

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL Res. No. 61-17-18 by Alderpersons Wolf and Donohue, authorizing modifications to the 2018 health insurance premium rates and Health Savings Account contributions.

REPORT PREPARED BY: Sandy Rohrick, Director of Human Resources and Labor Relations

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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:

This document identifies the premium rates for medical and dental insurance for calendar year 2018, as well as contributions levels for medical insurance opt-out, employee Health Savings Account contribution levels, and costs associated with covering a spouse on the plan who works full-time and has health insurance available.

This item was initially discussed at the August 28 Finance and Personnel Committee. The committee tabled action until the September 11 meeting.

STAFF COMMENTS:

The costs associated with medical insurance have been trending high. Adjustments are necessary in 2018. At this time, a ten percent increase is recommended for medical insurance premiums. Dental insurance remains the same. In addition, Health Savings Accounts (HSA) contributions are recommended in 2018 at a reduced (20 percent) funding level and other related modifications.

On pages 375-377 of the 2018 Executive Budget, the Health Insurance Fund incorporates the budgetary impact of the recommended action.

ACTION REQUESTED:

Motion to recommend the Common Council approve the resolution with changes to 2018 health insurance program.

ATTACHMENTS:

- I. Res. No. 61-17-18

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 61 - 17 - 18. By Alderpersons Donohue, Bohren and Wolf.
August 28, 2017.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2018 coverage and establishing the monthly premium equivalent rates effective for January 2018 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2018 are hereby adopted:

- A) Effective January 1, 2018, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule.

1) 2018 Health Insurance Monthly Premiums Rates

Coverage

Single	\$ 708.08
Employee w/children	\$1,214.84
Employee w/spouse	\$1,342.72
Family	\$1,864.80

- a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$141.62
Employee w/children	\$242.98
Employee w/spouse	\$268.54
Family	\$372.96

Finance & Personnel

- b. The monthly employee premium equivalent rates for full-time employees with participate in the Health Risk Appraisal shall be:

<u>Coverage</u>	
Single	\$106.22
Employee w/children	\$182.24
Employee w/spouse	\$201.42
Family	\$279.72

- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

<u>Coverage</u>	
Single	\$ 57.56
Employee w/children	\$ 98.78
Employee w/spouse	\$109.16
Family	\$151.62

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$354.04
Employee w/children	\$607.42
Employee w/spouse	\$671.36
Family	\$888.00

- e. New employees or those not previously eligible for health insurance will receive the rates listed in subsection (c) above for the current and subsequent plan year in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

- 2) In 2018, the City will partially fund a Health Savings Account (HSA) for employees and/or family members. Not all participants in this Plan are eligible for a HSA. The maximum City funding amounts will total \$750 for those with single coverage and \$1500 for all others.

- a. Employees who are on the Plan on January 1, 2018 shall have their HSA funded in January 2018.
- b. New employees to the organization after January 1, 2018 who elect coverage will be eligible for a reduced City contribution to their HSA:
 - i) Employees who join the Plan after January 1, 2018 but before July 1, 2018 will be eligible for a \$300 contribution if they elect single coverage and a \$600 contribution for all others.
 - ii) Employees who join the Plan July 1, 2018 to December 31, 2018 will be eligible for a \$150.00 contribution if they elect single coverage and a \$300 contribution for all others.
- c. HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant on January 1 are not eligible for additional HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
- d. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
- e. Employee/retirees who elect the family plan, single plus child(ren) and single plus spouse remain eligible for the applicable HSA contribution, even if their dependent is on a government issued Plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA

contribution, no HSA contribution will be provided to dependents on the plan.

- 3) A spousal surcharge is applied to employees who cover their spouse on the City's medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus, with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.
- 5) In all cases, employees are eligible for either the opt-out bonus or the HSA contribution as of the employee's January 1 election; not both.

BE IT FURTHER RESOLVED: That effective for January 2018 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

- A) Effective January 1, 2018, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant.

