

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 210-18-19 by Alderpersons Rindfleisch and Bohren. A resolution authorizing the appropriate City officials to execute the First Restated Optic Network Intergovernmental Cooperative Agreement between the City of Sheboygan, Sheboygan County, and the Sheboygan Area School District.

REPORT PREPARED BY: Eric Bushman, Information Technology Director

REPORT DATE: April 17, 2019

MEETING DATE: April 24, 2019

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:

The City of Sheboygan, Sheboygan County and Sheboygan Area School District jointly own and operate a shared fiber option network. The network became operational in 2016.

Since the Optic Network Intergovernmental Cooperative Agreement was entered on September 4, 2015, there have been various terms and provisions that have proven to be ambiguous, unworkable, or are in the need of updating.

STAFF COMMENTS:

Jointly, the three government entities have negotiated updates to the agreement covering such topics as allocation of individual stands of fiber, the active status of the fiber, rights and use. Other provisions that were appropriate during the construction phase of the Project are no longer necessary and are recommended to be deleted now that the Project has been completed.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 210-18-19 authorizing the Mayor and City Clerk to execute the First Restated Optic Network Intergovernmental Cooperative Agreement between the City of Sheboygan, Sheboygan County, and the Sheboygan Area School District.

ATTACHMENTS:

- I. Res. No. 210-18-19

III

4.2

Res. No. 210 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
April 15, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the First Restated Fiber Optic Network Intergovernmental Cooperative Agreement between the City of Sheboygan, Sheboygan County, and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Restated Fiber Optic Network Intergovernmental Cooperative Agreement, a copy of which is attached hereto and incorporated herein.

Finance &
Personnel
2019 2020.

Ronald Rindfleisch
James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**FIRST RESTATED
FIBER OPTIC NETWORK INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

WHEREAS, the **CITY OF SHEBOYGAN (City)**, a municipal corporation, **SHEBOYGAN COUNTY (County)**, a Wisconsin governmental body corporate, and the **SHEBOYGAN AREA SCHOOL DISTRICT (District)**, a Wisconsin school district, (the Parties) entered into an Intergovernmental Cooperative Agreement to establish a protocol under which the Parties would construct, operate, and maintain a coordinated regional communications infrastructure in the form of a Fiber Optic Network, and

WHEREAS, since the Agreement was entered on September 4, 2015, there have been various terms and provisions that have proven to be ambiguous, unworkable, or in need of updating, and

WHEREAS, most particularly, the Parties need to address the fact that within the Ring Cables are individual strands of fiber, the status and rights and use of which need to be addressed, and

WHEREAS, other provisions that were appropriate during the construction phase of the Project are no longer necessary now that the Project has been completed, and

WHEREAS, it is in the best interests of the Parties to amend the Agreement by way of this First Restated Fiber Optic Intergovernmental Cooperative Agreement;

NOW THEREFORE, the Parties agree to the terms of this First Restated Fiber Optic Network Intergovernmental Cooperative Agreement as follows:

1. PARTIES. The Parties to this Agreement are the **CITY OF SHEBOYGAN (City)**, a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; **SHEBOYGAN COUNTY (County)**, a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081; and the **SHEBOYGAN AREA SCHOOL DISTRICT (District)**, a Wisconsin school district organized under Wis. Stat. § 117.105, having its principal offices at 830 Virginia Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. City, County, and District had heretofore purchased and maintained independent cable network systems to support their respective operations. This Agreement is intended to establish a protocol under which the Parties will maintain the coordinated regional communications Network that they constructed as defined below.

3. AUTHORITY. This Agreement is entered into between the Parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation.

4. DEFINITIONS. The following terms shall have the following meanings:

"Cables" means the sheath or casing and any ancillary equipment or materials thereto through which the glass optical fiber Strands run.

"City Laterals" means the eight (8) Laterals other than the Lateral connecting with the Fire Department 5 site owned by City and identified in Paragraph 2.03 of the Request for Bid (RFB).

"City/District Lateral" means the Lateral connecting to the Jackson Elementary site identified with District and to the Fire Station 5 site identified with City in Paragraph 2.03 of the RFB.

"Construction Contract" means the contract as awarded by County pursuant to the RFB.

"Contractor" means the general contractor hired to perform the Construction Contract.

"County Laterals" means the eight (8) Laterals to be owned by County and identified in Paragraph 2.03 of the RFB.

"District Laterals" means the twenty-one (21) Laterals other than the Lateral connecting with the Jackson Elementary site owned by District and identified in Paragraph 2.03 of the RFB.

"Lateral" means a single one of the Laterals.

"Laterals" means the physical tunnel running from the Ring to facilities owned by the Parties individually as well as the physical tunnel owned or serving both City and District as described in Paragraph 2.03 of the RFB.

"Lateral Cables" means those Cables running through the Laterals but does not include the Cables running within the Ring.

"Maintenance Contract" means the contract or the individual contracts for the maintenance of the Network as described in Section 8, below.

