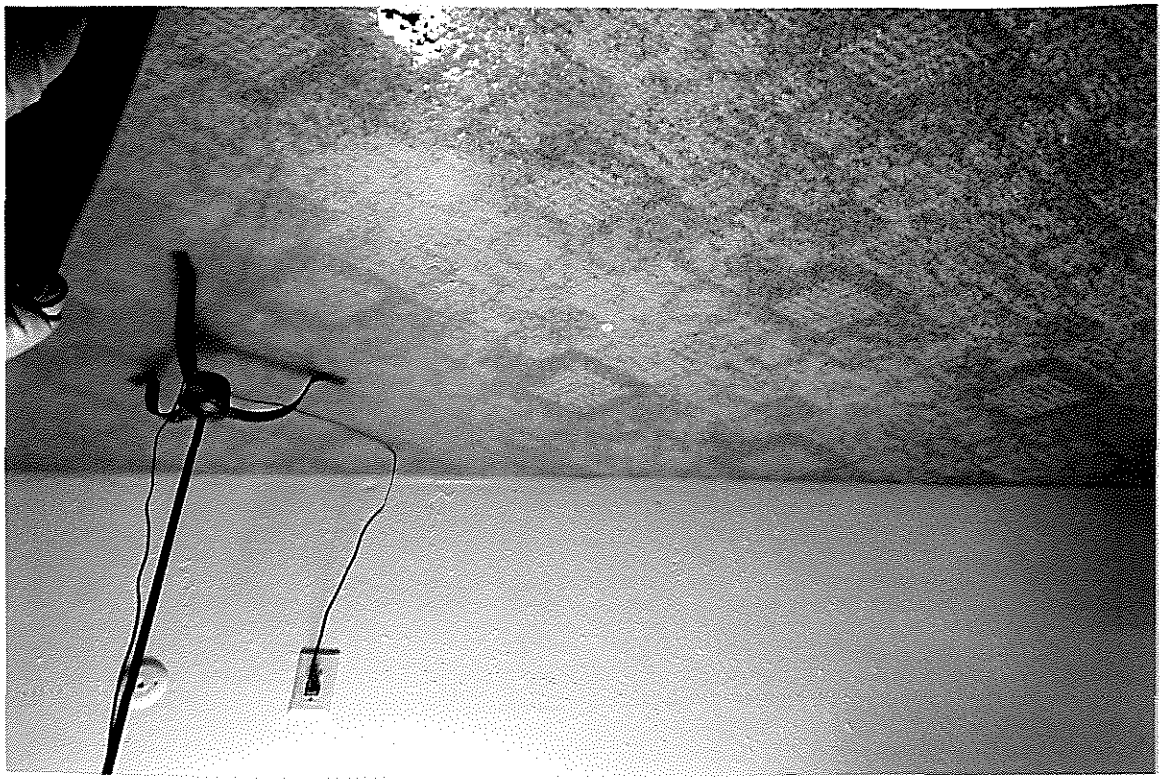
Authorized Signature: _____
Macco's Floor Covering Center, Inc.

ACCEPTANCE OF PROPOSAL:
The above proposal includes all Terms and Conditions on the reverse side and is hereby accepted.

Signature _____

INVOICE TOTAL:	**$1,210.75**
Less Payment(s):	600.00
BALANCE DUE:	**$610.75**

V# 5493 5/17/18





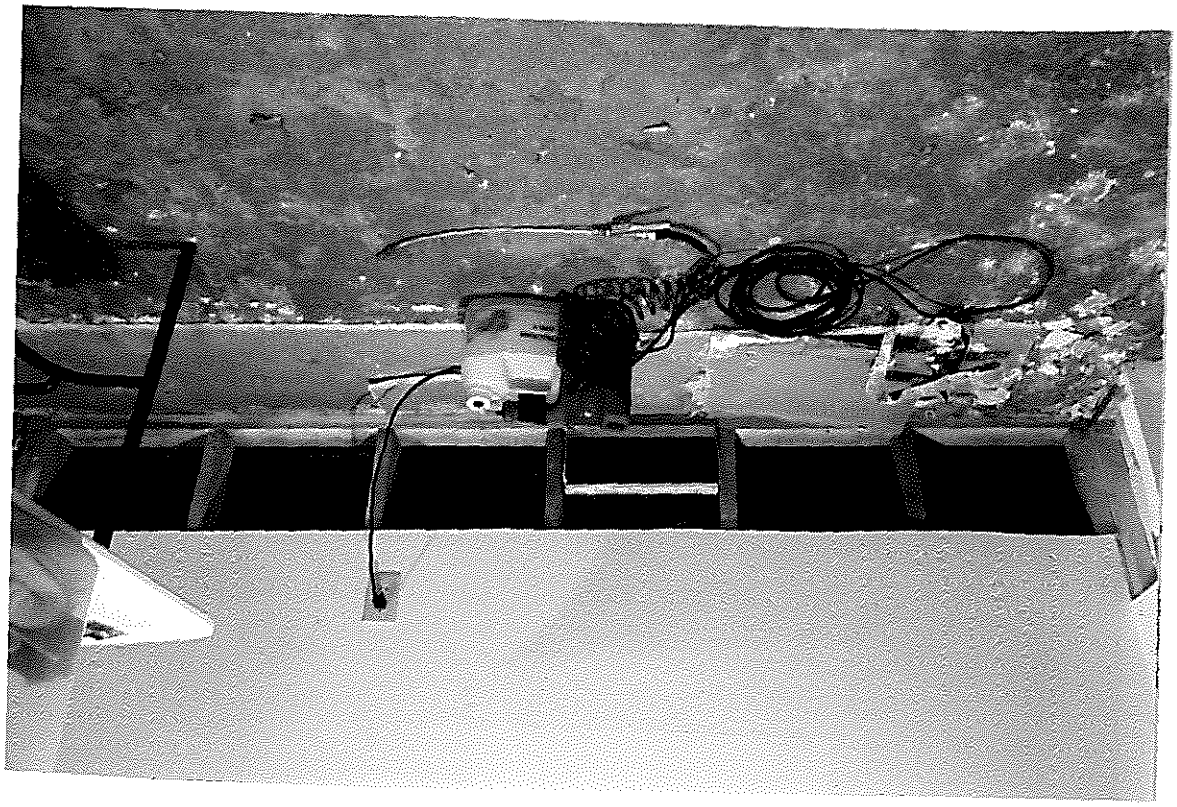




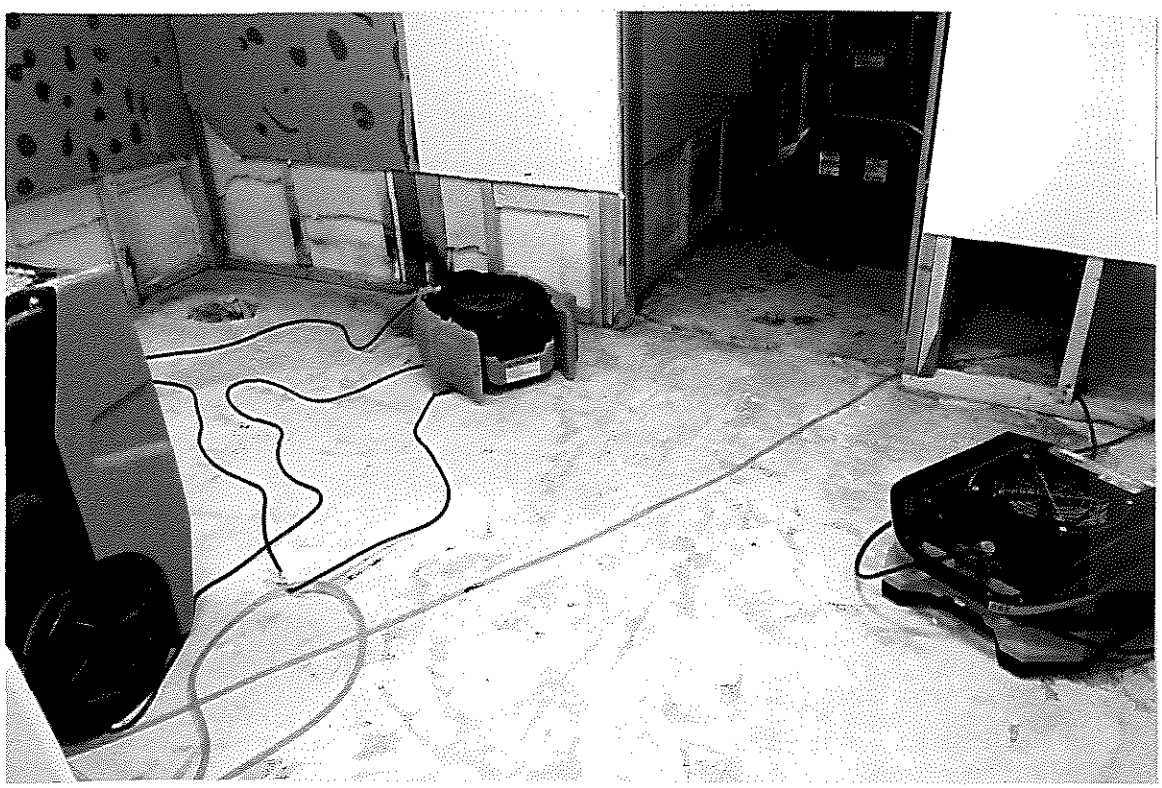
















II

3.4

R. O. No. 39 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Shirley and Tony Glazer for alleged damages to their basement due to a sewer back-up.

Finance Personnel

CITY CLERK

DATE RECEIVED 5-25-18 RECEIVED BY MCC

CLAIM NO. 10-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 25 '18 PM12:49

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: Sterley & Tony Glayer
2. Home address of Claimant: 1335 N. 27th Street
3. Home phone number: 458-2022
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Sat. Feb. 3 9:00 AM
6. Where did damage or injury occur? (give full description) Sewer back-up in basement
7. How did damage or injury occur? (give full description) City cleaning sewer pipes caused back-up into our basement.
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: Basement was dry until City crew flushed sewer pipes causing back-up in basement.
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: Collapse of a 15 year old sewer repair by Jason Blasiola

   (b) Claimant's statement of basis for such liability: Sewage backing into basement

DATE RECEIVED 5-25-18 RECEIVED BY MKC

CLAIM NO. 10-18

CLAIM

Claimant's Name:	Shirley & August Glayer	**Auto**	$
Claimant's Address:	1335 N. 27th Street	**Property**	$ 1179.14
	Sheboygan WI 53081	**Personal Injury**	$
Claimant's Phone No.	920-458-2022	**Other (Specify below)**	$
		TOTAL	$ 1179.14

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 $ 1179.14 .

SIGNED Shirley Glayer **DATE:** 5-24-18

ADDRESS:

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

Name, address, phone
Shirley & Tony Glazer
1335 N. 27th Street

Detail damage / cost

1.	Boots (1 pr)	20.00
2.	Shoes Tennis (1 pr)	15.00
3.	Flips (1 pr)	5.00
4.	Clothes Baskets (2)	10.00
5.	Rag Rug	30.00
6.	Straw Rug	40.00
7.	Main Carpet (12'10" X 29')	200.00
8.	Cleaning Service	175.00
9.	Husbands labor	150.00
10.	Neuman Plumbing	367.14
11	Brooms (2)	4.00
12.	Mops (2)	4.00
13	Wipes labor	150.00
14.	Pails Plastic (3)	9.00
		1179.14

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

Invoice: 141960
Customer ID: 10609
Date: 2/28/2018

Bill to: Shirley Glazer
1335 North 27th Street
Sheboygan, WI 53081

Service at: Shirley Glazer
1335 North 27th Street
Sheboygan, WI 53081

P.O. #:

Quantity	Description	Unit Price	Amount
1.00	4" flood stop	$24.00	$24.00
	HVAC Service		$324.00
	Feb 3 - Afterhours		
	Feb 7 & 8 - Regular:		
	Sewer back up.		
	Repaired sink drain.		
	Installed 4" flood stop.		

Notes:

Terms: Net 30

We accept Mastercard & Visa

Subtotal:	$348.00
Sales Tax:	$19.14
Payments:	$0.00
Total Due:	**$367.14**

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

SERVICEMASTER BY SCHROEDERS
115 EASTMAN STREET
PLYMOUTH, WI 53073
(920) 893-5518

Invoice

Pd Check 5310

TO: Shirley Glaser
1335 N. 27th St
Sheboygan

CUSTOMER	DATE	TERMS	CONTACT
	2-5-18		

DESCRIPTION	CHARGES
Sewer backup cleaning + deodorizing hauled out 1 large area carpet sanitized floors	$175.00

A service charge of $5.00 per month will be added after 30 days.

II

3.5

R. O. No. 40 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Robert and Vicki McDermott for alleged damages to their basement from a collapsing sewer line.

Finance
Personnel

CITY CLERK

DATE RECEIVED 5-24-18 RECEIVED BY MKC

CLAIM NO. 9-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 24'18 PM 4:08

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 & Vicki McDermott
2. Home address of Claimant: 1327 N. 27th St.
3. Home phone number: 920 452-4502
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Feb. 3rd 2018 Around 11:00 am.
6. Where did damage or injury occur? (give full description) IN our basement on Feb 3rd 2018 AND in our 2 bathrooms Feb. 7th 2018
7. How did damage or injury occur? (give full description) City workers trying to Flush out clogged sewer lines. They flushed so hard, it came up in our basement and Bathrooms. Other peoples Poop, vomit and urine was being flushed into our Home
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: D.P.W.

   (b) Claimant's statement of the basis of such liability: D.P.W employee's flushed Raw Sewage into our Home on Feb. 3 2018. (see Attached information)
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: Collasping sewer Line

   (b) Claimant's statement of basis for such liability: On 2-9-18 Jason Blasiola said N27th St. sewer Line was old and should be Looked at also, The same as N31st and Mi. after the Collasping

DATE RECEIVED 5-24-18 RECEIVED BY MEC

CLAIM NO. 9-18

CLAIM

Claimant's Name: Robert & Vicki McDermott

Claimant's Address: 1327 N 27th St
Sheboygan Wi. 53081

Claimant's Phone No. 920 452-4502

Auto	$
Property	$ 1,480.00
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1,480.00

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 $ 1,480.00 .

SIGNED Mr. & Mrs. Robert McDermott DATE: 5-3-18

ADDRESS: 1327 N. 27th St. Sheboygan, Wi. 53081

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

1

2-3-18 - DPW city workers Flushing sewer lines into our Basement and other neighbors

2 weeks prior on Jan 18th or 19th. DPW city worker came to our door ASKing if we had sewer BACK up in our BaseMENT. I said no. He said they had a mix up about the Address. He thought he was told there was a back up at 1427 N. 27th St. But there is no such Address. Our Address is 1327 N. 27th St. At that time we noticed down the street to the north, there was cleaning vans in thier driveway for a couple of days, But no city workers! We were wondering what happened. We found out weeks Later that same house had sewer back up and called DPW, but they never arrived. that was the house the DPW was called to, but got the Address mixed up.

2-3-18 On Sat. we noticed AN AWful odor. We ran down to the basement & saw the sewer back up, coming up our floor drain. It spurted up about 2 feet.

We Also put paint cans on seat covers to hold them down, due to the powerful Flushing city was doing. We did this for weeks, because we didn't want to clean up anymore Sewage.

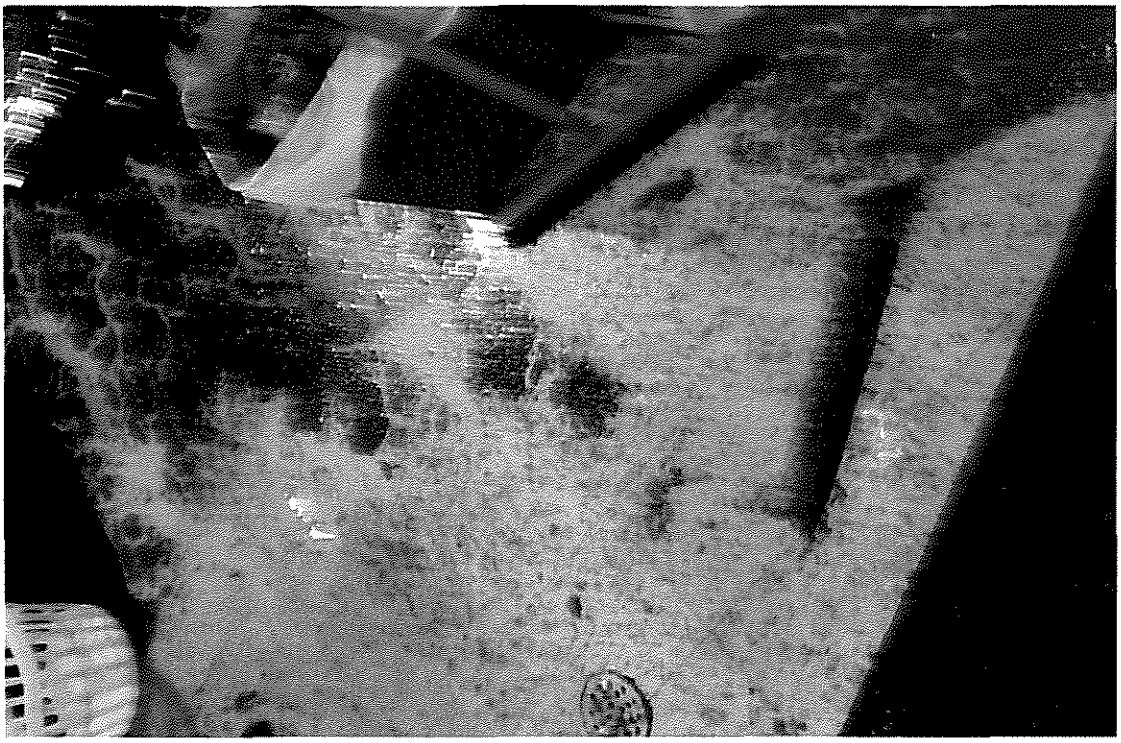
2-9-18 Jason from Public Works? called me back and said there was a sewer back up before ours at N31st St. and Mi. He said this was due to a Nursing Home flushing wipes into toilets. That a combination of the wipes and a hole near the sewer was sucking the gravel into the sewer. He also said they were flushing All that from 31st St. and Mi, down to our Street (N27th St) trying to get to Superior Ave, where the sewer is Larger. He said, it had been clogged due to wipes and gravel

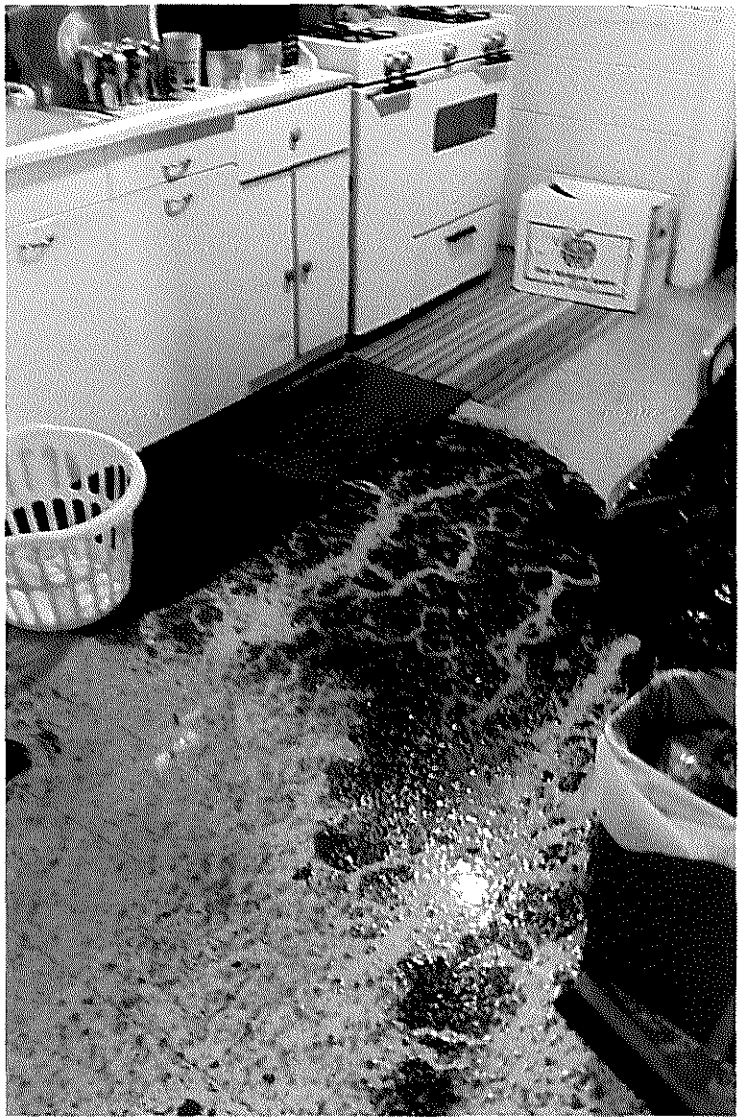
2-15-18 Saw workers at the man Hole cover. We talked to them and they said the city Hired Contractors to Suck out the sewer Line because it was Backed up to the MAN hole cover.
Then they finally dug up the sewer down the Street, in front of 1420 N. 27th St. and fixed that. That's where they should have

10 hrs.	of Labor for Husband and wife	$1,000.00
2	Boxes of Baby cloths	100.00
1	Large Rug	75.00
8	Small Rugs	80.00
3	Brooms: 2 large 1 small	25.00
	Large Dust pan	10.00
3	mops	30.00
4 pairs	Rubber Gloves	5.00
2	Rubber made storage Bins	15.00
1	EXTRA Large outside garbage can	15.00
6	Bottles of Bleach	12.00
2	cans Lysol spray	12.00
	cloths we had to throw out	40.00
	Shoes	20.00
	Boots	20.00
	water usage for 10 hrs.	15.00
		$1,474.00
	Liquid Lysol for Bathrooms	6.00
		$1,480.00

Katie from Service MASTER said they get $100.00 per Hr. to clean. We did it ourselves, But should get the same pay.

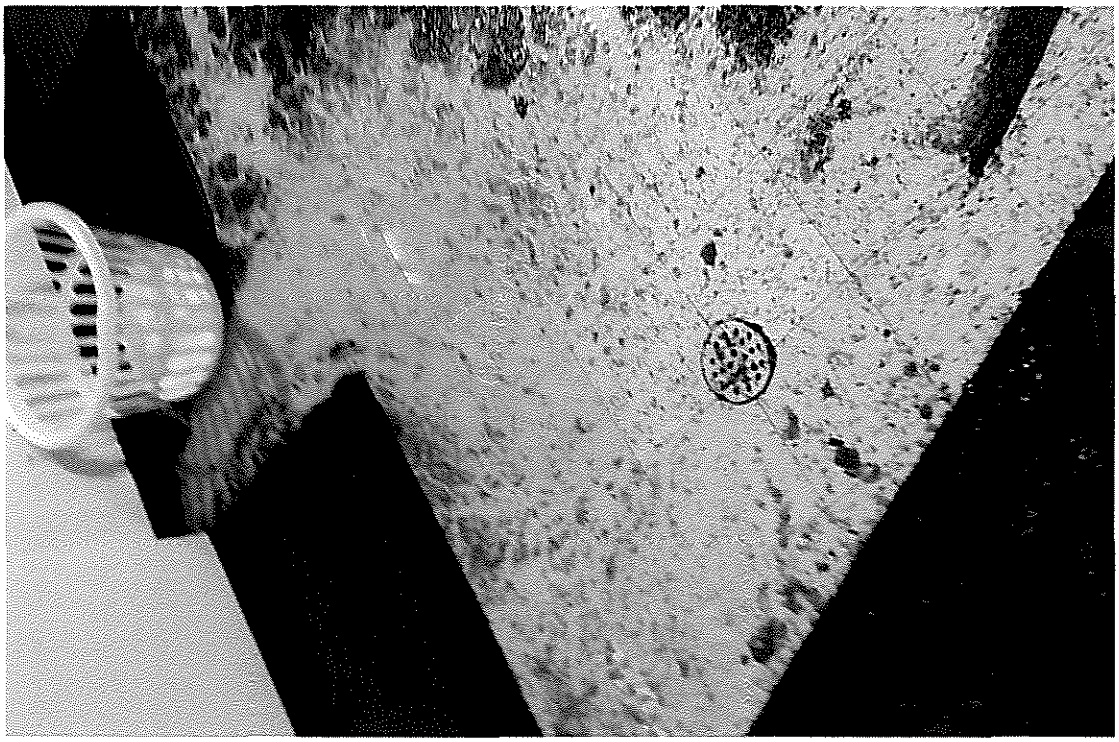












II

3.6

R. O. No. 41 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Linda L. Shimon for alleged damages to her basement due to a sewer back-up.

Finance Personnel

CITY CLERK

DATE RECEIVED 5-24-18 RECEIVED BY MKC

CLAIM NO. 8-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 24'18 PM 3:45

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: LINDA L. Shimon
2. Home address of Claimant: 1326 N. 27th St.,
3. Home phone number: 920-458-0240 920-918-5153 cell
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2/3/2018; 11:00 a.m.
6. Where did damage or injury occur? (give full description) Sewage spread into more than 95% of my basement floor.
7. How did damage or injury occur? (give full description) Sewer back up. Within the last 3 years, I hired Harper Plumping. (see separate sheet)
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: person in public works office
   (b) Claimant's statement of the basis of such liability: (See separate sheet)
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: Collapse of a 15 year old sewer repair.
   (b) Claimant's statement of basis for such liability: Told to me by Jason Blascola on 2/26/2018.

DATE RECEIVED 5-24-18 RECEIVED BY MKC

CLAIM NO. 8-18

CLAIM

Claimant's Name: Linda L. Shimon

Claimant's Address: 1326 N. 27th St. Sheboygan, WI 53081

Claimant's Phone No. 920-458-0240 (home) 920-918-5153 (cell)

Auto	$
Property $5,410.30	$ ~~5,232.89~~
Personal Injury	$
Other (Specify below)	$
TOTAL	$ ~~5,232.89~~ $5,410.30

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 $ ~~5,232.89~~ $5,410.30.

SIGNED Linda L. Shimon DATE: 5/17/2018

ADDRESS: 1326 N. 27th St. Sheboygan, WI 53081

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

#7 of the claim, continued

width of the recreation room, pushing the water into the laundry room where it would flow to the drain.

I had to sweep this area two other times as water from the soaked carpeting was draining to the low area.

On Monday, February 5, my birthday, I was called by my insurance agent that a cleaning service was on its way, and an adjuster from TLS Insurance Services, LLC, would be arriving at my home within the hour.

The adjuster was right on time, put on boots, and immediately walked all the basement floors, jotting down information, all the while taking pictures and measurements. The cleaning service personnel arrived in the early afternoon and began the task of assessing the work that needed to be done. The removing and disinfecting task began in earnest Tuesday morning.

Within 24 hours, my insurance agent called to inform me that he was cutting a check for me for $10,500, the amount for which my home was insured plus the deductible. He said I was getting the payment immediately because the amount of damage would exceed the amount of insurance coverage.

I went to bed that night to the odor of sewage. I worried that my cats and I could be in danger from pathogens in the sewage. I did not sleep much that night. I decided, to be safe, we would spend the week the cleaners said it would take to complete the task at a nearby hotel.

I won't detail the items that had to be tossed, or the number of hours I have had to spend going through the items that were saved, or the time and effort to contact and procure the professionals required tp restore my basement. As of this writing, the work is not completed as plumbing work still needs to be completed before the floor covering can be installed.

Since February, I have had a carpenter repair damages for roughly $3,000. The cleaning service was roughly $8,000. The floor covering will be roughly $3,000.

In an effort to be a good citizen, I am having a drain tile pipe reconnected from my lateral pipe. I have hired Sonntag Plumbing, who I have trusted for many years, to do the work. I was told I would need to wait until May, 2018, before work on the project can begin.

#8b of claim form. Description of basis of liability alleged to be an act or omission of a city officer or employee. Linda Shimon, 1326 No. 27th St. 920-458-0240

During the second week in January, 2017, a neighbor several houses north of my home, Clarence Filipiak, 1420 N. 27th St., which is on the same side of the street as my home, experienced a sewage backup. He called to inform the public works department.

However, his address was not copied correctly. Representatives of the public works department walked from door to door south of the residence in question, and on the other side of the street, one being Vicki McDermott, the other Shirley Glazer, asking if they were the caller who had experienced the sewage back up. Being told no, they left so the correct home was never found.

What would have happened had the correct address been taken down would have been a discovery that a 15 year old repair had collapsed. There was no place for the water jetted on February 3 to go but into our basements.

The cause of the back flow was discovered and repaired on February 19 and 20th. That is 16 days following the incident. Had the address of the resident who had experienced the back flow the week of January 8, 2018, the repair would have been completed by February 2, resulting in the sewer pipe being repaired in time to avoid the damage caused by the precipitation of a February 3 snow storm.

#11 of file claim, Names and addresses of others injured.
Linda Shimon 1326 N. 27th St. 920-458-0240

Matt Schneider	1332 N, 27th St.
Fred Hofmann	1340 N. 27th St.
Eugene Aschenbach	1404 N. 27th St.
Shirley and Tony Glazer	1335 N. 27th St.
Vicki and Robert McDermott	1327 N. 27th St.

#12 on claim form: Damages and replacement Linda Shimon 1326 N. 27th St. 920-458-0240

Insurance payment:		$10, 500
Cleaning Service:	$ 8,176.99	
Carpenter:	$ 3,103.25	
Guske Electric, Inc.	$ 78.00	
Floor covering:	$ 3,134.80	
(Less Payment:)	($ 2,125.62)	
La Quinta Inns & Suites	$ 307.52	
7 cabinets - Replacement cost to date		
Shopko (1)	$ 26.25	
Plymouth Furniture Clearance (3)	$ 1,083.49	

(Due to plumbing still not completed, I cannot remove most of my basement items from boxes. Until I have the storage units set up, I will not know if the number of cabinets I have purchased to replace what was disposed of.)

	$15,910.30	$10,500.00
Difference	$ 5,410.30	

As work is not yet completed on the restoration of my basement, I may have to purchase more shelving or cabinets to replace the seven listed on the disposal document before I can remove items from boxes and containers, where they are temporarily stored.

I request to be reimbursed for the full amount of the shelving or cabinet units should that be needed. I will provide receipts.

I request also to be reimbursed for the full amount of the Dulmes charge, pending installment of the vinyl and carpeting. That will be scheduled and completed once the plumbing work has been completed.

Amica
AUTO HOME LIFE

Claims Processing - Amica Scan Center
PO Box 9690
Providence, RI 02940-9690

Toll Free: 1-877-41-AMICA
(1-877-412-6422)
Fax: 1-888-818-5664

February 6, 2018

Ms Linda Shimon
1326 N 27th St
Sheboygan, WI 53081-3121

File Number: 60003079936
Date of Loss: February 4, 2018
Deductible: $500.00 (special deductible)

Dear Ms. Shimon:

Thank you for notifying us of your homeowner claim.

The loss to your home has been estimated to be greater than the limit of liability provided by the endorsement for Water Back Up and Sump Pump Overflow of $10,000.00.

As such, your $500.00 deductible has been absorbed and we have enclosed our check in the amount of $10,500.00. An additional $500.00 has been provided for debris removal as outlined by the policy. This limit of coverage applies to all aspects of the loss including; mitigation, repairs, damage to personal property and Additional Living Expenses (ALE).

We will now initiate the process of attempting to recover our payment in connection with the above loss. We will make every reasonable effort to expedite the process, but since it requires cooperation from other individuals or insurance companies, we are unable to guarantee you a successful recovery or provide you with a specific date by which this claim may be paid.

Please be assured that we will do our best to minimize any delays. We will contact you as soon as our subrogation activity has concluded. In the meantime, please send us any correspondence you receive from the other party or their insurance company.

Amica
AUTO HOME LIFE

Please call me with any questions.

Sincerely,

Jeffrey P. Hosenfeld

Jeffrey P. Hosenfeld AIC
Amica Mutual Insurance Company
877-412-6422 x21512
JHOSENFELD@AMICA.COM

Amica
AUTO HOME LIFE

Claims Processing - Amica Scan Center
PO Box 9690
Providence, RI 02940-9690

Toll Free: 1-877-41-AMICA
(1-877-412-6422)
Fax: 1-888-818-5664

February 5, 2018

Ms Linda Shimon
1326 N 27th St
Sheboygan, WI 53081-3121

File Number: 60003079936
Date of Loss: February 4, 2018
Deductible: $5,000.00

Dear Ms. Shimon:

Thank you for notifying us of your homeowner claim.

We need to determine the cause of the loss before we can explain coverage as it applies to your damage. We have assigned this claim to TLS Insurance Services to inspect the damage and to determine the cause of the loss. If there is coverage, they will determine the extent of the loss and prepare an estimate. If there is an applicable exclusion to the loss, they will point out the policy language to you.

Your homeowner's policy provides limited coverage for damage resulting from water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump, or related equipment. This coverage is limited to $10,000.00 with a special deductible of $500.00, subject to the terms and conditions of your policy.

Please call me with any questions.

Sincerely,

Jeffrey P. Hosenfeld

Jeffrey P. Hosenfeld AIC
Amica Mutual Insurance Company
877-412-6422 x21512
JHOSENFELD@AMICA.COM

Amica Mutual Insurance Company
MAIL: P.O. BOX 6008 PROVIDENCE, R.I. 02940-6008

Milwaukee Regional Office
TOLL FREE 1-877-412-6422

CHECK NUMBER: 6885498
CHECK AMOUNT: $10,500.00

FILE NO: 60003079936
POLICY NO: 68094820MY

Water

CLAIM HANDLER: Jeffrey P Hosenfeld

Claim 60003079936

Payment up to limit of available coverage for water back-up

Fold Here

THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS LISTED ABOVE

PLEASE DETACH BEFORE DEPOSITING

TLS Insurance Services, LLC

PO Box 58
Johnson Creek WI 53038
Phone: (920) 229-6553
Fax: (262) 565-0251
Tax Id # 27-1178214

Insured:	Shimon, Linda	Home:	920-458-0240
Property:	1326 N 27th St Sheboygan, WI 53081-3121	Cell:	920-918-5153
		E-mail:	lshimon1@charter.net
Home:	1326 N 27th St Sheboygan, WI 53081-3121		
Claim Rep.:	Jeffrey Hosenfeld	Business:	877-412-6422 x 21512
Business:	N17 W24222 Riverwood Dr Ste 130 Waukesha, WI 53188	E-mail:	JHOSENFELD@AMICA.COM
Estimator:	Thomas Schamens	Business:	920-229-6553
		E-mail:	Thomas@tlsinsurance.com

Claim Number: 60003079936 **Policy Number:** 68094820MY **Type of Loss:** Water

Price List:	WIAP8X_FEB18 Restoration/Service/Remodel
Estimate:	SHIMON_LINDA

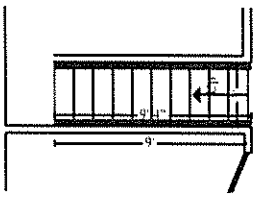
This is the estimated amount of observed damages for your personal property and/or the estimated cost of covered repairs to your home. This estimate is subject to Amica Mutual Insurance Company's final review. Your policy may contain provisions that could limit or exclude the amount paid for certain items. Your adjuster will explain any applicable coverage limitations to you. This estimate is not a guarantee that coverage will be provided and is not intended to replace any of the terms and conditions in your policy.

We will work with you and your chosen contractor to attempt to reach an agreed figure for the covered repairs and/or replacement of your personal property. If you or your contractor disagree with the extent or cost of repairs outlined in this estimate, or if additional damage is discovered, please contact Amica so we can provide further assistance. Please remember that you are required to provide us with an opportunity to inspect any supplemental damage before the damaged items are repaired or replaced.

Your Mortgagee may be included as an additional payee. We recommend you contact your lender to notify them of the loss and discuss their specific requirements for endorsing checks. Please let us know if we can help in this regard.
If you have any questions about this estimate or any of the information presented here, please contact us so we can assist you.

TLS Insurance Services, LLC

PO Box 58
Johnson Creek WI 53038
Phone: (920) 229-6553
Fax: (262) 565-0251
Tax Id # 27-1178214

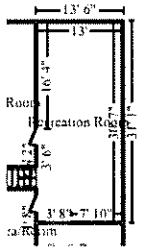


Subroom: Stairs (1) **Height: 14' 3"**

202.83 SF Walls	27.48 SF Ceiling
230.31 SF Walls & Ceiling	49.36 SF Floor
5.48 SY Flooring	22.18 LF Floor Perimeter
18.65 LF Ceil. Perimeter	

Missing Wall	**3' X 14' 3 1/16"**	**Opens into LAUNDRY_ROOM**
Missing Wall	**3' X 14' 3 1/16"**	**Opens into RECREATION_R**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. Furnace - check, heavy clean, replace filters and service	1.00 EA	190.23	0.69	38.04	228.96	(7.86)	221.10
8. Door knob - interior	1.00 EA	38.04	1.18	7.60	46.82	(13.44)	33.38
9. Stain & finish door/window trim & jamb (per side)	2.00 EA	27.58	0.58	11.04	66.78	(6.59)	60.19
10. Stain & finish door slab only (per side)	2.00 EA	39.33	0.82	15.74	95.22	(9.34)	85.88
11. Epoxy finish - one coat over concrete floor	306.50 SF	2.14	6.57	131.18	793.66	(75.02)	718.64
12. Clean ductwork - Interior (PER REGISTER)	2.00 EA	29.02	3.20	11.60	72.84	(0.12)	72.72
13. R&R Interior door unit	1.00 EA	156.04	5.73	31.20	192.97	(65.38)	127.59
Totals: Laundry Room			**18.77**	**246.40**	**1,497.25**	**177.75**	**1,319.50**



Recreation Room **Height: 8'**

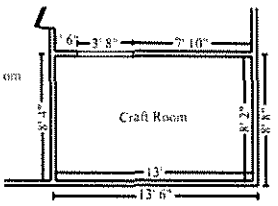
615.56 SF Walls	398.08 SF Ceiling
1013.64 SF Walls & Ceiling	398.08 SF Floor
44.23 SY Flooring	75.50 LF Floor Perimeter
87.17 LF Ceil. Perimeter	

Door	**2' 6" X 6' 8"**	**Opens into LAUNDRY_ROOM**
Missing Wall	**3' X 8'**	**Opens into STAIRS**
Door	**2' 6" X 6' 8"**	**Opens into STORAGE_AREA**
Missing Wall - Goes to Floor	**3' 8" X 6' 8"**	**Opens into CRAFT_ROOM**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. R&R Baseboard - 2 1/4" stain grade	75.50 LF	2.73	4.73	41.22	252.07	(54.03)	198.04
15. Stain & finish baseboard	75.50 LF	1.05	0.71	15.86	95.85	(8.06)	87.79
16. R&R 1/2" - drywall per LF - up to 2' tall	75.50 LF	7.92	4.24	119.58	721.79	(48.33)	673.46

TLS Insurance Services, LLC

PO Box 58
Johnson Creek WI 53038
Phone: (920) 229-6553
Fax: (262) 565-0251
Tax Id # 27-1178214



Craft Room **Height: 8'**

314.22 SF Walls	106.17 SF Ceiling
420.39 SF Walls & Ceiling	106.17 SF Floor
11.80 SY Flooring	38.67 LF Floor Perimeter
42.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **3' 8" X 6' 8"** **Opens into RECREATION_R**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. R&R Baseboard - 2 1/4" stain grade	38.67 LF	2.73	2.42	21.12	129.11	(27.65)	101.46
26. Stain & finish baseboard	38.67 LF	1.05	0.36	8.12	49.08	(4.13)	44.95
27. R&R 1/2" - drywall per LF - up to 2' tall	38.67 LF	7.92	2.17	61.26	369.70	(24.74)	344.96
28. R&R Batt insulation - 4" - R13 - unfaced batt	77.33 SF	0.84	1.62	13.00	79.57	(18.44)	61.13
29. Seal/prime then paint the walls twice (3 coats)	314.22 SF	0.89	4.15	55.94	339.75	(47.33)	292.42
30. Remove Glue down carpet - High grade	106.17 SF	0.50	0.00	10.62	63.71	(0.00)	63.71
31. Glue down carpet - High grade	147.50 SF	3.07	21.09	90.56	564.48	(240.66)	323.82
32. Floor prep (scrape rubber back residue)	106.17 SF	0.51	0.00	10.84	64.99	(0.00)	64.99
33. Final cleaning - construction - Residential	106.17 SF	0.19	1.11	4.04	25.32	(0.00)	25.32
Totals: Craft Room			**32.92**	**275.50**	**1,685.71**	**362.95**	**1,322.76**
Total: Basement			**160.45**	**1,349.34**	**8,256.41**	**1,734.06**	**6,522.35**

Personal Property

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Personal property items not inventoried as the loss exceeds the coverage limit available under the water and sewage backup endorsement							
Totals: Personal Property			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
34. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	340.00	0.00	68.00	408.00	(0.00)	408.00

TLS Insurance Services, LLC

PO Box 58
Johnson Creek WI 53038
Phone: (920) 229-6553
Fax: (262) 565-0251
Tax Id # 27-1178214

Summary for Sump Pump Endorsement

Line Item Total		11,655.59
General Contractor Overhead		708.67
General Contractor Profit		708.67
Material Sales Tax		151.98
Services Mat'l Tax		27.21
Service Sales Tax		194.82
Replacement Cost Value		**$13,446.94**
Less Depreciation		(1,734.06)
Actual Cash Value		**$11,712.88**
Less Deductible		(500.00)
Less Amount Over Limit(s)		(1,212.88)
Net Claim		**$10,000.00**
Total Depreciation	1,734.06	
Less Residual Amount Over Limit(s)	(1,734.06)	
Total Recoverable Depreciation		0.00
Net Claim if Depreciation is Recovered		**$10,000.00**

Thomas Schamens

TLS Insurance Services, LLC

PO Box 58
Johnson Creek WI 53038
Phone: (920) 229-6553
Fax: (262) 565-0251
Tax Id # 27-1178214

Recap by Category with Depreciation

General Contractor O&P Items	RCV	Deprec.	ACV
CLEANING	153.85	0.08	153.77
CONCRETE & ASPHALT	655.91	59.77	596.14
GENERAL DEMOLITION	1,026.94		1,026.94
DOORS	141.23	52.09	89.14
DRYWALL	702.15	58.23	643.92
FLOOR COVERING - CARPET	2,090.73	776.43	1,314.30
FLOOR COVERING - VINYL	583.91	175.63	408.28
FINISH CARPENTRY / TRIMWORK	274.01	65.08	208.93
FINISH HARDWARE	38.04	10.71	27.33
HEAT, VENT & AIR CONDITIONING	190.23	6.25	183.98
INSULATION	148.41	43.38	105.03
PAINTING	1,081.21	133.96	947.25
General Contractor O&P Items Subtotal	7,086.62	1,381.61	5,705.01

Non-General Contractor O&P Items	RCV	Deprec.	ACV
CONT: CLEAN APPLIANCES	973.12		973.12
CLEANING	367.87		367.87
CONTENT MANIPULATION	1,208.00		1,208.00
HAZARDOUS MATERIAL REMEDIATION	478.06		478.06
WATER EXTRACTION & REMEDIATION	1,541.92		1,541.92
Non-General Contractor O&P Items Subtotal	4,568.97	0.00	4,568.97
General Contractor O&P Items Subtotal	7,086.62	1,381.61	5,705.01
General Contractor Overhead	708.67	138.20	570.47
General Contractor Profit	708.67	138.20	570.47
Material Sales Tax	151.98	76.03	75.95
Services Mat'l Tax	27.21	0.01	27.20
Service Sales Tax	194.82	0.01	194.81
Total	13,446.94	1,734.06	11,712.88

STATEMENT

Harper Pumping

Septic, Grease, Holding Tanks

24 Hour Service 920-627-7867

No.

