

*****ATTACHMENTS*****

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Tuesday, January 16, 2018 9:46 AM
To: DeBruin, Meredith
Cc: Schwefel, Sarah
Subject: FW: Transit Commission Resignation

Meredith,

Please include this resignation on the next Council agenda.

Thanks,

Mike

Mike Vandersteen, Mayor
City of Sheboygan

From: Mike Helmke [<mailto:mike.helmke@yahoo.com>]
Sent: Monday, January 15, 2018 5:41 PM
To: Mayor Vandersteen; Koeller, Ann; Muench, Derek
Subject: Fw: Transit Commission Appointment

Dear Mayor Vandersteen,

In réponse to the below email request and per our past discussion I am tendering my resignation from the Transit and Parking Commission effective the end of my current term in April or sooner if you desire. My winter travels make me unavailable for meetings and therefore I don't believe I can continue to serve to my fullest ability.

It has be a pleasure to serve the city and it's residents in this capacity and I cherish the relationships I've made.

Best Regards,
Michael Helmke



January 17, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

<u>Name</u>	<u>Appointed</u>	<u>Expires</u>
Abraham Loya (Gateway Neighborhood Alternate)	02/05/18	04/30/18



MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

II

2.2.

UPDATED

R. O. No. 269 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1775	Above & Beyond Corporation	512 S. 8 th Street - One day event April 10, 2018 at Above & Beyond to Include beer and wine.
1030	Bethlehem Lutheran Church	1121 Georgia Ave - One day event 03/03/18 to include beer.
3059	People to People/ Sheboygan Chapter	3822 Main Avenue - One day event March 11, 2018 at RCS - Cafeteria Area 1607 Geele Avenue.
2633	Sheboygan Blue Line Association	1202 S. Wildwood Avenue - Two day event March 16 & 17, 2018 for Ice Bowling.
3167	St. Clements Church	522 New York Avenue - One day event February 17, 2018 at St. Dominics Gymnasium 2133 N. 22 nd Street. To Include beer and wine.
1377	St. Dominics Church	2133 N. 22 nd Street - One day event 03/03/2018 at St. Dominics Parrish Activity Center to include wine and beer.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8497	Collins, David S.	1023 Sommer Drive
0239	Swearingen, William D.	718 Cardinal Lane, Howards Grove

Amount

II

R. O. No. _____ - 17 - 18. By TRANSIT COMMISSION. February 5, 2018.

Your commission to whom was referred Res. No. 91-17-18 by Alderperson Wolf adopting the City of Sheboygan Downtown Sheboygan Parking Study as prepared by Carl Walker consultants, recommends passing the Resolution.

Consent.

SHEBOYGAN TRANSIT COMMISSION

III

6.6

Res. No. 91 - 17 - 18. By Alderperson Wolf. November 6, 2017.

A RESOLUTION adopting the City of Sheboygan Downtown Sheboygan Parking Study as prepared by Carl Walker consultants.

WHEREAS, in early 2017, the City of Sheboygan selected Carl Walker to conduct an assessment of the city's downtown parking conditions. The purpose of this assessment was to analyze current downtown parking supply and demand, existing policies and practices, and to provide the city with an integrated proactive and strategic management solution that maximizes program efficiencies while providing high levels of customer service.

RESOLVED, that the City of Sheboygan does hereby adopt the City of Sheboygan Downtown Sheboygan Parking Study dated October 23, 2017, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

*Transit
- approve*

James A. Bohan

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

Downtown Sheboygan Parking Study | Final Report

October 23, 2017

Carl Walker a division of **WGI**

Ideas for parking. SOLUTIONS FOR PEOPLE

5136 Lovers Lane, Suite 200, Kalamazoo, MI 49002
269.381.2222 | wgiparking.com

Jon Forster, CAPP
jon.forster@wginc.com

CITY OF SHEBOYGAN

Downtown Sheboygan Parking Study | Final Report

October 23, 2017



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SECTION I – EXECUTIVE SUMMARY

Parking is a key component of vibrant and viable downtowns. An efficient and effective parking program provides the opportunity for residents and visitors to enjoy living, working and recreating downtown. In Sheboygan, the Parking Utility serves the community with on-street and off-street parking options spread throughout the downtown, riverfront and South Pier areas.

Sheboygan has an adequate supply of parking spaces to meet current parking demand. In the study area, there are over 1,000 public on-street parking spaces, and over 3,100 off-street parking spaces. The Parking Utility manages over 1,500 of the off-street parking spaces, while the rest are controlled by various private entities. Taken as a whole, the three parking areas (downtown, Riverfront, South Pier) had less than 50% of the overall parking supply occupied on the three days when car count data was collected.

The downtown core area similarly had peak parking occupancy levels of less than 50%. The riverfront had peak occupancy levels of 55%, and South Pier had peak occupancy of under 40%. At this time, there is not a need for more parking supply in any of the three areas. However, development of a current surface parking lot could change downtown parking dynamics. Development would cause the loss of existing parking spaces and increase the parking demand from the new land use. Parking demand should be measured regularly in order to plan for future development opportunities and staying ahead of parking needs.

In order to support the growing downtown, the Parking Utility should undertake some operational changes to make more parking spaces available and to give patrons more options to meet their parking needs. The Utility parking lots currently provide reserved spaces, with a monthly permit holder provided a designated numbered parking space. This policy should be changed to pooled permit parking. A parking permit would provide access to an entire parking lot, but not a specific space. This policy would allow the Utility to sell additional spaces in most lots and open up more parking to the public. Depending on the size of the parking area, and the patron mix, it may be possible to add 10% - 50% more permits. This is possible because most people do not use their parking spaces each day due to illness, vacation, out of town, etc. The Grand Stay parking lot could also have daytime parking permits, as most of their activity is in the evening. The Parking Utility would need to monitor the lots regularly to assure available spaces for those holding permits. The goal is to have the parking lots regularly 80%-90% full in order to achieve maximum efficiency. Parking occupancy levels over 90% create patron dissatisfaction with the difficulty of finding the last few spaces.

Parking rates and allocation should be based on market factors and patron choice. The highest demand parking areas should charge a higher parking rate, with less utilized areas charging a lower rate in order to allow patrons to make the decision on where they would like to park. Market based pricing should extend to the parking meters as well, with on-street parking having higher parking rates than off-street parking. The parking meters provide the downtown with premium on-street parking spaces and create turnover so there are generally open spaces within a short distance of the patron destination. Meter rates are low, but help to provide necessary revenue to minimize the annual assessments with the parking districts. Meter time limits should be extended to three hours to provide extended parking time for those coming downtown. Regular, but not overbearing, enforcement is a necessary component to maintain customer satisfaction for both on-street parking and off-street permit parking.

SECTION II – PURPOSE OF STUDY & PROJECT APPROACH

Introduction/Overview

In early 2017, the City of Sheboygan selected Carl Walker to conduct an assessment of the City's downtown parking conditions. The purpose of this assessment was to analyze current downtown parking supply and demand, existing policies, practices and programs and to provide the City with an integrated, proactive and strategic management solution that maximizes program efficiencies while providing high levels of customer service. A point of emphasis was to identify the areas of heavy parking demand and determine if additional parking supply is warranted.

Recognizing that an efficient and well managed parking system is vital to the economic success of downtown, the City's ultimate goal with this downtown parking analysis is to develop an efficient, cost-effective and customer-focused parking management plan that will leverage the City's parking assets to support the continued growth and development of the downtown.

Project Approach and Methodologies

The study area focused on the traditional downtown area along 8th St. from Michigan Ave. to the intersection south of Pennsylvania Ave. We also conducted data collection in the Riverfront and South Pier areas to better understand the parking dynamics in these sections that are in close proximity to downtown.

Carl Walker conducted extensive data collection on existing conditions, including three days of vehicle car counts. In addition to performing field observations and statistical analyses of existing conditions, our information gathering relied on outreach and direct communication with key staff and other downtown stakeholders. We conducted one-on-one meetings with City leadership, senior staff members, representatives of private sector employers and business owners. To gain a broader understanding of the attitudes and perceptions of the community at large, we conducted an online survey via Survey Monkey that was targeted at the City business owners.

SECTION III – SUMMARY OF CURRENT PARKING CONDITIONS

Existing Parking Supply

The parking supply in downtown is a combination of on-street public (municipal) parking, off-street public (municipal) parking lots and off-street private parking lots. Some of the off-street private parking lots were open to the public, while others were reserved for private use. The complete parking inventories are noted in **Appendix A**.

Parking Supply

Within the defined study area there are 1,015 on-street public parking spaces and 3,187 off-street parking spaces. The parking inventory further breaks down into the following categories:

- 644 On-Street Spaces in the Downtown Core (Red Shading)
- 371 On-Street Spaces in Riverfront and South Pier Districts
- 1,120 Spaces in City Operated Municipal Lots
- 1,906 Off-Street Spaces in the Downtown Core
- 736 Spaces in Downtown Core City Operated Municipal Lots
- 412 Total Public Spaces in the South Pier District (does not include residential or resort parking)
- 850 Total Parking Spaces for Blocks 18, 20, 22, and 24 in the Riverfront District (includes private parking lots)



Current Parking Demand

To understand the parking dynamics in Sheboygan, we measured the number of vehicles in the public parking areas on two typical weekdays (Thursday June 22, 2017 and Wednesday July 12, 2017), and a Friday evening (June 23, 2017). The complete parking occupancy data collection information is in **Appendix A**.

Entire Study Area

Taken as a whole, the study area did not reach 50% occupancy on any of our data collection dates. Parking occupancy levels peaked in the 40% - 45% range for the weekdays and just under 30% on the weekend evening. Peak times are 10am to noon during the weekday, and 6pm to 8 pm in the evening.

OFF – STREET PARKING OCCUPANCY FOR THE ENTIRE STUDY AREA

Off - Street Parking Occupancy					
Thursday, June 22, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
3,187	1,020	1,245	1,272	1,193	1,120
Occ %	32%	39%	40%	37%	35%

Off - Street Parking Occupancy					
Wednesday, July 12, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
3,187	1,103	1,303	1,280	1,188	914
Occ %	35%	41%	40%	37%	29%

Off - Street Parking Occupancy				
Friday, June 23, 2017				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
3,187	810	690	576	468
Occ %	25%	22%	18%	15%

ON – STREET PARKING OCCUPANCY FOR THE ENTIRE STUDY AREA

On - Street Parking Occupancy					
Thursday, June 22, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
1,015	201	290	326	279	295
Occ %	20%	29%	32%	27%	29%

On - Street Parking Occupancy					
Wednesday, July 12, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
1,015	234	341	407	386	275
Occ %	23%	34%	40%	38%	27%

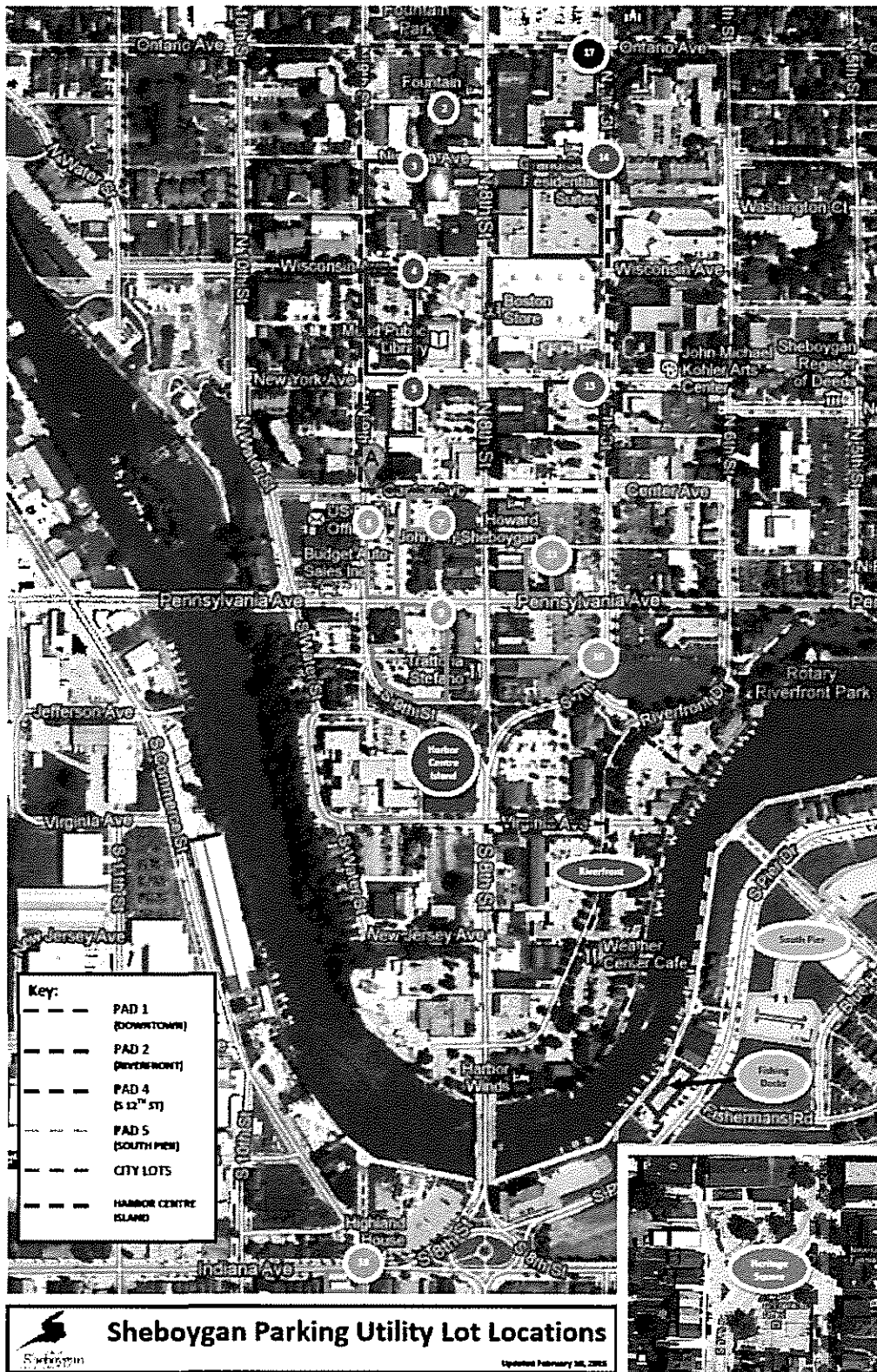
On - Street Parking Occupancy				
Friday, June 23, 2017				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
1,015	254	304	290	180
Occ %	25%	30%	29%	18%

PARKING UTILITY PARKING LOT OCCUPANCY

The Parking Lots Managed by the Parking Utility had peak occupancies ranging from 42% - 48%. The peak evening occupancy was 18%.

Sheboygan Parking Utility Parking Lots - Downtown Core						
Thursday, June 22, 2017						
Lot #	Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
Lot 2	27	0	7	7	7	7
Lot 3	50	4	6	4	5	5
Lot 4	92	1	37	26	33	44
Lot 5	39	22	25	38	23	23
Lot 7	44	14	12	18	18	9
Lot 8	41	13	14	12	14	11
Lot 9	134	29	38	57	41	47
lot 10	15	9	10	10	5	5
Lot 11	21	9	8	6	6	9
Lot 13	64	27	37	25	33	20
Lot 14	110	43	73	73	78	57
Lot 17	99	38	36	34	27	32
	736	209	303	310	290	269
Total Off-Street Parking Occupancy %		28.4%	41.2%	42.1%	39.4%	36.5%

Sheboygan Parking Utility Parking Lots - Downtown Core						
Wednesday, July 12, 2017						
Lot #	Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
Lot 2	27	3	5	8	9	7
Lot 3	50	3	4	8	5	6
Lot 4	92	53	55	64	37	16
Lot 5	39	21	28	24	20	17
Lot 7	44	7	11	17	12	16
Lot 8	41	13	18	19	13	8
Lot 9	134	26	35	41	35	35
lot 10	15	6	10	10	6	0
Lot 11	21	8	10	7	5	10
Lot 13	64	27	34	37	36	18
Lot 14	110	72	72	75	65	46
Lot 17	99	37	56	40	37	48
	736	276	338	350	280	227
Total Off-Street Parking Occupancy %		37.5%	45.9%	47.6%	38.0%	30.8%



Downtown Core

Parking occupancy in the downtown core was slightly higher than the overall parking occupancy. The July 22, 2017 data shows parking occupancy near 50% at the noon data collection period in both on-street and the off-street parking. The evening counts showed occupancy levels below 30% in the core area.

OFF-STREET PARKING IN THE DOWNTOWN CORE FOR THE THREE COLLECTION DATES

Downtown Core Off-Street Parking Occupancy					
Thursday, June 22, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
1,906	623	814	770	759	731
Occ %	33%	43%	40%	40%	38%

Downtown Core Off-Street Parking Occupancy					
Wednesday, July 12, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
1,906	729	870	890	778	599
Occ %	38%	46%	47%	41%	31%

Downtown Core Off-Street Parking Occupancy				
Friday, June 23, 2017				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
1,906	531	353	347	320
Occ %	28%	19%	18%	17%

ON – STREET PARKING IN THE DOWNTOWN CORE FOR THE THREE COLLECTION DAYS

Downtown Core On - Street Occupancy					
Thursday, June 22, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
644	127	204	239	207	224
Occ %	20%	32%	37%	32%	35%

Downtown Core On - Street Occupancy					
Wednesday, July 12, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
644	129	252	322	290	192
Occ %	20%	39%	50%	45%	30%

Downtown Core On - Street Occupancy				
Friday, June 23, 2017				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
644	153	181	198	119
Occ %	24%	28%	31%	18%

Riverfront District (Blocks 18, 20, 22, 24)

The Riverfront district has plentiful parking with 850 spaces; 386 in private parking lots and 464 public spaces. We observed available parking on all three data collection dates, with peak occupancy of 43% at noon on June 22nd. The Utility lots had higher levels occupancy, with peak occupancies of 55% at noon on the June 22nd collection.

Riverfront Parking Occupancy					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
850	273	311	362	312	280
Occ %	32%	37%	43%	37%	33%

Riverfront Parking Occupancy					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
850	282	314	302	300	221
Occ %	33%	37%	36%	35%	26%

Riverfront Parking Occupancy				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
850	237	266	178	82
Occ %	28%	31%	21%	10%

Parking Utility Riverfront Lots Parking Occupancy						
Thursday, June 22, 2017						
Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
Riverfront	94	11	21	49	28	28
Riverfront	140	43	46	49	50	55
Riverfront	57	10	14	34	18	40
Riverfront	93	70	83	78	71	66
Riverfront Off-Street Total	384	134	164	210	167	189
		35%	43%	55%	43%	49%

Parking Utility Riverfront Lots Parking Occupancy						
Wednesday, July 12, 2017						
Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
Riverfront	94	12	16	35	22	13
Riverfront	140	61	58	37	47	25
Riverfront	57	5	11	17	24	53
Riverfront	93	75	80	75	77	33
Riverfront Off-Street Total	384	153	165	164	170	124
		40%	43%	43%	44%	32%

Parking Utility Riverfront Lots Parking Occupancy					
Friday, June 23, 2017					
Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
Riverfront	94	30	62	24	6
Riverfront	140	12	15	10	6
Riverfront	57	38	50	38	10
Riverfront	93	66	38	40	11
Riverfront Off-Street Total	384	146	165	112	33
		38%	43%	29%	9%

South Pier Parking Occupancy

In the South Pier District the primary parking areas are public on-street spaces and Utility managed public lots. There is no charge for parking in this district. We did not collect data at the Blue Harbor Resort or the residential parking. The peak occupancy was measured at 6 pm on Friday, June 23rd at 35%. The South Pier District will likely have an increase in parking demand as the area continues to develop; however, there is enough parking supply for significant growth. A separate report dated August 22, 2016, conducted by Traffic Analysis and Design, Inc. projects there will be ample parking even after the completion of the apartments later in 2017.

South Pier Parking Occupancy					
Thursday, June 22, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
412	48	59	62	55	86
Occ %	12%	14%	15%	13%	21%

South Pier Parking Occupancy					
Wednesday, July 12, 2017					
Capacity	8:00 AM	10:00 AM	NOON	2:00 PM	4:00 PM
412	70	70	74	76	97
Occ %	17%	17%	18%	18%	24%

South Pier Parking Occupancy				
Friday, June 23, 2017				
Capacity	4:00 PM	6:00 PM	8:00 PM	10:00 PM
412	103	143	99	43
Occ %	25%	35%	24%	10%

Summary of Parking Occupancy

The City and private land owners have created over 4,000 parking spaces within the parking study boundaries. There are additional on-street metered and free spaces and off-street parking lots in the surrounding blocks. We conducted three days of occupancy counts to measure the parking demand and determine if the supply is adequate to meet the parking demand.

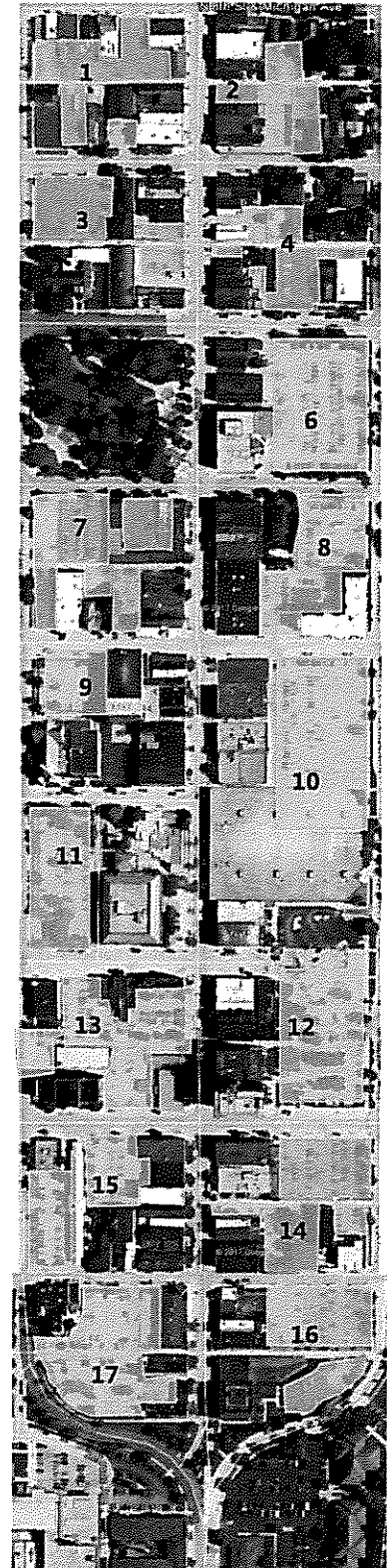
The occupancy counts indicated there was not a specific section where parking demand exceeded supply. The area near Blocks 10, 11 and 12 had peak occupancies near 65% at the 10 am and noon counts. The Riverfront lots had peak off-street occupancies of 55% at noon on both the June 22nd and July 12th counts.

Overall, there is adequate parking supply to meet the current demands of downtown workers, residents and visitors. The new Encore Apartments are providing on-site parking for residents and will not significantly increase the parking demand for public parking once they are open. With no other planned developments, the parking supply should be adequate until there is a change in building occupancies or new development.

There is generally not a need to add parking spaces in a downtown district until occupancy levels regularly exceed 80%. When occupancies reach 85% or greater, patron and visitor satisfaction typically decreases, as it becomes difficult to find the few remaining parking spaces.

The graphic on the right shows the amount of land dedicated to parking in the downtown core from Michigan St. to south of Pennsylvania St. between 7th and 9th Streets. There is parking on every block except Fountain Park. The graphic does not include the almost 650 on-street parking spaces in the downtown core. Most of the parking lots are along 7th and 9th Streets, leaving the block face of 8th St. most intact, creating contiguous storefronts and a walkable urban setting.

As the downtown continues to develop, it is likely that a portion of the perimeter parking lots will be utilized for buildings and uses other than parking. In developing these lots, there will be an accelerated increase in parking demand. First, there is the loss of parking spaces on the lot; second, is the increased parking demand from the new development. As development occurs, the Parking Utility should continue to monitor parking supply and demand to determine when the City reaches a point of needing to create additional parking.



= Parking Study Block Number

Accessible Parking

Some of the municipal public parking lots appear to not meet current design requirements for Accessible parking. Several spaces do not have the required width and access aisle, and in some locations, required Americans with Disabilities Act (ADA) signs are missing. Lot B in the South Pier district for example does not have the hatched access aisle next to the space.

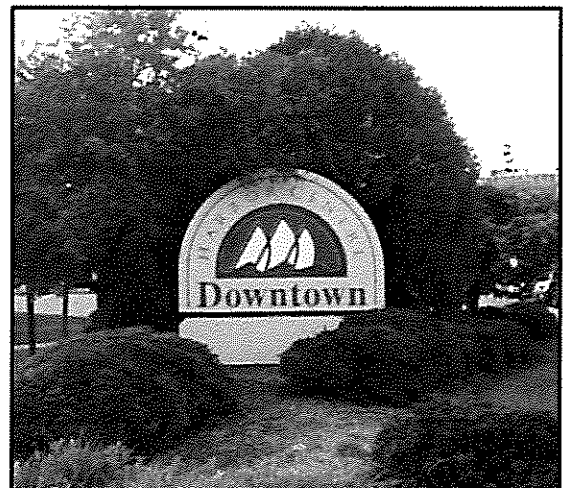
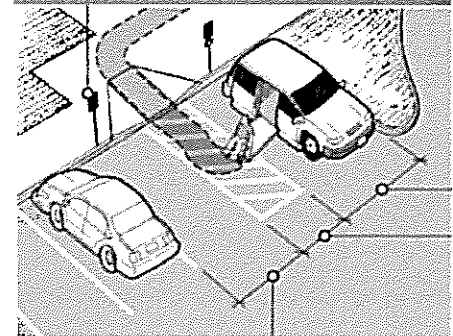
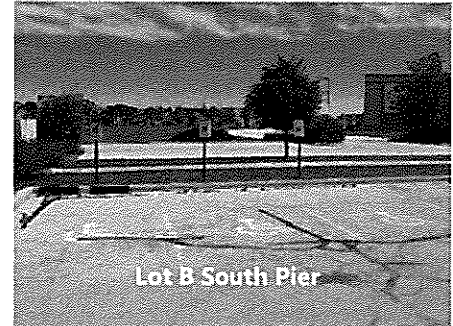
Parking Enforcement

Parking enforcement is performed by the police department. The police have one full time and two part time Community Safety Officers (CSO) that patrol the entire city for traffic, parking and other violations. The CSO's regularly write expired meter tickets in downtown. Other violations, such as overtime meters (exceeding two hour time limit) or parking in a reserved space, are handled on a complaint basis.

The CSO's issue handwritten paper citations that are processed by the Police Department. The Police processes the handwritten citations; entering the data, receiving collections and following up on unpaid citations. The Police Department receives the revenue from paid citations. The Municipal Court adjudicates disputed citations.

Parking Related Signage and Wayfinding

Effective wayfinding programs create a sense of welcoming for both regular and occasional patrons of downtown. Likewise, poor programs can convey that downtown is not "open for business" or an attractive place to go. The Utility has created a branding program for the Municipal Parking Lots that is easy to recognize and uses the International ® symbol for parking. The signs also incorporate Downtown branding strategies and standards.



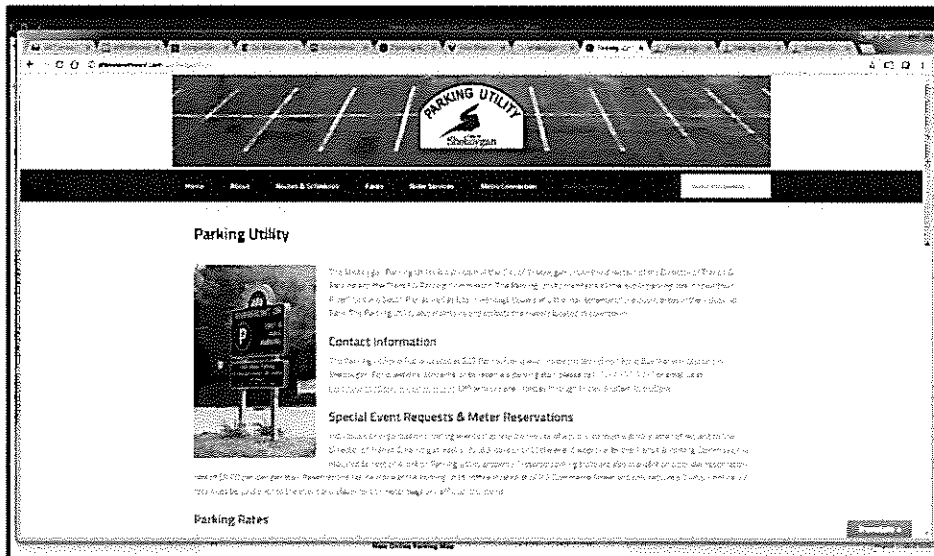
Existing Municipal Parking and Wayfinding Signs



The parking lot signs communicate the specific hours of operations and policies. The secondary signs indicate whether the parking lot is for reserved or metered, with free evening and weekend parking.

The Parking Utility has developed a webpage that is well organized and provides pertinent information regarding parking and related services such as contact information, maps for both on-street and off-street parking, a Reserved Lot Agreement form and other basic information.

Parking Utility Webpage



Current Management and Operational Structure

The downtown parking system is managed by the Parking Utility out of the Shoreline Metro office. The Utility oversees the financial responsibilities of the system, and administers the following services:

- Parking Meter Maintenance
- Signage and Wayfinding
- Responding to Specific Needs and Questions from Downtown Business Owners and Patrons
- Housekeeping and Weed Control in the Parking Lots
- Collection of Coins from Parking Meters
- Invoicing and Collection of Monthly Parking Fees
- Contracting for Lot Repair and Asphalt Maintenance

Services provided by other City departments:

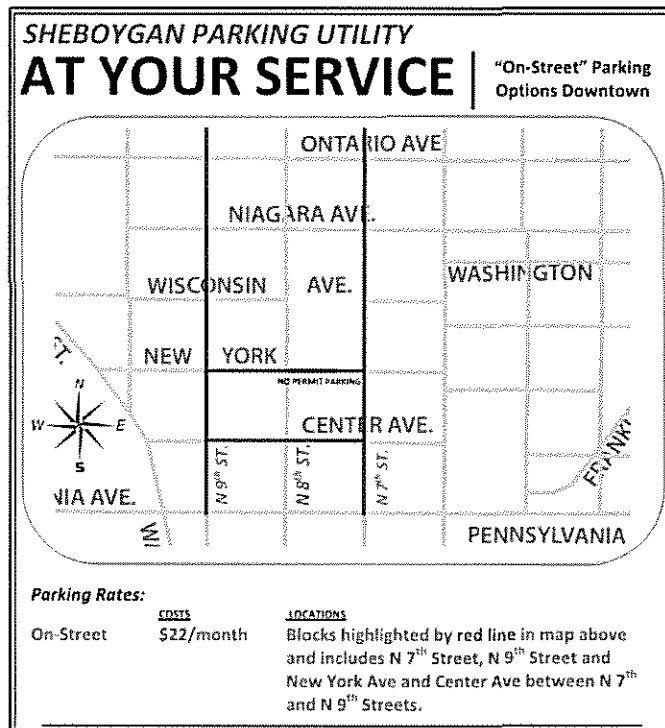
- Department of Public Works
 - Snow and ice control – on-street and parking lots
 - Lighting and basic maintenance
- Police Department
 - Enforcement of Parking Ordinances
 - Unpaid Meters
 - ADA Parking
 - Vehicles in Unauthorized Spaces (By Complaint Only)
 - Other Violations as Requested
- Finance Department
 - Tracks revenue and expenses for Utility budget
 - Creates and issues invoices for annual Parking Utility Assessment

The Parking Utility has two full-time year round staff, with three seasonal staff during the summer months. Other Shoreline Metro staff such as Director Derek Muench and administrative support staff dedicate approximately 30% of their time to management of the Parking Utility.

On-Street Parking

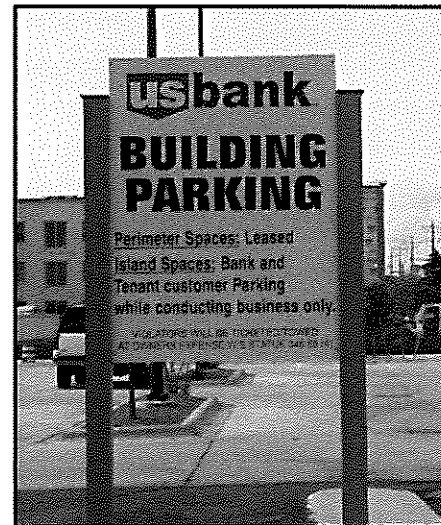
All Downtown parking meters charge 30 cents per hour. There are a limited number of 15 minute meters, but most meters have a two-hour time limit. The Police department issues expired meter citations as part of their daily duties, but do not have staff dedicated to downtown parking. The police issue citations for vehicles exceeding the two hour time limit upon complaint, but do not regularly chalk vehicles for overtime violations.

In order to expand employee parking downtown, the Parking Utility implemented on-street parking permits (\$22 per month) for all day parking on certain non-core areas of downtown. The on-street permit program map is shown below.



Off-Street Parking

There are 736 Utility off-street parking spaces in the core area of downtown, and 796 Utility parking spaces in the Riverview and South Pier areas. There is no charge for the spaces in the Riverview and South Pier areas. In the downtown core area, parking permits are \$29 per month. The parking spaces are assigned by number and reserved for the patron assigned to the space. The police issue parking citations for parking in a space without a permit upon complaint by the patron assigned that space. The Utility does not issue hangtags, stickers or physical permits for the lots.



The Utility has a waiting list for available parking at several lots. The reserved parking space allocation has caused a shortage in downtown employee parking. A secondary parking market has emerged with USBank and the Econo-Lodge Hotel offering leased monthly parking.

Finances

Year End Parking Utility Revenue and Expenses over the past five years is shown below.

City of Sheboygan Parking Revenue (Not Including Assessment)					
	2012	2013	2014	2015	2016
Revenue for Services	\$283,013	\$267,285	\$275,471	\$280,316	\$240,128
Expenses	\$383,844	\$447,015	\$376,570	\$381,885	\$447,196
Difference	(\$100,831)	(\$179,730)	(\$101,099)	(\$101,569)	(\$207,068)

The Parking Utility has had average annual revenue of \$269,000 and average annual expenditures of \$407,000 over the past five years. Revenue from services has been less than expenses in each of the past five years. Significant findings in the Financial Statements of the Parking Utility include:

- Variations in cost of snow removal from year to year can be as much as \$40,000.
- The Parking Utility pays Shoreline Metro \$70,200 annually for rent and administrative services to support the Parking Utility.
- Meter revenue is usually 20% - 40% higher than parking lot stall rental revenue.
- Revenue for services was down 14% in 2016 compared to 2015, and the lowest of the five years reviewed.

The shortage between total expenses and total income is made up by the property owners with an annual assessment in the four administrative districts within the Utility. Parking Utility staff work to minimize the annual assessment to property owners. The annual assessments have fluctuated between a low of \$80,020 in 2014 and \$125,794 in 2013. In 2016 the total assessment was \$119,451.

SECTION IV – SUMMARY OF STAKEHOLDER GOALS AND CONCERNS

A sample of the comments from various individual and group meetings are listed below:

- Excitement over economic development in downtown and the riverfront districts. There is a desire for continued investment and economic activity.
- There seems to be a parking crunch, and there is a need for more parking spaces to support downtown growth.
- Seemingly contradictory opinions about the parking meters:
 - The meters deter customers and they should be removed, and free parking implemented.
 - The meters serve the vital role of creating turnover and keeping convenient spaces available on the street fronts.
- Winter is the worst time for parking because of the snow and ice.
- There is a need for a parking plan for event evenings. The Weill Center already has large events with over 500 attendees several times per year. The new event space at the Berkshire has the ability to host events for hundreds. Both locations are on the same block. If each had a large event on the same evening, it would be challenging to find parking in the area.

Individual Key Stakeholders Meetings

Director of Public Works - David Biebel

Planning Director - Chad Pelishek

Shoreline Metro Director of Parking and Transit - Derek Muench (and Philip and Ann from his staff)

Chief of Police - Christopher Domagalski

Police Captain - James Veaser

Sheboygan Squared Business Improvement Director - Dave Hoffman

City Finance Director - Nancy Buss

Manager of Planning and Zoning - Steve Sokolowski

Weill Center General Manager - Kimberly Meller

Black Pig Owner - Rob Hurrie

Gottsacker Commercial Realty Owner - Paul Gottsacker

Olivu426 Owner - Caitlin Brotz

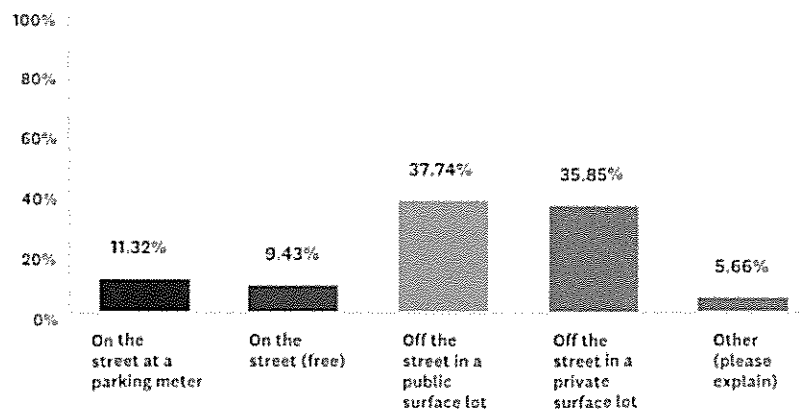
SECTION V – SUMMARY OF ONLINE MERCHANT SURVEY RESULTS

An online merchant survey was conducted in June, 2017 as part of our overall stakeholder outreach efforts. The survey was open for approximately six weeks and resulted in a total of 64 completed responses. In general, there were no “hot button” or negative issues identified in the survey results. Highlights of the survey responses are summarized and discussed below. It should be noted that, for discussion purposes, actual survey result percentages have been rounded to the nearest whole numbers. The complete results are located in **Appendix B**.

Summary of Merchant Survey Responses

Q4 When you drive downtown for your business or work, where do you typically park?

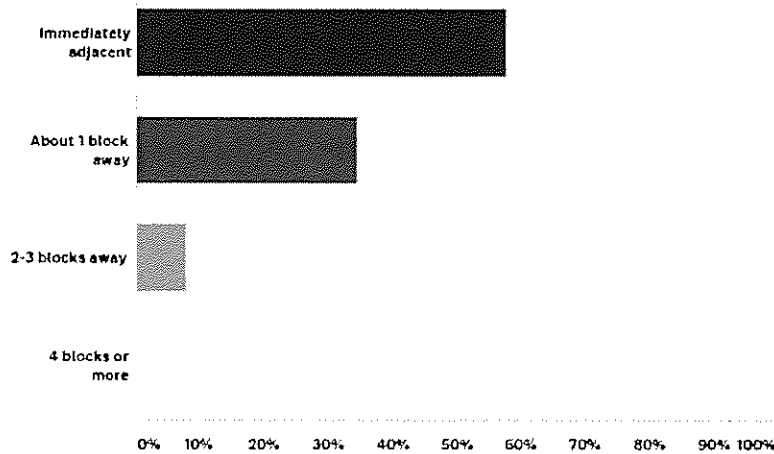
Answered: 63 Skipped: 0



Almost 75% of the merchants park off-street in either an Utility Public parking lot or a privately owned parking lot. The 11% who park at a parking meter should probably be in off-street parking as well, but they may be taking advantage of the meter permit program. Overall, these numbers do not indicate a merchant group that is abusing the on-street parking system.

Q5 How far is your typical parking location from your place of business or work?

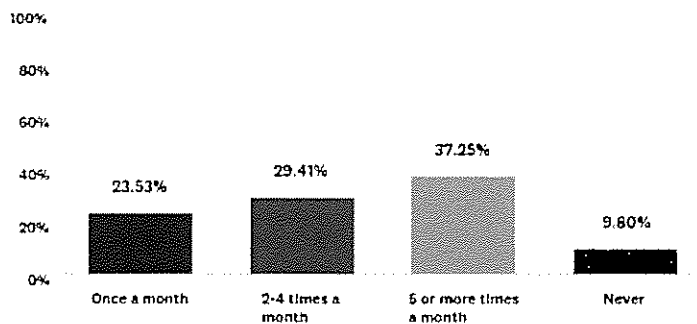
Answered: 52 Skipped: 1



Over 90% of merchants park within a block of their place of business. This level of proximate parking indicates there is plenty of parking in downtown. Perhaps one of the biggest obstacles in downtown parking management is to help owners and employees develop a sense of acceptable walking distance for their specific community.

Q7 How often do you stay or return downtown for dining/entertainment purposes?

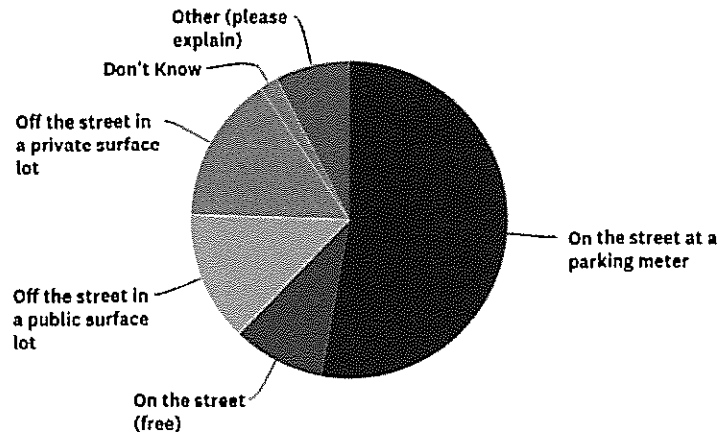
Answered: 51 Skipped: 2



Merchants appear to be committed to downtown and supporting the community. Over 90% spend their leisure time downtown at least once a month, with 75% doing so numerous times per month. The merchant community is invested in downtown.

Q9 Where do those clients and customers typically park?

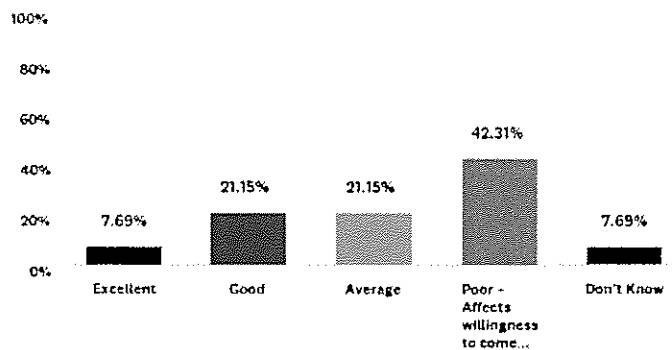
Answered: 53 Skipped: 0



Merchants indicated that 53% of their customers park at the on-street meters. This indicates the meters are an important piece of the downtown parking system, and that on-street parking is valuable to the merchants and desired by the community.

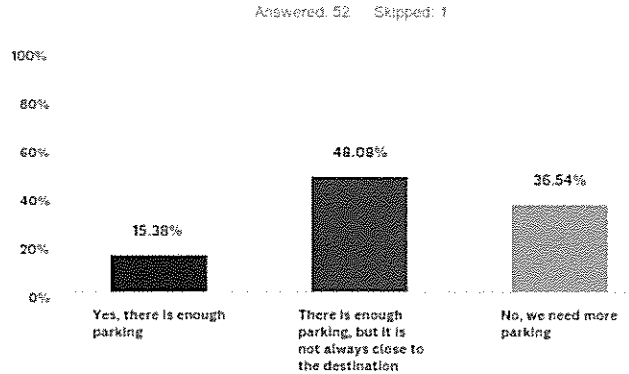
Q11 Based on what you hear from these clients and customers, how would you rate their parking experience?