"Maintenance Provider" means the contractor that provides the maintenance of the Network pursuant to the Maintenance Contract.

"Network" means the Ring, the Ring Cables and the Laterals and all associated equipment as an integrated system as well as the right to maintain the same on the real estate in, over, and/or under which the Ring and Laterals run.

"Project" means the construction of the Ring and the Laterals as described in the RFB.

"RFB" means the request for bid document prepared by Multimedia Communications & Engineering, Inc., and released by County on April 3, 2015, which is incorporated into this Agreement by this reference.

"Ring" means the physical tunnel or excavation through which the Cables run and which connect to the Laterals.

"Ring Cables" means those Cables running through the Ring, but does not include the Cables running through the Laterals.

"Shared Laterals" means the four (4) Laterals to be owned jointly by the parties and identified in Paragraph 2.03 of the RFB.

"Strands" means the actual glass optical fibers inside the Cable sheath or casing.

5. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. This Agreement shall remain in full force and effect until the earlier of August 1, 2065, or such time as the Parties all agree to terminate it. This Agreement may be terminated as to an individual Party upon an Event of Default as set forth in Section 16 below.

C. Withdrawal for Cause. A Party may withdraw from this Agreement only in the event of an Event of Default by another of the Parties;

provided, however, that if the withdrawing Party under this Section 1C is County, the non-defaulting other Party shall retain the easement rights for the use and access to the Ring sufficient for the non-defaulting other Party to enjoy the rights contemplated by this Agreement.

6. ROAD, EXCAVATION, AND OBSTRUCTION PERMITS AND APPROVALS. Any permanent portion of the Network that has been constructed on or under streets, roads, or other property owned by a party is there with the knowledge, consent, and license of that party. For portions of work that lie within the various state highways, County is responsible for maintaining all necessary Wisconsin Department of Transportation permits and approvals at County's expense.

7 ONGOING MAINTENANCE SERVICES. With the completion of the Project, County continues to be deemed the "lead agency" responsible for the day-to-day administration of the Ring, the Ring Cables and County's own Laterals; provided, however, if a Maintenance Contract of the Ring, Ring Cables, and all the Laterals would cost less than separate Maintenance Contracts for the separate Parties' Laterals, County shall enter into a Maintenance Contract for the Ring, the Ring Cables, and all Laterals. County may assess to each of City and District an administrative fee equal to one-tenth (1/10) of the savings realized because all the maintenance services are being provided under a single Maintenance Contract through County. If no cost savings can be realized through a single Maintenance Contract with County, each of the Parties shall enter into a separate Maintenance Contract with the maintenance provider. The Parties shall abide by their standard procedures regarding contracts for the procurement of services in soliciting and entering into a Maintenance Contract, but in any case, there shall be only one Maintenance Provider for the Network. Any maintenance contract covering the Ring, Ring Cables, and all the Laterals shall contain a provision requiring separate accounting for maintenance of the Ring and the Parties' separate Laterals.

8. ONGOING OPERATIONAL AND MAINTENANCE COSTS.

A. Ring, Ring Cable, and Shared Lateral Costs. The ongoing operational servicing and maintenance costs with respect to the Ring, Ring Cables, and Shared Laterals shall be borne equally by the Parties. As part of its obligations as "lead agency" for the Ring, Ring Cables, and Shared Laterals,

County may commit to up to Five Hundred Dollars (\$500.00) of charges and costs without the approval of the other parties.

B. Lateral Costs. Each party shall be responsible for maintenance costs attributable to its respective Laterals except District shall pay seventy-five percent (75%) of the cost of maintaining City/District Laterals, and City shall pay twenty-five percent (25%) of those costs.

C. License and Subscription Fees. If the Parties incur periodic subscription, utility, or license fees attributable to the Ring, such fees shall be borne equally by the Parties. To the extent that the fees can be isolated to the individual Party's use or are attributable to the individual Party's Laterals or to the Strands assigned to an individual Party, those fees shall be borne by that individual Party.

D. Capital Expenses. Any expenses in excess of Five Hundred Dollars (\$500.00) for the Ring or Ring Cables must be approved by two-thirds (2/3) of the Parties, except that if an expense is not agreed to by two-thirds (2/3) of the Parties and a Party nevertheless wishes to proceed with the expense at that Party's sole expense, it may commit its own funds and proceed to undertake the expense.

9. ASSIGNMENT OF STRANDS.

A. Designation of Areas. The individual Strands shall be assigned to the Parties. In order to make the assignment of the Strands, it is necessary to designate area segments of the Ring in which the Strands are present. Segment A is that portion of the Ring from the Courthouse to State Highway 42 and Martin Avenue. Segment B is that portion of the Ring from State Highway 42 and Martin Avenue to University and Taylor Drives. Segment C is that portion of the Ring from University and Taylor Drives to the Courthouse.