PLEASE PAY FROM THIS INVOICE - NO OTHER STATEMENT WILL BE SENT.

Referenced only

JOB

DATE 7/11 20 24

NAME Linda Stinson

PHONE NUMBER ( )

ADDRESS 1307 N 12TH S.

Sheboygan WI

DUE DATE

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Camera Main line		175 00
	P.O. # 4450		

A 1½% FINANCE CHARGE AFTER 20 DAYS AND MONTHLY THEREAFTER (18% ANNUAL). MINIMUM FINANCE CHARGE $1.00.

TAX	8 75
TOTAL	183 75

THANK YOU

PLYMOUTH FURNITURE CLEARANCE

DIVISION OF PLYMOUTH FURNITURE, INC.
2133 EASTERN AVENUE - P.O. BOX 199 - PLYMOUTH, WI 53073
(920) 892-6006 - PlymouthFurnitureWI.com

10554

Name _____ Date _____

Address _____ Phone _____

City/State/Zip _____ Sales Person _____

E-mail _____

QTY.	MFG. MODEL NUMBER	UNIT PRICE	TOTAL
1	TV Stand Hutch		299
1	Entry Table		299
1	Lamp		99
	TAKEN / PICKUP / DELIVERY		

Ultrashield	
Subtotal	
Tax	
Total	
PAYMENT	10849

All Sales Final

Thank you!

★ All Merchandise Sold As Is.
★ No Returns.
★ Cannot Be Cancelled.
★ All Furniture Must be Picked Up or Delivered in 6 (six) Days.

Signature _____

LA QUINTA INN SHEBOYGAN
2932 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53081
9204572321

SHIMON, LINDA
1326 N. 27TH ST
SHEBOYGAN, WI 53081
Company: AARP

Folio#: 1005172021
Room: 140
Arrival: 02/04/18
Departure: 02/09/18
Returns Club No :
Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
715498	2/4/2018	Rm: 140 AARP - AARP RATE	$53.10	$0.00	$53.10
715499	2/4/2018	TAX - OCCUPANCY - CITY	$4.25	$0.00	$57.35
715500	2/4/2018	TAX - OCCUPANCY - STATE	$2.93	$0.00	$60.28
715557	2/5/2018	Rm: 140 AARP - AARP RATE	$53.10	$0.00	$113.38
715558	2/5/2018	TAX - OCCUPANCY - CITY	$4.25	$0.00	$117.63
715559	2/5/2018	TAX - OCCUPANCY - STATE	$2.93	$0.00	$120.56
715673	2/6/2018	Rm: 140 AARP - AARP RATE	$58.50	$0.00	$179.06
715674	2/6/2018	TAX - OCCUPANCY - CITY	$4.68	$0.00	$183.74
715675	2/6/2018	TAX - OCCUPANCY - STATE	$3.22	$0.00	$186.96
715810	2/7/2018	Rm: 140 AARP - AARP RATE	$53.10	$0.00	$240.06
715811	2/7/2018	TAX - OCCUPANCY - CITY	$4.25	$0.00	$244.31
715812	2/7/2018	TAX - OCCUPANCY - STATE	$2.93	$0.00	$247.24
715933	2/8/2018	Rm: 140 AARP - AARP RATE	$53.10	$0.00	$300.34
715934	2/8/2018	TAX - OCCUPANCY - CITY	$4.25	$0.00	$304.59
715935	2/8/2018	TAX - OCCUPANCY - STATE	$2.93	$0.00	$307.52
716021	2/9/2018	CASH	$0.00	$307.52	$0.00
				Balance:	**$0.00**

Signature:

THANK YOU
WE APPRECIATE YOUR BUSINESS

DULMES DECOR CARPET ONE
1901 SOUTH 8TH STREET
SHEBOYGAN, WI 53081
Telephone: 920-451-8200

CG801775

INVOICE

Sold To	Ship To
LINDA SHIMON 1326 N.27TH SHEBOYGAN, WI 53081	LINDA SHIMON 1326 N.27TH SHEBOYGAN, WI 53081

Order Date	home	PO Number	Order Number
02/27/18	920-458-0240	18% OFF SALE	CG801775

Inventory	Style/Item	Color/Description
#ST037630002	BRAIN POWER	TECHNIQUE 936(DURACOLOR)
	steps down & lower level rec	
SUPPLIES	MISC.	ADHESIVE
	INSTALL DIRECT PASTE CARPET	
	INSTALL CARPET STEPS	
	PREP WORK	
6CB	COVE BASE 6"	6CB97 FAWN
CB	COVE BASE 4"	CB97 FAWN
SUPPLIES	MISC.	ADHESIVE
	COUPON/DISCOUNT	
	18% off materials	
MISC	SUPPLIES	SMOKEY BROWN VCT
	lower level back room and 2 x 3 area	
	INSTALL VCT	
	INSTALL VINYL BASE	
SUPPLIES	MISC.	METALS
#ST037850003	EARTHSCAPES PLATINUM - SORRENTO SLATE	932
	art room- area #4	
SUPPLIES	MISC.	ADHESIVE
	INSTALL VINYL	
#ST037850003	EARTHSCAPES PLATINUM - SORRENTO SLATE	932
	added for behind bar	

Sales Representative(s):
JODI MUELLER

Thank you for your business.

Payment due when job is completed.

Material:	1,926.42
Service:	1,208.38
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
INVOICE TOTAL:	**$3,134.80**
Less Payment(s):	2,125.62
BALANCE DUE:	**$1,009.18**

CG801775

Guske Electric, Inc.
2004 Waverly Court
Sheboygan, WI 53083

INVOICE # 14046 **DATE:** 4/24/2018

CUSTOMER: Linda
LOCATION: "Same"
Sheboygan

DESCRIPTION:
Reinstall basement bar outlet
and abandon telephone jack.

BILL TO:

Linda Shimon
1326 N. 27th St.
Sheboygan, WI 53081

DUE UPON RECEIPT	**$78.00**
Amount Enclosed:	$ 78.00

INVOICE # 14046 **DATE:** 4/24/2018

#	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	Elec. Service Call Charge	1	78.00	78.00
	#5162			

Sales tax is required for certain jobs within our scope of services provided.
If required, it will be added to the total due.

Terms: Net 10 days, 1 1/2% per month on unpaid balance or a min. of $5.00.

A 3.25% fee will be applied when making payments with credit cards.

Sales Tax: (5.5%) $0.00

Total: **$78.00**

DUE UPON RECEIPT

Kevin Stauss Construction, LLC

736 Killdeer Lane
Plymouth, WI 53073

Invoice

Date	Invoice #
4/29/2018	804

Bill To
Lynn Shimon 1326 N. 27th Street Sheboygan, WI 53081

5166

P.O. No.	Terms	Project
Lower Level	Due on receipt	

Quantity	Description	Rate	Amount
	Labor	1,964.00	1,964.00
	Materials	687.41	687.41
	Painting/Staining	451.84	451.84

All work is complete! Thank you for your business !

Total $3,103.25

Total Loss Report

Linda Shimon

1325 N 27th St
Sheboygan, WI, 53081-3121

Policy #: 68094820MY
Claim #: 60003079936
Prepared On: February 07, 2018

Sullivan's Cleaning & Restoration
3065 Commodity Lane
Green Bay, WI 54304
9203371986 | www.sullivanscleaning.com

Basement

#	Item	Box	Description	Qty	Unit	Brand/Model	Serial #	Place of Purchase	Age	Original Cost
1			Pipe insulation	18	EA					$0.00
2			Cat scratching post	2	EA	~ $10.00 ea				$0.00
3			Poster board	1	EA	- $ 3.00				$0.00
4			Puzzles	19	EA	- $40.00 total				$0.00
5			Bar Stool	1	EA	- $20.00				$0.00
6			Blanket	1	EA	- $40.00				$0.00
7			Mattress pad	1	EA	- $50.00				$0.00
8			Video game console	1	EA	- $100.00				$0.00
9			Posters	4	EA	- .50				$0.00
10			Christmas bags	50	EA	- $10.00				$0.00
11			Jeans	1	EA	- 20.00				$0.00
12			Roll of paper	1	EA	- 10.00				$0.00
13			Wheights	4	EA					$0.00
14			Cardboard sheets	2	EA	- 0				$0.00
Note: 200 poster boards										
15			Air mattress	1	EA	- $ 50.00				$0.00

Pd. credit card 2/21/2018

Invoice

SULLIVAN'S
CLEANING & RESTORATION SERVICE

3065 Commodity Lane
Green Bay, WI 54304

Phone: (920) 337-1986
Fax: (920) 337-6681

Invoice Number
18-039-R
Invoice Date
02/20/2018

Loss Address:
Shimon, Linda
1326 N 27th St
Sheboygan, WI 53081

Job No	Job Type	Customer Order#	Payment Terms	Due Date
18-039-R	Water			Upon Receipt

Description	Price
Water Loss – Mitigation (Includes Deductible $500.00)	**$8,176.99**

We accept Visa, MC, Amex & Discover

A finance charge of 1 ½% per month will be added to accounts over 30 days old. This is an annual interest rate of 18% APR. Returned checks will be charged a $30.00 NSF Fee

Total Amount Due: **$8,176.99**

Sullivan's Cleaning & Restoration

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contactus@sullivanscleaning.com
www.sullivanscleaning.com

Dan - 1-920-347-4504

Insured:	Shimon, Linda	Home:	920-458-0240
Property:	1326 N 27th St Sheboygan, WI 53081-3121	Cell:	920-918-5153
		E-mail:	lshimon1@charter.net
Home:	1326 N 27th St Sheboygan, WI 53081-3121		
Claim Rep.:	Hosenfeld, Jeffrey P.	Business:	877-412-6422 x 21512
Business:	N17 W24222 Riverwood Dr Ste 130 Waukesha, WI 53188	E-mail:	JHOSENFELD@AMICA.COM
Estimator:	Dan Hinrichs	Business:	920-337-1986
Business:	3065 Commodity Lane Green Bay, WI 54304	E-mail:	danhinrichs@sullivanscleaning.com
Contractor:		Business:	877-337-1986
Company:	Sullivan's Cleaning & Restoration		
Business:	3065 Commodity Ln Green Bay, WI 54304		

Claim Number: 60003079936 **Policy Number:** 68094820MY **Type of Loss:** Water

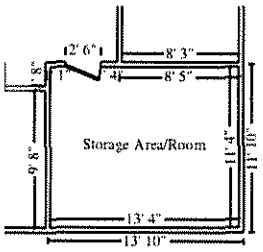
Price List:	WIAP8X_FEB18 Restoration/Service/Remodel
Estimate:	SHIMON_LINDA

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SHIMON__LINDA

Main Level

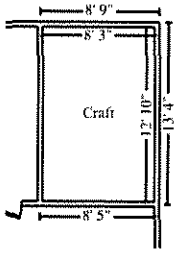


Storage Area/Room **Height: 8'**

378.00	SF Walls	151.11	SF Ceiling
529.11	SF Walls & Ceiling	151.11	SF Floor
16.79	SY Flooring	46.83	LF Floor Perimeter
49.33	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into RECREATION_R**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
1. Water extraction from hard surface floor - Cat 3 water	151.11 SF		0.00	0.69	0.00	104.27
2. Apply anti-microbial agent to more than the floor	197.94 SF		0.00	0.22	0.33	43.88
3. Clean floor - Heavy	197.94 SF		0.00	0.39	0.11	77.31
4. Remove Door knob - interior	1.00 EA		9.87	0.00	0.00	9.87
5. Remove Interior door unit	1.00 EA		14.81	0.00	0.00	14.81
6. Detach & Reset Shelving - 24" - in place	18.00 LF	5.24	0.00	0.00	0.02	94.34
7. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
Totals: Storage Area/Room					0.46	498.97



Craft **Height: 8'**

337.33	SF Walls	105.88	SF Ceiling
443.21	SF Walls & Ceiling	105.88	SF Floor
11.76	SY Flooring	42.17	LF Floor Perimeter
42.17	LF Ceil. Perimeter		

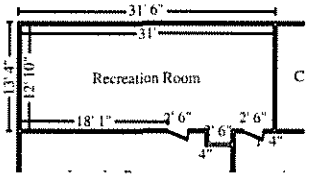
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
8. Apply anti-microbial agent to more than the floor	148.04 SF		0.00	0.22	0.24	32.81
9. Clean floor	148.04 SF		0.00	0.27	0.00	39.97
10. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	105.88 SF		1.13	0.00	0.41	120.05

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CONTINUED - Craft

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
11. Tear out baseboard and bag for disposal - up to Cat 3	42.17 LF		0.78	0.00	0.49	33.38
12. Tear out trim	34.00 LF		0.38	0.00	0.00	12.92
casing on doors						
13. Tear out wet drywall, cleanup, bag, per LF - to 4" - Cat 3	42.17 LF		3.66	0.00	0.16	154.50
14. Tear out cabinetry - lower (base) units	8.00 LF		6.77	0.00	0.00	54.16
15. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
Totals: Craft					1.30	602.28



Recreation Room **Height: 8'**

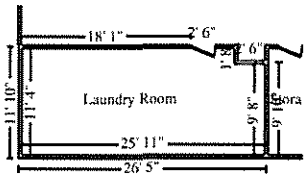
678.00 SF Walls	402.69 SF Ceiling
1,080.69 SF Walls & Ceiling	402.69 SF Floor
44.74 SY Flooring	83.50 LF Floor Perimeter
91.00 LF Ceil. Perimeter	

Door	**2' 6" X 6' 8"**	**Opens into LAUNDRY_ROOM**
Missing Wall - Goes to Floor	**2' 6" X 6' 8"**	**Opens into LAUNDRY_ROOM**
Door	**2' 6" X 6' 8"**	**Opens into STORAGE_AREA**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
16. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
17. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	402.69 SF		1.13	0.00	1.55	456.59
18. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA		0.00	73.13	0.00	219.39
19. Apply anti-microbial agent to more than the floor	486.19 SF		0.00	0.22	0.80	107.76
20. Clean floor	486.19 SF		0.00	0.27	0.00	131.27
21. Tear out wet drywall, cleanup, bag, per LF - to 4" - Cat 3	103.17 LF		3.66	0.00	0.40	378.00
19'8 added because wall between the Rec room and craft room has drywall then OSB then buffalo board						
Totals: Recreation Room					2.75	1,447.50

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Laundry Room **Height: 8'**

562.67	SF Walls	288.31	SF Ceiling
850.97	SF Walls & Ceiling	288.31	SF Floor
32.03	SY Flooring	69.50	LF Floor Perimeter
74.50	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **2' 6" X 6' 8"** **Opens into RECREATION_R**

Door **2' 6" X 6' 8"** **Opens into RECREATION_R**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
22. Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA		0.00	114.72	0.00	344.16
1 dehu 3 days						
23. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA		0.00	71.58	0.00	214.74
24. Ducting - lay-flat - Large	12.00 LF		0.00	0.45	0.30	5.70
25. Detach & Reset Laundry tub	1.00 EA	213.34	0.00	0.00	0.00	213.34
26. Dryer - Remove & reset	1.00 EA		0.00	27.95	0.00	27.95
27. Washing machine - Remove & reset	1.00 EA		0.00	31.04	0.00	31.04
28. Water extraction from hard surface floor - Cat 3 water	288.31 SF		0.00	0.69	0.00	198.93
29. Apply anti-microbial agent to more than the floor	357.81 SF		0.00	0.22	0.59	79.31
30. Clean floor - Heavy	357.81 SF		0.00	0.39	0.20	139.75
31. Remove Door knob - interior	1.00 EA		9.87	0.00	0.00	9.87
32. Remove Interior door unit	1.00 EA		14.81	0.00	0.00	14.81
33. Detach & Reset Shelving - 24" - in place	10.00 LF	5.24	0.00	0.00	0.01	52.41
34. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
Totals: Laundry Room					1.10	1,486.50
Total: Main Level					**5.61**	**4,035.25**

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Stairs **Height: 8'**

193.33	SF Walls	27.75	SF Ceiling
221.08	SF Walls & Ceiling	27.75	SF Floor
3.08	SY Flooring	24.17	LF Floor Perimeter
24.17	LF Ceil. Perimeter		

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
35. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	55.50 SF		0.66	0.00	0.21	36.84
treads and risers						
Totals: Stairs					0.21	36.84

Service

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
36. Equipment setup, take down, and monitoring (hourly charge)	5.00 HR		0.00	45.06	0.00	225.30
37. Equipment decontamination charge - per piece of equipment	3.00 EA		0.00	26.38	0.63	79.77
38. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA		405.00	0.00	0.00	405.00
39. Add for personal protective equipment - Heavy duty	10.00 EA		0.00	18.41	10.13	194.23
5 sets per day 2 days						
40. Cleaning Remediation Technician	50.00 HR		0.00	45.06	0.00	2,253.00
Labor to go through contents and determine what was salvageable and what need to be dispose of. Also labor to clean contents.						
41. Cleaning - Supervisory/Administrative - per hour	20.00 HR		0.00	47.38	0.00	947.60
Supervisor's labor to go through contents and determine what was salvageable and what need to be dispose of. Also labor to clean contents.						
Totals: Service					10.76	4,104.90
Line Item Totals: SHIMON__LINDA					**16.58**	**8,176.99**

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Grand Total Areas:

2,149.33	SF Walls	975.74	SF Ceiling	3,125.07	SF Walls and Ceiling
975.74	SF Floor	108.42	SY Flooring	266.17	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	281.17	LF Ceil. Perimeter
975.74	Floor Area	1,049.21	Total Area	2,149.33	Interior Wall Area
1,419.00	Exterior Wall Area	157.67	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary for Coverage A - Dwelling

Line Item Total	8,160.41
Material Sales Tax	16.58
Replacement Cost Value	**$8,176.99**
Less Deductible	(500.00)
Net Claim	**$7,676.99**

Dan Hinrichs

Sullivan's Cleaning & Restoration

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Recap of Taxes

	Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)
Line Items	16.58	0.00	0.00	0.00	0.00
Total	**16.58**	**0.00**	**0.00**	**0.00**	**0.00**

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Recap by Room

Estimate: SHIMON__LINDA

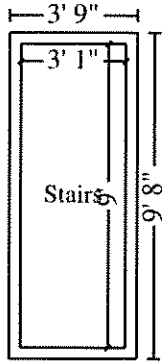
Area: Main Level		
Storage Area/Room	**498.51**	**6.11%**
Craft	**600.98**	**7.36%**
Recreation Room	**1,444.75**	**17.70%**
Laundry Room	**1,485.40**	**18.20%**
Area Subtotal: Main Level	**4,029.64**	**49.38%**
Stairs	**36.63**	**0.45%**
Service	**4,094.14**	**50.17%**
Subtotal of Areas	**8,160.41**	**100.00%**
Total	**8,160.41**	**100.00%**

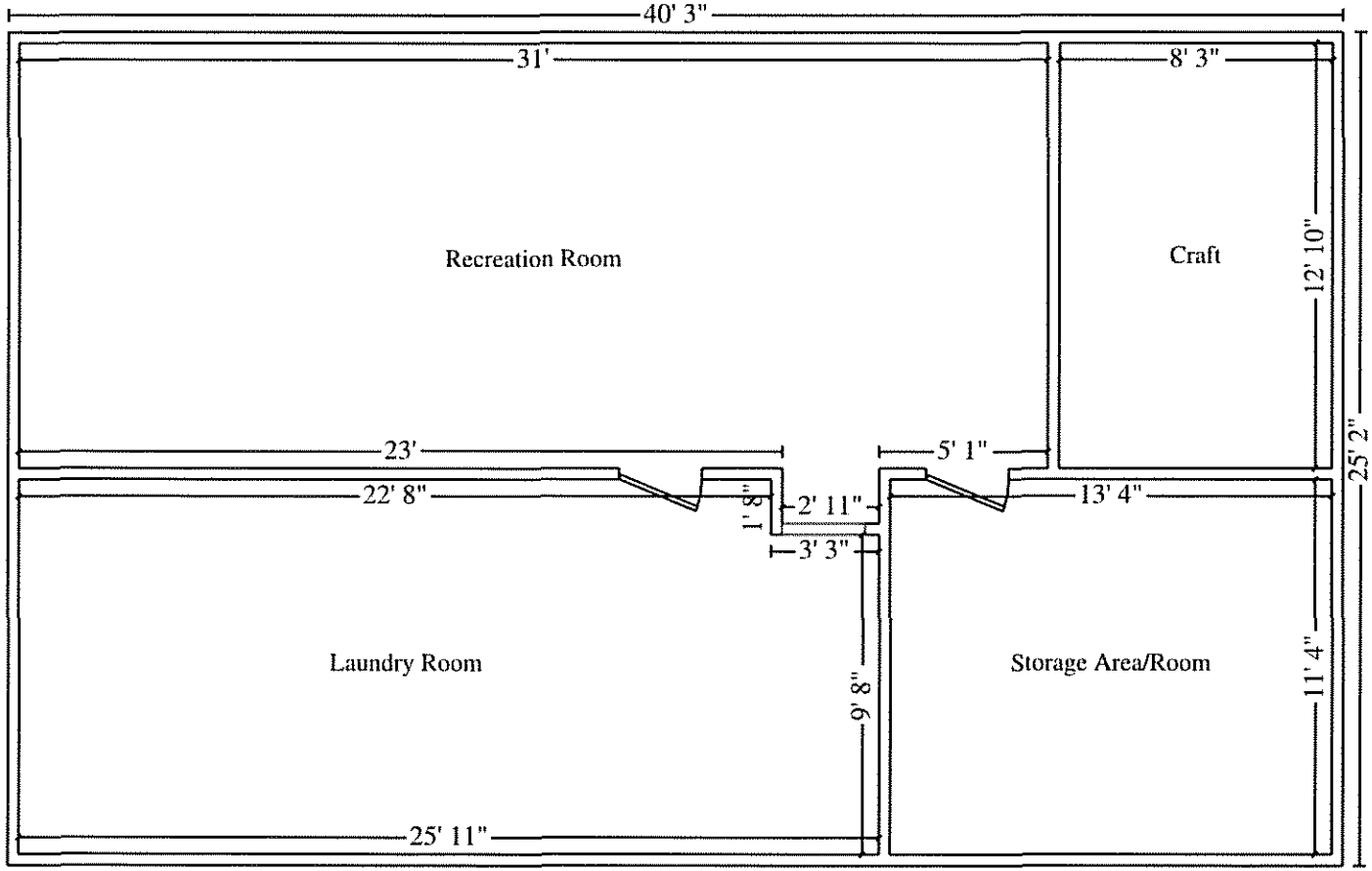
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Recap by Category

Items	Total	%
APPLIANCES	58.99	0.72%
CLEANING	387.99	4.74%
CONTENT MANIPULATION	617.96	7.56%
GENERAL DEMOLITION	1,697.58	20.76%
FINISH CARPENTRY / TRIMWORK	146.72	1.79%
LABOR ONLY	3,200.60	39.14%
PLUMBING	213.34	2.61%
WATER EXTRACTION & REMEDIATION	1,837.23	22.47%
Subtotal	8,160.41	99.80%
Material Sales Tax	16.58	0.20%
Total	8,176.99	100.00%


3' 9"
3' 1"
Stairs
9' 8"


40' 3"
31'
8' 3"
Recreation Room
Craft
12' 10"
25' 2"
23'
5' 1"
22' 8"
1' 8"
2' 11"
13' 4"
3' 3"
Laundry Room
Storage Area/Room
9' 8"
11' 4"
25' 11"

N

Main Level

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred R. O. No. 59-18-19 by City Clerk submitting various license applications; recommends filing Beverage Operator License No. 2259 (Gifty Gilman) as she has abandoned her applications, thereby withdrawing it.

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

Other Matters

7.2

R. O. No. 59 - 18 - 19. By CITY CLERK. June 18, 2018.

Submitting various license applications for the period ending, December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

CHANGE OF PREMISE

No.	Name	Address
2273	Braveheart Pub	2120 Calumet Drive - Three day event August 2, 3 & 4, 2018 to include the South parking lot.
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event July 14, 2018 to include entire parking lot area east and north of building. One day event August 11, 2018 to include entire parking lot area East and North of building.

CIGARETTE/TOBACCO (June 30, 2019) (RENEW)

No.	Name	Address
2889	Family Dollar Stores #25587	2821 N. 15th Street

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3342	Restore #47 - Mad Max	1003 S. 14th Street

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

No.	Name	Address
2267	Burton, James D.	830 N. Water Street #109
5240	Coenen, Michael F. (Club)	2515 N. 26th Street
2250	Dahlke, Jenny L.	1421 Carl Avenue
7095	Forward, Tiffany M.	1415 S. 21st Street
2261	Gamez, Diana	2762 N. 31st Place
8126	Gill, Puswinder Singh	624 N. 7th Street, Oostburg
2259	Gilman, Gifty	507 Niagara Avenue
2260	Greenquist, Wade J. (Club)	2360 94th Avenue Apt. A, Osceola

AHPS 6-27-18 Hold #2259 (Gilman) #2250 (Dahlke) 7-11-18 Hold (2259) 7-25-18 Hold (2259)

2273	Holderfield, Thomas A.	930 Pershing Avenue
2249	Johnson, Phillip L.	497 Lake Street, Fond Du Lac
2264	Kidder, Karissa K.	2408A S. 9th Street
1138	Martin, Michael J. (Club)	N7046 Woodside Hills Drive
2276	Miller, Courtney J.	1432 A Superior Avenue
2254	Minick, Michael J.	3301 S. 11th Place
2272	Morton, Kaylee N.	3114 N. 9th Street
2252	Niebauer, Amanda K.	353 S. Heritage Street, Belgium
7385	Norum, Lori J.	W3489 Cty. Road RR, Cedar Grove
2258	Robinson, Jenna L.	329 Eva Street, Port Washington
2255	Schefsky, Stephanie E.	W2568 Miley Road, Sheboygan Falls
2262	Schelfhout, Jenalle M.	822 7th Street, Kiel
2270	Stewart, Mariah C.	1416 Illinois Avenue
0858	Van Akkeren, Hannah L.	432 Lincoln Avenue
2253	Williams, Shelby M.	507 Broadway Street APT B, Sheb. Falls

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

No.	Name	Address
7927	Altwies, John H.	2103 A S 7th Street
8611	Basler, Katlin R.	261 Osthoff Avenue, Elkhart Lake
7881	Black, Abigail E.	3431 N. 10th Street #121
1634	Booth, Hailey M.	1622 S. 24th Street
7338	Coffin, Kurt P. (Club)	1335 Columbus Street
1561	Cortez, Amber E.	1511 Ashland Avenue
1250	Dewane, Elaine M.	2839 N. Apache Road
1538	Fuller, Mark J.	5524 Meggers Road
4992	Guenther, Nicole M.	1525 N. 23rd Street
4542	Huenink, Jeffrey D. (Club)	138 Meadow Ridge Drive, Sheboygan Falls
3816	Kautzer, Kathleen A.	1625 Spruce Court
1653	Kraus, David V.	2408 Weeden Creek Road
1012	Mallmann, Kathy E.	1541 John Court
1807	Markham, Cheryl A.	2222 Kroos Court
2709	McKenzie, Daniel J.	7093 Hwy. 67, Plymouth
9266	Minglana, Megan L.	4325 Morningview Court #K201
8963	Nitsch, Ralph J.	3833 S. 18th Street
1073	O'Brien, Sean M.	2621 N. 31st Street
4904	Patron, Sharlene S.	2320 N. 9th Street
6661	Pearson, Lisa M.	1122 S. 19th Street
1162	Reinemann, Kelly J.	3002 S. 20th Street
0559	Schultz, Todd	51 N. Hiawatha Circle
1372	Stroo, Richard A.	1524 N. 37th Street D12
8945	Vreeke, Erin M.	1802 Beechtree Road, Howards Grove
0586	Wagner, Jessica A.	1503 Eisner Avenue #2E

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

No.	Name	Address
2269	Wallgren, Paul A.	2137 Bollmann Drive #1D

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred R. O. No. 87-18-19 by City Clerk submitting a communication from Dolcye Johnson regarding the funds for the Fire-Ambulance Service; recommends filing the document.

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

4.3

R. O. No. 87 - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from Dolcye Johnson regarding the funds for the Fire - Ambulance Service.

Finance/Personnel act/file

CITY CLERK

FOR 2017 12

ACCOUNTS FOR: 280 AMBULANCE FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
28015100 FINANCE - ACCOUNTING								
28015100 461101	INTEREST ON INVEST	0	0	0	-1,874.81	.00	1,874.81	100.0%
TOTAL FINANCE - ACCOUNTING		0	0	0	-1,874.81	.00	1,874.81	100.0%
28022500 FIRE - AMBULANCE SERVICE								
28022500 431246	STATE GRANT	0	-8,730	-8,730	-8,730.01	.00	.01	100.0%
28022500 442636	AMBULANCE	-1,200,000	0	-1,200,000	-1,317,885.78	.00	117,885.78	109.8%
28022500 510110	FULL TIME SALARIES	253,763	0	253,763	254,652.01	.00	-889.01	100.4%*
28022500 510111	FULL TIME SALARIES	5,400	0	5,400	4,285.99	.00	1,114.01	79.4%
28022500 510311	MEDICARE	3,789	0	3,789	3,493.05	.00	295.95	92.2%
28022500 510320	WI RETIREMENT FUND	38,907	0	38,907	38,846.15	.00	60.85	99.8%
28022500 510340	HEALTH INSURANCE	59,856	0	59,856	64,930.96	.00	-5,074.96	108.5%*
28022500 510350	DENTAL INSURANCE	4,428	0	4,428	4,921.45	.00	-493.45	111.1%*
28022500 510360	LIFE INSURANCE	144	0	144	123.90	.00	20.10	86.0%
28022500 510400	WORKERS COMPENSATI	2,856	0	2,856	2,856.00	.00	.00	100.0%
28022500 521900	CONTRACTED SERVICE	95,000	0	95,000	89,318.12	.00	5,681.88	94.0%
28022500 522110	VEHICLE MAINTENANC	10,000	0	10,000	7,636.87	.00	2,363.13	76.4%
28022500 525125	MOBILE TELEPHONE	500	0	500	490.17	.00	9.83	98.0%
28022500 526130	TRAINING & EDUCATI	2,500	0	2,500	206.00	.00	2,294.00	8.2%
28022500 528150	VEHICLE RENTAL	106,456	0	106,456	106,455.75	.00	.25	100.0%
28022500 530215	MEDICAL SUPPLIES	60,000	0	60,000	60,200.48	.00	-200.48	100.3%*
28022500 530230	GASOLINE	15,000	0	15,000	13,351.20	.00	1,648.80	89.0%
28022500 530255	TOOLS & SMALL EQUI	1,500	8,730	10,230	6,146.49	.00	4,083.51	60.1%
28022500 530256	SAFETY EQUIPMENT	1,500	0	1,500	639.96	.00	860.04	42.7%
28022500 540215	GEN. PUB. OFFICIAL	2,000	0	2,000	1,998.00	.00	2.00	99.9%
TOTAL FIRE - AMBULANCE SERVICE		-536,401	0	-536,401	-666,063.24	.00	129,662.24	124.2%
28081100 INTERFUND TRANSFER								
28081100 811101	INTERFUND EXP-GENE	536,401	0	536,401	536,401.00	.00	.00	100.0%
TOTAL INTERFUND TRANSFER		536,401	0	536,401	536,401.00	.00	.00	100.0%
TOTAL AMBULANCE FUND		0	0	0	-131,537.05	.00	131,537.05	100.0%
	TOTAL REVENUES	-1,200,000	-8,730	-1,208,730	-1,328,490.60	.00	119,760.60	
	TOTAL EXPENSES	1,200,000	8,730	1,208,730	1,196,953.55	.00	11,776.45	

FOR 2017 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	0	0	-131,537.05	.00	131,537.05	100.0%

** END OF REPORT - Generated by NANCY BUSS **

City of Sheboygan Fire Dept.- E M S Billing
Collection Report - By Financial Class

Period: 12/01/2017 to 12/31/2017

REPORT #1

Insurance Classification Transports	**Current Month**	**Fiscal Year-To-Date**
Auto Insurance	$2,073.60	$31,815.22
Contract	$0.00	$239.78
Medicaid	$16,013.42	$182,964.57
Medicare	$39,914.83	$502,098.64
Private Insurance	$35,522.83	$313,249.40
Self Pay	$19,630.45	$217,803.70
Work Comp	$1,661.00	$26,603.83
Collection Accounts	$0.00	$0.00
SUB-TOTAL	$114,816.13	$1,274,775.14
Insurance Classification Non Transports	**Current Month**	**Fiscal Year-To-Date**
Auto Insurance	$0.00	$883.73
Medicaid	$0.00	$764.53
Medicare	$0.00	$0.00
Private Insurance	$247.00	$3,333.31
Self Pay	$1,140.00	$7,547.57
Collection Accounts	$0.00	$0.00
SUB-TOTAL	$1,387.00	$12,529.14
Unidentified Payments	$0.00	$1,488.19
Refunds	($1,272.96)	($25,440.60)
NET TOTAL	**$114,930.17**	**$1,263,351.87**

City of Sheboygan Fire Dept. - E M S Billing
Billing Activity Summary Report

For the month ended: 12/31/2017

REPORT #2

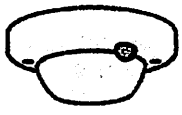
		AMOUNT		
Financial Class		**Current**	**Fiscal YTD**	
Auto Insurance		$0.00	$38,289.00	1%
Contract		$0.00	$1,882.00	0%
Medicaid		$63,949.00	$964,226.50	25%
Medicare		$114,995.50	$1,861,311.55	48%
Private Insurance		$24,281.00	$541,170.00	14%
Unknown		$71,897.50	$427,269.21	11%
Workers Comp		$1,674.00	$33,704.00	1%
TOTAL BILLABLE		**$276,797.00**	**$3,867,852.26**	**100%**
BILLABLE TRANSPORTS				
Emergency	ALS1	$226,980.00	$2,866,718.50	81%
	ALS2	$10,792.50	$116,112.00	3%
	BLS	$13,064.00	$552,936.00	16%
	SCT	$0.00	$3,368.00	0%
		$250,836.50	**$3,539,134.50**	**100%**
Non-Emergency	ALS1	$0.00	$68,166.26	32%
	BLS	$15,008.00	$143,604.00	68%
		$15,008.00	**$211,770.26**	**100%**
	None	$6,580.00	$78,000.00	100%
		$6,580.00	**$78,000.00**	**100%**
	SUBTOTAL	**$272,424.50**	**$3,828,904.76**	**100%**
BILLABLE NON-TRANSPORTS				
Non-Transport	TNT	$4,372.50	$38,947.50	100%
		$4,372.50	**$38,947.50**	**100%**
	SUBTOTAL	**$4,372.50**	**$38,947.50**	**100%**
NON-BILLABLE				
Voided		($18,488.00)	($586,037.05)	
TOTAL NON-BILLABLE		**($18,488.00)**	**($586,037.05)**	

TOTAL ACCOUNTS CREATED	**$258,309.00**	**$3,281,815.21**

Detailed Breakdown by Incident Type

INCIDENT TYPE	#INCIDENTS	% of TOTAL
111 - Building fire	69	1.34%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	20	0.39%
116 - Fuel burner/boiler malfunction, fire confined	1	0.02%
118 - Trash or rubbish fire, contained	3	0.06%
130 - Mobile property (vehicle) fire, other	1	0.02%
131 - Passenger vehicle fire	12	0.23%
142 - Brush or brush-and-grass mixture fire	3	0.06%
143 - Grass fire	3	0.06%
151 - Outside rubbish, trash or waste fire	3	0.06%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
155 - Outside stationary compactor/compacted trash fire	1	0.02%
160 - Special outside fire, other	2	0.04%
162 - Outside equipment fire	4	0.08%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	7	0.14%
300 - Rescue, EMS incident, other	80	1.55%
311 - Medical assist, assist EMS crew	128	2.48%
320 - Emergency medical service, other	10	0.19%
321 - EMS call, excluding vehicle accident with injury	3496	67.74%
322 - Motor vehicle accident with injuries	147	2.85%
323 - Motor vehicle/pedestrian accident (MV Ped)	20	0.39%
324 - Motor vehicle accident with no injuries.	23	0.45%
331 - Lock-in (if lock out , use 511)	19	0.37%
341 - Search for person on land	3	0.06%
342 - Search for person in water	1	0.02%
350 - Extrication, rescue, other	2	0.04%
352 - Extrication of victim(s) from vehicle	7	0.14%
353 - Removal of victim(s) from stalled elevator	4	0.08%
357 - Extrication of victim(s) from machinery	1	0.02%
360 - Water & ice-related rescue, other	1	0.02%
381 - Rescue or EMS standby	16	0.31%
411 - Gasoline or other flammable liquid spill	27	0.52%
412 - Gas leak (natural gas or LPG)	33	0.64%
413 - Oil or other combustible liquid spill	11	0.21%
421 - Chemical hazard (no spill or leak)	2	0.04%
422 - Chemical spill or leak	16	0.31%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	15	0.29%
440 - Electrical wiring/equipment problem, other	4	0.08%
441 - Heat from short circuit (wiring), defective/worn	1	0.02%
442 - Overheated motor	8	0.16%
443 - Breakdown of light ballast	2	0.04%
444 - Power line down	8	0.16%
445 - Arcing, shorted electrical equipment	10	0.19%

463 - Vehicle accident, general cleanup		2	0.04%
500 - Service Call, other		1	0.02%
511 - Lock-out		58	1.12%
520 - Water problem, other		3	0.06%
521 - Water evacuation		4	0.08%
522 - Water or steam leak		7	0.14%
531 - Smoke or odor removal		3	0.06%
542 - Animal rescue		13	0.25%
550 - Public service assistance, other		1	0.02%
551 - Assist police or other governmental agency		27	0.52%
552 - Police matter		16	0.31%
553 - Public service		106	2.05%
554 - Assist invalid		211	4.09%
555 - Defective elevator, no occupants		4	0.08%
561 - Unauthorized burning		70	1.36%
571 - Cover assignment, standby, moveup		1	0.02%
600 - Good intent call, other		46	0.89%
611 - Dispatched & cancelled en route		35	0.68%
621 - Wrong location		2	0.04%
622 - No incident found on arrival at dispatch address		10	0.19%
631 - Authorized controlled burning		20	0.39%
651 - Smoke scare, odor of smoke		9	0.17%
652 - Steam, vapor, fog or dust thought to be smoke		8	0.16%
661 - EMS call, party transported by non-fire agency		17	0.33%
671 - HazMat release investigation w/no HazMat		27	0.52%
700 - False alarm or false call, other		1	0.02%
713 - Telephone, malicious false alarm		1	0.02%
714 - Central station, malicious false alarm		11	0.21%
715 - Local alarm system, malicious false alarm		8	0.16%
731 - Sprinkler activation due to malfunction		24	0.47%
733 - Smoke detector activation due to malfunction		41	0.79%
734 - Heat detector activation due to malfunction		1	0.02%
735 - Alarm system sounded due to malfunction		39	0.76%
736 - CO detector activation due to malfunction		8	0.16%
741 - Sprinkler activation, no fire - unintentional		6	0.12%
742 - Extinguishing system activation		1	0.02%
743 - Smoke detector activation, no fire - unintentional		47	0.91%
744 - Detector activation, no fire - unintentional		5	0.10%
745 - Alarm system activation, no fire - unintentional		34	0.66%
746 - Carbon monoxide detector activation, no CO		2	0.04%
911 - Citizen complaint		1	0.02%
	TOTAL INCIDENTS:	5161	100.00%



Smoke Alarms Save Lives

463 - Vehicle accident, general	4	0.01%
500 - Service Call, other		0.02%
511 - Lock-out	12	0.12%
512 - Water problem, other	7	0.08%
522 - Water evacuation	1	0.01%
542 - Animal or animal bite	1	0.01%
551 - Assist the public	3	0.03%
552 - Animal rescue	1	0.01%
553 - Public service assistance, other		0.03%
554 - Assist police or other governmental agency	1	0.01%
555 - Police matter	10	0.11%
561 - Public service	14	0.15%
564 - Assist invalid	129	1.39%
565 - Defective elevator, no occupants		0.01%
581 - Unauthorized burning		
611 - Dispatched & canceled en route		0.03%
622 - No incident found on arrival at dispatch address		0.01%
631 - Authorized controlled burning	1	0.01%
651 - Smoke scare, odor of smoke		0.01%
671 - HazMat release investigation w/no HazMat	1	0.01%
691 - False alarm or false call, other	1	0.01%
700 - False alarm or false call, other		0.02%
715 - Unintentional transmission of alarm, other	1	0.01%
714 - Central station, manual initiation, other		0.01%
715 - Local alarm system, manual initiation, other	1	0.01%
721 - Bomb scare - no bomb	2	0.02%
733 - Smoke detector activation due to malfunction	1	0.01%
734 - Heat detector activation due to malfunction	1	0.01%
735 - Alarm system sounded due to malfunction	14	0.15%
736 - CO detector activation due to malfunction	1	0.01%
741 - Sprinkler activation, no fire - unintentional		0.01%
745 - Alarm system activation, no fire - unintentional	1	0.01%
746 - Carbon monoxide detector activation, no CO	2	0.02%
911 - Citizen complaint	1	0.01%

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VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred R. O. No. 88-18-19 by Police Chief, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurement for the Police Department for the period commencing April 1, 2018 and ending June 30, 2018; recommends filing the document.

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

4.5

R. O. No. 88 - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
August 6, 2018.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2018 and ending June 30, 2018.

Patrol and Investgations	2016 Actual	Y-T-D 06/30/17	2017 Actual	Y-T-D 06/30/18	2018 Goals
Homicide	1	0	0	0	0
Rape	21	7	24	11	20
Robbery	10	3	11	7	15
Aggravated Assualt	101	44	85	57	90
Violent Crime Total	133	54	120	75	125
Burglary	119	43	91	42	100
Theft	908	319	702	369	900
Motor Vehicle Theft	36	15	32	9	30
Arson	5	7	12	4	5
Property Crime Total	1,068	384	837	424	1,050
Percent of Offenses Cleared	55%	50%	46%	53%	70%
Value of Property Stolen	$497,952	$331,901	$554,070	$141,470	$500,00
Value of Property Recovered	$204,714	$107,131	$184,216	$45,547	$200,000
Percent of Stolen Recovered	41%	32%	33%	32%	40%
Accident Investigations	1,900	864	1,736	843	1,500
Traffic Stops	4,256	3,762	6,157	3220	No Goal
Traffic Arrests	2426	2,542	4,669	2623	No Goal
Other Arrests	3,692	1,478	3,006	1,703	No Goal
Speed Trailer Deployments	20	4	7	12	20
HVEE Deployments	N/A	2	6	8	12
Parking Tickets Issued	9,842	6,788	10,476	5,742	10,000
Bicycles Recovered	200	59	139	42	150
Involuntary Commitments	148	89	161	78	No Goal
Administration					
District Attorney Request for Digital Evidence	N/A	543	1,008	655	2,750
Open Records Requests	4,310	1,850	3,778	2,148	4,000
Nixle Messages Sent	234	131	263	141	250
Press Releases	30	16	25	27	50
Tweets	337	140	298	170	350
Facebook likes	6,000	7,103	8,045	9,080	9,000
Reported Crime Maps	104	54	103	48	104
Crime Comparison Reports	52	27	44	21	52
Burglary Reports	86	32	51	0	0

CHIEF OF POLICE

RHS/rcf file

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred R. O. No. 89-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurement for the Fire Department for the period commencing April 1, 2018 and ending June 30, 2018; recommends filing the document.

