

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 99-18-19 by Alderpersons Rindfleisch and Bohren to authorize a transfer of appropriations in the 2018 Budget.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: September 18, 2018

MEETING DATE: September 24, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Donations towards the Police K-9 Unit totaling \$10,067 were received and going to be used for supplies supporting the program.

Sale of old fire department equipment netted \$175 and will be spent on new supplies for the Fire Department.

Sale of miscellaneous metal including light poles damaged in accidents netted \$862.63 to be used for small tools and equipment in the Department of Public Works.

STAFF COMMENTS

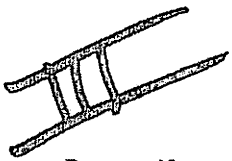
These miscellaneous sales net minimal proceeds but still will be utilized in the departments to purchase new tools and supplies.

ACTION REQUESTED

Motion to recommend the Common Council approve Res. No. 99-18-19 authorizing a transfer of appropriations in the 2018 Budget.

ATTACHMENTS:

- I. Res. No 99-18-19



4.1

Res. No. 99 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

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

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

Establish estimated revenue and appropriation for donations received for Sheboygan Police Department K-9 Fund:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Police Department Contributions 10121100-467101-00026	General Fund Police Department Safety Supplies 10121100-530260-00028	\$10,067

Establish estimated revenue and appropriation for sale of Fire Department equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fire Department Sale of Equipment 10122100-469101	General Fund Fire Department Program Supplies 10122100-530200	\$175

Finance
Personnel

Establish estimated revenue and appropriation for sale of metal:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Department of Public Works Miscellaneous Revenue 10133110-449911	General Fund Municipal Service Building Tools & Small Equipment 10133110-530255	\$862.63



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 98-18-19 by Alderpersons Rindfleisch and Bohren. A resolution providing for the sale of approximately \$8,750,000 General Obligation Refunding Bonds.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: September 17, 2018

MEETING DATE: September 24, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is presently in need of approximately \$8,750,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable Note Anticipation Notes, dated July 2, 2018; and the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of two series of general obligation refunding bonds, one on a tax-exempt (\$5,100,000) and one on a taxable basis (\$3,650,000), pursuant to Section 67.04, Wisconsin Statutes.

STAFF COMMENTS

Staff members have been in discussions with Carol Wirth of WI Public Finance Professional LLC to coordinate the borrowing of funds. It is anticipated that the borrowing approval will take place on November 5, 2018 with closing and delivery of funds on December 5, 2018.

ACTION REQUESTED

Motion to recommend the Common Council approve Res. No. 98-18-19 by Alderpersons Rindfleisch and Bohren.

ATTACHMENTS:

- I. Res. No. 98-18-19

III

4.2

Res. No. 98 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$5,100,000 GENERAL OBLIGATION REFUNDING BONDS AND APPROXIMATELY \$3,650,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$8,750,000 for the public purpose of refunding certain outstanding obligations of the City, to wit: Taxable Note Anticipation Notes, dated July 2, 2018; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of two series of general obligation refunding bonds, one on a tax-exempt and one on a taxable basis, pursuant to Section 67.04, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

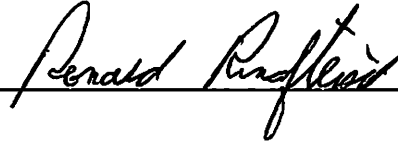
Section 1. Issuance of the Bonds. The City shall issue its General Obligation Refunding Bonds in a principal amount of approximately \$5,100,000 and its Taxable General Obligation Refunding Bonds in a principal amount of approximately \$3,650,000 (collectively, the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Official Notices of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notices of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of complete Official Notices of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Finance Personnel

Section 4. Official Statement. The City Clerk (in consultation with WPPF) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2018.

Dated _____, 20__ . _____, City Clerk

Approved _____, 20__ . _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No.100-18-19 by Alderpersons Rindfleisch and Bohren to authorize a transfer of appropriations in the 2018 Budget.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: September 18, 2018

MEETING DATE: September 24, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan has been awarded an AARP Grant for \$8,500 with the use of those funds to provide five bike fixation stations.

The City of Sheboygan has also been awarded an AARP Grant for \$4,000 with the use of those funds to provide an age-friendly survey in the City of Sheboygan as well as two community listening sessions covering various livable community topics.

STAFF COMMENTS

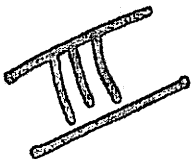
As Sheboygan continues forward with creating healthy living options including additional bike trails this grant offers an excellent complement to that approach. In addition, the ability to survey residents to continue to receive timely and crucial feedback to assist in future developments is beneficial.