Answered: 52 Skipped: 1



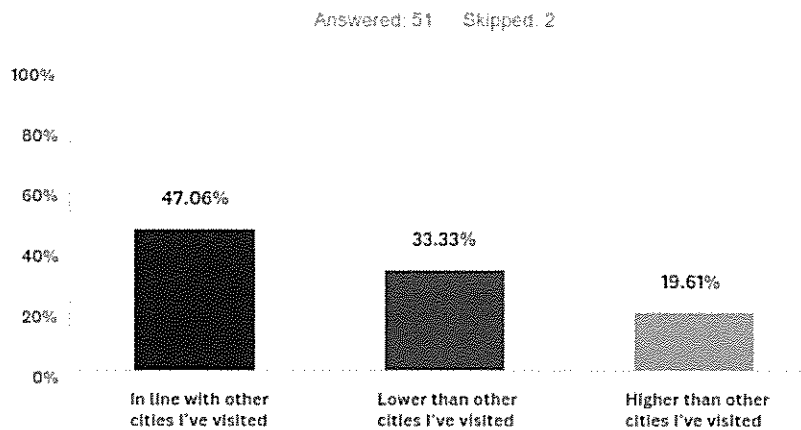
Question 11 asks the merchants to speak for their customers, so the results are affected by the merchants opinions. However, this does correlate with the desire of the merchants for downtown parking to be free.

Q14 In general, do you consider the parking supply in downtown Sheboygan to be adequate?



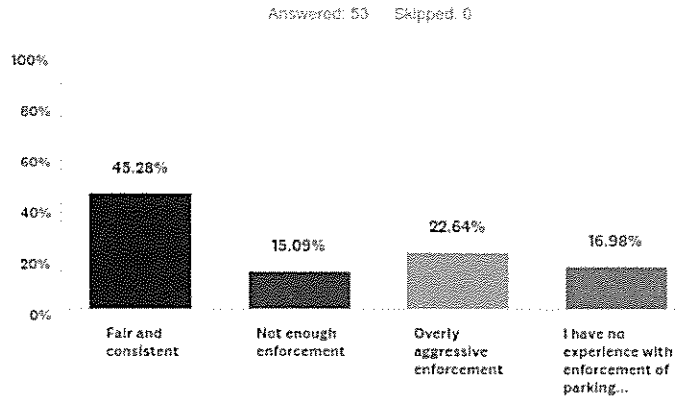
Approximately 36% of the respondents do not think there is enough parking in downtown, while another 48% thinks there is enough parking, it is just not close enough to the destination. This question once again deals with the opinion of what constitutes a reasonable walking distance. It also reveals the perception that more parking is necessary.

Q15 The rates charged for parking in downtown Sheboygan are:



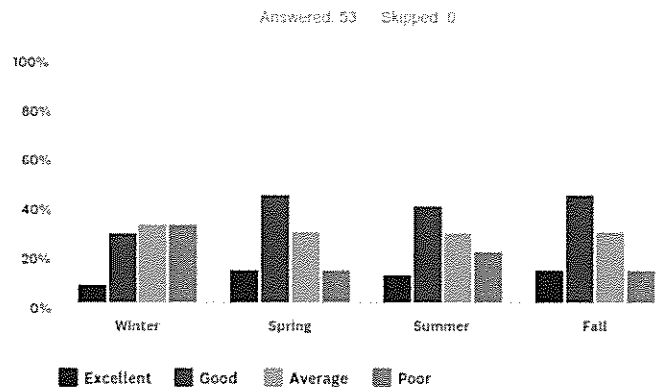
Despite the desire for free parking, over 80% of respondents indicated that parking prices were either lower or comparable to other cities.

Q17 I would describe enforcement of on-street and off-street parking regulations as:



Almost half (45%) of the respondents consider parking enforcement fair and consistent. Almost a quarter (23%) consider enforcement too aggressive, and a sizable portion (15%) would like to see more enforcement. These results would appear to be a mixed bag of opinions on parking enforcement, but the results indicate a reasonable understanding that enforcement is necessary for a properly operating parking system.

Q19 Overall how would you rate the parking in downtown Sheboygan? (Select condition for each season)



Respondents identified winter as the worst season for parking. We included this question to identify if the summer tourist season had an impact on downtown parking. Spring, Summer and Fall all have similar responses, while the winter shows marked decrease in GOOD scores and increase in POOR scores. In interviews with specific merchants, this change has to do with snow and ice control and plowing schedules. There may be an opportunity to improve services by asking merchants to explain their specific concerns.

Key "Take Aways" From Merchant Survey Results

- ***More available parking in downtown; either closer in proximity or simply more spaces.***
- ***A desire for more FREE parking in downtown.***
- ***Paid parking (specifically meters) and parking citations are seen as barriers to visiting downtown.***
- ***51% of respondents to the open ended question "Share your suggestions for improving downtown parking", mentioned Parking Meters somewhere in their written response.***
- ***71% of respondents were from zip code 53081.***

SECTION VI – SUMMARY OF RECOMMENDATIONS

The Parking Utility is a service unit for the residents and visitors of Sheboygan, and should be considered a tool for economic development and community quality of life. Our recommendations are based on the Parking Utility supporting the continuing economic development of downtown, and providing high levels of customer service. The following goals helped to shape our recommendations:

- Provide enough parking spaces for development, and not have to turn anyone away because the Utility doesn't have parking spaces available. (PRIMARY GOAL)
- Maintain the availability of on-street parking for visitors, shoppers and entertainment patrons.
- Continue to bring value to the property owners paying the annual parking assessment, and reduce the assessment where possible.

Our recommendations are summarized below and include time frames (immediate, short-term, mid-term and long-term). Many of the items are short-term operational changes and will likely require additional administrative staff at the Utility for implementation. After the operational changes have been implemented, the current administrative staffing levels may be adequate to provide the customer service expected.

1. **Re-Organize Policies of the Parking Utility to Reflect Patron Needs in an Environment of Increasing Parking Demand.**

The Parking Utility has a strong commitment to customer service and received compliments from several members of the community. Targeted policy changes will allow to Utility to increase access to parking spaces, while maintaining the high customer service standards they have established. The availability of parking will play a role in the continued development of downtown. Opening up available parking for those residents and businesses that want to be downtown will be necessary for increased economic activity.

- A. End the policy of every parking space being reserved. A monthly parking pass should provide for a parking space within a lot, but not necessarily a specific space. A patron with a permit for Lot 9 could park in any of the unmetered spaces in the lot. This policy would allow the Utility to sell more passes than spaces considering that there are usually a certain percentage of parkers not present on any given day.
 - a. The oversell policy has to be monitored so that the vehicle demand does not exceed the characteristics of a certain lot and cause a situation where people cannot find a space in their assigned lot. Some parking facilities can have an oversell as little as 5%, while we have seen other facilities operate comfortably with double the number of permits as parking spaces. Some of the considerations for overselling a parking facility:
 - i. What percentage of the passholders are residents of downtown and the parking space constitutes parking at "home".
 - ii. Conduct regular occupancy counts to determine if the oversell is too high, or if more permits could be issued.

- iii. Winter snow and ice control policies may affect parking supply if vehicle spaces are lost to snow piles after plowing.
 - b. We do not recommend the use of reserved parking spaces as part of public parking policy; however, if the Utility determines that this product is needed in Sheboygan, there should be a premium price for reserved parking. The premium should be a minimum of 150% of the standard rate, with double the standard rate a reasonable premium.
- B. Set monthly rates for the parking lots based on demand. The parking lots in the highest demand areas should charge a higher rate than parking lots further from demand generators. Patrons desire options for parking. Some are willing to pay a higher price to park near their destination, others are willing to walk a few blocks if that saves money each month. Tiered parking rates allow the patrons to choose where to park based on price sensitivity, not by how long they have been on a waiting list.

High levels of customer service are based on being able to find an open parking space when you want one, not on the cost of the space. Providing options from low priced to premium puts the choice in the hands of the patron and therefore increases satisfaction. This may include raising the monthly fee for the high demand parking lots, while lowering the fee for lightly used parking lots. The on-street monthly permit spaces provide premium parking spaces and should have tiered pricing comparable to premier parking lots.

- C. Utilize spaces in Lot 17 (Grandstay Parking) for 8am – 5pm permits. There is room to allow 10-15 additional parkers per day. Lot 17 had peak parking occupancies from 10am to 2pm on our survey days, and little evening parking on Friday, June 23rd (which was a sell out night for the hotel). This parking pattern suggest more of an employee pattern than a hospitality pattern. We suspect there are downtown employees and others parking in this lot during the day. The Police do not enforce this lot unless there is a complaint, and therefore illegal parkers have found some “Free” parking. There may be the opportunity to open up more permit spaces with regular enforcement.
- D. Open up underutilized daily meter spaces to permit parking. As noted in recommendation #3; conduct regular occupancy counts to determine how many spaces could be made available to permit parking, and how many should be available for daily parking. Lot 4 (Library) could be opened up to 15 monthly permit spaces to start. Metered spaces in Lot 9 were underutilized as well and could be opened for more monthly parking.
- E. The combination of policy changes should open up permit parking spaces for those seeking additional parking downtown. Additional parking spaces will encourage more people to visit downtown and developers to consider investing in downtown knowing that there is ample parking supply.

Time Frame: Short -Term (12 Months)

2. **Enforce Downtown, Riverfront and South Pier Parking Regulations through the Parking Utility. (*Potentially Indiana Ave. in the Future if the Utility Creates Parking in that Zone.)**

We did not observe any distinct issues with the Police enforcement of parking meters. However, the first priority of the Police Department is public safety. While an important issue, parking violations rarely rise to the level of being a public safety concern.

Parking enforcement conducted by the Parking Utility can be focused on providing high levels of customer service and a regular presence that is not called away for more important public safety issues elsewhere in the community. A Dedicated (Full-Time) Downtown Parking Utility Enforcement Officer would provide the following services and considerations:

- A consistent downtown presence during the work week when meters are in service.
- Provide parking enforcement for all non-moving violations; ADA, loading zones, No Parking zones, etc.
- Serve as liaison between merchants, land owners, downtown employees and the Parking Utility.
- Provide directions, customer service and education on parking costs and policies for patrons and visitors. This could include referrals for jump starts, lockouts, or stranded motorists.
- Conduct regular permit violation checks in the parking lots to assure minimum amount of unauthorized parkers. (If the utility goes away from reserved parking to permit parking, then enforcement of parking permits would become a necessary component of overall parking enforcement.)
- Coordinate sign issues, meter malfunctions and other maintenance issues with the Utility.
- Serve as an extra set of eyes and ears for downtown security.
- Promote the Downtown Vision of the City Planning Department and Sheboygan Squared, and serve as an ambassador for the downtown.
- Coordinate with Police for identification of stolen and abandoned vehicles.

Time Frame: Short -Term (12 Months)

Cost: 1 (One) FTE Parking Enforcement Staff – We highly recommend cross-training for other staff to cover during vacations, sick time, etc.

3. Conduct Quarterly Parking Occupancy Counts to Assist with Parking Planning and Management

When making pro-active policy decisions, the most important factor is having good data on which to base those decisions. In public parking policy, the keystone of data is parking occupancy counts. It is vital to know how the facilities are being used and identify opportunities to maximize the number of vehicles that can access downtown parking. Issues to consider for the parking data counts:

- A. Conduct counts on the parking lots during the busiest times of day (10am, noon, 2pm).
 - a. Track the occupancy levels in the permit areas and the metered areas separately.
 - b. Lower or high occupancy levels may indicate a need to adjust the mix of permits and meters. If the meters are lightly used, the number of permit spaces in that lot should be increased.
- B. Conduct counts for the on-street spaces during the busiest times of day (10am, noon, 2pm). The off-street and on-street parking counts do not have to be conducted on the same day.
- C. Conduct vehicle turnover counts on specific blocks on 8th Street to determine if vehicles are parked for extended timeframes – over 4 hours. (We can provide forms and assistance with setting up this program.)

Time Frame: Short -Term (12 Months)

4. Extend the Two – Hour Meter Time Limit

The merchant survey indicated that merchants and their customers would like to see the time limits extended. If a patron is making multiple stops in a single trip, such as shopping and lunch, it can be inconvenient to return to the meter within two hours.

Our experience across the country has shown that many patrons prefer three hour time limits for on-street parking. The metered spaces will still turn over several times per day, as most patrons will use less time. In conjunction with the increasing the time limits, the City should enforce the three hour limits to encourage turnover. Enforcement would include tickets for those who move their vehicles to nearby spaces after three hours. Vehicles should have to move at least 4 blocks after 3 hours.

Time Frame: Short-Term (12 Months)

5. Plan Rate Changes

While we do not recommend overall rate changes for metered parking at this time, the Utility should plan for changes to account for inflation. There are operational issues included in rate changes as well. The on-street spaces should have a higher rate than the off-street metered spaces due to the higher levels of service and higher proximity to destinations. A planned rate increase for the meters on 8th Street (at a minimum) should be considered for 2019.

Time Frame: Mid-Term (12-36 Months)

6. Technology Assessment: Options and Recommendations

Similar to many aspects of life, the rapid emergence of communication technology over the past two decades has had a major impact on parking. The ability for customers to locate, reserve and pay for parking has changed an almost all-cash business into one in which large portions of payment are made by mobile phones and through the internet. Parking management and enforcement practices have evolved around instant communication and data storage and retrieval. For example, License Plate Recognition software can gather thousands of license plates per hour, link them to a location through GPS, and communicate with enforcement personnel when a vehicle has parked longer than allowed in a specific space.

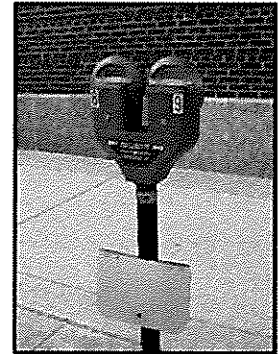
The most important aspect of parking technology is: The Application Must Meet the Need. While there are numerous high quality parking technology applications, only a small percentage are the right fit for Sheboygan. Choosing the right applications can increase efficiency and customer service, while overdoing technology can be costly without real benefits.

We reviewed some parking technology applications and have provided our opinions on their use in Sheboygan. We have tried to balance the use of technology with the potential costs and ROI.

Parking Meters

Current parking meters are Duncan Brand – Eagle meters that accept nickels, dimes and quarters. The meters have proven to be fairly durable, but are reaching the end of their planned life span, and are considered at least one generation of technology behind at this point.

Duncan has deployed thousands of these meters worldwide, but has recently splintered as an organization, breaking into separate hardware and software companies. The changes were preceded by a loss of market share and other operational issues, however the largest concern with the Duncan Eagles is long-term maintenance and support.



The newest generation meters accept credit cards and mobile payments. These technologies require data transmission and processing, which comes with additional costs. With the low rates of 30 cents per hour, it would not be feasible to consider credit card meters or mobile payments. The per-transaction costs can be 25 cents to 35 cents, effectively doubling the parking fee. The fee could be passed on to the patron, but would likely cause frustration to pay 30 cents for their meter time and an additional 30 cents in transaction fees.

Multi-space meters cover numerous parking spaces, they have lower transaction fees, and can accept coins, bills, credit cards and even validations.

Meter Recommendations

1. Continue to utilize the Duncan Eagle meters for as long as possible, recognizing they have a limited life span remaining.
2. Continue to monitor the performance of the meters and create a long-term (5-7 years) budget plan for replacing them as they age with credit card and/ or mobile payment applications.
3. Consider installing a multi-space meter in Lot 4 behind the library and keeping those single space meters for backup and spare parts for the rest of metered areas. **Cost:** Installation of two multi-space meters is \$10,000 - \$20,000.



Parking Enforcement

As discussed earlier, parking enforcement technology has progressed significantly over the past several years. Many communities have switched from hand-written paper tickets to electronic hand-held ticket writers. We understand the Police Department is working toward electronic ticket issuance, payment and adjudication through the MUNIS system. We recommend continued efforts to bring electronic tickets into use, which will reduce data entry errors and staff time to enter the tickets into the system.

Parking Utility Website

The Parking Utility website is easy to find and has relevant information including parking maps, rates, locations and contact information. The Parking Utility should link to the Police Department webpage for payment of tickets. (Note – the link to pay parking tickets on the Police webpage was not operational when we checked.)

We would recommend the following additions for increased customer service:

1. Best Solution – Combine the Parking Utility and Police parking webpages into a single page that is accessible easily from both sites. A single page would contain all pertinent information for both on-street and off-street parking.

Options that could be included in a single Parking webpage, or that could be integrated into one/both webpages to increase customer service.

2. Add a link on the Utility webpage to the Municipal Court for online parking ticket payments.
3. A parking link on the Sheboygan Squared webpage to the Parking Utility webpage.
4. Add the option to renew or pay monthly or quarterly parking permits online through the Utility webpage. The City already has online payment functions for the Municipal Court (As noted previously, this function was not operating when we checked the website.)

Time Frame: Short-Term to Long-Term (Immediate to 7 years)



7. The Parking Utility Should Receive the Fine Revenue Associated with Downtown Parking Tickets.

Parking meter, overtime and No Parking Zone tickets are a direct result of downtown activity, and should be used to improve downtown. The Parking Utility should receive the revenue to offset the costs of downtown parking management. Associated fees could remain with the Municipal Court System to pay for the costs of collecting the fines.

Time Frame: Short-Term (12 Months)

8. Consider Amending the Ordinance that Allows Credits for Private Parking

The ordinance enabling the Parking Utility, and also the annual assessment, provides an opportunity for reduction in the assessment if the property provides private on-site parking. We believe this reduction works against the goal of downtown development for the following reasons:

1. A reduction in parking assessment creates unnecessary financial incentive to maintain private parking lots. This is in conflict with City development goals of creating infill development.
2. The parking utility exists for the benefit of all in the districts it supports. While a landowner may have private parking spaces, they undoubtedly receive benefit from public parking spaces operated by the Utility.
3. We understand this goal could potentially increase the assessment for several landowners, and may not be popular. However, it is in alignment with City goals to reduce the amount of downtown property dedicated to parking.

Time Frame: Mid-Term (12-36 Months. Should be accomplished with other changes in the first year, but will require necessary time for legal requirements.)

9. Promote the Value of the Parking Utility

Throughout our discussions with staff, merchants and other stakeholders, people have a high opinion of the Parking Utility. Stakeholders noted that the Utility listens to their needs, and takes action to provide solutions. Utility staff take pride in the ability to tackle problems and make downtown better, and not just from a parking perspective. This type of goodwill for the parking system is NOT typical. We were impressed with the positive image created by staff members and the willingness to take on more responsibility than necessary. While we were on-site, Parking Utility staff were working on placing new decorative downtown trash receptacles on 8th Street. This is a small example of a pro-active department that strives to serve the community. The Utility should use the goodwill generated to promote their services as part of the greater downtown community. Some of the opportunities for promotion could include:

1. Annual presentation to City Council on Parking Utility accomplishments, goals and needs.
2. Attendance at Sheboygan Squared events to promote the Utility.
3. Feature on Parking Utility on Splash page of City Website. (Also on Sheboygan Squared page.)

Time Frame: On-going as part of the operations.

10. Identify Locations and Opportunities for Future Parking Structures

While structured parking is not needed at this time, City planners should consider where a parking structure could go in the future. A few strong development projects on parking lots and/or maximum use of the US Bank Building could necessitate additional downtown parking. It would be wise to identify locations where a parking structure could be built and work to keep those options available if needed. Lots 4, 9, 13 and 14 are potential parking structure sites.

The City should also consider the opportunities for Public / Private Partnerships to add parking to downtown when development opportunities arise. The new Encore Apartments included underground parking as an amenity for their tenants. This increased the number of people living and recreating downtown, but will not significantly increase the demand for public parking.

Time Frame: Short-Term (12 Months)

11. Special Event Parking

The Weill Center and The Berkshire event space face a realistic concern about the need for parking if they were to host simultaneous sell-out events. It is important for each facility to have a plan for these events, and the Utility can assist. While there is some parking in the immediate area, the reality is that some people may have to walk a few blocks. People are more willing to walk a little extra for an event, than they would for everyday activity. Both venues should have parking plans for large events, including parking directions on their websites. The Weill Center mentions that parking is free at the street meters at night and on the weekends, but does not list off-street parking opportunities. Items that should be considered in the Event Parking Plan for both locations:

1. Maps of off-street parking locations (Utility lots or private lots)
2. The Sheboygan County Health and Human Services Lot would likely be empty most event times. Inquire with the County about using the lot for sell-out events or at least staff parking on event dates.
3. Lots 2, 3, and 4 are good Weill Center locations.
4. Lot 3 is likely used for staging and entertainers, but there may be an opportunity for reserved pre-paid parking. This could bring extra revenue to Weill and the Parking Utility.
5. The Berkshire could reserve Lot 14 from the Parking Utility and control access to the lot during events.
6. Lot 13 could serve as staff parking for events at The Berkshire.

Time Frame: Immediate

12. Accessible Parking Spaces May not Meet Design Guidelines

As noted the previously, the Accessible parking spaces in some of the municipal parking lots do not meet design guidelines for layout and signage. A complete review of dimensions and quantity should be conducted by public works department to determine the number of Accessible spaces required, proper layout and signage requirements. The ADA guidelines are attached in **Appendix C**.

Time Frame: Short-Term (12 Months)

13. Opportunities for Customer Service Added Value

1. Free Parking Days Twice a Year at the Meters
2. Escalating Fines on Parking Tickets (Sample Fees). The goal of escalating fines is to provide forgiveness for visitors to downtown, while guiding the habitual offenders into compliance with parking policy. Note: Electronic ticket writing would be required to store data regarding the license plate history of each car.
 - a. First ticket (on an annual basis) – Warning / No Fine (Does not include ADA)
 - b. 2nd Ticket - \$10
 - c. 3rd Ticket - \$10
 - d. 4th through 6th Ticket - \$20 each
 - e. 7th Ticket and after - \$50 each
3. Parking Amnesty once every two years. Amnesty would allow those with parking tickets to pay original fines to clear parking tickets off their record.
4. Five percent discount for annual payments of Parking Lot fees. (Reduces processing and bank fees.)
5. The Director of Parking and Transit and associated staff should participate in a professional parking association. Unfortunately, the Wisconsin Parking Association has ceased operation in the past few years. The International Parking Institute and National Parking Association provide parking management support, education and community.



APPENDIX A – VEHICLE OCCUPANCY COUNTS

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
1	A	44	6	5	12	10	11
	B	13	0	0	3	1	0
	C	11	1	4	3	5	2
	D	15	1	6	6	5	5
	E	28	1	1	1	1	1
	F	11	6	6	6	6	4
	Total Off-Street	122	15	22	31	28	23
	On-Street North	12	0	0	4	2	5
	On-Street South	6	3	7	5	6	7
	On-Street East	10	1	1	6	3	10
	On-Street West	12	0	0	1	1	1
	Total On-Street	40	4	8	16	12	23
	Total Block Parking	162	19	30	47	40	46
	Total Off-Street Parking Occupancy %		12.3%	18.0%	25.4%	23.0%	18.9%
Total On-Street Parking Occupancy %		10.0%	20.0%	40.0%	30.0%	57.5%	
Total Parking Occupancy %		11.7%	18.5%	29.0%	24.7%	28.4%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
2	A	45	6	6	6	3	41
	B	16	10	12	9	16	11
	Total Off-Street	61	16	18	15	19	52
	On-Street North	13	6	7	8	4	8
	On-Street South	13	3	4	6	3	13
	On-Street East	13	1	3	2	2	2
	On-Street West	12	2	3	8	8	8
	Total On-Street	51	12	17	24	17	31
	Total Block Parking	112	28	35	39	36	83
	Total Off-Street Parking Occupancy %		26.2%	29.5%	24.6%	31.1%	85.2%
	Total On-Street Parking Occupancy %		23.5%	33.3%	47.1%	33.3%	60.8%
Total Parking Occupancy %		25.0%	31.3%	34.8%	32.1%	74.1%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
3	A	25	7	5	5	6	7
	B	48	10	7	8	8	7
	C	20	2	7	6	7	9
	D	17	1	5	6	6	6
	Total Off-Street	110	20	24	25	27	29
	On-Street North	12	2	4	4	5	8
	On-Street South	12	0	3	2	3	3
	On-Street East	9	2	4	3	4	5
	On-Street West	12	0	0	0	3	5
	Total On-Street	45	4	11	9	15	21
	Total Block Parking	155	24	35	34	42	50
	Total Off-Street Parking Occupancy %		18.2%	21.8%	22.7%	24.5%	26.4%
	Total On-Street Parking Occupancy %		8.9%	24.4%	20.0%	33.3%	46.7%
Total Parking Occupancy %		15.5%	22.6%	21.9%	27.1%	32.3%	

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
4	A	40	14	26	18	7	10
	B	10	3	3	5	3	4
	C	10	2	3	3	1	2
	D	12	2	6	6	6	2
	E	10	0	1	1	0	1
	F	5	2	1	4	1	1
	Total Off-Street	87	23	40	37	18	20
	On-Street North	12	3	5	7	5	10
	On-Street South	12	7	7	9	5	4
	On-Street East	8	3	5	4	3	0
	On-Street West	16	3	4	12	5	9
	Total On-Street	48	16	21	32	18	23
	Total Block Parking	135	39	61	69	36	43
	Total Off-Street Parking Occupancy %		26.4%	46.0%	42.5%	20.7%	23.0%
	Total On-Street Parking Occupancy %		33.3%	43.8%	66.7%	37.5%	47.9%
Total Parking Occupancy %		28.9%	45.2%	51.1%	26.7%	31.9%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
5	0	0	0	0	0	0	0
	Total Off-Street	0	0	0	0	0	0
	On-Street North	11	0	0	5	1	2
	On-Street South	12	0	0	0	0	0
	On-Street East	10	0	1	1	2	0
	On-Street West	5	0	0	0	0	0
	Total On-Street	38	0	1	6	3	2
	Total Block Parking	38	0	1	6	3	2
	Total Off-Street Parking Occupancy %		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Total On-Street Parking Occupancy %		0.0%	2.6%	15.8%	7.9%	5.3%
Total Parking Occupancy %		0.0%	2.6%	15.8%	7.9%	5.3%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
6	A	179	106	107	83	106	106
	Total Off-Street	179	106	107	83	106	106
	On-Street North	7	4	7	4	4	4
	On-Street South	10	1	0	0	0	0
	On-Street East	10	0	0	0	0	0
	On-Street West	15	0	1	0	12	3
	Total On-Street	42	5	8	4	16	7
	Total Block Parking	221	111	115	87	122	113
	Total Off-Street Parking Occupancy %		59.2%	59.8%	46.4%	59.2%	59.2%
	Total On-Street Parking Occupancy %		11.9%	19.0%	9.5%	38.1%	16.7%
Total Parking Occupancy %		50.2%	52.0%	39.4%	55.2%	51.1%	

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
7	A	27	0	7	7	7	7
	B	10	4	4	5	6	5
	C	25	6	8	5	10	6
	D	25	2	2	2	2	2
	E	21	13	13	10	12	11
	F	24	7	6	9	7	7
	G	27	13	21	13	15	15
	Total Off-Street	159	45	61	51	59	53
	On-Street North	9	1	2	1	0	1
	On-Street South	10	0	6	4	5	2
	On-Street East	8	3	5	4	6	0
	On-Street West	9	0	0	0	0	0
	Total On-Street	36	4	13	9	11	3
	Total Block Parking	195	49	74	60	70	56
	Total Off-Street Parking Occupancy %		28.3%	38.4%	32.1%	37.1%	33.3%
	Total On-Street Parking Occupancy %		11.1%	36.1%	25.0%	30.6%	8.3%
	Total Parking Occupancy %		25.1%	37.9%	30.8%	35.9%	28.7%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
8	A	75	29	24	23	18	20
	B	24	9	12	11	9	12
	Total Off-Street	99	38	36	34	27	32
	On-Street North	6	4	1	3	1	3
	On-Street South	4	1	1	0	0	1
	On-Street East	14	0	0	0	0	0
	On-Street West	19	2	4	10	5	6
	Total On-Street	43	7	6	13	6	10
	Total Block Parking	142	45	42	47	33	42
	Total Off-Street Parking Occupancy %		38.4%	36.4%	34.3%	27.3%	32.3%
	Total On-Street Parking Occupancy %		16.3%	14.0%	30.2%	14.0%	23.3%
	Total Parking Occupancy %		31.7%	29.6%	33.1%	23.2%	29.6%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
9	A	50	4	6	4	5	5
	Total Off-Street	50	4	6	4	5	5
	On-Street North	15	0	3	2	5	2
	On-Street South	0	4	3	2	3	2
	On-Street East	9	1	6	3	1	4
	On-Street West	9	0	0	0	1	0
	Total On-Street	33	5	12	7	10	8
	Total Block Parking	83	9	18	11	15	13
	Total Off-Street Parking Occupancy %		8.0%	12.0%	8.0%	10.0%	10.0%
	Total On-Street Parking Occupancy %		15.2%	36.4%	21.2%	30.3%	24.2%
Total Parking Occupancy %		10.8%	21.7%	13.3%	18.1%	15.7%	

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
10	A	110	43	73	73	78	57
	Total Off-Street	110	43	73	73	78	57
	On-Street North	19	0	0	0	1	1
	On-Street South	14	3	4	3	3	2
	On-Street East	0	0	1	0	0	0
	On-Street West	28	5	8	18	10	9
	Total On-Street	61	8	13	21	14	12
	Total Block Parking	171	51	86	94	92	69
	Total Off-Street Parking Occupancy %		39.1%	66.4%	66.4%	70.9%	51.8%
	Total On-Street Parking Occupancy %		13.1%	21.3%	34.4%	23.0%	19.7%
	Total Parking Occupancy %		29.8%	50.3%	55.0%	53.8%	40.4%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
11	B	4	1	0	2	3	0
	Total Off-Street	96	2	37	28	36	44
	On-Street North	0	0	0	0	0	0
	On-Street South	6	6	6	3	3	4
	On-Street East	0	0	0	0	0	0
	On-Street West	9	2	4	4	4	2
	Total On-Street	15	8	10	7	7	6
	Total Block Parking	111	10	47	35	43	50
	Total Off-Street Parking Occupancy %		2.1%	38.5%	29.2%	37.5%	45.8%
	Total On-Street Parking Occupancy %		53.3%	66.7%	46.7%	46.7%	40.0%
	Total Parking Occupancy %		9.0%	42.3%	31.5%	38.7%	45.0%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
12	A	64	27	37	25	33	20
	B	66	13	44	43	45	29
	Total Off-Street	130	40	81	68	78	49
	On-Street North	15	2	2	4	2	3
	On-Street South	9	9	9	9	7	3
	On-Street East	6	3	4	4	3	4
	On-Street West	10	3	5	6	6	4
	Total On-Street	40	17	20	23	18	14
	Total Block Parking	170	57	101	91	96	63
	Total Off-Street Parking Occupancy %		30.8%	62.3%	52.3%	60.0%	37.7%
	Total On-Street Parking Occupancy %		42.5%	50.0%	57.5%	45.0%	35.0%
Total Parking Occupancy %		33.5%	59.4%	53.5%	56.5%	37.1%	

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
13	A	36	6	7	6	4	2
	B	39	22	25	38	23	23
	C	7	4	4	4	4	4
	D	10	3	3	4	3	2
	E	17	6	4	3	7	7
	F	5	1	3	0	1	2
	G	14	4	5	8	7	6
	Total Off-Street	128	46	51	63	49	46
	On-Street North	17	7	8	9	6	8
	On-Street South	4	1	6	4	4	4
	On-Street East	11	0	3	2	7	13
	On-Street West	4	3	3	2	1	1
	Total On-Street	36	11	20	17	18	26
	Total Block Parking	164	57	71	80	67	72
	Total Off-Street Parking Occupancy %		35.9%	39.8%	49.2%	38.3%	35.9%
	Total On-Street Parking Occupancy %		30.6%	55.6%	47.2%	50.0%	72.2%
	Total Parking Occupancy %		34.8%	43.3%	48.8%	40.9%	43.9%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
14	A	51	36	34	28	32	20
	B	10	0	5	2	4	7
	C	8	4	7	4	3	3
	D	21	9	8	6	6	9
	E	48	26	30	17	24	22
	F	20	5	8	7	6	6
	G	10	8	8	8	6	10
	Total Off-Street	168	88	100	72	81	77
	On-Street North	7	7	7	6	7	3
	On-Street South	12	0	0	5	0	2
	On-Street East	9	0	0	0	0	0
	On-Street West	10	0	5	5	2	5
	Total On-Street	38	7	12	16	9	10
	Total Block Parking	206	95	112	88	90	87
	Total Off-Street Parking Occupancy %		52.4%	59.5%	42.9%	48.2%	45.8%
	Total On-Street Parking Occupancy %		18.4%	31.6%	42.1%	23.7%	26.3%
	Total Parking Occupancy %		46.1%	54.4%	42.7%	43.7%	42.2%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
15	A	44	14	12	18	18	9
	B	41	13	14	12	14	11
	C	12	2	4	4	4	4
	Total Off-Street	97	29	30	34	36	24
	On-Street North	6	4	6	3	2	3
	On-Street South	8	3	5	3	4	3
	On-Street East	22	0	2	1	0	12
	On-Street West	3	0	0	0	0	0
	Total On-Street	39	7	13	7	6	18
	Total Block Parking	136	36	43	41	42	42
	Total Off-Street Parking Occupancy %		29.9%	30.9%	35.1%	37.1%	24.7%
	Total On-Street Parking Occupancy %		17.9%	33.3%	17.9%	15.4%	46.2%
	Total Parking Occupancy %		26.5%	31.6%	30.1%	30.9%	30.9%

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
16	A	80	24	31	36	24	18
	B	25	15	14	13	10	12
	C	28	15	17	17	19	15
	D	15	9	10	10	5	5
	Total Off-Street	148	63	72	76	58	50
	On-Street North	7	0	1	6	3	2
	On-Street South	0	0	0	0	0	0
	On-Street East	0	0	0	0	0	0
	On-Street West	9	7	3	7	9	2
	Total On-Street	16	7	4	13	12	4
	Total Block Parking	164	70	76	89	70	54
	Total Off-Street Parking Occupancy %		42.6%	48.6%	51.4%	39.2%	33.8%
	Total On-Street Parking Occupancy %		43.8%	25.0%	81.3%	75.0%	25.0%
Total Parking Occupancy %		42.7%	46.3%	54.3%	42.7%	32.9%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
17	A	134	29	38	57	41	47
	B	13	8	10	12	5	8
	C	15	8	8	7	8	9
	Total Off-Street	162	45	56	76	54	64
	On-Street North	14	0	8	6	8	4
	On-Street South	0	0	0	0	0	0
	On-Street East	9	5	7	9	7	2
	On-Street West	0	0	0	0	0	0
	Total On-Street	23	5	15	15	15	6
	Total Block Parking	185	50	71	91	69	70
	Total Off-Street Parking Occupancy %		27.8%	34.6%	46.9%	33.3%	39.5%
	Total On-Street Parking Occupancy %		21.7%	65.2%	65.2%	65.2%	26.1%
	Total Parking Occupancy %		27.0%	38.4%	49.2%	37.3%	37.8%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
18	A	150	71	66	71	65	27
	B	22	4	5	6	4	3
	Total Off-Street	172	75	71	77	69	30
	On-Street North	0	0	0	0	0	0
	On-Street South	0	0	0	0	0	0
	On-Street East	11	5	4	1	3	0
	On-Street West	0	0	0	0	0	0
	Total On-Street	11	5	4	1	3	0
	Total Block Parking	183	80	75	78	72	30
	Total Off-Street Parking Occupancy %		43.6%	41.3%	44.8%	40.1%	17.4%
	Total On-Street Parking Occupancy %		45.5%	36.4%	9.1%	27.3%	0.0%
	Total Parking Occupancy %		43.7%	41.0%	42.6%	39.3%	16.4%

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
19	A	56	39	24	33	31	32
	B	34	20	28	20	21	21
	C	14	8	8	4	10	8
	D	13	7	6	7	10	6
	E	7	4	3	4	3	2
	S2	4	2	3	2	2	1
	S3	8	3	5	2	4	1
	Total Off-Street	136	83	77	72	81	71
	On-Street North	0	0	0	0	0	0
	On-Street South	10	6	6	5	3	1
	On-Street East	0					
	On-Street West	4					
	Total On-Street	14	6	6	5	3	1
	Total Block Parking	150	89	83	77	84	72
Total Off-Street Parking Occupancy %			61.0%	56.6%	52.9%	59.6%	52.2%
Total On-Street Parking Occupancy %			42.9%	42.9%	35.7%	21.4%	7.1%
Total Parking Occupancy %			59.3%	55.3%	51.3%	56.0%	48.0%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm	
20								
	B	37	0	3	8	6	2	
	Total Off-Street	131	11	24	57	34	30	
	On-Street North+West	20	3	3	2	2	3	
	On-Street South	0	0	0	0	0	0	
	On-Street East	0	0	0	0	0	0	
	Total On-Street	20	3	3	2	2	3	
	Total Block Parking	151	14	27	59	36	33	
	Total Off-Street Parking Occupancy %			8.4%	18.3%	43.5%	26.0%	22.9%
	Total On-Street Parking Occupancy %			15.0%	15.0%	10.0%	10.0%	15.0%
Total Parking Occupancy %			9.3%	17.9%	39.1%	23.8%	21.9%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm	
21								
	B	41	1	2	7	0	0	
	C	37	3	4	16	4	1	
	D	34	30	32	27	22	10	
	Total Off-Street	149	42	46	60	33	16	
	On-Street North	10	5	6	4	4	2	
	On-Street South	12	0	4	8	0	0	
	On-Street East	0	0	0	0	0	0	
	On-Street West	12	7	6	4	7	4	
	Total On-Street	34	12	16	16	11	6	
	Total Block Parking	183	54	62	76	44	22	
	Total Off-Street Parking Occupancy %			28.2%	30.9%	40.3%	22.1%	10.7%
	Total On-Street Parking Occupancy %			35.3%	47.1%	47.1%	32.4%	17.6%
Total Parking Occupancy %			29.5%	33.9%	41.5%	24.0%	12.0%	

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
22	A	140	43	46	49	50	55
	B	26	5	7	12	12	10
	C	80	1	3	2	2	1
	D	32	21	25	20	21	16
	Total Off-Street	278	70	81	83	85	82
	On-Street North	0	0	0	0	0	0
	On-Street South	0	0	0	0	0	0
	On-Street East	13	5	4	2	3	1
	On-Street West	9	0	0	0	0	0
	Total On-Street	22	5	4	2	3	1
	Total Block Parking	300	75	85	85	88	83
	Total Off-Street Parking Occupancy %		25.2%	29.1%	29.9%	30.6%	29.5%
	Total On-Street Parking Occupancy %		22.7%	18.2%	9.1%	13.6%	4.5%
	Total Parking Occupancy %		25.0%	28.3%	28.3%	29.3%	27.7%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
23	A	39	10	9	11	17	8
	s1	10	5	8	13	5	4
	s2	8	3	2	2	3	3
	Total Off-Street	39	10	9	11	17	8
	Total On-Street	18	8	10	15	8	7
	Total Block Parking	57	18	19	26	25	15
	Total Off-Street Parking Occupancy %		25.6%	23.1%	28.2%	43.6%	20.5%
	Total On-Street Parking Occupancy %		44.4%	55.6%	83.3%	44.4%	38.9%
Total Parking Occupancy %		31.6%	33.3%	45.6%	43.9%	26.3%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
24	A	57	10	14	34	18	40
	B	93	70	83	78	71	66
	C	28	7	4	5	4	6
	D	11	6	6	9	9	7
	Total Off-Street	189	93	107	126	102	119
	On-Street North	0	0	0	0	0	0
	On-Street South	0	0	0	0	0	0
	On-Street East	0	0	0	0	0	0
	On-Street West	27	11	17	14	14	15
	Total On-Street	27	11	17	14	14	15
	Total Block Parking	216	104	124	140	116	134
	Total Off-Street Parking Occupancy %		49.2%	56.6%	66.7%	54.0%	63.0%
	Total On-Street Parking Occupancy %		40.7%	63.0%	51.9%	51.9%	55.6%
	Total Parking Occupancy %		48.1%	57.4%	64.8%	53.7%	62.0%

Downtown Sheboygan Parking Counts - Daytime
June 22, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
S. Pier	A	34	12	14	13	11	23
	B + C	153	1	2	3	2	10
	D	93	4	5	5	6	8
	Total Off-Street	187	13	16	16	13	33
	s1	151	21	34	39	36	45
	s2	22	6	4	1	2	3
	s3	24	7	4	5	2	3
	s4	28	1	1	1	2	2
	Total On-Street	225	35	43	46	42	53
	Total Block Parking	412	48	59	62	55	86
	Total Off-Street Parking Occupancy %		7.0%	8.6%	8.6%	7.0%	17.6%
	Total On-Street Parking Occupancy %		15.6%	19.1%	20.4%	18.7%	23.6%
	Total Parking Occupancy %		11.7%	14.3%	15.0%	13.3%	20.9%

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
1	A	44	9	16	15	7
	B	13	3	7	5	3
	C	11	1	0	0	6
	D	15	3	9	6	1
	E	28	2	6	2	1
	F	11	4	2	2	0
	Total Off-Street	122	22	40	30	18
	On-Street North	12	7	11	6	4
	On-Street South	6	5	8	5	2
	On-Street East	10	5	9	6	3
	On-Street West	12	3	2	1	0
	Total On-Street	40	20	30	18	9
	Total Block Parking	162	42	70	48	27
	Total Off-Street Parking Occupancy %		18.0%	32.8%	24.6%	14.8%
Total On-Street Parking Occupancy %		50.0%	75.0%	45.0%	22.5%	
Total Parking Occupancy %		25.9%	43.2%	29.6%	16.7%	

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
2	A	45	3	1	1	1
	B	16	10	3	3	2
	Total Off-Street	61	13	4	4	3
	On-Street North	13	11	10	11	8
	On-Street South	13	4	1	6	1
	On-Street East	13	2	2	4	3
	On-Street West	12	6	9	11	6
	Total On-Street	51	23	22	32	18
	Total Block Parking	112	36	26	36	21
	Total Off-Street Parking Occupancy %		21.3%	6.6%	6.6%	4.9%
	Total On-Street Parking Occupancy %		45.1%	43.1%	62.7%	35.3%
Total Parking Occupancy %		32.1%	23.2%	32.1%	18.8%	

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
3	A	25	7	7	9	9
	B	48	2	2	2	1
	C	20	8	6	6	7
	D	17	9	12	10	12
	Total Off-Street	110	26	27	27	29
	On-Street North	12	3	3	7	5
	On-Street South	12	0	0	0	3
	On-Street East	9	0	5	7	4
	On-Street West	12	0	0	0	0
	Total On-Street	45	3	8	14	12
	Total Block Parking	155	29	35	41	41
	Total Off-Street Parking Occupancy %		23.6%	24.5%	24.5%	26.4%
	Total On-Street Parking Occupancy %		6.7%	17.8%	31.1%	26.7%
Total Parking Occupancy %		18.7%	22.6%	26.5%	26.5%	

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
4	A	40	11	3	3	3
	B	10	4	6	2	2
	C	10	1	1	1	2
	D	12	1	1	1	2
	E	10	1	0	0	0
	F	5	1	0	1	1
	Total Off-Street	87	19	11	8	10
	On-Street North	12	5	6	6	5
	On-Street South	12	3	1	1	1
	On-Street East	8	4	1	1	0
	On-Street West	16	8	12	14	12
	Total On-Street	48	20	20	22	18
	Total Block Parking	135	39	31	30	28
	Total Off-Street Parking Occupancy %		21.8%	12.6%	9.2%	11.5%
Total On-Street Parking Occupancy %		41.7%	41.7%	45.8%	37.5%	
Total Parking Occupancy %		28.9%	23.0%	22.2%	20.7%	