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

4.6

R. O. No. 89 - 18 - 19. By FIRE CHIEF. August 6, 2018.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2018 and ending June 30, 2018

Incident Types	2016 Actual	2nd Quarter 6/30/17	2017 Actual	2nd Quarter 6/30/18	2018 Goals
Fires	138	37	126	26	
Rescue & Emergency Medical Service	3,931	959	3,959	1,002	
Non Fires	938	302	1,077	266	
TOTAL	5,007	1,298	5,162	1,294	
Station Incident Count Per Station					
Station 1	1,507	401	1,549	375	
Station 2	965	227	988	251	
Station 3	1,212	340	1,309	322	
Station 4	785	209	814	210	
Station 5	509	107	451	131	
Out of City	29	14	51	5	
Fire Loss					
Number of Incidents	72	23	65	17	
Total Property Loss	$ 846,192	$ 83,450	$ 276,985	$160,900	
Total Content Loss	$ 312,690	$ 35,690	$ 126,541	$ 81,700	
Total Loss	$ 1,158,882	$ 119,140	$ 403,526	$242,600	
Average Loss	$ 16,095	$ 5,180	$ 6,208	$ 14,270	
Additional Workload					
Inspections	1,860	366	1,880	980	
School Safety Programs	183	5	183	9	
Training Hours	9,566	3,177	11,868	3,002	12,000
Investigations/Formal	138/10	36	70	26	
Effectiveness					
EMS Response Time Compliance (Seconds) ##		**80%**		**60%**	90%
Fire Response Time Compliance (Seconds) ##		**83%**		**78%**	90%
Resident Satisfaction Rating	1	1	1	1	1

Michael T. Romas

FIRE CHIEF

LHPS. actfile

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing April 1, 2018 and ending June 30, 2018.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: August 3, 2018 **MEETING DATE: August 13, 2018**

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	Sec. 50-564

BACKGROUND / ANALYSIS:
The Quarterly Report of Benchmarks for the Fire Department for the period commencing April 1, 2018 and ending June 30, 2018 is presented for information and discussion as required by section 50-564 of the Municipal code.

STAFF COMMENTS:
Highlights of the 2018 second quarter report are as follows:

- 12% decrease in Non-fire runs (302 to 266)
- 64% reduction in out-of-city responses (14 to 5)
- 50% increase in total fire loss cost ($119,140 to $242,600)
- 63% increase in completed fire inspections (366 to 980)
- EMS & Fire response times lower due to change in documentation, response protocols and interpretation of NFPA guidelines

ACTION REQUESTED:
Motion to recommend to Council to Approve the Report of Officer No. 89-18-19.

ATTACHMENTS: R.O. No. 89-18-19

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred R. O. No. 98-18-19 by City Clerk submitting various license applications; recommends granting the following applications:

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

No.	Name	Address
2366	Adams, Hannah E.	313 Vollrath Blvd.
2345	Anthony, Charles E.	2031 N. 13th Street
0770	Boy, Levi C.	3706 N. 48th Street
2348	Brandt, Brooke L.	W3718 South Drive, Plymouth
2365	Donlevy, Ceara N.	1420 S. 10th Street
9868	Eisold, Derric D.	1602 N. 28th Street
2364	Fetterer, Rachel M.	1120 Ontario Avenue
2350	Fors, Jennifer A.	2708 S. 15th Street
1527	Hoppe, David L.	1918 S. 17th Street
2363	Humphrey, Kayla D.	61 Green Bay Court, Sheboygan Falls
8232	Johnson, Stephanie M.	1634 Cambridge Avenue
2362	Justinger, Kevin L. (Club)	932 Ontario Avenue
0394	Klingbeil, Travis L.	1215 N. 10th Street
2344	Knight, Madeleine E.	1210 N. 62nd St. Apt.408, Wauwatosa
7174	La Fortune, Rebecca L.	4245 Honeysuckle Court Apt. F108
0476	Lawrenz, Randy G.	1008 Swift Avenue
2360	Looby, Kevin L. Sr.	4106 Driftwood Ct. Apt. B104
2349	Rodrigues, Brian C.	1525 N. 4th Street
2354	Russ, Emily R.	2616 Main Avenue
0683	Te Beest, Amanda R.	170 W Center Avenue, Cedar Grove
9361	Tewinkle, Melissa J.	3608 N. 20th Place Apt. D
0657	Tullberg, Daniel J.	1728 S. 14th Street
2346	Vogel, Jeremy T.	1943 N. 11th Street
2358	Wade, Katelyn R.	W5698 Highway A, Adell

Consent

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

No.	Name	Address
8348	Shalast, Cathline L.	1717 Garden Court
2361	Wright, Mary A.	604 Pinehurst Ct., Sheboygan Falls

_____ _____

_____ _____

_____ _____

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 Other Matters 9.1

R. O. No. 98 - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting various license applications for the period ending December 31, 2018 and June 30, 2020.

City Clerk

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

No.	Name	Address
2366	Adams, Hannah E.	313 Vollrath Blvd.
2345	Anthony, Charles E.	2031 N. 13th Street
0770	Boy, Levi C.	3706 N. 48th Street
2348	Brandt, Brooke L.	W3718 South Drive, Plymouth
2365	Donlevy, Ceara N.	1420 S. 10th Street
9868	Eisold, Derric D.	1602 N. 28th Street
2364	Fetterer, Rachel M.	1120 Ontario Avenue
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2346	Vogel, Jeremy T.	1943 N. 11th Street
2358	Wade, Katelyn R.	W5698 Highway A, Adell

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

No.	Name	Address
8348	Shalast, Cathline L.	1717 Garden Court
2361	Wright, Mary A.	604 Pinehurst Ct., Sheboygan Falls

AHPS

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred R. O. No. 99-18-19 by Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending June 30, 2018; recommends filing the document.

Consent

_____ _____

_____ _____

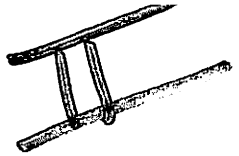
_____ _____

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



Other Matters 9.2

R. O. No. 99 - 18 - 19. By FINANCE DIRECTOR. August 6, 2018.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending June 30, 2018.

FINANCE DIRECTOR

Finance + Personnel
acc/file

CITY OF SHEBOYGAN
GENERAL FUND REVENUES
Year-to-date as of June 30, 2018

GENERAL FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Taxes	$ 16,240,705	$ 16,240,705	100.00%
Taxes (Other than property)	1,405,356	183,734	13.07%
Licenses and Permits	879,850	667,439	75.86%
Intergovernment Revenue	14,497,784	1,452,494	10.02%
Charges for Services	1,586,196	790,530	49.84%
Fines and Forfeits	288,789	176,976	61.28%
Interest on Investments	228,500	55,160	24.14%
Miscellaneous Revenue	165,115	126,367	76.53%
Other Financing Sources	1,693,621	668,107	39.45%
Total Revenue	$ 36,985,916	$ 20,361,512	55.05%

OVERVIEW
Year to date revenue are within budget expectations.

TAXES
Taxes are recorded in January when due.

TAXES (OTHER THAN PROPERTY)
Consists of payments in lieu of tax with the largest amount from the Water Utility recorded at year end.

LICENSES AND PERMITS
Consists of permits issued by Building Inspection and City Clerk.
Receipts are within budget expectations.

INTERGOVERMENTAL REVENUE
Consists of state revenues received in April, July and November.
Receipts are within budget expectations.

CHARGES FOR SERVICES
Consists of garbage fee, park rentals and cemetery charges.
Receipts are within budget expectations.

FINES AND FORFEITS
Consists of court penalty costs and parking violations.
Receipts exceed budget expectations.

INTEREST ON INVESTMENTS
Interest on investments at RBC and UBS recorded monthly.

MISCELLANEOUS REVENUE
Consists of city building rentals and sale of equipment.
Receipts exceed budget expectations.

OTHER FINANCING SOURCES
Consists of interfund transfer of funds transferred in June and December.

CITY OF SHEBOYGAN
GENERAL FUND EXPENDITURES
Year-to-date as of June 30, 2018

GENERAL FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
General Government	$ 3,783,334	$ 1,771,621	46.83%
Public Safety	20,890,137	10,388,587	49.73%
Public Works	8,600,207	3,803,964	44.23%
Health and Human Services	192,440	88,563	46.02%
Culture/Recreation	2,568,424	1,176,382	45.80%
Conservation and Development	333,009	195,750	58.78%
Intergovernmental	2,601	921	35.41%
Unclassified	1,364,677	28,294	2.07%
Total Expenditures	$ 37,734,829	$ 17,454,082	46.25%

OVERVIEW
Annual expenditures projected to be below or within budget.

GENERAL GOVERNMENT
Annual expenditures projected to be below or within budget.

PUBLIC SAFETY
Annual expenditures projected to be below or within budget.

PUBLIC WORKS
Annual expenditures projected to be below or within budget.

HEALTH AND HUMAN SERVICES
Annual expenditures projected to be below or within budget.

CULTURE AND RECREATION
Annual expenditures projected to be below or within budget.

CONSERVATION AND DEVELOPMENT
Annual expenditures projected to be within budget.

INTERGOVERNMENTAL
Intergovernmental transfers completed as budget is amended.

UNCLASSIFIED
Annual expenditures projected to be below or within budget.

CITY OF SHEBOYGAN
OTHER FUND REVENUES
Year-to-date as of June 30, 2018

OTHER FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	$ 8,578,074	$ 5,345,555	62.32%
Debt Service Funds	8,642,856	7,161,320	82.86%
Capital Project Funds	37,209,390	1,715,265	4.61%
Proprietary Funds	23,767,134	10,875,300	45.76%
Fiduciary Funds	17,264	6,418	37.18%
Total Revenue	$ 78,214,718	$ 25,103,858	32.10%

OVERVIEW
Year to date revenues are within budget expectations.

SPECIAL REVENUE FUNDS
Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, Storm Water and the E.H. Maywood Park Funds. Year to date revenues are within budget expectations.

DEBT SERVICE FUNDS
Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date revenues exceed expectations as tax recorded in January.

CAPITAL PROJECT FUNDS
Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date revenue projections are below expectations as the budget included contributions for the Butzen Sports Complex and issuance of debt for 2018 projects.

PROPRIETARY FUNDS
Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date revenues are within budget expectations.

FIDUCIARY FUNDS
Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. Year to date revenue projections are below budget expectations as interest is recorded at December 31.

WATER UTILITY
The Water Utility is not included as it is governed by the Board of Water Commissioners.

CITY OF SHEBOYGAN
OTHER FUND EXPENDITURES
Year-to-date as of June 30, 2018

OTHER FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	$ 8,871,984	$ 4,249,924	47.90%
Debt Service Funds	8,597,472	2,509,353	29.19%
Capital Project Funds	47,175,350	6,454,309	13.68%
Proprietary Funds	25,619,117	11,145,339	43.50%
Fiduciary Funds	2,000	-	0.00%
Total Expenditures	$ 90,265,923	$ 24,358,925	26.99%

OVERVIEW
Year to date expenditures are within budget expectations.

SPECIAL REVENUE FUNDS
Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, and Storm Water. Year to date expenditures are with budget expectations.

DEBT SERVICE FUNDS
Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date expenditures are below budget expectations, as the . majority of debt payments are in the fourth quarter of the year.

CAPITAL PROJECT FUNDS
Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date expenditures are below budget expectations largely due to completion of projects and no expenditures for the Butzen Sports Complex or City Hall renovations.

PROPRIETARY FUNDS
Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date expenditures are within budget expectations.

FIDUCIARY FUNDS
Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. The transfer to the General Fund is recorded in December.

WATER UTILITY
The Water Utility is not included as it is governed by the Board of Water Commissioners.

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Res. No. 58-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KCG Development, LLC.; recommends passing the Resolution.

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

III

5.3

Res. No. 58 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KCG Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and KCG Development, LLC, a copy of which is attached hereto and incorporated herein.

Finance/Personnel approve

Ronald Rindfleisch

James A. Bohren

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

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, City of Sheboygan _____, offers to purchase the Property known as [Street Address] Parcel Nos. 59281505690 and 59281505950 (approximately .66 acres of land) in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Ninety Thousand and 00/100 _____ Dollars ($ 90,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 0 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: _____

■ NOT INCLUDED IN PURCHASE PRICE: any fixtures, improvements, or equipment not currently affixed to the property _____.

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: Central Commercial.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before August 31, 2018. ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): _____

Buyer's recipient for delivery (optional): _____

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (_____) _____ Buyer: (_____) _____

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 9333 N. Meridian Street, Ste. 230, Indianapolis, IN 46260

Delivery address for Buyer: 606 N. 9th Street, Sheboygan, WI 53081

☑ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): Matt.Gilhooly@kcgcompanies.com

E-Mail address for Buyer (optional): Chad.Pelishek@sheboyganwi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 168-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE ~~and~~ On an as-is, where-is basis, Buyer acknowledges Seller does not currently own or operate the property, instead will convey land to Buyer as part of a simultaneous closing and cannot feasibly or legally provide representations as to its condition. SELLER

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than the date upon which Buyer obtains an interest in fee to the Property RLPC 7/26/18 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and any other items prorated to the Seller in connection with its acquisition of the Property.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- ☐ Current assessment times current mill rate (current means as of the date of closing)
- ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- ☑ Buyer to pay all amounts prorated to Seller in connection with its acquisition of the Property.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☑ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/.
Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
~~**BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.~~
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING ~~Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum,~~ Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

If, prior to closing, the Property is damaged in an amount greater than five percent (5%) of the selling price,

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

~~☐ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written~~ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or ~~525-534 or in an addendum attached per line 525.~~

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

~~■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party~~ in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an ~~appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
q. Lack of legal vehicular access to the Property from public roads.
r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
aa. Existing or abandoned manure storage facilities on the Property.
bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

☑ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: To Be Determined. Buyer acknowledges Seller's contingency on this offer that Buyer must allow Seller to use Parcel No. 59281505950 for the purposes of parking for the Badger State Lofts development. [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity_____; ☐ gas _____; ☐ sewer_____; ☐ water_____; ☐ telephone_____; ☐ cable _____; ☐ other_____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.
EARNEST MONEY
■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.
■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411 TIME IS OF THE ESSENCE "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; ~~(3)~~
412 ~~occupancy;~~ (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____.
414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.
417 TITLE EVIDENCE
418 ■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
419 **(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
420 **provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and any other encumbrances reflected in an owner's policy of title
424 insurance delivered under the terms of lines 429-431 of this Offer.
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429 ■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).
437 ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 180 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.
442 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. ~~Providing title evidence acceptable for closing does not~~
449 ~~extinguish Seller's obligations to give merchantable title to Buyer.~~
450 ■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**
458 ADDITIONAL PROVISIONS/CONTINGENCIES With respect to lines 306-308: the execution and delivery of a ground lease
459 agreement permitting this use, determined to be acceptable in the sole and absolute discretion of the Seller, is an explicit condition
460 precedent of Seller's obligation to convey the Property.
461 _____
462 The Seller shall have the right to repurchase the Property from Buyer within seven (7) years at the same purchase price for which
463 they are selling it to Buyer.
464 _____

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer ~~and request the return of the earnest money, sue for actual damages, or both. In addition, the Parties may seek any other remedies available in law or equity.~~

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.
■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

_____ on July 18, 2018.

(x) _____
Buyer's Signature▲ Print Name Here▶ City of Sheboygan By: Michael J. Vandersteen, Mayor Date▲

(x) _____
Buyer's Signature▲ Print Name Here▶ By: Meredith DeBruin, City Clerk Date▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

_____ Broker (by) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____ 7/26/18
Seller's Signature▲ Print Name Here▶ KCG Development, LLC By: ROBERT S. PASQUESI Date▲

(x) _____ 7/26/18
Seller's Signature▲ Print Name Here▶ By: MATTHEW GILLOOLY Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials▲ Date▲ Seller Initials▲ Date▲

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Res. No. 62-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Office of the City Administrator to proceed with the issuance of the City of Sheboygan 2019 community survey; recommends passing the Resolution.

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

5.7

III

Res. No. 62 - 18 - 19. By Alderpersons Rindfleisch and Donohue.
August 6, 2018.

A RESOLUTION authorizing the Office of the City Administrator to proceed with the issuance of the City of Sheboygan 2019 community survey.

WHEREAS, the Office of the City Administrator has identified the need to issue the 2019 community survey in conjunction with the recommendations of the Sheboygan For All Livability Task Force; and

WHEREAS, AARP has submitted some survey questions to the City for community survey consideration and has offered the City of Sheboygan a $4,000 grant to reimburse the City for cost associated with promoting and issuing the community survey; and

WHEREAS, the community survey will provide resident feedback to the City which will be helpful in updating the City's Strategic Plan, developing future budgets and service levels, and reviewing of the City's progress in meeting the goals of the Strategic Plan; and

WHEREAS, the community survey will be available to residents by an on-line survey service, Mead Public Library, City Clerk's Office and the Senior Activity Center.

RESOLVED, that the Common Council authorize the Office of the City Administrator to issue the City of Sheboygan 2019 community survey.

Finance/Personnel approve.

Ronald Rindfleisch
James A. Donohue

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

2019 City of Sheboygan Community Survey

Your input is needed to help shape the City of Sheboygan by taking our annual Community Survey. The City of Sheboygan and the Sheboygan for All Livability Task Force have joined together to capture additional information in the Community Survey for both entities to use in making improvements to Sheboygan for all ages. The survey should take 10-20 minutes to complete, all individual responses will be kept confidential, and total results will be shared publicly on the City's website.

* 1. **What is your 5-digit ZIP code? AARP**

2. What is the name of the city, village, or town that you live in?

3. **How would you rate your community as a place for people to live as they age? AARP**

- [ ] Excellent
- [ ] Very good
- [ ] Good
- [ ] Fair
- [ ] Poor

4. **How important is it for you to remain in your community as you age? AARP**

- [ ] Extremely important
- [ ] Very important
- [ ] Somewhat important
- [ ] Not so important
- [ ] Not at all important

5. **Do you own or rent your primary home -- or do you have some other type of living arrangement, such as living with a family member or friend? AARP**

- [ ] Own
- [ ] Rent
- [ ] Other type of living arrangement

6. What type of home is your primary home? AARP

- ◯ Single family home
- ◯ Mobile home
- ◯ Town home or duplex
- ◯ Apartment
- ◯ Condominium or coop

Other (please specify)

7. How important do you think it is to have the following in your community? AARP

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	◯	◯	◯	◯	◯
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	◯	◯	◯	◯	◯
Well-maintained and safe low-income housing	◯	◯	◯	◯	◯
Activities for residents 55 years of age and older	◯	◯	◯	◯	◯
Attracting and keeping businesses in Sheboygan	◯	◯	◯	◯	◯
Community events	◯	◯	◯	◯	◯
Drinking water	◯	◯	◯	◯	◯
Emergency medical services	◯	◯	◯	◯	◯
Fire services	◯	◯	◯	◯	◯
Leaf pick-up	◯	◯	◯	◯	◯
Library services	◯	◯	◯	◯	◯
Overall city administration	◯	◯	◯	◯	◯

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Police services	◯	◯	◯	◯	◯
Protecting our natural environment	◯	◯	◯	◯	◯
Public access to Lake Michigan	◯	◯	◯	◯	◯
Accessible and convenient public transportation	◯	◯	◯	◯	◯
Recycling and garbage services	◯	◯	◯	◯	◯
Residential yard waste pick-up	◯	◯	◯	◯	◯
Services for at-risk/under-priveleged citizens	◯	◯	◯	◯	◯
Street cleaning	◯	◯	◯	◯	◯
Well maintained streets	◯	◯	◯	◯	◯
Street tree maintenance	◯	◯	◯	◯	◯
Neighborhood support, such as Neighborhood Associations and event organization and coordination	◯	◯	◯	◯	◯
Support for arts in the community	◯	◯	◯	◯	◯
WSCS - Cable TV (city owned station)	◯	◯	◯	◯	◯
Zoning and land use	◯	◯	◯	◯	◯
Affordable public transportation	◯	◯	◯	◯	◯
Well-maintained public transportation vehicles	◯	◯	◯	◯	◯
Reliable public transportation	◯	◯	◯	◯	◯
Safe public transportation stops and areas	◯	◯	◯	◯	◯
Special transportation services for people with disabilities and older adults	◯	◯	◯	◯	◯
Easy to read traffic signs	◯	◯	◯	◯	◯

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Enforced speed limits	◯	◯	◯	◯	◯
Public parking lots, spaces and areas to park	◯	◯	◯	◯	◯
Affordable public parking	◯	◯	◯	◯	◯
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	◯	◯	◯	◯	◯
Audio/visual pedestrian crossings	◯	◯	◯	◯	◯
Driver education/refresher courses	◯	◯	◯	◯	◯

8. **Does the city where you live have the following? AARP**

	Yes	No	Not Sure
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	○	○	○
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	○	○	○
Well-maintained and safe parks that are within walking distance of your home	○	○	○
Public parks with enough benches	○	○	○
Sidewalks that are in good condition, free from obstruction and are safe for pedestrian use and accessible for wheelchairs or other assistive mobility devices	○	○	○
Well-maintained public buildings and facilities that are accessible to people of different physical abilities	○	○	○
Neighborhood watch programs	○	○	○

9. Does the community where you live have the following? AARP

	Yes	No	Not Sure
Accessible and convenient public transportation	◯	◯	◯
Affordable public transportation	◯	◯	◯
Well-maintained public transportation vehicles	◯	◯	◯
Reliable public transport	◯	◯	◯
Safe public transportation stops or areas	◯	◯	◯
Special transportation services for people with disabilities or older adults	◯	◯	◯
Well maintained streets	◯	◯	◯
Easy to read traffic signs	◯	◯	◯
Enforced speed limits	◯	◯	◯
Public parking lots, spaces and areas to park	◯	◯	◯
Affordable public parking	◯	◯	◯
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	◯	◯	◯
Audio/visual pedestrian crossings	◯	◯	◯
Driver education/refresher courses	◯	◯	◯

10. Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?

- ◯ Excellent
- ◯ Very Good
- ◯ Good
- ◯ Fair
- ◯ Poor

11. In your opinion, in which direction is the city headed?

- ◯ Improving
- ◯ Steady
- ◯ Declining

12. In general, how safe do you feel walking alone in your neighborhood during the day?

- ◯ Very safe
- ◯ Safe
- ◯ Unsafe
- ◯ Very unsafe
- ◯ N/A

13. How safe do you feel walking alone in your neighborhood after dark?

- ◯ Very safe
- ◯ Safe
- ◯ Unsafe
- ◯ Very unsafe
- ◯ N/A

14. If you feel unsafe, why do you feel unsafe?

15. How do you think the City of Sheboygan is doing in each of the following areas?

	Excellent	Good	Fair	Poor
Overall performance	◯	◯	◯	◯
Managing the taxpayer's money	◯	◯	◯	◯
Keeping citizens informed	◯	◯	◯	◯
Delivering services efficiently	◯	◯	◯	◯
Focusing on the priorities that matter most to citizens	◯	◯	◯	◯

16. Please indicate how well you think the city is doing in each area.

	Excellent	Good	Fair	Poor	No Opinion
Activities for residents 55 years of age and older	◯	◯	◯	◯	◯

	Excellent	Good	Fair	Poor	No Opinion
Attracting and keeping businesses in Sheboygan	○	○	○	○	○
Availability/condition of sidewalks and paths	○	○	○	○	○
Availability/condition of bike lanes and bike paths	○	○	○	○	○
City parks	○	○	○	○	○
Community events	○	○	○	○	○
Drinking water	○	○	○	○	○
Emergency medical services	○	○	○	○	○
Fire services	○	○	○	○	○
Leaf pick-up	○	○	○	○	○
Library services	○	○	○	○	○
Overall city administration	○	○	○	○	○
Pedestrian safety	○	○	○	○	○
Police services	○	○	○	○	○
Protecting our natural environment	○	○	○	○	○
Public access to Lake Michigan	○	○	○	○	○
Public transit services	○	○	○	○	○
Recycling and garbage collection	○	○	○	○	○
Residential yard waste collection	○	○	○	○	○
Services for at-risk/under-priveleged citizens	○	○	○	○	○
Street cleaning	○	○	○	○	○
Street maintenance and pavement	○	○	○	○	○
Street tree maintenance	○	○	○	○	○
Neighborhood support (Neighborhood Associations and organization/coordination)	○	○	○	○	○
Support for the arts in the community	○	○	○	○	○

	Excellent	Good	Fair	Poor	No Opinion
WSCS - Cable TV (city owned station)	◯	◯	◯	◯	◯
Zoning and land use	◯	◯	◯	◯	◯

17. How would you rate the overall services recieved from the following departments?

	Excellent	Good	Fair	Poor	No Opinion
Building Inspection	◯	◯	◯	◯	◯
City Administrator's Office	◯	◯	◯	◯	◯
City Attorney's Office	◯	◯	◯	◯	◯
City Clerk's Office	◯	◯	◯	◯	◯
Common Council	◯	◯	◯	◯	◯
Property Assessment	◯	◯	◯	◯	◯
Finance	◯	◯	◯	◯	◯
Fire	◯	◯	◯	◯	◯
Human Resources	◯	◯	◯	◯	◯
Housing Authority	◯	◯	◯	◯	◯
Information Technology	◯	◯	◯	◯	◯
Mayor's Office	◯	◯	◯	◯	◯
Mead Public Library	◯	◯	◯	◯	◯
Municipal Court	◯	◯	◯	◯	◯
Planning and Development	◯	◯	◯	◯	◯
Police	◯	◯	◯	◯	◯
Public Works	◯	◯	◯	◯	◯
Senior Activity Center	◯	◯	◯	◯	◯
Shoreline Metro	◯	◯	◯	◯	◯
Water Utility	◯	◯	◯	◯	◯

18. Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.

- [ ] City website
- [ ] Mayor's Sheboygan Press Column
- [ ] Sheboygan Insider (City's monthly e-newsletter)
- [ ] City Facebook
- [ ] Neighborhood Association meetings
- [ ] Mead Public Library website
- [ ] Mead Public Library Facebook
- [ ] Mead Public Library Instagram
- [ ] Mead Public Library lobby bulletin board
- [ ] Mead Public Library Twitter
- [ ] Mead Public Library Youtube
- [ ] Police Department website
- [ ] Police Department Facebook
- [ ] Police Department Nixie
- [ ] Shoreline Metro website
- [ ] Shoreline Metro Facebook
- [ ] Water utility website
- [ ] Water utility Facebook
- [ ] WSCS - Cable television channel
- [ ] WSCS website
- [ ] WSCS Facebook
- [ ] WSCS Twitter
- [ ] Nextdoor.com (neighborhood social-networking site)
- [ ] Sheboygan Press
- [ ] Sheboygan Sun
- [ ] Plymouth Review - The Beacon
- [ ] WHBL - Radio
- [ ] MySheboygan.com

Other (please specify)

19. The cost of providing city services continues to rise due to a number of factors. Those city services can be paid through property taxes, direct user fees and charges, or a combination of both. How would you prefer the city address rising costs? Please choose one answer.

- ◯ Increase property taxes - do not increase user fees.
- ◯ Use a combination of increased property taxes and user fees and charges
- ◯ Increase user fees and charges - do not increase property taxes
- ◯ Cut services
- ◯ No opinion

* 20. What are the most important reasons you or your family chose Sheboygan as a place to live? Choose only 3.

- [ ] Appearance of Neighborhood
- [ ] Proximity to major metropolitan areas
- [ ] Housing or apartment costs
- [ ] Low crime rates
- [ ] Proximity to family and friends
- [ ] Proximity to employment
- [ ] Property tax level
- [ ] Quality of schools
- [ ] Urban atmosphere
- [ ] Proximity to Lake Michigan
- [ ] City services
- [ ] Other

21. **In general, when compared to most people your age, how would you rate your health? AARP**

- [ ] Excellent
- [ ] Very good
- [ ] Good
- [ ] Fair
- [ ] Poor

22. **Are you male or female? AARP**

- ◯ Male
- ◯ Female

23. **What is your age as of your last birthday? AARP**

24. **What is your current marital status? AARP**

- ◯ Married
- ◯ Not married, living with partner
- ◯ Separated
- ◯ Divorced
- ◯ Widowed
- ◯ Never married

25. **Are you of Hispanic, Spanish, Latino origin or descent? AARP**

- ◯ Yes
- ◯ No

26. **What is your race and/or ethnicity? [CHECK ALL THAT APPLY] AARP**

- ☐ White or Caucasian
- ☐ Black or African American
- ☐ Asian or Asian American
- ☐ American Indian or Alaska Native
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Another race

Other (please specify)

27. What is your preferred language for city communication?

- ◯ English
- ◯ Other (please specify)

28. How long have you lived in Sheboygan?

- ◯ Less than 2 years
- ◯ 2 to 5 years
- ◯ 6 to 10 years
- ◯ 11 to 25 years
- ◯ More than 25 years

29. **What was your annual household income before taxes in the most recent tax year? AARP**

- ◯ Less than $10,000
- ◯ $10,000 to $19,999
- ◯ $20,000 to $29,999
- ◯ $30,000 to $49,999
- ◯ $50,000 to $74,999
- ◯ $75,000 to $99,999
- ◯ $100,000 to $149,000
- ◯ $150,000 or more

30. The city is reviewing its list of critical projects and potential new initiatives for implementation in 2019 and 2020. Please share with us any projects or initiatives that you would like the city to pursue in 2019 and 2020.

31. Please share with us any comments about city government and related services/projects you wish to make.

32. Thank you for taking time to complete the 2019 Community Survey. If you would like a chance to win a $100 Sheboygan County Chamber Cash Gift certificate, please provide your name, address, telephone number and email address in the spaces below.

Name	
Address	
Address 2	
City/Town	
State/Province	
ZIP/Postal Code	
Country	
Email Address	
Phone Number	

Thank you for your input!

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. XX-18-19, a resolution authorizing the issuance of the City of Sheboygan's 2019 community survey

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: July 23, 2018 **MEETING DATE:** August 13, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In anticipation of the Common Council's development of Strategic and Capital Planning for the calendar year 2020 and beyond, it is appropriate for the Common Council to ask citizens to provide feedback via a survey regarding city services. This is consistent with the 2017 - adopted Citizen Engagement Program.

In July 2016, the city conducted a comprehensive community survey which assisted the Common Council in the development of its 2017 – 2021 Strategic Plan.

STAFF COMMENTS:

City staff is recommending that a comprehensive survey be conducted once every three years as the city reviews its strategic plan. This survey accomplishes this task. During the interim years, i.e. 2017 and 2018, the city administered a more limited survey, with focus on questions regarding quality of city services and city departments.

The 2019 community survey is a bit unique in that efforts are combined with the Sheboygan For All Livability Task Force to capture the pertinent information requested by AARP. A $4,000 grant to support the initiation of this survey has been awarded by AARP. The feedback from this survey will be mutually beneficial in support of the city's commitment to provide a voice to citizens regarding services and needs in the community as well as the AARP Age Friendly / Livability designation.

Attached is a draft of the 2019 community survey for your consideration. The mandatory questions requested by AARP are indicated. The remaining questions follow a similar format to the comprehensive 2017 community survey.

The survey will be available to citizens through an on-line survey service in October, 2018. Printed surveys will be available at the Mead Public Library, the Senior Activity Center and

City Clerk's office and at several listening sessions as determined by the task forces for citizens that are unable to access the survey on-line.

ACTION REQUESTED:
Motion to recommend the Common Council to approve Res. No. XX-18-19 authorizing the issuance of the City of Sheboygan's 2019 community survey.

ATTACHMENTS:
I. Community survey
II. Res. No. XX-17-18, a resolution authorizing the issuance of the community survey.

VIII

2.14

R. C. No. 97 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Res. No. 63-18-19 by Alderpersons Rindfleisch and Bohren approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 17, City of Sheboygan, Wisconsin; recommends passing the Resolution.

Consent
Wolf/Donohue
Pass 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

5.8

Res. No. 63 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 17, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 17 (the "District") is proposed to be created by the City as a rehabilitation - conservation district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance+Personnel approve

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 24, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 17, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2018.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b).

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a rehabilitation - conservation district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the «clienttype», does not exceed 12% of the total equalized value of taxable property within the «clienttype».

   (e) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 17, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

5. The legal description for TID 17 is as follows:

Being all of Blocks 172, 173, 185, 186, 187, 200, 201, 202, 214, 215, 216, 230, 231, 232, 237, 238, 240, 243, 244, 245, 246, 247, 256, 257, 258, 259, 260, 261, 262, 263, 289, 292, and 293 of the Original Plat of the City of Sheboygan; also all of Lots 1 and 12 of Block 171, Part of Lots 2 and 11 of Block 171, all of Lots 1 and 12 of Block 188, part of Lots 2 and 11 of Block 188, all of Lots 1 and 12 of Block 199, part of Lots 2 and 11 of Block 199, all of Lots 1 and 12 of Block 217, part of Lots 2 and 11 of Block 217, all of Lots 11 and 12 of Block 248, all of Lots 1 and 12 of Block 255, and part of Lots 2 and 11 of Block 255 of said Original Plat of the City of Sheboygan; also part of Lot 2 of South Pier Plat; also all of Blocks 1 and 2 and all of Lots 1 and 2 of Block 14 all of South Side Land Company Addition; also part of the each of the following Right of Ways - Clara Avenue, Georgia Avenue, Alabama Avenue, Kentucky Avenue, Indiana Avenue, South Pier Drive, Illinois Avenue, Maryland Avenue, Virginia Avenue, Jefferson Avenue, Pennsylvania Avenue, Depot Street, South Commerce Street, South 14th Street, South 13th Street, South 12th Street, South 11th Street, South 10th Street, South 9th Street, South 8th Street, and South 7th Street; also parts of the vacated Right of Ways of the following - Illinois Avenue, Maryland Avenue, New Jersey Avenue, Indiana Avenue, Virginia Avenue, Kentucky Avenue, South Commerce Street, South Water Street, South 6th Street, and South 12th Street; all being part of the Southeast Quarter of Section 22, Part of the Southwest Quarter of Section 23, Part of the North Half of Section 26, Part of the Northeast Quarter of Section 27, All in Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and described as follows:

Beginning at the intersection of the East line of said Northeast Quarter of Section 27 and the South right-of-way line of Kentucky Avenue;

thence Westerly on and along the South right-of-way line of Kentucky Avenue, a distance of 1,025 feet, more or less, to the Southerly extension of the West line of the East 45 feet of Lot 11 in Block 255 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of the East 45 feet of Lot 11 in said Block 255 and its extension, a distance of 248 feet, more or less, to the North line of the Alley in said Block 255;

thence Easterly on and along said North line of the Alley in said Block 255, a distance of 15 feet, more or less, to the Southwest corner of the East Half of Lot 2 in said Block 255;

thence Northerly on and along the East Half of Lot 2 in said Block 255, a distance of 150 feet, more or less, to the Northwest corner of the East Half of Lot 2 in said Block 255 and the South right-of-way of Indiana Avenue;

thence Westerly on and along the South right-of-way of Indiana Avenue, a distance of 30 feet, more or less, to the Southerly extension of the West line of Lot 11 in Block 248 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of Lot 11 and its extension, a distance of 168 feet, more or less, to the North line of the Alley in said Block 248;

thence Easterly on and along the North line of the Alley in said Block 248, a distance of 120 feet, more or less, to the West right-of-way line of South 14th Street;

thence Northerly on and along the West right-of-way line of South 14th Street, a distance of 230 feet, more or less, to the North right-of-way line of Illinois Avenue;

thence Easterly on and along the North right-or-way line of Illinois Avenue, a distance of 480 feet, more or less, to the East right-of-way line of South 13th Street;

thence Southerly on and along the East right-of-way line of South 13th Street, a distance of 40 feet, more or less, to the North line of the South Half of vacated Illinois Avenue;

thence Easterly on and along the North line of the South Half of vacated Illinois Avenue, a distance of 160 feet, more or less, to a line 50 feet West and parallel to the centerline of the Chicago & North Western Railroad Company (Currently Union Pacific Railroad Company) Spur Track ICC No. 55;

thence Northeasterly on and along the line 50 feet West and parallel to the centerline of the Chicago & North Western Railroad Company (Currently Union Pacific Railroad Company) Spur Track ICC No. 55, a distance of 46 feet, more or less, to the North right-of-way line of vacated Illinois Avenue;
thence Easterly on and along the North right-of-way line of vacated Illinois Avenue, a distance of 255 feet, more or less, to the East right-of-way line of vacated 12th Street;

thence Southerly on and along the East right-of-way line of vacated 12th Street, a distance of 20 feet, more or less, to the South line of the vacated North 20 feet of Illinois Avenue;

thence Easterly on and along the South line of the vacated North 20 feet of Illinois Avenue, a distance of 360 feet, more or less, to the West right-of-way line of South 11th Street;

thence Northerly on and along the West right-of-way line of South 11th Street, a distance of 378 feet, more or less, to the North line of the South Half of vacated Maryland Avenue;

thence Westerly on and along the North line of the South Half of vacated Maryland Avenue, a distance of 300 feet, more or less, to the East right-of-way line of 12th Street;

thence Northerly on and along the East right-of-way line of 12th Street, a distance of 40 feet, more or less, to the North right-of-way line of Maryland Avenue;

thence Westerly on and along the North right-of-way line of Maryland Avenue, a distance of 225 feet, more or less, to the West line of the East 16 feet of Lot 11 in Block 217 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of the East 16 feet of Lot 11 in said Block 217 and its extension, a distance of 1,593 feet to the North right-of-way line of Pennsylvania Avenue;

thence Easterly on and along the North right-of-way line of Pennsylvania Avenue, a distance of 630 feet, more or less, to the West bank of the Sheboygan River;

thence Southeasterly on and along the West bank of the Sheboygan River, a distance of 2,150 feet, more or less, to the West right-of-way line of South 9th Street;

thence Southerly on and along the West right-of-way line of South 9th Street, a distance of 425 feet, more or less, to the North right-of-way line of Indiana Avenue;

thence Easterly and Northeasterly on and along the North right-of-way line of Indiana Avenue and the North right-of-way line of South 8th Street, a distance of 595 feet, more or less to the South bank of the Sheboygan River;

thence Easterly on and along the South bank of the Sheboygan River, a distance of 80 feet, more or less to the East right-of-way line of South 8th Street;

thence Southerly on and along the East right-of-way line of South 8th Street, a distance of 130 feet, more or less, to the North right-of-way line of South Pier Drive;

thence Easterly on and along the North right-of-way line of South Pier Drive, a distance of 217 feet, more or less, to the Southeast corner of Parcel 1, as shown in Document No. C2828 as filed on August 2, 2006 in the Sheboygan County Real Property Listing Dept;

thence Northwesterly on and along the East line of said Parcel 1, a distance of 97 feet, more or less, to the Northeast corner of said Parcel 1;

thence Northeasterly on and along the North line of Parcel 2, as shown in Document No. C2828 as filed on August 2, 2006 in the Sheboygan County Real Property Listing Dept, a distance of 382 feet, more or less, to the Northeast corner of said Parcel 2;

thence Southeasterly on and along the East line of said Parcel 2, a distance of 73 feet, more or less, to the Southeast corner of said Parcel 2;

thence Southerly, a distance of 105 feet, more or less, to the intersection of the South right-of-way line of Pier Drive and the South right-of-way line of Illinois Avenue;

thence Easterly on and along the South right-of-way line of Illinois Avenue, a distance of 1,200 feet, more or less, to the West bank of Lake Michigan;

thence Southerly on and along the West bank of Lake Michigan, a distance of 2400 feet, more or less, to the South line of Lot 2 in Block 14 of the South Side Land Company Addition;

thence Westerly on and along the South line of Lot 2 in Block 14 of the South Side Land Company Addition, a distance of 588 feet, more or less, to the West right-of-way line of South 7th Street;

thence Northerly on and along the West right-of-way line of South 7th Street, a distance of 100 feet, more or less, to the South right-of-way line of Clara Avenue;

thence Westerly on and along the South right-of-way line of Clara Avenue, a distance of 360 feet, more or less, to the East right-of-way line of South 8th Street;
thence Northerly on and along the East right-of-way line of South 8th Street, a distance of 645 feet, more or less, to the North right-of-way line of Georgia Avenue;

thence Easterly on and along the North right-of-way line of Georgia Avenue, a distance of 360 feet, more or less, to the West right-of-way line of South 7th Street;

thence Northerly on and along the West right-of-way line of South 7th Street, a distance of 720 feet, more or less, to the South right-of-way line of Kentucky Avenue;

thence Westerly on and along the South right-of-way line of Kentucky Avenue, a distance of 2,155 feet, more or less, to the Point of Beginning, containing 155 acres (6,751,800 square feet), more or less.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 20th **day of** August, 2018.

Dated August 22, 2018. , City Clerk

Approved August 22, 2018. , Mayor

Published August 25, 2018.
Certified August 22, 2018 to - Fin. Dir.; CA.; Planning; Atty.; Assessor

EHLERS
LEADERS IN PUBLIC FINANCE

July 26, 2018

Project Plan for the Creation of Tax Incremental District No. 17

City of Sheboygan
spirit on the lake.

Organizational Joint Review Board Meeting Held:	July 24, 2018
Public Hearing Held:	July 24, 2018
Consideration for Approval by Plan Commission:	July 24, 2018
Consideration for Adoption by Common Council:	Scheduled for: August 20, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: September (TBD), 2018

Joint Review Board

Mayor Michael Vandersteen	City Representative
Roger Te Stroete	Sheboygan County
Roy Kluss	Lakeshore Technical College District
Mark Boehlke	Sheboygan Area School District
Roberta Filicky-Peneski	Public Member

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SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 17 (the "TID" or "District") is proposed to be created by the City of Sheboygan ("City") as a rehabilitation - conservation district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately $32.9 million to undertake the projects listed in this Project Plan. The City anticipates completing the projects in multiple phases. The Expenditure Period of this District is 22 years from the date of adoption of the authorizing Resolution of the Common Council (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately $64 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2040; 6 years earlier than the 27 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Some of the sites proposed for development and/or redevelopment have remained vacant for several years due to lack of adequate infrastructure, possible environmental contamination, obsolete platting and ownership by multiple parties. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.

- In order to make the areas included within the District suitable for development and/or redevelopment, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; installation of a parking structure, development incentive payments, façade, grants and loans, and other associated costs. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development and/or redevelopment to occur, the City has determined that development and/or redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and/or redevelopment of the area is unlikely to occur.

- The conclusions from the Indiana Avenue Development Plan recommend the use of tax increment financing to promote development and redevelopment of the area.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

   - The development expected to occur is likely to generate approximately 75 jobs over the life of the District.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

   - If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

   - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City

reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b).

5. Based upon the findings, as stated above, the District is declared to be a rehabilitation - conservation District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

The District, consisting of 108 acres located along the Sheboygan River, Indiana Avenue and extending to Lake Michigan, is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a "Rehabilitation - conservation District" based upon a finding that at least 50%, by area, of the real property within the District is in need of rehabilitation - conservation work. In Section 5 of this Plan, the City has identified those properties within the District that meet the criteria of "rehabilitation - conservation areas" as defined in Wisconsin Statutes Section 66.1337(2m)(a) and relies on these characterizations as the basis for making the above finding.