ACTION REQUESTED

Motion to recommend the Common Council approve Res. No. 100-18-19 authorizing a transfer of appropriations in the 2018 Budget.

ATTACHMENTS:

- I. Res. No 100-18-19



Other matters

Res. No. 100 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 17, 2018.

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

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

Establish appropriation for the AARP Grant and the use of those funds to provide five bike fixation stations.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	\$8,500.00

Establish appropriation for the AARP Grant and the use of those funds to provide an age-friendly survey in the City of Sheboygan as well as two community listening sessions covering various livable community topics.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	\$4,000.00

Ronald Rindfleisch

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 14-18-19 is a claim from Scott and Terri Knapp for alleged damages caused by a sewer back-up. R.O. No. 68-18-19 is a claim from Wallin Hennell for alleged damages to his vehicle. R.O. No. 102-18-19 is a claim from Alexander Sharick for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: September 14, 2018

MEETING DATE: September 24, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

R.O. No. 14-18-19 is a claim from Scott and Terri Knapp for alleged damages caused by a sewer back-up in the amount of \$891.00.

R.O. No. 68-18-19 is a claim from Wallin Hennell for alleged damages to his vehicle in the amount of \$334.20.

R.O. No. 102-18-19 is a claim from Alexander Sharick for alleged damages to his vehicle in the amount of \$750.00.

STAFF COMMENTS:

City staff has reviewed the above claims and under the authorization granted by the Common Council in Resolution No. 64-17-18, passed on September 5, 2017, City Administrator Darrell Hofland in consultation with the City Attorney and the Finance Department has determined it is in the best interest of the city to deny the above claims.

ACTION REQUESTED:

Motion to recommend the Common Council file the following documents:

- I. R.O. No. 14-18-19 Scott and Terri Knapp
- II. R.O. No. 68-18-19 Wallin Hennell
- III. R.O. No. 102-18-19 Alexander Sharick

ATTACHMENTS:

- I. R.O. No. 14-18-19
- II. R.O. No. 68-18-19
- III. R.O. No. 102-18-19

II

4.8

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

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

*Finance +
Personal*

CITY CLERK

II

4.8

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

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

Finance + Personnel

CITY CLERK

II

3.2

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

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

*Finance
Personnel*

CITY CLERK

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. No. 86-18-19 (R.O. No. 272-17-18) (R.C. No. 291-17-18) is 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.

R.O. No. 273-17-18 (R.C. No. 292-17-18) is a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes (\$30,542.94 for second installment of 2017 tax bill) for the Payment In Lieu of Taxes (PILOT) payment assessed for the 2017 tax year.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: August 19, 2018 (Revised)

MEETING DATE: September 24, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

City staff has reviewed the following documents:

- R.O. No. 272-17-18 (R.C. No. 291-17-18) is 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 bill (for payment in 2018) in the amount of \$30,542.94 (first installment of 2017 tax bill).
- R.O. No. 273-17-18 (R.C. No. 292-17-18) is a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes (\$30,542.93 for second installment of 2017 tax bill) for the Payment In Lieu of Taxes (PILOT) payment assessed for the 2017 tax year.

Per Res. No. 64-17-18, passed on September 5, 2017, City Administrator Darrell Hofland has authorization for claim settlement and related payment up to \$50,000.

STAFF COMMENTS – REVISED:

City Attorney Charles Adams and City Administrator Darrell Hofland have reviewed the terms of the PILOT (payment in lieu of tax) agreement with Creation and Preservation Partners, Inc.

In light of the lawful issuance of the 2017 tax bill (for payment in 2018) and Creation and Preservation Partners, Inc.'s payment of a \$15,000 PILOT amount for the same calendar year 2018, the City has offered to resolve the double 2018 payment by Creation and Preservation Partners, Inc. by refunding the \$15,000 PILOT amount.

A letter on August 3, from the Office of the City Attorney was sent requesting signature on a release agreement.

ACTION REQUESTED:

Motion to recommend the Common Council file R.O. No. 272-17-18 (R.C. No. 291-17-18) and R.O. No. 273-17-18 (R.C. No. 292-17-18).

ATTACHMENTS:

- I. R.C. No. 86-18-19
- II. R.O. No. 272-17-18 (R.C. No. 291-17-18)
- III. R.O. No. 273-17-18 (R.C. No. 292-17-18)
- IV. PILOT Agreement

VI

2.3

R. C. No. 86 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 20, 2018.

Your Committee to whom was referred R. C. No. 291-17-18 by Finance and Personnel Committee and R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservations Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends filing the document.

*Consent
refer back to F+P*

Ronald Ruppel

Jamara Bohre

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

2
II

3.2

R. O. No. 272 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the real property taxes assessed for the 2017 tax year.