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
5	0	0	0	0	0	0
	Total Off-Street	0	0	0	0	0
	On-Street North	11	2	1	0	0
	On-Street South	12	0	1	0	0
	On-Street East	10	2	2	2	1
	On-Street West	5	0	0	0	0
	Total On-Street	38	4	4	2	1
	Total Block Parking	38	4	4	2	1
	Total Off-Street Parking Occupancy %		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Total On-Street Parking Occupancy %		10.5%	10.5%	5.3%	2.6%
Total Parking Occupancy %		10.5%	10.5%	5.3%	2.6%	

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
6	A	179	82	14	7	14
	Total Off-Street	179	82	14	7	14
	On-Street North	7	4	2	1	1
	On-Street South	10	0	2	2	0
	On-Street East	10	0	0	0	0
	On-Street West	15	3	3	1	1
	Total On-Street	42	7	7	4	2
	Total Block Parking	221	89	21	11	16
	Total Off-Street Parking Occupancy %		45.8%	7.8%	3.9%	7.8%
	Total On-Street Parking Occupancy %		16.7%	16.7%	9.5%	4.8%
Total Parking Occupancy %		40.3%	9.5%	5.0%	7.2%	

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
7						
	B	10	1	0	0	0
	C	25	3	0	0	0
	D	25	2	2	2	2
	E	21	5	0	0	0
	F	24	4	4	6	12
	G	27	14	15	25	26
	Total Off-Street	159	34	25	35	40
	On-Street North	9	1	0	0	0
	On-Street South	10	2	0	0	0
	On-Street East	8	3	5	6	0
	On-Street West	9	0	0	0	0
	Total On-Street	36	6	5	6	0
	Total Block Parking	195	40	30	41	40
	Total Off-Street Parking Occupancy %			21.4%	15.7%	22.0%
Total On-Street Parking Occupancy %			16.7%	13.9%	16.7%	0.0%
Total Parking Occupancy %			20.5%	15.4%	21.0%	20.5%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm	
8	A	75	26	30	45	52	
	B	24	13	7	7	1	
	Total Off-Street	99	39	37	52	53	
	On-Street North	6	4	1	4	2	
	On-Street South	4	0	1	2	2	
	On-Street East	14	0	0	0	0	
	On-Street West	19	5	15	17	4	
	Total On-Street	43	9	17	23	8	
	Total Block Parking	142	48	54	75	61	
	Total Off-Street Parking Occupancy %			39.4%	37.4%	52.5%	53.5%
	Total On-Street Parking Occupancy %			20.9%	39.5%	53.5%	18.6%
	Total Parking Occupancy %			33.8%	38.0%	52.8%	43.0%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm	
9							
	Total Off-Street	50	3	1	1	1	
	On-Street North	15	2	0	0	0	
	On-Street South	0	0	0	0	0	
	On-Street East	9	3	3	3	0	
	On-Street West	9	0	0	0	0	
	Total On-Street	33	5	3	3	0	
	Total Block Parking	83	8	4	4	1	
	Total Off-Street Parking Occupancy %			6.0%	2.0%	2.0%	2.0%
	Total On-Street Parking Occupancy %			15.2%	9.1%	9.1%	0.0%
Total Parking Occupancy %			9.6%	4.8%	4.8%	1.2%	

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
10						
	Total Off-Street	110	44	16	9	10
	On-Street North	19	1	2	6	4
	On-Street South	14	2	1	0	0
	On-Street East	0	0	0	0	0
	On-Street West	28	10	6	11	1
	Total On-Street	61	13	9	17	5
	Total Block Parking	171	57	25	26	15
	Total Off-Street Parking Occupancy %		40.0%	14.5%	8.2%	9.1%
	Total On-Street Parking Occupancy %		21.3%	14.8%	27.9%	8.2%
	Total Parking Occupancy %		33.3%	14.6%	15.2%	8.8%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
11						
	B	4	1	0	0	0
	Total Off-Street	96	26	3	2	1
	On-Street North	0	0	0	0	0
	On-Street South	6	2	0	0	0
	On-Street East	0	0	0	0	0
	On-Street West	9	0	0	0	0
	Total On-Street	15	2	0	0	0
	Total Block Parking	111	28	3	2	1
	Total Off-Street Parking Occupancy %		27.1%	3.1%	2.1%	1.0%
	Total On-Street Parking Occupancy %		13.3%	0.0%	0.0%	0.0%
	Total Parking Occupancy %		25.2%	2.7%	1.8%	0.9%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
12						
	A	64	18	4	2	4
	B	66	29	11	6	2
	Total Off-Street	130	47	15	8	6
	On-Street North	15	2	0	0	0
	On-Street South	9	4	0	0	0
	On-Street East	6	0	0	0	0
	On-Street West	10	3	1	1	0
	Total On-Street	40	9	1	1	0
	Total Block Parking	170	56	16	9	6
	Total Off-Street Parking Occupancy %		36.2%	11.5%	6.2%	4.6%
	Total On-Street Parking Occupancy %		22.5%	2.5%	2.5%	0.0%
	Total Parking Occupancy %		32.9%	9.4%	5.3%	3.5%

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
13	A	36	9	4	2	2
	B	39	12	2	0	0
	C	7	3	3	3	3
	D	10	1	0	0	0
	E	17	5	1	0	0
	F	5	0	0	0	0
	G	14	5	1	3	3
	Total Off-Street	128	35	11	8	8
	On-Street North	17	6	0	0	0
	On-Street South	4	2	0	0	0
	On-Street East	11	3	3	1	0
	On-Street West	4	0	0	0	0
	Total On-Street	36	11	3	1	0
	Total Block Parking	164	46	14	9	8
	Total Off-Street Parking Occupancy %		27.3%	8.6%	6.3%	6.3%
	Total On-Street Parking Occupancy %		30.6%	8.3%	2.8%	0.0%
	Total Parking Occupancy %		28.0%	8.5%	5.5%	4.9%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
14	A	51	19	17	25	28
	B	10	2	5	4	4
	C	8	1	1	1	1
	D	1	1	1	1	1
	E	48	9	1	2	2
	F	20	7	14	11	10
	G	10	6	0	0	1
	Total Off-Street	168	50	49	53	54
	On-Street North	7	0	0	2	0
	On-Street South	12	1	1	6	3
	On-Street East	9	0	0	0	0
	On-Street West	10	5	8	5	5
	Total On-Street	38	6	9	13	8
	Total Block Parking	206	56	58	66	62
	Total Off-Street Parking Occupancy %		29.8%	29.2%	31.5%	32.1%
	Total On-Street Parking Occupancy %		15.8%	23.7%	34.2%	21.1%
	Total Parking Occupancy %		27.2%	28.2%	32.0%	30.1%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
15	A	44	11	17	10	12
	B	41	10	3	0	1
	C	12	4	7	2	0
	Total Off-Street	97	25	27	12	13
	On-Street North	6	1	1	0	0
	On-Street South	8	3	2	4	6
	On-Street East	22	6	14	9	10
	On-Street West	3	0	0	0	0
	Total On-Street	39	10	17	13	16
	Total Block Parking	136	35	44	25	29
	Total Off-Street Parking Occupancy %		25.8%	27.8%	12.4%	13.4%
	Total On-Street Parking Occupancy %		25.6%	43.6%	33.3%	41.0%
	Total Parking Occupancy %		25.7%	32.4%	18.4%	21.3%

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
16	A	80	14	11	12	8
	B	25	13	12	14	17
	C	28	3	13	17	6
	D	15	7	0	0	0
	Total Off-Street	148	32	36	43	31
	On-Street North	7	1	4	5	4
	On-Street South	0	0	0	0	0
	On-Street East	0	0	0	0	0
	On-Street West	9	1	9	9	7
	Total On-Street	16	2	13	14	11
	Total Block Parking	164	34	49	57	42
	Total Off-Street Parking Occupancy %		21.6%	24.3%	29.1%	20.9%
	Total On-Street Parking Occupancy %		12.5%	81.3%	87.5%	68.8%
	Total Parking Occupancy %		20.7%	29.9%	34.8%	25.6%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
17	A	134	25	33	46	27
	B	13	6	4	1	1
	C	15	3	0	1	1
	Total Off-Street	162	34	37	48	29
	On-Street North	14	3	4	5	3
	On-Street South	0	0	0	0	0
	On-Street East	9	0	9	10	8
	On-Street West	0	0	0	0	0
	Total On-Street	23	3	13	15	11
	Total Block Parking	185	37	50	63	40
	Total Off-Street Parking Occupancy %		21.0%	22.8%	29.6%	17.9%
	Total On-Street Parking Occupancy %		13.0%	56.5%	65.2%	47.8%
	Total Parking Occupancy %		20.0%	27.0%	34.1%	21.6%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
18	A	150	13	4	4	5
	B	22	4	0	0	0
	Total Off-Street	172	17	4	4	5
	On-Street North	0	0	0	0	0
	On-Street South	0	0	0	0	0
	On-Street East	11	0	0	0	0
	On-Street West	0	0	0	0	0
	Total On-Street	11	0	0	0	0
	Total Block Parking	183	17	4	4	5
	Total Off-Street Parking Occupancy %		9.9%	2.3%	2.3%	2.9%
	Total On-Street Parking Occupancy %		0.0%	0.0%	0.0%	0.0%
	Total Parking Occupancy %		9.3%	2.2%	2.2%	2.7%

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
19	A	56	27	36	18	57
	B	34	2	3	2	2
	C	14	0	0	0	0
	D	13	3	5	3	3
	E	7	0	0	0	0
	s2	4	1	1	1	1
	S3	8	1	2	1	0
	Total Off-Street	136	34	47	25	63
	On-Street North	0	0	0	0	0
	On-Street South	10	1	0	2	2
	On-Street East	0	0	0	0	0
	On-Street West	4	4	3	2	2
	Total On-Street	14	5	3	4	4
	Total Block Parking	150	39	50	29	67
Total Off-Street Parking Occupancy %			25.0%	34.6%	18.4%	46.3%
Total On-Street Parking Occupancy %			35.7%	21.4%	28.6%	28.6%
Total Parking Occupancy %			26.0%	33.3%	19.3%	44.7%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm	
20	B	37	17	33	16	9	
	Total Off-Street	131	47	95	40	15	
	On-Street North+West	20	3	7	6	3	
	On-Street South	0	0	0	0	0	
	On-Street East	0	0	0	0	0	
	Total On-Street	20	3	7	6	3	
	Total Block Parking	151	50	102	46	18	
	Total Off-Street Parking Occupancy %			35.9%	72.5%	30.5%	11.5%
	Total On-Street Parking Occupancy %			15.0%	35.0%	30.0%	15.0%
	Total Parking Occupancy %			33.1%	67.5%	30.5%	11.9%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm	
21	B	41	0	0	0	0	
	C	37	1	0	0	0	
	D	34	1	1	2	2	
	Total Off-Street	149	2	1	2	2	
	On-Street North	10	0	0	1	1	
	On-Street South	12	0	1	0	0	
	On-Street East	0	0	0	0	0	
	On-Street West	12	2	1	1	2	
	Total On-Street	34	2	2	2	3	
	Total Block Parking	183	4	3	4	5	
	Total Off-Street Parking Occupancy %			1.3%	0.7%	1.3%	1.3%
	Total On-Street Parking Occupancy %			5.9%	5.9%	5.9%	8.8%
	Total Parking Occupancy %			2.2%	1.6%	2.2%	2.7%

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
22	B	26	9	11	11	0
	C	80	1	1	1	1
	D	32	13	13	12	12
	Total Off-Street	278	35	40	34	19
	On-Street North	0	0	0	0	0
	On-Street South	0	0	0	0	0
	On-Street East	13	0	5	3	0
	On-Street West	9	8	0	0	2
	Total On-Street	22	8	5	3	2
	Total Block Parking	300	43	45	37	21
	Total Off-Street Parking Occupancy %		12.6%	14.4%	12.2%	6.8%
	Total On-Street Parking Occupancy %		36.4%	22.7%	13.6%	9.1%
	Total Parking Occupancy %		14.3%	15.0%	12.3%	7.0%

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
23	A	39	3	3	3	3
	s1	10	6	5	6	5
	s2	8	5	5	7	6
	Total Off-Street	39	3	3	3	3
	Total On-Street	18	11	10	13	11
	Total Block Parking	57	14	13	16	14
	Total Off-Street Parking Occupancy %		7.7%	7.7%	7.7%	7.7%
	Total On-Street Parking Occupancy %		61.1%	55.6%	72.2%	61.1%
Total Parking Occupancy %		24.6%	22.8%	28.1%	24.6%	

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm
24	A	57	38	50	38	10
	B	93	66	38	40	11
	C	28	3	10	7	15
	D	11	3	2	1	0
	Total Off-Street	189	110	100	86	36
	On-Street North	0	0	0	0	0
	On-Street South	0	0	0	0	0
	On-Street East	0	0	0	0	0
	On-Street West	27	17	15	5	2
	Total On-Street	27	17	15	5	2
	Total Block Parking	216	127	115	91	38
	Total Off-Street Parking Occupancy %		58.2%	52.9%	45.5%	19.0%
	Total On-Street Parking Occupancy %		63.0%	55.6%	18.5%	7.4%
Total Parking Occupancy %		58.8%	53.2%	42.1%	17.6%	

Downtown Sheboygan Parking Counts
June 23, 2017

Block #	Parking Lot	Parking Inventory	4 pm	6 pm	8 pm	10 pm	
5. Pier	A	34	15	26	17	3	
	B + C	153	16	21	18	2	
	D	93	13	16	16	5	
	Total Off-Street	187	31	47	35	5	
	s1	151	65	91	58	27	
	s2	22	3	2	2	3	
	s3	24	4	3	4	8	
	s4	28	0	0	0	0	
	Total On-Street	225	72	96	64	38	
	Total Block Parking	412	103	143	99	43	
	Total Off-Street Parking Occupancy %			16.6%	25.1%	18.7%	2.7%
	Total On-Street Parking Occupancy %			32.0%	42.7%	28.4%	16.9%
	Total Parking Occupancy %			25.0%	34.7%	24.0%	10.4%

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
1	A	44	5	7	9	9	10
	B	13	0	1	2	3	4
	C	11	4	4	5	5	6
	D	15	2	3	4	4	4
	E	28	1	2	3	2	2
	F	11	8	8	11	11	9
	Total Off-Street	122	20	25	34	34	35
	On-Street North	12	0	4	5	5	4
	On-Street South	6	4	5	6	10	2
	On-Street East	10	1	2	2	6	4
	On-Street West	12	1	1	2	0	0
	Total On-Street	40	6	12	15	21	10
	Total Block Parking	162	26	37	49	55	45
	Total Off-Street Parking Occupancy %		16.4%	20.5%	27.9%	27.9%	28.7%
	Total On-Street Parking Occupancy %		15.0%	30.0%	37.5%	52.5%	25.0%
Total Parking Occupancy %		16.0%	22.8%	30.2%	34.0%	27.8%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
2	A	45	6	8	9	7	2
	B	16	10	13	14	12	8
	Total Off-Street	61	16	21	23	19	10
	On-Street North	13	2	3	3	3	5
	On-Street South	13	2	4	5	10	7
	On-Street East	13	1	2	2	2	1
	On-Street West	12	0	8	10	7	11
	Total On-Street	51	5	17	20	22	24
	Total Block Parking	112	21	38	43	41	34
	Total Off-Street Parking Occupancy %		26.2%	34.4%	37.7%	31.1%	16.4%
	Total On-Street Parking Occupancy %		9.8%	33.3%	39.2%	43.1%	47.1%
	Total Parking Occupancy %		18.8%	33.9%	38.4%	36.6%	30.4%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
3	A	25	7	6	5	4	5
	B	48	19	16	13	10	5
	C	20	4	6	8	7	8
	D	17	0	2	3	4	7
	Total Off-Street	110	30	30	29	25	25
	On-Street North	12	6	8	10	8	10
	On-Street South	12	1	7	9	7	3
	On-Street East	9	1	2	3	4	3
	On-Street West	12	1	2	2	0	0
	Total On-Street	45	9	19	24	19	16
	Total Block Parking	155	39	49	53	44	41
	Total Off-Street Parking Occupancy %		27.3%	27.3%	26.4%	22.7%	22.7%
	Total On-Street Parking Occupancy %		20.0%	42.2%	53.3%	42.2%	35.6%
	Total Parking Occupancy %		25.2%	31.6%	34.2%	28.4%	26.5%

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
4	A	40	24	23	22	15	17
	B	10	2	2	2	2	1
	C	10	2	2	2	1	2
	D	12	3	3	3	2	1
	E	10	2	2	1	1	0
	F	5	3	3	4	1	1
	Total Off-Street	87	36	35	34	22	22
	On-Street North	12	2	3	4	8	3
	On-Street South	12	8	7	6	6	5
	On-Street East	8	2	3	3	5	2
	On-Street West	16	1	8	10	8	5
	Total On-Street	48	13	21	23	27	15
	Total Block Parking	135	49	56	57	49	37
	Total Off-Street Parking Occupancy %		41.4%	40.2%	39.1%	25.3%	25.3%
Total On-Street Parking Occupancy %		27.1%	43.8%	47.9%	56.3%	31.3%	
Total Parking Occupancy %		36.3%	41.5%	42.2%	36.3%	27.4%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
5	0	0	0	0	0	0	0
	Total Off-Street	0	0	0	0	0	0
	On-Street North	11	9	10	10	11	0
	On-Street South	12	1	5	6	4	0
	On-Street East	10	3	7	10	6	0
	On-Street West	5	1	2	3	0	0
	Total On-Street	38	14	24	29	21	0
	Total Block Parking	38	14	24	29	21	0
	Total Off-Street Parking Occupancy %		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Total On-Street Parking Occupancy %		36.8%	63.2%	76.3%	55.3%	0.0%
Total Parking Occupancy %		36.8%	63.2%	76.3%	55.3%	0.0%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
6	A	179	125	123	121	133	98
	Total Off-Street	179	125	123	121	133	98
	On-Street North	7	3	4	5	11	7
	On-Street South	10	0	2	4	4	0
	On-Street East	10	0	0	0	6	0
	On-Street West	15	1	0	0	0	2
	Total On-Street	42	4	6	9	21	9
	Total Block Parking	221	129	129	130	154	107
	Total Off-Street Parking Occupancy %		69.8%	68.7%	67.6%	74.3%	54.7%
	Total On-Street Parking Occupancy %		9.5%	14.3%	21.4%	50.0%	21.4%
	Total Parking Occupancy %		58.4%	58.4%	58.8%	69.7%	48.4%

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
7	B	10	3	5	6	6	6
	C	25	6	7	6	9	0
	D	25	1	1	2	2	0
	E	21	10	14	16	16	0
	F	24	6	8	7	4	5
	G	27	8	16	6	6	8
	Total Off-Street	159	37	56	51	52	26
	On-Street North	9	0	3	5	4	0
	On-Street South	10	0	4	5	4	3
	On-Street East	8	4	5	6	4	2
	On-Street West	9	0	0	0	0	0
	Total On-Street	36	4	12	16	12	5
	Total Block Parking	195	41	68	67	64	31
	Total Off-Street Parking Occupancy %		23.3%	35.2%	32.1%	32.7%	16.4%
	Total On-Street Parking Occupancy %		11.1%	33.3%	44.4%	33.3%	13.9%
	Total Parking Occupancy %		21.0%	34.9%	34.4%	32.8%	15.9%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
8	A	75	21	39	26	26	40
	B	24	16	17	14	11	8
	Total Off-Street	99	37	56	40	37	48
	On-Street North	6	4	5	5	4	3
	On-Street South	4	1	1	0	0	1
	On-Street East	14	3	2	0	0	0
	On-Street West	19	0	4	19	5	3
	Total On-Street	43	8	12	24	9	7
	Total Block Parking	142	45	68	64	46	55
	Total Off-Street Parking Occupancy %		37.4%	56.6%	40.4%	37.4%	48.5%
	Total On-Street Parking Occupancy %		18.6%	27.9%	55.8%	20.9%	16.3%
	Total Parking Occupancy %		31.7%	47.9%	45.1%	32.4%	38.7%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
9	Total Off-Street	50	3	4	8	5	6
	On-Street North	15	0	3	5	2	1
	On-Street South	0	1	8	10	1	0
	On-Street East	9	0	4	5	4	1
	On-Street West	9	0	3	4	0	0
	Total On-Street	33	1	18	24	7	2
	Total Block Parking	83	4	22	32	12	8
	Total Off-Street Parking Occupancy %		6.0%	8.0%	16.0%	10.0%	12.0%
	Total On-Street Parking Occupancy %		3.0%	54.5%	72.7%	21.2%	6.1%
	Total Parking Occupancy %		4.8%	26.5%	38.6%	14.5%	9.6%

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
10	Total Off-Street	110	72	72	75	65	46
	On-Street North	19	0	3	4	1	0
	On-Street South	14	4	3	3	4	4
	On-Street East	0	0	0	0	0	0
	On-Street West	28	5	27	27	15	9
	Total On-Street	61	9	33	34	20	13
	Total Block Parking	171	81	105	109	85	59
	Total Off-Street Parking Occupancy %		65.5%	65.5%	68.2%	59.1%	41.8%
	Total On-Street Parking Occupancy %		14.8%	54.1%	55.7%	32.8%	21.3%
	Total Parking Occupancy %		47.4%	61.4%	63.7%	49.7%	34.5%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
11	Total Off-Street	96	54	56	65	38	18
	A	92	53	55	64	37	16
	B	4	1	1	1	1	2
	On-Street North	0	0	0	0	0	0
	On-Street South	6	6	5	4	5	2
	On-Street East	0	0	0	0	0	0
	On-Street West	9	2	3	3	5	9
	Total On-Street	15	8	8	7	10	11
	Total Block Parking	111	62	64	72	48	29
	Total Off-Street Parking Occupancy %		56.3%	58.3%	67.7%	39.6%	18.8%
Total On-Street Parking Occupancy %		53.3%	53.3%	46.7%	66.7%	73.3%	
Total Parking Occupancy %		55.9%	57.7%	64.9%	43.2%	26.1%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
12	Total Off-Street	130	65	81	37	81	36
	A	64	27	34	37	36	18
	B	66	38	47		45	18
	On-Street North	15	0	1	2	4	2
	On-Street South	9	6	6	7	6	2
	On-Street East	6	4	5	5	5	1
	On-Street West	10	2	3	4	6	2
	Total On-Street	40	12	15	18	21	7
	Total Block Parking	170	77	96	55	102	43
	Total Off-Street Parking Occupancy %		50.0%	62.3%	28.5%	62.3%	27.7%
Total On-Street Parking Occupancy %		30.0%	37.5%	45.0%	52.5%	17.5%	
Total Parking Occupancy %		45.3%	56.5%	32.4%	60.0%	25.3%	

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
13	A	36	4	5	6	3	3
	B	39	21	28	24	20	17
	C	7	4	5	4	4	4
	D	10	3	4	3	2	3
	E	17	8	10	7	8	6
	F	5	1	1	1	2	1
	G	14	5	6	9	6	5
	Total Off-Street	128	46	59	54	45	39
	On-Street North	17	6	8	11	14	12
	On-Street South	4	2	2	2	3	1
	On-Street East	11	0	3	4	4	1
	On-Street West	4	0	0	0	0	0
	Total On-Street	36	8	13	17	21	14
	Total Block Parking	164	54	72	71	66	53
	Total Off-Street Parking Occupancy %		35.9%	46.1%	42.2%	35.2%	30.5%
	Total On-Street Parking Occupancy %		22.2%	36.1%	47.2%	58.3%	38.9%
	Total Parking Occupancy %		32.9%	43.9%	43.3%	40.2%	32.3%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
14	A	51	35	43	43	41	31
	B	10	2	3	3	3	5
	C	8	3	4	3	3	4
	D	4	2	1	2	2	1
	E	48	27	32	28	29	23
	F	20	8	8	6	6	10
	G	10	5	6	7	10	7
	Total Off-Street	168	88	106	97	97	90
	On-Street North	7	3	4	5	5	3
	On-Street South	12	0	4	7	2	6
	On-Street East	9	0	1	1	1	3
	On-Street West	10	2	3	6	4	6
	Total On-Street	38	5	12	19	12	18
	Total Block Parking	206	93	118	116	109	108
	Total Off-Street Parking Occupancy %		52.4%	63.1%	57.7%	57.7%	53.6%
	Total On-Street Parking Occupancy %		13.2%	31.6%	50.0%	31.6%	47.4%
	Total Parking Occupancy %		45.1%	57.3%	56.3%	52.9%	52.4%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
15	A	44	7	11	17	12	16
	B	41	13	18	19	13	8
	C	12	2	4	5	5	5
	Total Off-Street	97	22	33	41	30	29
	On-Street North	6	5	4	4	4	1
	On-Street South	8	2	2	2	7	7
	On-Street East	22	3	7	13	13	9
	On-Street West	3	1	2	2	2	2
	Total On-Street	39	11	15	21	26	19
	Total Block Parking	136	33	48	62	56	48
	Total Off-Street Parking Occupancy %		22.7%	34.0%	42.3%	30.9%	29.9%
	Total On-Street Parking Occupancy %		28.2%	38.5%	53.8%	66.7%	48.7%
	Total Parking Occupancy %		24.3%	35.3%	45.6%	41.2%	35.3%

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
16	A	80	21	30	27	23	9
	B	25	7	10	10	5	6
	C	28	7	10	16	13	12
	D	15	6	10	10	6	0
	Total Off-Street	148	41	60	63	47	27
	On-Street North	7	1	3	5	2	2
	On-Street South	0	0	0	0	0	0
	On-Street East	0	0	0	0	0	0
	On-Street West	9	4	3	7	5	3
	Total On-Street	16	5	6	12	7	5
	Total Block Parking	164	46	66	75	54	32
	Total Off-Street Parking Occupancy %		27.7%	40.5%	42.6%	31.8%	18.2%
	Total On-Street Parking Occupancy %		31.3%	37.5%	75.0%	43.8%	31.3%
	Total Parking Occupancy %		28.0%	40.2%	45.7%	32.9%	19.5%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
17							
	B	13	4	8	10	5	5
	C	15	7	10	11	8	4
	Total Off-Street	162	37	53	62	48	44
	On-Street North	14	0	2	3	9	10
	On-Street South	0	0	0	0	0	0
	On-Street East	9	7	7	7	5	5
	On-Street West	0	0	0	0	0	0
	Total On-Street	23	7	9	10	14	15
	Total Block Parking	185	44	62	72	62	59
	Total Off-Street Parking Occupancy %		22.8%	32.7%	38.3%	29.6%	27.2%
Total On-Street Parking Occupancy %		30.4%	39.1%	43.5%	60.9%	65.2%	
Total Parking Occupancy %		23.8%	33.5%	38.9%	33.5%	31.9%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
18	A	150	72	77	52	55	49
	B	22	5	6	4	7	3
	Total Off-Street	172	77	83	56	62	52
	On-Street North	0	0	0	0	0	0
	On-Street South	0	0	0	0	0	0
	On-Street East	11	5	2	2	5	0
	On-Street West	0	0	0	0	0	0
	Total On-Street	11	5	2	2	5	0
	Total Block Parking	183	82	85	58	67	52
	Total Off-Street Parking Occupancy %		44.8%	48.3%	32.6%	36.0%	30.2%
	Total On-Street Parking Occupancy %		45.5%	18.2%	18.2%	45.5%	0.0%
Total Parking Occupancy %		44.8%	46.4%	31.7%	36.6%	28.4%	

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
19	A	56	23	28	27	39	38
	B	34	13	17	17	21	8
	C	14	6	8	6	7	3
	D	13	5	10	10	10	6
	E	7	0	0	0	0	0
	s2	4	0	1	0	1	1
	S3	8	6	4	5	3	2
	Total Off-Street	136	53	68	65	81	58
	On-Street North	0	0	0	0	0	0
	On-Street South	10	6	4	5	5	2
	On-Street East	0	0	0	0	0	0
	On-Street West	4	0	2	1	3	3
	Total On-Street	14	6	6	6	8	5
	Total Block Parking	150	59	74	71	89	63
Total Off-Street Parking Occupancy %			39.0%	50.0%	47.8%	59.6%	42.6%
Total On-Street Parking Occupancy %			42.9%	42.9%	42.9%	57.1%	35.7%
Total Parking Occupancy %			39.3%	49.3%	47.3%	59.3%	42.0%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm	
20	A	94	12	16	35	22	13	
	B	37	1	3	16	5	1	
	Total Off-Street	131	13	19	51	27	14	
	On-Street North+West	20	10	9	2	2	2	
	On-Street South	0	0	0	0	0	0	
	On-Street East	0	0	0	0	0	0	
	Total On-Street	20	10	9	2	2	2	
	Total Block Parking	151	23	28	53	29	16	
	Total Off-Street Parking Occupancy %			9.9%	14.5%	38.9%	20.6%	10.7%
	Total On-Street Parking Occupancy %			50.0%	45.0%	10.0%	10.0%	10.0%
Total Parking Occupancy %			15.2%	18.5%	35.1%	19.2%	10.6%	

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm	
21	A	37	16	15	7	10	13	
	B	41	1	0	0	0	1	
	C	37	12	14	12	6	0	
	D	34	16	15	7	9	1	
	Total Off-Street	149	45	44	26	25	15	
	On-Street North	10	6	3	4	2	0	
	On-Street South	12	0	0	0	0	0	
	On-Street East	0	0	0	0	0	0	
	On-Street West	12	3	2	2	2	2	
	Total On-Street	34	9	5	6	4	2	
	Total Block Parking	183	54	49	32	29	17	
	Total Off-Street Parking Occupancy %			30.2%	29.5%	17.4%	16.8%	10.1%
	Total On-Street Parking Occupancy %			26.5%	14.7%	17.6%	11.8%	5.9%
Total Parking Occupancy %			29.5%	26.8%	17.5%	15.8%	9.3%	

Downtown Sheboygan Parking Counts
July 12, 2017

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
22	B	26	2	2	12	12	9
	C	80	0	0	3	0	0
	D	32	16	18	13	12	4
	Total Off-Street	278	79	78	65	71	38
	On-Street North	0	0	0	0	0	0
	On-Street South	0	0	0	0	0	0
	On-Street East	13	4	7	7	3	2
	On-Street West	9	3	0	0	0	0
	Total On-Street	22	7	7	7	3	2
	Total Block Parking	300	86	85	72	74	40
	Total Off-Street Parking Occupancy %		28.4%	28.1%	23.4%	25.5%	13.7%
	Total On-Street Parking Occupancy %		31.8%	31.8%	31.8%	13.6%	9.1%
	Total Parking Occupancy %		28.7%	28.3%	24.0%	24.7%	13.3%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
23	A	39	14	17	7	12	3
	s1	10	6	5	2	9	5
	s2	8	5	5	3	6	4
	Total Off-Street	39	14	17	7	12	3
	Total On-Street	18	11	10	5	15	9
	Total Block Parking	57	25	27	12	27	12
	Total Off-Street Parking Occupancy %		35.9%	43.6%	17.9%	30.8%	7.7%
	Total On-Street Parking Occupancy %		61.1%	55.6%	27.8%	83.3%	50.0%
	Total Parking Occupancy %		43.9%	47.4%	21.1%	47.4%	21.1%

Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
24	A	57	5	11	17	24	53
	B	93	75	80	75	77	33
	C	28	0	4	3	6	11
	D	11	0	9	8	8	4
	Total Off-Street	189	80	104	103	115	101
	On-Street North	0					
	On-Street South	0					
	On-Street East	0					
	On-Street West	27	11	12	16	15	12
	Total On-Street	27	11	12	16	15	12
	Total Block Parking	216	91	116	119	130	113
	Total Off-Street Parking Occupancy %		42.3%	55.0%	54.5%	60.8%	53.4%
	Total On-Street Parking Occupancy %		40.7%	44.4%	59.3%	55.6%	44.4%
	Total Parking Occupancy %		42.1%	53.7%	55.1%	60.2%	52.3%

Downtown Sheboygan Parking Counts
July 12, 2017

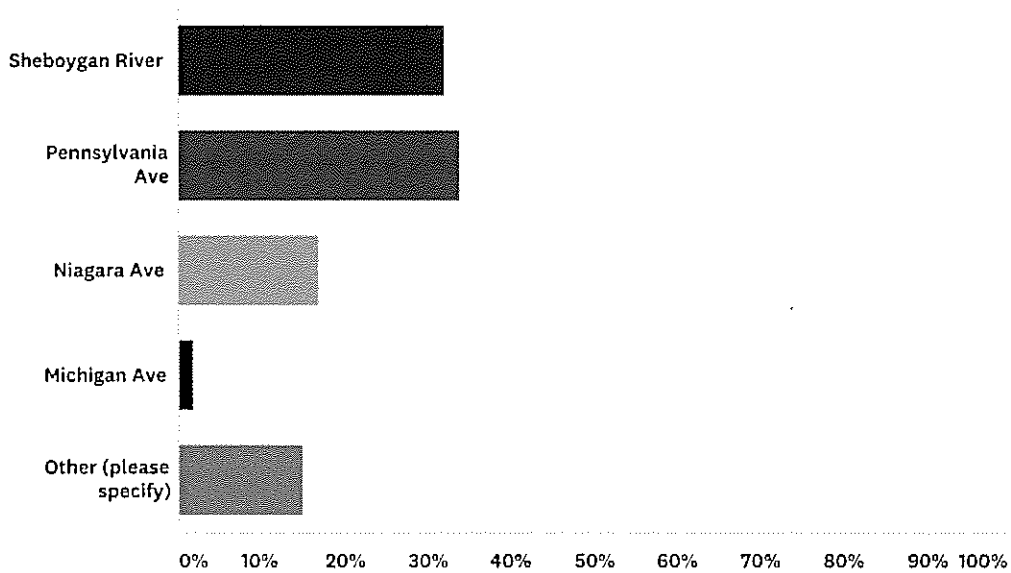
Block #	Parking Lot	Parking Inventory	8am	10am	12pm	2pm	4pm
S. Pier	A	34	11	16	12	14	25
	B + C	153	2	4	5	3	9
	D	93	4	6	3	6	9
	Total Off-Street	187	13	20	17	17	34
	s1	151	34	32	35	38	40
	s2	22	9	8	7	9	9
	s3	24	14	9	12	11	13
	s4	28	0	1	3	1	1
	Total On-Street	225	57	50	57	59	63
	Total Block Parking	412	70	70	74	76	97
	Total Off-Street Parking Occupancy %		7.0%	10.7%	9.1%	9.1%	18.2%
	Total On-Street Parking Occupancy %		25.3%	22.2%	25.3%	26.2%	28.0%
	Total Parking Occupancy %		17.0%	17.0%	18.0%	18.4%	23.5%



APPENDIX B – PARKING SURVEY RESULTS

Q1 Please select which landmark/street is closest to your primary destination/work location.

Answered: 53 Skipped: 0

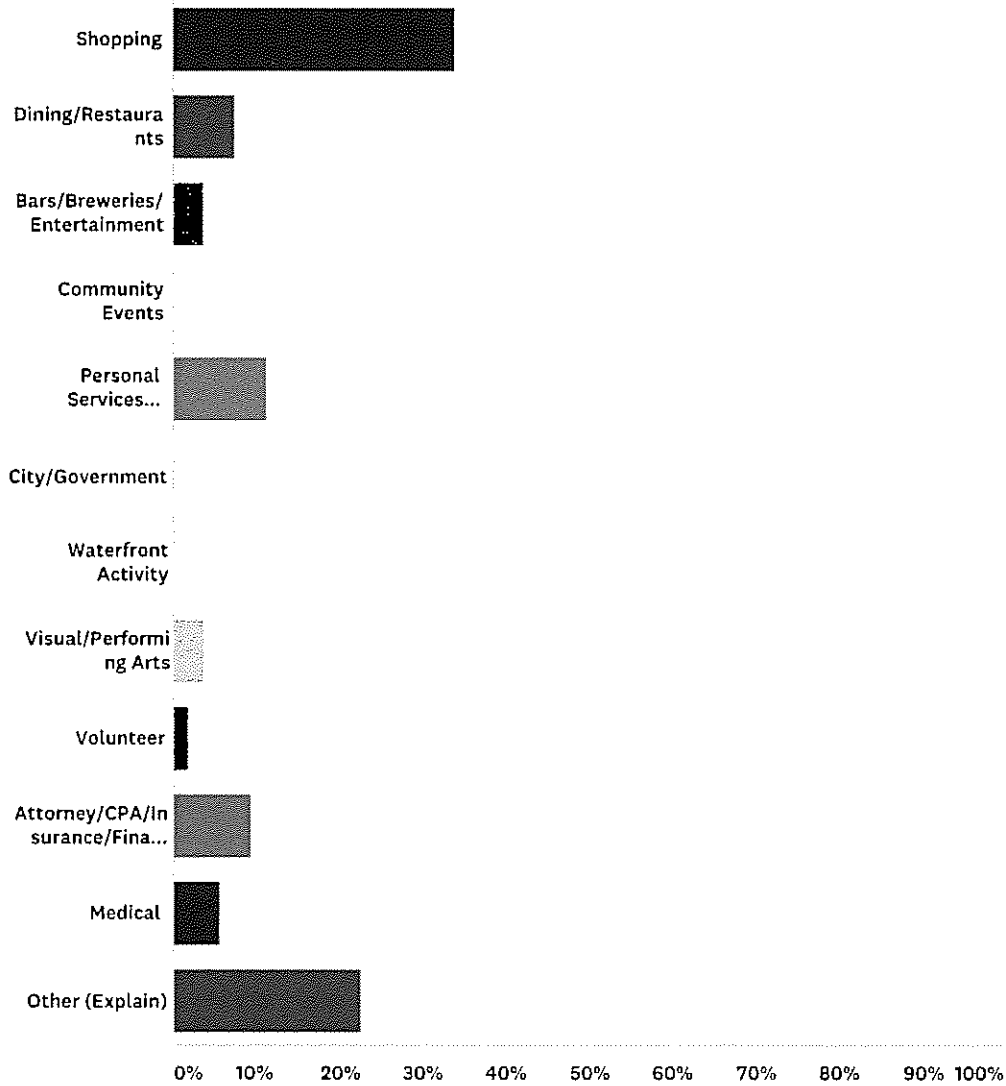


ANSWER CHOICES	RESPONSES	
Sheboygan River	32.08%	17
Pennsylvania Ave	33.96%	18
Niagara Ave	16.98%	9
Michigan Ave	1.89%	1
Other (please specify)	15.09%	8
TOTAL		53

#	OTHER (PLEASE SPECIFY)	DATE
1	8th Street	6/13/2017 4:33 PM
2	8th Street	6/12/2017 11:07 PM
3	North 8th & New York Ave.	6/9/2017 6:26 PM
4	Library	6/8/2017 8:35 AM
5	Riverfront Dr.	6/7/2017 5:27 PM
6	8th st	6/7/2017 4:21 PM
7	8th and new york	6/7/2017 3:35 PM
8	Fountain Park	6/7/2017 3:26 PM

Q2 What type of business do you operate or work for?

Answered: 53 Skipped: 0



ANSWER CHOICES	RESPONSES	
Shopping	33.96%	18
Dining/Restaurants	7.55%	4
Bars/Breweries/Entertainment	3.77%	2
Community Events	0.00%	0
Personal Services (Salon/Spa)	11.32%	6
City/Government	0.00%	0
Waterfront Activity	0.00%	0
Visual/Performing Arts	3.77%	2

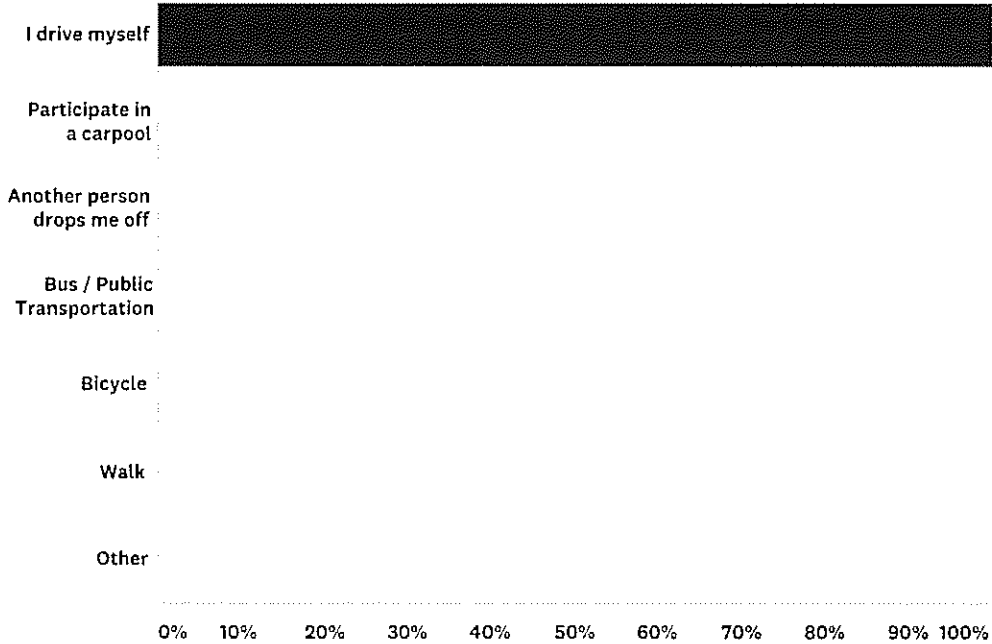
City of Sheboygan

Volunteer	1.89%	1
Attorney/CPA/Insurance/Financial	9.43%	5
Medical	5.66%	3
Other (Explain)	22.64%	12
TOTAL		53

#	OTHER (EXPLAIN)	DATE
1	Chamber	6/12/2017 5:23 PM
2	Corporate office	6/12/2017 2:18 PM
3	Insurance	6/8/2017 11:13 AM
4	Hospitality	6/8/2017 10:22 AM
5	Religious organization	6/8/2017 8:35 AM
6	Offices, Residential, Shopping	6/7/2017 9:37 PM
7	Children's Museum	6/7/2017 5:41 PM
8	Legal services	6/7/2017 4:21 PM
9	Tax & Accounting Services	6/7/2017 4:12 PM
10	consignment shop	6/7/2017 4:03 PM
11	Nonprofit	6/7/2017 3:41 PM
12	Laundry and mens retail	6/7/2017 3:35 PM

Q3 When you come downtown for your business or work, how do you typically travel?

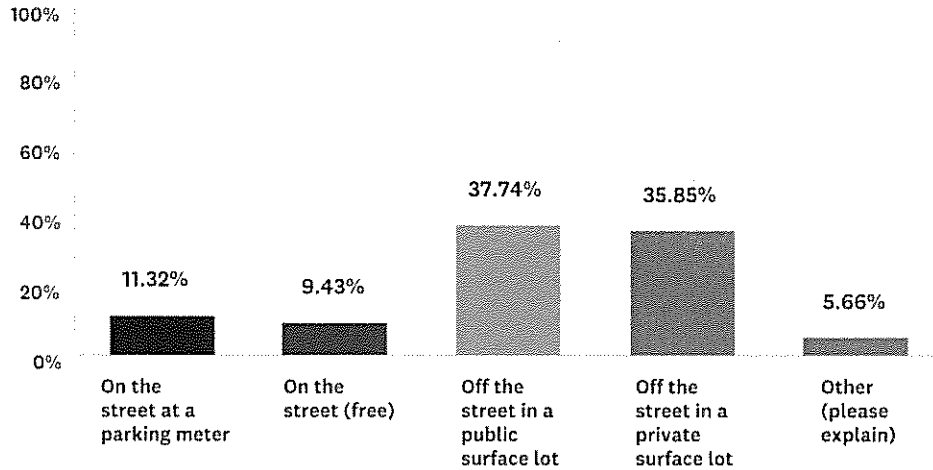
Answered: 53 Skipped: 0



ANSWER CHOICES	RESPONSES	
I drive myself	100.00%	53
Participate in a carpool	0.00%	0
Another person drops me off	0.00%	0
Bus / Public Transportation	0.00%	0
Bicycle	0.00%	0
Walk	0.00%	0
Other	0.00%	0
TOTAL		53

Q4 When you drive downtown for your business or work, where do you typically park?