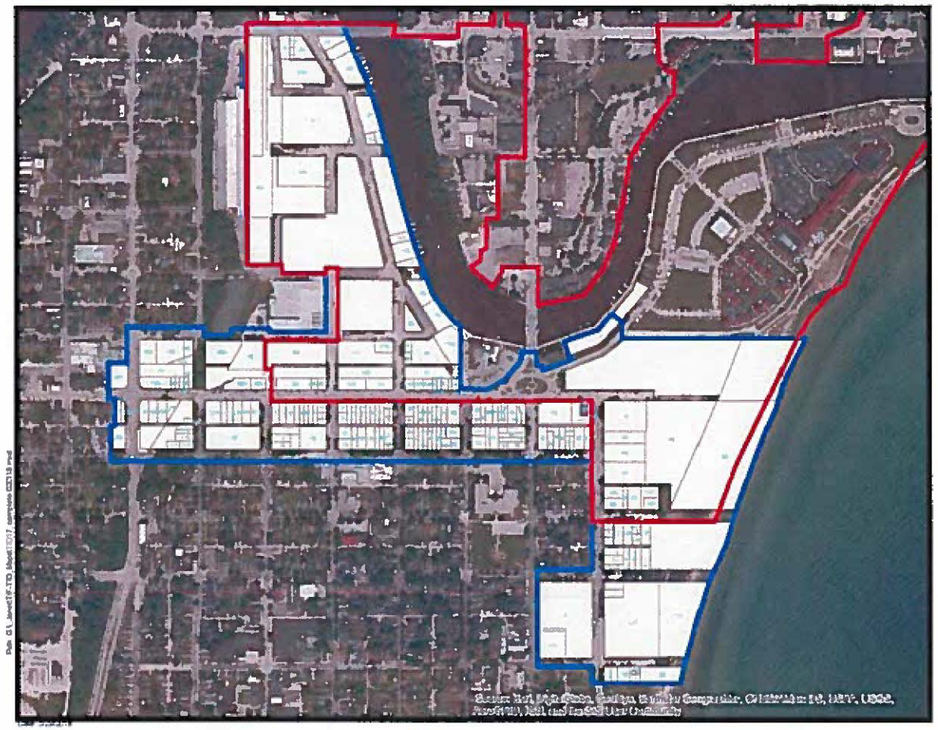
Creation of the District is intended to facilitate the development of an innovation community by providing the means to recover the costs of the public investment that will need to be made to attract and support that development.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that private development occurs within the District consistent with the City's development and redevelopment objectives. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote development and redevelopment within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to the rehabilitation - conservation of areas in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a rehabilitation - conservation District based on the identification and classification of the property included within the district.

SECTION 3:

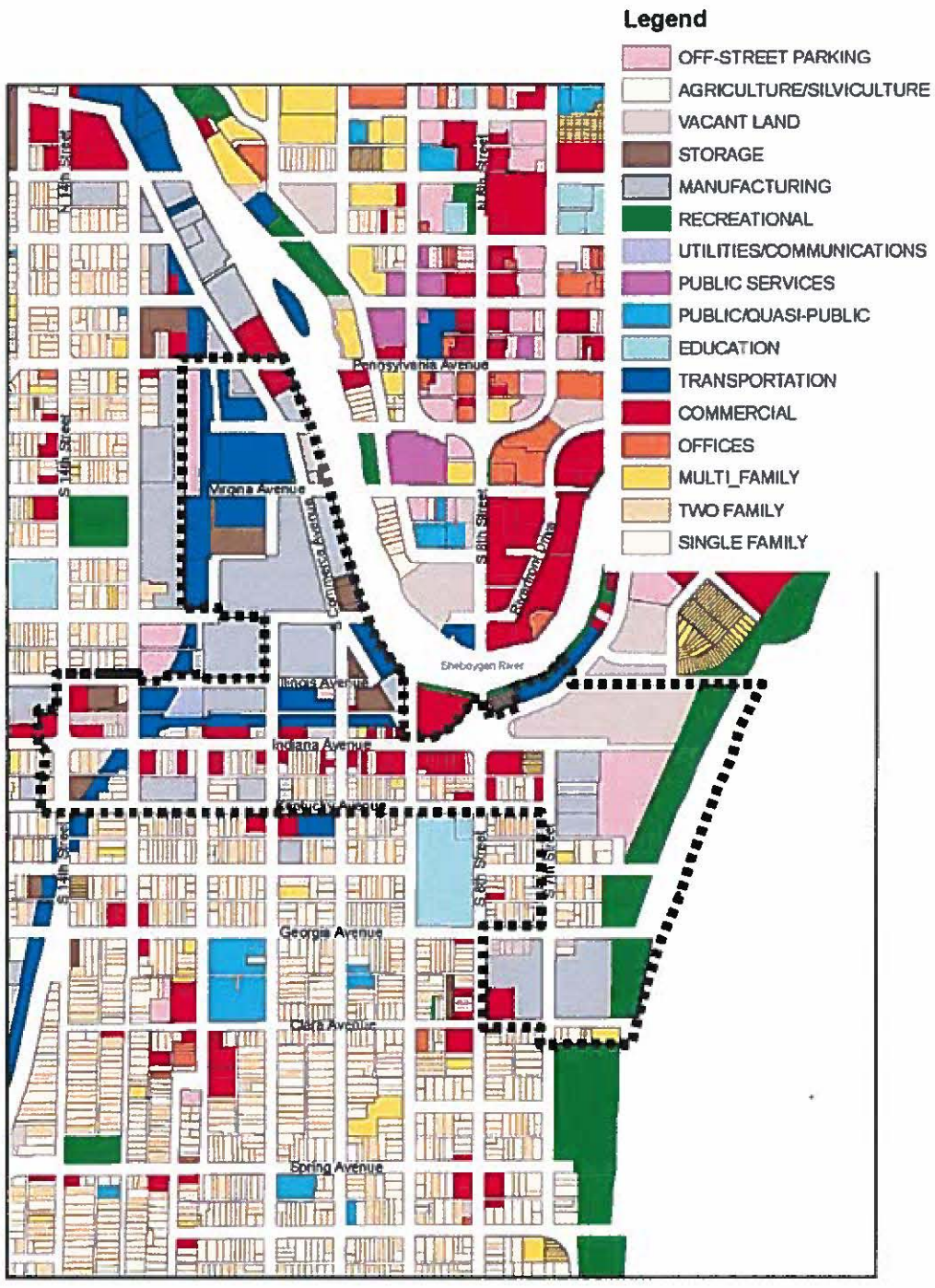
Preliminary Map of Proposed District Boundary



The shaded parcels outlined in Blue denote the proposed TID 17 boundaries
The shaded parcels outlined in Red denote the existing TID 6 boundaries

SECTION 4:

Map Showing Existing Uses and Conditions



TID 17 Land Use Map

SECTION 5:

Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

	Property Information						Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? Indicate TID #	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
0	59281318401	716 CLARA AVE	SHEBOYGAN PAPER BOX CO	3.35		5	147,500	875,600		1,023,100	100.00%	147,500	875,600	0	1,023,100			0.00
1	59281300140	502 INDIANA AVE	NEW MIDWEST PROPERTIES LLC	7.80	UI	6	595,900	0		595,900	100.00%	595,900	0	0	595,900		7.80	7.80
2	59281300180		CITY OF SHEBOYGAN	3.87	UI	6	0	0		0	100.00%	0	0	0	0		3.87	
3	59281300270	1114 S. 11TH ST.	ESSENTIAL HOMES LLC ROBERT M	0.04	CC		4,200	35,500		39,700	100.00%	4,200	35,500	0	39,700			0.00
4	59281300280	1110 S. 11TH ST.	FIRESIDE HOMES LLC	0.06	CC		5,100	34,700		39,800	100.00%	5,100	34,700	0	39,800			0.00
5	59281300290	1103 INDIANA AVE	ZECHUNSKI, JOHN J.	0.10	CC		22,800	168,000		190,800	100.00%	22,800	168,000	0	190,800		0.10	0.00
6	59281300310		HONOLD & LAPAGE, INC	0.10	CC		19,100	3,300		22,400	100.00%	19,100	3,300	0	22,400			0.10
7	59281300320	1111 INDIANA AVE	NUREK, BENJAMIN P VALERIE A	0.10	CC		6,300	37,200		43,500	100.00%	6,300	37,200	0	43,500		0.10	0.00
8	59281300330	1113 INDIANA AVE	VINCEVINEUS, MARY	0.10	CC		6,300	37,200		43,500	100.00%	6,300	37,200	0	43,500		0.10	0.00
9	59281300340		BRETT, EVANGELINE L	0.10	CC		1,700	0		1,700	100.00%	1,700	0	0	1,700		0.10	0.10
10	59281300350		HONOLD & LAPAGE, INC	0.19	CC		35,500	0		35,500	100.00%	35,500	0	0	35,500			0.19
11	59281300360	1121 INDIANA AVE	ARGIE INVESTMENTS, LLC ARGIROULA	0.12	CC		7,000	59,200		66,200	100.00%	7,000	59,200	0	66,200		0.12	0.00
12	59281300370	1129 INDIANA AVE	RUSCH, ROBERT INC	0.15	CC		33,800	146,800		180,600	100.00%	33,800	146,800	0	180,600		0.15	0.00
13	59281300380	1133 INDIANA AVE	BEARS, WENDY S.	0.15	CC		33,800	127,500		161,300	100.00%	33,800	127,500	0	161,300		0.15	0.00
14	59281300390		RUSCH, ROBERT INC	0.21	NR		27,000	3,100		30,100	100.00%	27,000	3,100	0	30,100		0.21	0.21
15	59281300400	1125 S. 12TH ST.	WEBER, JAYNE A.	0.14	NR		8,800	62,700		71,500	100.00%	8,800	62,700	0	71,500			0.00
16	59281300410	1129 S. 12TH ST.	RICHTER, TYLER J.	0.14	NR		8,800	47,600		56,400	100.00%	8,800	47,600	0	56,400			0.00
17	59281300420	1122 KENTUCKY AVE	ARNOLD, JOHN D. SHARON E.	0.14	NR		9,300	49,600		58,900	100.00%	9,300	49,600	0	58,900			0.00
18	59281300430	1128 S. 11TH ST.	HONOLD & LAPAGE, INC	0.62	CC		56,700	519,500		576,200	100.00%	56,700	519,500	0	576,200			0.00
19	59281300440	1117 S. 10TH ST.	LUECK, MARK A.	0.07	CC		6,700	42,600		48,800	100.00%	6,700	42,600	0	48,800			0.00
20	59281300450	1108 S. 10TH ST.	BRAMI, MARC E. RHONDA	0.07	CC		15,000	62,300		77,300	100.00%	15,000	62,300	0	77,300		0.07	0.00
21	3	1005 INDIANA AVE	CORSON, MARTIN DEBORAH	0.07	CC		6,200	31,800		38,000	100.00%	6,200	31,800	0	38,000		0.07	0.00
22	59281300470	1009 INDIANA AVE	SHRICEL, RICHARD A JUDITH A	0.11	CC		24,000	78,100		102,100	100.00%	24,000	78,100	0	102,100		0.11	0.00
23	59281300480	1011 INDIANA AVE	GREEN SEED STUDIOS, LLC	0.10	CC		21,000	110,800		131,800	100.00%	21,000	110,800	0	131,800		0.10	0.00
24	59281300490	1015 INDIANA AVE	SHEBOYGAN SOUTH, LLC	0.11	CC		6,400	15,400		21,800	100.00%	6,400	15,400	0	21,800		0.11	0.00
25	59281300500	1017 INDIANA AVE	DELIGIANNIS, CHRIST R.	0.10	CC		6,300	30,900		37,200	100.00%	6,300	30,900	0	37,200		0.10	0.00
26	59281300510	1019 INDIANA AVE	SESSLER, STEVEN J.	0.10	CC		6,300	40,800		47,100	100.00%	6,300	40,800	0	47,100		0.10	0.00
27	59281300520	1023 INDIANA AVE	WOOSLEY, JACKIE D. MICHELLE L.	0.10	CC		6,300	46,800		53,100	100.00%	6,300	46,800	0	53,100		0.10	0.00
28	59281300530	1027 INDIANA AVE	OLIVAS, MIGUEL A SARA	0.10	CC		6,300	35,200		41,500	100.00%	6,300	35,200	0	41,500		0.10	0.00
29	59281300540	1029 INDIANA AVE	OLIVAS, MIGUEL SARA	0.10	CC		6,300	37,300		43,600	100.00%	6,300	37,300	0	43,600		0.10	0.00
30	59281300550	1035 INDIANA AVE	OLIVAS, MIGUEL A. ATANACIA	0.10	CC		22,500	102,800		125,300	100.00%	22,500	102,800	0	125,300		0.10	0.00
31	59281300560	1113 S. 11TH ST.	OLIVAS, MIGUEL A SARA	0.10	CC		8,600	30,100		38,700	100.00%	8,600	30,100	0	38,700		0.10	0.00
32	59281300570		HONOLD & LAPAGE, INC	0.16	CC		21,100	4,000		25,100	100.00%	21,100	4,000	0	25,100			0.16
33	59281300580		HONOLD & LAPAGE, INC	0.15	CC		19,400	4,400		23,800	100.00%	19,400	4,400	0	23,800			0.15
34	59281300590	1026 KENTUCKY AVE	KAILANI BLUE PROPERTIES LLC	0.14	CC		8,100	37,300		45,400	100.00%	8,100	37,300	0	45,400			0.00
35	59281300600	1022 KENTUCKY AVE	WAGNER, STEVEN A	0.17	NR		9,800	41,700		51,500	100.00%	9,800	41,700	0	51,500			0.00
36	59281300610	1016 KENTUCKY AVE	RYAN, MATTHEW E	0.21	NR		11,400	42,400		53,800	100.00%	11,400	42,400	0	53,800			0.00
37	59281300620	1012 KENTUCKY AVE	LONGORIA, MARIA V	0.10	NR		6,300	29,200		35,500	100.00%	6,300	29,200	0	35,500			0.00
38	59281300630	1010 KENTUCKY AVE	WALKER, NANCIE L	0.10	NR		6,300	36,600		42,900	100.00%	6,300	36,600	0	42,900			0.00
39	59281300640	1132 S. 10TH ST.	REESE, DAVID B	0.05	NR		4,900	21,900		26,800	100.00%	4,900	21,900	0	26,800			0.00
40	59281300680	905 INDIANA AVE	ADHIKARI, BASUDEV	0.74	CC		79,700	193,600		273,300	100.00%	79,700	193,600	0	273,300			0.00
41	59281300690	911 INDIANA AVE	DARK HORSE PROPERTIES LLC	0.17	CC & NR		37,500	167,800		205,300	100.00%	37,500	167,800	0	205,300			0.00
42	59281300700	913 INDIANA AVE	GOEBEL, DUSTIN T DORA O	0.10	CC		22,500	68,800		91,300	100.00%	22,500	68,800	0	91,300			0.00
43	59281300710	915 INDIANA AVE	BRAMI, MARC E RHONDA R	0.10	CC		6,300	36,700		43,000	100.00%	6,300	36,700	0	43,000		0.10	0.00
44	59281300720	919 INDIANA AVE	NORMAN, DORAN A.	0.10	CC		6,300	34,900		41,200	100.00%	6,300	34,900	0	41,200		0.10	0.00
45	59281300730	923 INDIANA AVE	MARAVIGLIA, DEBRA D	0.10	CC		6,300	32,600		38,900	100.00%	6,300	32,600	0	38,900		0.10	0.00
46	59281300740	925 INDIANA AVE	PENA, FERNANDO M	0.10	CC		22,500	54,500		77,000	100.00%	22,500	54,500	0	77,000		0.10	0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information								Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? Indicate TID #		Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
47	59281300750	929 INDIANA AVE	PENA, JAVIER	0.10	CC			6,300	50,000		56,300	100.00%	6,300	50,000	0	56,300			0.00
48	59281300760	933 INDIANA AVE	CORSON, MARTIN	0.14	CC			30,000	177,100		207,100	100.00%	30,000	177,100	0	207,100			0.00
49	59281300765	1113 S. 10TH ST	CORSON, MARTIN L DEBORAH A	0.07	CC			6,200	47,700		53,900	100.00%	6,200	47,700	0	53,900			0.00
50	59281300770	1119 S. 10TH ST.	POCIAN, RICHARD A	0.05	NR			4,900	31,800		36,700	100.00%	4,900	31,800	0	36,700			0.00
51	59281300780	1121 S. 10TH ST.	DNA LLC	0.05	NR			4,900	25,700		30,600	100.00%	4,900	25,700	0	30,600			0.00
52	59281300790	1131 S. 10TH ST	GILLES, STEPHEN G.	0.10	NR			8,100	40,400		48,500	100.00%	8,100	40,400	0	48,500			0.00
53	59281300800	930 KENTUCKY AVE	MEYER, RONALD	0.10	NR			6,300	32,300		38,600	100.00%	6,300	32,300	0	38,600			0.00
54	59281300810	928 KENTUCKY AVE	VOIGHT ETAL, JEFFREY L	0.10	NR			6,300	44,100		50,400	100.00%	6,300	44,100	0	50,400			0.00
55	59281300820	924 KENTUCKY AVE	DURHAM, D LORI	0.10	NR			6,300	28,800		35,100	100.00%	6,300	28,800	0	35,100			0.00
56	59281300830	922 KENTUCKY AVE	SUKOWATY, WILLIAM C.	0.10	NR			6,300	30,500		36,800	100.00%	6,300	30,500	0	36,800			0.00
57	59281300840	918 KENTUCKY AVE	HILDEBRAND, JUSTIN D	0.10	NR			6,300	35,600		41,900	100.00%	6,300	35,600	0	41,900			0.00
58	59281300850	914 KENTUCKY AVE	METALA, JASON P JULIE	0.10	NR			6,300	52,500		58,800	100.00%	6,300	52,500	0	58,800			0.00
59	59281300880	904 KENTUCKY AVE	XIONG, XAI T SONG V	0.10	NR			8,100	36,600		44,700	100.00%	8,100	36,600	0	44,700			0.00
60	59281300890	1118 S. 9TH ST.	MEYER, DAVID E.	0.15	NR			10,500	66,400		76,900	100.00%	10,500	66,400	0	76,900			0.00
61	59281300900		CITY OF SHEBOYGAN	0.11	CC			0	0		0	100.00%	0	0	0	0		0.11	
62	59281300910		CITY OF SHEBOYGAN	0.09	CC			0	0		0	100.00%	0	0	0	0		0.09	
63	59281300940	811 INDIANA AVE	RANIERI LLC	0.21	CC			45,000	133,000		178,000	100.00%	45,000	133,000	0	178,000			0.00
64	59281300950	813A INDIANA AVE	RANIERI LLC	0.07	CC			15,000	19,900		34,900	100.00%	15,000	19,900	0	34,900			0.00
65	59281300960		RANIERI LLC	0.08	CC			16,500	2,500		19,000	100.00%	16,500	2,500	0	19,000			0.08
66	59281300970	817 INDIANA AVE	REPINSKI, DAVID	0.08	CC			16,500	26,000		42,500	100.00%	16,500	26,000	0	42,500			0.00
67	59281300980		REPINSKI, DAVID A.	0.12	CC			27,000	0		27,000	100.00%	27,000	0	0	27,000			0.12
68	59281301000		REPINSKI, DAVID A.	0.17	CC			37,500	0		37,500	100.00%	37,500	0	0	37,500			0.17
69	59281301010	829 INDIANA AVE	REPINSKI, DAVID A.	0.10	CC			22,500	105,200		127,700	100.00%	22,500	105,200	0	127,700			0.00
70	59281301020	831 INDIANA AVE	REPINSKI, DAVID A.	0.17	CC			36,000	265,200		301,200	100.00%	36,000	265,200	0	301,200			0.00
71	59281301030		REPINSKI, DAVID A.	0.04	CC			9,000	0		9,000	100.00%	9,000	0	0	9,000			0.04
72	59281301040	1119 S. 9TH ST.	TESOVNIK, EDWARD A	0.12	NR			8,600	59,400		68,000	100.00%	8,600	59,400	0	68,000			0.00
73	59281301050	834 KENTUCKY AVE	KREPSKY, ROBERT A.	0.19	NR			12,000	69,400		81,400	100.00%	12,000	69,400	0	81,400			0.00
74	59281301060	826 KENTUCKY AVE	GRAY, PETER	0.10	NR			6,300	52,000		58,300	100.00%	6,300	52,000	0	58,300			0.00
75	59281301070	824 KENTUCKY AVE	SHEB RECEIVING HOME INC	0.21	NR			0	0		0	100.00%	0	0	0	0			
76	59281301080	816 KENTUCKY AVE	SCHWEFEL, ARTHUR A L	0.07	CC			6,600	36,700		43,300	100.00%	6,600	36,700	0	43,300			0.00
77	59281301090		RANIERI LLC	0.06	CC			4,500	2,700		7,200	100.00%	4,500	2,700	0	7,200			0.06
78	59281301100	1132 S. 8TH ST.	MI LAPLANT CONTRACTORS OR	0.14	CC			18,000	109,700		127,700	100.00%	18,000	109,700	0	127,700			0.00
79	59281301110	1126 S. 8TH ST.	RANIERI LLC	0.12	CC			6,700	34,500		41,200	100.00%	6,700	34,500	0	41,200			0.00
80	59281301120	1122 S. 8TH ST.	RANIERI LLC	0.12	CC			6,700	27,600		34,300	100.00%	6,700	27,600	0	34,300			0.00
81	59281301130	1120 S. 8TH ST.	ROCK CONTRACTING LLC	0.11	CC			6,800	30,500		37,300	100.00%	6,800	30,500	0	37,300			0.00
82	59281301180	725 INDIANA AVE	LISEC LLC	0.76	CC			149,100	292,600		441,700	100.00%	149,100	292,600	0	441,700			0.00
83	59281301190	1129 S. 8TH ST.	TORRUOS & OLIVARES, LLC	0.21	CC			45,000	112,200		157,200	100.00%	45,000	112,200	0	157,200			0.00
84	59281301200	730 KENTUCKY AVE	SWEIGERT INVESTMENTS LLC	0.11	UR			7,300	40,500		47,800	100.00%	7,300	40,500	0	47,800			0.00
85	59281301210	726 KENTUCKY AVE	WIRTZ, JEFFREY J	0.16	UR			8,600	55,900		64,500	100.00%	8,600	55,900	0	64,500			0.00
86	59281301220	722 KENTUCKY AVE	MC CARTY, CONNIE M	0.14	UR			8,100	26,000		34,100	100.00%	8,100	26,000	0	34,100			0.00
87	59281301230	716 KENTUCKY AVE	SCHWEFEL, ARTHUR JR. DONNA E.	0.06	UR			4,900	31,200		36,100	100.00%	4,900	31,200	0	36,100		0.06	0.00
88	59281301240	714 KENTUCKY AVE	SCHWEFEL, ARTHUR A L	0.06	UR			4,900	26,900		31,800	100.00%	4,900	26,900	0	31,800			0.00
89	59281301250	714A KENTUCKY AVE	JUAREZ, TOBIAS	0.08	UR			4,500	29,700		34,200	100.00%	4,500	29,700	0	34,200			0.00
90	59281301270	708 KENTUCKY AVE	BEHNKE, FREDERICK E BONNIE M	0.24	UR			12,900	62,500		75,400	100.00%	12,900	62,500	0	75,400			0.00
91	59281301280	1120 S. 7TH ST.	BEHNKE, FREDERICK E. BONNIE M.	0.17	UR			14,200	77,800		92,000	100.00%	14,200	77,800	0	92,000			0.00
92	59281301290	627 INDIANA AVE	SHEB SCREW PRODUCTS INC	1.26	UI	6		211,900	100		212,000	100.00%	211,900	100	0	212,000		1.26	1.26
93	59281301300		NEW MIDWEST PROPERTIES LLC	4.53	UI	6		332,700	0		332,700	100.00%	332,700	0	0	332,700		4.53	4.53
94	59281301305	1133 S. 7TH ST.	B & B PARTNERSHIP	0.74	UI	6		57,900	416,800		474,700	100.00%	57,900	416,800	0	474,700		0.74	0.00
95	59281301306	1127 S. 7TH ST.	MAJDACIC, DAVID G.	0.49	UI	6		64,300	37,600		101,900	100.00%	64,300	37,600	0	101,900		0.49	0.49
96	59281301315		CITY OF SHEBOYGAN	6.85	NR	6		0	0		0	100.00%	0	0	0	0		6.85	
97	59281301330	1213 S. 7TH ST.	JL RESOURCES LLC	0.92	UI	6		145,100	90,200		235,300	100.00%	145,100	90,200	0	235,300		0.92	0.92
98	59281301340	1217 S. 7TH ST.	GLIPSKY, JOHN G LAURA L	0.23	NR	6		12,100	34,800		46,900	100.00%	12,100	34,800	0	46,900			0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information						Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? (Indicate TID #)	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
99	59281301350	1229 S 7TH ST	GRECH, ALEX W.	0.21	NR	6	27,000	152,200		179,200	100.00%	27,000	152,200	0	179,200			0.00
100	59281301360	624 ALABAMA AVE	THOMPSON, JODY E	0.10	NR	6	15,700	81,700		97,400	100.00%	15,700	81,700	0	97,400			0.00
101	59281301370	618 ALABAMA AVE	SCHARRER, WILMA	0.31	NR	6	48,000	180,900		228,900	100.00%	48,000	180,900	0	228,900			0.00
102	59281301380		JCDN ENTERPRISES LLC	0.23	NR	6	77,000	0		77,000	100.00%	77,000	0	0	77,000			0.23
103	59281301390	606 ALABAMA AVE	JCDN ENTERPRISES LLC	0.18	NR	6	68,000	174,500		242,500	100.00%	68,000	174,500	0	242,500			0.00
104	59281303130		CITY OF SHEBOYGAN	3.55	NR		0	0		0	100.00%	0	0	0	0		3.55	
105	59281303140	609 ALABAMA AVE	ECKER, ROBERT W LINDA S	0.21	NR		55,100	212,200		267,300	100.00%	55,100	212,200	0	267,300			0.00
106	59281303150	613 ALABAMA AVE	LINDALL, RICK J	0.04	NR		10,300	24,800		35,100	100.00%	10,300	24,800	0	35,100			0.00
107	59281303160	617 ALABAMA AVE	LA DUSIRE, JOHN H.	0.06	NR		16,100	31,800		47,900	100.00%	16,100	31,800	0	47,900			0.00
108	59281303170	611 ALABAMA AVE	HANSON LIVING TRUST	0.11	NR		12,800	278,800		291,600	100.00%	12,800	278,800	0	291,600			0.00
109	59281303180	623 ALABAMA AVE	DICKERT, ROBERT	0.21	NR		33,200	151,700		184,900	100.00%	33,200	151,700	0	184,900			0.00
110	59281303190	629 ALABAMA AVE	GLIPSKY, JOHN G LAURA L	0.21	NR		33,200	53,600		86,800	100.00%	33,200	53,600	0	86,800			0.00
111	59281303200	1301 S. 7TH ST	MONTES, VENUSTIANO MARIA LOURDES	0.07	NR		7,700	72,000		79,700	100.00%	7,700	72,000	0	79,700			0.00
112	59281303210	1307 S. 7TH ST	SUKOWATY, WILLIAM C.	0.07	NR		7,800	46,300		54,100	100.00%	7,800	46,300	0	54,100			0.00
113	59281303220	1313 S. 7TH ST	LANGE ETAL, EARL EDWARD	0.07	NR		7,800	39,700		47,500	100.00%	7,800	39,700	0	47,500			0.00
114	59281303230	1319 S. 7TH ST	LONGO TRUST JAMES L	0.14	NR		11,000	30,000		41,000	100.00%	11,000	30,000	0	41,000			0.00
115	59281303240	1323 S. 7TH ST	LARSON, ERIC R	0.18	NR		13,700	44,300		58,000	100.00%	13,700	44,300	0	58,000			0.00
116	59281303250	1331 S. 7TH ST	FENN, SCOTT R	0.07	NR		6,600	74,200		80,800	100.00%	6,600	74,200	0	80,800			0.00
117	59281303270	624 GEORGIA AVE	FISCHER, JAMES H PEGGY	0.10	NR		22,200	81,700		103,900	100.00%	22,200	81,700	0	103,900			0.00
118	59281303290	624A GEORGIA AVE	HILBERT, CHRISTINE Y	0.07	NR		9,000	36,600		45,600	100.00%	9,000	36,600	0	45,600		0.07	0.00
119	59281303300	618 GEORGIA AVE	DREPS, WILLIAM A.	0.14	NR		23,700	46,400		70,100	100.00%	23,700	46,400	0	70,100		0.14	0.00
120	59281303310	616 GEORGIA AVE	DREPS, WILLIAM A.	0.14	NR		23,700	44,400		68,100	100.00%	23,700	44,400	0	68,100			0.00
121	59281303320	610 GEORGIA AVE	VANAKEREN, JOHN N	0.21	NR		55,100	103,400		158,500	100.00%	55,100	103,400	0	158,500			0.00
122	59281303350		CITY OF SHEBOYGAN	2.91	NR		0	0		0	100.00%	0	0	0	0		2.91	
123	59281303390		SHEBOYGAN LAKEVIEW	0.14	NR		13,200	0		13,200	100.00%	13,200	0	0	13,200		0.14	0.14
124	59281303400	1407 S. 7TH ST.	HEMSING, MARY JANE JF/TM/SR & JD	0.14	NR		13,200	52,700		65,900	100.00%	13,200	52,700	0	65,900			0.00
125	59281318390		SHEBOYGAN LAKEVIEW PROPERTY LLC	3.85	PUD		829,500	0		829,500	100.00%	829,500	0	0	829,500			3.85
126	59281318410	1447 S. 8TH ST.	BOARDWALK ON 8TH, LLC	0.76	NC		94,400	220,200		314,600	100.00%	94,400	220,200	0	314,600			0.00
127	59281318430		BOARDWALK ON 8TH, LLC	0.07	NC	5	7,800	3,000		10,800	100.00%	7,800	3,000	0	10,800			0.07
128	59281319015	607 CLARA AVE	BURKARD, KATHLEEN	0.64	UR		111,000	133,900		244,900	100.00%	111,000	133,900	0	244,900			0.00
129	59281319030	625 CLARA AVE	MONTGOMERY, JEREMIAH J	0.20	UR		15,100	66,900		82,000	100.00%	15,100	66,900	0	82,000			0.00
130	59281319040	629 CLARA AVE	PIEL, RICHARD C. & KARI KARI	0.09	UR		8,300	40,500		48,800	100.00%	8,300	40,500	0	48,800			0.00
131	59281319050	1503 S. 7TH ST.	YANG, SOUA & KOU VUE KOU VUE	0.10	UR		8,700	55,600		64,300	100.00%	8,700	55,600	0	64,300			0.00
132	59281502730		UNION PACIFIC RR COMPANY	2.08	RR	6	0	0		0	100.00%	0	0	0	0			
133	59281502731		PRIGGE'S CHARTERED BUSES	1.89	UI	6	99,000	28,700		127,700	100.00%	99,000	28,700	0	127,700			1.89
134	59281502820	1119 PENNSYLVANIA AVE	C A. FLIPSE SONS CO.	0.33	UC	6	46,300	357,400		403,700	100.00%	46,300	357,400	0	403,700			0.00
135	59281502830		CRAMER HOLDINGS, LLC	0.05	UC	6	6,500	0		6,500	100.00%	6,500	0	0	6,500			0.05
136	59281502835		PRIGGE'S CHARTER BUSES,	0.05	UC	6	6,500	0		6,500	100.00%	6,500	0	0	6,500			0.05
137	59281502840	1131 PENNSYLVANIA AVE	PRIGGE'S CHARTERED BUSES	0.24	UC	6	31,700	183,700		215,400	100.00%	31,700	183,700	0	215,400			0.00
138	59281502845	1139 PENNSYLVANIA AVE	PRIGGE'S CHARTERED BUSES	0.31	UC	6	34,900	411,000		445,900	100.00%	34,900	411,000	0	445,900			0.00
139	59281502860	520 S COMMERCE ST	PRIGGE'S CHARTERED BUSES	0.96	UC	6	62,600	306,000		368,600	100.00%	62,600	306,000	0	368,600			0.00
140	59281502870	525 S COMMERCE ST	RIVERSIDE INVESTMENTS OF	0.73	UC	6	91,800	156,700		248,500	100.00%	91,800	156,700	0	248,500		0.73	0.00
141	59281502880	505 S COMMERCE ST	PRIGGE'S CHARTERED BUSES	0.27	UC	6	33,100	237,200		270,300	100.00%	33,100	237,200	0	270,300		0.27	0.00
142	59281502900	513 S COMMERCE ST	PBRK, LLP	0.32	UI	6	19,800	86,400		106,200	100.00%	19,800	86,400	0	106,200			0.00
143	59281502905		SCENIC ACRES, INC	0.11	UI	6	20,900	0		20,900	100.00%	20,900	0	0	20,900		0.11	0.11
144	59281502910		KOLAR, ANTON J	0.64	UI	6	16,700	0		16,700	100.00%	16,700	0	0	16,700		0.64	0.64
145	59281502920	631 S COMMERCE ST	VERHAGE TRUST SCOTT L & BEVERLY A	0.11	UI	6	4,300	10,900		15,200	100.00%	4,300	10,900	0	15,200		0.11	0.00
146	59281502940		UNION PACIFIC RR COMPANY	0.04	RR	6	0	0		0	100.00%	0	0	0	0		0.04	
147	59281502950	608 S COMMERCE ST	CITY OF SHEBOYGAN	3.20	UI	6	0	0		0	100.00%	0	0	0	0		3.20	
148	59281502955		PRIGGE DISCOVERY COACH	0.74	UI	6	31,300	5,000		36,300	100.00%	31,300	5,000	0	36,300		0.74	0.74
149	59281503910	704 S. 11TH ST	WHEALON, DAVID J DONNA J	1.42	UI	6	74,800	564,500		639,300	100.00%	74,800	564,500	0	639,300			0.00
150	59281503920	728 S. 11TH ST	SHEB PAPER BOX COMPANY	1.56	UI	6	36,700	293,800		330,500	100.00%	36,700	293,800	0	330,500			0.00
151	59281503950	813 S COMMERCE ST	ROCKLINE, INC	1.68	UI	6	79,900	504,900		584,800	100.00%	79,900	504,900	0	584,800		1.68	0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

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152	59281503970		DEEP 6 LLC	0.18	UI	6	8,600	0		8,600	100.00%	8,600	0	0	8,600		0.18	0.18
153	59281503980	823 S COMMERCE ST	MATTHIAS, MICHAEL H. TERESA M.	0.42	UI	6	21,200	64,500		85,700	100.00%	21,200	64,500	0	85,700			0.00
154	59281503990	817 S COMMERCE ST	BYW LLC	0.21	UI	6	10,300	82,800		93,100	100.00%	10,300	82,800	0	93,100			0.00
155	59281504020	810 S. 11TH ST.	ROCKLINE INDUSTRIES INC.	6.85	UI	6	201,400	2,910,900		3,112,300	100.00%	201,400	2,910,900	0	3,112,300			0.00
156	59281504030		UNION PACIFIC RR COMPANY	1.14	RR	6	0	0		0	100.00%	0	0	0	0		1.14	
157	59281505650	1031 MARYLAND AVE	ROADSTER SHEBOYGAN LLC	2.80	UI	6	146,900	213,900		360,800	100.00%	146,900	213,900	0	360,800		2.80	0.00
158	59281505660	932 ILLINOIS AVE	DENBOER, JACOB	0.28	UI	6	14,300	8,200		22,500	100.00%	14,300	8,200	0	22,500			0.28
159	59281505670	1010 S. 9TH ST.	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.65	CC	6	136,800	0		136,800	100.00%	136,800	0	0	136,800		0.65	0.65
160	59281505680	919 S COMMERCE ST	SHEB YACHT CLUB INC	0.56	UI	6	30,000	28,900		58,900	100.00%	30,000	28,900	0	58,900			0.56
161	59281505690		ROADSTER SHEBOYGAN LLC	0.47	UI	6	23,400	2,000		25,400	100.00%	23,400	2,000	0	25,400			0.47
162	59281505760		REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.74	CC	6	195,300	0		195,300	100.00%	195,300	0	0	195,300			0.74
163	59281505800	935 ILLINOIS AVE	SPRINGS HOMES LLC	0.08	UI	6	3,600	31,900		35,500	100.00%	3,600	31,900	0	35,500		0.08	0.00
164	59281505810	1011 S. 10TH ST	SPRINGS HOMES LLC	0.04	UI	6	2,600	17,900		20,500	100.00%	2,600	17,900	0	20,500		0.04	0.00
165	59281505820	1015 S. 10TH ST	FELLAS LLC, THE	0.09	UI	6	4,500	43,800		48,300	100.00%	4,500	43,800	0	48,300			0.00
166	59281505830	932 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.10	CC	6	6,000	38,900		44,900	100.00%	6,000	38,900	0	44,900		0.10	0.00
167	59281505840	926 INDIANA AVE	NEW SUMMITS LLC	0.11	CC	6	22,900	126,100		149,000	100.00%	22,900	126,100	0	149,000		0.11	0.00
168	59281505860	920 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.10	CC	6	22,500	91,900		114,400	100.00%	22,500	91,900	0	114,400		0.10	0.00
169	59281505870	918 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.05	CC	6	3,300	22,100		25,400	100.00%	3,300	22,100	0	25,400		0.05	0.00
170	59281505880	916 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.05	CC	6	3,300	29,100		32,400	100.00%	3,300	29,100	0	32,400		0.05	0.00
171	59281505890	912 INDIANA AVE	FISCHER, CAROL	0.07	CC	6	15,400	127,600		143,000	100.00%	15,400	127,600	0	143,000			0.00
172	59281505900	908 INDIANA AVE	DELIGIANNIS, NICK J	0.04	CC	6	2,400	37,100		39,500	100.00%	2,400	37,100	0	39,500			0.00
173	59281505910	904 INDIANA AVE	MARTIN, PATRICK J	0.06	CC	6	13,500	79,500		93,000	100.00%	13,500	79,500	0	93,000			0.00
174	59281505920	902 INDIANA AVE	SCHNUR, CATHERINE	0.04	CC	6	8,300	135,200		143,500	100.00%	8,300	135,200	0	143,500			0.00
175	59281505930		CITY OF SHEBOYGAN	0.50	UI	6	0	0		0	100.00%	0	0	0	0		0.50	
176	59281505950		ROADSTER SHEBOYGAN LLC	0.21	UI	6	10,800	700		11,500	100.00%	10,800	700	0	11,500			0.21
177	59281505960	1009 S. 11TH ST	WAVELAND HOLDINGS LLC	1.03	UI	6	45,000	189,500		234,500	100.00%	45,000	189,500	0	234,500		1.03	0.00
178	59281505970	1024 INDIANA AVE	Z-SPOT PROPERTIES, LLC	0.31	CC	6	67,500	178,100		245,600	100.00%	67,500	178,100	0	245,600			0.00
179	59281506040		ZECHUNSKI, JOHN J.	0.31	CC	6	50,600	4,100		54,700	100.00%	50,600	4,100	0	54,700		0.31	0.31
180	59281506050		UNION PACIFIC RR COMPANY	0.62	RR	6	0	0		0	100.00%	0	0	0	0		0.62	
181	59281506060	1137 ILLINOIS AVE	SHEBOYGAN PAPER BOX CO	1.41	UI	6	0	0		0	100.00%	0	0	0	0		1.41	
182	59281506070		UNION PACIFIC RR COMPANY	1.45	RR	6	0	0		0	100.00%	0	0	0	0		1.45	
183	59281506080	1136 INDIANA AVE	CYRUS, DAVID DAVID J	0.12	CC	6	26,300	84,200		110,500	100.00%	26,300	84,200	0	110,500		0.12	0.00
184	59281506130	1122 INDIANA AVE	REVEUS INVESTMENTS LLC	0.40	CC	6	60,400	50,200		110,600	100.00%	60,400	50,200	0	110,600		0.40	0.40
185	59281506140	1108 INDIANA AVE	FLORIAN, DEBRA L	0.07	CC	6	4,600	56,600		61,200	100.00%	4,600	56,600	0	61,200		0.07	0.00
186	59281506150		TLC PROPERTIES, INC	0.10	CC	6	7,500	0		7,500	100.00%	7,500	0	0	7,500		0.10	0.10
187	59281506160	1205 ILLINOIS AVE	ADVANCED DISPOSAL SERVICES LLC	0.86	UI		37,000	147,000		184,000	100.00%	37,000	147,000	0	184,000		0.86	0.00
188	59281506170		UNION PACIFIC RR COMPANY	0.72	RR		0	0		0	100.00%	0	0	0	0		0.72	
189	59281506200	1218 INDIANA AVE	LA CONQUISTADORA, LLC	0.27	UC		61,400	207,200		268,600	100.00%	61,400	207,200	0	268,600			0.00
190	59281506210	1206 INDIANA AVE	OLIVAS, JUAN A	0.17	UC		8,700	33,800		42,500	100.00%	8,700	33,800	0	42,500		0.17	0.00
191	59281506220	1004 S 13TH ST	RILEY, TERRENCE P	0.15	UI		11,100	40,100		51,200	100.00%	11,100	40,100	0	51,200			0.00
192	59281506230		M SIX INTERNATIONAL PROPERTIES LLC	0.13	UI		6,100	0		6,100	100.00%	6,100	0	0	6,100		0.13	0.13
193	59281506240		M SIX INTERNATIONAL PROPERTIES LLC	0.62	UC		174,000	0		174,000	100.00%	174,000	0	0	174,000		0.62	0.62
194	59281506260	1003 S. 14TH ST	M SIX INTERNATIONAL PROPERTIES LLC	0.62	UC		115,200	252,600		367,800	100.00%	115,200	252,600	0	367,800			0.00
195	59281506270	1328 INDIANA AVE	LIGHTHOUSE LUBE REAL	0.35	UC		95,800	121,800		217,600	100.00%	95,800	121,800	0	217,600			0.00
196	59281506300	1316 INDIANA AVE	ALISLOOS, PATRICK J NATHAN L	0.05	UC		4,700	40,700		45,400	100.00%	4,700	40,700	0	45,400		0.05	0.00
197	59281506310	1312 INDIANA AVE	CARLSON, DARRYL D	0.05	UC		4,700	21,200		25,900	100.00%	4,700	21,200	0	25,900		0.05	0.00
198	59281506320	1308 INDIANA AVE	FREDRICH, TIMOTHY	0.05	UC		4,700	24,700		29,400	100.00%	4,700	24,700	0	29,400		0.05	0.00
199	59281506330		TLC PROPERTIES, INC	0.05	UC		3,400	0		3,400	100.00%	3,400	0	0	3,400		0.05	0.05
200	59281506340		TLC PROPERTIES, INC	0.17	UC		5,500	0		5,500	100.00%	5,500	0	0	5,500		0.17	0.17
201	59281506350		M SIX INTERNATIONAL PROPERTIES LLC	0.58	UI		30,200	0		30,200	100.00%	30,200	0	0	30,200		0.58	0.58
202	59281507370		CITY OF SHEBOYGAN	0.08	UC		0	0		0	100.00%	0	0	0	0		0.08	
203	59281507380	1407 INDIANA AVE	JONES, LES ANN SHEILA R J	0.15	UC		9,000	42,200		51,200	100.00%	9,000	42,200	0	51,200			0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information								Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? Indicate TID #		Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
204	59281507490	1410 KENTUCKY AVE	DEKONING, CURTIS W	0.30	NR			15,000	97,100		112,100	100.00%	15,000	97,100	0	112,100			0.00
205	59281507520		UNION PACIFIC RR COMPANY	0.40	RR			0	0		0	100.00%	0	0	0	0		0.40	
206	59281507530		BLACKBURN-OPGENORTH, SUE	0.04	NR			2,500	2,100		4,600	100.00%	2,500	2,100	0	4,600			0.04
207	59281507540		TLC PROPERTIES, INC	0.17	UC			3,400	0		3,400	100.00%	3,400	0	0	3,400		0.17	0.17
208	59281507550	1323 INDIANA AVE	MOORE TRUST 1 13-06	0.21	UC			8,600	54,600		63,200	100.00%	8,600	54,600	0	63,200		0.21	0.00
209	59281507560	1327 INDIANA AVE	ROERDINK, NANCY C	0.21	UC			8,600	47,000		55,600	100.00%	8,600	47,000	0	55,600		0.21	0.00
210	59281507570	1331 INDIANA AVE	CHRONIS, ANASTASIA S HELEN S	0.20	UC			6,900	45,700		52,600	100.00%	6,900	45,700	0	52,600		0.20	0.00
211	59281507590	1336 KENTUCKY AVE	SHEBOYGAN STORAGE HOLDINGS LLC	0.41	UI			27,700	126,300		154,000	100.00%	27,700	126,300	0	154,000		0.41	0.00
212	59281507600		UNION PACIFIC RR COMPANY	0.35	RR			0	0		0	100.00%	0	0	0	0		0.35	
213	59281507610	1312 KENTUCKY AVE	ZIEGLER, THOMAS M. JAN M.	0.10	NR			7,500	46,000		53,500	100.00%	7,500	46,000	0	53,500			0.00
214	59281507620	1132 S. 13TH ST.	HADDIX, JANNA M	0.10	NR			7,500	47,500		55,000	100.00%	7,500	47,500	0	55,000			0.00
215	59281507630	1126 S. 13TH ST.	BLACKBURN-OPGENORTH, SUE	0.14	NR			8,800	43,800		52,600	100.00%	8,800	43,800	0	52,600			0.00
216	59281507640	1122 S. 13TH ST.	STYER, CHRISTOPHER W	0.07	NR			4,800	25,700		30,500	100.00%	4,800	25,700	0	30,500			0.00
217	59281507650	1118 S. 13TH ST	AUSLOOS, PATRICK J	0.07	NR			4,800	25,700		30,500	100.00%	4,800	25,700	0	30,500			0.00
218	59281507660	1203 INDIANA AVE	WANGERIN, LEONARD O	0.21	UC			11,400	64,000		75,400	100.00%	11,400	64,000	0	75,400			0.00
219	59281507670	1211 INDIANA AVE	HAMELTON, L WILLIAM SUSAN	0.21	UC			45,000	176,700		221,700	100.00%	45,000	176,700	0	221,700			0.00
220	59281507680		HAMELTON, L WILLIAM	0.21	UC			45,000	6,100		51,100	100.00%	45,000	6,100	0	51,100			0.21
221	59281507690	1221 INDIANA AVE	MONTEMAYOR, RICHARD JO ANN	0.14	UC			6,100	64,600		70,700	100.00%	6,100	64,600	0	70,700			0.00
222	59281507700	1225 INDIANA AVE	NACK, TIMOTHY R CHERYL L	0.14	UC			6,100	61,500		67,600	100.00%	6,100	61,500	0	67,600			0.00
223	59281507720	1235 INDIANA AVE	MERCADO, FERNANDO PENA	0.34	UC			75,000	54,700		129,700	100.00%	75,000	54,700	0	129,700			0.34
224	59281507730	1234 KENTUCKY AVE	SHEBOYGAN SELF STORAGE LLC	1.24	UC			54,000	118,500		172,500	100.00%	54,000	118,500	0	172,500			0.00
225	59281327002	718 SOUTH PIER DR	REDEVELOPMENT AUTHORITY	1.27	PPUO		6	0	0	*	0	100.00%	0	0	0	0		1.27	
226	59281301161	1106 S. 7TH ST	THOMAS, TYLER D ERICA A	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
227	59281301162	1106 S. 7TH ST.	THOMAS, TYLER D. ERICA A.	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
228	59281301163	1106 S. 7TH ST	GRECH, ALEX W	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
229	59281301164	1106 S. 7TH ST.	HOLLISTER, JOHN R ERIN M	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
230	59281301165	1106 S. 7TH ST.	PLAVSIC, RUKIJA	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
231	59281301166	1106 S. 7TH ST.	DAVIS, MARK AMY	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
232	59281301167	1106 S. 7TH ST.	DUROW, LEONARD G ELDA W	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
233	59281301168	1106 S. 7TH ST.	KEATON, CHRISTOPHER C ADELE J	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
234	59281301169	1106 S. 7TH ST.	BOLL REAL ESTATE LLC	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
235	59281301170	1106 S. 7TH ST.	WEYRICH, GREGORY J. SUSAN R.	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
236	59281301171	1106 S. 7TH ST.	LOFYE REVOCABLE LIVING TRUST	0.01	UR			4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
237	59281319021	615 CLARA AVE APT 1	GRECH, ALEX	0.01	UR			12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
238	59281319022	615 CLARA AVE APT 2	ODIM LLC	0.01	UR			12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
239	59281319023	615 CLARA AVE APT 3	SOUTH PIER LLC	0.01	UR			12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
240	59281319024	615 CLARA AVE APT 4	SOUTH PIER LLC	0.01	UR			12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
241	59281505671		CITY OF SHEBOYGAN	0.05	UI		6	0	0		0	100.00%	0	0	0	0		0.05	
242	59281301160		BLUE WATER CONDOMINI	0.37				0	0		0	100.00%	0	0	0	0			
243	59281506411	1030 S 14TH ST	BHUPIN MENIMART	0.41	UC			88,900	206,300		295,200	100.00%	88,900	206,300	0	295,200		0.41	0.00
244	59281319020	CLARA AVE	SOUTH BEACH CONDOMINIUM	0.12	UR			0	0		0	100.00%	0	0	0	0			
245	59281300671	1120 S 10TH ST	ZUNIGA, MARTIN FLAVIA	0.15	CC			11,100	51,700		62,800	100.00%	11,100	51,700	0	62,800		0.15	0.00
246	59281300871	908 Kentucky Avenue		0.10	NR														
											0	100.00%	0	0	0	0			
											0	100.00%	0	0	0	0			
											0	100.00%	0	0	0	0			
											0	100.00%	0	0	0	0			
			Total Average 1% 72					7,610,500	20,122,100	0	27,732,600		7,610,500	20,122,100	0		0	62.37	30.36
																	0.00%	57.36%	27.92%
															Estimated Base Value	27,732,600			