B. Ring Segment A. Ring Segment A currently has four hundred thirty-two (432) Strands. Each Party is assigned the rights to utilize or otherwise administer one-third (1/3) of the Strands, or one hundred forty-four (144) Strands. Accordingly, the Strands in Ring Segment A are assigned as follows:

- i. To District One hundred twenty-four (124) currently-used Strands and twenty (20) unused Strands as identified by County;
- ii. To County Seventy-six (76) currently-used Strands and sixty-eight (68) unused Strands as identified by County; and
- iii. To City Fifty-two (52) currently-used Strands and ninety-two (92) unused Strands as identified by County.

C. Ring Segment B. Ring Segment B currently has four hundred thirty-two (432) Strands. Each Party is assigned the rights to utilize or otherwise administer one-third (1/3) or one hundred forty-four (144) Strands. Accordingly, the Strands in Ring Segment B are assigned as follows:

- i. To District One hundred twenty-four (124) currently-used Strands and twenty (20) unused Strands as identified by County;
- ii. To County Seventy-six (76) currently-used Strands and sixty-eight (68) unused Strands as identified by County; and
- iii. To City Fifty-two (52) currently-used Strands and ninety-two (92) unused Strands as identified by County.

D. Ring Segment C. Ring Segment C currently has two hundred eighty-eight (288) Strands. If each Party is assigned the rights to utilize or otherwise administer one-third (1/3) of the Strands, each Party would be entitled to the use of ninety-six (96) Strands. Since the District already is utilizing one hundred twenty-four (124) of the Strands in Segment C, an equal one-third (1/3) assignment of the Strands is not possible. Accordingly, the Strands in Ring Segment C are assigned as follows:

- i. To District One hundred twenty-four (124) currently-used Strands and (8) unused Strands as identified by County;
- ii. To County Seventy-six (76) currently-used Strands and nine (9) unused Strands as identified by County;
- iii. To City Fifty-two (52) currently-used Strands and nineteen (19) unused Strands as identified by County.

E. Servicing Expenses. If there are Maintenance or servicing issues attributable to the Strands as distinct from the Ring or the Laterals, to the extent that it can be discerned that the Strand requiring servicing is assigned to one of the Parties, that Party will bear the expense of such servicing. If it is not possible to discern an assigned Strand as needing servicing, the cost of servicing of Strands shall be borne in proportion to assigned Strands, both currently-used and unused. As currently assigned, the costs shall be borne as follows:

The total number of Strands is one thousand one hundred fifty-two (1,152). Currently four hundred twenty (420) Strands, or 36.4% are assigned to District, three hundred seventy-three (373) Strands, or 32.4% are assigned to County, and three hundred fifty-nine (359) Strands, or 31.2% are assigned to City. District will pay 36.4%, County will pay 32.4%, and City will pay 31.2%.

F. Reassigning Strands. Any Party may vacate any Strand assigned to it upon giving thirty (30) days' notice to the other Parties. County will determine the reassignment of any unassigned Strands.

10. ADDITIONAL LATERALS TO PARTIES. At its own cost and expense and without consent of the other Parties, any Party may add Lateral Cables as long as doing so does not adversely affect the costs of operation to any other Party or the capacity or performance of the Network to the detriment of the other Parties.

11. EXPANSION OF RING BY PARTIES. No addition to the Ring to increase or enhance the capacity or performance or to expand services to the Parties or to third-party users of the Network, including the addition of new Strands, may be undertaken unless two-thirds (2/3) of the Parties approve of such expansion. Unless the Parties are able to equitably allocate the expenses of expansion to reflect the benefit

gained by each Party, any expenses of expansion will be borne equally by all parties regardless of whether the party approved of the expansion.

12. PROVISION OF SERVICES TO THIRD-PARTY USERS. Any Party may offer services to third-party users without requiring the approval of the other Parties if such third-party user's services only implicate the Strands assigned to the offering Party, provided that any expenses attributable to such third-party user services will not be borne by the other Parties. If any Party enters into such an agreement with a third-party user for services, the offering Party shall provide written notice to the other Parties at least thirty (30) days prior to the third-party user's commencement of services.

13. ADDITION OF NEW PARTIES. Any proposed new parties shall execute a Joinder Agreement in form acceptable to the existing Parties, by which the new parties will agree to become parties under this Agreement and be bound by all of its terms.

14. SECURITY. Each Party shall be responsible to assure appropriate security protocols are developed and followed to protect the Network from unauthorized access and/or data backup to protect from catastrophic loss, etc. The Parties shall be responsible for strict compliance with all such protocols.

15. TITLE TO PROPERTY. Legal title to the Ring and Ring Cables shall be in the name of County or third parties who have granted easement or similar rights to County, which easements shall name City and District as beneficiaries of the easement rights and shall survive termination provided County hereby grants to each of City and District separate, non-exclusive licenses to use the Ring and Ring Cables for the purposes set forth in the RFB and as may develop in the future for as long as each of them desires to use the Network. The Parties shall each own their individual Lateral Cables and their Laterals. If this Agreement is terminated, any property rights related to hardware or other tangible or intangible assets acquired under this Agreement and any ongoing maintenance shall accrue to the Party that paid for it.