Answered: 53 Skipped: 0

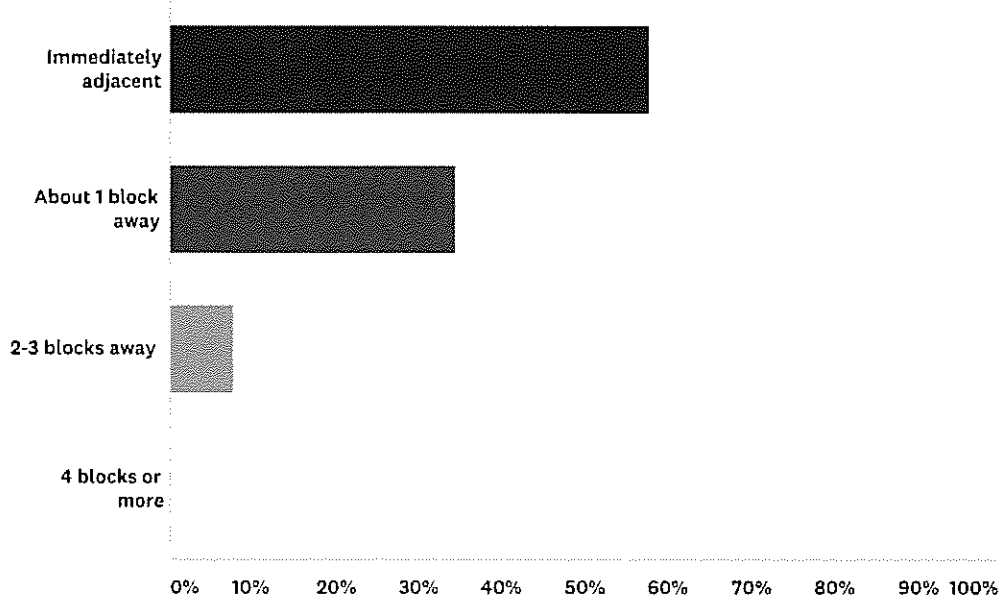


ANSWER CHOICES	RESPONSES	
On the street at a parking meter	11.32%	6
On the street (free)	9.43%	5
Off the street in a public surface lot	37.74%	20
Off the street in a private surface lot	35.85%	19
Other (please explain)	5.66%	3
TOTAL		53

#	OTHER (PLEASE EXPLAIN)	DATE
1	sometimes street(free) sometimes public lot if there is room	6/7/2017 9:31 PM
2	Parking spot in parking lot if one is available	6/7/2017 5:41 PM
3	lot	6/7/2017 5:20 PM

Q5 How far is your typical parking location from your place of business or work?

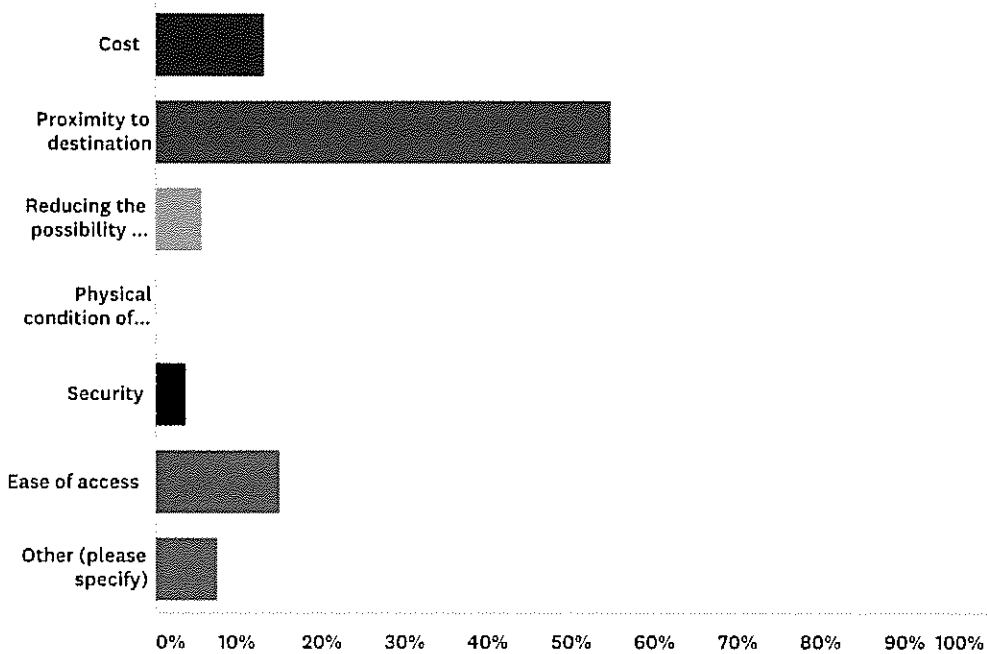
Answered: 52 Skipped: 1



ANSWER CHOICES	RESPONSES	
Immediately adjacent	57.69%	30
About 1 block away	34.62%	18
2-3 blocks away	7.69%	4
4 blocks or more	0.00%	0
TOTAL		52

Q6 What factor is most important to you when deciding where to park?

Answered: 53 Skipped: 0

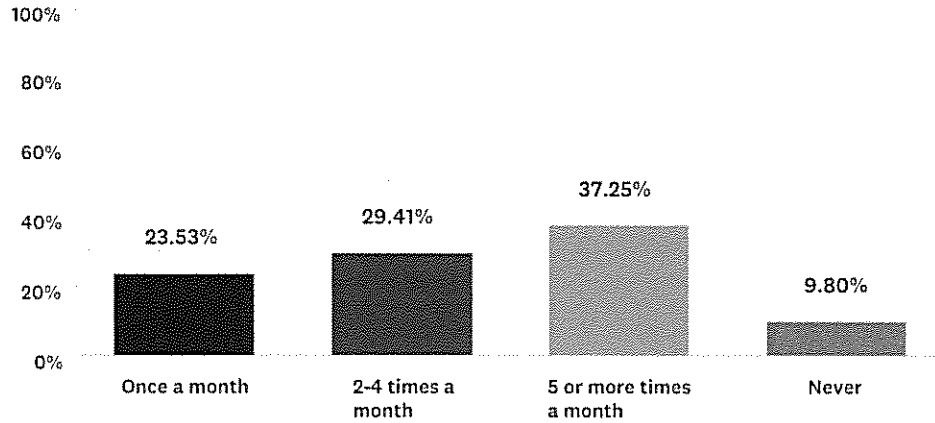


ANSWER CHOICES	RESPONSES
Cost	13.21% 7
Proximity to destination	54.72% 29
Reducing the possibility of a ticket	5.66% 3
Physical condition of parking area	0.00% 0
Security	3.77% 2
Ease of access	15.09% 8
Other (please specify)	7.55% 4
TOTAL	53

#	OTHER (PLEASE SPECIFY)	DATE
1	weather	6/8/2017 8:35 AM
2	availability for customers	6/7/2017 9:31 PM
3	Provided as part of lease arrangement	6/7/2017 4:21 PM
4	Cost and Proximity to destination are the largest factors	6/7/2017 3:26 PM

Q7 How often do you stay or return downtown for dining/entertainment purposes?

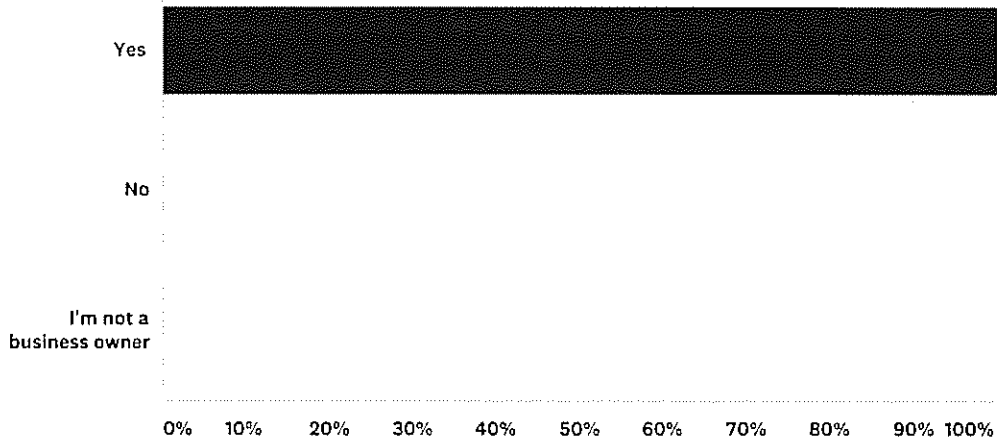
Answered: 51 Skipped: 2



ANSWER CHOICES	RESPONSES	
Once a month	23.53%	12
2-4 times a month	29.41%	15
5 or more times a month	37.25%	19
Never	9.80%	5
TOTAL		51

Q8 Do you have clients and customers visit your business on a regular basis?

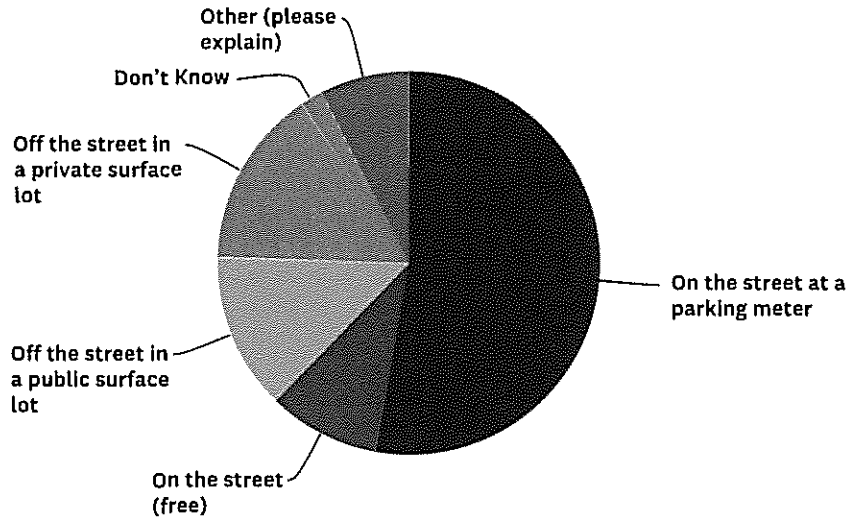
Answered: 53 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	100.00%	53
No	0.00%	0
I'm not a business owner	0.00%	0
TOTAL		53

Q9 Where do those clients and customers typically park?

Answered: 53 Skipped: 0

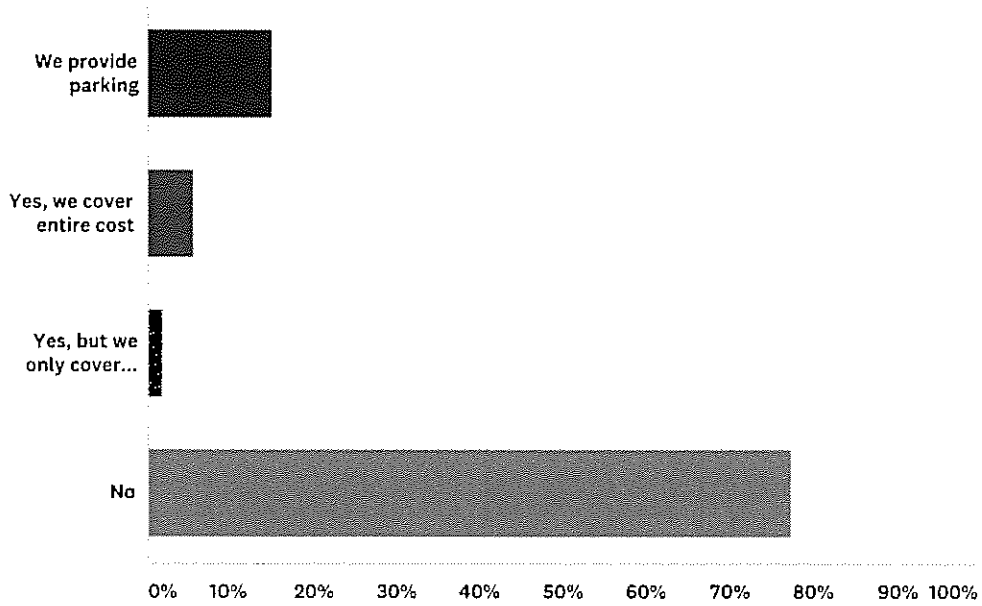


ANSWER CHOICES	RESPONSES	
On the street at a parking meter	52.83%	28
On the street (free)	9.43%	5
Off the street in a public surface lot	13.21%	7
Off the street in a private surface lot	15.09%	8
Don't Know	1.89%	1
Other (please explain)	7.55%	4
TOTAL		53

#	OTHER (PLEASE EXPLAIN)	DATE
1	off street leased space in public parking utility lot	9/5/2017 4:39 PM
2	all of the above. depends on the time of day for the event.	6/9/2017 9:56 AM
3	prefer public lot if there is room, otherwise street	6/7/2017 9:31 PM
4	all of the above	6/7/2017 8:04 PM

Q10 Do you pay/validate for your customer's parking?

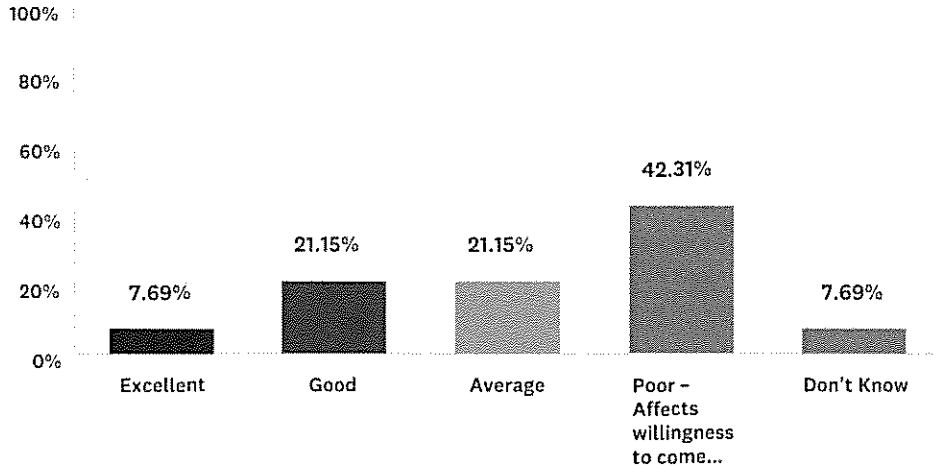
Answered: 53 Skipped: 0



ANSWER CHOICES	RESPONSES	
We provide parking	15.09%	8
Yes, we cover entire cost	5.66%	3
Yes, but we only cover partial cost	1.89%	1
No	77.36%	41
TOTAL		53

Q11 Based on what you hear from these clients and customers, how would you rate their parking experience?

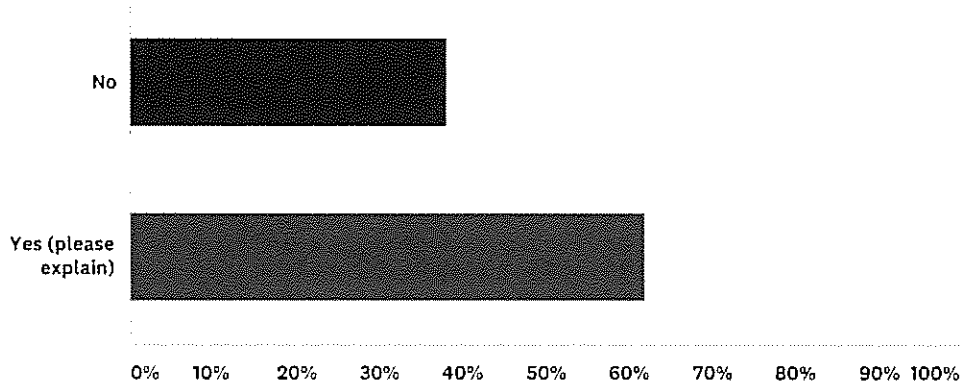
Answered: 52 Skipped: 1



ANSWER CHOICES	RESPONSES	
Excellent	7.69%	4
Good	21.15%	11
Average	21.15%	11
Poor – Affects willingness to come downtown	42.31%	22
Don't Know	7.69%	4
TOTAL		52

Q12 If you are a business owner, do you specify where your employees are supposed to park?

Answered: 50 Skipped: 3



ANSWER CHOICES	RESPONSES	
No	38.00%	19
Yes (please explain)	62.00%	31
TOTAL		50

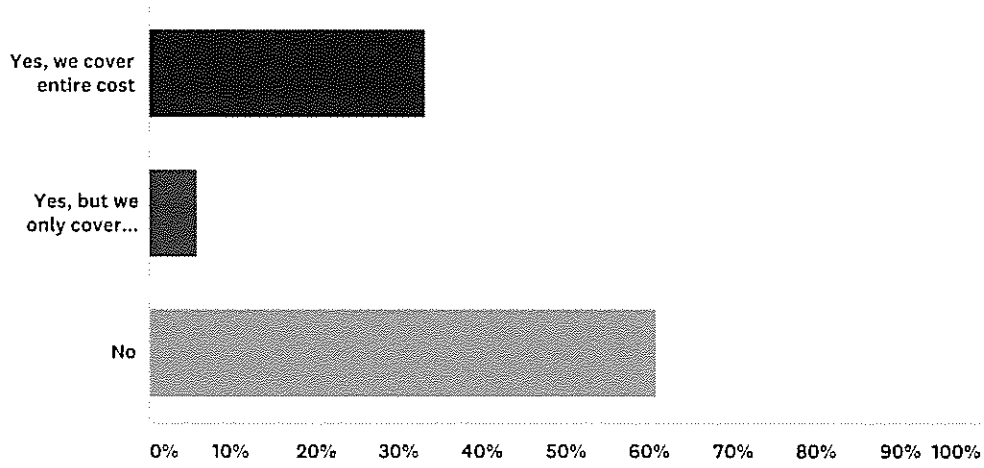
#	YES (PLEASE EXPLAIN)	DATE
1	we have leased space for all employees and most clients	9/5/2017 4:39 PM
2	We instruct our employees to park a bit down the street or across the street so that open spots are available for clients immediately in front of our business. We also avoid parking in front of other businesses on our street to make more attractive spots available for their customers	9/5/2017 4:38 PM
3	They have a permit in a lot near our business	9/5/2017 4:35 PM
4	Furthest from the business to make spots for customers.	6/13/2017 11:39 AM
5	Upper parking lot.	6/11/2017 7:21 PM
6	Near school district parking or parking to avoid tickets	6/11/2017 3:23 PM
7	we rent spots from a private business	6/11/2017 10:51 AM
8	several blocks away	6/9/2017 6:26 PM
9	we pay for parking for our employees. they park in the assigned spots	6/9/2017 9:56 AM
10	yes in parking behind business or no room in meter parking.	6/8/2017 5:25 PM
11	Away from the building	6/8/2017 11:26 AM
12	rented space	6/8/2017 11:13 AM
13	away from immediate access to building; keep those spots available for clients	6/8/2017 10:02 AM
14	I tell them not to park directly in front of business	6/8/2017 12:06 AM
15	Pay lot	6/7/2017 11:39 PM
16	Yes, if we have spots reserved in a lot	6/7/2017 11:37 PM
17	Park away from building so customers have closer access	6/7/2017 11:26 PM
18	yes	6/7/2017 9:37 PM

City of Sheboygan

19	Pay for spots	6/7/2017 9:23 PM
20	City lot south side of S. Pier Dr.	6/7/2017 7:29 PM
21	Paid lot	6/7/2017 7:15 PM
22	We own several spots in one of the city lots.	6/7/2017 6:01 PM
23	We have specified spots for our employees.	6/7/2017 5:31 PM
24	Employees are instructed to park farther away from the building to allow closer parking spaces for clients.	6/7/2017 5:27 PM
25	street parking leaving lot open	6/7/2017 5:20 PM
26	We pay for two spaces in the lot behind our business but this is not enough and some of our staff park in the SASD lot which is probably not technically permitted. It is a problem.	6/7/2017 4:50 PM
27	We have spaces in the Landlord provided parking lot	6/7/2017 4:21 PM
28	Employee's park directly behind our building in the private lot	6/7/2017 4:07 PM
29	parking lot, We rent spaces	6/7/2017 3:35 PM
30	DuBois has 2 assigned parking spots for our business	6/7/2017 3:34 PM
31	I rent spaces	6/7/2017 3:21 PM

Q13 Do you pay for your employee's parking?

Answered: 51 Skipped: 2



ANSWER CHOICES

Yes, we cover entire cost

Yes, but we only cover partial cost

No

TOTAL

RESPONSES

33.33%

5.88%

60.78%

17

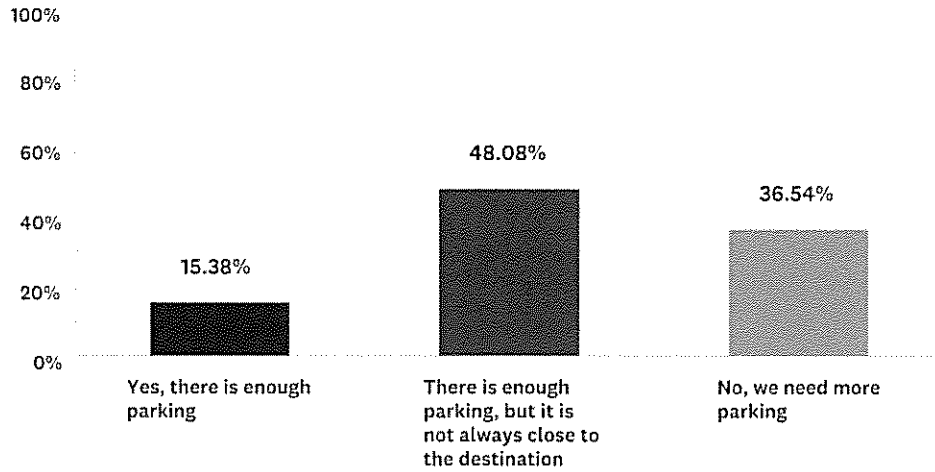
3

31

51

Q14 In general, do you consider the parking supply in downtown Sheboygan to be adequate?

Answered: 52 Skipped: 1



ANSWER CHOICES

Yes, there is enough parking

There is enough parking, but it is not always close to the destination

No, we need more parking

TOTAL

RESPONSES

15.38% 8

48.08% 25

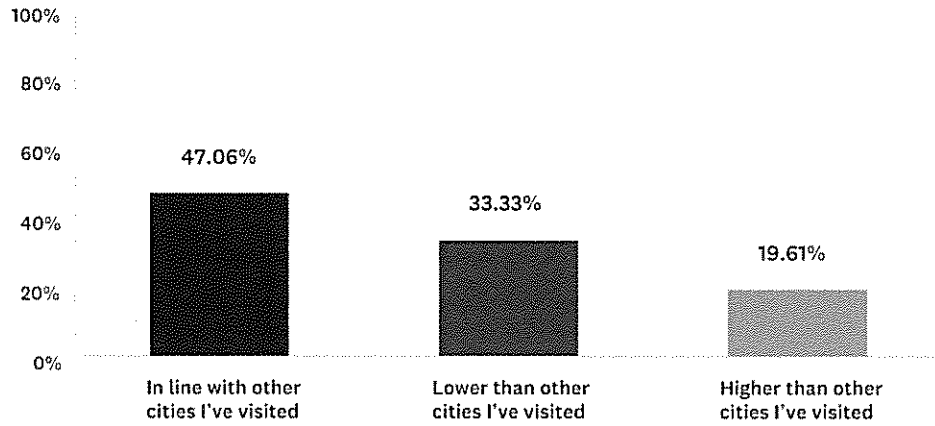
36.54% 19

52

City of Sheboygan

Q15 The rates charged for parking in downtown Sheboygan are:

Answered: 51 Skipped: 2



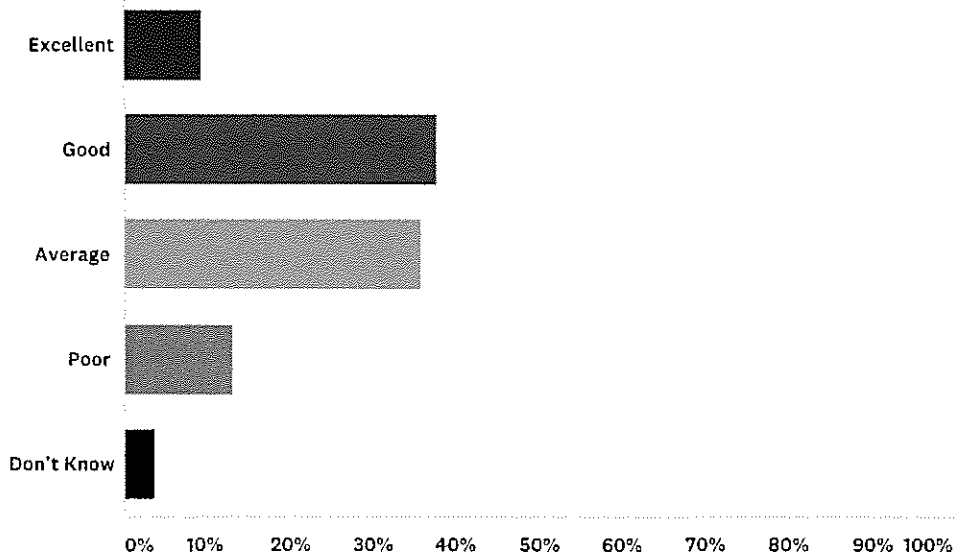
ANSWER CHOICES

RESPONSES

In line with other cities I've visited	47.06%	24
Lower than other cities I've visited	33.33%	17
Higher than other cities I've visited	19.61%	10
TOTAL		51

Q16 How would you rate the quality and clarity of the downtown parking signage?

Answered: 53 Skipped: 0



ANSWER CHOICES

Excellent
Good
Average
Poor
Don't Know

RESPONSES

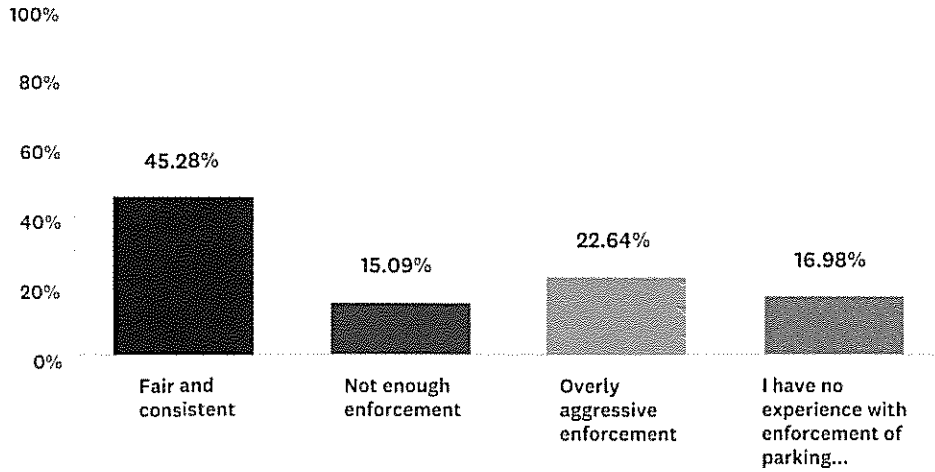
9.43% 5
37.74% 20
35.85% 19
13.21% 7
3.77% 2

TOTAL

53

Q17 I would describe enforcement of on-street and off-street parking regulations as:

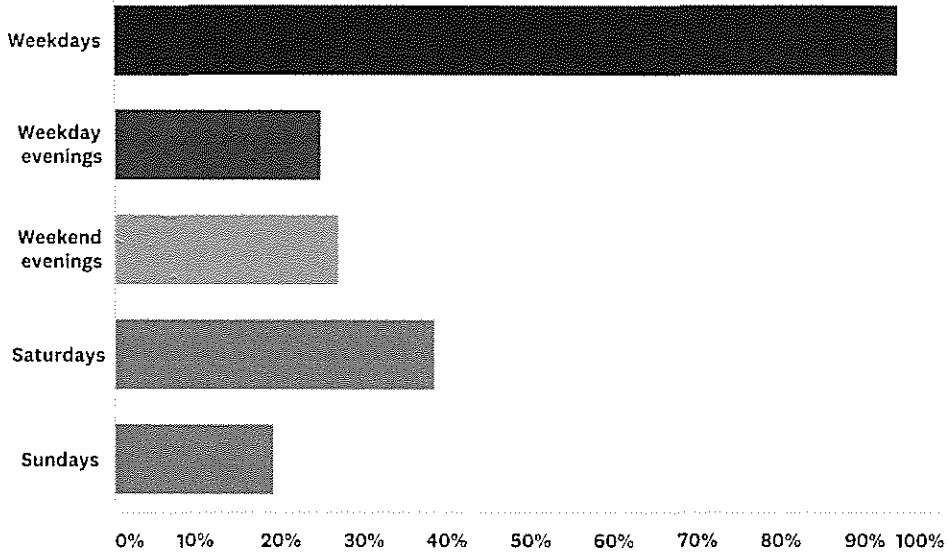
Answered: 53 Skipped: 0



ANSWER CHOICES	RESPONSES	
Fair and consistent	45.28%	24
Not enough enforcement	15.09%	8
Overly aggressive enforcement	22.64%	12
I have no experience with enforcement of parking regulations	16.98%	9
TOTAL		53

Q18 On what days of the week do you typically park downtown? (Check all that apply)

Answered: 52 Skipped: 1



ANSWER CHOICES

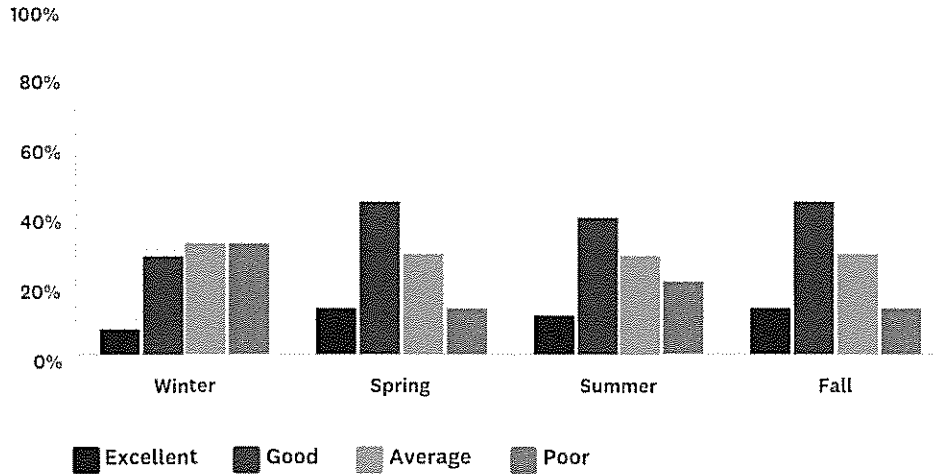
RESPONSES

ANSWER CHOICES	RESPONSES	Count
Weekdays	94.23%	49
Weekday evenings	25.00%	13
Weekend evenings	26.92%	14
Saturdays	38.46%	20
Sundays	19.23%	10

Total Respondents: 52

Q19 Overall how would you rate the parking in downtown Sheboygan? (Select condition for each season)

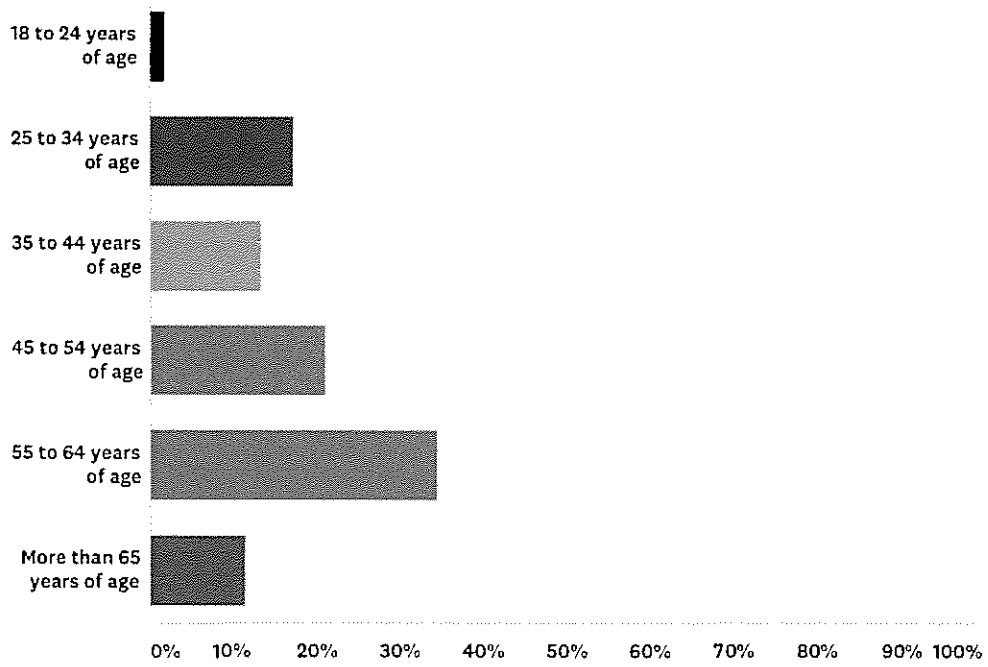
Answered: 53 Skipped: 0



	EXCELLENT	GOOD	AVERAGE	POOR	TOTAL RESPONDENTS
Winter	7.55% 4	28.30% 15	32.08% 17	32.08% 17	53
Spring	13.46% 7	44.23% 23	28.85% 15	13.46% 7	52
Summer	11.32% 6	39.62% 21	28.30% 15	20.75% 11	53
Fall	13.46% 7	44.23% 23	28.85% 15	13.46% 7	52

Q20 What is your current age?

Answered: 52 Skipped: 1



ANSWER CHOICES	RESPONSES
18 to 24 years of age	1.92% 1
25 to 34 years of age	17.31% 9
35 to 44 years of age	13.46% 7
45 to 54 years of age	21.15% 11
55 to 64 years of age	34.62% 18
More than 65 years of age	11.54% 6
TOTAL	52

Q21 What is your zip code?

Answered: 52 Skipped: 1

#	RESPONSES	DATE
1	53083 53083	9/5/2017 4:39 PM
2	53081 53081	9/5/2017 4:38 PM
3	53081 53081	9/5/2017 4:35 PM
4	53081 53081	6/16/2017 6:25 PM
5	Other 53085	6/13/2017 4:33 PM
6	53081 53081	6/13/2017 11:39 AM
7	53083 53083	6/12/2017 11:07 PM
8	53081 53081	6/12/2017 5:23 PM
9	53083 53083	6/12/2017 2:18 PM
10	53081 53081	6/11/2017 7:21 PM
11	53081 53081	6/11/2017 3:23 PM
12	53081 53081	6/11/2017 10:51 AM
13	53081 53081	6/9/2017 6:26 PM
14	53081 53081	6/9/2017 9:56 AM
15	53081 53081	6/8/2017 7:28 PM
16	53081 53081	6/8/2017 5:25 PM
17	53081 53081	6/8/2017 1:19 PM
18	53081 53081	6/8/2017 11:26 AM
19	53081 53081	6/8/2017 11:13 AM
20	53081 53081	6/8/2017 10:22 AM
21	53083 53083	6/8/2017 10:22 AM
22	53083 53083	6/8/2017 10:02 AM
23	Other 53015	6/8/2017 9:31 AM
24	53081 53081	6/8/2017 8:35 AM
25	Other 53073	6/8/2017 12:06 AM
26	Other 53073	6/7/2017 11:39 PM
27	53081 53081	6/7/2017 11:37 PM
28	53081 53081	6/7/2017 11:26 PM
29	53081 53081	6/7/2017 9:37 PM
30	53081 53081	6/7/2017 9:31 PM
31	Other 53063	6/7/2017 9:23 PM
32	53081 53081	6/7/2017 8:04 PM
33	53081 53081	6/7/2017 7:29 PM
34	53083 53083	6/7/2017 7:15 PM
35	53081 53081	6/7/2017 6:46 PM

City of Sheboygan

36	Other 53020	6/7/2017 6:01 PM
37	53081 53081	6/7/2017 5:46 PM
38	53081 53081	6/7/2017 5:41 PM
39	53083 53083	6/7/2017 5:31 PM
40	53081 53081	6/7/2017 5:27 PM
41	53081 53081	6/7/2017 5:20 PM
42	53081 53081	6/7/2017 4:50 PM
43	53081 53081	6/7/2017 4:21 PM
44	Other 53044	6/7/2017 4:12 PM
45	53081 53081	6/7/2017 4:07 PM
46	53081 53081	6/7/2017 4:03 PM
47	53081 53081	6/7/2017 3:41 PM
48	53081 53081	6/7/2017 3:35 PM
49	53081 53081	6/7/2017 3:34 PM
50	Other 53070	6/7/2017 3:26 PM
51	53081 53081	6/7/2017 3:25 PM
52	53081 53081	6/7/2017 3:21 PM

Q22 Please share your suggestions for improving downtown parking.

Answered: 35 Skipped: 18

#	RESPONSES	DATE
1	i think that it may change with the new increase in tenants in the downtown area. multiple vehicles per apartment, visitors ect... it is a work in progress. and I like the word PROGRESS!!!! that is a good thing!	9/5/2017 4:39 PM
2	Street parking can be difficult in the winter as our street seems to be a lower priority for plowing. Otherwise, we seem to have enough parking nearby. There is a trailer that is consistently parked in a surface lot near Blue Harbor that rarely moves and I believe becomes an eyesore as a constant presence. Other businesses have called about it, the owners have been ticketed but the trailer remains.	9/5/2017 4:38 PM
3	I would suggest getting rid of the parking meters	9/5/2017 4:35 PM
4	we need more parking on south pier	6/16/2017 6:25 PM
5	Provide free parking space for people that work downtown and then remove the meters for the people coming downtown thank you	6/13/2017 4:33 PM
6	Definitely more parking for South Pier Drive area.	6/13/2017 11:39 AM
7	Figure out a way to let those who are dinning out or shopping, experience a parking environment without worrying about the NEGOTIVE CONSEQUENCE of staying to long (parking tickets). Those working in the downtown area need to be directed to parking areas that would leave parking spaces for those who pay the bills, downtown shoppers and patrons. Those using the library should pay for parking over an hour.	6/12/2017 11:07 PM
8	Remove meters. Chalk tires/monitor some other way abusers and long term parking vehicles. Landlords should be providing tenants adequate parking or landlords should be subject to fines/penalties, not everyone that visits downtown. Slumlords prevail and should be railroaded out of town. Clean it up, gut the rats nests. City inspectors - do your jobs?	6/12/2017 2:18 PM
9	I believe the parking rates should be increased.	6/11/2017 7:21 PM
10	Our clients complain that parking meters need to be more than 2 hrs. Most women that get a service done are in the salon for over 2 hrs. Almost every client has gotten a ticket due to this.	6/11/2017 3:23 PM
11	I have been on a waiting list for a city of sheboygan parking spot for 22 months. This has happened in the past, they never seem to have an available spot.	6/11/2017 10:51 AM
12	We need 1 or 2 rows of parking behind Sonlight. There is no handicap parking available. Also few spots on 8th Street. Unable to use back door since parking was removed. Also not able to use shipping & receiving entrance in the back. Trucks bringing product have to double park on 8th St. What a mess especially in winter. We also lose the few spots we have on 8th Street because of poor snow plowing. Many of our sales reps complain about the parking meters. They don't see them in other places.	6/9/2017 6:26 PM
13	If we want to encourage downtown visitors, parking meters should be removed.	6/8/2017 7:28 PM
14	Need better parking for business and customers.	6/8/2017 5:25 PM
15	Ramp	6/8/2017 11:26 AM
16	I continue to be frustrated by our charging for metered parking in downtown Sheboygan. I understand it is an income flow - but it is a deterrent to visitors in my opinion.	6/8/2017 11:13 AM
17	Many customers are put off by the metered parking. They often reference that the other surrounding communities don't have them.	6/8/2017 10:22 AM
18	Downtown parking should be free like Port Washington, for example. We are a religious organization and it is pretty sad when people are ticked for being at a funeral.	6/8/2017 8:35 AM
19	I wish we didn't have to pay meters ... they are a pain. Clients constantly complain about them as well	6/8/2017 12:06 AM

City of Sheboygan

20	Less aggressive policing of meters, i.e. waiting for meter to run out to write a ticket; writing multiple tickets within a 4-hour period; being rude to customers; affordable parking for employees; shareable passes for reserved parking spots, so employees can share spots as each does not work every day; prices to park in paid lots should not be more than parking at meters all day if you want employees to use lots.	6/7/2017 11:37 PM
21	Get rid of parking lot passes and fees. Sell the parking lots and let free enterprise run it better. Get rid of parking meters, you negative punish our customers every day and they are not coming any more because of the conditioning. The passes sold go to companies that don't even use the spots, thus, there are open spots not being used, thus, causing hardships. They need a "use it or lose it" parking policy, whereby, if someone rents a space, it must go to an actual person with a car, not a company who 'might' use it someday, for some tenant sometime in the future. There is enough parking, if they just let people park anywhere. Business owners will make employees park away from close parking stalls. If it was just all open parking, there would be much more flexibility of usage and there would be no problem. The city makes money on parking and because of their policy, it restricts the open and flexible usage. They need to sell the lots and get out of the parking business.	6/7/2017 9:37 PM
22	please enforce 2 hour parking in public lots.	6/7/2017 9:31 PM
23	I don't see much change that should be made. We don't want people to over park when not shopping or dining.	6/7/2017 9:23 PM
24	remove barrier off of Penn!!!!	6/7/2017 8:04 PM
25	Get rid of meters customers do not like them	6/7/2017 7:15 PM
26	The city lots need some sort of enforcement be it stickers or passes hung from mirrors. My spots are constantly being parked in by people seeking "Free" parking and the police are getting tired of hearing from me. Specifically Municipal Lot 2.	6/7/2017 6:01 PM
27	get rid of parking meters in the lots.	6/7/2017 5:46 PM
28	More free parking lots available. We receive a lot of complaints about paying for parking. Often parking meters are out of order. It's difficult for families to replug meters as needed, and adds stress since they need to watch the clock.	6/7/2017 5:41 PM
29	There is not enough parking. We have three or four metered spaces in front of our building. There are multiple businesses in there - all with clientele that come and go. Our customers complain that it is hard to find parking near our office. There is a public lot to the side of our building but not free and a further wall makes it unappealing to customers. We are not on 8th but that area is even worse. I sometimes avoid going to businesses there to avoid the parking hassles.	6/7/2017 4:50 PM
30	Parking is plentiful in some areas of downtown and not in other areas	6/7/2017 4:21 PM
31	Allow for longer meter parking without the need to add coins.	6/7/2017 4:12 PM
32	Downtown I park at only free parking spots because I rarely have change on me. Along the riverfront there are few spots to park because Priority Sign employee's take up the majority of the parking lot space.	6/7/2017 4:07 PM
33	Don't pass it on to Business owners we are taxed enough already!	6/7/2017 3:35 PM
34	I feel the parking meters is the biggest issue. I have heard from a number of customers, that cities our size in other areas do not have parking meters any more. A majority of people also do not carry cash or coins on their person much anymore. The average customer visit to DuBois is normally no more than 15-20 mins at the max, a lot of times less. I have been told by customers that it is an inconvenience to have to pay the meter. I do have customers that will admit to not putting any money in the meters, that they will just take the chance. Another concern my business personally has is our paid for parking spot. Which is located in the parking lot behind Above and Beyond. A lot of people ignore the sign that says reserved parking. If someone else parks there, our employees can't. So there for that causes them to park in a spot and pay a meter, which is not fair due to paying for a parking spot already.	6/7/2017 3:34 PM
35	Better signage to get to downtown, more shopping options	6/7/2017 3:26 PM

II

R. O. No. _____ - 17 - 18. By TRANSIT COMMISSION. February 5, 2018.

Submitting a signed joint agreement between Amalgamated Transit Union Local 998 and the City of Sheboygan.

reg

SHEBOYGAN TRANSIT COMMISSION

**JOINT AGREEMENT BETWEEN
 AMALGAMATED TRANSIT UNION LOCAL 998 AND THE CITY OF SHEBOYGAN**

- 1) Length of Contract: 2 Years (January 1, 2018 – December 31, 2019)
- 2) Letters of Understanding: All letters of understanding will be updated with applicable dates (as needed)
- 3) Wages: First Payroll in January 2018: Class A, B, C and Maintenance Personnel: 2.00%
 First payroll in January 2019: Class A, B, C and Maintenance Personnel: 2.00%

- 4) Health Insurance:
 ATU agrees to all parts of the Non-Represented health and dental insurance employee costs (employee premium contributions), opt-out incentive and spousal surcharge amount. In 2018, the following costs are identified:

2018 Health Insurance Monthly Costs							
	Health Insurance Premium	Full-Time Employee Cost and Percentage		Full-Time Employee Cost with HRA*		Full-Time Employee Cost w/HRA* and 1100 Wellness Points	
Single	\$741.80	\$148.36	20%	\$111.28	15%	\$60.30	8%
Single plus Child/ren	\$1,272.68	\$254.54	20%	\$190.90	15%	\$103.48	8%
Single plus Spouse	\$1,406.64	\$281.34	20%	\$211.00	15%	\$114.36	8%
Family	\$1,953.60	\$390.72	20%	\$293.04	15%	\$158.84	8%
* Health Risk Appraisal							
Part-Time Employee Rates follow the current contract language							

Premium rates, employee contribution percentage, costs and/or contributions relating to calendar year 2019 have yet to be determined. Health Savings Account ("HSA") City contributions for 2018 and 2019 for employees on the plan on January 1 of each year will be \$600 for employees on the single plan, and \$1,200 for those on the family or limited family.