*Finances
Personnel
Finances + Personnel
of new Council*

CITY CLERK

VI

5.14

R. C. No. 291 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018 2019*

James A. Boh
[Signature]
_____ 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

3.3

II

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

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

*Finances
Personnel
of new personnel
of new council*

CITY CLERK

11

5.17

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

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

FINANCE & PERSONNEL
2018 2019

James A. Beh

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

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 thereof, 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

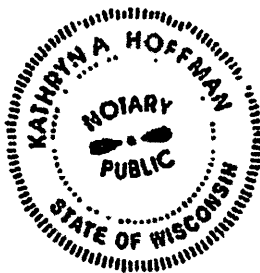
By: Michael J. Vandersteen
Name: Michael J. Vandersteen
Its: Mayor

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: 

Name: Steven E. Woods

Title: President, Board of Directors

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sheboygan County)

Personally came before me this 6 day of December, 2016, Steven E. Woods, President, Board of Directors, of Creation and Preservation Partners, Inc., known to me to be the person who executed the foregoing instrument and acknowledge they executed the foregoing instrument as officers of said corporation by its authority.



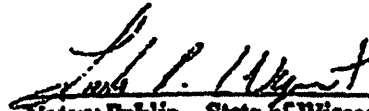
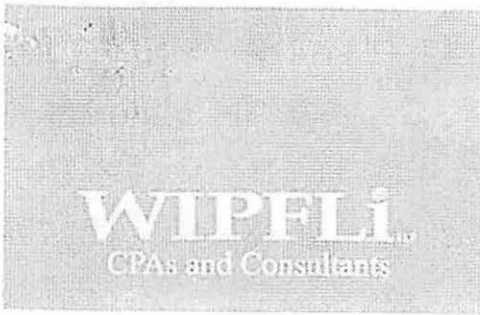

Notary Public - State of Wisconsin
My commission expires 12/31/2018

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.



Wipfli LLP
 2901 East Enterprise Avenue
 Appleton, WI 54913
 PO Box 1895
 Appleton, WI 54912-1895
 920.739.6500
 fax 920.739.6707
 www.wipfli.com

7x17 2018-01-30

JAN 30 '18 3:50

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:

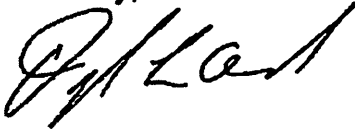
1. The property was exempt from real estate taxes based upon a PILOT agreement, dated December 6, 2016, between Creation and Preservation Partners, Inc. and the City of Sheboygan (Attachment 1).
2. The City of Sheboygan has already received a 2017 property tax payment for this parcel via check number 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)

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.

Payee City of Sheboygan
Vendor ID Sheboygan, City of

Account #:

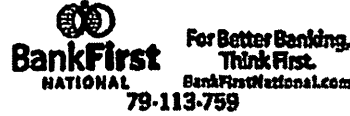
Attachment #2

14:
1/17/20

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

1421

Creation & Preservation Partners, Inc.
609 New York Ave
Sheboygan, WI 53081



***Thirty Thousand Five Hundred Forty Two and 94/100 Dollars

DATE

1/17/2018

AMOUNT

\$30,542.94

AUTHORIZED SIGNATURE

PAY
TO THE
ORDER
OF

City of Sheboygan
Nancy Buss Finance Director
828 Center Ave.
Sheboygan, WI 53081

⑆001426⑆ ⑆075901134⑆ 2⑆550⑆8791⑆

Creation & Preservation Partners, Inc.

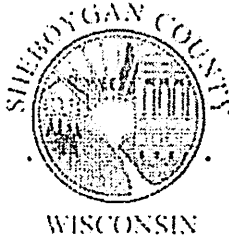
1421

Payee City of Sheboygan
Vendor ID Sheboygan, City of

Account #:

14:
1/17/20

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



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

Search powered by

 GCS

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

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

Tax District: CITY OF SHEBOYGAN

County: SHEBOYGAN COUNTY

Parcel #: 59281216522

Alt. Parcel #:

Plat:

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

Owner Name: CREATION & PRESERVATION PARTNERS, INC.

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

Property Address: 3530 LOWER FALLS RD

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

Acres: 30.520

Block/Condo Bldg:

Batch: 700031

Payment Amount Received: \$30,542.94

Tax Amount Paid: \$30,542.94

Overpayment: \$0.00

Cashier: Teller 1 WBTD

Agent Authorization for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name 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 Wipfil 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@wipfil.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 _____ _____ _____ 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 Gammayer
	Owner signature
	Company or title John Michael Rohrer Arts Center, Director
	Date (mm-dd-yyyy) 01 - 26 - 2018