16. DEFAULT AND REMEDIES. A Party shall be in default if it fails to perform any of its obligations under this Agreement and such failure continues for a period of ninety (90) days after notice from the other Party. In such case, the other Parties may declare this Agreement to be terminated immediately as to the defaulting Party, sue for damages, or pursue any other remedy at law or in equity, all remedies being cumulative, subject however to the same damage limitations set forth in Section

17 below. No declaration of default shall be effective unless it is issued or signed by both of the non-defaulting Parties. The foregoing notwithstanding, a three- (3-) day cure period shall be afforded for any default for a failure to maintain required insurance under Paragraph 21 below.

17. INDEMNIFICATION. Each Party shall protect, indemnify, and hold harmless the other Parties and their respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorneys' fees resulting from the negligence or fault of the indemnifying Party's officers, officials, employees, and agents arising out of, resulting from, or in any manner connected with the indemnifying Party's performance or nonperformance of this Agreement, subject however, that under no circumstances shall the indemnifying Party be liable: (a) to the extent of the negligent or intentional acts or breach of contract of the other Parties; or (b) for any incidental, consequential, indirect, exemplary or punitive damages or any damages for which any Party would not be liable for by reason of the immunity and damage limitations set forth in Wis. Stat. §§ 893.80, 895.52, and 345.05.

18. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. In case of a dispute between or among the Parties, each Party shall continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. Any litigation between the Parties shall be venued in the Circuit Court of Sheboygan County.

19. LIABILITY FOR CERTAIN DAMAGES. No Party shall be liable to the others for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. No party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond that Party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or degradation including line noise interference. All parties retain all applicable governmental immunities, defenses, and statutory limitations available including Wis. Stat. §§ 893.80, 895.52, and 345.05.

20. INSURANCE. County shall maintain all applicable property and liability insurance on the Ring and as the Parties may agree by majority vote. The other Parties

shall each reimburse County for one-third (1/3) of the premium expenses attributable to the placement of coverage on the Ring. Each Party shall be individually responsible for obtaining insurance on its Lateral Cables and its own Laterals. Each Party shall name the other Parties as additional insureds on its liability and casualty policies of insurance as to liability and casualty in regard to the Ring.

21. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of any Party to perform the essential purpose of this Agreement.

22. NOTICES. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service, (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service, or (d) by a commercial overnight courier that guarantees next-day delivery and provides a receipt, and such notices shall be addressed as follows:

FOR THE COUNTY:

Attn: County Administrator
508 New York Avenue
Sheboygan, WI 53081

FOR THE CITY:

Attn: Mayor
828 Center Avenue – Suite 204
Sheboygan, WI 53081

FOR THE DISTRICT:

Sheboygan Area School District
Attention: Superintendent

830 Virginia Avenue
Sheboygan, WI 53081

or to such other address as any Party may from time to time specify in writing to the other Parties. Any notice shall be effective only upon delivery. The foregoing addresses shall be presumed to be valid until notice of a different address for notice is given according to the provisions of this Paragraph.

23. ASSIGNMENT. No Party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other Parties which may be withheld in any Party's sole discretion.

24. INTERPRETATION. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all Parties.

25. HEADINGS. Headings in this Agreement are for reference only and are not to be considered substantial provisions.

26. AUTHORIZATION. Each person signing this Agreement represents and warrants to the other Parties that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the Party for which they purport to sign to the terms of this Agreement.

27. COUNTERPARTS AND SIGNATURES. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter, except that to the extent that the RFB and the Construction Contract are identified herein, those documents are incorporated by reference.

IN WITNESS WHEREOF, the Parties have caused this Fiber Optic Network Intergovernmental Cooperation Agreement as of the last date set forth below.

CITY OF SHEBOYGAN

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN AREA SCHOOL DISTRICT

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

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III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 4 - 19 - 20. By Alderpersons Donohue and Bohren.
April 24, 2019.

A RESOLUTION authorizing the appropriate City officials to negotiate and enter into a Development Agreement between Van Horn Development, LLC, the Redevelopment Authority of the City of Sheboygan ("RDA"), and the City of Sheboygan with regard to the former Kingsbury Property located on approximately 2.49 acres south of Wisconsin Avenue and west of North 10th Street.