- 5) WRS Contribution:
 Modify language to reflect WRS changes effective the first payroll in January following WRS/IRS requirements .
- 6) Training/Probationary Pay:
 All employees to be brought in at 75% of base pay during training and probation and 100% after completion of probationary period.
- 7) Rehire:
 Agree to rehire employee at same rate of pay within 180 days of his / her retirement.
- 8) Incentive Pay:
 A one-time additional allowance of \$150 in calendar years 2018 and 2019 will be given to employees electing insurance coverage in 2018 and/or 2019. Both allowances discontinue at the end as of December 31, 2019.

9) Re-classification of Class D:

Metro Connection drivers will be classified as Class D or Class E as outlined on the Supplemental Proposal document dated 12/20/2017. This includes additional 2-days of vacation for proposed Class D employees as well as the following wage structure:

First Payroll in January, 2018 – December, 2019:

Class D/E Drivers: Under 5 years of service: \$13.50

5 Plus years of service: \$15.00

*No additional Increase will apply in 2019.

**Current employees will be reclassified based on years of service.

This Tentative Agreement serves as documentation of the agreed upon items as a result of collective bargaining/mediation on Wednesday, November 29th, 2017 between the CITY OF SHEBOYGAN and AMALGAMATED TRANSIT UNION, LOCAL 998. The two parties mutually agree to these items for a duration commencing on January 1, 2018 and ending on December 31, 2019.

This agreement is subject to ratification by Amalgamated Transit Union, Local 998 and the Transit Commission.

Dated this 6th day of January 2018.

FOR THE CITY

FOR THE UNION



Derek Wenzel, Transit Director

1-16-18

Date



James Schramm, Union Steward

1-6-18

Date



Sandra Rohrick, HR Director

1-22-2018

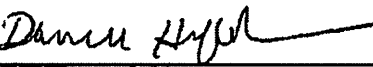
Date



Scott Davis, Union Rep

1-6-18

Date



Darrell Hofland, City Administrator

1-16-18

Date



ATU Local 998 President, James Macon

1/6/17

Date



Transit Commission Chair, Todd Wolf

1-16-18

Date

Janice Borchardt, ATU

Date

VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred R. O. No. 250-17-18 by City Clerk submitting a communication from Frank and Mary Koczan regarding the expansion of Sheboygan's tax base and the impact of the Armory upon that expansion; 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

3.3

R. O. No. 250 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a communication from Frank and Mary Koczan regarding the expansion of Sheboygan's tax base and the impact of the Armory upon that expansion.

*Finance
Personnel*
accept file

CITY CLERK

Frank & Mary Koczan
2829 Erie Ave.
Sheboygan WI 53081

December 13, 2017

Alderspersons
City of Sheboygan Common Council
814 Center Ave.
Sheboygan WI 53081

We are writing to ask you to include the topic of "the expansion of Sheboygan's tax base and the impact of the Armory upon that expansion" be included on the agenda for the meeting of the Common Council scheduled for Monday December 18, 2017.

We are making this request at the instructions of a City Clerk employee who identified herself as Meredith. Her instructions told us that we needed to submit documents for consideration. We have included those documents with this letter and hand delivered them to the Clerk's office.

These documents include several maps that focus on the "Innovation District" proposed for Indiana Avenue. The recent articles in the Sheboygan Press regarding this Innovation District as well as subsequent news of the expansion of the business park on Sheboygan's south side by "hundreds of acres" was the stimulus for our request to put this matter on the agenda. Along with these maps, we submit this letter containing the following rationales for making such a request.

First, it is undeniable that any city needs to expand its tax base and Sheboygan has done an admirable job. If you refer to planning documents, especially the planning newsletters and the plans for the City for the next decade, you will see that there is significant expansion of the tax base that has already been accomplished, is in process and is planned for the future.

In particular, the Indiana Avenue Innovation District (featured in the Sheboygan Press), which describes development along Indiana Avenue from 11th Street to the lake front and includes development of the former Pent-Air company property shows a very significant increase in the acres of land that will be developed. The footprint of the Armory is only 2.6 acres (by my calculations) and when it is illustrated on the maps of the Innovation District, is seen to represent a very small, if not insignificant portion of the tax base expansion.

Further, when that footprint of the Armory (to scale) is imposed upon a rectangle representing a 200 acre proposed expansion of the business park (to the same scale) it truly illustrates that the Armory's contribution to the expanded tax base is insignificant.

Second, there are reasons to preserve the Armory as a venue. Despite assertions that the Armory duplicates other venues, a critical look at those venues will show that that is not so. The new "Encore" pavilion is an outdoor venue and the Armory is an indoor venue – a critical consideration given our climate. The assertion that we already have an indoor venue at the Stephanie Weill theatre overlooks the fact that it is fitted with upholstered seats and carpeted aisles. It is not what casual, informal audiences expect when they attend a rock music or country music concert. Such audiences want to stand, move close to the stage and perhaps even dance. In other words, the Armory is the venue that suits these events and the audiences they will attract.

Moreover, Chad Pelishek declared that the building IS structurally sound despite a leaking roof and boarded-up windows. It is, after all, a cast concrete building. In that respect, it must be remembered that it was built in 1941 as a project of the WPA (Works Projects Administration) and as such is a symbol of the United States' resilience and resourcefulness in overcoming the challenges of the Great Depression. The value of this symbol grows in importance as each successive generation is removed from that traumatic time.

On a personal note, our parents lived through the Depression and shared their experiences with us. However, our children never heard their stories and their children are even less likely to be aware that there was a Great Depression at all. The Armory is an inspiring symbol of when America demonstrated its greatness in the face of terrible adversity.

The Armory should be spared from demolition. It has the potential to be developed into an attraction that makes Sheboygan a destination, but more than that, and it represents a link to our past and our heritage. Its value is much more than tax revenue. Its value is beyond measure. It is said that there are people who know the price of everything and the value of nothing. Let us not be guilty of that charge.

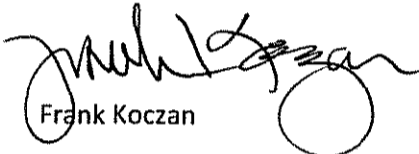
In closing, we want you to consider these two scenarios.


First, for every person who comes to the Antiques Roadshow with an item that they got dirt cheap or even picked out of a dumpster only to have it appraised in the tens of thousands of dollars, there is another person who let that item go or threw it away and now slaps their forehead in anguish saying "Oh, for dumb!"

Then there are the Atlanta Falcons - 25 years ago this year - who didn't realize what an asset they had in Brett Favre. They traded Favre to the Packers for a 19th overall draft pick in 1992. For that pick they drafted a running back - Tony Smith - whose entire NFL career consisted of 329 total yards rushing and two TDs. In perspective, that might have been a single game's output for Favre. We can be sure that they are filled with regret and anguish every time they think about that ill-considered trade.

Let's not repeat their sad histories. Let's not subject ourselves to the same anguish and regret.

Respectfully,


Frank Koczan

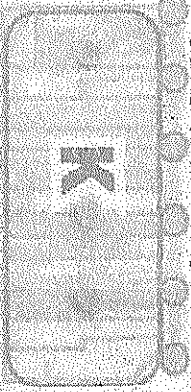
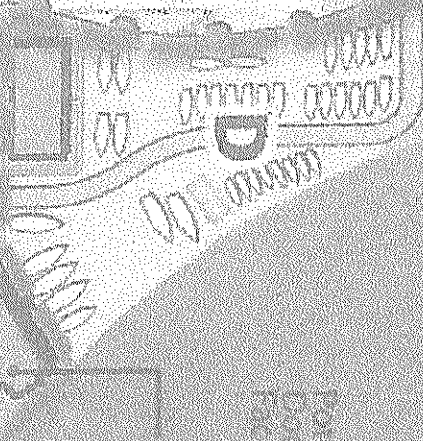
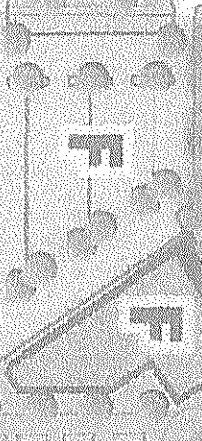
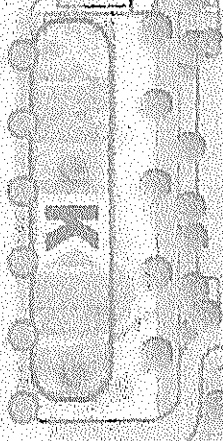
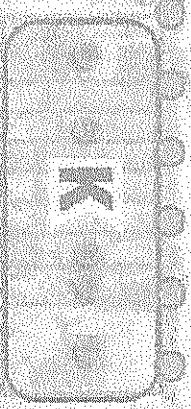
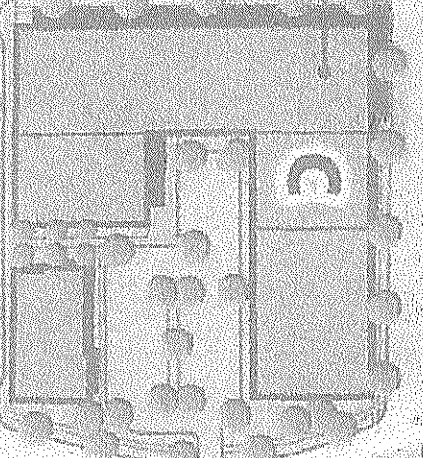
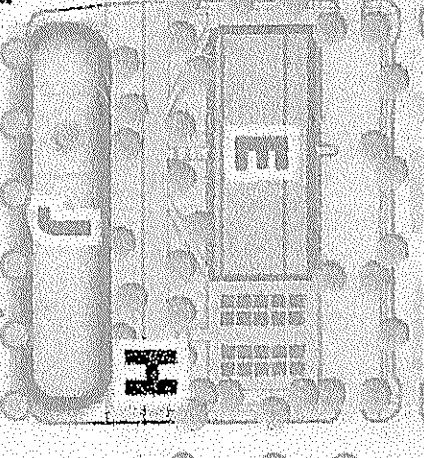
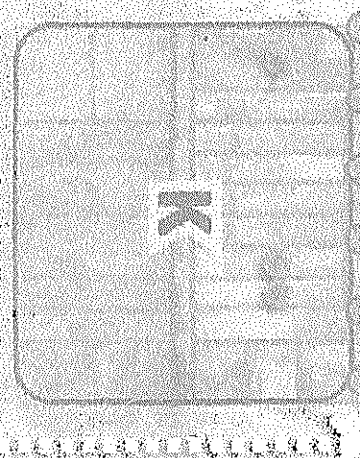

Mary Koczan

NEIGHBORHOOD REVITALIZATION

ENUE

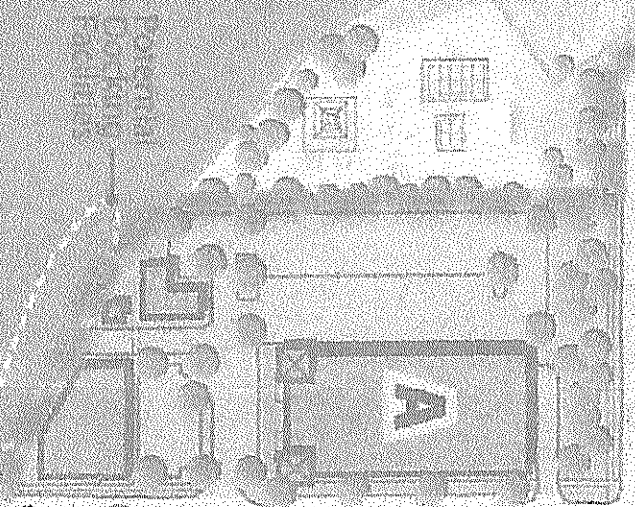
or Enhancements

Key
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use

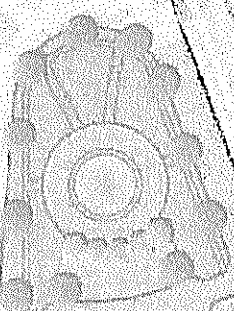
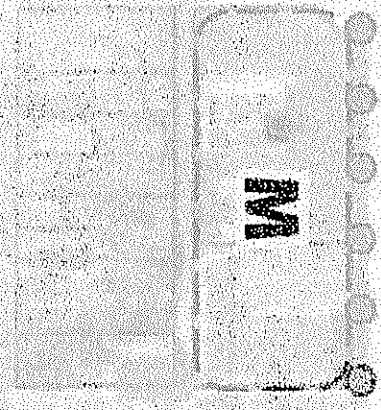


INDIANA AVENUE

Koopseff
Building
(Reuse Project)

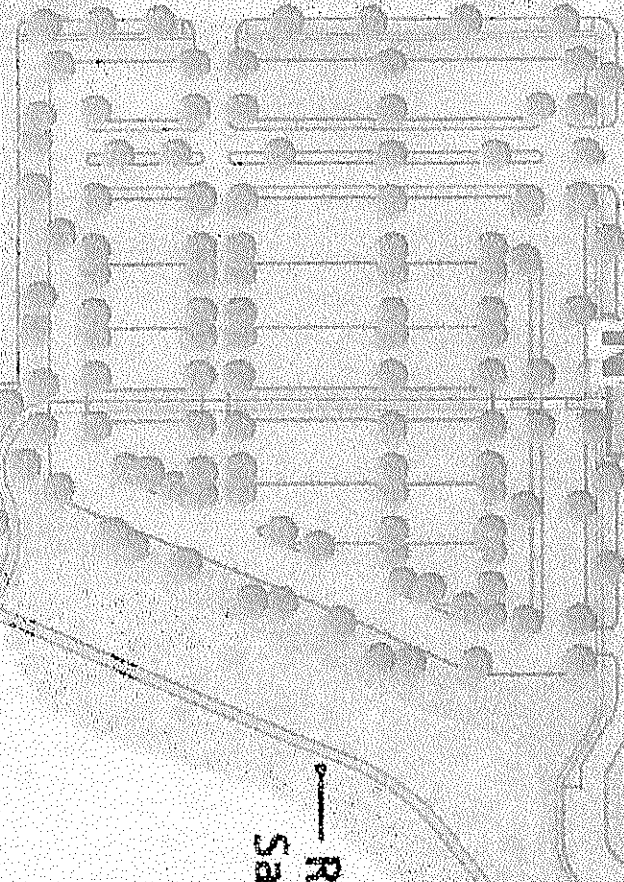


8TH STREET

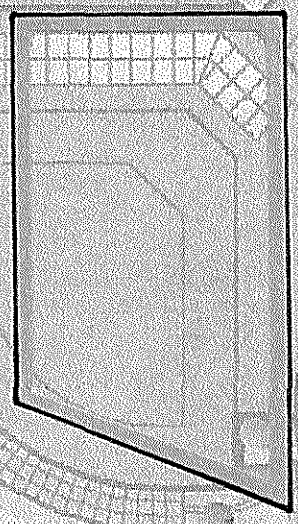


RIVERWALK

RIVERFRONT DRIVE



N

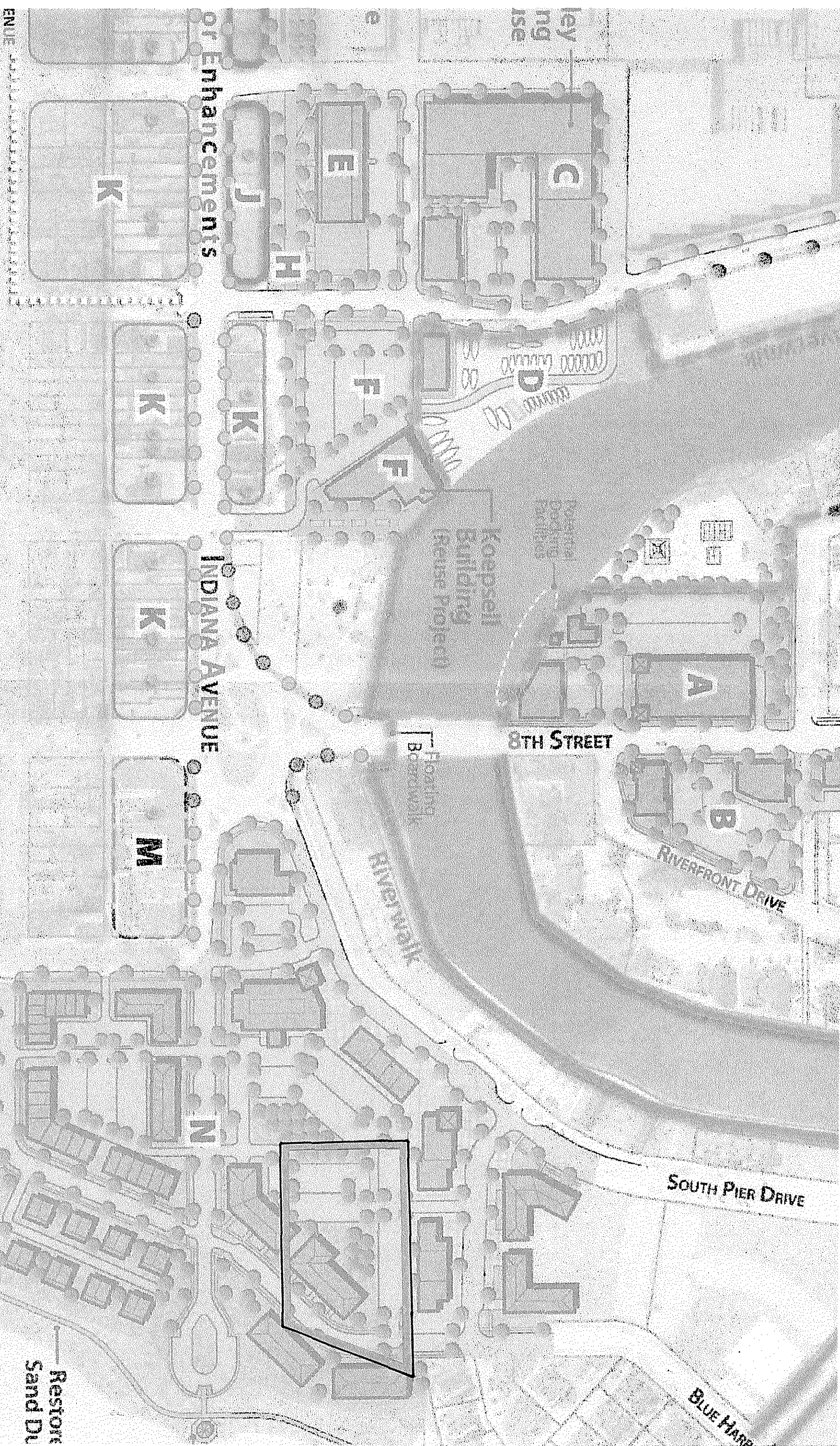


SOUTH PIER DRIVE

Restore
Sand Di

BLUE HARB

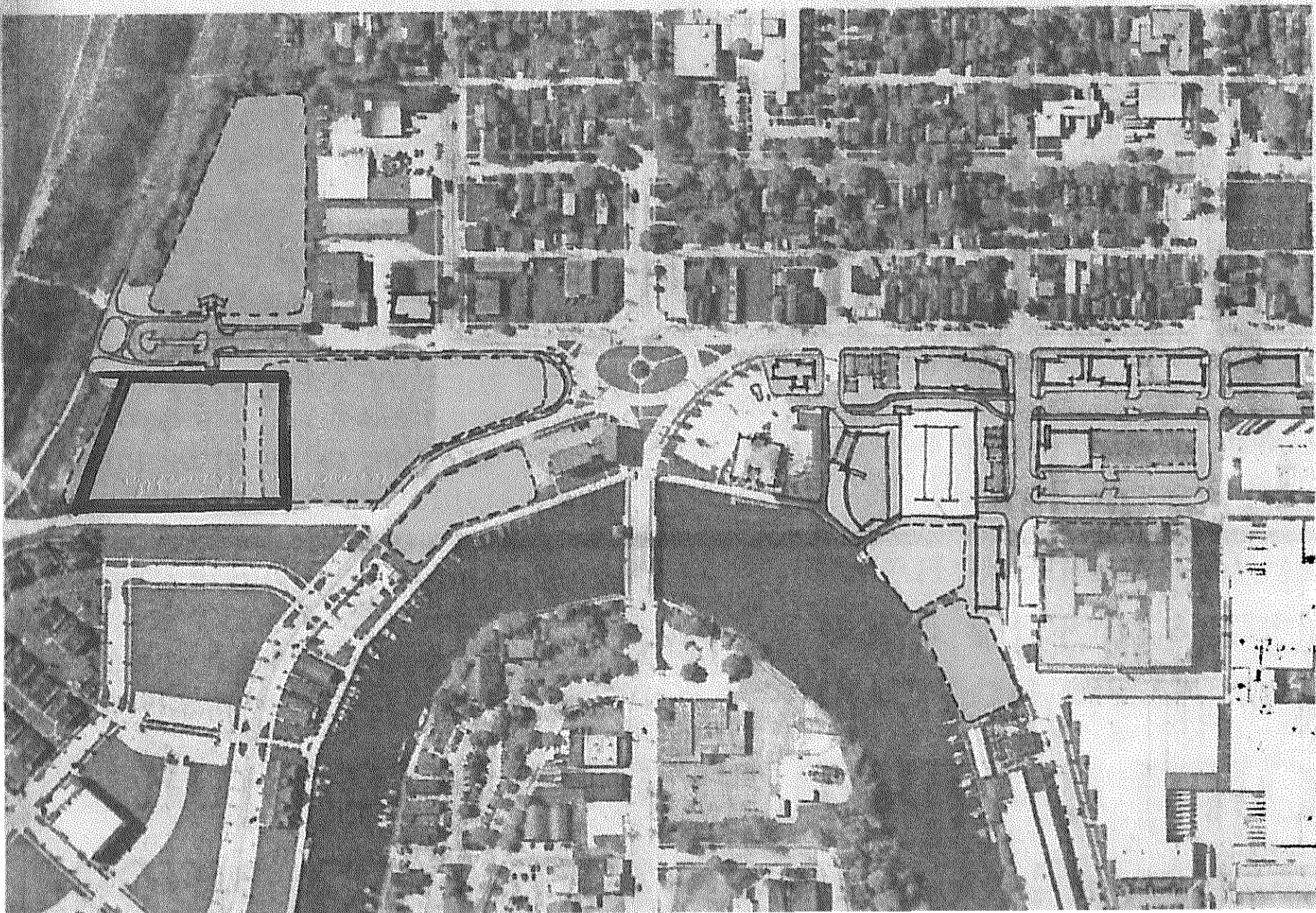
NEIGHBORHOOD REVITALIZATION



200 ACRES

2.6 ACRES

Innovation District potential layout along Indiana Avenue in Sheboygan PHOTO



VI

R. C. No. - 17 - 18 . By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred R. O. No. 264-17-18 by Director of Planning and Development requesting the use of three days of the City's free Blue Harbor Conference Center days to host the 2018 State of Wisconsin Building Inspector's annual state conference on April 18-20, 2018; recommends approving the request.

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

3.2

R. O. No. 264 - 17 - 18. By DIRECTOR OF PLANNING & DEVELOPMENT.
January 15, 2018

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of three days of the City's free Blue Harbor Conference Center days to host the 2018 State of Wisconsin Building Inspector's annual state conference on April 18-20, 2018.

*Finance +
Personnel
approve.*

Director of Planning & Development

III

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE.
February 5, 2018.

Your Committee to whom was referred R. O. No. 268-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2018 and June 30, 2019; recommends granting the following licenses:

CHANGE OF AGENT

David C. Freitag is replacing Wayne F. Kiley as agent effective immediately for VFW Post 9156 located at 552 S. Evans Street.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3307	Umi Sushi & Steak House	519 N. 8 th Street

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2009	Crump, Christopher R.	650 S. Pier Drive Unit 1
2014	Freitag, David C.	3742 N. 12 th Place
1016	Garcia, Beatriz	3119 N. 10 th Street
0335	Garcia, Javier J. (Club)	1525 Alabama Avenue
6112	Guenther, Brett L.	1919 N. 4 th Street
2023	Hagerty, Shawn P.	1612 S. Wisconsin Dr., Howards Grove
2010	Hickmann, Rosemary	1408 Eisner Avenue Apt. 3
2012	Kramer, David J.	711 Redwood, Sheb. Falls
2005	Momma, Catherine M.	2923 Superior Avenue
2006	Rodriguez, Brittney R.	1209 N. 14 th Street
2019	Slaton, Tierra L.	2227 Terrace View Drive #3D
2004	Van Wyk, Benjamin J. (Club)	W4543 Clearview Road, Waldo

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2007	Cobos, Jose J.	2012 S. 11 th Street
2008	Garcia, Bethany B.	929 N. 8 th Street
2022	Hayden, Michael L.	2260 Menchl Drive, Manitowoc

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7740	Galicia, Mario A.	1316 N. 17 th Street
1639	Montes Aguirre, Victor	1301 S. 7 th Street

Consent.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

No. Name

Address

3308 Aurelia Massage Therapy LLC
3311 Breiter Beginnings LLC

4027 S. Business Drive #L03
501 N. 8th Street, Suite 105

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.

7.1

R. O. No. 268 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting various license applications for the period ending December 31, 2018 and June 30, 2019.

City Clerk

CHANGE OF AGENT

David C. Freitag is replacing Wayne F. Kiley as agent effective immediately for VFW Post 9156 located at 552 S. Evans Street.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3307	Umi Sushi & Steak House	519 N. 8 th Street

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2014	Freitag, David C.	3742 N. 12 th Place
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2010	Hickmann, Rosemary	1408 Eisner Avenue Apt. 3
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2005	Momma, Catherine M.	2923 Superior Avenue
2006	Rodriguez, Brittney R.	1209 N. 14 th Street
2019	Slaton, Tierra L.	2227 Terrace View Drive #3D
2004	Van Wyk, Benjamin J. (Club)	W4543 Clearview Road, Waldo

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2008	Garcia, Bethany B.	929 N. 8 th Street
2022	Hayden, Michael L.	2260 Menchl Drive, Manitowoc

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7740	Galicia, Mario A.	1316 N. 17 th Street
1639	Montes Aguirre, Victor	1301 S. 7 th Street

Law Licensing

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

No. Name

Address

3308 Aurelia Massage Therapy LLC

4027 S. Business Drive #L03

3311 Breiter Beginnings LLC

501 N. 8th Street, Suite 105

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred Res. No. 122-17-18 by Alderperson Bohren authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2018 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

III

4.1

Res. No. 122 - 17 - 18. By Alderperson Bohren. January 2, 2018.

A RESOLUTION authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2018 community survey.

WHEREAS: The Office of the City Administrator has identified the need to issue the 2018 community survey in anticipation of the Common Council's update of the 2017 - 2021 Strategic Plan Action Items and Critical Measures, review of the 2018 Executive Budget, and review of progress in meeting goals of the Strategic Plan.

WHEREAS: The survey will be available to citizens by an on-line survey service, Mead Public Library, City Clerk's office and Senior Activity Center.

RESOLVED: That the Office of the City Administrator is hereby authorized to issue the City of Sheboygan 2018 community survey.

*Finance + Personnel
approve*

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. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred Res. No. 123-17-18 by Alderperson Donohue and Bohren authorizing payment of \$53,940 to the Northwestern Lake Michigan Service Area for the purchase of wetland credits for the Sheboygan Business Park expansion; 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

Res. No. 123 - 17 - 18. By Alderpersons Donohue and Bohren. January 15, 2018.

A RESOLUTION authorizing payment of \$53,940 to the Northwestern Lake Michigan Service Area for the purchase of wetland credits for the Sheboygan Business Park expansion.

WHEREAS, in order to proceed with obtaining a permit from the Wisconsin Department of Natural Resources, the city will need to purchase wetland credits to make up for the proposed filling of 0.6 acres of wetlands as it relates to the business center project.

WHEREAS, the wetland credit fees are eligible under the Tax Incremental District 18.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Northwestern Lake Michigan Service Area for \$53,940 and draw orders on Account Number 407661100-521900 in payment of same.

[Handwritten signature]

[Handwritten signature]

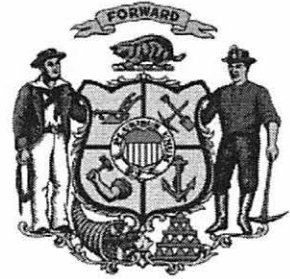
Finances + Personnel approve

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

Please Remit To:
 DNR ACCOUNTS RECEIVABLE
 STATE OF WISCONSIN
 PO BOX 78816
 MILWAUKEE WI 53278-0816



INVOICE
 State of Wisconsin
 Dept of Natural Resources

Bill To:

000001
 CITY OF SHEBOYGAN
 CHAD PELISHEK
 828 CENTER AVENUE STE 104
 SHEBOYGAN WI 53081-4466

Invoice No: 370-000007111
Invoice Date: 1/9/18
Page: 1 of 1

Customer Number: MUNI000219
Payment Terms: NET30
Due Date: 2/8/18

AMOUNT DUE: 53,940.00 USD

Amount Remitted

For billing questions, please call

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount
1		WWCT - 0.87 Adv Cr - Admin	370000000000 015	1.00		5,394.00	5,394.00
2		WWCT - 0.87 Adv Cr - Contingen	370000000000 015	1.00		2,697.00	2,697.00
3		WWCT - 0.87 Adv Cr - NWLkMich	370000000000 015	1.00		45,849.00	45,849.00
Subtotal:							53,940.00
Amount Due:							53,940.00

END OF INVOICE



VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. February 5, 2018.

Your Committee to whom was referred Res. No. 126-17-18 by Alderperson Wolf authorizing advertising bids for the City Hall Renovation Project; 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

4.4

Res. No. 126 - 17 - 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION authorizing advertising bids for the City Hall Renovation Project.

RESOLVED: That the Department of Public Works is authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the renovation of City Hall according to the plans and specifications prepared by Bray Architects, and submit a resume of bides received and accepted to the Common Council for further consideration.

*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

VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. February 5, 2018.

Your Committee to whom was referred Res. No. 127-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of bottom galvanized sheet steel on finger piers and replacement of two finger piers; 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

4.5

Res. No. 127 - 17- 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of bottom galvanized sheet steel on finger piers and replacement of two finger piers.

WHEREAS, the Department of Public Works is waving the competitive bid due to having prior contracts with Floatation Docking Systems for the reskinning project they completed for Harbor Centre in fall of 2017.

RESOLVED: The appropriate City Officials are hereby authorized to enter into a contract with Floatation Docking Systems to replace the galvanized sheet steel on finger piers and replace two finger piers totaling \$79,640.00.

BE IT FURTHER RESOLVED: The appropriate City Officials are hereby authorized to draw orders on account #29037500-621200 Harbor Centre Marina Fund in payment of same.

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



Flotation Docking Systems, Inc.

HARBOR CENTRE MARINA

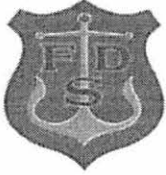
FINGER PIER RESKIN

Submitted To: Matt Bauer

Date: December 14, 2017

Location: Sheboygan, WI.

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ info@flotationdocking.com ~ www.flotationdocking.com



Flotation Docking Systems, Inc.

-PROPOSAL-

Matt Bauer
Harbor Centre Marina
821 Broughton Dr.
Sheboygan, WI. 53081
mbauer@f3marina.com

Re: Finger Pier Reskin and Replacement.

Matt,

Per our recent conversation, the following proposal / contract is for replacement of bottom galvanized sheet steel on finger piers as specified below, along with the replacement of two finger piers. These items were incorporated in our 11/28/17 Repair Estimate with a number of other options. The following project descriptions along with associated pricing have been copied from the above referenced estimate.

Reskinning

The reskinning project we completed for Harbor Centre this fall utilized a flat rate mobilization along with range pricing for different sized finger piers. The project went very well and the actual numbers came in below the low end of our range price. We feel comfortable with this approach, therefore, as reiterated below, we will maintain the same estimated prices as provided on 7/12/16 and then again for the last project.

Mobilization:

Mobilization of crew and equipment would be a flat rate of \$3,420 regardless of quantity or size of finger piers being "reskinned".

Project Qualifications:

- Work site would require **uninterrupted** use of two lanes of your launch ramp.
- Dumpster services for disposal of removed materials would be provided by owner. **The dumpster must be on site when our crew arrives.**
- The proposed repairs would replace bottom galvanized sheet steel only. Should the integrity of upper sheet steel also be compromised, we would recommend replacement of affected section.
- This estimate assumes all polystyrene flotation material is still intact and that current pier liveload is acceptable.
- We would of course perform a reasonable site cleanup in this area after repairs are complete, however a total and "thorough" cleanup would be considered the owners' responsibility.

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ info@flotationdocking.com ~ www.flotationdocking.com



Flotation Docking Systems, Inc.

Range Price Estimate:

Based on previously provided range pricing per size and quantity of fingers, our current estimate is \$5,040 - \$5,760, for two (2) 4' x 45' fingers at slips G19/21 and G35/37.

Reskin F-Dock Fingers

I have discussed this part of the project with both Curt and Eric. Although they both "think" they know how these docks are constructed and what we would have to do to reskin, they aren't certain. We have never pulled one of these fingers out of the water for inspection to determine how to proceed. Therefore, we are estimating with a much higher psf range price and the following qualifications. If construction is as we anticipate when we pull the first section out of the water, repairs should be within the estimated range below. However, if this process reveals a design that is incompatible with our plan, we reserve the right to revise or withdraw our estimate for this portion of the project.

With the above in mind, our estimate to reskin F-Dock finger piers (4 - 4' x 40' and 5 - 4' x 50'), would be \$36,960 - \$49,280.

Replace Two Fingers

Replace finger piers at slips F3/5 and G7/9. We would match existing features, along with including delivery, and installation.

Your cost to replace these two finger piers currently amounts to \$19,590.

Disposal of finger piers being replaced would be an additional \$1,590.

Scheduling

For your planning, as well as ours, I feel it's appropriate to explain our method of scheduling this type of work.

Finger pier replacement could be scheduled for anytime (dependent upon other prior contract commitments) there is no ice and temperatures are above freezing for site welding. However, as you know, our spring schedule is typically very compressed. Therefore, we schedule both production and installation in the order in which we receive contract acceptance.

Finger pier reskinning projects are typically scheduled after Labor Day, during the fall, as we consider this type of work to be more of a maintenance item that is known well in advance, verses a



Flotation Docking Systems, Inc.

necessity to open a marina in the spring. Nevertheless, a small number of fingers in critical condition can be reskinned during the spring / summer, however this possibility would be very much dependent upon our workload and likely would not be committed to in our schedule more than one week in advance due to other more critical issues that may arise.

As we also discussed, should above project description need to be adjusted prior to production due to other necessary repairs, the same would be reflected in a Change Order to this Contract.

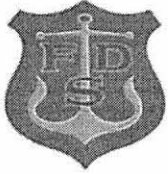
Should you have any questions or comments after your review of the above, please feel free to contact me. If you agree with the above and would like to proceed, please indicate the same with your signature on the attached contract and return copy to us along with deposit.

We appreciate your confidence in the products and services that we provide and look forward to continuing to work with you.

Best regards,

Jeffrey J. Cason

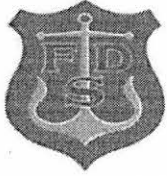
Cc: Cody Carmichael - FDS
Joni Burger - FDS



Flotation Docking Systems, Inc.

CONTRACT TERMS & CONDITIONS

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ info@flotationdocking.com ~ www.flotationdocking.com



Flotation Docking Systems, Inc.

I. Terminology:

- a. "FDS" – Refers to Flotation Docking Systems, Inc.
- b. "Owner" – Refers to the original purchaser of the dock system.
- c. "Dock System" – Refers to the entire floating pier system as described in The Proposal.
- d. "The Proposal" – Refers to attached proposal document that was submitted to the owner (or owner's representative) as a quotation for bidding purposes. Proposal may be modified from original form to reflect changes discussed after the initial bid submittal.
- e. "The Contract" – Refers to the binding agreement between FDS and the Owner, as detailed in The Proposal and this agreement.
- f. "Change Order" – Refers to a document authorizing a deviation from The Proposal and/or Shop Drawings that results in a monetary impact to the Contract value. Both parties must accept all change orders, in writing.
- g. "Shop Drawings" – Refers to project plans which are used for the purpose of dock fabrication.
- h. "Notice of Final Completion" – Refers to a document issued by FDS identifying a project completion date.

II. Entire Agreement:

- a. The terms and conditions of this contract, in its entirety without exception, shall act as a binding agreement between FDS and The Owner. And as such, it shall extend to all officers, board members, future transferees, or any other agent/entity acting under the direction, control, or on behalf of either party.
- b. Any item(s) noted within parenthesis will not detract from this agreement in any way, and shall accordingly be treated as part of The Agreement.

III. Severability:

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IV. Scheduling:

- a. A deposit for the amount indicated above is required to secure The Owner's position in the FDS production schedule.
- b. FDS agrees to fully complete all work required pursuant to this proposal on or before *November 1, 2018 pending acceptance of this contract prior to December 31, 2017*. Should Change Orders or unforeseen conditions occur that would result in a delay in the completion of The Contract, FDS shall notify The Owner of the same within 48 hours of the commencement of the delay.
- c. In the event FDS is delayed by reasons of force majeure, including acts of God, fire, flood, acts of The Owner, abnormal adverse weather conditions, or other causes shown to be without the fault of and beyond the control of FDS (including emergencies requiring immediate attention of FDS crews), FDS reserves the right to unilaterally adjust any portion of the schedule (production, installation, or otherwise).
- d. In the event that a Change Order may delay project completion, FDS shall update The Owner as to the newly anticipated project completion date. If approved by both parties, the updated date shall become the project completion date as set forth above.

V. Completion of Work:

- a. Once all portions of work have been entirely carried out in accordance with The Proposal, Shop Drawings, The Contract, and any Change Orders, FDS shall furnish a Notice of Final Completion to The Owner, which must be signed by both parties.
- b. The Notice of Final Completion shall establish a firm date for the purpose of all warranties and final billing.
- c. Within thirty (30) business days of issuing the Notice of Final Completion, an operations and maintenance manual will be submitted to The Owner.

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Flotation Docking Systems, Inc.

VI. Title & Risk of Loss:

- a. FDS shall retain title of the Dock System until all work has been carried out in accordance with The Proposal *and* paid in full by The Owner.
- b. Risk of loss shall transfer from FDS to The Owner in a piecemeal fashion as individual portions of the Dock System are delivered. For the purpose of this agreement, an item shall be considered "delivered" once it has been transported to the project site (or referenced storage facility) and fully offloaded.

VII. Payment:

- a. Payment to be carried out as stated above on signature page of this agreement.
- b. FDS may deviate from the payment schedule established herein for individual payment applications. Each application shall be accompanied with evidence of work completed via photographs, packing slips, etc.
- c. Any amounts not paid within 30 calendar days of the invoice date are subject to a 1.5% monthly interest rate.
- d. FDS reserves the right to utilize small claims court for any amount(s) under \$5,000 not fully paid within ninety (90) calendar days in accordance with State of Michigan Law.

VIII. Modifications:

- a. In the event that the Owner wishes to alter the dockage design and/or modify terms of this agreement, it must be noted via written Change Order and approved by both parties. All Change Orders shall clearly state the nature of the change, impact to contract value, and reason for modification.
- b. Any changes, modifications, or alterations made to the dock system after FDS has issued the Notice of Final Completion that are not conducted or approved by FDS (in writing) may void any existing warranty partially or entirely.
- c. FDS shall be released from *any and all* liability pertaining to modifications and/or work not conducted or approved by an agent of FDS.

IX. Indemnification:

To the greatest extent allowed by law, as amended over time, the Owner agrees to forever indemnify and hold harmless FDS and its employees/agents against any and all claims, suits, actions, torts, legal or administrative proceedings, demands, judgments, liabilities, attorney/arbitrator fees, and expenses of any nature (or claims thereof) arising out of misuse, injury, death, damage, loss, negligence, breach, or any other matter as it pertains to the dock, so long as FDS has not acted grossly negligent in fabricating the dock system or completing the work is identified in The Proposal.

X. Dispute Resolution:

Except for circumstances that qualify for small claims court as stated in Section VII – Payment (Item D), all disputes that cannot be solved by compromise and/or general discussion shall be addressed via mediation and/or arbitration as follows:

- a. If both parties agree to mediate the dispute they may select a mediator to assist in settling the dispute. The mediator shall be mutually selected, shall be an expert in the area of the dispute, and shall be paid equally by both parties. If the parties are unable to resolve the dispute through mediation then they shall proceed to arbitration pursuant to the terms of this contract.
- b. If the parties are unable to successfully mediate the claim, or choose to forgo mediation, any breach, controversy, dispute or claim arising out of, or relating to this contract shall be settled by arbitration. The parties to this contract are *not allowed to litigate* any disputes regarding this contract in a court of United States of America law. The parties *must* use arbitration rather than litigation to resolve their disputes regarding this contract. The arbitration shall be held in accordance with the American Arbitration Association rules and regulations. In addition the following provisions shall apply:
 - i. If both parties agree, the arbitration hearing may be tried via telepresence.
 - ii. The arbitrator shall be an individual who has substantial experience regarding the nature of the dispute.

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Flotation Docking Systems, Inc.

- iii. The request for arbitration shall be made no later than six months after the party knew, or should have known, of the issue in dispute.
- iv. The arbitrator shall determine who shall pay all arbitration and legal fees, including, but not limited to: American Arbitration Association fees, arbitrators fees, arbitrator's travel costs, damages, etc.
- v. All arbitrations are to be tried under the state of Michigan law. The arbitration hearings shall occur in St. Ignace, Michigan, or Sault Ste. Marie, Michigan.
- vi. The arbitrator's written decision shall be final and binding on all parties.