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $154,181,900. This value is less than the maximum of $314,352,600 in equalized value that is permitted for the City of Sheboygan. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Sheboygan, Wisconsin

Tax Increment District # 17

Valuation Test Compliance Calculation

District Creation Date	9/17/2018			
	Valuation Data Currently Available 2017	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,619,605,000			2,619,605,000
12% Test	314,352,600			314,352,600
Increment of Existing TIDs				
Existing	126,449,300			126,449,300
				0
				0
				0
				0
				0
Total Existing Increment	126,449,300			126,449,300
Projected Base of New or Amended District	27,732,600			27,732,600
Total Value Subject to 12% Test	154,181,900			154,181,900
Compliance	PASS			PASS

SECTION 7:

Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving sensitive natural features; protection of scenic views; maintaining habitat for wildlife; maintaining adequate open space; providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There are known environmental issues within the proposed District. Any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater

management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks; development of pedestrian pathway and bicycle lanes; installation of culverts, utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

RDA Type Activities

Contribution to Redevelopment Development

As provided for in Wisconsin Statues Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: land acquisition pedestrian pathway and bike trail.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the

time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

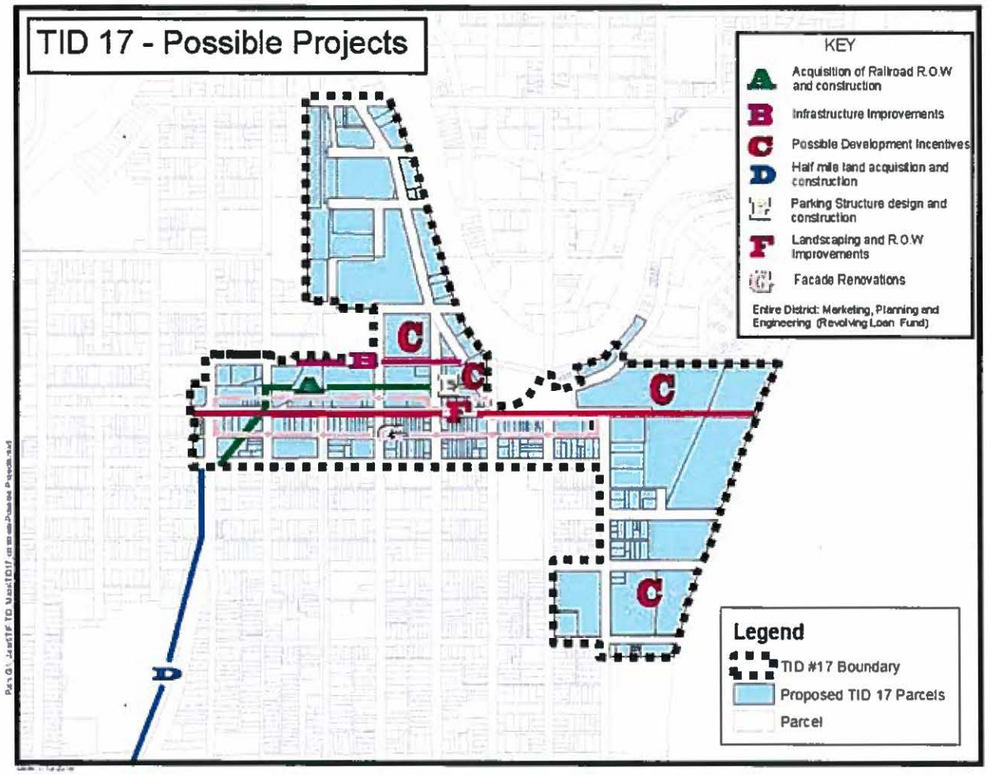
In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8:

Map Showing Proposed Improvements and Uses



SECTION 9:
Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Sheboygan, Wisconsin

Tax Increment District # 17

Estimated Project List

Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III 2021	Phase IV 2022	Phase V 2023	TID Cashflow	Total (Note 1)
1	Planning & Engineering	250,000						250,000
2	Acquisition of railroad right-of-way	1,500,000						1,500,000
3	Environmental Audits & Remediation				200,000			200,000
4	Façade renovations			100,000	100,000	100,000		300,000
5	Landscaping & right-of-Way Improvements			750,000				750,000
6	Economic Development Marketing & RFP's	100,000						100,000
7	Land Acquisition & Demolition				250,000	250,000		500,000
8	Development of Pedestrian pathway		1,000,000					1,000,000
9	Infrastructure Improvements	2,500,000		1,000,000				3,500,000
10	Revolving Loan/Low Interest Loan Program						5,000,000	5,000,000
11	Development Incentives	100,000	1,000,000	1,000,000	1,000,000			3,100,000
12	Parking Structure (2019 design)	500,000	5,000,000					5,500,000
13	Half mile land acquisition	1,500,000						1,500,000
14	Half mile trail pedestrian pathway		1,500,000					1,500,000
15	Creation	30,000						30,000
16	Admistration with cashflow						185,256	185,256
17	interest and financing costs through cash flow						8,064,575	8,064,575
Total Projects		6,480,000	8,500,000	2,850,000	1,550,000	350,000	13,249,831	32,979,831

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 10:

Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development and/or redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development and/or redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that development and/or redevelopment and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $130,980,250, of which $94,940,623 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City's statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Redevelopment Development Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Sheboygan, Wisconsin
Tax Increment District # 17
Estimated Financing Plan

		G.O. Bond 2019		G.O. Bond 2020		G.O. Promissory Note 2021		G.O. Promissory Note 2022		TID Cashflow Various	Totals
Projects											
Phase I		6,480,000									6,480,000
Phase II				7,500,000						1,000,000	8,500,000
Phase III						1,850,000				1,000,000	2,850,000
Phase IV								550,000		1,000,000	1,550,000
Phase V								350,000			350,000
Various										13,249,831	13,249,831
Grants and other funds on hand		(1,980,000)		(1,500,000)							
Total Project Funds		4,500,000		6,000,000		1,850,000		900,000		16,249,831	32,979,831
Estimated Finance Related Expenses											
Municipal Advisor		26,500		31,700		19,700		14,500			
Bond Counsel		13,000		16,000		10,000		10,000			
Disclosure Counsel (if engaged)		7,800		9,600		6,000		6,000			
Rating Agency Fee		15,000		15,000		9,500		12,000			
Paying Agent		850		850		850		850			
Underwriter Discount	12.50	61,438	12.50	82,438	10.00	20,100	10.00	10,050			
Debt Service Reserve											
Capitalized Interest		294,900		445,163		95,475		50,250			
Total Financing Required		4,919,488		6,600,750		2,011,625		1,003,650			
Estimated Interest	0.25%	(5,625)	0.25%	(7,500)	0.25%	(2,313)	0.25%	(1,125)			
Assumed spend down (months)	6		6		6		6				
Rounding		1,138		1,750		688		2,475			
Net Issue Size		4,915,000		6,595,000		2,010,000		1,005,000			

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Development Assumptions

City of Sheboygan, Wisconsin
Tax Increment District # 17
Development Assumptions

Construction Year		Coakley Building	Inovation District Building	Co-working Space	Area A	Area B	Area C	Area D	Area E	Annual Total	Construction Year	
1	2018									0	2018	1
2	2019	3,750,000	6,000,000	1,500,000			3,000,000			14,250,000	2019	2
3	2020	3,750,000	6,000,000				3,000,000			12,750,000	2020	3
4	2021									0	2021	4
5	2022				10,000,000					10,000,000	2022	5
6	2023					7,500,000				7,500,000	2023	6
7	2024					7,500,000				7,500,000	2024	7
8	2025								2,000,000	2,000,000	2025	8
9	2026								2,000,000	2,000,000	2026	9
10	2027							4,000,000	2,000,000	6,000,000	2027	10
11	2028								2,000,000	2,000,000	2028	11
12	2029									0	2029	12
13	2030									0	2030	13
14	2031									0	2031	14
15	2032									0	2032	15
16	2033									0	2033	16
17	2034									0	2034	17
18	2035									0	2035	18
19	2036									0	2036	19
20	2037									0	2037	20
21	2038									0	2038	21
22	2039									0	2039	22
23	2040									0	2040	23
24	2041									0	2041	24
25	2042									0	2042	25
26	2043									0	2043	26
27	2044									0	2044	27
	Totals	7,500,000	12,000,000	1,500,000	10,000,000	15,000,000	6,000,000	4,000,000	8,000,000	64,000,000		

Notes: Development assumptions provided by City staff
Development assumptions are represented by construction year.

Increment Revenue Projections

City of Sheboygan, Wisconsin

Tax Increment District # 17

Tax Increment Projection Worksheet

Type of District	Rehabilitation	
District Creation Date	September 17, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	27	
Expenditure Period/Termination	22	9/17/2040
Revenue Periods/Final Year	27	2046
Extension Eligibility/Years	Yes	3
Recipient District	Yes	

Base Value	27,732,600
Appreciation Factor	1.00%
Base Tax Rate	$25.89
Rate Adjustment Factor	
Tax Exempt Discount Rate	3.50%
Taxable Discount Rate	5.00%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	0	2019	0	0	2020	$25.89	0
2	2019	14,250,000	2020	0	14,250,000	2021	$25.89	368,957
3	2020	12,750,000	2021	142,500	27,142,500	2022	$25.89	702,766
4	2021	0	2022	271,425	27,413,925	2023	$25.89	709,793
5	2022	10,000,000	2023	274,139	37,688,064	2024	$25.89	975,808
6	2023	7,500,000	2024	376,881	45,564,945	2025	$25.89	1,179,754
7	2024	7,500,000	2025	455,649	53,520,594	2026	$25.89	1,385,739
8	2025	2,000,000	2026	535,206	56,055,800	2027	$25.89	1,451,380
9	2026	2,000,000	2027	560,558	58,616,358	2028	$25.89	1,517,677
10	2027	6,000,000	2028	586,164	65,202,522	2029	$25.89	1,688,204
11	2028	2,000,000	2029	652,025	67,854,547	2030	$25.89	1,756,870
12	2029	0	2030	678,545	68,533,093	2031	$25.89	1,774,438
13	2030	0	2031	685,331	69,218,423	2032	$25.89	1,792,183
14	2031	0	2032	692,184	69,910,608	2033	$25.89	1,810,105
15	2032	0	2033	699,106	70,609,714	2034	$25.89	1,828,206
16	2033	0	2034	706,097	71,315,811	2035	$25.89	1,846,488
17	2034	0	2035	713,158	72,028,969	2036	$25.89	1,864,953
18	2035	0	2036	720,290	72,749,259	2037	$25.89	1,883,602
19	2036	0	2037	727,493	73,476,751	2038	$25.89	1,902,438
20	2037	0	2038	734,768	74,211,519	2039	$25.89	1,921,463
21	2038	0	2039	742,115	74,953,634	2040	$25.89	1,940,677
22	2039	0	2040	749,536	75,703,170	2041	$25.89	1,960,084
23	2040	0	2041	757,032	76,460,202	2042	$25.89	1,978,685
24	2041	0	2042	764,602	77,224,804	2043	$25.89	1,999,482
25	2042	0	2043	772,248	77,997,052	2044	$25.89	2,019,476
26	2043	0	2044	779,971	78,777,023	2045	$25.89	2,039,671
27	2044	0	2045	787,770	79,564,793	2046	$25.89	2,060,068
	Totals	64,000,000		15,564,793		Future Value of Increment		42,359,966

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection

Year	Projected Revenues: Tax Increments	Interest Earnings/ (Cost) 0.25%	Capitalized Interest	Grants and other funds on hand	Total Revenues	Expenditures: G.O. Bond 4,915,000 Dated Date: 04/01/19 Principal	Est. Rate	Interest	G.O. Bond 6,595,000 Dated Date: 04/01/20 Principal	Est. Rate	Interest	G.O. Promissory Note 2,010,000 Dated Date: 09/01/21 Principal	Est. Rate	Interest	G.O. Promissory Note 1,005,000 Dated Date: 09/01/22 Principal	Est. Rate	Interest	Developer Incentives	Revolving Project Costs	Loan Program	Admin.	Total Expenditures	Balances: Annual	Cumulative	Principal Outstanding & Incentives	Year
2018					0																	0	0	0	17,525,000	2018
2019		0	294,900	1,980,000	2,274,900			98,300											1,980,000		5,000	2,083,300	191,600	191,600	17,525,000	2019
2020	0	479	445,163	1,500,000	1,945,642		4.00%	196,600		4.50%	148,388								1,500,000		5,100	1,850,088	95,554	287,154	17,525,000	2020
2021	368,957	718	95,475		465,150		4.00%	196,600		4.50%	296,775										5,202	498,577	(33,427)	253,727	17,525,000	2021
2022	702,766	634	50,250		753,650	50,000	4.00%	195,600		4.50%	296,775		4.75%	95,475							5,306	643,156	110,494	364,220	17,475,000	2022
2023	709,793	911			710,704	50,000	4.00%	193,600	50,000	4.50%	295,650		4.75%	95,475		5.00%	50,250				5,412	740,387	(29,683)	334,537	17,375,000	2023
2024	975,808	836			976,644	100,000	4.00%	190,600	100,000	4.50%	292,275	50,000	4.75%	95,475		5.00%	50,250	50,000			5,520	934,120	42,524	377,061	17,075,000	2024
2025	1,179,754	943			1,180,697	125,000	4.00%	186,100	175,000	4.50%	286,088	100,000	4.75%	93,100	75,000	5.00%	50,250	75,000			5,631	1,171,168	9,528	386,589	16,525,000	2025
2026	1,385,739	966			1,386,706	150,000	4.00%	180,600	200,000	4.50%	277,650	200,000	4.75%	88,350	75,000	5.00%	46,500	150,000			5,743	1,373,843	12,862	399,452	15,750,000	2026
2027	1,451,380	999			1,452,379	175,000	4.00%	174,100	225,000	4.50%	268,088	250,000	4.75%	78,850	75,000	5.00%	42,750	150,000			5,858	1,444,646	7,733	407,185	14,875,000	2027
2028	1,517,677	1,018			1,518,695	200,000	4.00%	166,600	250,000	4.50%	257,400	285,000	4.75%	66,975	100,000	5.00%	39,000	150,000			5,975	1,520,950	(2,255)	404,929	13,890,000	2028
2029	1,688,204	1,012			1,689,217	225,000	4.00%	158,100	275,000	4.50%	245,588	375,000	4.75%	53,438	125,000	5.00%	34,000	175,000			6,095	1,672,220	16,997	421,926	12,715,000	2029
2030	1,756,870	1,055			1,757,925	250,000	4.00%	148,600	300,000	4.50%	232,650	375,000	4.75%	35,625	150,000	5.00%	27,750	175,000			6,217	1,700,842	57,083	479,009	11,465,000	2030
2031	1,774,438	1,198			1,775,636	300,000	4.00%	137,600	325,000	4.50%	218,588	375,000	4.75%	17,813	200,000	5.00%	20,250	175,000			6,341	1,775,591	45	479,053	10,090,000	2031
2032	1,792,183	1,198			1,793,380	325,000	4.00%	125,100	350,000	4.50%	203,400				205,000	5.00%	10,250	175,000			6,468	1,400,218	393,162	872,216	9,035,000	2032
2033	1,810,105	2,181			1,812,285	350,000	4.00%	111,600	400,000	4.50%	186,525							200,000			6,597	1,254,722	557,563	1,429,779	8,085,000	2033
2034	1,828,206	3,574			1,831,780	360,000	4.00%	97,400	450,000	4.50%	167,400							250,000			6,729	1,331,529	500,251	1,930,029	7,025,000	2034
2035	1,846,488	4,825			1,851,313	375,000	4.00%	82,700	500,000	4.50%	146,025							300,000			6,864	1,410,589	440,724	2,370,753	5,850,000	2035
2036	1,864,953	5,927			1,870,879	400,000	4.00%	67,200	525,000	4.50%	122,963							325,000			7,001	1,447,164	423,716	2,794,469	4,600,000	2036
2037	1,883,602	6,986			1,890,588	450,000	4.00%	50,200	550,000	4.50%	98,775							325,000			7,141	1,481,116	409,472	3,203,941	3,275,000	2037
2038	1,902,438	8,010			1,910,448	500,000	4.00%	31,200	600,000	4.50%	72,900							325,000			7,284	1,536,384	374,064	3,578,005	1,850,000	2038
2039	1,921,463	8,945			1,930,408	530,000	4.00%	10,600	650,000	4.50%	44,775										7,430	1,242,805	687,603	4,265,608	670,000	2039
2040	1,940,677	10,664			1,951,341				670,000	4.50%	15,075								5,000,000		7,578	5,692,653	(3,741,312)	524,296	0	2040
2041	1,960,084	1,311			1,961,395							0									7,730	7,730	1,953,665	2,477,960	0	2041
2042	1,979,685	6,195			1,985,880																7,884	7,884	1,977,995	4,455,956	0	2042
2043	1,999,482	11,140			2,010,622																8,042	8,042	2,002,579	6,458,535	0	2043
2044	2,019,476	16,146			2,035,623																8,203	8,203	2,027,420	8,485,955	0	2044
2045	2,039,671	21,215			2,060,886																8,367	8,367	2,052,519	10,538,474	0	2045
2046	2,060,068	26,346			2,086,414																8,534	8,534	2,077,880	12,616,353	0	2046
Total	42,359,966	145,431	885,788	3,480,000	46,871,184	4,915,000		2,799,000	6,595,000		4,173,750	2,010,000		720,575	1,005,000		371,250	3,000,000	5,000,000	185,256	34,254,831				Total

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TID Closure

SECTION 11:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The City does not anticipate that the District will require any changes in zoning ordinances.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly development and/or redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The City believes that the creation of an innovation center will provide the opportunity for conceptual ideas to become reality, turning prototypes into products on the shelf, and will lead to the establishment of new cutting-edge businesses in Sheboygan County.

SECTION 17:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:

Opinion of Attorney for the City of Sheboygan Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

July 26, 2018

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 17

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2016	
		Percentage
County	12,802,569	19.61%
Special District		0.00%
Municipality	25,349,877	38.82%
School District of Kohler	1,496,426	2.29%
School District of Sheboygan Area	23,774,891	36.41%
Technical College	1,871,939	2.87%
Total	65,295,702	

Revenue Year	County	Special District	Municipality	School District of Kohler	School District of Sheboygan Area	Technical College	Total	Revenue Year
2020	0	0	0	0	0	0	0	2020
2021	72,342	0	143,241	8,456	134,341	10,577	368,957	2021
2022	137,792	0	272,836	16,106	255,885	20,147	702,766	2022
2023	139,170	0	275,564	16,267	258,444	20,349	709,793	2023
2024	191,327	0	378,840	22,363	355,303	27,975	975,808	2024
2025	231,315	0	458,018	27,037	429,562	33,822	1,179,754	2025
2026	271,703	0	537,988	31,758	504,563	39,727	1,385,739	2026
2027	284,573	0	563,472	33,262	528,464	41,609	1,451,380	2027
2028	297,572	0	589,211	34,782	552,603	43,510	1,517,677	2028
2029	331,007	0	655,415	38,690	614,694	48,399	1,688,204	2029
2030	344,471	0	682,073	40,263	639,696	50,367	1,756,870	2030
2031	347,915	0	688,894	40,666	646,093	50,871	1,774,438	2031
2032	351,394	0	695,783	41,073	652,554	51,379	1,792,183	2032
2033	354,908	0	702,740	41,483	659,079	51,893	1,810,105	2033
2034	358,457	0	709,768	41,898	665,670	52,412	1,828,206	2034
2035	362,042	0	716,866	42,317	672,327	52,936	1,846,488	2035
2036	365,662	0	724,034	42,740	679,050	53,466	1,864,953	2036
2037	369,319	0	731,275	43,168	685,840	54,000	1,883,602	2037
2038	373,012	0	738,587	43,599	692,699	54,540	1,902,438	2038
2039	376,742	0	745,973	44,035	699,626	55,086	1,921,463	2039
2040	380,510	0	753,433	44,476	706,622	55,637	1,940,677	2040
2041	384,315	0	760,967	44,921	713,688	56,193	1,960,084	2041
2042	388,158	0	768,577	45,370	720,825	56,755	1,979,685	2042
2043	392,040	0	776,263	45,823	728,033	57,322	1,999,482	2043
2044	395,960	0	784,025	46,282	735,314	57,896	2,019,476	2044
2045	399,920	0	791,866	46,745	742,667	58,475	2,039,671	2045
2046	403,919	0	799,784	47,212	750,094	59,059	2,060,068	2046
	8,305,545	0	16,445,492	970,792	15,423,734	1,214,403	42,359,966	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

Tax Incremental District No. 17 Creation Project Plan

City of Sheboygan Officials

Common Council

Mike Vandersteen	Mayor
Todd Wolf	Council President
Mary Lynne Donohue	Council Vice President
Dean Dekker	Council Member
Rose Phillips	Council Member
Ronald Rindfleisch	Council Member
Rosemarie Trester	Council Member
Trey Mitchell	Council Member
Markus Savaglio	Council Member
Ryan Sorenson	Council Member
Jim Bohren	Council Member

Staff

Meredith DeBruin	City Clerk
Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
David Biebel	Director of Public Works
Nancy Buss	Finance Director
Charles C. Adams	City Attorney

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Res. No. 64-18-19 by Alderpersons Rindfleisch and Bohren approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 19, City of Sheboygan, Wisconsin; recommends passing the Resolution.

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

III

59

Res. No. 64 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 19, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the City as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance/Personnel approve

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 24, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 19, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2018.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for a combination of commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City of Sheboygan does not exceed 12% of the total equalized value of taxable property within the Sheboygan.

   (e) The City estimates that approximately 11% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

(g) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.

(h) Costs related to newly platted residential development may be incurred based on the proposed development having a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

4. The Project Plan for "Tax Incremental District No. 19, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

5. The legal description for TID 19 includes:

Part of the East Half of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Beginning at the intersection of the Southerly bank of the Sheboygan River and the South right-of-way line of Wisconsin Avenue, said point of beginning lying 180 feet, more or less, West of the West line of North 15th Street;

thence Northerly on and along the Southerly bank of the Sheboygan River, a distance of 1,400 feet, more or less, to the West right-of-way line of the former Union Pacific Railroad Company, now the Sheboygan County Wisconsin Planning Department, (Parcel Number 59281500090;

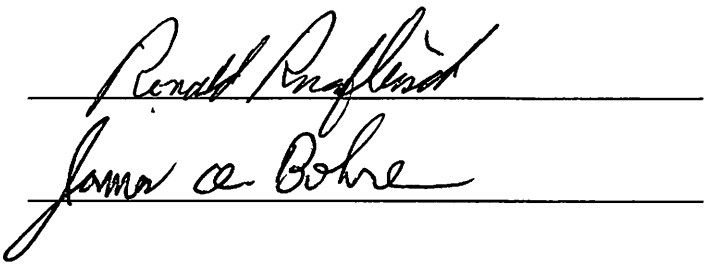
thence Southerly on and along said West right-of-way line, a distance of 180 feet, more or less, to its intersection with the East right-of-way line of Commerce Street;

thence Southeasterly on and along said East right-of-way line of North Commerce Street, a distance of 530 feet, more or less, to the South right-of-way line of Wisconsin Avenue;

thence Westerly on and along said South right-of-way line of Wisconsin Avenue, a distance of 1,030 feet, more or less, to the Point of Beginning, containing 14 acres, more or less.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.



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

EHLERS
LEADERS IN PUBLIC FINANCE

July 26, 2018

Project Plan for the Creation of Tax Incremental District No. 19

City of Sheboygan
spirit on the lake.

Organizational Joint Review Board Meeting Held:	July 24, 2018
Public Hearing Held:	July 24, 2018
Consideration for Approval by Plan Commission:	July 24, 2018
Consideration for Adoption by Common Council:	Scheduled for: August 20, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: September (TBD), 2018

Tax Incremental District No. 19 Creation Project Plan

City of Sheboygan Officials

Common Council

Mike Vandersteen	Mayor
Todd Wolf	Council President
Mary Lynne Donohue	Council Vice President
Dean Dekker	Council Member
Rose Phillips	Council Member
Ronald Rindfleisch	Council Member
Rosemarie Trester	Council Member
Trey Mitchell	Council Member
Markus Savaglio	Council Member
Ryan Sorenson	Council Member
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Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
David Biebel	Director of Public Works
Nancy Buss	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

Mayor Michael Vandersteen	City Representative
Roger Te Stroete	Sheboygan County
Roy Kluss	Lakeshore Technical College District
Mark Boehlke	Sheboygan Area School District
Roberta Filicky-Peneski	Public Member

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SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 19 (the "TID" or "District") is proposed to be created by the City of Sheboygan ("City") as a mixed-use district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately $4.4 million to undertake the projects listed in this Project Plan. The City anticipates completing the projects in multiple phases. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with tax increment cashflow and general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately $10.55 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2035; 4 years earlier than the 20 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- In order to make the areas included within the District suitable for development and/or redevelopment, the City will need to make a substantial investment to pay for the costs of: improvements to the utilities; streets improvements and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development and/or redevelopment to occur, the City has determined that development and/or redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and/or redevelopment of the area is unlikely to occur.

- The City and Sheboygan County EDC commissioned a condo study in 2017 that determined the need for more condos in the City.

- The Harbor Centre Master Plan Phase 3 recommends TID as a funding source and master plans the area identified in the District.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

   - The development expected to occur is likely to generate approximately 20 jobs over the life of the District.

   - The development expected to occur within the District would create approximately 32 residential units, providing housing opportunities for workers and meeting the needs identified by the City and Sheboygan County EDC condo study.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

   - If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

   - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax

increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for a combination of, commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). Lands proposed for newly platted residential development comprise 32.5% (and in no event will exceed 35%) by area of the real property within the District. Any project costs related to newly platted residential development are eligible expenditures based on the finding that the development has a residential housing density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

5. Based upon the findings, as stated above, the District is declared to be a mixed-use District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

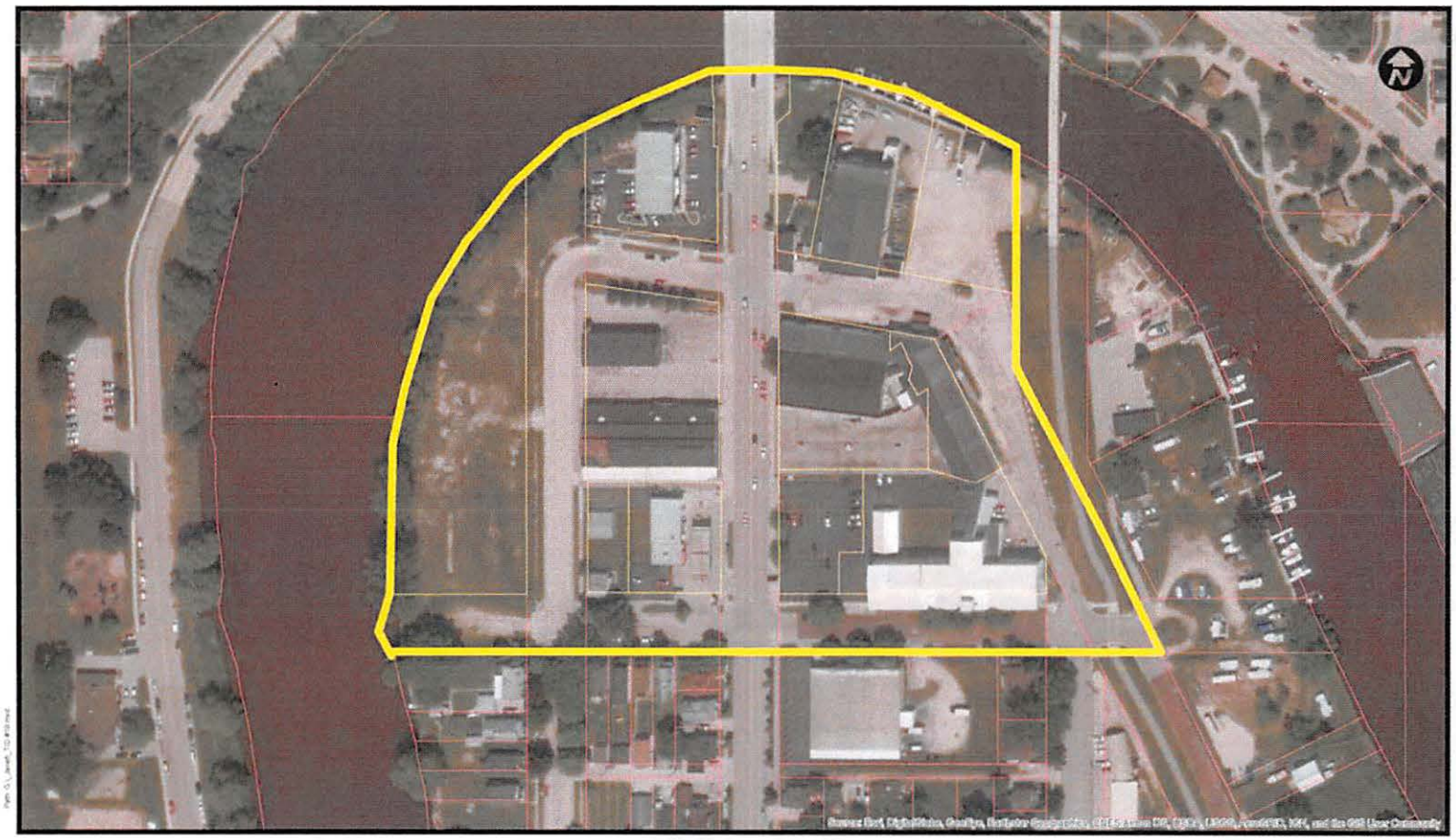
The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District is suitable for a combination of commercial and residential uses as defined within the meaning of Wisconsin Statutes Section 66.1105(2)(cm) (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test). Lands proposed for newly platted residential development comprise 32.5% of the area of the District. To the extent that project costs will be incurred by the City for newly platted residential development, the residential development will have a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that a combination of private commercial and residential development occurs within the District consistent with the City's development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a mixed-use District based on the identification and classification of the property included within the district.

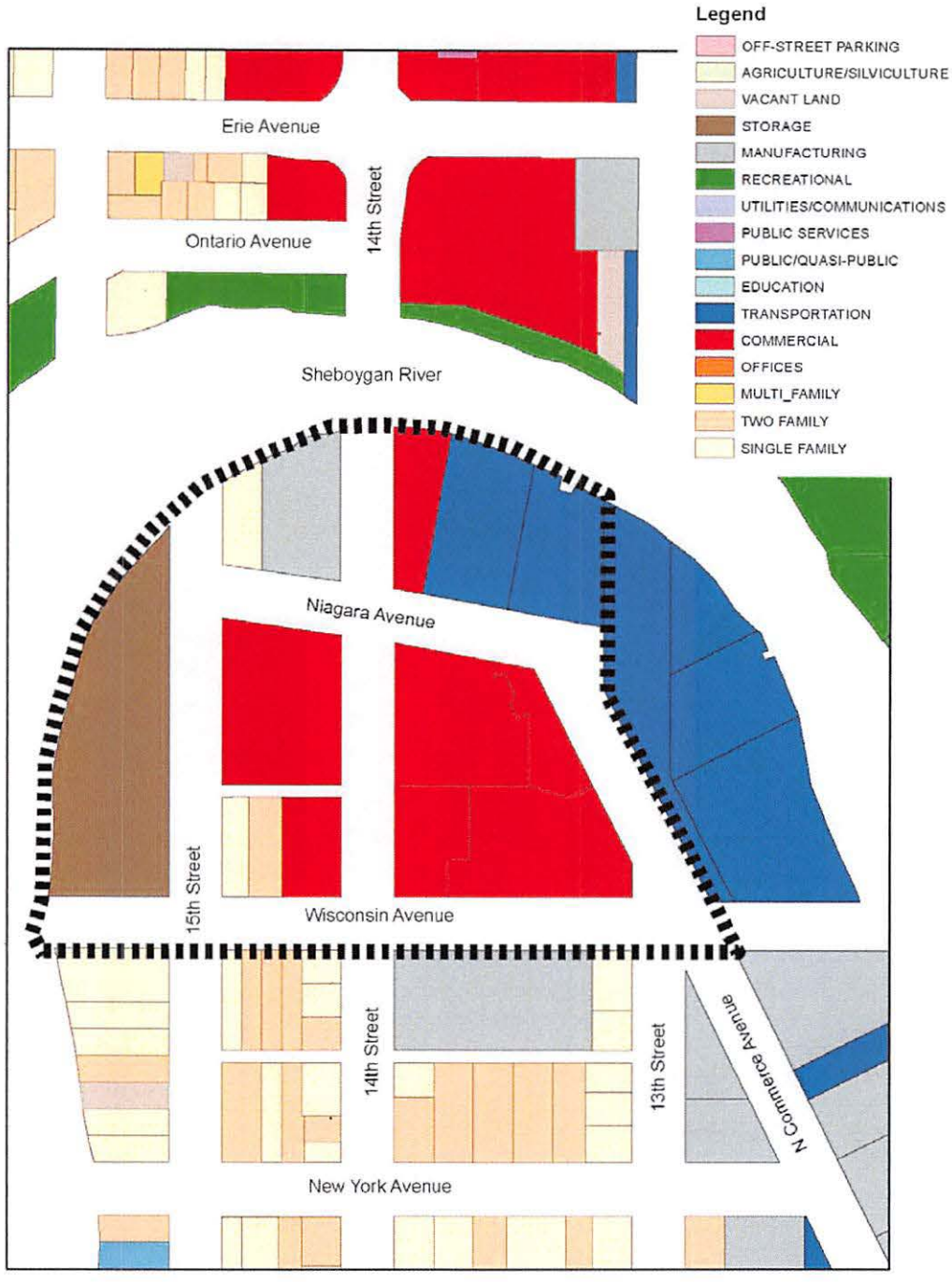
SECTION 3:

Preliminary Map of Proposed District Boundary



TID #19

SECTION 4:
Map Showing Existing Uses and Conditions



TID 19 Land Use Map

SECTION 5:
Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District # 19

Base Property Information

Property Information					Assessment Information				Equalized Value					District Classification				
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use
	59281500611	810 N 14TH ST	ANANDA MARKETING LLC	0.43	112,500	248,900		361,400	100.00%	112,500	248,900	0	361,400		0.43			0.43
	59281500612	1418 WISCONSIN AVE	ANANDA MARKETING LLC	0.19	12,100	36,700		48,800	100.00%	12,100	36,700	0	48,800		0.19			0.19
	59281500110	1316 NIAGARA AVE	CITY OF SHEBOYGAN	0.59	0	0		0	100.00%	0	0	0	0				0.59	0.59
	59281500120	1320 NIAGARA AVE	SHEBOYGAN BOAT DOCTORS LLC	0.69	36,000	132,000		168,000	100.00%	36,000	132,000	0	168,000		0.34		0.34	0.69
	59281500560		RICHARDSON INDUSTRIES INC	2.02	105,500	0		105,500	100.00%	105,500	0	0	105,500				2.02	2.02
	59281500570	822 N 14TH ST	RICHARDSON, INDUSTRIES INC	0.98	145,000	370,200		515,200	100.00%	145,000	370,200	0	515,200		0.98			0.98
	59281500630	827 N 14TH ST	RABIT PROPERTIES, LLC	0.85	147,900	496,700		644,600	100.00%	147,900	496,700	0	644,600		0.85			0.85
	59281500640	826 N COMMERCE ST	RABIT PROPERTIES, LLC	0.96	28,700	107,900		136,600	100.00%	28,700	107,900	0	136,600		0.96			0.96
	59281500142	924 N 14TH ST	OFFICE SERVICE CO LLP	0.74	193,100	471,200		664,300	100.00%	193,100	471,200	0	664,300		0.74			0.74
	59281500131	1336 NIAGARA AVE	HARMONY BAR LLC	0.34	77,500	62,600		140,100	100.00%	77,500	62,600	0	140,100		0.34			0.34
	59281500620		RABIT PROPERTIES, LLC	0.40	73,400	7,000		80,400	100.00%	73,400	7,000	0	80,400		0.40			0.40
	59281500650	1310 WISCONSIN AVE	JAAK REAL ESTATE, LLC	0.90	47,000	137,000		184,000	100.00%	47,000	137,000	0	184,000		0.90			0.90
								0	100.00%	0	0	0	0					0.00
			Total Acreage	9.09	978,700	2,070,200	0	3,048,900		978,700	2,070,200	0		0	6.1326	0	2.9555	9.0881
														0.00%	67.48%	0.00%	32.52%	100.00%
											Estimated Base Value		3,048,900					

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $129,498,200. This value is less than the maximum of $314,352,600 in equalized value that is permitted for the City of Sheboygan. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Sheboygan, Wisconsin

Tax Increment District # 19

Valuation Test Compliance Calculation

District Creation Date	9/17/2018			
	Valuation Data Currently Available 2017	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,619,605,000			2,619,605,000
12% Test	314,352,600			314,352,600
Increment of Existing TIDs				
Existing	126,449,300			126,449,300
				0
				0
				0
				0
				0
Total Existing Increment	126,449,300			126,449,300
Projected Base of New or Amended District	3,048,900			3,048,900
Total Value Subject to 12% Test	129,498,200			129,498,200
Compliance	PASS			PASS

SECTION 7:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: protection of scenic views; maintaining adequate open space; reduction of erosion and sedimentation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To

manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

RDA

Contribution to Redevelopment Authority

As provided for in Wisconsin Statues Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District,and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Possible street and intersection improvements and pedestrian pathways.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include,but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the

time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

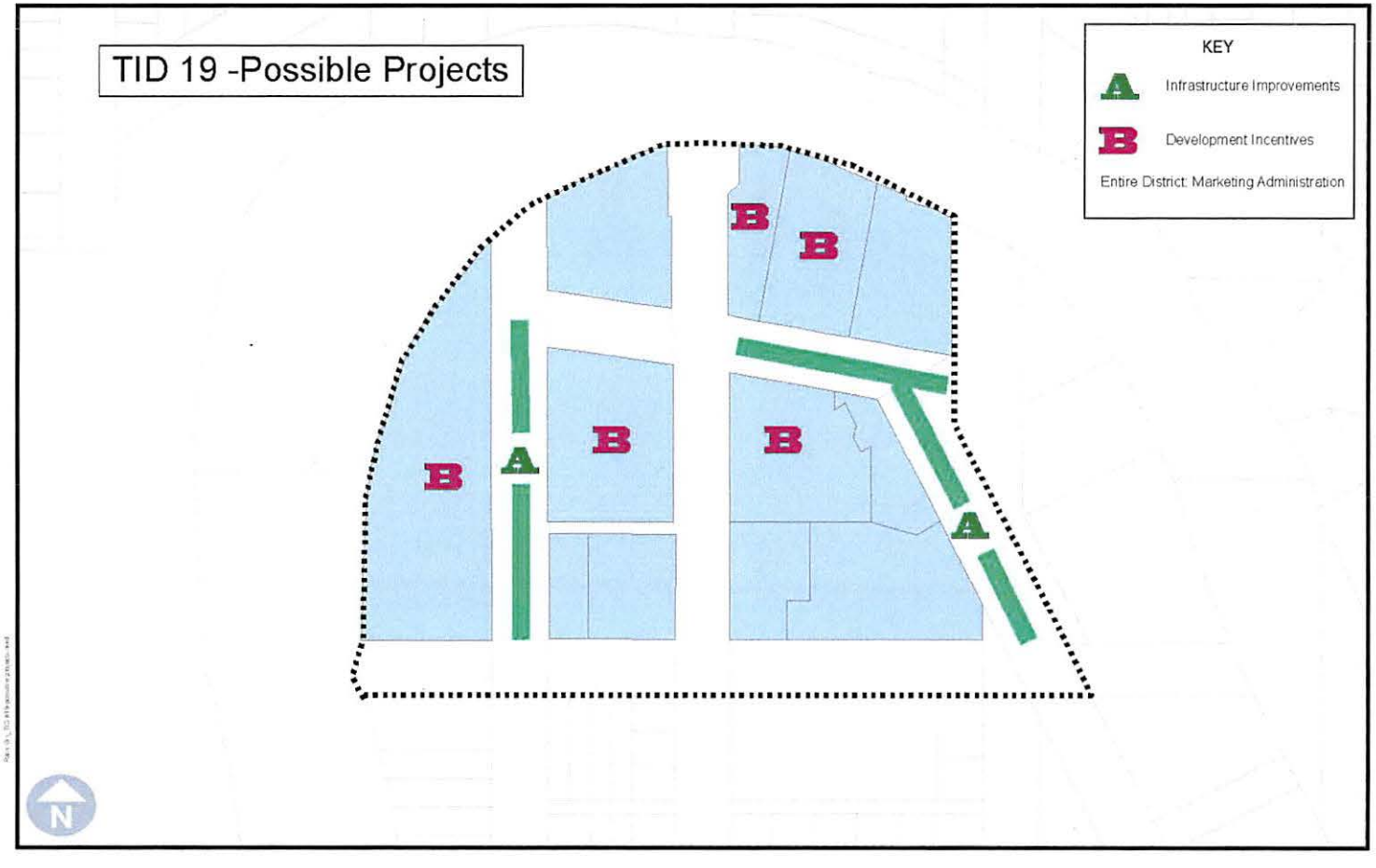
In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8:

Map Showing Proposed Improvements and Uses



SECTION 9:
Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Sheboygan, Wisconsin

Tax Increment District # 19

Estimated Project List

Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III Multiple Years	Multiple Years Year	Total (Note 1)
1	Infrastucture Improvements	300,000	1,500,000			1,800,000
2	Development Incentives	600,000	500,000	400,000		1,500,000
3	Marketing	100,000				100,000
4	Administration				128,917	128,917
5	Interest on Long term debt				851,175	851,175
Total Projects		1,000,000	2,000,000	400,000	980,092	4,380,092

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 10:
Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development and/or redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development and/or redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that development and/or redevelopment and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $130,980,250, of which $94,940,623 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore,

do not count against the City's statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Redevelopment Development Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions.

Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Sheboygan, Wisconsin

Tax Increment District # 19

Estimated Financing Plan

	Funds on Hand 2019		G.O. Bond 2020	Financed through Cash flow Multiple Years	Totals
Projects					
Phase I	700,000			300,000	1,000,000
Phase II			1,500,000	500,000	2,000,000
Phase III				400,000	400,000
Phase IV				980,092	980,092
Phase V					0
Funds on Hand	(700,000)				
Total Project Funds	0		1,500,000	2,180,092	4,380,092
Estimated Finance Related Expenses					
Municipal Advisor			17,700		
Bond Counsel			10,000		
Disclosure Counsel (if engaged)			6,000		
Rating Agency Fee			12,000		
Paying Agent			850		
Underwriter Discount		12.50	19,563		
Debt Service Reserve					
Capitalized Interest					
Total Financing Required			1,566,113		
Estimated Interest		0.25%	(1,875)		
Assumed spend down (months)		6			
Rounding			763		
Net Issue Size	0		1,565,000		

Notes:
Infastructure improvements included in the 2019 issue may be financed as tax exempt
The City reserves the right to use alternate financing solutions for the projects as they are implemented

Development Assumptions

City of Sheboygan, Wisconsin

Tax Increment District # 19

Development Assumptions

Construction Year		Actual	Water's Edge Condo Dev	Retail at former Richardson	Boat Doctors Bldg	Misc Buildings	Annual Total	Construction Year	
1	2018		1,000,000				1,000,000	2018	1
2	2019		6,000,000		400,000		6,400,000	2019	2
3	2020			1,000,000	400,000	300,000	1,700,000	2020	3
4	2021			1,000,000		450,000	1,450,000	2021	4
5	2022						0	2022	5
6	2023						0	2023	6
7	2024						0	2024	7
8	2025						0	2025	8
9	2026						0	2026	9
10	2027						0	2027	10
11	2028						0	2028	11
12	2029						0	2029	12
13	2030						0	2030	13
14	2031						0	2031	14
15	2032						0	2032	15
16	2033						0	2033	16
17	2034						0	2034	17
18	2035						0	2035	18
19	2036						0	2036	19
20	2037						0	2037	20
	Totals	0	7,000,000	2,000,000	800,000	750,000	10,550,000		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin

Tax Increment District # 19

Tax Increment Projection Worksheet

Type of District	Mixed Use		Base Value	3,048,900
District Creation Date	September 17, 2018		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2018	Base Tax Rate	$25.89
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	9/17/2033		
Revenue Periods/Final Year	20	2039		
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	3.50%
Recipient District	No		Taxable Discount Rate	5.00%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	1,000,000	2019	0	1,000,000	2020	$25.89	**25,892**
2	2019	6,400,000	2020	10,000	7,410,000	2021	$25.89	**191,858**
3	2020	1,700,000	2021	74,100	9,184,100	2022	$25.89	**237,792**
4	2021	1,450,000	2022	91,841	10,725,941	2023	$25.89	**277,713**
5	2022	0	2023	107,259	10,833,200	2024	$25.89	**280,490**
6	2023	0	2024	108,332	10,941,532	2025	$25.89	**283,295**
7	2024	0	2025	109,415	11,050,948	2026	$25.89	**286,128**
8	2025	0	2026	110,509	11,161,457	2027	$25.89	**288,989**
9	2026	0	2027	111,615	11,273,072	2028	$25.89	**291,879**
10	2027	0	2028	112,731	11,385,803	2029	$25.89	**294,798**
11	2028	0	2029	113,858	11,499,661	2030	$25.89	**297,746**
12	2029	0	2030	114,997	11,614,657	2031	$25.89	**300,723**
13	2030	0	2031	116,147	11,730,804	2032	$25.89	**303,730**
14	2031	0	2032	117,308	11,848,112	2033	$25.89	**306,768**
15	2032	0	2033	118,481	11,966,593	2034	$25.89	**309,835**
16	2033	0	2034	119,666	12,086,259	2035	$25.89	**312,934**
17	2034	0	2035	120,863	12,207,121	2036	$25.89	**316,063**
18	2035	0	2036	122,071	12,329,193	2037	$25.89	**319,224**
19	2036	0	2037	123,292	12,452,485	2038	$25.89	**322,416**
20	2037	0	2038	124,525	12,577,009	2039	$25.89	**325,640**
	Totals	**10,550,000**		**2,027,009**			**Future Value of Increment**	**5,573,912**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 19

Cash Flow Projection

Year	Projected Revenues				Expenditures								Balances			
	Tax Increments	Interest Earnings/ (Cost)	Funds On Hand including advance from City	Total Revenues	G.O. Bond 1,565,000 Dated Date: 04/01/20 Principal	Est. Rate	Interest	Developer Incentive Condo	Developer Incentives Future	Repay Advance From City	Project Costs	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	Year
		0.25%															
2018				0									0	0	0	2,765,000	2018
2019		0	700,000	700,000							700,000	5,000	705,000	(5,000)	(5,000)	2,765,000	2019
2020	25,892	(13)		25,879						15,779		5,100	20,879	5,000	0	2,765,000	2020
2021	191,858	0		191,858		4.50%	105,638	75,000		6,018		5,202	191,858	0	0	2,690,000	2021
2022	237,792	0		237,792		4.50%	70,425	75,000		87,061		5,306	237,792	(0)	0	2,615,000	2022
2023	277,713	0		277,713		4.50%	70,425	75,000		126,876		5,412	277,713	(0)	(0)	2,540,000	2023
2024	280,490	(0)		280,490		4.50%	70,425	75,000		114,266		5,520	265,211	15,279	15,278	2,465,000	2024
2025	283,295	38		283,333	50,000	4.50%	69,300		75,000			5,631	199,931	83,402	98,681	2,340,000	2025
2026	286,128	247		286,375	75,000	4.50%	66,488		75,000			5,743	222,231	64,144	162,824	2,190,000	2026
2027	288,989	407		289,396	100,000	4.50%	62,550		75,000			5,858	243,408	45,988	208,812	2,015,000	2027
2028	291,879	522		292,401	100,000	4.50%	58,050		75,000			5,975	239,025	53,376	262,188	1,840,000	2028
2029	294,798	655		295,453	100,000	4.50%	53,550		75,000			6,095	234,645	60,808	322,996	1,665,000	2029
2030	297,746	807		298,553	100,000	4.50%	49,050		75,000			6,217	230,267	68,286	391,283	1,490,000	2030
2031	300,723	978		301,701	115,000	4.50%	44,213		75,000			6,341	240,554	61,148	452,430	1,300,000	2031
2032	303,730	1,131		304,862	125,000	4.50%	38,813		75,000			6,468	245,281	59,581	512,011	1,100,000	2032
2033	306,768	1,280		308,048	150,000	4.50%	32,625		75,000			6,597	264,222	43,825	555,837	875,000	2033
2034	309,835	1,390		311,225	155,000	4.50%	25,763		75,000			6,729	262,492	48,733	604,570	645,000	2034
2035	312,934	1,511		314,445	160,000	4.50%	18,675		75,000			6,864	260,539	53,906	658,476	410,000	2035
2036	316,063	1,646		317,709	165,000	4.50%	11,363		75,000			7,001	258,364	59,346	717,822	170,000	2036
2037	319,224	1,795		321,018	170,000	4.50%	3,825					7,141	180,966	140,052	857,874	0	2037
2038	322,416	2,145		324,561		4.50%	0					7,284	7,284	317,277	1,175,151	0	2038
2039	325,640	2,938		328,578	0	4.50%	0					7,430	7,430	321,148	1,496,299	0	2039
Total	5,573,912	17,478	700,000	6,291,391	1,565,000		851,175	300,000	900,000	350,000	700,000	128,917	4,795,092				Total

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented

Projected TID Closure

SECTION 11:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The City anticipates that a portion of the District will be rezoned prior to development.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly development and/or redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The District will also provide for meeting the need identified within the City and County EDC study for more condo development within the City.

SECTION 19:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:

Opinion of Attorney for the City of Sheboygan Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

July 26, 2018

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 19

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2016	
		Percentage
County	12,802,569	19.61%
Special District		0.00%
Municipality	25,349,877	38.82%
School District of Kohler	1,496,426	2.29%
School District of Sheboygan Area	23,774,891	36.41%
Technical College	1,871,939	2.87%
Total	65,295,702	

Revenue Year	County	Special District	Municipality	School District of Kohler	School District of Sheboygan Area	Technical College	Total	Revenue Year
2020	5,077	0	10,052	593	9,427	742	25,892	2020
2021	37,618	0	74,485	4,397	69,857	5,500	191,858	2021
2022	46,624	0	92,318	5,450	86,583	6,817	237,792	2022
2023	54,451	0	107,817	6,365	101,118	7,962	277,713	2023
2024	54,996	0	108,895	6,428	102,130	8,041	280,490	2024
2025	55,546	0	109,984	6,492	103,151	8,122	283,295	2025
2026	56,101	0	111,084	6,557	104,182	8,203	286,128	2026
2027	56,662	0	112,195	6,623	105,224	8,285	288,989	2027
2028	57,229	0	113,317	6,689	106,276	8,368	291,879	2028
2029	57,801	0	114,450	6,756	107,339	8,451	294,798	2029
2030	58,379	0	115,594	6,824	108,413	8,536	297,746	2030
2031	58,963	0	116,750	6,892	109,497	8,621	300,723	2031
2032	59,553	0	117,918	6,961	110,592	8,708	303,730	2032
2033	60,148	0	119,097	7,030	111,698	8,795	306,768	2033
2034	60,750	0	120,288	7,101	112,815	8,883	309,835	2034
2035	61,357	0	121,491	7,172	113,943	8,971	312,934	2035
2036	61,971	0	122,706	7,243	115,082	9,061	316,063	2036
2037	62,590	0	123,933	7,316	116,233	9,152	319,224	2037
2038	63,216	0	125,172	7,389	117,395	9,243	322,416	2038
2039	63,848	0	126,424	7,463	118,569	9,336	325,640	2039
	1,092,880	0	2,163,971	127,741	2,029,523	159,796	5,573,912	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 17, 2018 and ends at 3:00 p.m. on June 14, 2019.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is $1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars ($3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors , the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenace

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of $100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
    a. Name: Sheboygan Area School District
    b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 27th day of August, 2018.

City of Sheboygan

Michael J. Vandersteen, Mayor

Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.

David Kuckuk, Director

Sheboygan Area School District

Seth ~~Harvantine~~ Harvatine, Superintendent

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 20, 2018.

Your Committee to whom was referred Res. No. 65-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends passing the Resolution.

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

5.10

Res. No. 65 - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

Public Works approve

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

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

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5. The term of the Lease commences at 8:00 a.m. on September 17, 2018 and ends at 3:00 p.m. on June 14, 2019.

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Governing Law

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Severability

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    b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

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37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by SASD's financial institution.
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41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of August, 2018.

City of Sheboygan

_____
Michael J. Vandersteen, Mayor

_____
Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.

_____
David Kuckuk, Director

Sheboygan Area School District

_____
Seth Harvantine, Superintendent

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 20, 2018.

Your Committee to whom was referred Res. No. 66-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement Wisconsin Public Service Corporation easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519; recommends passing the Resolution.

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

5.11

Res. No. 64 - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement Wisconsin Public Service Corporation easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for a 12 foot underground easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

Public Works approve.

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

35317

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Sheboygan, Wisconsin,** a municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
59281216519,

Part of Lot 3 of Certified Survey Map, Recorded in the Sheboygan County Register of Deeds Volume 27 of Certified Survey Maps, Page 215, Document 2024388, being part of the Northeast Quarter of the Southwest Quarter of the (NE1/4-SW1/4) of Section 21, Township 15 North, Range 23 East, **Town of Sheboygan, County of Sheboygan, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip, described as the Northerly 12 feet abutting the South Right of Way line of Erie Avenue of the above described Lot 3.

See the ***attached Exhibit "A".***

1. **Purpose: GAS**
The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Sheboygan, Wisconsin
Corporate Name

Sign Name _____
Print name & title

Sign Name _____
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Sheboygan, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

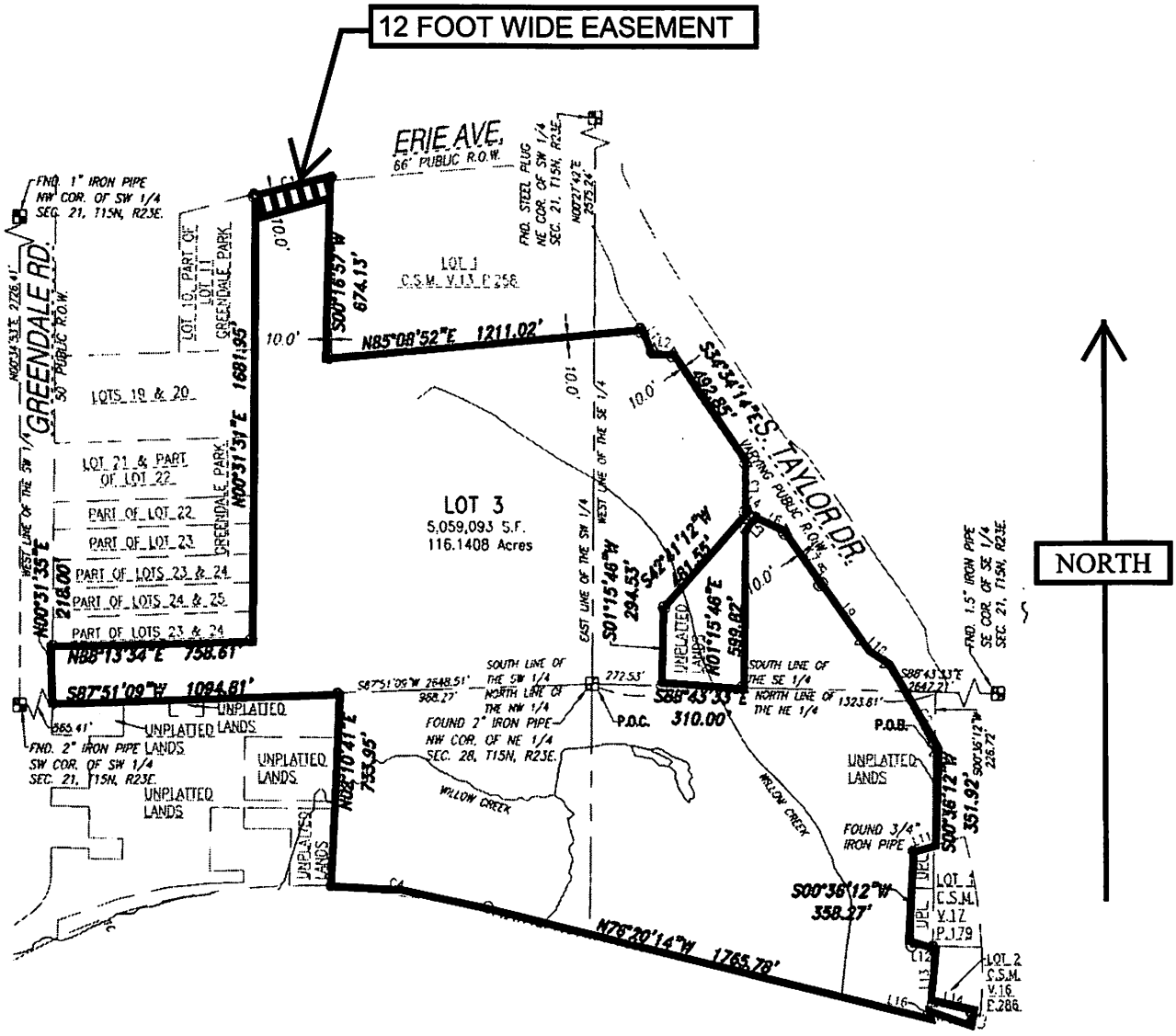
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
March 1, 2018	Sheboygan		Town of Sheboygan	Erie Ave	59281216519
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
202443	050	Sheboygan	2580511	GP Gas Project	Gas Systems-Non Flat Rate

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 20, 2018.

Your Committee to whom was referred Res. No. 67-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for an eight foot underground Wisconsin Public Service Corporation easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081; recommends passing the Resolution.

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

III

5.12

Res. No. 67 - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for an eight foot underground Wisconsin Public Service Corporation easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for an eight foot easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081.

Public Works approve.

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

35313

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Sheboygan, Wisconsin** a Municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
59281100081

Part of Lot 5 of Block 29 Original Plat, **City of Sheboygan, County of Sheboygan, State of Wisconsin**, more particularly described as follows:

An 8 foot wide easement strip, described as the Northerly 8 feet of the above described parcel.

See the ***attached Exhibit "A".***

1. **Purpose: GAS**
The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Sheboygan
Corporate Name

Sign Name _____
Print name & title

Sign Name _____
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Sheboygan, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

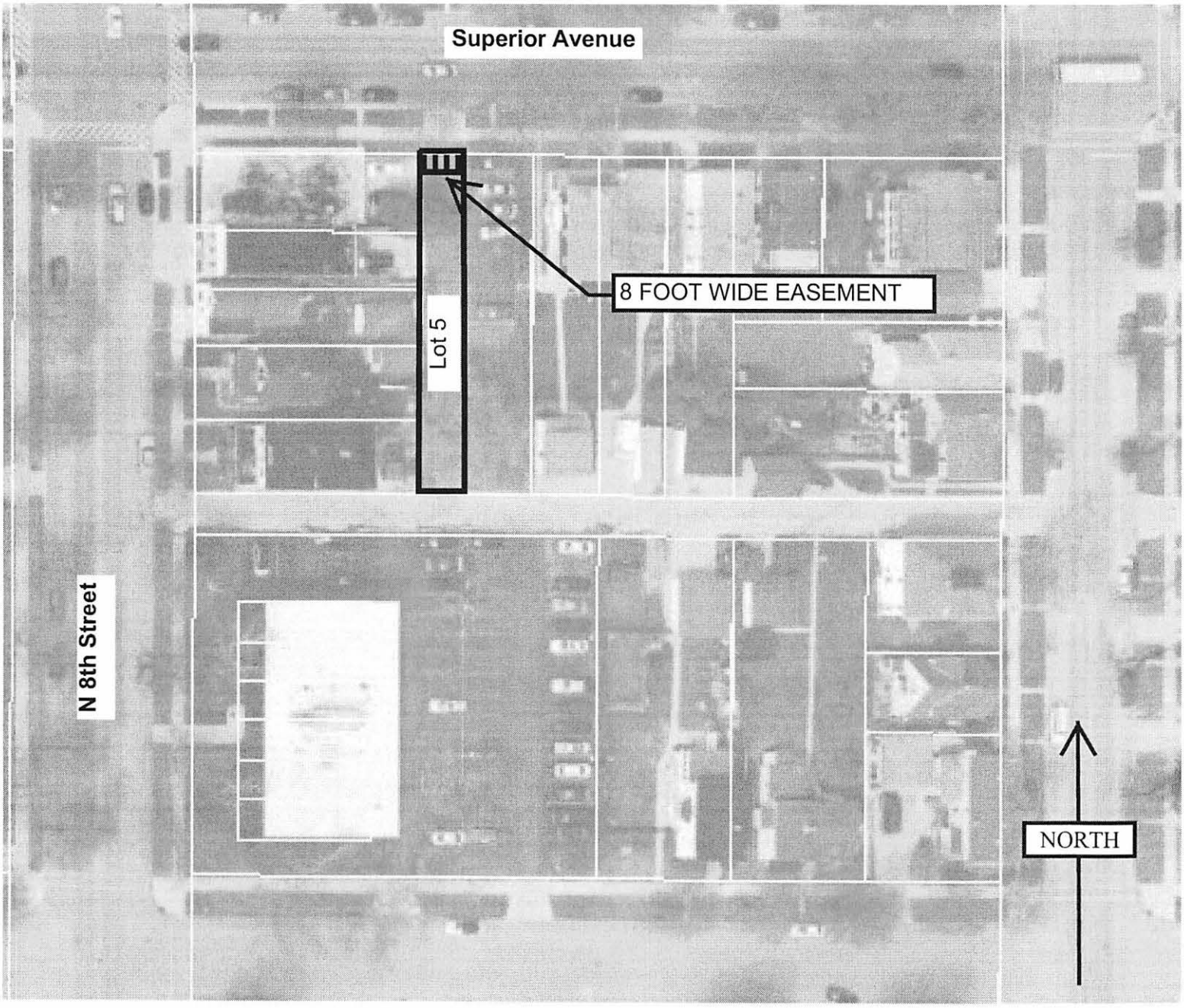
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
March 2, 2018	Sheboygan		City of Sheboygan	Superior Ave	59281100081
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
35313	050	Sheboygan	2549442	GP Gas Project	Gas Systems-Non Flat Rate

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



IX

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Gen. Ord. No. 12-18-19 by Alderperson Rindfleisch repealing Gen. Ord. No. 6-18-19 and amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization; recommends approving the Ordinance as amended.

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

7.2

Gen. Ord. No. 12 - 18 - 19. (as amended) By Alderperson Rindfleisch.
August 6, 2018.

AN ORDINANCE repealing Gen. Ord. No. 6-18-19 and amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization.

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

Section 1. Gen. Ord. No. 6-18-19 is here by repealed.

Section 2. The supplement to Section 82-33 of the Sheboygan Municipal Code on file in the City Clerk's office, entitled, "List of Classes and Class Specifications," is hereby amended so that Section B. 5 and B. 6. of section 82-33 is amended as follows:

Class Title	Class Grade	NO. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
5. WasteWater Lead Plant Operator	MW5	01
6. Engineering Division Engineering Technician	K	01
Add:		
6. Engineering Division Engineering Technician	K	02

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.

_____

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

7.2

Gen. Ord. No. 12 - 18 - 19. By Alderperson Rindfleisch. August 6, 2018.

AN ORDINANCE repealing Gen. Ord. No. 6-18-19 amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization.

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

Section 1. The supplement to Section 82-33 of the Sheboygan Municipal Code on file in the City Clerk's office, entitled, "List of Classes and Class Specifications," is hereby amended so that Section B. 5 and B. 6. of section 82-33 is amended as follows:

Class Title	Class Grade	NO. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
5. WasteWater Lead Plant Operator	MW5	01
6. Engineering Division Engineering Technician	K	01
Add:		
6. Engineering Division Engineering Technician	K	02

Finance + Personnel approve as amended

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.



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. 104 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1077	Gesangverein Concordia	1130 N. 9th Street - One day Event 10/20/18 to be held at IC activity center to include the gymnasium.
3212	Milestones Adult Family Home LLC	7312 Shircel Road - One day event to be held 09/13/18 at Fountain Park.
1377	St Dominics Church	2133 N. 22nd Street - Two day event to be held 09/15/18-09/16/18 in the parish activity center.

CARNIVAL LICENSE

No.	Name	Address
3223	ST Productions	2225 N. 38th Street - Haunted house in 5 semi-trailers located at 1202 S. Wildwood Avenue Friday and Saturday nights from 09/28/18-10/27/18.

Consent.

II

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

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

Finance + Personnel

_____

CITY CLERK

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

AUG 13 '18 PM 2:47

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date: 8/13/18 Time: 2:24 am/pm
( ) Personal
( ) Posted
( ) Substitute
(X) Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

Process Server _____
Date _____ Time _____ am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

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

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2018 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2018, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2018 value of the Property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2018 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Based on the BOR's Waiver determination, Wis. Stat. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was provided to Walmart's agent-in-fact, Paradigm Tax Group, on June 12, 2018.

8. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

9. The allegations of paragraphs 1-8 are incorporated as if fully re-alleged herein.

10. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

11. The 2018 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2018 was excessive.

12. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. The value of the Property as of January 1, 2018 was no higher than $6,250,000.

15. Upon information and belief, the 2018 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

16. Walmart is entitled to a refund of 2018 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

17. The allegations of paragraphs 1-16 are incorporated as if fully re-alleged herein.

18. As alleged above, the City's BOR delegated its authority to determine the 2018 value of the Property to this Court for its determination.

19. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2018 value of the Property as set forth in Wis. Stat. §70.47.

20. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2018 value of the Property from $13,265,000 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

21. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2018 was no higher than $6,250,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 9th day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440
tc/Walmart/Walmart-Sheboygan-City/p-2018/complaint2018-08-09

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)* *	
Wal-Mart Stores Inc		Brendan Douylliez/Robert Hill	
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712		Agent's mailing address Paradigm Tax Group 30 N LaSalle St. #3520 Chicago, IL 60602	
Requestor's telephone number (479) 204 - 3835	☒ Land Line ☐ Cell Phone	Agent's telephone number (312) 252 - 0322	☒ Land Line ☐ Cell Phone
Requestor's email address brandon.caplena@walmart.com		Agent's email address bdouylliez@paradigmtax.com	

Property address 3711 S Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number 59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing $ 13,265,000	
Property owner's opinion of value $ 6,250,000	
Basis for request Pending Matters in Circuit Court for 2017	
Date Notice of Intent to Appear to BOR was given 06 - 04 - 2018	Date Objection Form was completed and submitted 06 - 04 - 2018

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for waiver of BOR hearing at their June 12, 2018 meeting.

Board of Review Chairperson's Signature

MD Meredith Dobson - City Clerk

6/12/18
Date

☐ Taxpayer advised _____
Date

PA-813-R 10-16

Wisconsin Department of Revenue

Blumberg No. 5118 EXHIBIT A

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2018CV000441
Class Code: Money Judgment

FILED
08-09-2018
Sheboygan County
Clerk of Circuit Court
2018CV000441
Honorable Kent
Hoffmann
Branch 2

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

Case number 2018CV000441 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 8389de

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

08-09-2018
Date

II

R. O. No. _____ - 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

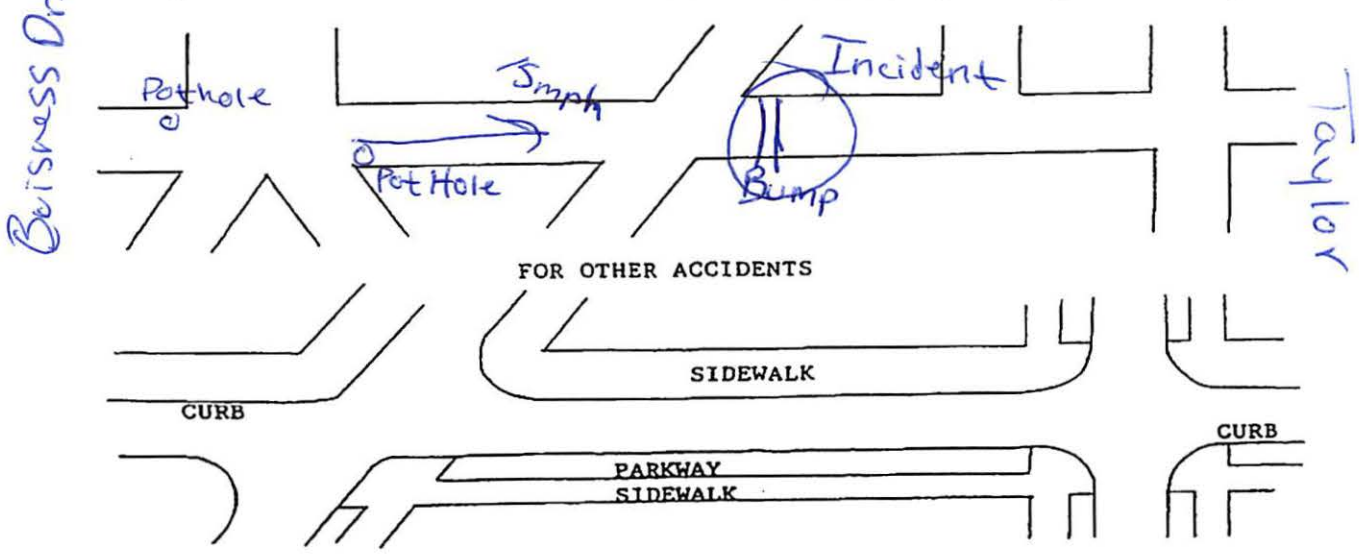
Damaged vehicle (if applicable)

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

	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

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

ALEXSHARICK@YAHO.COM

JOB# 1 CHARGES

LABOR

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

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

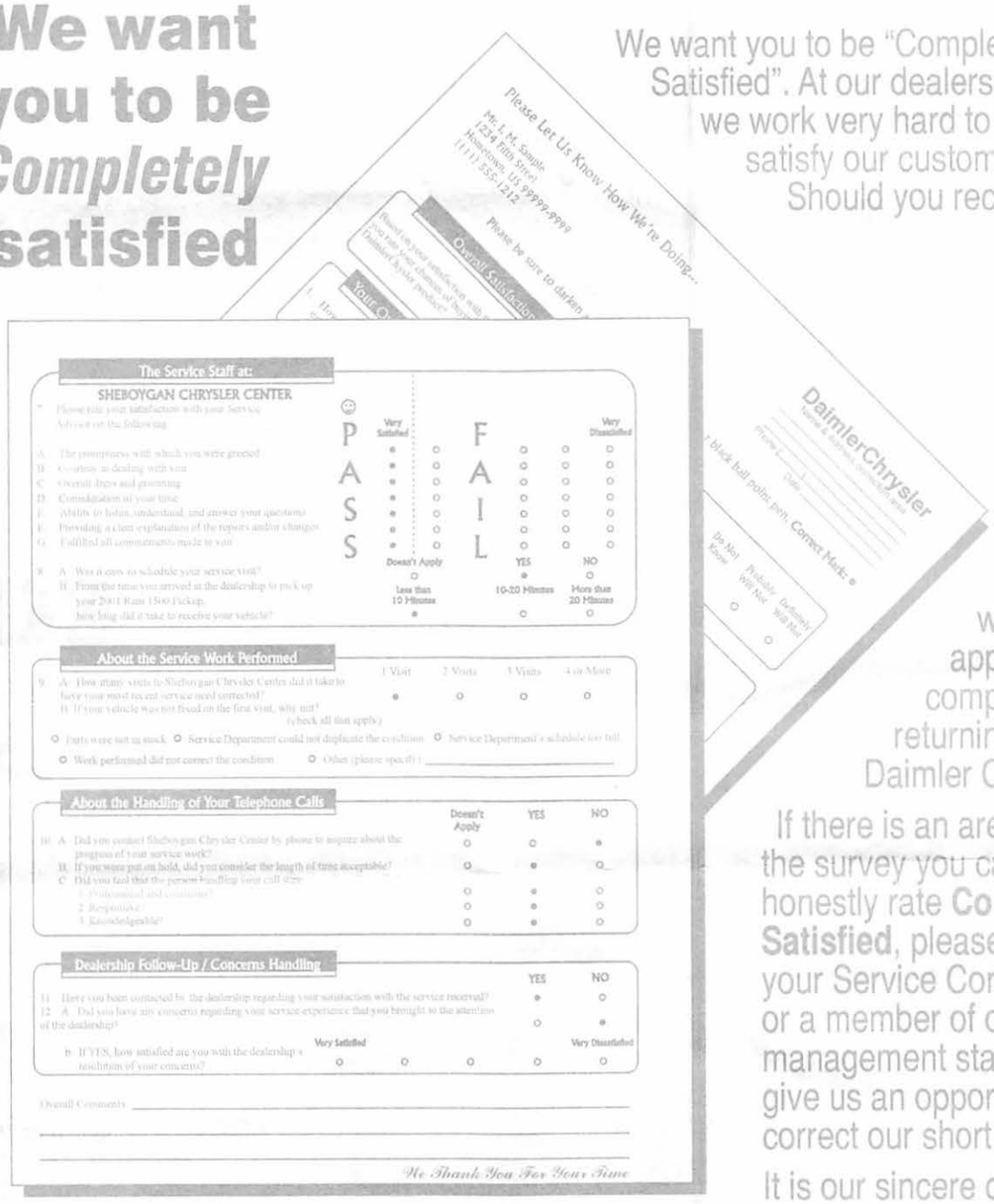
Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

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

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
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192912	JEREMEY BURGARD	1683	5267	08/08/18	CHCS852632

	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
ALEXANDER K SHARICK		387YZN	139,312	GRAY/	B8534X
1447 PARKVIEW TER APT 32	YEAR / MAKE / MODEL			DELIVERY DATE	DELIVERY MILES
SHEBOYGAN, WI 53081-5079	08/FORD TRUCK/ESCAPE/4DR 2WD XLT			11/07/17	135,572
	VEHICLE I.D. NO.			SELLING DEALER NO.	PRODUCTION DATE
	1FMCU031X8KA68341				
ALEXSHARICK@YAHO.COM	F.T.E. NO.	P.O. NO.		R.O. DATE	
				07/31/18	

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
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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 ERAINTSI14E CC218892 Q (12/13)



THANK YOU

Completely Satisfied

If you have any questions pertaining to this visit, your Service Advisor today is:

JEREMEY BURGARD

(920) 459-6025

Your Complete Satisfaction is our #1 Priority

S-1076

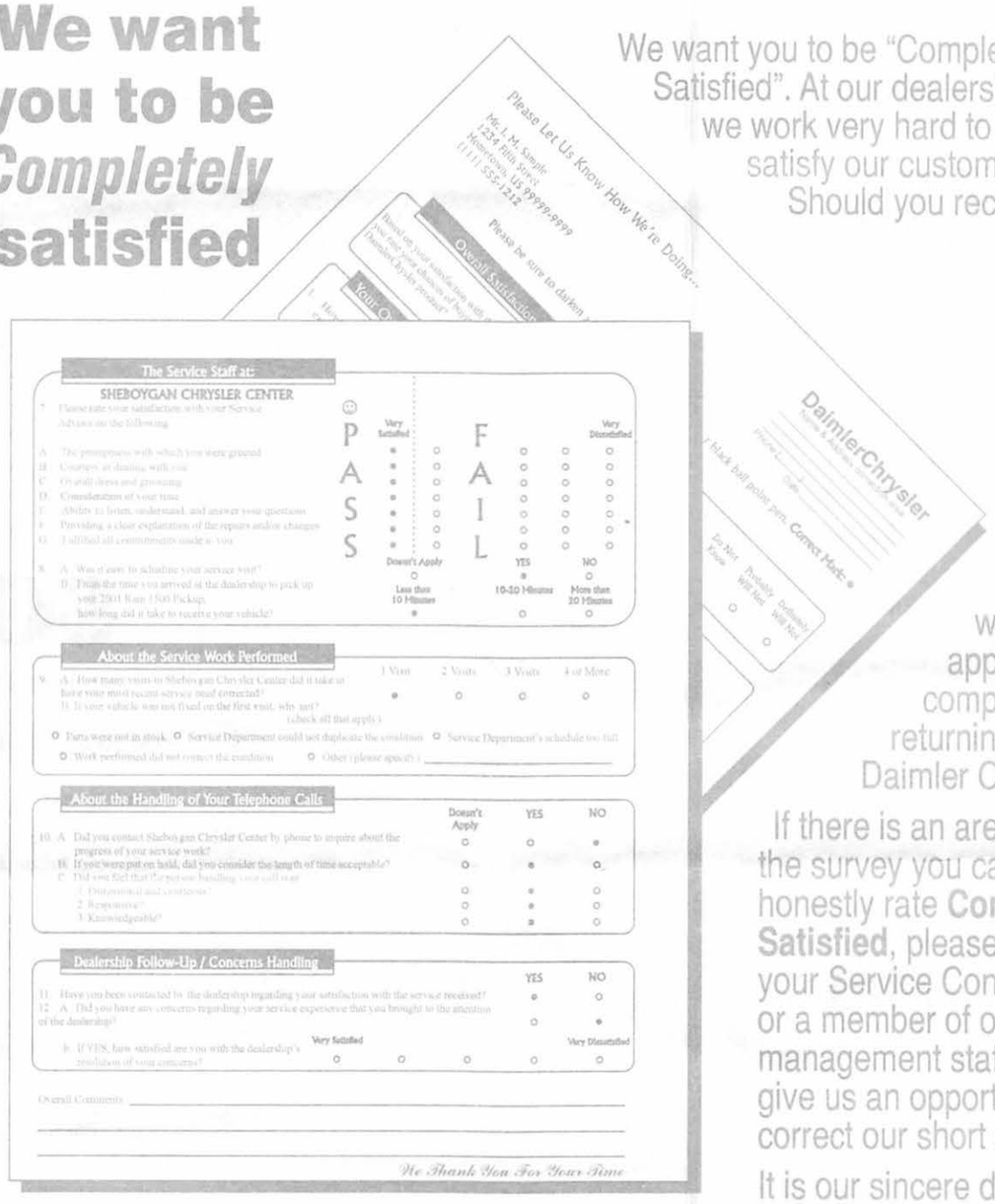
Transmission Fluid Exchange

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

II

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

Submitting a communication from Matt Wierzbach regarding parking during the Para World Sailing Championships.

Public Works

CITY CLERK

World Sailing | USA 2018 Para World Sailing Championships | seas SAIL SHEBOYGAN US SAILING CENTER

August 1, 2018

City of Sheboygan
Common Council Members
626 Center Ave
Sheboygan WI 53081

Dear members of the Sheboygan Common Council,

The Sailing Education Association of Sheboygan (SEAS), will be hosting the Para World Sailing Championships for all disabilities the week of Sept. 16th-22th. The primary location will be at the Sheboygan Yacht Club and Harbor Centre Marina with spectating for races off of South Pier. We are very excited to be hosting these events as it brings focus to the City of Sheboygan to the sailing world.

This event will be one of our largest with containers and boats coming from around the world. Therefore, we request permission from the City of Sheboygan Common Council to use space in the parking lot located at the Harbor Centre Marina immediately north of the Sheboygan Yacht Club, in front of the Sheboygan Youth Sailing Center, to store containers for easy access, evening storage of the boats, mobile facilities for officials, and to relocate the sailboats from the Sheboygan Yacht Club during the week of the event from Sept. 16-22. The day after the conclusion of the World Sailing Championships, the boats will be returned to the lot on the Sheboygan Yacht Club grounds and containers will begin to leave.

We seek permission to reserve the parking stalls on the western most portion of the parking lot as early as September 7th and close the full lot as of September 12th- 25th. By only using a portion for containers prior to the event we hope to minimize disruption to as much as possible. We also ask permission to use the Armory parking lot for additional storage and parking space beginning September 7th.

Thank you for your consideration.