WHEREAS, on February 27, 2019, the Redevelopment Authority approved a contract for the sale of land for private development with Van Horn Development related to the former Kingsbury Property, located on approximately 2.49 acres south of Wisconsin Avenue and west of North 10th Street; and

WHEREAS, said agreement provides that Van Horn Development will construct up to thirty town home condominium units, and additionally provides that proceeds from the sale to the RDA will be placed in escrow for use in paying for environmental remediation costs; and

WHEREAS, said agreement provides for a minimum investment by Van Horn Development of four million (\$4,000,000) dollars, and a minimum assessed value of the completed project of six million (\$6,000,000) dollars. This would result in a significant benefit to the City both in terms of property tax collections (estimated at about \$148,800 per year) and in developing a property that has lied fallow for decades because of environmental concerns; and

WHEREAS, because of the environmental concerns on the property, Van Horn Development, LLC, has approached the City of Sheboygan about obtaining a pay-as-you-go TIF incentive from TID 10 in the amount of \$300,000 to partially bridge the gap between current funding and construction costs; and

WHEREAS, on April 3, 2019, the Common Council approved in closed session a strategy for negotiating the TIF incentive with the Developer; and

WHEREAS, city staff and the developer have a general agreement regarding the TIF incentive which falls within the parameters approved by the Common Council on April 3; and

WHEREAS, the deadline for TIF expenditures in TID 10 is rapidly approaching, and while a finalized agreement is not fully complete, certain terms which must be approved have been agreed to by city staff and the developer, and it is the desire of the Common Council to enter into an agreement with the developer with regard to the TIF incentive prior to the end of the expenditure deadline.

Finance + Personnel

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute a Redevelopment Agreement by and between Van Horn Development, LLC, the Redevelopment Authority of the City of Sheboygan, and the City of Sheboygan, which includes the following terms with regard to a TIF incentive:

- 1) The RDA will sell the property to the Developer for \$50,000.00 (the "Purchase Price").
- 2) The RDA will place the entire sum of its proceeds from the sale of the Property into an escrow account; such funds shall be used to reimburse the Developer for fifty percent (50%) of eligible environmental costs incurred by the Developer up to the amount placed into escrow at the time of closing.
- 3) The Developer shall obtain a written loan commitment from a lending institution for the construction of the project and any and all improvements.
- 4) The Developer shall utilize the Property by constructing the Project and all related improvements, at a minimum investment of Four Million (\$4,000,000) dollars. Minimum Investment includes all costs for construction of all buildings and other improvements on the Property and leasehold improvements, including, without limitation, all hard costs and expenditures made or incurred by the Developer in connection with the Project, on or before the completion date of construction of the Project, including, without limitation, any and all costs the Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.
- 5) The City shall provide to the developer a maximum \$300,000 pay-as-you-go TIF incentive from TID 10, in which the developer would be paid back 100% of the value of the taxes generated over the period of two years, but only if construction costs reach \$6,000,000.

BE IT FURTHER RESOLVED, that city staff are directed to provide a copy of the executed agreement as a report to the Finance and Personnel Committee of the Common Council.

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: Capital Improvements Projects (CIP) for the years 2020 – 2024 for the Department of Information Technology and Cable TV Fund.

REPORT PREPARED BY: Eric Bushman, Director of Information Technology

REPORT DATE: April 5, 2019

MEETING DATE: April 24, 2019

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:

Annual Capital Improvements Program (CIP) for Information Technology and WSCS Cable TV.

STAFF COMMENTS:

The following is a summary of the 2020 request for Capital Improvements for Information Technology and WSCS.

Information Technology:

Digital Evidence Storage Solution - \$100,000. Currently, video storage from several applications is stored on the production storage solution. This solution is expensive as adding capacity to the core storage solution also increases the capacity needs of the enterprise backup solution. This will allow video to be stored on an enterprise system with reduced costs.

Microsoft Server Licensing - \$25,000. Our current disaster recovery plan is a "Hot or Cold" process. This means that while the data is replicated to the backup storage device the servers are in a "Cold" state meaning they need to be spun up using the Microsoft Licensing from our production servers. This new Microsoft Licensing will allow the servers at the disaster recovery site to be active moving us into a "Hot-Hot" state. This capability will offer a substantial reduction in downtime should such an event be experienced.

WSCS:

Camera and Intercom System with IFB Communication Interface - \$40,000. This replaces the oldest ENG kit purchased in 2006. It also replaces the aging intercom systems in the studio and production truck with new wireless systems that include interruptible Fold Back (IFB) communication with on-air talent. IFB equipment is standard at commercial stations, but something WSCS has not had. Providing the Producer/Director with the ability

to talk to the on-air talent during a production will enhance the quality of production and improve WSCS programming.