XI. Design Criteria:

- a. Unless specifically noted otherwise, floating piers, anchorages and connections shall be designed and engineered in accordance with the MDNR Specification for Small Craft Harbors and ASCE Report No. 50, "Small Craft Harbors", dated 2000 or current edition.
- b. As a condition of this agreement, The Owner acknowledges approval of all dockage and/or utility design specifications as stated within the Proposal. Any aspect that is changed or modified as a result of The Owner's review of Shop Drawings shall require a written Change Order as stated in section VIII. – *Modifications*.
- c. In the event that The Owner wishes to utilize an alternate specification for the purpose of designing or engineering any portion of the Dock System, the following shall apply:
 - i. The Owner shall be responsible for securing the services a registered professional engineer for the purpose of establishing the new specification(s).
 - ii. The selected engineer shall be licensed for the state in which the Dock System is to be installed.
 - iii. All expenses for the engineer's service shall be paid entirely by The Owner.
 - iv. If FDS is required to re-engineering unrelated components of the Dock System as a result of the new specification(s), FDS reserves the right to adjust pricing accordingly.
- d. Any additional project specific engineering that may be required/requested shall be completed at The Owner's expense.

XII. Scope of Work:

- a. FDS shall only be responsible for completing work as described in The Proposal.
- b. FDS shall not be responsible for paying any fess, expenses, fines, penalties, or undertaking any other mitigating circumstances due to incorrect/incomplete work of others.
- c. In the event that a Change Order modifies a portion the FDS scope of work as described in The Proposal, either directly or indirectly, the this agreement shall govern the Change Order as if part of the original Contract.

XIII. Breach of contract:

- a. A breach of contract is considered to have occurred when one party has acted in a manner that is inconsistent with this agreement.
- b. In the event that a breach of this agreement were to occur, the breaching party may not sue or take any other legal action against the non-breaching party to this contract.

XIV. Warranties:

- a. FDS warrants to the Owner of the dock system that all products shall be free from defects in materials, workmanship, and/or design under normal use for a period of five years. Any portion of the Dock System that is not engineered and stamped by an FDS appointed independent engineer may not be covered as a part of this warranty. At any time within the warranty period, FDS will replace any part, assembly, or portion thereof deemed defective as revealed by an inspection conducted by an agent of FDS.
- b. FDS does not extend the above warranty to products manufactured by others and used as part of this work (i.e. utility pedestals, sewage pump outs, fuel dispensers, etc.). We will however, endeavor to pursue to a reasonable extent, warranty coverage as provided by the affected product's manufacturer.
- c. FDS shall not be responsible for any damage resulting from any misuse, alteration, or transportation after delivery.
- d. Any/all damage caused by flooding, windstorm, fire, moving ice (thermal expansion, current, or wind driven), or any act of God exceeding the general design criteria shall not be covered by this warranty.

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred Res. No. 128-17-18 by Alderpersons Donohue and Bohren authorizing the Assistant City Attorney to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Maurice A Vreeke vs. City of Sheboygan, ERD Case No. CR201701473, with terms to be discussed in closed session; 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

Other Matters

6-2

Res. No. 128 - 17 - 18. By Alderpersons Donohue and Bohren.
January 15, 2018.

A RESOLUTION authorizing the Assistant City Attorney to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Maurice A. Vreeke vs. City of Sheboygan, ERD Case No. CR201701473, with terms to be discussed in closed session.

RESOLVED: That the Assistant City Attorney is hereby authorized to negotiate and settle ERD Case No. CR201701473, Maurice A. Vreeke vs. City of Sheboygan.

Finance +
Personnel
approve.

J. Bohren
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

IV

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred Gen. Ord. No. 34-17-18 by Alderpersons Donohue and Bohren re-establishing the salary schedule for certain designated elected officials; recommends passing the Ordinance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~A~~

5.1

Gen. Ord. No. 34 - 17 - 18.

By Alderpersons Donohue and Bohren.
January 2, 2018.

AN ORDINANCE re-establishing the salary schedule for certain designated elected officials.

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

Section 1. The following salary schedule is hereby established for the elected part-time Municipal Court Judge, effective the first payday in May each year:

- 2019 2.0% increase \$44,163
- 2020 2.0% increase \$45,046
- 2021 2.0% increase \$45,947
- 2022 2.0% increase \$46,866

Section 2. Part-Time elected officials can engage in outside business activities during normal City Hall office hours.

Section 3. This is a limited hour position; benefit eligibility is limited to WRS contributions only.

Section 4. The following salary schedule is hereby established for the elected full-time City Attorney and City Clerk, effective the first payday in May each year:

City Attorney	City Clerk
2019 2.0% increase \$121,351	2019 2.0% increase \$87,050
2020 2.0% increase \$123,778	2020 2.0% increase \$88,791
2021 2.0% increase \$126,254	2021 2.0% increase \$90,567
2022 2.0% increase \$128,779	2022 2.0% increase \$92,378

Section 5. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 6. Health insurance premium contribution will be consistent with the non-represented employees.

*Finance & Personnel
approve*

Section 7. 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.

Mylyme Nowlan
James A. Boher

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. _____ - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a Summons and Complaint in the matter of US Bank et al vs. Jennifer A. Scheele et al.

*Finances
Personnel*

CITY CLERK

US Bank et al vs. Jennifer A Scheele et al

**Electronic Filing
Notice**Case No. 2017CV000325
Class Code: Foreclosure of MortgageFILED
01-26-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325
Honorable Kent
Hoffmann
Branch 2CITY OF SHEBOYGAN - DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081Process Server
Date 1/31/18 Time 3:50 am/pm
 Personal Substitute
 Posted Corporate

Case number 2017CV000325 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: c0de5f

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 Court01-26-2018
Date

FILED
01-26-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

**US Bank, National Association successor
by merger to U.S. Bank National Association, N.D.
4801 Frederica Street
Owensboro, KY 42301**

Plaintiff,

Case No. 2017CV000325

v.

**Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081**

**U.S. Bank, National Association N.D.
4325 17th Avenue S.
Fargo, ND 58103,**

**Capital One Bank
c/o Corporation Service Company, Registered Agent
1111 E. Main Street, Suite 1600
Richmond, VA 23219,**

**Currahee Financial LLC
c/o Scott M. Israel, Registered Agent
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005,**

**Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104,**

Defendants,

City of Sheboygan –
Department of City Development
828 Center Avenue
Sheboygan, WI 53081

Added Defendant.

AMENDED SUMMONS

**Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00**

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 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to 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, which address is Sheboygan County Courthouse 615 N 6th St, Sheboygan, WI 53081-4692, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, 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: January 18, 2018.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
WI State Bar No. 1086257

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(630) 794-5200
pleadings@il.cslegal.com
50-17-02349
NOTE: This law firm is a debt collector.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

US Bank, National Association successor by merger to U.S. Bank National Association, N.D.
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

Case No. 2017CV000325

v.

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association N.D.
4325 17th Avenue S.
Fargo, ND 58103,

Capital One Bank
c/o Corporation Service Company, Registered Agent
1111 E. Main Street, Suite 1600
Richmond, VA 23219,

Currahee Financial LLC
c/o Scott M. Israel, Registered Agent
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005,

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104,

Defendants,

|

City of Sheboygan –
Department of City Development
828 Center Avenue
Sheboygan, WI 53081

Added Defendant.

AMENDED COMPLAINT

**Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00**

Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a National Association organized and existing under the laws of the United States of America and is engaged in the lending business with offices at the address stated in the captions of these pleadings.

2. Jennifer A. Scheele (“Mortgagor”) is an adult whose last-known address is the address stated in the captions of these pleadings.

3. Mortgagor executed and delivered a Note and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

4. The Mortgage was recorded in the office of the Register of Deeds on 05/25/2004 as Document #1734485, and has been assigned to plaintiff as evidenced by that Assignment attached as an Exhibit.

5. The property has a common address of 824 Wilson Avenue, Sheboygan, WI 53081 and is further described in the Mortgage document as recorded.

6. Pursuant to Chapter 846 of the Wisconsin Statutes, the Court previously entered a judgment of foreclosure and sale in this action. A copy of the order for judgment and judgment is attached as an Exhibit.

7. Plaintiff has leave to amend the Summons and Complaint and all the proceedings in this action, pursuant to Wis. Stat. § 846.09, by making as a defendant any person who is a proper or necessary party thereto.

8. The above named added defendant is joined as a party defendant pursuant to the order for judgment and judgment previously entered in this matter and any interest held by said party, named or unnamed, is subordinate to that held by plaintiff. The party holds the following identified interests:

City of Sheboygan – Department of City Development, by virtue of a Mortgage executed by Jennifer A. Scheele, dated 04/09/2004, and Recorded/registered on 05/25/2004 in the office of the Recorder/Registrar of Deeds of Sheboygan County, Wisconsin, as Document No. 1734485, to secure a note in the original principal sum of \$94,777.33.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) Pursuant to Wis. Stat. § 846.09, entry of an amended judgment of foreclosure and sale foreclosing the rights of each added defendant so as to bar and foreclose each of them from all right, title, and interest in and to the property subject to this action, except the right to apply for surplus in accordance with Wis. Stat. § 846.162.

(2) Any other relief that is just and equitable to the plaintiff.

Date: January 18, 2018.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily E. Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
WI State Bar No. 1086257

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(630) 794-5200
pleadings@il.cslegal.com
50-17-02349
NOTE: This law firm is a debt collector.

Borrower(s) JENNIFER A SCHEELE 824 WILSON AVE SHEBOYGAN WI 53081-6908	Lender U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 53081	Loan Number _____ Date <u>04/09/2004</u> Maturity Date <u>4/01/2034</u> Loan Amount \$ <u>\$94,777.33</u> Renewal Of _____
--	---	---

"I" means each Borrower above, jointly and severally. "You" means the Lender, its successors and assigns.

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: \$94,777.33
Dollars \$ \$94,777.33

plus interest from 4/09/2004 at the rate of 6.240 % per year until maturity.
 Additional Finance Charge - I also agree to pay a nonrefundable fee of \$ _____ and it will be paid in cash.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
 Variable Rate - The (annual) interest rate above may change so as to be _____

Timing and Frequency of Interest Rate Changes - The rate can first change on _____ and can change as often as _____ after that.

Lifetime Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.

Payment Changes - A change in the interest rate will cause a change in: The amount of each scheduled payment. The amount due at maturity.

Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

Payments - I will pay this note as follows:
(a) Interest payments will be due _____
Principal payments will be due _____
(b) This note has 360 payments. The first payment will be in the amount of \$ 622.07 and will be due 5/01/2004. A payment of \$ 622.07 will be due on the 1st day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 4/01/2034.

The Purpose Of This Loan Is Debt consolidation

Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to \$29.00

Early Closure Fee - If I prepay this loan in whole, I will pay you an early closure fee equal to 1% of the original loan amount with a minimum of \$100 and a maximum of \$350 if closed within the first three years

Returned Payment Charge - I agree to pay a fee of \$ \$25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, N.A.)

Separate Security - This loan is secured by separate Mortgage, dated 4/09/2004.
 Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.

824 WILSON AVE
SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

EXHIBIT A

Loan number _____

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
6.2400 %	\$ 120,457.60	\$ 94,777.33	\$ 223,945.20

My Payment Schedule will be:

Number of Payments: 360	Amount of Payments: 622.07	When Payments Are Due: monthly beginning 5/01/2004

Variable Rate

This note contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

The annual percentage rate may increase during the term of this transaction if _____

A rate increase will take the form of _____

If the rate increases by _____% in _____ the _____ will increase to _____. The interest rate may not increase more often than _____, and may not increase more than _____% each _____.

The interest rate will not go above _____%.

Security - I am giving a security interest in

the Goods or Property being purchased.

my deposit accounts and other rights to the payment of money from U.S. Bank, NA.

Collateral securing other loans with you may also secure this loan.

Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than \$ _____ days after it is due equal to \$29.00

(description of other property)
824 WILSON AVE
SHEBOYGAN, WI 53081

Prepayment - If I pay off this note early, I may will not have to pay a penalty.

Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Filing Fees \$ _____ Non Filing Insurance \$ _____

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the schedule date, and prepayment refunds and penalties.

Credit Insurance - Credit life, credit accident and sickness (disability) are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). My (Our) signature(s) below means I (we) want the coverages signed for, and only those coverages.

CREDIT LIFE:

Single. Premium: \$ 6,175.18 Term 120
Date of Birth 8/02/1960 Insured: JENNIFER A SCHEELE X Jennifer A Scheele Date 4/9/04

Joint. Premium: \$ _____ Term _____
Date of Birth _____ 1st Insured: _____ X _____ Date _____
Date of Birth _____ 2nd Insured: _____ X _____ Date _____

CREDIT DISABILITY:

Single. Premium: \$ 2,535.07 Term 120
Date of Birth 8/02/1960 Insured: JENNIFER A SCHEELE X Jennifer A Scheele Date 4/9/04

See the section titled "Monthly Outstanding Balance Insurance Premiums" below for any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

NONE: I/We do not desire credit insurance of any kind on this account. (All borrowers/debtors sign below)

X _____ Date _____ X _____ Date _____

Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

Single Interest Insurance - Single interest insurance (sometimes referred to as VSI) is required. I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ _____ for _____ of coverage.

EXHIBIT A

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "we" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us", "You" or "your" means the Lender and its successors and assigns).

APPLICABLE LAW - You are a North Dakota located in North Dakota. The interest rate, fees and related charges that you can charge for this loan are pursuant to the law of the state of North Dakota, regardless of where this loan is made or where I live. As far as other issues, the law of my state of residence and the law of the state where my property is located will apply.

The date that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or section that begins with a "□" that is not checked does not apply to this loan.

PAYMENTS - Each payment I make on this loan will be applied to the extent of the payments as follows in: (1) monthly outstanding balance insurance premiums (for loans secured by real estate or a personal property residence, if I elect to buy such insurance); (2) accrued interest; (3) principal (as scheduled below); (4) charges other than interest or principal, if any; and (5) prepayment. The portion applied to principal to pay (5) above will be the difference between the scheduled payment amount and the sum of any monthly outstanding balance insurance premium and the accrued interest.

No loan charge will be assessed on any payment when the only delinquency is due to a late charge assessed on earlier payments. The second amount of my final payment will depend on the interest rate (if variable) and my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as if no amount due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rate in effect from time to time. If a payment is not sufficient to pay the accrued interest, as of a scheduled payment date, the second and unpaid interest will be added to principal, and I will earn interest.

Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

THE SECTIONS IN THIS BOX WILL APPLY IF THIS IS A LOAN TO ONE OR MORE INDIVIDUALS FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND THE AMOUNT FINANCED IS \$25,000.00 OR LESS.

DEFAULT - I will be in default on this agreement if either (a) or (b) occurs:

- (a) (1) If the interval between scheduled payments is 2 months or less,
(A) I have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred date; or
- (2) If the interval between scheduled payments is more than 2 months, I have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred date; or
- (3) If the transaction is scheduled to be repaid in a single payment, I have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred date.

For purposes of this paragraph (a) the amount outstanding shall not include any delinquency or default charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due;

(b) I fail to observe any other covenant of the transaction, breach of which materially impairs the condition, value or protection of or the your right in any collateral securing the transaction, or materially impairs my ability to pay amounts due under the transaction.

DEFAULT CHARGES - If I default, I agree to pay the summary costs as specifically authorized by Wis. Stat. § 422.413 which you hear in the disposition of any collateral and any other such charges you incur as authorized by Wis. Stat. Chaps. 421 to 427.

I also agree to pay your reasonable attorney's fees in the event I voluntarily or involuntarily seek relief under the United States Bankruptcy Code; and/or

(b) under the conditions for attorney's fees as provided in Wis. Stat. § 422.411. **RIGHT TO CURE** - Your right to exercise your remedies, as provided below, is subject to my limited right to cure a default and to receive notice of such right. You will provide the notice when required, which will explain my rights. I understand I may have the right to redeem collateral under some conditions.

THE SECTIONS IN THIS BOX WILL APPLY IF THE AMOUNT FINANCED IS MORE THAN \$25,000

DEFAULT - I will be in default on this loan and my agreement securing this loan if:

- 1. I fail to make a payment in full when due; or
- 2. Your prospect of payment, performance, or ability to realize upon any collateral is significantly impaired.

If any of us is in default on this note or any security agreement, you may exercise your remedies against any or all of us.

DEFAULT CHARGES - If I default, I agree to pay the costs you incur to collect this note and to realize on any collateral, including your reasonable attorney's fees.

REMEDIES - Subject to the RIGHT TO CURE section above (if applicable), if I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

- 1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
- 2. You may realize on any property securing this transaction.
- 3. You may demand more security or new parties obligated to pay this loan (or both) to remain for not using any other remedy;
- 4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A.

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, the effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-0-24.)

Grant: I grant to you a security interest in any and all deposit accounts (demand, term, savings, passbook, and specifically including but not limited to any nonfederated time accounts) I currently have or hereafter create with U.S. Bank, N.A. (your affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any credit repurchase agreement, or any account where my only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt I may owe you, now or hereafter.

Urges: You have the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from my accounts, and to comply with your instructions directing disposition of funds in my accounts, including, to apply such funds toward payment of the secured debt. While you have the right to do this at any time, and without notice, it is your present intention to exercise these rights only in the event of my default on this or any other secured obligation, and to provide notice to me.

U.S. Bank, N.A. agrees to comply with your instructions for disposition of funds in my accounts without first obtaining my consent (other than the consent embodied and expressed in this agreement).

I understand that U.S. Bank, N.A. is your affiliate. Section 1 also acknowledges that U.S. Bank, N.A. has a right of setoff in the event I owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

MONTHLY OUTSTANDING BALANCE INSURANCE PREMIUMS - This

section applies to any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home. The insurance premiums for credit life and credit disability insurance are calculated on the monthly outstanding balance method. This means that each month you multiply the loan principal balance by the monthly premium rate (which is a rate per \$100 of debt per month).

Each of the premiums quoted above for credit life and credit disability are the cost of all the monthly premiums for the respective insurance, based on the assumed monthly principal balances. These assumed monthly principal balances assume that the interest rate will remain the same throughout the term of the transaction (which is not likely if this is a variable rate transaction), and that I will make all my payments in full and on time.

If the interest rate increases, and my periodic payment does not increase each month (as is normally how you schedule payments for variable rate transactions) then the amount I will pay for insurance I have bought from you will be more. Likewise, as with the interest rate declines, or if I prepay, the amount for insurance will decrease, as will the amount and length of coverage. In either case, this effect on premium is because the actual monthly principal balances will not be as assumed.

If my insurance from you for credit life or credit disability, the premiums are included in my periodic payments, and in the TOTAL OF PAYMENTS section. If I cancel the insurance before the scheduled maturity date, my periodic payment

AUTOMATIC WITHDRAWAL:

I DO DO NOT want Automatic Withdrawal.

By signing below I authorize you to automatically withdraw my regular payment from my transaction account listed below on each payment date.

Account number for automatic payment:

Jennifer Scheel

ACH CANCELLATION FEE: I agree that if I arrange for automatic payments on this loan, either on this form or otherwise, and if my automatic payments are stopped for any reason not your fault, I agree to pay you an ACH cancellation fee of \$ _____. I understand that automatic payments stop, and must be re-contracted for, if, for example, I close my account (without arranging for automatic payment from another account), there is insufficient funds in the account, or I stop payment on an automatic payment.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 of this agreement. I have received a copy of this document on today's date.

Cosigners - see notice above before signing.

In this notice, "you" refers to the borrowers.

NOTICE TO BORROWER:

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REDUCTION OF THE FINANCE CHARGE.

Signature *Jennifer A. Scheel* Date 4/9/04

Signature _____ Date _____

Signature _____ Date _____

Loan number: _____

AUTHENTICATION BY U.S. BANK, N.A.:

U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication. U.S. BANK N.A.

FOR WISCONSIN RESIDENTS ONLY

Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

Management and Control. If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

X _____
Nonsigning Spouse. The undersigned is married to the borrower signing this note and waives any notice of this extension of credit.

X _____

EXHIBIT A

1734485

SHEBOYGAN COUNTY, WI
RECORDED ON

05/25/2004 08:39AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:

STAFF ID 7
TRANS # 43595

OF PAGES: 7

Return Address:
First American Equity Loan Services, Inc.
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

FACT Order #: [REDACTED]
ALS #: [REDACTED]
Parcel Number: 59281-312650

MORTGAGE
(With Future Advance Clause)

- Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin

Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is April 9, 2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JENNIFER A SCHEELE - *SINGLE*

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SHEBOYGAN at 824 WILSON AVE
(County)
SHEBOYGAN Wisconsin 53081
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

WISCONSIN - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)
© 1994 Bankers Systems, Inc., St. Cloud, MN Form USB-RJMTG-WI 12/20/2001 5100AD 12/01

[REDACTED]
(page 1 of 6)

EXHIBIT B

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3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$.....94,777.33..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.


(page 2 of 6)

EXHIBIT B

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable. Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument. Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as "Property"): all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases"); and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided with this Assignment, and all future Leases and any other information with respect to future Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

22. **CONDEMNATION.** Mortgagee will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagee authorizes Lender to intervene in Mortgagee's name in any of the above described actions or claims. Mortgagee assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. **INSURANCE.** Mortgagee shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the second debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagee subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagee fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagee written notice and allowing Mortgagee a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagee shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagee shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagee shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagee.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagee. If the Property is acquired by Lender, Mortgagee's right to any insurance proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
24. **BESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagee will not be required to pay to Lender funds for taxes and insurance in escrow.
25. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagee will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagee agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagee's obligations under this Security Instrument and Lender's lien status on the Property.
26. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagee signs this Security Instrument but does not sign an evidence of debt, Mortgagee does so only to mortgage Mortgagee's interest in the Property to secure payment of the Secured Debt and Mortgagee does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagee, Mortgagee agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagee or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or co-action laws. Mortgagee agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagee's consent. Such a change will not release Mortgagee from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagee and Lender.
27. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and will not affect the enforceability of the remainder of this Security Instrument. The singular shall include the plural and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and will not affect the enforceability of the remainder of this Security Instrument.
28. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagee. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. **WAIVERS.** Except to the extent prohibited by law, Mortgagee waives all appraisal and homestead exemption rights relating to the Property.
30. **MORTGAGEE'S COPY.** Mortgagee shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
- Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Additional Terms.

FOR WISCONSIN RESIDENTS ONLY:

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriage or family.

..... [Seal] [Seal]
 (Signature) JENNIFER A SCHEELE (Date) (Signature) (Date)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED A PARTIAL REFUND OF THE FINANCE CHARGE.

Jennifer A. Scheele 4/9/14 [Seal] [Seal]
 (Signature) JENNIFER A SCHEELE (Date) (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: *Wisconsin* COUNTY OF *Shelby* ss.
 (Individual) This instrument was acknowledged before me this *9th* day of *April*, 2014
 by *JENNIFER A SCHEELE*

My commission expires: *3/9/08*
 (Seal) *Amanda Fuhrman*
 AMANDA FUHRMAN (Notary Public)

This instrument was drafted by *Diane Delia* of First American Equity Loan Services, Inc. (name).
 1228 Euclid Avenue, 4th Floor
 Cleveland, OH 44115
 800-598-0208



(page 6)

EXHIBIT B

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, WITH A STREET LOCATION ADDRESS OF 824 WILSON AVE; SHEBOYGAN, WI 53081-6908 CURRENTLY OWNED BY JENNIFER A SCHERLE HAVING A TAX IDENTIFICATION NUMBER OF 59281-312650 AND FURTHER DESCRIBED AS LAKE VIEW PARK SUBD. LOTS 13 & 14 BLK 21 & S 1/2 OF VACATED E-W ALLEY ADJ SD LOTS.


824 WILSON AVE; SHEBOYGAN, WI 53081-6908


The use of this Legal Description is limited by the terms and conditions of the FACT Title Report, the FACT Service Level Agreement, and the FACT Master Loan Policy.

EXHIBIT B

FILED
01-09-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325

50-17-02349

U.S. Bank, National Association successor by merger to
U.S. Bank National Association, N.D.

Plaintiff

v.

Case No. 17 CV 325

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association, N.D.
4325 17th Avenue S.
Fargo, ND 58103

Capital One Bank
c/o Corporation Service Company
1111 E. Main Street, Suite 1600
Richmond, VA 23219

Currehee Financial LLC
c/o Scott M. Israel
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104

Defendants

ORDER FOR JUDGMENT AND JUDGMENT

For informational purposes:

Occupancy	Owner occupied
Statute	846.101
Redemption	Six months
Deficiency	No
Receiver	No

The plaintiff having filed the Complaint and proof of service of the Summons on the defendants and an affidavit that the defendants are in default for failure to join issue, and

The plaintiff having moved the Court for judgment according to the demand of the Complaint, and

Each defendant appearing in the action having been served with a notice of motion for judgment, and

Due notice of the pendency of the action was filed in the Office of the Register of Deeds for this County more than twenty (20) days prior to the date of this hearing, and

The Court having received the proof of facts necessary for the Court to render judgment and the Court having determined that the material allegations of the Complaint are true, and it appearing that:

1. The name and place of residence of each party to the action is:

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association, N.D.
4325 17th Avenue S.
Fargo, ND 58103

Capital One Bank
c/o Corporation Service Company
1111 E. Main Street, Suite 1600
Richmond, VA 23219

Currehee Financial LLC
c/o Scott M. Israel
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104

2. That the mortgaged premises consists of a one-to-four family residence that was owner occupied at the commencement of this action, located at 824 Wilson Avenue, Sheboygan, WI 53081, and that said premises cannot be divided for sale in parcels without injury to the interests of the parties.

3. That there is now due and owing to the plaintiff:

Unpaid Principal Balance	\$90,945.18
Accrued Interest	\$27,279.21
Escrow Balance	\$9,805.40
Escrow - Taxes	\$11,493.79
Escrow - Hazard Insurance	\$4,551.00
Escrow - Payments	\$-2,367.80
Property Preservation	\$45.00
Attorney Fees	\$100.00
Grand Total	\$141,851.78

4. That none of the defendants are in the military service or are under guardianship.

NOW, on motion of the Plaintiff's attorney, IT IS FOUND, DETERMINED and ADJUDGED THAT:

5. The material allegations of the Complaint are proven true.
6. That there is due to the Plaintiff from the mortgagor defendant the sum of \$141,751.78, plus attorneys' fees in the amount of \$100.00, which the Court determines to be reasonable, on in all, the sum of \$141,851.78.
7. That all sums hereafter advanced by the Plaintiff for insurance, necessary repairs, and taxes, not included in the judgment total listed above, may be added to the judgment by Order at any time after the entry of judgment.
8. That the mortgaged premises are described as follows:
LOT THIRTEEN (13) AND FOURTEEN (14) AND THE SOUTH ONE-HALF (S1/2) OF VACATED EAST-WEST ALLEY, BLOCK TWENTY-ONE (21) LAKE VIEW PARK SUBDIVISION IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

Tax Key No. 59281-312650

9. That the mortgaged premises consists of twenty (20) acres or less in area and was owner occupied at the commencement of this foreclosure action, and that said premises cannot be divided for sale into parcels without injury to the rights of the parties, and must be sold as a whole.

10. That the premises, unless sooner redeemed, be sold at public auction by and under the direction of the Sheriff at any time upon the expiration of six (6) months from the date when judgment is entered for the amounts due the plaintiff, and said Sheriff shall give public notice of the time and place of such sale in the manner provided by law and by publication in a newspaper published in this County.
11. Said premises shall be sold subject to taxes and assessments, general or special, and any prior liens and encumbrances of record, if any, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action, EXCEPT, if the United States of America is a defendant, it has the right to redeem after sale within the period provided by 28 U.S.C. §2410, and that all of the defendants be forever barred and foreclosed of any right, title, or interest in and to said premises after the confirmation of a sheriff's sale.
12. That after deducting Sheriff's fees and expenses of sale, the proceeds shall first be applied to the amounts due the plaintiff, with interest at the rate of 6.24% per annum, the minimum rate prevailing immediately prior to the default on which the foreclosure is based, and that the surplus, if any, shall be subject to the further Order of this Court.
13. That the Sheriff, after sale, shall make a report to the Court.
14. That the mortgagor defendant may remain entitled to possession of the premises and is entitled to all rents, issues and profits therefrom to the date of confirmation of sale, unless they should abandon the same.
15. That no deficiency judgment shall be entered against the mortgagor defendant.
16. That the defendants and persons claiming under them are enjoined from committing waste or doing any act that may impair the value of the mortgaged premises.
17. Pursuant to Wis. Stat. § 846.09 of the Wisconsin Statutes, the plaintiff is hereby granted leave to amend the Summons, Complaint, and all the proceedings in this action by making as defendant any person who is a proper or necessary party hereto.
18. That there is no such party as JOHN DOE SCHEELE; that all claims against said party are hereby dismissed, and the caption shall reflect accordingly.
19. That the Clerk of this Court will enter the judgment. This order for judgment and judgment is a final order for purposes of appeal.

Dated this 9th day of January, 2018

BY THE COURT:

Electronically signed by Kent Hoffmann
Circuit Court Judge

Judgment of foreclosure entered: _____

BY THE COURT:

By: _____
Judgment Clerk

50-17-02349

II

R. O. No. _____ - 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.

*Financet
Personnel*

CITY CLERK



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."

City of Sheboygan
January 30, 2018
Page 2

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 Creation & Preservation Partners, Inc.			Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County Sheboygan
Mailing address 608 New York Ave			Street address of property 3530 Lower Falls Road		
City Sheboygan	State WI	Zip 53081-4507	City Sheboygan	State WI	Zip 53081
Parcel number 59281216522	Phone (920) 694 - 4554	Email krenzelmann@jmkac.org		Fax () -	

Section 2: Authorized Agent Information

Name / title Daryl Ohland			Company name Wipfli LLP		
Mailing address 2901 E Enterprise Ave, Suite 500			Phone (920) 832 - 2437	Fax (920) 739 - 6707	
City Appleton	State WI	Zip 54913	Email dohland@wipfli.com		

Section 3: Agent Authorization

Agent Authorized for: (check all that apply) <input type="checkbox"/> Manufacturing property assessment appeals (BOA) <input type="checkbox"/> Access to manufacturing assessment system (MAS) <input type="checkbox"/> Wisconsin Department of Revenue 70.85 appeals <input type="checkbox"/> Municipal Board of Review <input checked="" type="checkbox"/> Other <u>refund claims / PR-230</u>	Enter Tax Years of Authorization _____ _____ _____ <u>2017 & 2018</u>
Authorization expires: <u>12 - 31 - 2019</u> <small>(mm - dd - yyyy)</small>	
Send notices and other written communications to: (check one or both) <input checked="" type="checkbox"/> Authorized Agent <input checked="" type="checkbox"/> 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 Sign Here ▶	Owner name (please print) Sam Gappmayer	
	Owner signature 	
	Company or title John Michael Kohler Arts Center, Director	Date (mm-dd-yyyy) 01 -26 - 2018

ATTACHMENT 1

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The parties acknowledge that the above Recitals are incorporated into and made a part of this Agreement.

2. CITY SERVICES

The City agrees to continue to furnish governmental services and benefits to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated educational, institutional, commercial properties and to inhabitants of the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services subject to the same duties and liability and to the same extent as apply to the public generally. Services and benefits included, but not limited by specific enumeration herein, are those typically supported by the property tax, such as fire and police protection, maintenance of public streets and street lights, and snow removal.

3. PILOT PAYMENTS

A. Payment. In recognition of the services outlined in 2 above, for the tax year of 2016, and for the following fourteen (14) tax years, Owner shall pay to the City the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per tax year (collectively, the "PILOT Cost"). Notwithstanding any future changes to the City's portion of the net property tax mill rate or the Property's fair market or assessed value, the PILOT shall remain constant at a flat rate of \$15,000.00 per tax year for the duration of the PILOT. The parties agree that Owner may elect, and has elected, to pay the net present value (using an 8% discount rate) of the PILOT Cost on the Effective Date of this Agreement. Simultaneous with the execution of this Agreement, Owner has paid to the City the amount of \$138,663.55 in full satisfaction of Owner's payment obligations under this Agreement.

B. Use of Payment. The City may use and expend the PILOT hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

4. EXEMPT STATUS

The City has determined that, if the Owner uses the Property for the purpose described to the City or such other purposes consistent with Wis. Stat. § 70.11 (including but not limited to §70.11(4), (14) and (43)), and which will be affirmed in an application for exemption, the Property will qualify for real and personal property tax exemption under Wisconsin law. The City agrees that, if the areas of the Property eligible for tax exemption are limited, the Owner may designate to the fullest extent allowed by the law, which areas of the Property are to be treated as tax exempt for purposes of this Agreement. The City will not contest such designation of the Owner so long as this Agreement remains in effect. The City agrees to continue to recognize the property tax exempt status of the Property for 2016 and all subsequent years unless there is a change in use of the Property or a change in Wisconsin Statutes that would specifically change the status of the Property from exempt to taxable. The City Assessor may review the

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or its 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

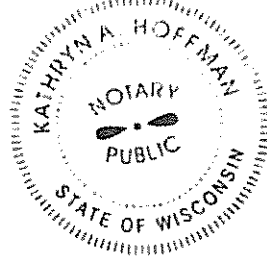
By: Michael J. Vandersteen
Name: Michael J. Vandersteen
Its: Mayor

By: Susan Richards
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
My commission expires 1/27/18

Creation and Preservation Partners, Inc.

By: [Signature]

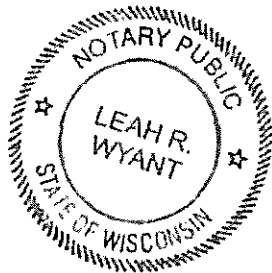
Name: Steven E. Woods

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.



[Signature]
Notary Public – State of Wisconsin
My commission expires permanet

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 CITY OF SHEBOYGAN
 Alt. Parcel #: 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 40% 160% GL) Block/Condo Bldg:
 28-15N-23E

Tax Bill #:	Net Mill Rate	0.024212981	Installments		Total
	Gross Tax		0.00		
	School Credit		0.00		
Land Value	0	Total	0.00	1	01/31/2017
Improve Value	0	First Dollar Credit	0.00	2	07/31/2017
Total Value	0	Lottery Credit	0.00		
Ratio	0.9966	0 Claims	0.00		
Fair Mrkt Value	0	Net Tax	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
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Key: Payment Type: A - Adjustment, R - Redemption, T - Tax



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 <input type="checkbox"/> Sole proprietorship <input checked="" type="checkbox"/> WI Chapter 181 corporation <input type="checkbox"/> WI unincorporated nonprofit association <input type="checkbox"/> Other (<i>please explain</i>): 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:	
<input type="checkbox"/> Agricultural Fair <input type="checkbox"/> YMCA/YWCA <input type="checkbox"/> Cemetery <input type="checkbox"/> Farmer's Temple <input type="checkbox"/> Held for Public Interest <input type="checkbox"/> Industrial Development Agencies <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Mental/Physical Disabled Camp <input type="checkbox"/> Local Exposition <input type="checkbox"/> Educational <input type="checkbox"/> Women's Club	<input type="checkbox"/> Library <input type="checkbox"/> Fire Company <input type="checkbox"/> Lions Camp <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Housing <input type="checkbox"/> Waste Treatment <input type="checkbox"/> Humane Society <input type="checkbox"/> Railroad Historic Society <input type="checkbox"/> Historic/Architectural <input type="checkbox"/> Religious <input type="checkbox"/> Historical Society
<input type="checkbox"/> Rehabilitation <input type="checkbox"/> Military <input type="checkbox"/> Bible Camp <input checked="" type="checkbox"/> Art Gallery <input type="checkbox"/> Disability Camps <input type="checkbox"/> Radio Station <input type="checkbox"/> Youth Hockey <input type="checkbox"/> Youth Baseball Association <input type="checkbox"/> Dependent & Development Disability <input type="checkbox"/> Professional Sport/Entertainment Stadium <input type="checkbox"/> Other (<i>please explain in the "Additional Information" box on page 4</i>)	
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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If Yes, what is the amount of the fee charged or revenue earned?	
12. Do you provide any free service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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) <input checked="" type="checkbox"/> N/A _____ %	
14. Do you provide service to anyone at below market or reduced rates? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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):

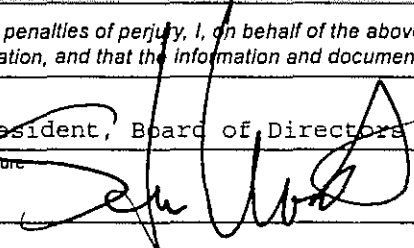
1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum 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 President, Board of Directors	Telephone (920) 458 – 6144	Date 1-29-10
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, Question #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.

Letter 947

CREATION AND PRESERVATION PARTNERS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Tamera Ripperda". The signature is written in a cursive style with a large, sweeping initial 'T'.

Director, Exempt Organizations

CREATION AND PRESERVATION PARTNERS

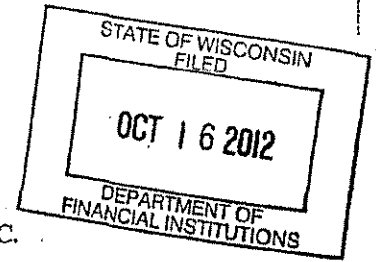
This supersedes our letter dated December 2, 2012, which was issued with an incorrect effective date. We have updated our records to reflect the correct effective date, as shown in the heading in this letter.

RECEIVED

OCT 15 2012

WISCONSIN
DFI

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

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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

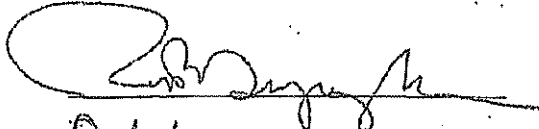
In the event of the dissolution of the Creation and Preservation Partners, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Creation and Preservation Partners, distribute all of the assets of the Creation and Preservation Partners, as the Arts Center directs, exclusively to the Arts Center or to the Arts Center and/or

Sheboygan, Wisconsin 53081-4507. The name of the registered agent at such address is Ruth DeYoung Kohler.

ARTICLE X
Incorporator

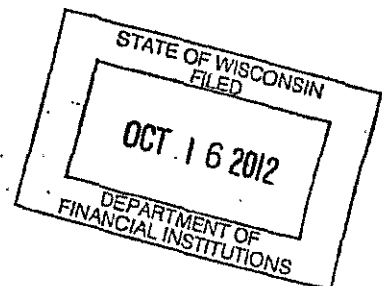
The name and address of the incorporator is Ruth DeYoung Kohler, 608 New York Avenue, Sheboygan, Wisconsin 53081-4507.

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



**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 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

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

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.

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.

Creation and Preservation Partners, Inc.

EIN: 46-1273322

Form 1023 Attachments

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.

Creation and Preservation Partners, Inc.

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Attachment V, 3a

<i>Name</i>	<i>Qualifications (Resumes available upon request)</i>	<i>Average Hours Worked</i>	<i>Duties</i>
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

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Attachment: Part V, Line 5a

CONFLICT OF INTEREST POLICY

(SEE ATTACHED)

- 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.

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.

**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 _____.)

<u>Name of Business or Organization</u>	<u>Position or Relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 _____.)

Creation and Preservation Partners, Inc.

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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).

Creation and Preservation Partners, Inc.

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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.

Creation and Preservation Partners, Inc.

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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.

Creation and Preservation Partners, Inc.

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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.

Creation and Preservation Partners, Inc.

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Form 1023 Attachments

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

Received Date: FILED
01/17/2018

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1678

For calendar year 2016, or fiscal year beginning _____, 2016, and ending _____ 20 _____

2016

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo

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	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	3,339,126.
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	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

I authorize **WIPFLI LLP**

ERO firm name

to enter my PIN **12345**

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 

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

LHA For Paperwork Reduction Act Notice, see instructions.

422330-33

Form **8879-EO** (2016)

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2016
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ 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.

A For the 2016 calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization CREATION AND PRESERVATION PARTNERS, INC.		D Employer identification number 46-1273322
	Doing business as		E Telephone number 920-458-6144
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 3,339,126.
	608 NEW YORK AVENUE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	City or town, state or province, country, and ZIP or foreign postal code SHEBOYGAN, WI 53081		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
F Name and address of principal officer: STEVE WOODS SAME AS C ABOVE		H(c) Group exemption number ▶	
J Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: ▶ N/A			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> 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 <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
Activities & Governance	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.
	Revenue
8 Contributions and grants (Part VIII, line 1h) 8 605,411.	Prior Year 3,335,357.
9 Program service revenue (Part VIII, line 2g) 9 0.	Current Year 0.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 10 0.	3,769.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 11 0.	0.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 12 605,411.	3,339,126.
Expenses	
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 13 0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4) 14 0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 15 0.	0.
16a Professional fundraising fees (Part IX, column (A), line 11e) 16a 0.	0.
b Total fundraising expenses (Part IX, column (D), line 25) 16b 0.	0.
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 17 503,785.	476,665.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 18 503,785.	476,665.
19 Revenue less expenses. Subtract line 18 from line 12 19 101,626.	2,862,461.
Net Assets or Fund Balances	
20 Total assets (Part X, line 16) 20 2,170,166.	Beginning of Current Year 5,052,406.
21 Total liabilities (Part X, line 26) 21 4,275.	End of Year 24,054.
22 Net assets or fund balances. Subtract line 21 from line 20 22 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 AMANDA VANNATTA	Preparer's signature AMANDA VANNATTA	Date 10/31/17	Check if self-employed <input type="checkbox"/>	PTIN 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 [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

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 (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
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? <i>If "Yes," complete Schedule I, Parts I and II</i>		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? <i>If "Yes," complete Schedule I, Parts I and III</i>		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? <i>If "Yes," complete Schedule J</i>		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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
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? <i>If "Yes," complete Schedule L, Part I</i>		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? <i>If "Yes," complete Schedule L, Part I</i>		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? <i>If "Yes," complete Schedule L, Part II</i>		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? <i>If "Yes," complete Schedule L, Part III</i>		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? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		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? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		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? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		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? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	X	

Note. All Form 990 filers are required to complete Schedule O

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

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 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.		
1a	3		
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?		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?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	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?	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?	X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	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		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?		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?	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	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	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	X	
12c			
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?		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		X
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
15b			
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?		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 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 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: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> 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? 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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? 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: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	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? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	X	
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?		X
3b	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		

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						<input type="checkbox"/>

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		<input type="checkbox"/>
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		<input type="checkbox"/>
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		<input type="checkbox"/>
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		<input type="checkbox"/>
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		<input type="checkbox"/>

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? <i>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.</i>	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)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		X
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		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)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		X
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>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.</i>		
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)? <i>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.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>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).</i>		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?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
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? <i>If "Yes," provide detail in Part VI.</i>		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? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		X
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		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))? <i>If "Yes," provide detail in Part VI.</i>		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? <i>If "Yes," provide detail in Part VI.</i>		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? <i>If "Yes," provide detail in Part VI.</i>		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)? <i>If "Yes," answer 10b below.</i>		X
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

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		(A) Prior Year	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).

Name of organization CREATION AND PRESERVATION PARTNERS, INC.	Employer identification number 46-1273322
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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 <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	JOHN MICHAEL KOHLER ARTS CENTER, INC. 608 NEW YORK AVENUE SHEBOYGAN, WI 53081	\$ 325,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	RUTH DEYOUNG KOHLER 403 RIDGE COURT KOHLER, WI 53044	\$ 2,500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization CREATION AND PRESERVATION PARTNERS, INC.	Employer identification number 46-1273322
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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	

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 Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d 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 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 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

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
--	--

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.

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.

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	No
JOHN MICHAEL KOHLER ARTS CENTER, INC. - 39-1085180, 608 NEW YORK AVENUE, SHEBOYGAN, WI 53081	TO ENCOURAGE & SUPPORT INNOVATIVE EXPLORATION IN THE ARTS.	WISCONSIN	501(C)(3)	LINE 7	N/A		X

Part 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		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
o Sharing of paid employees with related organization(s)	X	
p Reimbursement paid to related organization(s) for expenses	X	
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		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)			

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.