With respect,

Matt Wierzbach
Regatta Chairman

1837 Superior Ave
Sheboygan WI 53083
info@seasheboygan.org ~ SEASheboygan.org
920-547-5582

III

Res. No. ____ - 18 - 19. By Alderpersons Wolf and Donohue.
August 20, 2018.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Wal-Mart Stores, Inc., Sheboygan County Circuit Court Case No. 2018CV000441. It is anticipated that this lawsuit will be consolidated with Case No. 2017CV000616 filed by Wal-Mart Stores, Inc. on November 22, 2017.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

Adopted
Pass

_____

_____

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 Alderpersons Rindfleisch and Bohren.
August 20, 2018.

A RESOLUTION authorizing the appropriate City officials to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC to include additional City-owned land.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC, a copy of which is attached hereto and incorporated herein.

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

GROUND LEASE AMENDMENT NO. 1

This Ground Lease Amendment No. 1 is entered into this _____ day of _____, 2018, between the City of Sheboygan, a Wisconsin municipality ("Landlord") and PAJA Properties, LLC, a Wisconsin limited liability company ("Tenant").

The Ground Lease dated November 2, 2015 is amended as follows:

1. Section 1.01. Premises, is amended as follows: Exhibit AA and the property described therein replaces Exhibit A for the real estate subject to the Ground Lease.

2. In all other respects, the Ground Lease shall remain in full force and effect.

LANDLORD:

CITY OF SHEBOYGAN

BY_____
MICHAEL VANDERSTEEN, Mayor

BY_____
MEREDITH DeBRUIN, City Clerk

TENANT:

PAJA PROPERTIES, LLC

BY_____
AARON SLOMA, Member

AP Lulloff
LAND SURVEY, LLC
Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

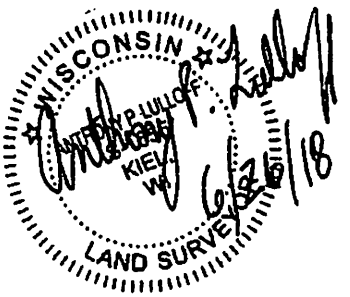
June 26, 2018

GROUND LEASE DESCRIPTION
IN SECTION 23, T.15 N., R. 23 E.,
CITY OF SHEBOYGAN PARCEL #59281109920

Part of the Lots 5 and 6, Block 206, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 181, Original Plat, City of Sheboygan; thence S89°-37'-57"E 66.00 feet to a point on the East Right of Way for Riverfront Drive; thence S89°-36'-57"E along the North right of way line for vacated Virginia Avenue 88.96 feet; thence S00°-12'-28"W 77.01 feet to the point of beginning; thence S12°-23'-01"W 46.06 feet; thence S03°-07'-04"W 63.56 feet; thence S85°-09'-50"E 79.73 feet; thence N11°-19'-51"E 46.95 feet; thence N00°-17'-03"E 68.62 feet; thence N89°-36'-57"W 75.68 feet to the point of beginning and containing 9238 square feet (0.21 acres) of land.

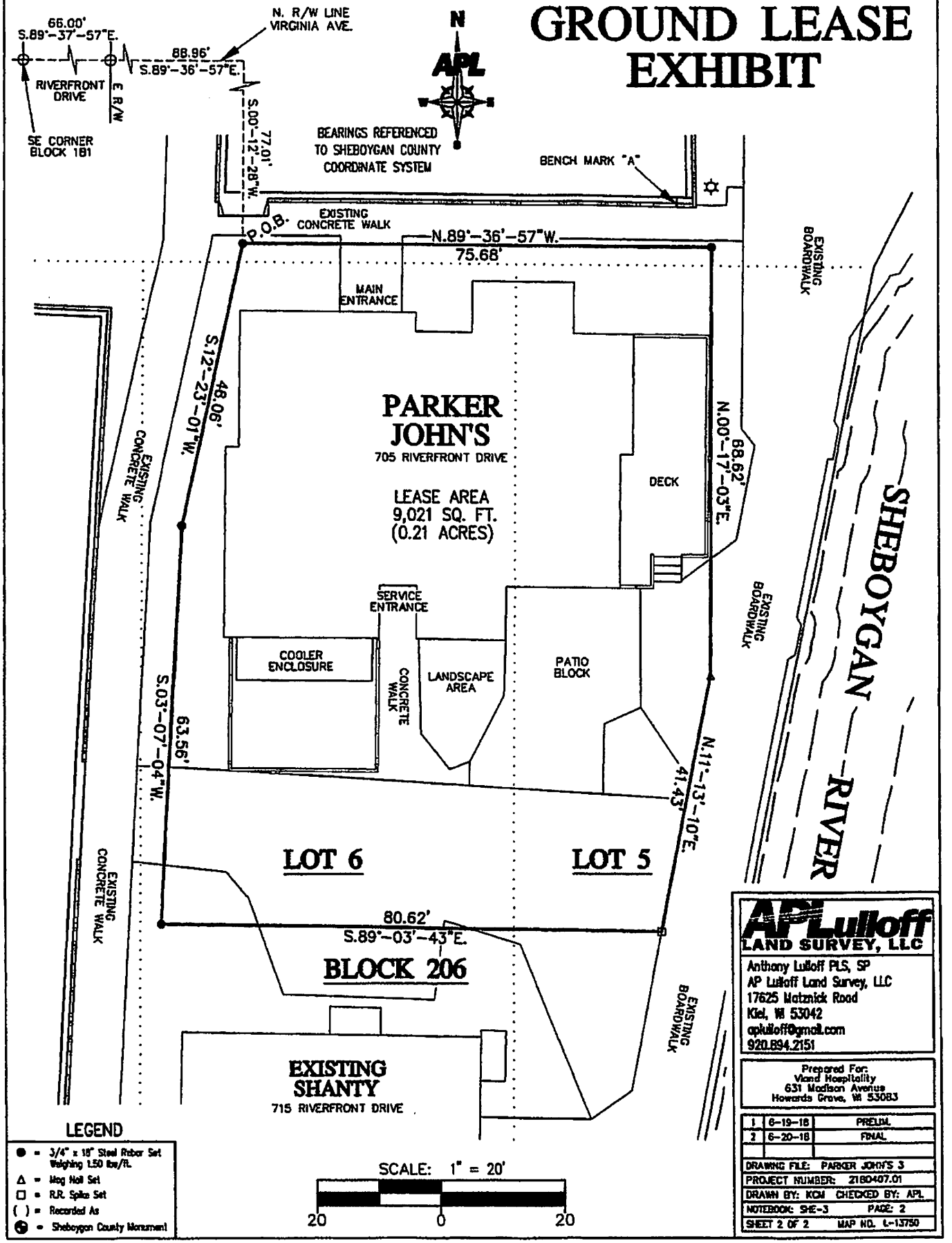
Prepared for:
Viand Hospitality
631 Madison Avenue
Howards Grove, WI 53083



PO: 2180407.01 SHEET 1 OF 2 L-13750

EXHIBIT AA

GROUND LEASE EXHIBIT



LEGEND

- ● = 3/4" x 18" Steel Rebar Set Weighing 1.50 lbs/ft.
- △ = Mag Nail Set
- □ = R.R. Spike Set
- ( ) = Recorded As
- ⊕ = Sheboygan County Monument

SCALE: 1" = 20'

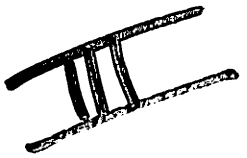
20 0 20

AP Lulloff LAND SURVEY, LLC
Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

Prepared For:
Vland Hospitality
631 Madison Avenue
Howards Grove, WI 53083

1	6-19-18	PRELIM.
2	6-20-18	FINAL

DRAWING FILE:	PARKER JOHN'S 3
PROJECT NUMBER:	2180407.01
DRAWN BY: KCM	CHECKED BY: APL
NOTEBOOK: SHE-3	PAGE: 2
SHEET 2 OF 2	MAP NO. L-13750



Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 20, 2018.

A RESOLUTION authorizing the sale of City-owned property to Glacial Lakes Conservancy, Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Agreement between the City of Sheboygan and Glacial Lakes Conservancy, Inc.

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

OFFER TO PURCHASE AGREEMENT

This **OFFER TO PURCHASE AGREEMENT** (the "Offer Agreement") is made and entered into as of the dates set forth below, by and between the City of Sheboygan, Wisconsin, a municipal corporation (the "Seller") and Glacial Lakes Conservancy, Inc., a Wisconsin not-for-profit corporation. (the "Purchaser"). Purchaser and Seller are sometimes hereinafter singularly referred to as "Party" and collectively as "Parties"

WHEREAS, the City of Sheboygan is the sole owner of real property ("Property") located in the City of Sheboygan, Wisconsin, which is described in the attached Exhibit A and has the following tax parcel numbers: 59281216519, 59281216524, 59281216518;

WHEREAS, the Seller desires to sell and transfer all of its interest in the Property to the Purchaser, and the Purchaser desires to purchase the Property from the Seller;

WHEREAS, the purposes of this Offer Agreement are to set forth the terms of the sale of the Property by the Seller to the Purchaser; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Purchase Price. The Purchase Price for the Property is Four Hundred Fifty Thousand and no/100s Dollars ($450,000.00). The Purchase Price, in the amount provided in this section, shall be paid in cash or equivalent at closing.

2. Earnest Money. Accompanying the executed copy of this Offer Agreement delivered by Purchaser to Seller is a single check in the amount of One Thousand Dollars ($1000.00) (the "Earnest Money"). Seller will hold the Earnest Money check and disperse such Earnest Money only as provided herein. Additional Earnest Money of One Thousand Dollars ($1000.00) will be mailed, or commercially or personally delivered to Sheboygan City Attorney Office, 606 N. 9th Street, Sheboygan, WI 53081, within five (5) days of the acceptance of this Offer Agreement by the Seller.

3. Binding Acceptance. Subject to the contingencies contained in Paragraph #14 herein, Binding Acceptance occurs when the Seller and the Purchaser have each signed one copy of this Offer Agreement or an identical copy and a signed copy (or facsimile) of the Offer Agreement has been delivered to Purchaser at 529 Ontario Avenue, Sheboygan, WI 53081 and to Purchaser's attorney on or before July 31, 2018 and to Chad Pelishek, Director of Planning and Development, City of Sheboygan, 606 N. 9th Street, Sheboygan, WI 53081. (chad.pelishek@sheboyganwi.gov)

4. Closing. The closing of the transactions provided for in this Offer Agreement, shall occur no later than December 31, 2018, unless extended by the Parties in writing.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, which representations and warranties shall survive the Closing, that: (a) such Seller has full power and authority to execute and deliver this Offer Agreement, to perform such Seller's

obligations hereunder, and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Offer Agreement and the consummation of the transaction provided for herein have been duly and validly authorized by all necessary action on the part of such Seller; (c) this Offer Agreement has been duly executed and delivered by such Seller and constitutes the valid and binding agreement of such Seller, enforceable against such Seller in accordance with its terms; and (d) there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of such Seller, threatened against, relating to or involving such Seller which could reasonably be expected to adversely affect such Seller's ability to consummate the transactions contemplated by this Offer Agreement.

6. Zoning Classification Confirmation: This offer is contingent upon Seller providing to Purchaser verification that the Property is zoned Planned Unit Development and that the Property's zoning allows the Purchaser's proposed use of conservation and natural area or that the Seller has changed the zoning by the date of closing to permit Purchaser's proposed use.

7. Conveyance of Title: Upon payment of the Purchase Price Seller shall convey the Property by Warranty Deed free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, and recorded easement(s) for the distribution of utility and municipal services. Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Purchaser.

8. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, which representations and warranties shall survive the Closing that Purchaser has, or will obtain, full power and authority to execute and deliver this Offer Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Offer Agreement is contingent upon approval by the Common Council of the City of Sheboygan. Except as otherwise provided, this Offer Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser represents and warrants to Seller that there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of Purchaser, threatened against, relating to or involving Purchaser which could reasonably be expected to adversely affect Purchaser's ability to consummate the transactions contemplated by this Offer Agreement.

9. Property Taxes: It is understood and agreed by the Parties that Purchaser may exercise its option to request a Property Tax Exemption under s. 70.11(2), Wis. Stats.

10. Default and Remedies.

a. Seller Default. In the event the Seller breaches its obligations hereunder, and if such breach is not cured within five (5) days from written notice from Purchaser to Seller, or within fifteen (15) days from such notice, if Seller has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, the Purchaser may elect the following as Purchaser's sole and exclusive remedies: (i) terminate this Offer Agreement as to defaulting Seller, in Purchaser's sole discretion; and receive the original Earnest Money and additional Earnest

Money uncashed checks made payable to Seller with respect to whom the Offer Agreement has been terminated, in which event this Offer Agreement shall be null and void without further recourse as between Purchaser and the defaulting Seller: or (ii) take legal actions necessary for specific performance; or (iii) in the event that specific performance is not available through no fault of the Purchaser, request the uncashed original Earnest Money and additional Earnest Money uncashed checks, and sue defaulting Seller for actual damages.

b. Purchaser Default. In the event Purchaser breaches its obligations to close hereunder, and if such breach is not cured within five (5) days from written notice from Seller to Purchaser, or within fifteen (15) days from such notice, if Purchaser has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, Seller may elect the following as Seller's sole and exclusive remedies: (i) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as liquidated damages, in which event this Offer Agreement shall be null and void as between Seller and Purchaser without further recourse to either of such Parties; or (ii) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as partial payment of damages and sue Purchaser for any further damages. If Seller elects to terminate the Offer Agreement under this Paragraph, Purchaser shall have the option, exercisable by delivery of notice to the Seller within five (5) days after receipt of notice of termination from the Seller, to terminate this Offer Agreement in its entirety.

c. Termination Without Default. Notwithstanding anything else contained in this Offer Agreement to the contrary, if the sale of the Property by the Seller to the Purchaser does not occur on or before December 31, 2018, due to no fault of any Party this Offer Agreement shall be extended for 180 days.

11. Notices. Any notices or other communications required or permitted hereunder shall be in writing (unless sent electronically by e-mail) and shall be considered delivered when (i) delivered by hand, (ii) mailed by certified mail, return receipt requested, first class postage prepaid, or (iii) sent via e-mail, addressed as follows (or to such other address as either Party may from time to time designate by written notice to the other:

To Seller: Chad Pelishek
Director of Planning and Development
City of Sheboygan
606 N. 9th Street
Sheboygan, WI 53081
chad.pelishek@sheboyganwi.gov

With a copy to:

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

To Purchaser: Rose Phillips
~~Acting~~ Director
Glacial Lakes Conservancy
529 Ontario Avenue
Sheboygan, WI 53081

With a copy to:

Attorney Peter McKeever
6302 Southern Circle
Monona, WI 53716
petermckeever@charter.net

12. Entire Agreement, Binding Effect; Amendment. Upon execution hereof by Purchaser and Seller, this instrument shall contain the entire agreement between the Parties hereto with respect to the transaction contemplated hereby. There shall be no agreements or understandings between the Parties other than those set forth herein or executed simultaneously herewith. This Offer Agreement shall be binding upon the Parties hereto and their respective successors and assigns. This Offer Agreement may be amended, modified, superseded or canceled only by a written instrument executed by Purchaser and Seller.

13. Financing. The Parties understand, accept and agree that this transaction is contingent on (1) funding for this transaction being provided by the Wisconsin Department of Natural Resources ("WDNR") via settlement funds obtained by the Trustees for natural resources for the Site known as the Sheboygan River and Harbor Natural Resource Damage Assessment and Restoration and (2) the WDNR receiving a conservation easement in the form depicted on Exhibit A from the Purchaser on the Property and (3) the purchaser of the property signing a grant agreement with DNR for the provision of funding.

14. Time of the Essence. Time is deemed to be of the essence with respect to all of the terms and provisions of this Offer Agreement.

15. Dispute Resolution. In the event of a dispute among the Parties to this Offer Agreement regarding the provisions of this Offer Agreement, any Party may, by written notice to the other Parties, call for mediation of the dispute before a mediator to be agreed upon by the Parties. If the dispute is not resolved by mediation within thirty (30) days of such notice, then any Party may proceed to exercise all rights and remedies available under applicable law and this Offer Agreement.

16. Counterparts, Facsimile Signatures. This Offer Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same agreement. Signed documents transmitted by facsimile or by e-mail shall be accepted by the Parties as original for purposes of this Offer Agreement.

17. Brokers. Each Party represents and warrants to the other Parties that he/she has not employed and is not liable for the payment of a fee or commission to a finder, broker, governmental official, consultant or similar person in connection with the transactions contemplated by this Offer Agreement, and that such party shall so certify in writing at Closing.

18. Governing Law. This Offer Agreement concerns real property located in the State of Wisconsin, has been negotiated within the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

19. Captions. The captions in this Offer Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

20. Binding Effect. The terms and conditions of this Offer Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

21. Assignment by Purchaser. Purchaser shall have the right to assign this Offer Agreement to any affiliate of Purchaser; provided, however, Purchaser shall not be released of the liabilities hereunder.

22. Survival of Warranties/Obligations. Each of the obligations and warranties of each of the parties set forth herein shall survive the Closing of the transaction contemplated herein without limitation.

23. Construction of Agreement. The Parties covenant and agree that the Parties to this Offer Agreement have had the opportunity to participate fully and equally in the negotiation and preparation hereof, and, accordingly, that this Offer Agreement shall not be construed more strictly against either Party hereto, nor any ambiguities within this Offer Agreement resolved against either Party hereto.

24. Execution Time Limit. This Offer Agreement shall be void and of no force or effect if not executed by Seller and delivered to Purchaser's attorney by September 15, 2018 unless extended in writing by Purchaser.

[Signature Page of the Offer to Purchase Agreement to Follow]

IN WITNESS WHEREOF, the Parties have caused this Offer to Purchase Agreement to be executed as of the dates set forth below.

SELLER:

For the City of Sheboygan:

_____
Michael Vandersteen
Title: _____

_____
Meredith DeBruin
Title: _____

Dated this_____day of _____, 2018

PURCHASER:

Glacial Lakes Conservancy, Inc.
By:

_____
Andrew Morris, President

Dated this 16th day of August, 2018

Exhibit A

Description of Property

Tax parcels: 59281216519, 59281216524, 5928121651

Exhibit B. Grant of Conservation Easement
(Following 21 pages)

III

Res. No. _____ - 18 - 19. By Alderperson Donohue. August 20, 2018.

A RESOLUTION authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation)and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of $15,154 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of $15,154, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

LHPS

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS and PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize Application for the 2018 Justice Assistance Grant Program Award.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: August 15, 2018 **MEETING DATE:** August 29, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides local units of government with critical funding necessary to support a range of program areas including technology improvement. Funds are awarded on a formula basis and eligible applicants are limited to units of local government that appear on the allocations list. The City of Sheboygan and Sheboygan County are eligible to obtain a grant in the amount of $ 15,154. To obtain the funds the City and County must enter into a Memorandum of Understanding and share the proceeds.

STAFF COMMENTS:

The City and the County have a long history of entering into a Memorandum of Understanding and sharing the proceeds of this grant. Application for this grant will allow the Police Department to leverage federal resources to purchase two semi rugged laptop computers and docking stations for use in police department squads.

ACTION REQUESTED:

Motion to recommend to the council to approve and authorize the Chief of Police and Mayor to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan.

ATTACHMENTS:

I. Res. No. 00-18-19

III

Res. No. ___ - 18 - 19. By Alderpersons Wolf and Sorenson. August 20, 2018.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Tony M. and Nancy L. Berken, 3228 North 7th Street, Sheboygan, WI

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

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2018, by Tony M. Berken, and Nancy L. Berken, a married couple residing at 3228 N. 7th Street, Sheboygan, Wisconsin 53081, "**GRANTOR,**" and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281012140
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north 8 feet and the west 8 feet of the following described property:

> NORTH SHORE SUBDIVISION NO. ONE (1), THE NORTH THIRTY ONE (31) FEET OF LOT TWO (2), ALL OF LOT THREE (3), AND THE EAST FIFTEEN (15) FEET OF THE SOUTH SIXTY SEVEN (67) FEET SIX (6) INCHES, OF LOT FIVE (5), ALL IN BLOCK TWO (2), ALSO THE EAST FIFTEEN (15) FEET OF THE VACATED PLAYGROUND ADJACENT THERETO, EXCLUDING THE SOUTH SEVENTY SEVEN (77) FEET THEREOF, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this _____day of _____, 2018.

_____
Tony M. Berken
(Sign in the presence of a Notary Public)

_____
Nancy L. Berken
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of _____, 2018, Tony M. Berken and Nancy L. Berken, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public-Sheboygan County
My commission expires _____

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of _____, 2018, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:
Jordan L. Sucha, City of Sheboygan Dept. of Public Works

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. August 20, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Vortex International Inc. of Montreal Canada, through a cooperative purchasing agreement with National Purchasing Partners (NPP), for the purposes of purchasing and installing a 58 feet five inch by 41 feet seven inch splash pad facility in Optimist Park.

WHEREAS, the cooperative purchasing agreement through National Purchasing Partners is a national agreement which meets all specifications and waives the need for competitive bidding for this project.

WHEREAS, Community Recreation Specialists Inc. of Verona Wisconsin is the distributer in Wisconsin for Vortex International Aquatic Structures and will be responsible for the installation and startup, and will also provide training for city staff for startup, seasonal shutdown and ongoing maintenance of the equipment.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Vortex International Inc. of Montreal Canada in the amount not to exceed $160,000 for the purchase and installation of a splash pad in Optimist Park and are authorized to draw funds from the following accounts: 26553000-631100 $35,000, 47753000-631100 $75,000, 40053000-631100 $10,000, and 10153000-631100 $40,000 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. August 20, 2018.

A RESOLUTION authorizing the acceptance and signing of a sanitary sewer easement across the future Fairfield Inn property located on South Taylor Drive.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to sign and record the Sanitary Sewer Easement, a copy of which is attached hereto and incorporate herein.

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

Document Number	Document Title

SANITARY SEWER EASEMENT

THIS INDENTURE, made this **XX** day of **MONTH**, 2018, by Sheb Pro, LLC, a Wisconsin limited liability company, "**GRANTOR**", and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 304
Sheboygan, WI 53081-1442

Part of 59281470615 and
Part of 59281470610
Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive 20' wide easement to construct, operate, use, maintain, and repair a sanitary sewer in, under, and along the property shown and described in Exhibit "A" – Map and Exhibit "B" – Legal Description.

2. Said Sanitary Sewer Easement area contains 0.123 Acres (5,342 Square Feet) of land.

3. Said sanitary sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.

4. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.

5. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.

6. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.

7. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR,** has caused this instrument to be signed and sealed this _____day of _____, 2018.

IN PRESENCE OF:

OWNER:

_____

_____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF_____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2018, the above named

_____ and _____
to me known to be the persons who executed the foregoing instrument and to me known to be the

_____ of said land and acknowledged that they executed the foregoing instrument as such by its authority.

_____
Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen City of Sheboygan - Mayor	Meredith DeBruin City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

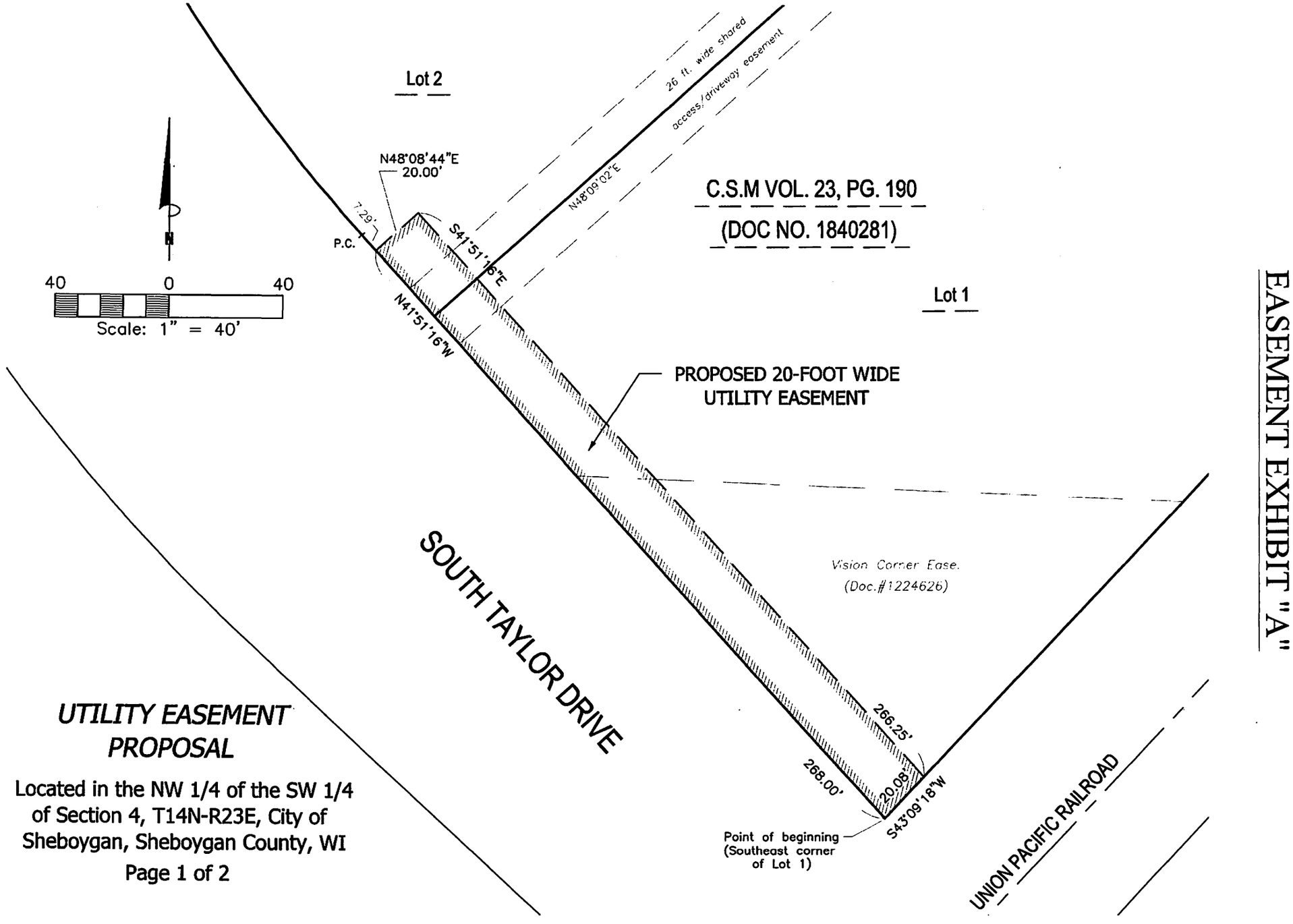
Personally came before me this ____ day of _____, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Charles C. Adams
Wisconsin State Bar No. 01021454



EASEMENT EXHIBIT "A"

UTILITY EASEMENT PROPOSAL

Located in the NW 1/4 of the SW 1/4 of Section 4, T14N-R23E, City of Sheboygan, Sheboygan County, WI

Page 1 of 2

EASEMENT EXHIBIT "B"

Compsite
Surveying & Mapping

N2472 Mentink Road
Oostburg, WI 53070
Phone: (920) 564-6812
Email: john@compsitesurveying.com

John M. DuMez – Wisconsin Professional Land Surveyor S-2267
July 23, 2018

A Proposed 20-foot wide utility easement located on Lot 1 and Lot 2 of a Certified Survey Map recorded in Volume 23, Page 190 of C.S.M.s as Document Number 1840281 being part of the NW ¼ of the SW ¼ of Section 4, T14N-R23E, City of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the southeast corner of said Lot 1 of Certified Survey Map recorded in Volume 23, Page 190 of C.S.M.'s as Document Number 1840281, said point being the point of beginning; thence along the right-of-way line of South Taylor Drive and the south line of said Certified Survey Map, N41°51'16"W 268.00 feet; thence N48°08'44"E 20.00 feet; thence S41°51'16"E 266.25 feet to the right of way line of the Union Pacific Railroad; thence along said right-of-way line, S43°09'18"W 20.08 feet to the point of beginning.

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. August 20, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Pipetek Infrastructure Services in the amount of $97,156.00, for Capital Improvement Televising.

WHEREAS, one bid was received in response to bid #2423-18. The low bid received from Pipetek Infrastructure Services has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Pipetek Infrastructure Services in the amount of $97,156.00, for Capital Improvement Televising.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60134110-631400 - Wastewater Utility Fund - Sanitary Sewer Lines for $97,156.00 in payment of same.

PublicWorks

_____

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 Alderpersons Wolf, Donohue and Rindfleisch. August 20, 2018.

A RESOLUTION supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles.

WHEREAS, Shoreline Metro provides safe and reliable public transportation to several communities in Sheboygan County; and

WHEREAS, operating funds for Shoreline Metro are typically sourced from the City of Sheboygan and other local partners; and

WHEREAS, the City of Sheboygan and the other local partners contribute annually to a restricted cash depreciation account for purposes of purchasing transit vehicles and other capital equipment; and

WHEREAS, the State of Wisconsin is a designated beneficiary of a settlement with Volkswagen wherein $42 million of Wisconsin's share of the settlement funds must be used during the 2017-19 biennium; and

WHEREAS, State Budget, 2017 Wisconsin Act 59 established a transit capital assistance grant program, under which the Department of Administration has created a competitive statewide grant program ("State of Wisconsin Volkswagen Mitigation Program Grant") to award settlement funds to eligible applicants for the replacement of public transit vehicles; and

WHEREAS, Shoreline Metro desires to apply for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles. Any transit vehicles purchased would be acquired through a competitive procurement process; and

WHEREAS, the City of Sheboygan is the designated grant recipient for Shoreline Metro; and

WHEREAS, eighty percent (80%) of the purchase price of the transit vehicles will be covered by the State of Wisconsin Volkswagen Mitigation Program Grant. Twenty percent (20%) will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually; and

WHEREAS, Shoreline Metro has established a restricted cash account for purchasing transit vehicles; and

WHEREAS, the Shoreline Metro local partners together with the Common Council for the City of Sheboygan agree that it is beneficial to apply for the State of Wisconsin Volkswagen Mitigation Program Grant.

Transit

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Transit Commission and the Common Council for the City of Sheboygan hereby direct and authorize Shoreline Metro and the proper City officials to submit information to the Department of Administration to apply for funding through the State of Wisconsin Volkswagen Mitigation Program Grant.

BE IT FURTHER RESOLVED: That proper City officials are authorized and directed, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, to accept funds, pursuant to the terms of the grant application.

BE IT FURTHER RESOLVED: That, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, Shoreline Metro, its local funding partners together with the Common Council for the City of Sheboygan agree that twenty percent (20%) of the purchase price of transit vehicles will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually. The parties further agree that the City of Sheboygan's loss of local shared revenue due to the bus procurement shall be reimbursed in full from the Shoreline Metro restricted cash account.

_____

_____

_____

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

IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 20, 2018.

Your Committee to whom was referred R. C. No. 80-18-19 by Public Works Committee and Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends approving the Substitute Ordinance.

ref

_____ _____

_____ _____

_____ _____

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

Subs. of Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

(a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare and good order of the city in such emergency and shall include, without limitation because of enumeration, the power to designate any public street, thoroughfare or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of W.S.A., chs. 341 to 349 or other provisions of law.

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, the following parking restrictions shall be in effect:

(1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.

(2) When a snow emergency exists, parking on streets of the city shall be permitted on the even-numbered side of the street, that is, west and north sides, on even days of the month, and on the odd-numbered side of the street, that is, east and south sides, on the odd days of the month; provided other parking regulations as to place, other than the suspension of the one-side-parking-only provisions as provided in subsection (b)(1) of this section, or time are not violated thereby.

(3) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets is completely prohibited during the period of a snow emergency until plowing of both sides of the snow emergency routes,

Public Works approve

boulevards, cul-de-sacs and dead-end streets has been completed."

Section 2. Section 118-241 of the Municipal Code entitled "Definitions" is hereby repealed and recreated thereof so as to read as follows:

"The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway.

Winter season means the period from December 1 through April 30 of the next calendar year."

Section 3. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

(b) Notwithstanding subsection (a) of this section, all posted no parking restrictions shall remain in effect. Additionally, the restrictions in subsection (a) shall not apply to vehicles legally parked in the parkway where such parking is clearly indicated by official traffic signs, markers or parking meters. The term "parkway" as used in this subsection shall mean that portion of street right-of-way located between the street curb and sidewalk.

(c) Whenever the common council or mayor or acting mayor proclaims a snow emergency in accordance with section 42-104, the parking restrictions enumerated therein shall supersede this section and be in effect. Immediately upon termination of the snow emergency, the winter season parking restrictions shall become effective."

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

TX

6.1

R. C. No. 80 - 18 - 19. By PUBLIC WORKS COMMITTEE. August 6, 2018.

Your Committee to whom was referred R. C. No. 331-17-18 by Public Works Committee and Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends approving the Ordinance.

Public Works.

Dean Dekker

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

6.14

R. C. No. 331 - 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends to refer to Public Works Committee of the new council.

Public Works
2018-2019
5-29-18 tbl
approve 7-24-18.

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 _____. _____, Mayor

X

8.3

Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

. . .

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, parking of vehicles on all city streets is completely prohibited during the period of the snow emergency."

Section 2. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

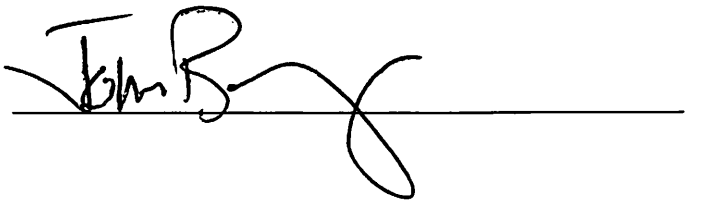
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

. . ."

Public Works
refer to Public Works
2018-2019.

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

OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC

This Operating 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 POWER PUBS, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, Biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal; and,

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan; and

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use a portion of Area #8 of Sheboygan Kiwanis Park as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), to establish and operate an authentic German Biergarten concession.

2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy the Premises (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a Biergarten for

retail sale to the public in Kiwanis Park.

3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:

A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German Biergarten concession, including (but not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.

C. Season. Beginning in 2019, Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.

D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City (including, for example, leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.

E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification (pursuant to Sheboygan Municipal Code § 10-177(c)) to the Police Department at the beginning and end of each season and all other times when the Premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the Biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement. The Parties recognize the City controls the

issuance of one or more permits or licenses under this paragraph. For the avoidance of doubt, the City agrees that it will not act capriciously or arbitrarily when considering any permit or license application.

F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises.

G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the Premises, and will not reduce the scope or amount of said services. Vendor shall pay the sum of $600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of $50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that the services under Section 3(A) and 3(B) are being offered in the Biergarten by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.

H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.

I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits, etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.

J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.

K. Maintenance by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises including providing, installing, and refilling paper products, soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.

L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.

N. Fencing. The Parties agree that fencing shall be installed separating the Biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed area on Vendor's liquor license (which may also constitute the Premises), and to deter people from entering the Biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the Biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For

example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost in any areas not yet reached by permanent fencing.

O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 26, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises beyond normal wear and tear shall be the responsibility of Vendor, unless solely caused by the City or its employees or contractors or agents. For purpose of the previous sentence, Vendor shall not constitute an agent of the City. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed

within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year. For the avoidance of doubt, any equipment purchased by Vendor which does not constitute a fixture not permanently attached to or incorporated into the Premises shall remain property of Vendor, and may be removed by the Vendor; however, all property of Vendor remaining on the Premises thirty (30) days after surrender of the building will be considered abandoned by Vendor and shall become the property of the City. It is intended by the Parties that the sinks, hot water heater, building and landscape lighting, flagpoles, and crushed stone base within the Premises will become the property of the City upon the expiration or earlier termination of this Agreement.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of $3,000 prior to January 15, 2019. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than $3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.

2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.

3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to

damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

The City will complete those items of work set forth on Exhibit B attached hereto and made a part hereof before December 31, 2018. In the event that these items are not completed before Vendor starts operations, Vendor may terminate this Agreement, in which case neither party shall have any liability to the other. Vendor shall have thirty (30) days from the completion of the items of work set forth on Exhibit B to determine if the waste line is of sufficient size as to allow its operations. If the waste line is not of sufficient size as to allow its operations, Vendor may either increase the size of the waste line (at its expense) or terminate this Agreement (in which case neither party shall have any liability to the other party).

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the Biergarten. If the Parties each agree, in their sole discretion, that the Biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in in full force and effect until December 31, 2023.

5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.

7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the

services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.

10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise

provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.

13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent, and City Attorney.

14. 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 Vendor and the Parks Superintendent or his/her designee.

15. 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 or 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 Vendor therein. 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.

16. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

17. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance

have been approved by the City Purchasing Agent and City Attorney.

1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.

2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of $2,000,000 per occurrence and aggregate.

5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of $1,000,000.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably

withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.

18. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

19. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.

20. 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.

21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

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

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

22. 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.

23. Audit and Retaining of Documents. Vendor agrees to provide certain financial reports relating to Vendor's gross revenues in the Premises and improvements made to the Premises including, but not limited to, Sales Reports, Report of Other Revenue, Sales Tax Records, and any other reports or documents reasonably requested which are related to Vendor's gross sales. Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) total Net Revenue; and (6) the City Fee. The Report of Other Revenue shall detail: (1) the date of each shelter rental made under Section 3(U) and the rental fee collected for the shelter rental and (2) all other non-sales revenue from Vendor related to its activities on the Premises. Sales Tax Records shall refer to all documents which relate to: (1) operations at the Premises and (2) the calculation of sales tax. Sales Tax Records shall, at a minimum, include the sales tax returns filed by Vendor. Vendor will also retain daily cash register reports as a backup. Cash register reports shall provide sufficient detail as to the transactions during each day of operations as to allow the City to conduct an audit. Sales Reports, Report of Other Revenue, and Sales Tax Records shall be provided to the City at the same time the City Fee is remitted, as provided for under Section 3(S). Other reports or documents reasonably requested by the City shall be provided within seven (7) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of four (4) years after completion of the year of operation, in order to be available for audit by the City or its designee. Thus, for example, records from the 2019 year of operation shall be retained until at least January 1, 2024. Any such audit shall be at the City's sole cost and expense. Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect at the time set forth in Wis. Stat. 74.47(1). That rate of interest is currently 1% (one percent) per month or fraction of a month. The interest rate shall apply to instances: (1) in which the Vendor remits less to the City as the City Fee than is shown on the Sales Reports and (2) in which the City identifies an understatement in the City Fee as reported on the Sales Report. In the event that the City identifies an understatement in the City Fee as reported on the Sales Report, Vendor shall also owe a penalty. The penalty shall be the maximum rate permitted at the time by Wis. Stat. 74.47(2). That penalty rate is currently 0.5% (five tenths of one percent).

24. Choice of Law and Forum Selection. 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.

25. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.

26. Default/Termination. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of thirty (30) days after Vendor's receipt of written notice detailing such default, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement. A violation of federal, state, or local law or a violation which, by its nature cannot be remedied within ten (10) days shall not require the City to provide Vendor with ten (10) days to remedy their prior action.

27. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

28. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the 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.

29. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor within sixty (60) days of receipt of a completed application, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.

30. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan.

31. 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.

[signature page to follow]

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

POWER PUBS, LLC

BY: _____
John L. Powers, Sole Member

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY _)

Personally came before me this ___ day of _____, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

This document authorized by and in accordance with Res. No. ___-18-19

OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC

This Operating Agreement ("Agreement") is made and entered into effective this 3rd day of Sept., 2018 (the "Effective Date"), by and between the CITY OF SHEBOYGAN ("the City"), a municipal corporation, and POWER PUBS, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, Biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal; and,

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan; and

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use a portion of Area #8 of Sheboygan Kiwanis Park as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), to establish and operate an authentic German Biergarten concession.

2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy the Premises (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a Biergarten for

retail sale to the public in Kiwanis Park.

3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:

A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German Biergarten concession, including (but not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.

C. Season. Beginning in 2019, Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.

D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City (including, for example, leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.

E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification (pursuant to Sheboygan Municipal Code § 10-177(c)) to the Police Department at the beginning and end of each season and all other times when the Premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the Biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement. The Parties recognize the City controls the

issuance of one or more permits or licenses under this paragraph. For the avoidance of doubt, the City agrees that it will not act capriciously or arbitrarily when considering any permit or license application.

F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises.

G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the Premises, and will not reduce the scope or amount of said services. Vendor shall pay the sum of $600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of $50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that the services under Section 3(A) and 3(B) are being offered in the Biergarten by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.

H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.

I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits, etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.

J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.

K. Maintenance by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises including providing, installing, and refilling paper products, soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.

L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.

N. Fencing. The Parties agree that fencing shall be installed separating the Biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed area on Vendor's liquor license (which may also constitute the Premises), and to deter people from entering the Biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the Biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For

example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost in any areas not yet reached by permanent fencing.

O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 26, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises beyond normal wear and tear shall be the responsibility of Vendor, unless solely caused by the City or its employees or contractors or agents. For purpose of the previous sentence, Vendor shall not constitute an agent of the City. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed

within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year. For the avoidance of doubt, any equipment purchased by Vendor which does not constitute a fixture not permanently attached to or incorporated into the Premises shall remain property of Vendor, and may be removed by the Vendor; however, all property of Vendor remaining on the Premises thirty (30) days after surrender of the building will be considered abandoned by Vendor and shall become the property of the City. It is intended by the Parties that the sinks, hot water heater, building and landscape lighting, flagpoles, and crushed stone base within the Premises will become the property of the City upon the expiration or earlier termination of this Agreement.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of $3,000 prior to January 15, 2019. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than $3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.

2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.

3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to

damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

The City will complete those items of work set forth on Exhibit B attached hereto and made a part hereof before December 31, 2018. In the event that these items are not completed before Vendor starts operations, Vendor may terminate this Agreement, in which case neither party shall have any liability to the other. Vendor shall have thirty (30) days from the completion of the items of work set forth on Exhibit B to determine if the waste line is of sufficient size as to allow its operations. If the waste line is not of sufficient size as to allow its operations, Vendor may either increase the size of the waste line (at its expense) or terminate this Agreement (in which case neither party shall have any liability to the other party).

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the Biergarten. If the Parties each agree, in their sole discretion, that the Biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in in full force and effect until December 31, 2023.

5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.

7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the

services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.

10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise

provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.

13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent, and City Attorney.

14. 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 Vendor and the Parks Superintendent or his/her designee.

15. 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 or 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 Vendor therein. 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.

16. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

17. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance

have been approved by the City Purchasing Agent and City Attorney.

1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.

2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of $2,000,000 per occurrence and aggregate.

5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of $1,000,000.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably

withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.

18. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

19. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.

20. 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.

21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

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

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

22. 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.