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

- I. Information Technology CIP 2020 – 2024
- II. WSCS Cable TV CIP Plan 2020 - 2024

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
<u>REVENUES</u>						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$125,000	\$110,000	\$0	\$0	\$0	\$235,000
TOTAL REVENUE	\$125,000	\$110,000	\$0	\$0	\$0	\$235,000
Information Technology Fund						
Microsoft Server Licensing	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Digital Evidence Storage Solution	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Microsoft Office Upgrade	\$0	\$110,000	\$0	\$0	\$0	\$110,000
Total - Information Technology	\$125,000	\$110,000	\$0	\$0	\$0	\$235,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	2024 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$2,000	\$1,000	\$2,000	\$0	\$2,000	\$7,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$38,000	\$44,000	\$48,000	\$0	\$48,000	\$178,000
TOTAL REVENUE	\$40,000	\$45,000	\$50,000	\$0	\$50,000	\$185,000

Cable TV Fund

Intercom System/Camera Replacement	\$40,000	\$0	\$0	\$0	\$0	\$40,000
TelePrompter/Talent Management System	\$0	\$45,000	\$0	\$0	\$0	\$45,000
TriCaster Relacement for OB Truck	\$0	\$0	\$25,000	\$0	\$0	\$25,000
TriCaster Replacement for Studio	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Outside Broadcast (OB) Truck Replacement	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Total - Cable TV Fund	\$40,000	\$45,000	\$50,000	\$0	\$50,000	\$185,000

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 2020 – 2024 City Development Department Capital Improvement Program Submissions

REPORT PREPARED BY: Chad Pelishek, Director of Planning & Development

REPORT DATE: April 15, 2019

MEETING DATE: April 24, 2019

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:

The Department of Planning and Development has prepared four capital improvements for 2020 Capital Improvement Program. The projects include:

Project No. 1: Playground Addition- Above and Beyond – Project involves \$30,000 contribution for construction of a public playground at Above and Beyond Children’s Museum. City staff has been working with Above and Beyond to provide a public playground on their property. With more housing being added downtown and families moving downtown, providing a public playground has been identified. Since city-owned property along 8th Street is minimal, the idea of partnering with the children’s museum was developed. Funding for the playground would come from the 2019 Community Development Block Grant program. City staff is negotiating an agreement for liability and hold harmless with the museum.

Project No. 2: Surface Parking Lot- Innovation District – Project involves \$300,000 for construction of a surface parking lot to serve the Innovation District. This parking lot would be constructed on the former Koepsell property in lieu of the previously planned parking structure. As the Innovation District plan evolves, a surface parking lot potentially managed by the Parking Utility seems to make more sense both financially and operational. Funding for this project would come from TID 17.

Project No. 3: Boat Extraction Well on the Sheboygan River – Project involves \$500,000 to assist in the development of a boat extraction well to facilitate the development of indoor boat storage and possible servicing for the Harbor Centre Marina. This project would be constructed at a boat launch facility that the City owns at the terminus of Jefferson Avenue and South Commerce Street. This allocation would not fund the entire cost of the improvements, but could act as the City’s share of the project. Funding for this project would come from TID 17.

Project No. 4: Update City-wide Wayfinding Signage System – Project involves \$50,000 to acquire a design consultant to assist with developing a plan to update the city’s wayfinding system. A local wayfinding design consultant prepared a free city audit of the systems branding and wayfinding and determined large gaps in consistent signage and made approximately twenty recommendations to improve signage across the city. Funding for this project would come from tax incremental finance districts.

STAFF COMMENTS:

All of these projects are based around economic development projects and necessary to success of the recent investment in our downtown and surrounding areas. Staff recommends the committee support and approve these projects through the budget process.

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

- I. 2020 – 2024 Capital Improvement Program Summary

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
<u>REVENUES</u>						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$55,000	\$0	\$0	\$500,000	\$0	\$555,000
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$800,000	\$2,000,000	\$2,250,000	\$1,750,000	\$0	\$6,800,000
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$25,000	\$0	\$0	\$0	\$0	\$25,000
TOTAL REVENUE	\$880,000	\$2,000,000	\$2,250,000	\$2,250,000	\$0	\$7,380,000

Planning and Development

Playground Addition - Above and Beyond	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Surface Parking Lot - Innovation District	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Boat Extraction Well on the Sheboygan River	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Update City-Wide Wayfinding Signage System	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Indiana Avenue Trail Project - Phase 2	\$0	\$250,000	\$0	\$0	\$0	\$250,000
South Pier Street Expansion	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Indiana Avenue Streetscape Improvements-Phase 1	\$0	\$750,000	\$0	\$0	\$0	\$750,000
Indiana Avenue Streetscape Improvements-Phase 2	\$0	\$0	\$750,000	\$0	\$0	\$750,000
Pennsylvania Avenue - Streetscape Improvements	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000
Indiana Avenue Trail Project - Phase 3	\$0	\$0	\$0	\$2,250,000	\$0	\$2,250,000
Total - City Development	\$880,000	\$2,000,000	\$2,250,000	\$2,250,000	\$0	\$7,380,000

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 2020 – 2024 Mead Public Library Capital Improvement Program Request Submissions

REPORT PREPARED BY: Garrett Erickson, Director – Mead Public Library

REPORT DATE: April 22, 2019

MEETING DATE: April 24, 2019

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:

The Mead Public Library has prepared the attached Capital Improvements Program Requests for the 2020 – 2024 Capital Improvements Program. The projects are all sequential. A portion of each project occurs during the first three years of the five-year CIP program. The projects will be completed in 2022. The details of each project are attached for reference.