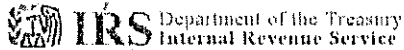
4. **STIPULATED USAGE**: The leased premises are to be used for agricultural purposes only. The TENANT covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

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



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

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

MAY 10 1964
TAMM 3-117

TAX ID: 39-1085180

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

Handwritten notes:
10-1-64
10-1-64
10-1-64

PURPOSE	
Charitable and Educational	
ADDRESS HEREIN & FILE RETURN WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Milwaukee, Wisconsin	
FORM 5377-A REQUIRED	APPLICABLE PERIOD
<input type="checkbox"/> Yes <input type="checkbox"/> No	1964-1964

Continued

Based upon the evidence submitted, it is held that you are exempt from Federal income tax on an organization like described in section 501(c)(3) of the Internal Revenue Code, as it is exempt that you are exempt and operated exclusively for the purposes shown above. Any questions concerning these laws 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 in exempt status, unless you are subject to the tax on unrelated business income imposed by section 514 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any change in your status, purpose or method of operation should be reported immediately to your District Director for consideration of their effect upon your exempt status. You should also report any change in your name or address. Your liability for filing the annual information return, Form 990, is not less than one. That return, if required, must be filed after the close of your annual accounting period individual years.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Expenses, salaries, salaries, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2104 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.)

*Original surrendered
to Pres. May 24/64
1964?*

Very truly yours,

F. W. Worley
Chief, Exempt Organizations Branch

Internal Revenue Service

DEC 9 1982

Department of the Treasury

District
Director

Sheboygan Arts Foundation
608 New York Ave
Sheboygan, WI 53081

Person to Contact: *TAXPAYER SERVICE DIVISION*

Telephone Number: *1-800-652-9662 (TOLL FR)*

Refer Reply to: *EP/EO*

Date: *DEC 07 1982*

Form Number: 990

Period Ended: *7 912, 8 012*

Exempt Status: *501 (C) (3)*

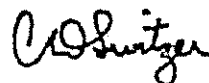
We are pleased to tell you that as a result of our examination for the above periods, we will continue to recognize your organization as tax exempt. Your return for the above period has been accepted as filed.

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,



District Director

Attachment(s)

- A. During the examination, it was determined you did not timely file Forms 940, Employer's Annual Federal Unemployment Tax Return and/or Forms 941, Employer's Quarterly Federal Tax Return, for wages paid to employees. As required by Regulations section 31.6011(a)-3 and 31.6011(a)-4, you are liable for filing Forms 940, 941 and W-2 when wages are paid for services rendered.
- B. Our review of your return, Form 990 (Form 990-PF) and related records, indicated that you did not file Forms 1099. As required by IRC 6041, you are liable for issuing Forms 1099 to recipients of prizes, awards and/or fees of \$600 or more during a calendar year. Even though we have secured the above delinquent returns, your organization may be responsible for its filing requirements in subsequent years.
- C. During the examination of your Form 990 (Form 990-PF), it was noted that you combined different sources of income under the line item "Gross Receipts." Although receipts were reported, you should avoid combining dissimilar types of income and reporting the aggregate figure as a single amount. When filing subsequent year returns, indicate each source of income on the appropriate line of your return. (See Box H for explanation)
- D. During the examination of your Form 990 (Form 990-PF), it was noted that some amounts shown on the balance sheet did not reflect the amounts recorded in your books of account. For subsequent 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

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

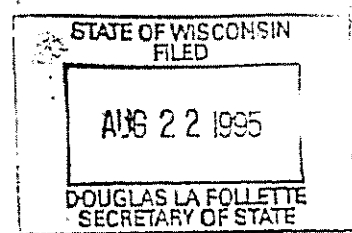
Upon dissolution of the Corporation, the assets remaining after paying or making provision for the payment of the liabilities of the Corporation shall be distributed in a manner determined by the Board of Directors exclusively for the purposes of the Corporation or to one or more organizations which 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 Chlebowski
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

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.

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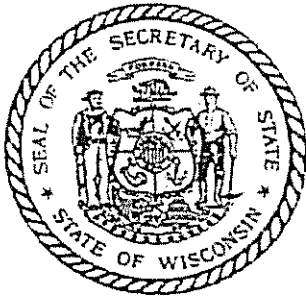
State of Wisconsin

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	CD LKH	\$4.00



Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State

RECORDED
SHEBOYGAN COUNTY, WI

Douglas La Follette 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.

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(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.

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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

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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.

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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.

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(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

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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

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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

**Revisions from Governance Committee
July 14, 2015**

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.

**Revisions from Governance Committee
July 14, 2015**

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

Received Date: FILED
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:

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 its 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.

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

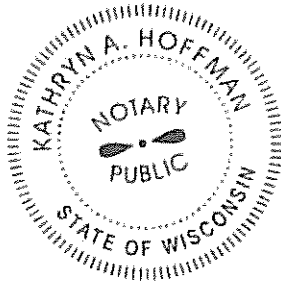
By: Michael J. Vandersteen
Name: Michael J. Vandersteen
Its: Mayor

By: Susan Richards
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
My commission expires 1/27/18

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.



CERTIFIED SURVEY MAP NO.

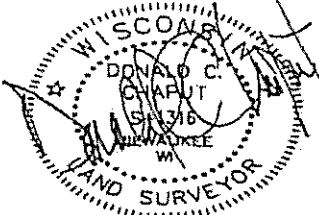
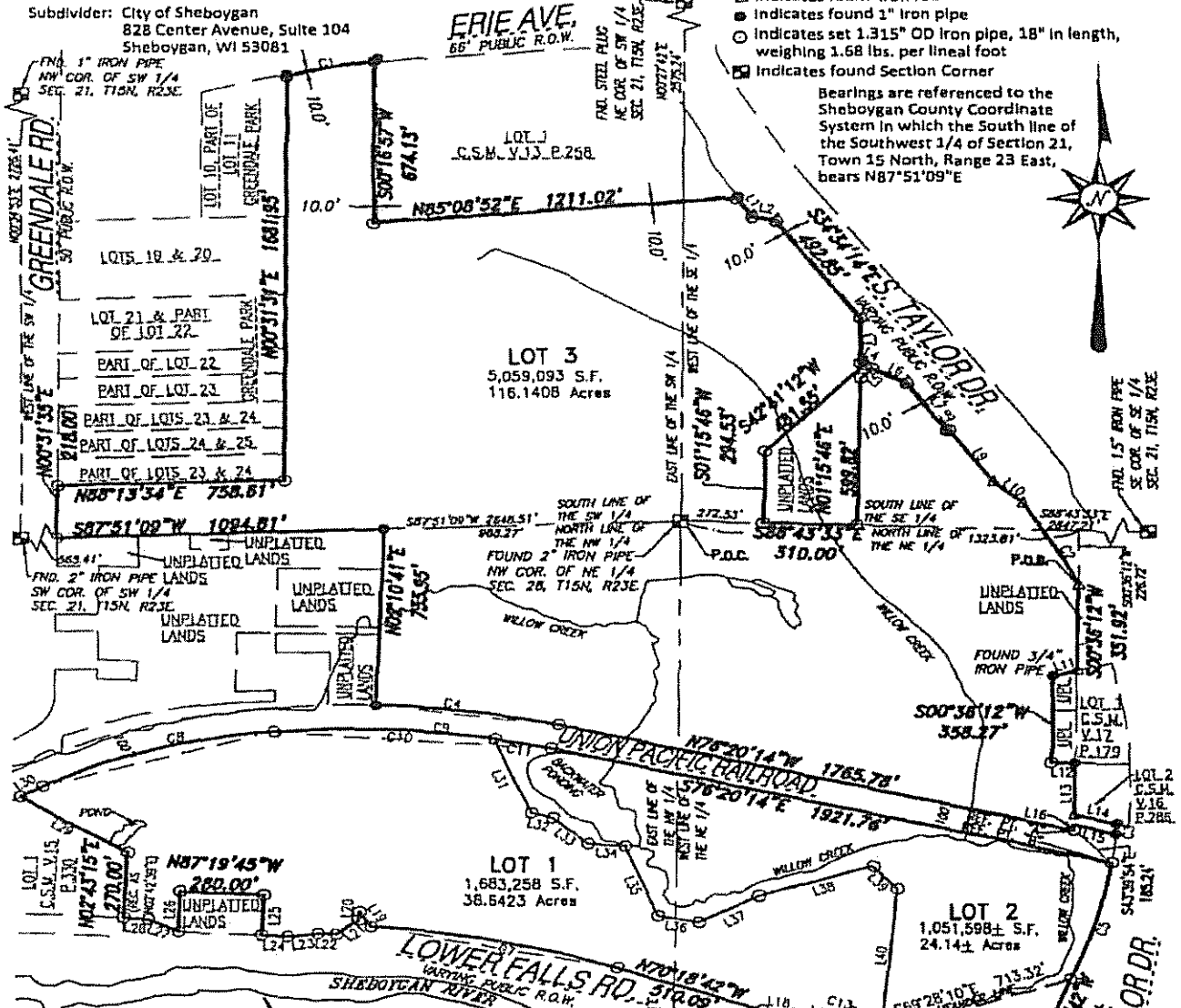
A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and 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

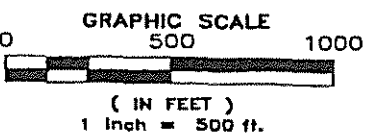
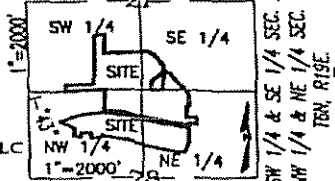
ERIE AVE.
66' PUBLIC R.O.W.

- △ 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



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 5-1316

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.

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;

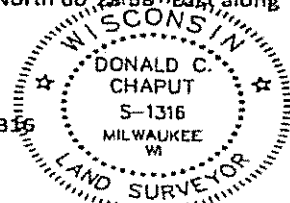
Commencing at the NW corner of the NE 1/4 of said Section 28; thence South 88°43'33" East along the North line of said 1/4 Section 1323.81 feet to a point; thence South 00°36'12" West 226.72 feet to the point of beginning of lands described hereinafter; thence South 00°36'12" West 351.92 feet to a point, 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)

May 17, 2016
DATE


DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

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 3 OF 5
Drawing No. 2242-dmb

VOL 27 PAGE 217

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 feet 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.

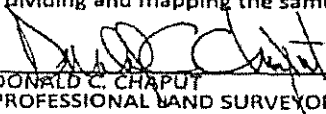
THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

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.

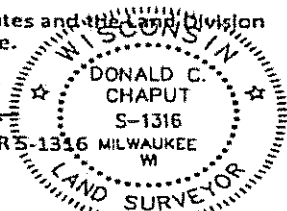
May 17, 2016
DATE

CHAPUT LAND SURVEYS LLC

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www.chaputlandsurveys.com


DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

This instrument was drafted by Donald C.
Chaput Professional Land Surveyor S-1316



SHEET 4 OF 5
Drawing No. 2242-dmb

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.

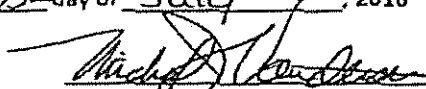
OWNER'S CERTIFICATE

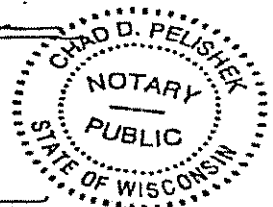
THE CITY OF SHEBOYGAN, a Wisconsin municipality, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said municipality caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map 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 5.236.20 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 25 day of July, 2016


In the presence of:


Mike Vandersteen, MAYOR



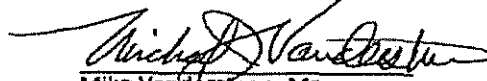
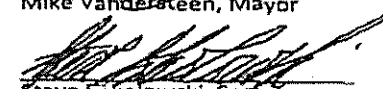
STATE OF WISCONSIN)
:SS
SHEBOYGAN COUNTY)

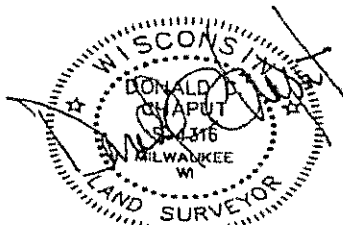
Personally came before me this 25 day of July, 2016, Michael Vandersteen of THE CITY OF SHEBOYGAN, a Wisconsin municipality, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability 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



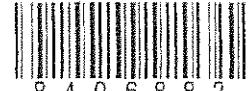
CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

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

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

VOL 27 PAGE 219



8 4 0 6 8 8 2
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.

4

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

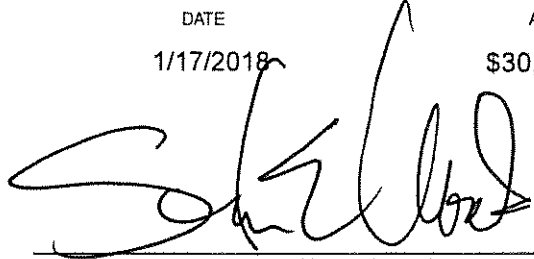
 **BankFirst**
NATIONAL For Better Banking,
Think First.
BankFirstNational.com
79-113-759

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

⑈001426⑈ ⑆075901134⑆ 2⑈550⑈8791⑈

Creation & Preservation Partners, Inc.

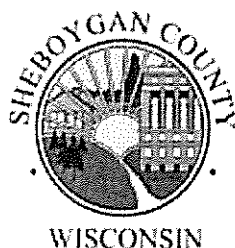
1426

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



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



(<http://www.gcssoftware.com>)

2017 Real Estate Property Tax Receipt Payment Date: 1/30/2018 12:29:24 PM

Tax District: CITY OF SHEBOYGAN

County: SHEBOYGAN COUNTY

Parcel #: 59281216522

Alt. Parcel #:

Plat:

Legal Description: THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.

Owner Name: CREATION & PRESERVATION PARTNERS, INC.

Owner Address: 608 NEW YORK AVE SHEBOYGAN WI 53081-4507

Property Address: 3530 LOWER FALLS RD

Section/Town/Range: 28-15N-23E

Acres: 30.520

Block/Condo Bldg:

Batch: 700031

Payment Amount Received: \$30,542.94

Tax Amount Paid: \$30,542.94

Overpayment: \$0.00

Cashier: Teller 1 WBTD

II

R. O. No. _____ - 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*

CITY CLERK

Claim 27-17



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](#).”

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 its 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

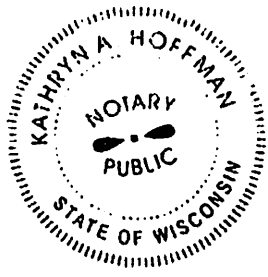
By: Michael J. Vandersteen
Name: Michael J. Vandersteen
Its: Mayor

By: Susan Richards
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
My commission expires 1/27/18

Creation and Preservation Partners, Inc.

By: [Signature]

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.



[Signature]
Notary Public – State of Wisconsin
My commission expires permanent

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

Payee City of Sheboygan
Vendor ID Sheboygan, City of

Account #:

Attachment #2

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

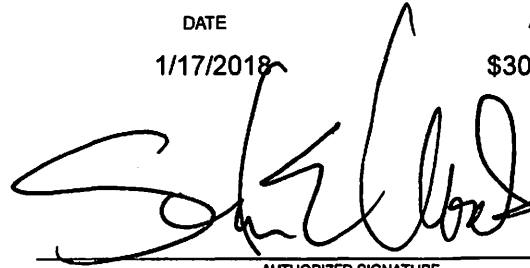
 For Better Banking,
Think First.
BankFirstNational.com
79-113-759

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



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



(<http://www.gcssoftware.com>)

2017 Real Estate Property Tax Receipt Payment Date: 1/30/2018 12:29:24 PM

Tax District: CITY OF SHEBOYGAN

County: SHEBOYGAN COUNTY

Parcel #: 59281216522

Alt. Parcel #:

Plat:

Legal Description: THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.

Owner Name: CREATION & PRESERVATION PARTNERS, INC.

Owner Address: 608 NEW YORK AVE SHEBOYGAN WI 53081-4507

Property Address: 3530 LOWER FALLS RD

Section/Town/Range: 28-15N-23E

Acres: 30.520

Block/Condo Bldg:

Batch: 700031

Payment Amount Received: \$30,542.94

Tax Amount Paid: \$30,542.94

Overpayment: \$0.00

Cashier: Teller 1 WBTD

Notes:

CK1426 30542.94 CREATION



(<http://www.gcssoftware.com>)

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 Creation & Preservation Partners, Inc.			Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County Sheboygan
Mailing address 608 New York Ave			Street address of property 3530 Lower Falls Road		
City Sheboygan	State WI	Zip 53081-4507	City Sheboyan	State WI	Zip 53081
Parcel number 59281216522	Phone (920) 694 - 4554		Email krenzelmann@jmkac.org		Fax () -

Section 2: Authorized Agent Information

Name / title Daryl Ohland			Company name Wipfli LLP		
Mailing address 2901 E Enterprise Ave, Suite 500			Phone (920) 832 - 2437	Fax (920) 739 - 6707	
City Appleton	State WI	Zip 54913	Email dohland@wipfli.com		

Section 3: Agent Authorization

Agent Authorized for: (check all that apply)		Enter Tax Years of Authorization	
<input type="checkbox"/> Manufacturing property assessment appeals (BOA)	_____	_____	
<input type="checkbox"/> Access to manufacturing assessment system (MAS)	_____	_____	
<input type="checkbox"/> Wisconsin Department of Revenue 70.85 appeals	_____	_____	
<input type="checkbox"/> Municipal Board of Review	_____	_____	
<input checked="" type="checkbox"/> Other <u>refund claims / PR-230</u>	_____	2017 & 2018	
Authorization expires: <u>12 - 31 - 2019</u> <small>(mm - dd - yyyy)</small>			
Send notices and other written communications to: (check one or both) <input checked="" type="checkbox"/> Authorized Agent <input checked="" type="checkbox"/> 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 Sign Here ▶	Owner name (please print) Sam Gappmayer	
	Owner signature 	
	Company or title John Michael Rohlke Arts Center, Director	Date (mm-dd-yyyy) 01 - 26 - 2018

II

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

Submitting a communication from Vong Xiong requesting a waiver from the Sex Offender Residency requirements in order to reside at 1432 North 10th Street.

Public Safety

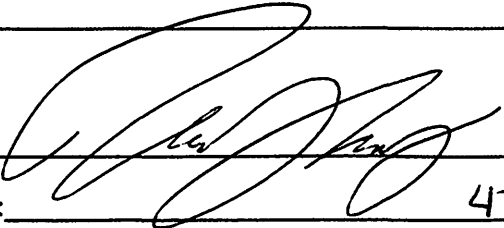
CITY CLERK

Date: 1/18/18'

My name is: Vong Xiong

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

1432 N. 10th St
Sheboygan WI 53081

Signature: 
Phone Number: 479-227-1112

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

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

Thank you for all your cooperation in the matter.

1. The first part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

3. The third part of the document is a list of names and addresses of the members of the committee.

4. The fourth part of the document is a list of names and addresses of the members of the committee.

5. The fifth part of the document is a list of names and addresses of the members of the committee.

6. The sixth part of the document is a list of names and addresses of the members of the committee.

III

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

Submitting a communication from Phoenix Reyes requesting a waiver from the Sex Offender Residency requirements in order to reside at 1123/1125 North 14th Street or 930A Michigan Avenue.

Public Safety

CITY CLERK

FEB 1 '18 AM 11:44

Date: 8/21/17

My name is: Phoenix Reyes

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

1123 / 1125 N. 14th St Sheboygan WI or
930A Michigan Ave Sheboygan WI

Signature: Sandra Putes for Phoenix Reyes

Phone Number: (920) 918-8058

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

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

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Thomas Wirth requesting a waiver from the Sex Offender Residency requirements in order to be placed at a TLP at either 1123/1125 North 14th Street or 930A Michigan Avenue depending on availability.

Public Safety

CITY CLERK

Scott Walker
Governor

Jon E. Litscher
Secretary



**Division of Community
Corrections**

Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

**State of Wisconsin
Department of Corrections**

January 31, 2018

Re: City of Sheboygan Sex Offender Ordinance

FEB 1 '18 AM 11:44

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Thomas Wirth in order for Mr. Wirth to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink, appearing to read "Josh Butzen".

Josh Butzen
Probation/Parole Agent 70802
(920) 918-7894

III

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

Submitting a communication from Michael W. Slinker requesting a waiver from the Sex Offender Residency requirements in order to reside at a TLP at either 1123/1125 North 14th Street or 930A Michigan Avenue.

Public Safety

CITY CLERK

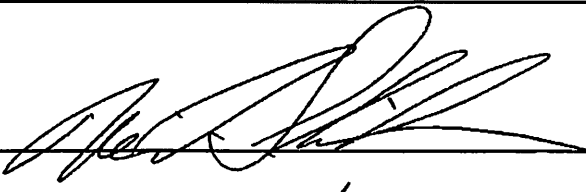
FEB 1 '18 AM 11:44

Date: 1/31/18

My name is: Michael W. Slinker

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
TLP: 930 A Michigan Ave, Sheboygan WI 53081

or 1123 or 1125 N. 14th St. Sheboygan. WI 53081

Signature: 

Phone Number: N/A

*Please contact Agent Josh Butzen #918-78961
regarding the meeting*

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

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

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Zachary Shane Carlin requesting a waiver from the Sex Offender Residency requirements in order to reside at 910 New York Avenue.

Public Safety

CITY CLERK

Date: JANUARY 23, 2018

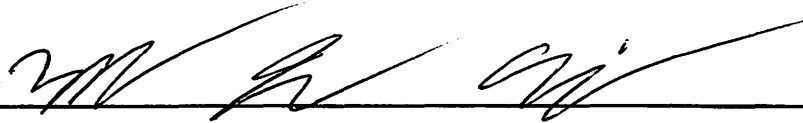
JAN 30 '18 AM 11:49

My name is: ZACHARY SHANE CARLIN

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

910 NEW YORK AVE EAST SHEBOYGAN WI 53081

Signature: _____



Phone Number: (414)-308-8605

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

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

Thank you for all your cooperation in the matter.

II

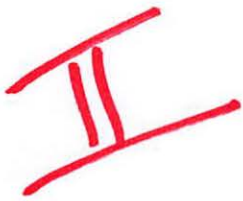
R. O. No. _____ - 17 - 18. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
February 5, 2018.

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 October 1, 2017 and ending December 31, 2017.

	2015 Actual	Y-T-D 12/31/16	2016 Actual	Y-T-D 12/31/17	2017 Goals
<u>Patrol and Investigations</u>					
Homicide	0	1	1	0	0
Rape	22	20	20	24	10
Robbery	14	10	10	11	15
Aggravated Assault	124	100	100	85	90
Violent Crime Total	160	131	131	120	125
Burglary	128	119	119	91	115
Theft	991	908	908	702	900
Motor Vehicle Theft	31	36	36	32	30
Arson	4	5	5	12	5
Property Crime Total	1154	1068	1068	837	1050
Percent of Offenses Cleared	53 %	55%	55 %	80%	70 %
Value of Property Stolen	\$510,385	\$497,952	\$497,952	\$554,070	\$500,000
Value of Property Recovered	\$143,730	\$204,714	\$204,714	\$184,216	\$200,000
Percent of Stolen Recovered	28 %	41%	41 %	33%	40 %
Accident Investigations	1,698	1,900	1,900	1,736	1,500
Traffic Stops	N/A	4,234	4,234	6,157	No goal
Traffic Arrests	2,137	2,426	2,426	4,669	No Goal
Other Arrests	3,861	3,692	3,692	2,959	No Goal
Speed Trailer Deployments	N/A	12	12	7	20
HVEE Deployments	N/A	16	N/A	6	12
Parking Tickets Issued	8,745	9,842	9,842	10,476	10,000
Bicycles Recovered	212		200	139	150
Involuntary Commitments	108		148	161	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	2,612	N/A	N/A	1,008	2,750
Open Records Requests	4,335		4,310	3,778	4,000
Nixle Messages Sent	219		N/A	263	250
Press Releases	N/A		N/A	25	50
Tweets	311		N/A	298	350
Facebook likes	3000		6,000	8,045	9,000
Reported Crime Maps	104		104	100	104
Crime Comparison Reports	52		52	43	52
Burglary Reports	86		86	47	86

CHIEF OF POLICE

Public Safety



R.O. No. - 17 - 18 By FIRE CHIEF. February 5, 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 October 1, 2017 and ending December 31, 2017.

<u>Incident Types</u>	<u>2015 Actual</u>	<u>4th Quarter 12/31/17</u>	<u>2016 Actual</u>	<u>4th Quarter 12/31/17</u>	<u>2017 Goals</u>
Fires	141	36	138	25	125
Rescue & Emergency Medical Service	3,902	968	3,931	997	3,900
Non Fires	991	249	938	249	910
TOTAL	5,034	1,253	5,007	1,271	5,000

Station Incident Count Per Station

Station 1	1,542	382	1,507	374	1,500
Station 2	915	224	965	234	950
Station 3	1,205	315	1,212	333	1,200
Station 4	813	210	785	195	750
Station 5	532	113	509	124	500
Out of City	27	9	29	11	20

Fire Loss

Number of Incidents	59	18	72	10	20
Total Property Loss	\$ 523,850	\$ 403,050	\$ 846,192	\$ 15,100	\$ 750,000
Total Content Loss	\$ 379,305	\$ 130,925	\$ 312,690	\$ 2,681	\$ 250,000
Total Loss	\$ 903,155	\$ 533,975	\$ 1,158,882	\$ 17,781	\$ 1,000,000
Average Loss	\$ 15,307	\$ 29,665	\$ 16,095	\$ 1,778	\$ 15,000

Workload

Inspections	1,835	-	1,860	-	1,880
School Safety Programs	182	-	183	-	185
Training Hours	8,282		9,566		10,000
Investigations/Formal	141/15		138/10		125/10

Efficiency

EMS Average Response Time (Seconds)	240	-	-	-	90%
Fire Average Response Time (Seconds)	300	-	-	-	90%

Effectiveness

Resident Satisfaction Rating	-	-	-	98%	-	85%
ISO Rating	2	2	2	2	2	2

Public Safety

Michael T. Roman

FIRE CHIEF

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing October 1, 2017 and ending December 31, 2017.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: January 29, 2018

MEETING DATE: February 5, 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 October 1, 2017 and ending December 31, 2017 is presented for information and discussion as required by section 50-564 of the Municipal code.

STAFF COMMENTS:

Highlights of the 2017 fourth quarter report are as follows:

- 44% decrease in fire loss incidents
 - 22 to 16
- 94% decrease average fire loss dollars
 - \$29,665 to \$1,778
- Run volume, station responses and out of city responses are almost identical

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. -17-18.

ATTACHMENTS: R.O. No. -17-18

II

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

Submitting a communication from Ernest Ramirez requesting a waiver from the Sex Offender Residency requirements in order to reside at 1629 Georgia Avenue.

Public Safety

CITY CLERK

Date: Jan 10th, 2018

My name is: Ernest Ramirez

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

1629 Georgia Ave

Signature: Ernest Ramirez

Phone Number: (926) 254-3499

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

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

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the "No Left Turn" signs on Georgia Avenue behind Horace Mann Middle School.

Public Works

CITY CLERK

Susan Richards
City Clerk – City of Sheboygan
828 Center Ave., Suite 100
Sheboygan, WI 53081

Dear Ms. Richards and City of Sheboygan Clerk Office,

My name is Nic Collins and I'm the Asst. Principal at Horace Mann Middle School. This letter is regarding the any of the "No Left Turn" signs on Georgia Avenue behind Horace Mann Middle School, near our rear entrance. This sign is preventing teachers, staff, and city busses from traveling in or out of our back circle on Georgia Ave. We would like to request that the ordinance be lifted and the signs for "No Left Turn" be removed on Georgia Ave on either side of the entrance to our back circle. Also, if there is a sign on our property related to this ordinance/prohibited turn, we would like to be able to remove this as well.

We met with Shoreline Metro and discussed them not being able to turn left into or out of our back circle to pick up students from 3:30pm on, that use their services. The students are required to cross Georgia Avenue at this time and walk a significant distance from our building to access the pick up point and we do not have sight line to this location as we release them from our supervision.

The signs were put in by request of Horace Mann / SASD because we had issues with parents picking up their students in rear of building and causing traffic issues on the hill leading to the driveway entrance/exit - immediately following school. Since that time, we have required all parents to pick up students from front of the building immediately following school and all Prigge Buses and Metro Busses pick up in front of the building as well.

We would like to keep all the signs that communicate No Parking, No Stopping, and No Standing at anytime on Georgia Avenue. I have discussed this with Vicki Ritchie (Principal) and other representatives at our school.

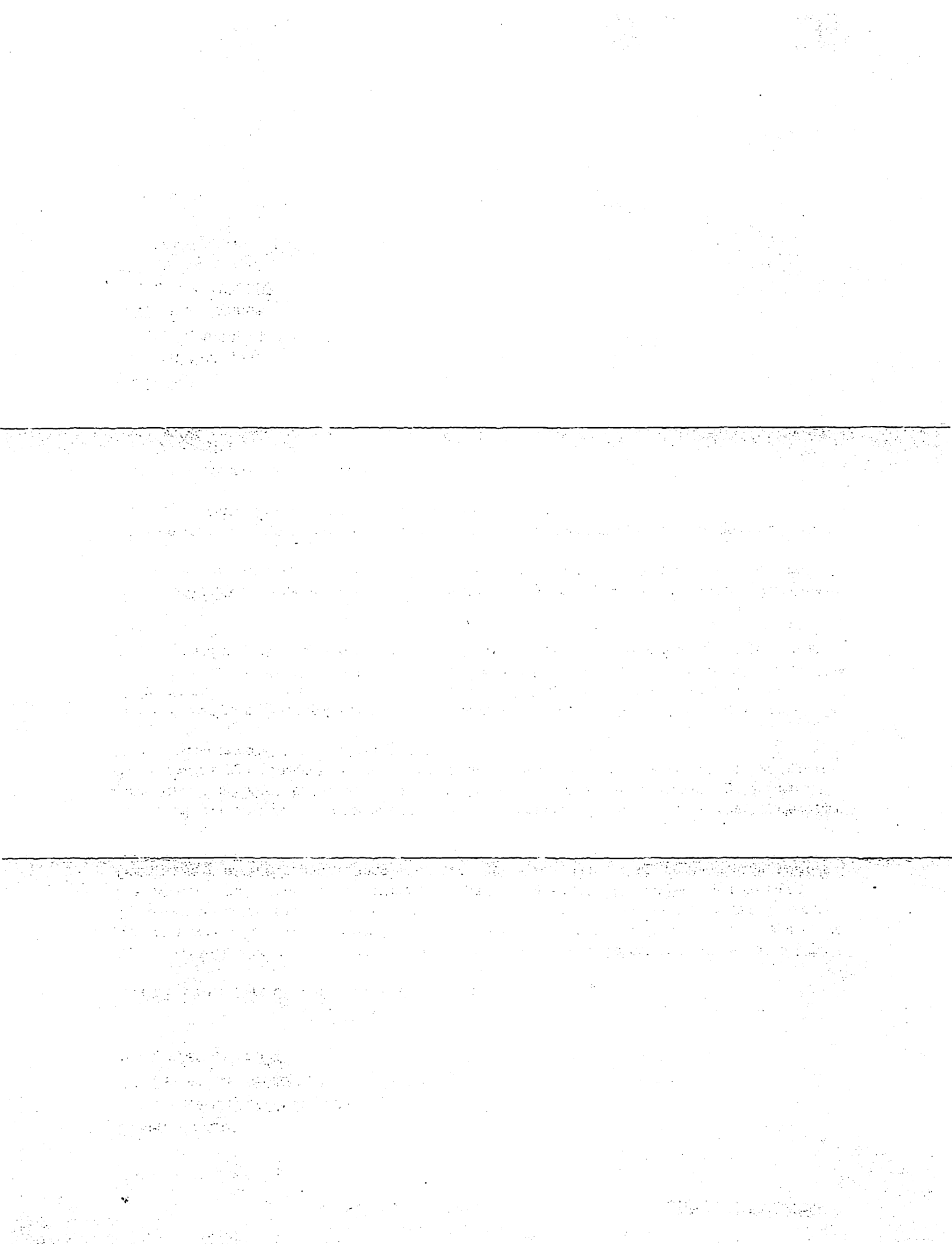
Please let me know if this is possible, if there is any further action required by Horace Mann and SASD, and if there are any other aspects that I would need address on this item.

Thank you for your time and consideration.



1-16-18

Nic Collins
Assistant Principal
Horace Mann Middle School
2820 Union Avenue
Sheboygan, WI 53081
Office: 920-459-3697
Cell: 414-870-2045



III

Res. No. _____ - 17 - 18. By Alderpersons Wolf and Draughon.
February 5, 2018.

A RESOLUTION authorizing retaining outside legal counsel in the matter of Eric R. Burrows v. Joel Clark and Cameron Stewart.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Gunta Law Offices SC needs to begin preparing an Answer in response to the Complaint, pursuant to the Federal Rules of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Gregg J. Gunta and Gunta Law Offices SC as outside legal counsel to represent Joel Clark and Cameron Stewart (the City's employees) and the City of Sheboygan in the defense of the Burrows v. Clark and Stewart matter, United States District Court, Eastern District of Wisconsin, Case No. 2:18 CV 48.

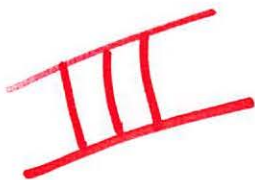
BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment thereof.

*Suspend
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



Res. No. - 17 - 18. By Alderperson Draughon. February 5, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of the roof at Fire Station # 1.

WHEREAS; The roofing system at Fire Station Number 1 has exceeded its expected useful life and is in need of replacement and;

WHEREAS; The Purchasing Agent solicited sealed bids from qualified firms for the complete replacement of the roof as well as modification of the ladder system used to access the roof in a safe manner. Three bids from qualified firms were received and the low bid from Walsdorf Roofing Inc. of Kiel WI has been found to meet or exceed all of the specifications and;

WHEREAS; The funding for this project was included in the 2018 Capital Improvements budget and also includes complete restoration of the exterior masonry which will be handled through a separate bid issuance.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Walsdorf Roofing Inc. of Kiel WI in the amount of \$ 93,707.00 as per bid # 1935-18 dated January 12, 2018

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on 47722100-621200 2018 Capital Improvements Fund account in the amount of \$ 93,707.00

Public Safety

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



Res. No. _____ - 17 - 18. By Alderperson Wolf. February 5, 2018.

A RESOLUTION requesting that advocates for the Sheboygan Peace Park be able to refer to and sign the portion of Deland Park located at the intersection of Michigan Avenue, North 3rd Street and Broughton Drive, "Sheboygan Peace Park", while maintaining the idea that it is still part of Deland Park, and to be given permission to fundraise and develop the property, under supervision of the Department of Public Works, according to the proposed draft site plan.

WHEREAS, in 2005 a resolution was approved by the City Council to allow a Peace Pole with the message "May Peace Prevail on Earth" in 16 languages, to be placed on the portion of Deland Park described above; and

WHEREAS, Advocates including community citizens and Veterans for Peace, for The Sheboygan Peace Park, started meeting in December of 2015 to further the development of the area through design and maintenance of the landscaping.

WHEREAS, the advocates for the park have diligently met over the course of the last two years discussing the meaning of the park, the park design, and maintaining the landscaping of the park by planting, watering, and weeding of the flowers in the park.

RESOLVED: That the advocate group for the Sheboygan Peace Park is authorized to call this portion of Deland Park, "the Sheboygan Peace Park", which remains part of Deland Park, and that they are able to fundraise for and develop the area, under supervision of the Public Works Department, according to the proposed draft site plan.

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. _____ - 17 - 18. By Alderpersons Donohue and Ross.
February 5, 2018.

A RESOLUTION authorizing the City Administrator and City Attorney to take necessary action, including the use of eminent domain procedures, to obtain property located at 1214 South 11th Street.

WHEREAS, the City desires to update and repair the east-west alley that runs from South 11th Street to South 12th Street between Alabama and Kentucky Avenues; and

WHEREAS, it appears that bringing the alley up to modern standards may require the use of the property at 1214 South 11th Street; and

WHEREAS, the current owner of the property has rebuffed attempts by the City to purchase the property directly, thus requiring the potential use of eminent domain procedure; and

WHEREAS, the process for eminent domain will involve the City making a determination of necessity, obtaining at least one appraisal of the property, further negotiation pursuant to the provisions of Chapter 32, Wis. Stats., a jurisdictional offer to purchase, and possible additional steps to commence condemnation if a jurisdictional offer is not accepted or rejected; and

WHEREAS, any jurisdictional offer to be made will come to the Common Council for approval; and

WHEREAS, it is the sense of the council that while it would prefer an arms-length negotiation and sale, it is willing to proceed to eminent domain if necessary.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator and the City Attorney are hereby authorized to begin the process of eminent domain with regard to the property at 1214 South 11th Street pursuant to Chapter 32, Wis. Stats., including determining the necessity of obtaining the property, procuring all necessary appraisals of the property, negotiating a settlement, preparing a jurisdictional offer to purchase, and taking any other necessary additional steps to commence condemnation.

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

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred R. O. No. 253-17-18 by City Clerk submitting a communication from Sheboygan Senior Community to request relief and assistance from the City of Sheboygan with respect to an issue arising out of a Development Agreement between SSC and the City, which was dated April 27, 2006; recommends filing the document.

reg

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

3.2

R. O. No. 253 - 17 - 18. By CITY CLERK. December 18, 2017.

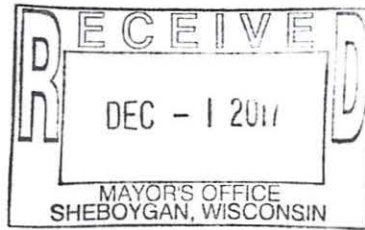
Submitting a communication from Sheboygan Senior Community to request relief and assistance from the City of Sheboygan with respect to an issue arising out of a Development Agreement between SSC and the City, which was dated April 27, 2006.

*Finance +
Personnel
accept file*

CITY CLERK



Short Term Rehab • Assisted Living
Skilled Nursing Care



November 28, 2017

Mayor Michael Vandersteen
828 Center Ave, Suite 301
Sheboygan, WI 53081

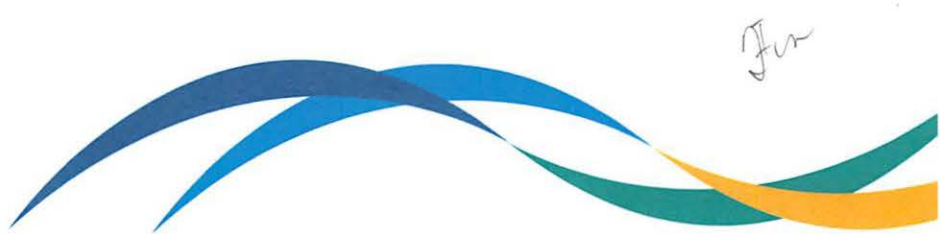
Alderman Andrew Ross
310 St. Claire Ave.
Sheboygan, WI 53081

Alderman Todd Wolf
Common Council President
523 Columbus Drive
Sheboygan, WI 53081

Dear Mayor Vandersteen, Alderman Ross and Alderman Wolf:

As president of the Board of Directors of Sheboygan Senior Community, Inc. ("SSC"), I write to request relief and assistance from the City of Sheboygan (the "City") with respect to an issue arising out of a Development Agreement between SSC and the City, which was dated April 27, 2006 (the "Development Agreement"). While I know you may be familiar with the situation, I will provide some background in further explanation.

Prior to April, 2006, SSC acquired real property within the boundaries of Tax Incremental District 13 (TID 13) to develop a four-story residential condominium building consisting of approximately 70 senior housing units at an estimated cost of \$12,500,000 (the "Project"). In order to undertake and complete this Project with the resulting tax producing revenue for the City, SSC required financial assistance from the City in the form of incentive payments based on the incremental tax revenue in TID 13 resulting from the completion of the Project. Against this backdrop, the Development Agreement was executed. The Development Agreement called for an annual incentive payment based on 90% of the revenue from the tax increment over and above a base of \$294,400.00 ("Tax Increment Revenue"). This annual payment was to continue for a maximum period of ten 10 years and up to a maximum aggregate of \$2,500,000.00. I can tell you that the Board and management of SSC absolutely believed SSC would receive 10 payments since the project was certain to be completed in early 2007.



3505 County Road Y • Sheboygan, WI 53083
(920) 458-2137 • fax (920) 458-5922
www.retiresheboygan.com

The Project was moving to completion in early 2007, when the actions of an arsonist substantially damaged/destroyed the Project. Despite the adversity and complexity created by this event, SSC persevered to complete the Project.

Several years later, SSC was informed by the State of Wisconsin that it would be required to make very expensive improvements to its existing assisted living and nursing home structure (the "Structure"), adjacent to the Project. After much deliberation, it was determined that making such expensive improvements to the Structure, given its age and the dramatically changing demographics of the population served by the Structure, was not economically feasible. An exhaustive search began, with first thoughts to build near the Project or within the city limits. Unfortunately, those site opportunities could not be found and a site on the corner of County Y and Mueller Road was selected. And, as you know, SSC ultimately sold the existing structure to The Founders Club, who converted it to dormitory style housing and has placed it back on the tax rolls for the first time since before 1970. While we have moved our assisted living and senior nursing operations outside of Sheboygan, we maintain a contractual/historical commitment to Landmark Square.

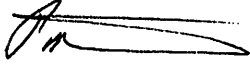
Fast-forward to 2017 and after inquiries with the City Finance Director, SSC learned that it would not be receiving one additional payment-the 10th payment. We were told that the Development Agreement provided for payments up to a maximum of 10 years, which began in 2008. Since there was no payment in 2008, and the 10 years ends at the end of 2017, SSC would receive 9 payments which totaled under 2,500,000.00 incentive maximum. All of this came as a shock given that the Project was completed in 2007 and thus fully taxable in 2008. Indeed the assessed valuation on January 1, 2008 was \$8,963,700.00 although SSC received no incentive in 2008. Unfortunately, SSC finances are extremely tight and our budget was absolutely based on receiving one additional payment of approximately \$186,000.00, which would have brought us to the maximum payout of \$2,500,000.00.

We have discussed this matter with the person who was our Executive Director at the time of the negotiation of the Development Agreement, Michael Basch, and Board members, and they too are surprised at this result. They indicate their expectation was for SSC to receive 10 payments with a maximum of \$2,500,000.00. We would submit that all parties involved in the negotiation of the Development Agreement knew and expected the project would be completed in 2007, with the city receiving a substantially increased valuation on the property upon which the Project was built. If the current interpretation by the City Finance Director is permitted, SSC would not only not receive a payment in 2008, when the property was assessed at \$8,963,700 and for which the city received approximately \$217,000, but in 2018 when the property will produce tax revenue in excess of \$300,000.00. In further investigating this matter, we were informed of a communication from Nancy Buss to City Attorney Steven MacLean dated July 21, 2009 and a memorandum back to Nancy Buss, a copy of which is attached. We were never informed of this communication and would certainly have acted immediately at that time if been so informed.

SSC believes the commitment period should be considered delayed until 2009. This interpretation is supported by the facts and circumstances and justified by the provisions of Article IX Force Majeure of the Development Agreement. Accordingly, we are requesting that the City/Common Council either direct the City Finance Director to make the 10th payment in 2018 equal to 90% of the Tax Increment Revenue, or that the Development Agreement be amended to so provide. We understand that this matter will be referred to a Common Council committee (most likely Finance) for review and then referral back to the Common Council for final disposition.

If we are incorrect in this understanding, please contact us with the correct process. Please also inform us of relevant meetings, as we do plan on being in attendance.

Very truly yours,



Paul Treffert
Executive Director

Cc: Lynn Coady, President, SSC Board of Directors
David Van de Water, Vice-President, Board of Directors
Pastor Cindy Thompson, Finance Chairperson, Board of Directors
Marcy Kerpe, Secretary, Board of Directors
Perry Fritz, Director
Steve Hamer, Director
Meg Trager, Director
Brian Gensch, Director
Keith Isken, Director
Michael Basch, Past Executive Director
Jim Houwers, Past Board President
Michael Strege, Bank First National
Michael Molepske, Bank First National
Brian Deaner, USDA
Jim Holmes, Landmark Square, Condo Association President
Rohde Dales LLP Attn: David Gass

VIII

5.2

R. C. No. 225- 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
February 5, 2018.

Your Committee to whom was referred Res. No. 124-17-18 by Alderperson Wolf SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF \$4,705,000 WATER UTILITY REVENUE BONDS, SERIES 2018 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO; recommends passing the Resolution.