23. Audit and Retaining of Documents. Vendor agrees to provide certain financial reports relating to Vendor's gross revenues in the Premises and improvements made to the Premises including, but not limited to, Sales Reports, Report of Other Revenue, Sales Tax Records, and any other reports or documents reasonably requested which are related to Vendor's gross sales. Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) total Net Revenue; and (6) the City Fee. The Report of Other Revenue shall detail: (1) the date of each shelter rental made under Section 3(U) and the rental fee collected for the shelter rental and (2) all other non-sales revenue from Vendor related to its activities on the Premises. Sales Tax Records shall refer to all documents which relate to: (1) operations at the Premises and (2) the calculation of sales tax. Sales Tax Records shall, at a minimum, include the sales tax returns filed by Vendor. Vendor will also retain daily cash register reports as a backup. Cash register reports shall provide sufficient detail as to the transactions during each day of operations as to allow the City to conduct an audit. Sales Reports, Report of Other Revenue, and Sales Tax Records shall be provided to the City at the same time the City Fee is remitted, as provided for under Section 3(S). Other reports or documents reasonably requested by the City shall be provided within seven (7) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of four (4) years after completion of the year of operation, in order to be available for audit by the City or its designee. Thus, for example, records from the 2019 year of operation shall be retained until at least January 1, 2024. Any such audit shall be at the City's sole cost and expense. Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect at the time set forth in Wis. Stat. 74.47(1). That rate of interest is currently 1% (one percent) per month or fraction of a month. The interest rate shall apply to instances: (1) in which the Vendor remits less to the City as the City Fee than is shown on the Sales Reports and (2) in which the City identifies an understatement in the City Fee as reported on the Sales Report. In the event that the City identifies an understatement in the City Fee as reported on the Sales Report, Vendor shall also owe a penalty. The penalty shall be the maximum rate permitted at the time by Wis. Stat. 74.47(2). That penalty rate is currently 0.5% (five tenths of one percent).

24. Choice of Law and Forum Selection. 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.

25. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.

26. Default/Termination. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of thirty (30) days after Vendor's receipt of written notice detailing such default, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement. A violation of federal, state, or local law or a violation which, by its nature cannot be remedied within ten (10) days shall not require the City to provide Vendor with ten (10) days to remedy their prior action.

27. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

28. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the 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.

29. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor within sixty (60) days of receipt of a completed application, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.

30. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan.

31. 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.

[signature page to follow]

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

POWER PUBS, LLC

BY: _____
John L. Powers, Sole Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this 27th day of August, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission expires: 1-27-22

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 3rd day of Sept., 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: 8/1/22
S. Rothstein, Judge
BR 25 Milw. County

This document authorized by and in accordance with Res. No. 3 -18-19

EXHIBIT A
SITE PLAN
KIWANIS PARK BIERGARTEN

Area 2

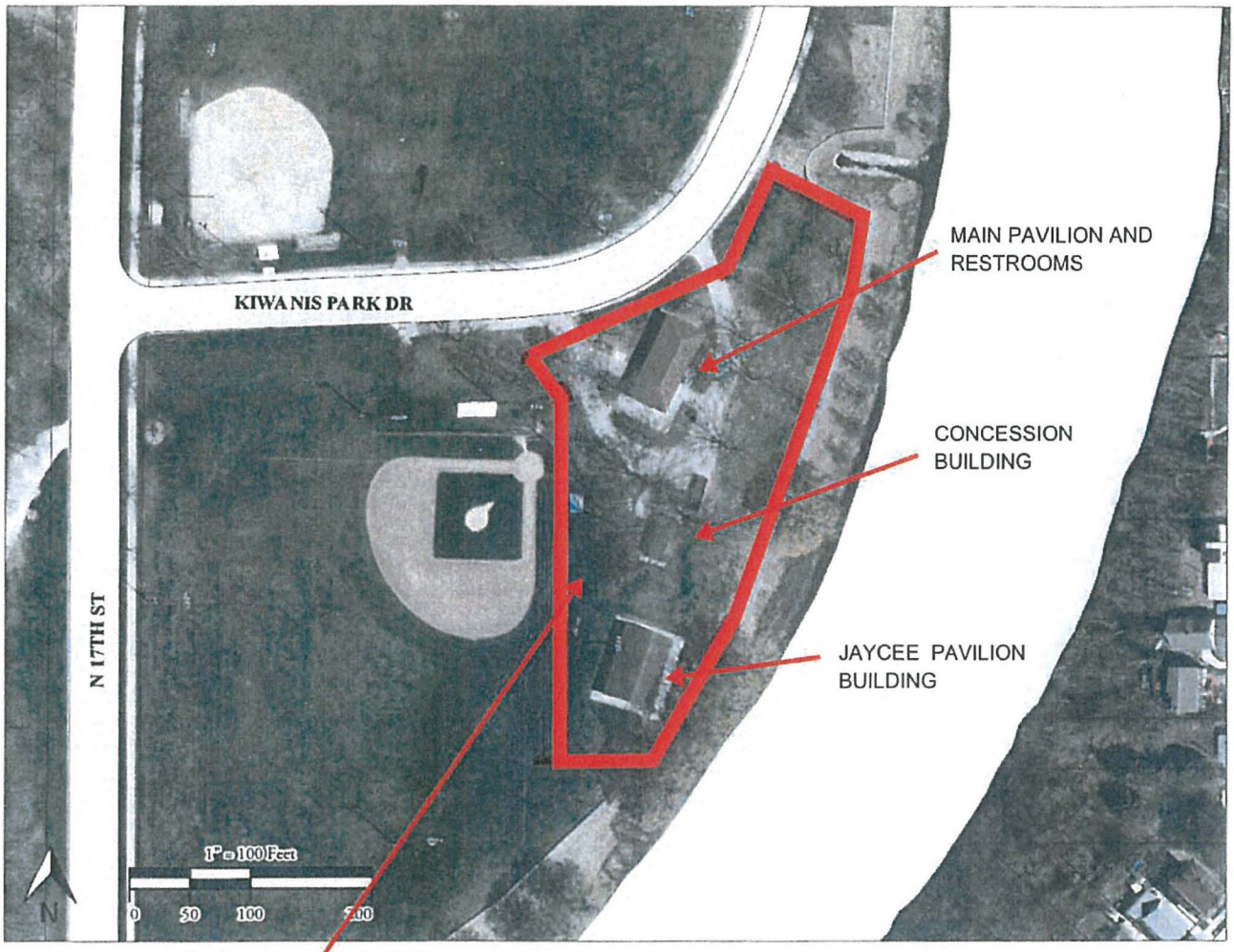


EXHIBIT B
WORK LETTER

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: John Powers
Power Pubs, LLC

FROM: Joe Kerlin
Superintendent of Parks, City of Sheboygan

SUBJECT: City Maintenance related to Biergarten

DATE: August ___, 2018

Pursuant to Section 3(T) of the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in an effort to provide clear expectations for both the City and Power Pubs, this letter is specifically documenting the items which the City will accomplish before you start your operations.

1. Current Electrical Issue: During our inspection of the concession stand, which you will use for your Biergarten operations, it appeared that the wiring had been eaten by an animal of some kind. The City will replace the electrical service panel and damaged wiring with a level of service and wiring equal to the service and wiring provided prior to the animal apparently eating the wiring. The City will not increase the amperage of the electric service or the wiring above and beyond its previous service level.

2. Sewer Line: During our inspection of the Concession Building, a question arose about whether the waste drains are properly tied into the City's sewer system. The City will confirm that the Concession Building waste drains are properly tied into the sewer system and, in the event they are not, will make arrangements to ensure they are properly tied into the sewer system.

3. Sizing of the Sewer Line: During our inspection of the Concession Building, a question arose about whether the sewer line running from the Concession Building would be sufficiently sized for your intended purposes. The City will make commercially reasonable efforts to determine the size of the sewer line. The City will not increase the size of the sewer line.

If you have any questions, please do not hesitate to contact me.

PUBLIC WORKS

MUNICIPAL SERVICES BUILDING
2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920-459-3440 (Phone)
920-459-3443 (Fax)

www.sheboyganwi.gov

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 20, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 3-18-19 by Alderpersons Wolf and Sorenson authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park; recommends passing the 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

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 3 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in form substantially similar to the attached.

Public Works
Hold 5-1-18
Hold 5.29.18.

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

OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC

This Operating 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 POWER PUBS, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, Biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal; and,

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan; and

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use a portion of Area #8 of Sheboygan Kiwanis Park as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), to establish and operate an authentic German Biergarten concession.

2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy the Premises (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a Biergarten for

retail sale to the public in Kiwanis Park.

3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:

A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German Biergarten concession, including (but not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.

C. Season. Beginning in 2019, Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.

D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City (including, for example, leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.

E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification (pursuant to Sheboygan Municipal Code § 10-177(c)) to the Police Department at the beginning and end of each season and all other times when the Premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the Biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement. The Parties recognize the City controls the

issuance of one or more permits or licenses under this paragraph. For the avoidance of doubt, the City agrees that it will not act capriciously or arbitrarily when considering any permit or license application.

F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises.

G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the Premises, and will not reduce the scope or amount of said services. Vendor shall pay the sum of $600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of $50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that the services under Section 3(A) and 3(B) are being offered in the Biergarten by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.

H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.

I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits, etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.

J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.

K. Maintenance by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises including providing, installing, and refilling paper products, soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.

L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.

N. Fencing. The Parties agree that fencing shall be installed separating the Biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed area on Vendor's liquor license (which may also constitute the Premises), and to deter people from entering the Biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the Biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For

example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost in any areas not yet reached by permanent fencing.

O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 27, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises beyond normal wear and tear shall be the responsibility of Vendor, unless solely caused by the City or its employees or contractors or agents. For purpose of the previous sentence, Vendor shall not constitute an agent of the City. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed

within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year. For the avoidance of doubt, any equipment purchased by Vendor which does not constitute a fixture not permanently attached to or incorporated into the Premises shall remain property of Vendor, and may be removed by the Vendor; however, all property of Vendor remaining on the Premises thirty (30) days after surrender of the building will be considered abandoned by Vendor and shall become the property of the City. It is intended by the Parties that the sinks, hot water heater, building and landscape lighting, flagpoles, and crushed stone base within the Premises will become the property of the City upon the expiration or earlier termination of this Agreement.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of $3,000 prior to January 15, 2019. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than $3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.

2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.

3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to

damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

The City will complete those items of work set forth on Exhibit B attached hereto and made a part hereof before December 31, 2018. In the event that these items are not completed before Vendor starts operations, Vendor may terminate this Agreement, in which case neither party shall have any liability to the other. Vendor shall have thirty (30) days from the completion of the items of work set forth on Exhibit B to determine if the waste line is of sufficient size as to allow its operations. If the waste line is not of sufficient size as to allow its operations, Vendor may either increase the size of the waste line (at its expense) or terminate this Agreement (in which case neither party shall have any liability to the other party).

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the Biergarten. If the Parties each agree, in their sole discretion, that the Biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in in full force and effect until December 31, 2023.

5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.

7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the

services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.

10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise

provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.

13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent, and City Attorney.

14. 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 Vendor and the Parks Superintendent or his/her designee.

15. 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 or 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 Vendor therein. 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.

16. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

17. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance

have been approved by the City Purchasing Agent and City Attorney.

1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.

2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of $2,000,000 per occurrence and aggregate.

5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of $1,000,000.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably

withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.

18. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

19. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.

20. 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.

21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

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

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

22. 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.

23. Audit and Retaining of Documents. Vendor agrees to provide certain financial reports relating to Vendor's gross revenues in the Premises and improvements made to the Premises including, but not limited to, Sales Reports, Report of Other Revenue, Sales Tax Records, and any other reports or documents reasonably requested which are related to Vendor's gross sales. Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) total Net Revenue; and (6) the City Fee. The Report of Other Revenue shall detail: (1) the date of each shelter rental made under Section 3(U) and the rental fee collected for the shelter rental and (2) all other non-sales revenue from Vendor related to its activities on the Premises. Sales Tax Records shall refer to all documents which relate to: (1) operations at the Premises and (2) the calculation of sales tax. Sales Tax Records shall, at a minimum, include the sales tax returns filed by Vendor. Vendor will also retain daily cash register reports as a backup. Cash register reports shall provide sufficient detail as to the transactions during each day of operations as to allow the City to conduct an audit. Sales Reports, Report of Other Revenue, and Sales Tax Records shall be provided to the City at the same time the City Fee is remitted, as provided for under Section 3(S). Other reports or documents reasonably requested by the City shall be provided within seven (7) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of four (4) years after completion of the year of operation, in order to be available for audit by the City or its designee. Thus, for example, records from the 2019 year of operation shall be retained until at least January 1, 2024. Any such audit shall be at the City's sole cost and expense. Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect at the time set forth in Wis. Stat. 74.47(1). That rate of interest is currently 1% (one percent) per month or fraction of a month. The interest rate shall apply to instances: (1) in which the Vendor remits less to the City as the City Fee than is shown on the Sales Reports and (2) in which the City identifies an understatement in the City Fee as reported on the Sales Report. In the event that the City identifies an understatement in the City Fee as reported on the Sales Report, Vendor shall also owe a penalty. The penalty shall be the maximum rate permitted at the time by Wis. Stat. 74.47(2). That penalty rate is currently 0.5% (five tenths of one percent).

24. Choice of Law and Forum Selection. 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.

25. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.

26. Default/Termination. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of thirty (30) days after Vendor's receipt of written notice detailing such default, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement. A violation of federal, state, or local law or a violation which, by its nature cannot be remedied within ten (10) days shall not require the City to provide Vendor with ten (10) days to remedy their prior action.

27. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

28. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the 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.

29. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor within sixty (60) days of receipt of a completed application, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.

30. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan.

31. 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.

[signature page to follow]

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

POWER PUBS, LLC

BY: _____
John L. Powers, Sole Member

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY _)

Personally came before me this ___ day of _____, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

This document authorized by and in accordance with Res. No. ___-18-19

EXHIBIT A
SITE PLAN
KIWANIS PARK BIERGARTEN

Area 2

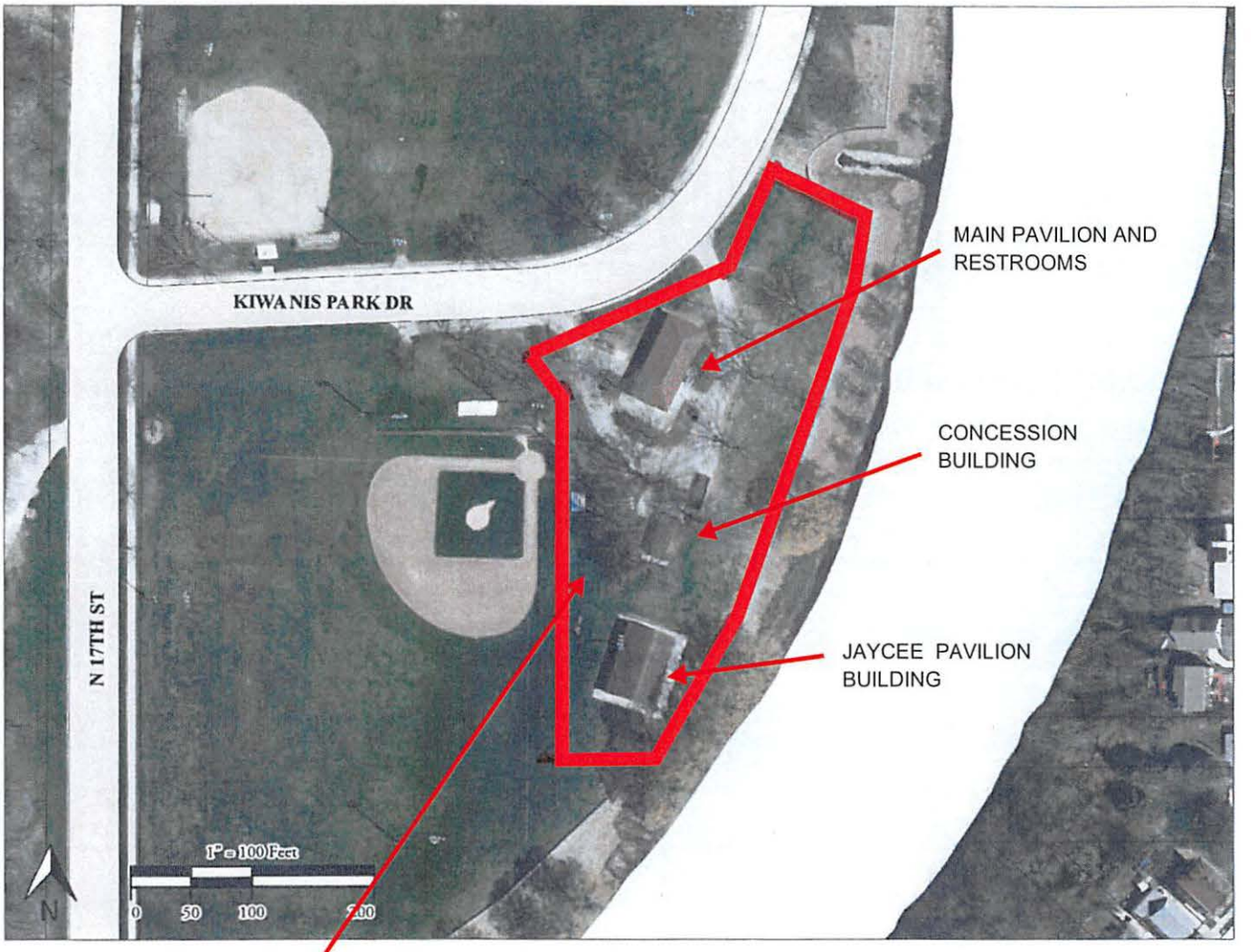


EXHIBIT B
WORK LETTER

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: John Powers
Power Pubs, LLC

FROM: Joe Kerlin
Superintendent of Parks, City of Sheboygan

SUBJECT: City Maintenance related to Biergarten

DATE: August ___, 2018

Pursuant to Section 3(T) of the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in an effort to provide clear expectations for both the City and Power Pubs, this letter is specifically documenting the items which the City will accomplish before you start your operations.

1. Current Electrical Issue: During our inspection of the concession stand, which you will use for your Biergarten operations, it appeared that the wiring had been eaten by an animal of some kind. The City will replace the electrical service panel and damaged wiring with a level of service and wiring equal to the service and wiring provided prior to the animal apparently eating the wiring. The City will not increase the amperage of the electric service or the wiring above and beyond its previous service level.

2. Sewer Line: During our inspection of the Concession Building, a question arose about whether the waste drains are properly tied into the City's sewer system. The City will confirm that the Concession Building waste drains are properly tied into the sewer system and, in the event they are not, will make arrangements to ensure they are properly tied into the sewer system.

3. Sizing of the Sewer Line: During our inspection of the Concession Building, a question arose about whether the sewer line running from the Concession Building would be sufficiently sized for your intended purposes. The City will make commercially reasonable efforts to determine the size of the sewer line. The City will not increase the size of the sewer line.

If you have any questions, please do not hesitate to contact me.

PUBLIC WORKS

MUNICIPAL SERVICES BUILDING
2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920-459-3440 (Phone)
920-459-3443 (Fax)

www.sheboyganwi.gov

OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC

This Operating 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 Power Pubs, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

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WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan and,

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use Area #8 of Sheboygan Kiwanis Park (the "Premises") to establish and operate an authentic German biergarten concession.

2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy Area 8 of Kiwanis Park (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a biergarten for retail sale to the public in Kiwanis Park.

3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:

   A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German biergarten concession, including (but

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not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.

C. Season. Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.

D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.

E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification pursuant to §10-177(c), Sheboygan Municipal Code, to the Police Department at the beginning and end of each season and all other times when the premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement.

F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises. All personal property, ~~fixtures and equipment~~ installed by Vendor shall remain the property of Vendor.

G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the premises, and will not

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reduce the scope of said services. ~~in amounts sufficient for Vendor to operate the biergarten and provide the services as called for in this Agreement.~~ Vendor shall pay the sum of $600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City ~~of Sheboygan,~~ on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of $50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that services are being offered by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.

H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.

I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.

J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above ~~as indicated on Attachment A and~~ consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.

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K. Maintenance~~,~~ by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations~~,~~ the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises~~,~~ including providing, installing, and refilling paper products, ~~and~~ soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.

Comment [AC1]: Rejected change proposed by Powers and reverted to original language.

L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

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M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.

N. Fencing. The Parties agree that fencing shall be installed separating the biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed premises, and to deter people from entering the biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the biergarten from the road . Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost - in any areas not yet reached by permanent fencing.

O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 27, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises ~~caused by Vendor~~ beyond normal and expected wear and tear shall be the responsibility of Vendor. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. -Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of

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the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year.. Any property of Vendor remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

Comment [AC2]: The removal of this sentence proposed by Powers was rejected.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of $3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than $3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

Comment [AC3]: The additional language proposed by Powers was rejected as being inconsistent with the remainder of the document and not taking into account revenue from such items as rentals and revenues from agreements with food trucks, for example.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.

2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.

3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

Comment [AC4]: Rejected paragraph re: pets and service animals because we cannot bind the common council to an ordinance change by contract.

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U. Shelter Rental.- The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and

provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the biergarten. If the Parties each agree, in their sole discretion, that the biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. ~~Said replacement contract would~~shall include provisions ~~providing for a longer term, automatic renewals, and shared investment in long term improvements.~~ If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in in full force and effect until December 31, 2023.

Comment [AC5]: We cannot bind future councils to contract terms to be negotiated. The original language did not do so; I've deleted this sentence in conjunction with accepting the other changes in this paragraph so as to avoid binding a future council. (Comment applies to remainder of paragraph as well.)

5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.

7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.

10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

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11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the

Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty- four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.

Comment [AC6]: Rejected additional language re: city logo due to current city policy on trademarks

13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent and City Attorney.

14. Special Provisions for 2018 only. The Parties recognize that the time frame needed to ramp up operations in 2018 require some modifications to this Agreement and additional provisions. The following provisions shall apply only during the calendar year of 2018, and where there is a conflict with the other provisions in this Agreement, those provisions in this section shall govern during 2018. All said provisions expire as of January 1, 2019, and the Agreement shall continue as if these provisions were not a part of this Agreement.

A. Opening. While Vendor may begin operating as soon as this Agreement is approved, and a resolution of the Common Council authorizing this Agreement is published, Vendor shall not be required to begin operations until Friday, August 10, 2018. However, failure to begin operations as otherwise provided in this agreement by the required foregoing date, subject to events of force majeure, shall constitute a Default as provided in paragraph 27.

Comment [AC7]: Rejected proposed changes.

B. Payment: No estimated payments shall be due in 2018. Payment in full of the amount set forth in Paragraph 3(R) shall be made no later than November 15, 2018.

C. City-owned tables: The Vendor shall be permitted to use the City-owned tables in the Jaycee Pavilion for its operations, free of charge. The number of tables will be determined by availability on a weekly basis. The Vendor shall be responsible for any damage and repair beyond normal wear and tear.

15. 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 Vendor and the Parks Superintendent or his/her designee.

16. 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 or further exercise

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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 Vendor therein. 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.

17. Indemnification. -Vendor shall be liable to and hereby agrees to indemnify, defend –and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

Comment [AC8]: Rejected additional phrase proposed by Powers

18. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.

1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.

Comment [AC9]: Rejected deletion proposed by Powers in this subsection.

Comment [AC10]: See comment immediately above.

2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business

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Automobile Liability and Employers Liability with minimum limits of $2,000,000 per occurrence and aggregate.

5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of $1,000,000

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably withheld, conditioned or delayed Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.

19. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

20. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.

21. 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.

22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office
City of Sheboygan
828 Center Avenue

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Sheboygan, WI 53081

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

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23. 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.

24. Audit and Retaining of Documents. Vendor agrees to provide those financial reports relating to Vendor's salesgross revenues in the Premises and improvements made to the Premises or costs incurred by Vendor for which Vendor seeks reimbursement from the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service. Such reports shall be provided within five (5) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee. Any such audit shall be at the City's sole cost and expense, except that in the event that an Audit discovers a material understatement of Net Revenue payable to the City, Vendor shall pay audit costs incurred by the City, even if such audit is performed by City employees. A material understatement of Net Revenue payable to the City is 1% In other words, if Vendor remits $1,000 to the City, but the audit discovers Vendor should have remitted $1,010 to the City, Vendor has materially understated the Net Revenue payable to the City, and shall be responsible for the audit costs described above.

Comment [AC11]: Rejected deletion of this language.

Comment [AC12]: Rejected proposed changes proposed by Powers

25. Choice of Law and Forum Selection. 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.

26. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.

27. Default/Termination.

A. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Vendor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement.

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B. [OPTION 1: Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason, terminate this aAgreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, no the City shall not permit any biergarten to locate in Area 8 for a period of at least 365 days after termination, and the City will the City shall reimburse Vendor for all capital expenses it undertook pursuant to this Agreement, and which were accepted by the City., along with an early termination fee paid to Vendor equal to most recent 12 month period of City Fees divided by 365 multiplied by the days remaining until the contract expiration date (December 31, 2023). The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]

28. Authority. Vendor represents that it has the authority to enter into this Agreement. If Vendor is not an individual, the person signing on behalf of Vendor represents and warrants that he or she has been duly authorized to bind Vendor and sign this Agreement on Vendor's behalf.

[OPTION 2: Notwithstanding paragraph A. above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, the City shall not permit any beer to be soldbiergartens in Area 8 until after the contract expiration date (December 31, 2023)for one year, and the City shall reimburse Vendor for all capital expenses Vendor paid and incurred pursuant to this Agreement. The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]

[OPTION 3: Eliminate this termination without cause clause altogether.]

C. In the event the City shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of Vendor, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to the City, Vendor, in addition to all other rights and remedies at law or in equity, shall have the right, but not the obligation, at any time after any applicable default by the City in the performance of the City's obligations pursuant this Agreement, to make any payment or perform any act otherwise required of the City, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. The exercise of this right shall not constitute a satisfaction of any of the City's obligations or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be immediately reimbursed by the City to Vendor. If the City fails to reimburse Vendor such costs within thirty (30) days after Vendor's demand therefor, Vendor may deduct such amount from the City's Fee and any other amounts due the City from Vendor until Vendor has been reimbursed in full.

28. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such

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Comment [AC13]: We deleted this language. We might consider considerably narrowed and better tailored language here.

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delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

29. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the 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.

30. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor by June 15, 2018, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.

31. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other ~~Biergartens~~ biergartens to open or operate within any public parks in the City of Sheboygan. ~~Biergartens are defined as vendor locations selling alcoholic beverages in glassware.~~

[signature page to follow]

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Comment [AC14]: Defined earlier since we use the term elsewhere. No objection to the actual definition.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

POWER PUBS, LLC

BY: _____
John L. Powers, Sole Member

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____ , 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:
City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

This document authorized by and in accordance with Res. No. ___-18-19

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VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Res. No. 59-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Butzen Sports Complex study); recommends passing the Resolution.

ref

_____ _____

_____ _____

_____ _____

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

5.4

Res. No. 59 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 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 appropriation for contribution to Butzen Sports Complex LLC for an economic impact study regarding the overall benefit of a facility in Sheboygan.

FROM	TO	AMOUNT
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Contribution 26054100-590100	$12,000

Finance/Personnel approve

Brad Rindfleisch

James a. Bohren

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.
August 20, 2018.

Your Committee to whom was referred Res. No. 60-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (wage and benefits transfers); recommends passing the Resolution.

mlf

_____ _____

_____ _____

_____ _____

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

5.5

Res. No. 60 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 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 appropriation for wage and benefits transfers in the 2018 budget.

FROM	TO	AMOUNT
General Fund Wage adjustment reserve 10199020-810111	General Fund Salaries & Benefits 101xxxxxx-510xxx	$1,178,277

Finance/Personnel approve

Gerald Rindfleisch

James A Bohren

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.
August 20, 2018.

Your Committee to whom was referred Res. No. 61-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Police training and TID 5); recommends passing the 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

5.6

Res. No. 61 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 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 appropriation for reimbursement from the State of Wisconsin for police training.

FROM	TO	AMOUNT
General Fund Police Department State Grant 10121000-434201-00020	General Fund Police Department Conferences/training 10121000-526125-00020	$2,508.73

Establish appropriation for contributions to close out TID.

FROM	TO	AMOUNT
General Fund Reserve for Contingency 10199020-810103	TID 5 Intergovernmental Contribution 30599990-492101	$16,303

Finance & Personnel approve.

Gerald Ruetten

James A. Bohren

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

ACCESS AND INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 23rd day of August, 2018, between CARGILL, INCORPORATED, a Delaware corporation ("Cargill") and the Sheboygan Fire Department on behalf of the City of Sheboygan, WI ("Fire Department"):

RECITALS

WHEREAS, Cargill is the owner of lands in Sheboygan, WI on which there is a silo (the "Property"); and

WHEREAS, the Fire Department has requested limited access to the Property, for the specific purpose of conducting firefighter and confined space training exercises; and

WHEREAS, Cargill is willing to provide such limited access to Fire Department, in its sole and absolute discretion and subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the access provided by Cargill to the Property, and the terms and conditions hereinafter set forth, Fire Department, intending to be legally bound, hereby agrees to the following:

Section 1. Grant of Non-Exclusive License. Cargill hereby grants Fire Department a license upon the terms and conditions hereinafter set forth to access the Property for the purpose stated above on specific dates to be determined in collaboration between Cargill and the Fire Department as set forth below.

Section 2. Indemnification. Fire Department agrees to indemnify, defend and hold harmless Cargill, its parent company, their successors and assigns, and their employees, agents, directors, officers and affiliates from any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees and any statutory liability under workers compensation), or injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of Fire Department, its agents, employees, representatives, contractors, and invitees; (ii) the use and occupancy of the Property by Fire Department, its agents, employees, representatives, contractors, and invitees; and (iii) the breach by Fire Department of any obligation or covenant contained in this Agreement. Fire Department's obligations under this indemnification provision shall survive the termination of this Agreement.

Section 3. Disclaimer. Fire Department agrees that Cargill shall not be responsible for any injury suffered by Fire Department, its employees, agents and representatives while on or about the Property, unless Cargill or its employee, agent, or representative has actual knowledge of a deficiency at the Property, and the injury was the result of that deficiency. Cargill expressly disclaims any and all other warranties and representations as to the condition of the Property.

Section 4. Access to Property. Fire Department agrees to notify Cargill's local manager to obtain verbal approval prior to accessing the Property for the purposes stated herein. At the time of execution of this Agreement, Cargill's local manager is Eric Hanson. At the conclusion of each usage of the Property, the Fire Department shall promptly remove its parts, equipment, and property from the Property. Cargill may withhold or withdraw its approval for the Fire Department to access the Property at any time, or for any reason, or no reason at all. Access to the Property shall be permitted only during normal business hours or as otherwise agreed between the parties, and shall not interfere with Cargill operations at the site.

Section 5. Term and Termination. This Agreement shall continue until December 31, 2019. Upon termination, Fire Department shall promptly remove any parts, equipment or property from the Property. Cargill shall have the right to terminate this Agreement at any time.

Section 6. Liens. Fire Department shall keep the Property free of liens which may be filed against the Property.

Section 7. Damage to Property. Fire Department shall not do nor suffer any waste or damage or injury to the Property, or any part thereof. Fire Department shall make no alteration to the Property without the prior written consent of Cargill. Fire Department shall leave the Property in the same condition as it was at the time of access.

Section 8. Assignment. Neither this Agreement nor any interest of Fire Department shall be assigned or transferred.

Section 9. Compliance with Laws. Fire Department, its agents, employees, representatives, contractors and invitees agree to comply with all applicable governmental laws and regulations relative to its use of the Property including, without limiting the generality of the foregoing, any OSHA, EPA or other safety and environmental laws or regulations. Fire Department shall not store hazardous materials or hazardous substances on or in the Property.

Section 10. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto and shall not be modified in any manner except by an instrument in writing executed by both parties. In the event that any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 23rd day of August, 2018.

SHEBOYGAN FIRE DEPARTMENT

BY: Michael J. Tomas

ITS: FIRE CHIEF

CARGILL, INCORPORATED

BY:

ITS: Plant Manager

VIII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 68-18-19 by Alderperson Donohue authorizing the Sheboygan Fire Department to enter into an Access and Indemnity Agreement with Cargill Incorporated regarding limited access to property for the specific purpose of conducting firefighter and confined space training exercises; recommends passing the 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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 68 - 18 - 19. By Alderperson Donohue. August 13, 2018.

A RESOLUTION authorizing the Sheboygan Fire Department to enter into an Access and Indemnity Agreement with Cargill Incorporated regarding limited access to property for the specific purpose of conducting firefighter and confined space training exercises.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Department is authorized to execute the Access and Indemnity Agreement, a copy of which is attached hereto.

LHP approve.

_____

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

ACCESS AND INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2018, between CARGILL, INCORPORATED, a Delaware corporation ("Cargill") and the Sheboygan Fire Department on behalf of the City of Sheboygan, WI ("Fire Department"):

RECITALS

WHEREAS, Cargill is the owner of lands in Sheboygan, WI on which there is a silo (the "Property"); and

WHEREAS, the Fire Department has requested limited access to the Property, for the specific purpose of conducting firefighter and confined space training exercises; and

WHEREAS, Cargill is willing to provide such limited access to Fire Department, in its sole and absolute discretion and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the access provided by Cargill to the Property, and the terms and conditions hereinafter set forth, Fire Department, intending to be legally bound, hereby agrees to the following:

Section 1. Grant of Non-Exclusive License. Cargill hereby grants Fire Department a license upon the terms and conditions hereinafter set forth to access the Property for the purpose stated above on specific dates to be determined in collaboration between Cargill and the Fire Department as set forth below.

Section 2. Indemnification. Fire Department agrees to indemnify, defend and hold harmless Cargill, its parent company, their successors and assigns, and their employees, agents, directors, officers and affiliates from any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees and any statutory liability under workers compensation), or injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of Fire Department, its agents, employees, representatives, contractors, and invitees; (ii) the use and occupancy of the Property by Fire Department, its agents, employees, representatives, contractors, and invitees; and (iii) the breach by Fire Department of any obligation or covenant contained in this Agreement. Fire Department's obligations under this indemnification provision shall survive the termination of this Agreement.

Section 3. Disclaimer. Fire Department agrees that Cargill shall not be responsible for any injury suffered by Fire Department, its employees, agents and representatives while on or about the Property, unless Cargill or its employee, agent, or representative has actual knowledge of a deficiency at the Property, and the injury was the result of that deficiency. Cargill expressly disclaims any and all other warranties and representations as to the condition of the Property.

Section 4. Access to Property. Fire Department agrees to notify Cargill's local manager to obtain verbal approval prior to accessing the Property for the purposes stated herein. At the time of execution of this Agreement, Cargill's local manager is Eric Hanson. At the conclusion of each usage of the Property, the Fire Department shall promptly remove its parts, equipment, and property from the Property. Cargill may withhold or withdraw its approval for the Fire Department to access the Property at any time, or for any reason, or no reason at all. Access to the Property shall be permitted only during normal business hours or as otherwise agreed between the parties, and shall not interfere with Cargill operations at the site.

Section 5. Term and Termination. This Agreement shall continue until December 31, 2019. Upon termination, Fire Department shall promptly remove any parts, equipment or property from the Property. Cargill shall have the right to terminate this Agreement at any time.

Section 6. Liens. Fire Department shall keep the Property free of liens which may be filed against the Property.

Section 7. Damage to Property. Fire Department shall not do nor suffer any waste or damage or injury to the Property, or any part thereof. Fire Department shall make no alteration to the Property without the prior written consent of Cargill. Fire Department shall leave the Property in the same condition as it was at the time of access.

Section 8. Assignment. Neither this Agreement nor any interest of Fire Department shall be assigned or transferred.

Section 9. Compliance with Laws. Fire Department, its agents, employees, representatives, contractors and invitees agree to comply with all applicable governmental laws and regulations relative to its use of the Property including, without limiting the generality of the foregoing, any OSHA, EPA or other safety and environmental laws or regulations. Fire Department shall not store hazardous materials or hazardous substances on or in the Property.

Section 10. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto and shall not be modified in any manner except by an instrument in writing executed by both parties. In the event that any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this ____ day of _____, 2018.

SHEBOYGAN FIRE DEPARTMENT

BY: _____
ITS: _____

CARGILL, INCORPORATED

BY: _____
ITS: _____

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 69-18-19 by Alderperson Donohue authorizing the Purchasing Agent to enter into contract for the purchase of (5) Police Patrol Vehicles prior to September 21, 2018; recommends passing the Resolution.

res

_____ _____

_____ _____

_____ _____

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 69 - 18 - 19. By Alderperson Donohue. August 13, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (5) Police Patrol Vehicles prior to September 21, 2018. The City will not take delivery of the vehicles be invoiced prior to January 1, 2019.

WHEREAS; The manufacturer, Ford Motor Company, has announced an aggressive redesign of the Ford Police Interceptor-Utility model for the 2020 model year. In order to complete the necessary retooling in their manufacturing plant Ford has announced that they will only accept orders for the 2019 model vehicles until September 21, 2018. Ford Motor Company has also indicated that the price for the 2019 models will be frozen at the 2018 levels.

WHEREAS; The Common Council will not formally approve the 2019 Capital Improvements and Operating budget(s) until November of 2018. Therefore, the Common Council is herewith requested to grant approval to allow for contracting for the purchase to occur in conjunction with the manufacturers deadlines stated above, and prior to final budget approvals.

WHEREAS; The funding for the purchase of (5) 2019 Police vehicles is included in the 2019 Capital Improvements budget and the cost for the vehicles will be held at 2018 levels.

Finance + Personnel approve.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford of Hartford WI for the purchase of (5) Police patrol vehicles in the amount of $163,972.50 including license and title with the stipulation that receipt of and payment for the vehicles will not occur prior to January 1, 2019.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract in 2018 for the purchase of vehicles included in the 2019 budget.

_____

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.
August 20, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 70-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Police vehicles); recommends passing the 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 70 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 13, 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 appropriation for Police vehicles approved in the 2019 Capital Improvement program ordered in 2018

FROM	TO	AMOUNT
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Vehicles 40021100-649100	$164,000

Finance + Personnel approve

_____

_____

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

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"; submits to council with no committee recommendation.

_____ _____

_____ _____

_____ _____

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. 8 - 18 - 19. By Alderpersons Donohue and Rindfleisch. July 16, 2018.

AN ORDINANCE repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

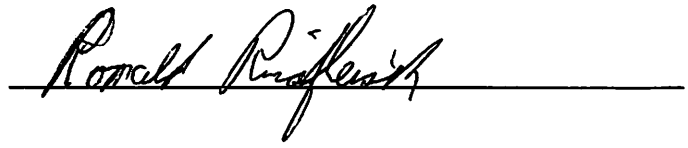
WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions.

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

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed.

RHPS
no recommendation
lay over until 8-20-18

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

IX

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred Gen. Ord. No. 11-18-19 by Alderperson Rindfleisch re-establishing the salaries of Election Officials; recommends approving the Ordinance.

mcf

_____ _____

_____ _____

_____ _____

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

7.1

Gen. Ord. No. 11 - 18 - 19. By Alderperson Rindfleisch. August 6, 2018.

AN ORDINANCE re-establishing the salaries of Election Officials.

WHEREAS, Election Officials have not received a salary increase since the February of 2008, and

WHEREAS, full-time Election Officials are not allowed to leave the premises on Election Day, and

WHEREAS, full-time Elections Officials currently work approximately 14-18 hours on an election day, and part-time Election Officials currently work approximately 7-9 hours on an election day, and

WHEREAS, §7.03, Wis. Stats. requires that a reasonable daily compensation be paid to each inspector, and

WHEREAS, it is becoming increasingly difficult to find and keep qualified and competent inspectors.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Finance/Personnel approve

Section 1. The Election Officials appointed to perform election duties in the various wards of the City of Sheboygan shall be paid in accordance with the following schedule:

$ 60.00 for half of Election Day
$120.00 for full Election Day
$145.00 for co-chairpersons
$ 10.00 for attending instructional meeting
$ 10.00 per hour for special nursing home deputies

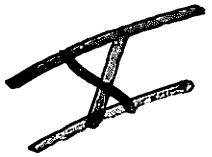
Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of January 1, 2019.

Ronald Ryfkenian

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



Gen. Ord. No. _____-18 - 19_____. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE repealing Gen. Ord. No. 42-17-18 and creating new parking restrictions permitting parking on N. 9th Street from Pershing Avenue north.

WHEREAS, pursuant to Gen. Ord. No. 42-17-18, parking is not permitted on N. 9th Street from the north curb line of Pershing Avenue to 525 feet north of the north curb line of Pershing Avenue from 2:00 a.m. to 6:00 p.m. daily.

WHEREAS, there is a need for parking on N. 9th Street between 2:00 a.m. and 6:00 a.m.

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

Section 1. Gen. Ord. No. 42-17-18 is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of N. 9th Street from 375 feet north of the north curb line to its terminus and the west side of N. 9th Street from 363 feet north of the north curb line of Pershing Avenue to its terminus are hereby added to the list of locations where no parking is permitted from 2:00 a.m. to 6:00 a.m.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove and install signs to give notification of the aforementioned parking restriction.

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.

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

Gen. Ord. No. - 18 - 19. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE relating to parking restrictions on the south side of Martin Avenue east of North 22nd Street.

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 south side of Martin Avenue from 155 feet east of the east curb line of North 22nd Street to 200 feet east of the east curb line of North 22nd Street is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install 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

XI

4.1

R. O. No. 85 - 18 - 19. By CITY PLAN COMMISSION. August 6, 2018.

Your Commission to whom reviewed and discussed the Tax Incremental District (TID) 17 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 17 Boundaries and Project Plan.

Laid Over

CITY PLAN COMMISSION

4.2

R. O. No. 86 - 18 - 19. By CITY PLAN COMMISSION. August 6, 2018.

Your Commission to whom reviewed and discussed the Tax Incremental District (TID) 19 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 19 Boundaries and Project Plan.

Lay Over

CITY PLAN COMMISSION

II

Other Matters

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

Submitting various license applications for the period ending June 30, 2019 and June 30, 2020.

City Clerk

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

No.	Name	Address
9783	Bakewell,Brianna L.	2103 S. 7th Street
2371	Crandell, Danette M.	530 S. 13th Street
1511	Donath, Kayla A.	1824 Washington Avenue
2373	Harms, Shelly A.	1619A Nagle Avenue, Manitowoc
2367	Huibregtse, Samantha A.	1124 Erie Avenue
2368	Klunck, Quintin T.	1422 S. 19th Street
2375	Krahenbuhl, Joshua M.	1229 S. 7th Street Apt. 1
2374	Mattson, Taryn M.	N9001 Dairyland Drive, Cleveland
7963	Mehn, Sydny R.	625A Leavens Avenue, Sheboygan Falls
2372	Nelson, Sara J.	1810 N. 9th Street
2370	Peaine, Alexxus R.	1019 N. 12th Street
2376	Ward, Carrissa A.	1432A Superior Avenue
4783	Zimmerman, Leslie J.	1542 Sibley Court

CHANGE OF PREMISE

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street - Two day event 09/14/18-09/15/18 to include the parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The parking lot is on 8th Street and starts at the Southern edge of the building located at 1122 N. 8th Street (the Gaming Generations business). This is a Space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8th and 9th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from 8th Street entrance to approximately 130ft west for use of the event.

AHPS

3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/07/18 to include parking lots to the North, West, East and South of the business.
3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/25/18 to include parking lots to the North, West, East and South of the business.
3117 Harbor Lights IV	434 Pennsylvania Avenue - One day event to be held 09/22/18. I would like to close the 5th St. road off for a Breast Cancer Benefit from Penn Ave to Franklin St. on the west side of Harbor Lights and have a one day festival.
2921 The Walkabout	2401 Calumet Drive - One day event to be held 09/08/18 to include driveway and grassy area north of building.

CLASS "C" WINE LICENSE (June 30, 2019) (NEW)

No.	Name	Address
3353	Rendez-Vous	1332 S. 13th Street