1. 2020 - Carpet Replacement – \$40,492. This is the final request to complete the resurfacing of floors within the Mead Public Library building.
2. 2020 - HVAC Control Replacement - \$66,278. This is second year in a four year phase to update the HVAC Controls within the Mead Public Library building.
3. 2021 - HVAC Control Replacement - \$66,278. This is third year in a four year phase to update the HVAC Controls within the Mead Public Library building.
4. 2022 - HVAC Control Replacement - \$66,278. This is fourth year in a four year phase to update the HVAC Controls within the Mead Public Library building.

STAFF COMMENTS:

Any overages or differences have been funded by the Mead Public Library Finance Committee.

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

- I. Mead Public Library Capital Improvements Program Requests – 2020 – 2024 detail information.

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Total</u>
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$40,492	\$0	\$0	\$0	\$0	\$40,492
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$66,278	\$66,278	\$66,278	\$0	\$0	\$198,834
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$106,770	\$66,278	\$66,278	\$0	\$0	\$239,326

Mead Library

Carpet Replacement	\$40,492	\$0	\$0	\$0	\$0	\$40,492
HVAC Control Replacement	\$66,278	\$0	\$0	\$0	\$0	\$66,278
HVAC Control Replacement	\$0	\$66,278	\$0	\$0	\$0	\$66,278
HVAC Control Replacement	\$0	\$0	\$66,278	\$0	\$0	\$66,278
Total - Mead Library	\$106,770	\$66,278	\$66,278	\$0	\$0	\$239,326

CAPITAL IMPROVEMENTS REQUESTS

2020

Project Title:	Carpet Replacement
Department:	Mead Public Library
Budgetary Fund:	Capital Improvements Fund

STRATEGIC PLAN FOCUS AREA(S) / DESCRIPTION / JUSTIFICATION

Strategic Plan Focus Area(s): Infrastructure and Public Facilities. The carpet in the basement area was installed in 1974 when the new library was originally built. The carpet in this area is worn, buckling and rough. The uneven carpet surface poses a tripping hazard to citizens, staff and volunteers.

<p>Discussion of Operating Cost Impact: Ongoing cleaning and maintenance costs are covered under the janitorial services portion of the library budget.</p>	<p>Disposition (Check one box)</p> <p>Trade-In <input type="checkbox"/></p> <p>Sale/Auction <input type="checkbox"/></p> <p>Transfer <input type="checkbox"/></p> <p>Salvage <input type="checkbox"/></p>
<p>Item Replace: Model _____ Make/Model _____ Age <u>44</u> years old</p>	

DEPARTMENT OPERATING COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Personal Services						0
Supplies						0
Services						0
Utilities						0
Other						0
Total	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

DEPARTMENT REVENUE SUMMARY

	2020	2021	2022	2023	2024	TOTAL
Tax Levy	40,492					40,492
-----						0
-----						0
-----						0
-----						0
Total	\$ 40,492	\$ 0	\$ 0	\$ 0	\$ 0	\$ 40,492

DEPARTMENT COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Planning						0
Land Acquisition						0
Purchase						0
Construction						0
Other	40,492					40,492
Total	\$ 40,492	\$ 0	\$ 0	\$ 0	\$ 0	\$ 40,492

CAPITAL IMPROVEMENTS REQUESTS

2020

Project Title:	HVAC Control Replacement - Phase Two
Department:	Mead Public Library
Budgetary Fund:	Capital Improvements Fund

STRATEGIC PLAN FOCUS AREA(S) / DESCRIPTION / JUSTIFICATION

Strategic Plan Focus Area(s): Infrastructure and Public Facilities. The existing Johnson pneumatic HVAC controls need replacement as controls in each room are using 1950's compressed air technology, lacking the ability to monitor and report issues from the central controller. Existing controllers are proprietary and require an annual maintenance agreement with Johnson Controls, eliminating the ability to obtain competitive bids in an effort to reduce annual maintenance costs. Phase two of four.

<p>Discussion of Operating Cost Impact: Improved energy efficiency generating annual savings of \$5,239. Obtaining the ability to secure competitive bids for annual maintenance agreements realizing additional cost savings unavailable with current proprietary technology.</p>	<p>Disposition (Check one box)</p> <p>Trade-In <input type="checkbox"/></p> <p>Sale/Auction <input type="checkbox"/></p> <p>Transfer <input type="checkbox"/></p> <p>Salvage <input checked="" type="checkbox"/></p>
<p>Item Replace: Model <u>Johnson Controls</u> Make/Model _____ Age <u>44</u> years</p>	

DEPARTMENT OPERATING COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Personal Services						0
Supplies						0
Services						0
Utilities	-1,310	-2,620	-3,929	-5,239	-5,239	-18,337
Other						0
Total	\$ -1,310	\$ -2,620	\$ -3,929	\$ -5,239	\$ -5,239	\$ -18,337