*Res
Donohue/Wolf
acc adopted
Res Pass*

[Signature]
Wynne Nowlin

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~III~~

4.1

Res. No. 124-17-18. By Alderperson Wolf. February 5, 2018.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF \$4,705,000 WATER UTILITY REVENUE BONDS, SERIES 2018 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") and for refunding obligations issued to finance such Utility Projects, from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "2004 Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds are no longer outstanding;

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds"), which 2007 Bonds were issued on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), which 2013 Bonds were

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issued on a parity with the 2007 Bonds and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, the Municipality has also heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"), pursuant to Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015 (the "2015 Safe Drinking Water Bond Resolution") on a parity with the 2004 Safe Drinking Water Bonds and on a parity with the 2007 Bonds and 2013 Bonds (except as to the pledge of the Reserve Account (defined below)) (the "2004 Safe Drinking Water Bonds" and the "2015 Safe Drinking Water Bonds" shall be collectively referred to herein as the "Safe Drinking Water Bonds" and the "2004 Safe Drinking Water Bond Resolution" and the "2015 Safe Drinking Water Bond Resolution" shall be collectively referred to herein as the "Safe Drinking Water Bond Resolutions");

WHEREAS, pursuant to Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016 (the "2016 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds"), (the 2013 Bonds and 2016 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2016 Bonds were issued on a parity with the 2007 Bonds and the 2013 Bonds and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, Section 11 of the Safe Drinking Water Bonds Resolutions and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to a Resolution adopted by the Governing Body on December 4, 2017 (the "Set Sale Resolution"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2018" (the "Bonds") for the public purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding the 2019 through 2027 maturities of the 2007 Bonds (the "Refunded Obligations") (hereinafter, the refunding of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, for the purpose of paying the cost of the Project and the Refunding (including paying legal, financing, engineering and other

professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Project and the Refunding;

WHEREAS, the City intends to defease the 2018 maturity of the 2007 Bonds with System funds on hand contemporaneously with the issuance of the Bonds;

WHEREAS, other than the 2007 Bonds, the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Parity Bonds within the meaning of the Safe Drinking Water Bond Resolutions and the Bond Resolution;

WHEREAS, the Municipality has adopted the Set Sale Resolution directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on February 5, 2018;

WHEREAS, the City Clerk (in consultation with the Financial Advisor) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on February 5, 2018;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. The Financial Advisor has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and the Financial Advisor in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2013 Resolution and 2016 Resolution (collectively, the "Prior Resolutions"), apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the Prior Resolutions, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the Prior Resolutions, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1 above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Bonds, Series 2018 of the Municipality dated March 1, 2018, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the outstanding 2013 Bonds and 2016 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds, collectively, and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007;

"2013 Bonds" means the Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

"2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013;

"2015 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2015, dated May 13, 2015 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2015 Safe Drinking Water Bond Resolution" means Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015;

"2016 Bonds" means the Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016; and

"2016 Resolution" means Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the \$4,705,000 City of Sheboygan Water Utility Revenue Bonds, Series 2018 (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2018"; shall be dated March 1, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2029 and thereafter shall be subject to redemption prior to maturity on May 1, 2028 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolutions and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the Prior Resolutions, and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined

below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued pursuant to Section 6 of the Bond Resolution, as amended by the Prior Resolutions, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the Prior Resolutions and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the Prior Resolutions, and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts

so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the Prior Resolutions, and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the Prior Resolutions and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement;

(c) to the "Waterworks System Improvement Fund", a special fund hereby created and established, proceeds of the Bonds sufficient to pay the costs of the Project. Said Improvement Fund shall be adequately secured and shall be used solely for the purpose of paying the cost of extending, adding to and improving the System, as described in the preamble hereof. Any balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds; and

(d) to the Refunding Fund, a special borrowed money fund hereby created and established, and which shall be considered to be a part of the Interest and Principal Account, the balance of the Bond Proceeds including any premium sufficient to provide for the cost of the Refunding. Said Refunding Fund shall be adequately secured and used solely to pay the cost of the Refunding. Any balance remaining in said Refunding Fund after paying the costs of the Refunding shall be transferred to the Interest and Principal Account of the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Funds of the Municipality on hand in an amount sufficient to pay the May 1, 2018 principal and interest payment due on the 2007 Bonds shall be deposited with the City Clerk as Bond Registrar for the 2007 Bonds on or prior to the date of Closing on the Bonds.

Upon issuance of the Bonds, any amounts on deposit in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Refunding Fund to be used for the purposes thereof.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the

Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All

actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk, as Bond Registrar and Paying Agent.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Bond Registrar, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2018 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Financial Advisor to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

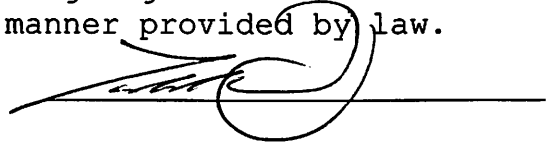
To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings setting forth the details and terms of the City's Undertaking.

Section 21. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolutions, and the Bond Resolution, as previously amended by the Prior Resolutions, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction,

to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 23. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the Safe Drinking Water Bond Resolutions, the Bond Resolution, and the Prior Resolutions) rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 5th day of February, 2018.

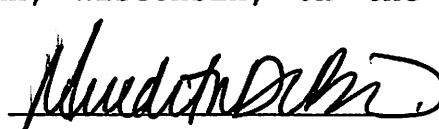
Dated _____, 2018.  City Clerk
Approved _____, 2018. _____, Mayor

EXHIBIT A

Additional Bonds Certificate

(See Attached)

ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its \$4,705,000 Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds").
2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "2004 Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds").
3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005.
4. We have also reviewed and are familiar with the provisions of Resolution No. 167-12-13 adopted by the Common Council on April 3, 2013 (the "2013 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds").
5. We have also reviewed and are familiar with the provisions of Resolution No. 193-14-15 adopted by the Common Council on April 20, 2015 (the "2015 Safe Drinking Water Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"). The 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds shall be collectively referred to as the "Safe Drinking Water Bonds" and the 2004 Safe Drinking Water Resolution and 2015 Safe Drinking Water Resolution shall be collectively referred to herein as the "Safe Drinking Water Resolutions").
6. We have also reviewed and are familiar with the provisions of Resolution No. 155-15-16 adopted by the Common Council on March 21, 2016 (the "2016 Resolution") which authorized the issuance of Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds") (the 2013 Bonds and the 2016 Bonds shall be collectively referred to herein as the "Prior Bonds").
7. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolutions and Section 9 of the Bond Resolution, necessary to issue the 2018 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolutions and the Bond Resolution, as amended) for fiscal year 2017 were \$4,804,611 which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2018 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2018 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolutions and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2013 Resolution and 2016 Resolution;

(iii) Payment Dates. The 2018 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2018 Bonds are being used solely for the purpose of purchasing, acquiring, constructing, extending, adding to, and improving (including renewing and replacing) the Water System of the City or refunding bonds issued for those purposes; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 5th day of February, 2018.

Nancy Buss
Finance Director
City of Sheboygan

Joe R. Trueblood
Water Utility Superintendent
Water Utility of the
City of Sheboygan

EXHIBIT B

Official Notice of Sale

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT C

Bid Tabulation

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT D

Winning Bid

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT E-1

Pricing Summary

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

EXHIBIT E-2

Debt Service Schedule

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

EXHIBIT F

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
WATER UTILITY REVENUE BOND, SERIES 2018

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ March 1, 2018 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$4,705,000, issued for the purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding obligations issued to pay the cost of additions, improvements and extensions to the City's Water Utility, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on December 14, 2017 and on February 5, 2018 (the "2018 Resolution") and the Bond Resolution, as supplemented by the 2013 Resolution and 2016 Resolution (as those terms are defined in the 2018 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2013 Resolution, the 2016 Resolution and the 2018 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2018 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT G

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
WATER UTILITY REVENUE BONDS, SERIES 2007
DATED APRIL 15, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on May 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2019	\$225,000	4.125%	821037CY2
05/01/2020	225,000	4.20	821037CZ9
05/01/2021	225,000	4.25	821037DA3
05/01/2022	225,000	4.30	821037DB1
05/01/2023	250,000	4.35	821037DC9
05/01/2024	275,000	4.40	821037DD7
05/01/2025	300,000	4.40	821037DE5
05/01/2026	300,000	4.50	821037DF2
05/01/2027	300,000	4.50	821037DG0

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2018.

Said Bonds will cease to bear interest on May 1, 2018.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, or electronic transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2018 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Financial Security Assurance Inc., New York, New York, or any successor, the bond insurer of the Bonds.

BID FORM

City of Sheboygan, Wisconsin
 Attn: Nancy Buss, Finance Director/Treasurer
 c/o Wisconsin Public Finance Professionals, LLC, Municipal Advisor
 1025 South Moorland Road, Suite 504
 Brookfield, WI 53005
 (414) 434-9644 – Office (414) 226-2014 – Fax
 Email: cawirth@wipublicfinance.com

February 5, 2018

**Re: \$4,825,000* Water Utility Revenue Bonds, Series 2018
 Dated March 1, 2018 ("2018 Revenue Bonds")
 (Non-Bank Qualified)**

For all or none of the above 2018 Revenue Bonds, in accordance with the Official Notice of Sale, we will pay you \$ 5,040,950.15 (no less than \$4,825,000 nor more than \$5,100,000) plus accrued interest to date of delivery, for 2018 Revenue Bonds bearing interest rates and maturing on May 1, in the stated years as follows:

<u>Maturity</u>	<u>Principal*</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal*</u>	<u>Interest Rate</u>
05/01/19	\$320,000	<u>4.00%</u>	05/01/27	\$410,000	<u>4.00%</u>
05/01/20	335,000	<u>4.00%</u>	05/01/28	245,000	<u>4.00%</u>
05/01/21	340,000	<u>4.00%</u>	05/01/29	245,000	<u>3.00%</u>
05/01/22	345,000	<u>4.00%</u>	05/01/30	260,000	<u>3.00%</u>
05/01/23	360,000	<u>4.00%</u>	05/01/31	270,000	<u>3.00%</u>
05/01/24	360,000	<u>4.00%</u>	05/01/32	275,000	<u>3.125%</u>
05/01/25	385,000	<u>4.00%</u>	05/01/33	275,000	<u>3.125%</u>
05/01/26	400,000	<u>4.00%</u>			

***The City reserves the right, after bids are opened and prior to award, to increase or decrease the principal amount of the 2018 Revenue Bonds, or, to increase or decrease the amount of any individual maturity of the 2018 Revenue Bonds in increments of \$5,000 on the day of sale. The purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.**

The 2018 Revenue Bonds maturing on May 1, 2029 and thereafter shall be subject to redemption prior to maturity, at the option of the City, beginning May 1, 2028, or on any date thereafter. Said 2018 Revenue Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

This bid is a firm offer for the purchase of the 2018 Revenue Bonds identified in the Official Notice of Sale, on the terms as set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale. **By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal 2018 Revenue Bonds.** (If the bidder cannot confirm an established industry reputation for underwriting new issuances of municipal 2018 Revenue Bonds, the preceding sentence should be crossed out.)

If the competitive sale requirements are not met, to determine the issue price of the 2018 Revenue Bonds, we elect to use the:

(select one) 10% test _____ / hold-the offering-price rule _____

City expenses incurred in connection with the offering and delivery of the 2018 Revenue Bonds, including fees of Bond Counsel, Rating Agencies, Municipal Advisor, and the printing and distribution of Official Statements, shall be the obligation of the successful bidder. The total of these fees is \$42,050. The successful bidder will be responsible for the cost of obtaining CUSIP numbers.

Per the Official Notice of Sale, the winning bidder must submit a certified or cashier's check on a solvent bank or trust company, in the amount of \$96,500, payable to the City Treasurer, with the delivery of a bid to the office of WFPF, prior to the time established for bid opening; OR, alternatively, successful bidder shall submit a wire transfer to the City no later than 2 p.m. (Central Time) on the sale date.

The 2018 Revenue Bonds are to be accompanied by the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, and a certificate evidencing that no litigation is pending against the City, which will affect the validity or security of these 2018 Revenue Bonds.

Respectively submitted,

HilltopSecurities

Underwriter (Account Manager)

By Bill Turley

We, the duly authorized officials of the City of Sheboygan, do hereby accept and award the 2018 Revenue Bonds pursuant to the foregoing offer, in legal meeting this 5th day of February, 2018 at 5:50 p.m. central time.

Michael Santostano
Mayor

Meredith Br...
City Clerk

NOT A PART OF BID			
Our calculation of total net interest cost using the above rates are:			
Gross Interest Cost	Less: Premium	Net Interest Cost	True Interest Rate
\$ <u>1,334,441.67</u>	(\$ <u>215,950.15</u>)	\$ <u>1,118,491.52</u>	<u>2.911620</u> %

Account Members:

*NOTE: Subsequent to receipt of bids the principal amount of the 2018 Revenue Bonds was adjusted to \$4,705,000, resulting in a net interest cost of \$1,109,287.98 and a true interest rate of 2.920012%.

VIII

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY COMMITTEE. February 5, 2018.

Your Committee to whom was referred Res. No. 125-17-18 by Alderperson Draughon authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department Patrol Duty Ford Police Utility Interceptor all-wheel drive vehicles; recommends passing the Resolution.

mg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 125 - 17 - 18. By Alderperson Draughon. January 15, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department Patrol Duty Ford Police Utility Interceptor all-wheel drive vehicles.

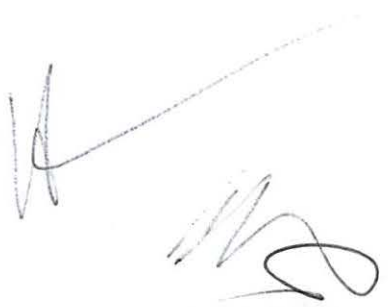
RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford of Hartford WI for the purchase of Five (5) 2018 Ford Utility Police Interceptors at a cost of \$163,972.50 as per the State of WI Contract and;

BE IT FURTHER RESOLVED: That the vehicles to be replaced will be sold by the City of Sheboygan and the proceeds from which will be returned to the appropriate fund and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 40021140-641100 in the amount of \$ 163,972.50 in payment of same.

Public Safety approved





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 PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the Purchasing Agent to enter into contract for the purchase of (5) 2018 Ford Utility Interceptor All Wheel Drive Police Vehicles for the Sheboygan Police Department.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: January 15, 2018

MEETING DATE: January 24, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40021140-641100
Budget Summary: 2018 Capital Improvements
Budgeted Expenditure: \$ 165,000.00
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The Sheboygan Police Department has included the replacement of five of its marked Squad Cars in the 2018 Capital Improvements budget to replace older units which are nearing the end of their expected useful life.



STAFF COMMENTS:

The City of Sheboygan Police Department has modified their squad replacement schedule and now replaces squad cars every four years. As in past years, the pricing includes discounts available under the State of WI Contract which supersedes the need to competitively bid the vehicles.

The total cost of the purchase of the five vehicles, including Registration and licenses fees is \$163,972.50. Following the receipt of the new vehicles, the 4 year old vehicles will be sold with the proceeds returned to the Finance Director.

ACTION REQUESTED:

Motion to recommend the Common Council approve the Resolution by Ald. Draughon authorizing contracting for the purchase of (5) 2018 Ford Utility Interceptor Police Vehicles at a total cost of \$163,972.50 from Ewald's Hartford Ford in Hartford WI.

ATTACHMENTS:

I. Resolution _____ -17-18

VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. February 5, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 129-17-18 by Alderperson Wolf authorizing advertising for bids for the 2018 Capital Improvement Projects; recommends passing the Resolution.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 129 - 17 - 18. By Alderperson Wolf. February 5, 2018.

A RESOLUTION authorizing advertising for bids for the 2018 Capital Improvement Projects.

RESOLVED: That the Engineering Division is hereby authorized and direct to advertise for bids under the five percent (5%) alternative of Section 63.13 (3), Wisconsin Stats., for :

1. The resurfacing and sewer lining of following:
 - a. Heller Avenue (N. 15th Street to N. 17th Street)
 - b. Mehrtens Avenue (N. 15th Street to N. 17th Street)
 - c. N. 3rd Street (Broughton Drive to Bluff Avenue)
 - d. N. 7th Street (Erie Avenue to Superior Avenue)
 - e. N. 17th Street (Erie Avenue to Saemann Avenue)
 - f. Washington Avenue (Lakeshore Drive to S. 20th Street)
 - g. Evans Avenue (Erie Avenue to Wildwood Avenue)
2. The reconstruction of Taylor Drive (Erie Avenue to Kohler Memorial Drive)
3. The Taylor Drive sanitary sewer extension
4. The N. 3rd Street Forcemain
5. The Broadway Sanitary Sewer (N. 7th Street to N. 13th Street)
6. The Citywide sidewalk Program
7. The Washington Avenue sidewalk (S. Business Drive to the West)
8. The Concord Drive Storm Sewer Extension
9. The Wilson Avenue Storm Sewer Outfall
10. The Business Park Expansion
11. Citywide Mini Storm Sewer Program
12. Citywide Wastewater Treatment Plant Projects

Public Works approve

According to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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



Gen. Ord. No. - 17 - 18. By Alderpersons Holzschuh and Schneider.
February 5, 2018.

AN ORDINANCE creating new voting wards in the City of Sheboygan.

WHEREAS, the Common Council approved Gen. Ord. 11-17-18, annexing territory to the City of Sheboygan, Wisconsin; and

WHEREAS, said ordinance provided for the annexation of four separate parcels, described as follows:

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1006.73 feet to Point of Beginning 'A'; thence continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 feet to Point of Beginning 'A'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825 square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

*Suspend
Pass*

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the North Quarter Corner of said Section 33; thence South $89^{\circ}33'20''$ West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South $26^{\circ}04'17''$ West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of $1^{\circ}19'53''$, and a chord bearing South $26^{\circ}44'14''$ West, 108.62 feet; thence South $89^{\circ}35'45''$ West, 397.33 feet; thence North $00^{\circ}02'43''$ East, 214.92 feet to aforesaid north line; thence North $89^{\circ}33'20''$ East along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 97,040 square feet (2.2277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North $89^{\circ}33'20''$ East along the North line of said Northwest Quarter, 1331.63 feet to the North-South sixteenth line of said Northwest Quarter; thence South $00^{\circ}22'36''$ West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North $89^{\circ}33'35''$ East, 424.30 feet to the centerline of South Taylor Drive; thence South $52^{\circ}45'57''$ East, 60.00 feet to the Southeasterly right of way line of said South Taylor Drive; thence South $37^{\circ}45'28''$ West along said right of way line, 107.24 feet to a point of curvature; thence Southwesterly 140.34 feet along said right of way line and the arc of a curve to the left having a radius of 2172.69 feet and a chord which bears South $35^{\circ}54'26''$ West a distance of 140.32 feet; thence North $55^{\circ}56'36''$ West, 60.00 feet to said centerline; thence South $89^{\circ}33'35''$ West, 275.72 feet to aforesaid sixteenth line; thence North $00^{\circ}22'36''$ East, 200.00 feet to Point of Beginning 'D'. Containing 84,592 square feet (1.942 Acres) of land more or less in total.

WHEREAS, the ordinance made all four parcels a part of the 22nd Ward of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards; and

WHEREAS, because of the irregular nature of the way the Legislature diluted the voice of City of Sheboygan residents by dividing the City into two separate Assembly Districts, three of the parcels are actually located in a different Assembly district than the City properties nearly surrounding them; and

WHEREAS, the State Elections board has requested that the City create several new wards to allow for proper counting of ballots in the unlikely event that actual residents eventually move into these parcels; and

WHEREAS, suspension of council rules is requested in order to pass this ordinance on first reading so as to allow the new wards to be created in time for the February non-partisan primary election.

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

Section 1. A new ward, Ward 29, is hereby created to include the property described as Parcel A above.

Section 2. A new ward, Ward 30, is hereby created to include the property described as Parcel B above.

Section 3. A new ward, Ward 31, is hereby created to include the property described as Parcel C above.

Section 4. The territory in Parcel D above shall remain a part of the 22nd Ward, as previously provided, subject to the ordinances, rules and regulations of the City governing wards.


Section 5. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

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. - 17 - 18. By Alderpersons Donohue and Bohren.
February 5, 2018.

AN ORDINANCE creating Section 42-3 of the Municipal Code so as to approve the direct distribution of certain funds to the City by the State of Wisconsin.

WHEREAS, §79.10 (7m) (cm), Wis. Stats. provides that if, in any year, the total of the amounts of school levy tax credit, lottery and gaming credit, and first dollar credit determined under §§79.10 (4), (5), and (5m), Wis. Stats., for any municipality is \$3,000,000 or more, the municipality, with the approval of the majority of the members of the municipality's governing body, may notify the department of administration to distribute the amounts directly to the municipality and the department of administration shall distribute the amounts at the time and in the manner provided under pars. §§79.10 (7m) (a) 1., (b) 1., and (c) 1, Wis. Stats.; and

WHEREAS, §79.10 (7m) (cm), Wis. Stats. also provides that beginning in 2018, if the municipality approves the distribution under subd. 1. a. thereof by enacting an ordinance and provides a copy of the ordinance to the department of administration and the department of revenue, the department of administration shall distribute the amounts determined under §79.10 (4), (5), and (5m) to the municipality as provided under said subd. 1. a. for the year in which the municipality enacts the ordinance and in all subsequent years until the municipality notifies the department of administration and the department of revenue that the municipality has repealed the ordinance or until the total amounts to be distributed to the municipality in a year is less than \$3,000,000; and

WHEREAS, the total amounts distributed to the City of Sheboygan pursuant to the various provisions of §79.10 has been and will likely continue to be more than \$3,000,000.

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

Section 1. Section 42-3 of the Municipal Code entitled "Direct distribution of various state tax credits" is created so as to read as follows:

"Sec. 42-3. Direct distribution of various state tax credits.

The City of Sheboygan approves the distribution of the amounts determined under §79.10 (4), (5), and (5m), Wis. Stats. directly to the City as provided under §79.10 (7m) (cm) 1. a. beginning in 2018 and in all

*Finance +
Personnel*

subsequent years until the repeal of this ordinance or such time as the total amounts to be distributed fall below \$3,000,000.

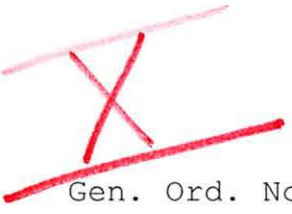
Section 2. The City Clerk is hereby directed to provide a copy of this ordinance to the department of administration and department of revenue.

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



Gen. Ord. No. - 17 - 18. By Alderpersons Wolf, Draughon, and Donohue.
February 5, 2018.

AN ORDINANCE repealing and recreating various sections of the Municipal Code so as to further implement the provisions of Res. 141-16-17 implementing changes to the City of Sheboygan committee, commission, and board structure, effective April 2017 and April 2018.

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

Section 1. Section 1-16 of the Municipal Code entitled "Suspension and revocation of licenses and permits" is hereby repealed and recreated in subsection (b)(2) thereof to read as follows:

"Sec. 1-16. Suspension and revocation of licenses and permits.

. . . .

(b) Except as otherwise specifically prescribed by this Code, the procedure for revocation of any license, permit, or registration issued in accordance with this Code shall be as follows:

. . . .

(2) The licensee shall be given notice of the reasons for the suspension or revocation and an opportunity to be heard before the common council or the licensing, hearings, and public safety committee for the purpose of determining whether such suspension shall be imposed or whether the license shall be revoked. Upon sworn, written complaint of any city resident filed with the city clerk alleging that a person holding a license under this Code has violated this Code, the common council or the committee may issue a summons signed by the clerk and directed to any peace officer in the city. The summons shall command the licensee or permittee complained of to appear before the common council or committee on a day and place named in the summons, not less than three days and not more than ten days from the date of issuance, and show cause why his license should not be revoked or suspended. The summons and a copy of the complaint shall be served on the licensee at least three days before the time at which the licensee is commanded to appear. Service shall be in the manner provided under W.S.A. § 801.01 et seq., for service in civil actions in circuit court.

. . . ."

*Public Safety
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Law + Licensing.*

Section 2. Section 2-72 of the Municipal Code entitled "Standing committees" is hereby repealed and recreated to read as follows:

"Sec. 2-72. Standing committees.

- (a) The following standing committees of the council shall be appointed by the mayor, subject to confirmation of the council, on the third Tuesday of April of each year, or as soon thereafter as may be possible:
 - (1) Finance and personnel committee; five aldermen.
 - (2) Licensing, hearings, and public safety committee; five aldermen.
 - (3) Public works committee; five aldermen.
- (b) Each alderman shall be appointed to at least one but not more than two of the standing committees. Each committee shall consist of five members, which shall include a chairman and a vice-chairman. The chairman and vice-chairman for each committee shall be designated by the mayor. No alderman shall chair more than one committee.
- (c) A quorum for each committee shall consist of three members."

Section 3. Section 2-558 of the Municipal Code entitled "Composition; appointment; terms" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 2-558. Composition; appointment; terms.

- (a) The transit commission shall consist of nine commissioners. Six of the members shall be the mayor, a member of the finance and personnel committee of the common council, a member of the licensing, hearings, and public safety committee of the common council, a member of the public works committee of the common council, the chief of police and the director of city development, who shall be members by virtue of their office. The other commissioners shall be three citizen members.

..."

Section 4. Section 10-103 of the Municipal Code entitled "Retail "Class B" Licenses" is hereby repealed and recreated in subsection (g) thereof to read as follows:

"Sec. 10-103. - Retail "Class B" licenses.

. . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in §125.51(4)(a)4, Stats., shall be \$10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in §125.51(4)(a)4, Stats. is the fee established in subsection (d) above.

. . ."

Section 5. Section 18-1 of the Municipal Code entitled "Adoption of state law provisions; abatement orders" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 18-1. - Adoption of state law provisions; abatement orders.

. . .

(b) Abatement orders.

- (1) The licensing, hearings, and public safety committee of the common council is hereby designated and authorized, pursuant to W.S.A., § 173.03(2), to affirm, modify, or withdraw abatement orders issued under W.S.A., § 173.11, by any humane officer or law enforcement officer.
- (2) Any person named in an abatement order may appeal such order to the licensing, hearings, and public safety committee within ten days of service of the order. The notice of appeal shall be served upon the city clerk and must state the grounds for the appeal with specificity. The licensing, hearings, and public safety committee shall schedule a hearing to be held within ten days of the receipt of the notice of appeal, unless the appellant agrees to a later date. The licensing, hearings, and public safety committee shall make reasonable efforts to notify

the appellant, the officer issuing the abatement order, and any other interested party of the hearing and the opportunity to present evidence and testimony at the hearing. The hearing shall be informal in nature. Within ten days after the hearing, the licensing, hearings, and public safety committee shall determine whether to affirm, modify and affirm, or withdraw the abatement order and shall issue their decision in writing and serve it upon the appellant and other interested parties.

- (3) Any person adversely affected by a decision under subsection (2) may seek judicial review by commencing an action in circuit court within 30 days after the date of the decision."

Section 6. Section 18-47 of the Municipal Code entitled "Dangerous and vicious dogs" is hereby repealed and recreated in subsection (i)(3) thereof to read as follows:

"Sec. 18-47. Dangerous and vicious dogs.

. . .

- (i) Declaration of vicious or dangerous dog; notification and hearing.

. . .

- (3) The hearing shall be held within fifteen days of receipt of the request for hearing before the licensing, hearings, and public safety committee of the common council. The chief of police shall serve the appellant with notice of such hearing by mail or personal service at least ten days before such hearing. Any interested party may present evidence as to whether the dog is dangerous or vicious. At such a hearing, the determination of the police officer shall be termed an initial determination.

. . ."

Section 7. Section 26-46 of the Municipal Code entitled "Vacant building registration" is hereby repealed and recreated in subsection (h) thereof to read as follows:

"Sec. 26-46. Vacant building registration.

. . .

- (h) Charge for public safety services. Any property owner or entity functioning as a trustee of an owner that fails to comply with any provision of this section shall be charged for any public safety services rendered to the property by the police department or fire department while noncompliant with this section. The city shall charge the cost thereof to the owner and, upon notice to the owner, such cost shall be assessed against the real estate as a special charge. Appeal of any determination of the chief of police or fire chief imposing costs against the owner may be submitted for a hearing to the licensing, hearings, and public safety committee of the common council. Chapter 68 of the Wisconsin Statutes shall not apply to such an appeal."

Section 8. Section 30-64 of the Municipal Code entitled "Revocation" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 30-64. Revocation.

. . .

- (b) Notification of licensee or permit holder; right of hearing. No license and/or user's permit shall be revoked until a written notice is received by the licensee or permit holder from the chief of police. Those so notified shall then have ten days to request, in writing, a hearing before the next meeting of the licensing, hearings, and public safety committee, who shall then rule on the revocation request by the chief of police or his authorized representative.

. . ."

Section 9. Section 50-630 of the Municipal Code entitled "Breach of agreement; cessation of service" is hereby repealed and recreated in subsection (c) thereof to read as follows:

"Sec. 50-630. Breach of agreement; cessation of service.

. . .

- (c) Notice of disconnection/cessation of services. No monitoring service shall be disconnected or agreement declared severable until a written notice sent by certified letter is received by the alarm user from the supervisor of the city public safety communications center. A person so notified shall then have 14

days to request in writing a hearing before the next meeting of the licensing, hearings, and public safety committee, who shall rule on the request by the supervisor of the city public safety communications center.

. . ."

Section 10. Section 54-73 of the Municipal Code entitled "Appointment of adult school crossing guards" is hereby repealed and recreated in subsection (c)(4) thereof to read as follows:

"Sec. 54-73. Appointment of adult school crossing guards.

. . .

(c) Conditions of employment. All school crossing guards shall be employed subject to the following conditions:

. . .

(4) The chief of police shall assign school crossing guards to such localities as shall be best suited to afford protection to those persons attending school in the city.

. . ."

Section 11. Section 66-154 of the Municipal Code entitled "Appeal" is hereby repealed and recreated to read as follows:

"Sec. 66-154. Appeal.

Appeal of any determination of the chief of police pursuant to this article may be submitted for a hearing to the licensing, hearings, and public safety committee of the common council. Wis. Stats. Ch. 68 shall not apply to such an appeal."

Section 12. Section 70-265 of the Municipal Code entitled "Appeal" is hereby repealed and recreated to read as follows:

"Sec. 70-265. Appeal.

(a) The above 1,500-foot requirements may be waived upon approval of the licensing, hearings, and public safety committee through appeal by the affected party. Such appeal shall be made in writing to the city clerk's office, who shall forward the request to the common council for referral to the committee, which shall receive reports from the police department on such appeal. The committee shall convene and consider the public

interest as well as the affected party's presentation and concerns. After deliberation, the committee shall forward its decision in writing via the minutes or otherwise to the City of Sheboygan Police Chief for their information and action. A written copy of the decision shall be provided to the affected party.

(b) The committee may reject a waiver request when the request is filed with the city clerk's office within 90 days of denial by the committee of a prior identical waiver request of the requester, absent a change in circumstances."

Section 13. Section 110-504 of the Municipal Code entitled "Revocation; penalties" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 110-504. Revocation; penalties.

(a) A sidewalk café permit may be revoked by the common council, prior to expiration, upon notice to the holder of an opportunity to be heard on the matter, as a result of any violation of the provisions of this article or of violation of the provisions of any city ordinance or state or federal statute relating to activity occurring within the sidewalk café. Said hearing shall be before the licensing, hearings, and public safety committee of the common council.

. . ."

Section 14. Section 138-13 of the Municipal Code entitled "Suspension or revocation" is hereby repealed and recreated in subsection (c) thereof to read as follows:

"Sec. 138-13. Suspension or revocation.

. . .

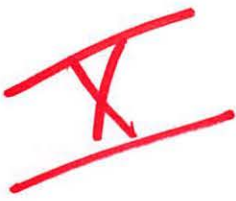
(c) Hearings. The hearings provided for in this section shall be conducted by the licensing, hearings, and public safety committee at a time and place designated by the committee chairperson. Based upon the record of such hearing, the building inspection department shall be charged with enforcing the decisions of the committee with the assistance of such other government official as necessary. A written report of the hearing decision shall be furnished to the license holder by the committee chairperson."

Section 15. 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 April 17, 2018.

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. - 17 - 18 . By Alderpersons Draughon and Sorenson.
February 5, 2018.

AN ORDINANCE amending Section 26-36 and 26-37 of the Municipal Code so as to update the adoption of various uniform and building codes.

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

Section 1. Section 26-36 of the Municipal Code entitled "Building code adopted" is repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 26-36. Building code adopted.

(a) The Wisconsin Uniform Building Code, as amended in 2009, prepared by the Building Inspectors' Association of Southeastern Wisconsin, is hereby adopted by reference as the city's building code with the exception of the following sections: Section 30.20(3) of chapter 3; section 30.06(2) and (3) of chapter 2; and section 30.40 of chapter 5.

..."

Section 2. Section 26-37 of the Municipal Code entitled "Uniform codes adopted" is repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 26-37. Uniform codes adopted.

(a) *Generally.* The following, including all appendixes and all amendments thereto, are adopted and incorporated in this Code by reference, except as specifically provided in this chapter:

- (1) Chapters SPS 316, 320-325, 360-366, 367 and 381-387, Wis. Admin. Code.
- (2) The International Property Maintenance Code, as adopted in 2009, except:
 - a. The following sections and subsections are specifically excluded:
 - 1. Subsection 102.3;
 - 2. Section 103;
 - 3. Section 111;
 - 4. Section 303;
 - 5. Subsection 304.3;

Public Safety

6. Subsection 307.3.1;
 7. Subsection 307.3.2;
- b. The following sections and subsections are modified as set forth below:
1. Section 301.2 is modified to provide as follows: "No person, shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this Code."
 2. Subsection 304.7 is modified to provide as follows: "All roofs shall be structurally sound, tight and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building. Existing gutters and downspouts shall be maintained in good repair, and direct water away from all foundations. All dwellings nearer than three feet to property line shall have gutters and downspouts installed on the entire affected side."
 3. In addition to the requirements of subsection 304.13, window panes and doors which require glazing shall not be boarded up except as a result of weather conditions or replacement and then only on a temporary basis, not to exceed three weeks. Commercial buildings shall comply with the requirements of subsection 26-651(e) of this Code.
 4. Subsection 304.14 is modified to provide that screens shall be required between May 1 and October 15.
 5. Subsection 304.18.1 is modified to provide as follows: "Doors providing access to a dwelling unit, rooming unit, rooming unit or housekeeping unit that is rented, leased, or let shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order."
 6. Subsection 307.1 is modified to provide as follows: "Every exterior and interior flight of stairs having more than three risers shall have a handrail on one side of the stair and every open

portion of a stair, landing, balcony, porch, deck, ramp or other walking surface more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches high or more than 38 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Existing handrail and guardrails in good repair may remain per the code in effect at the time of installation."

7. Subsection 404.5 is modified to provide as follows: "The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the code official, endanger the life, health, safety or welfare of the occupants. Every room occupied for sleeping purposes shall contain at least 70 square feet of floor space and shall contain at least 50 square feet of floor space for each occupant over 12 years of age and 25 square feet of floor space for each occupant 12 years of age or under."
8. The final sentence of subsection 505.1 is modified to provide as follows: "All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with provisions of the Wisconsin Administrative Code."
9. Subsection 602.3 is modified to provide that it is effective between September 1 and May 31 and so as to replace the reference to Appendix D of the International Plumbing Code with SPS 322.07(2). Wis. Admin. Code.
10. Subsection 602.4 is modified to provide that it is effective between September 1 and May 31.
11. Subsection 603.2 is modified to eliminate the exception.
12. Subsection 604.2 is modified to replace the reference to the ICC Electric Code with SPS 316, Wis. Admin. Code.

(3) The International Building Code chapters 1-35.

. . . ."

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

II

Other Matters.

R. O. No. 285 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting various license applications for the period ending June 30, 2018, December 31, 2018 and June 30, 2019.

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3307	Umi Sushi & Steak House	519 N. 8 th Street

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3312	Toys Thai Laos	1229 N. 8 th Street
3022	Paradigm	1202 N. 8th Street

CLASS "C" BEER LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8th Street

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2036	Castillo, Edward R.	307 N. 11 th Street, Oostburg
2025	Chaudhary, Prem Lal	916 Mulberry Lane, Kohler
0231	Ciotola, Bryan T.	1534 Blocki Court
9560	Cisler, Ashley M.	1125 Lincoln Avenue
2009	Even, Megan R.	608 Detroit Street, Sheb. Falls
9969	Horness, Katheryn J.	824 Roosevelt Road, Howards Grove
2034	Knapp, Brittany L.	1418 Meadow Lane Apt. E, Oostburg
2047	Kobes, Laura L.	1117 S. 16 th Street
2031	Kosaric, Ermin M.	1224 St. Clair Avenue
2032	Martinez, Cesar J.	3431 N. 10 th Street Apt. 131
2029	Puls, Andrew W.	324 Center Avenue Apt. 3
2037	Ramos, Draven C.	4011 Oakdale Court D107
2030	Repinski, Douglas S. (Club)	1527 Georgia Avenue
2042	Scheidt, Jeremiah	W2756 Huibregtse Lane, Oostburg

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licensing*

2035 Schleicher, Shelby
2039 Stauber, Abbey L.
2033 Swart, Heather L.
2043 Vongpanya, Brandy J.

436 Prospect Avenue, Sheb. Falls
1538 N. 20th Street
1119 S. 17th Street
3613 S. 10th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2041	Davis, Iesha Shontia	320 Center Ave #3
0597	Justus, Jordan A.	2337 Skyline Dr. 2D
2024	Klahn, Sheridan R.	328 Wisconsin Avenue
0677	Perez-Velo, Erik Francisco	1623 Saemann Avenue

MASSAGE ESTABLISHMENT LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3313	Pamela Jankoski	2808 Kohler Memorial Drive

II

Other Matters

R. O. No. 284-17 - 18. By DIRECTOR OF PLANNING AND DEVELOPMENT.
February 5, 2018.

Submitting a summary of the review of the Sheboygan Municipal Armory proposals received as a result of the Request for Proposals due January 3, 2018.

On June 5, 2017, the Common Council approved the Purchasing Agent to seek bids for demolition of the Sheboygan Armory and to issue a Request for Proposals (RFP) for the redevelopment of site. On September 18, 2017, the Common Council approved entering into a \$355,573.38 contract with Vinton Construction for demolition of the Armory.

January 3, 2018 was the deadline for the submittal of proposals related to the Request for Proposals. Six proposals were received. Four of the proposals are for the redevelopment of the site without the armory building and two of the proposals are for the repurpose of the existing armory building. Consistent with the RFP, a review task group was formed that was made up of Mayor Vandersteen, City Administrator Darrell Hofland, Finance Director Nancy Buss, Director of Public Works David Biebel, Director of Planning and Development Chad Pelishek and two citizen members. The RFP provided review criteria that were used by each of the task group members to rank the proposals. The key elements of each of the six proposals are listed below:

1. Armory Community Project: Proposal provides a variety of uses for the existing armory building including a culinary incubator, business incubator, events space and dining options. The proposal also provides a separate housing component - 40 market rate apartments on the west portion of the property that would provide an estimated assessed property value of \$6.6 million for the City. The armory redevelopment would be owned by a to-be-created not-for-profit entity which would not pay any property taxes. At the time of the submittal of the proposal, no capital funding appears to be in place. Proposer would purchase the property for \$1 as is and requires City funding of an unknown amount. Also the proposal does not include an operating pro-forma including revenue sources or information as to who will be operating the facility as developed. The armory project would be completed by summer 2019; the apartment project would be completed by December 2019. Since the not-for-profit entity would be new, no facility redevelopment or facility operating experience exists. The developer of the apartments has successfully completed similar projects.

2. TDK Group, LLC: Proposal provides a variety of uses for the existing armory building including concerts, wedding, receptions, and conferences. The armory redevelopment would be privately owned and would pay property taxes. The financials of the proposals are weak including lack of information about anticipated assessed property value. Proposer would purchase the property for \$10 as is and requires TID-funded incentives of an unknown amount from the City. Very limited information provided on the actual costs to make the suggested improvements to the building as it relates to the proposed use. No financial projection on construction and operation provided. No facility redevelopment or facility operating experience exists.

Finance + Personnel

3. True Vine Development: Proposal provides for 155 market rate apartments to be constructed on the property in two phases with an estimated assessed property value of \$35.5 million. Proposer would purchase the property for \$1 and requires TID-funded incentives of \$3.1 million from the City. The project proposes a quality design for the property. Proposer would complete phase 1 in 2019 and phase 2 in 2020. The review group had reservations over the two phased approach and concerns if the construction of phase 2 would start as planned. The developer has successfully completed similar projects.

4. T Wall Enterprises: Proposal provides for 198 units of market rate apartments to be constructed in three phases. Proposer would purchase the property for \$1 and requires TID-funded incentives of \$11 million from the City. Concerns by the review group included the large TID incentive required and the three phases with the concerns whether the three phases would get built. The developer has successfully completed similar projects.

5. Scott Crawford, Inc.: Proposal provides for 122 mixed uses housing consisting of 48 units of affordable housing and 74 units of market rate housing including rental townhomes. The affordable units would have rents between \$715 and \$850/month for 650 square foot and 950 square foot units, respectively. The project also consists of approximately 8,600 square feet of first floor commercial space to include retail, entertainment and/or restaurant/lounge. The \$26 million project would be completed in one phase. Proposer would start construction in fall 2018 with completion in spring 2020. Proposer would purchase the property for \$500,000 and requires TID-funded incentives up to 4 million from the City on a property tax rebate basis. The proposer has provided documentation related to commercial financing as well as developer equity. The developer has successfully completed similar projects.

6. Catellus Group: Proposal provides for the construction of an 18.6 million 125 room lakefront hotel, restaurant and conference center. It is unknown at this time whether the hotel would be a franchised hotel or an independently owned hotel. The project would be completed in one phase. Proposer would start construction in spring 2019 with completion in summer 2020. With the recent announcement of potentially three new hotels in the market, it may impact the vitality of this proposal. Proposer would purchase the property for \$100 as is and may require TID-funded incentives from the City. The proposal suggests a city owned or developer owned parking structure to provide parking for the hotel and conference space. The developer has successfully completed similar projects.

Following a review of the proposals, the review group recommended further discussion with the Catellus Group and Scott Crawford, Inc. On February 1, 2018, follow-up meetings were held with the two finalists. After further deliberation, the review group recommends the Common Council consider proceeding with Scott Crawford, Inc. for its proposed \$26 million project consisting of the construction of 122 affordable and market rate housing units, underground parking and approximately 7,000 square feet of retail space on the first floor.

DIRECTOR OF PLANNING
AND DEVELOPMENT

III

Other Matters

Res. No. 134 - 17 - 18. By Alderpersons Donohue and Bohren.
February 5, 2018.

A RESOLUTION authorizing city staff to negotiate a developer's agreement between the City of Sheboygan and Scott Crawford, Inc. for the redevelopment of the former Sheboygan Armory site.

WHEREAS: January 3, 2018 was the deadline for interested parties to submit a proposal to redevelop the Sheboygan Municipal Armory;

WHEREAS: Six proposals were received. Two proposals repurposed the current armory building and four proposals redeveloped the site without the armory building.

WHEREAS: The review task group recommended Scott Crawford, Inc.'s proposed \$26 million project consisting of the construction of 122 affordable and market rate housing units, underground parking and approximately 7,000 square feet of retail space on the first floor.

RESOLVED, that the Common Council authorizes the city staff to negotiate a developer's agreement between the City of Sheboygan and Scott Crawford, 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