DEPARTMENT REVENUE SUMMARY

	2020	2021	2022	2023	2024	TOTAL
G O Debt	66,278					66,278
-----						0
-----						0
-----						0
-----						0
Total	\$ 66,278	\$ 0	\$ 0	\$ 0	\$ 0	\$ 66,278

DEPARTMENT COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Planning						0
Land Acquisition						0
Purchase						0
Construction						0
Other	66,278					66,278
Total	\$ 66,278	\$ 0	\$ 0	\$ 0	\$ 0	\$ 66,278

CAPITAL IMPROVEMENTS REQUESTS

2021

Project Title:	HVAC Control Replacement - Phase Three
Department:	Mead Public Library
Budgetary Fund:	Capital Improvements Fund

STRATEGIC PLAN FOCUS AREA(S) / DESCRIPTION / JUSTIFICATION

Strategic Plan Focus Area(s): Infrastructure and Public Facilities. Existing Johnson pneumatic HVAC controls located in each room are based on the 1950's compressed air technology, lacking the ability to monitor and report issues from the central controller. Existing controllers are proprietary and require an annual maintenance agreement with Johnson Controls, eliminating the ability to obtain competitive bids in an effort to reduce annual maintenance costs. Phase three of four.

<p>Discussion of Operating Cost Impact: Improved energy efficiency generating annual savings of \$5,239. Obtaining the ability to secure competitive bids for annual maintenance agreements realizing additional cost savings unavailable with current proprietary technology.</p>	<p>Disposition (Check one box)</p> <p>Trade-In <input type="checkbox"/></p> <p>Sale/Auction <input type="checkbox"/></p> <p>Transfer <input type="checkbox"/></p> <p>Salvage <input checked="" type="checkbox"/></p>
<p>Item Replace: Model <u>Johnson Controls</u> Make/Model _____ Age <u>44</u> years</p>	

DEPARTMENT OPERATING COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Personal Services						0
Supplies						0
Services						0
Utilities		-2,620	-3,929	-5,239	-5,239	-17,027
Other						0
Total	\$ 0	\$ -2,620	\$ -3,929	\$ -5,239	\$ -5,239	\$ -17,027

DEPARTMENT REVENUE SUMMARY

	2020	2021	2022	2023	2024	TOTAL
G O Debt		66,278				66,278
-----						0
-----						0
-----						0
-----						0
Total	\$ 0	\$ 66,278	\$ 0	\$ 0	\$ 0	\$ 66,278

DEPARTMENT COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Planning						0
Land Acquisition						0
Purchase						0
Construction						0
Other		66,278				66,278
Total	\$ 0	\$ 66,278	\$ 0	\$ 0	\$ 0	\$ 66,278

CAPITAL IMPROVEMENTS REQUESTS

2022

Project Title:	HVAC Control Replacement - Phase Four
Department:	Mead Public Library
Budgetary Fund:	Capital Improvements Fund

STRATEGIC PLAN FOCUS AREA(S) / DESCRIPTION / JUSTIFICATION

Strategic Plan Focus Area(s): Infrastructure and Public Facilities. Existing Johnson pneumatic HVAC controls located in each room utilize 1950's compressed air technology, lacking the ability to monitor and report issues from the central controller. Existing controllers are proprietary and require an annual maintenance agreement with Johnson Controls, eliminating the ability to obtain competitive bids in an effort to reduce annual maintenance costs. Phase four of four.

<p>Discussion of Operating Cost Impact: Improved energy efficiency generating annual savings of \$5,239. Obtaining the ability to secure competitive bids for annual maintenance agreements realizing additional cost savings unavailable with current proprietary technology.</p>	<p>Disposition (Check one box)</p> <p>Trade-In <input type="checkbox"/></p> <p>Sale/Auction <input type="checkbox"/></p> <p>Transfer <input type="checkbox"/></p> <p>Salvage <input checked="" type="checkbox"/></p>
<p>Item Replace: Model <u>Johnson Controls</u> Make/Model _____ Age <u>44</u> years</p>	

DEPARTMENT OPERATING COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Personal Services						0
Supplies						0
Services						0
Utilities			-3,929	-5,239	-5,239	-14,407
Other						0
Total	\$ 0	\$ 0	\$ -3,929	\$ -5,239	\$ -5,239	\$ -14,407

DEPARTMENT REVENUE SUMMARY

	2020	2021	2022	2023	2024	TOTAL
G O Debt			66,278			66,278
-----						0
-----						0
-----						0
-----						0
Total	\$ 0	\$ 0	\$ 66,278	\$ 0	\$ 0	\$ 66,278

DEPARTMENT COST ANALYSIS

	2020	2021	2022	2023	2024	TOTAL
Planning						0
Land Acquisition						0
Purchase						0
Construction						0
Other			66,278			66,278
Total	\$ 0	\$ 0	\$ 66,278	\$ 0	\$ 0	\$ 66,278