1) 2018 Dental Insurance Monthly Premiums Rates

<u>Coverage</u>	
Single	\$ 45.24
Employee w/children	\$102.02
Employee w/spouse	\$ 91.31
Family	\$149.92

- a. The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 6.79
Employee w/children	\$ 15.30
Employee w/spouse	\$ 13.70
Family	\$ 22.49

- b. The monthly employee premium equivalent rates for part-time employees shall be:

<u>Coverage</u>	
Single	\$ 22.62
Employee w/children	\$ 51.10
Employee w/spouse	\$ 45.66
Family	\$ 74.96

BE IT FURTHER RESOLVED: That effective for January 2018 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$ 722.24
Retiree w/children	\$1,303.86
Retiree w/spouse	\$1,369.58
Retiree w/family	\$1,811.52

BE IT FURTHER RESOLVED: That effective for January 2018 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 595.77
Medicare/1	\$1,303.85
Medicare/2	\$1,191.54

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

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. 63-17-18 by Alderpersons Donohue and Bohren. A Resolution authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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:

Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. The Ordinance requires that \$1.5 million of anticipated revenue (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board.

STAFF COMMENTS:

The City of Sheboygan included the proceeds from the County sales tax (\$411,000) in the 2018 Capital Projects budget. The funds are designated for improvements to City streets.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 63-17-18 by Alderpersons Donohue and Bohren authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

ATTACHMENTS:

- I. Resolution 63-17-18

III

4.2

Res. No. 63 - 17 - 18. By Alderpersons Donohue and Bohren.
September 5, 2017.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction, and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction, and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County, and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement, and

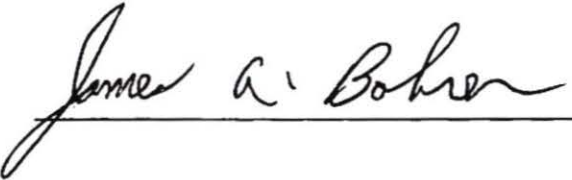
WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

*Finance &
Personnel*

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the proposed Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is on file with the Clerk, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED: That the Mayor and Clerk are authorized and directed to sign the Intergovernmental Agreement on behalf of the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Mayor and Clerk are authorized to sign an annual Intergovernmental Agreement going forward on behalf of the City of Sheboygan unless the Common Council adopts a resolution rescinding this authority.



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: A resolution amending Res. No. 93-14-15, authorizing the City Administrator to negotiate settlement of certain liability insurance claims.

REPORT PREPARED BY: Charles C. Adams, City Attorney

REPORT DATE: September 7, 2017

MEETING DATE: September 11, 2017

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:

This resolution would change the process of settling liability claims by increasing settlement authority granted to staff (including authority to deny claims) and placing that authority with the City Administrator,

STAFF COMMENTS:

The City recently increased the authority of the City Administrator (or his/her designee) with regard to Purchasing to allow him to make purchases up to \$50,000 without prior approval of council or its committees. This resolution extends that authority to the settlement of claims. Doing so will make the process significantly more efficient. Recent experience suggests that a fast and efficient claims settlement process saves money and reduces the potential for lawsuits.

Previously, settlement authority was granted to the City employee who actually dealt with the claims. That employee always reviewed those claims with the City Administrator and City Attorney and sought their advice. That process will not change. The change naming the City Administrator simply makes it clear that the Administrator is, in the end, responsible for any decisions made in the process, and that s/he has the authority to delegate that authority to an employee with the experience and expertise to do the job well, as is the current situation.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. __-17-18.

ATTACHMENTS:

- I. Res. No. __-17-18 by Alderpersons Donohue and Bohren.

III

4.3

Res. No. 64 - 17 - 18. By Alderpersons Donohue and Bohren.
September 5, 2017.

A RESOLUTION amending Res. No. 93-14-15 authorizing the City Administrator to negotiate settlement of certain liability insurance claims.

WHEREAS, Res. No. 39-10-11, adopted June 21, 2010, authorized the Finance Auditor/Analyst to negotiate and settle liability claims in an amount not to exceed \$2,500, without prior approval of the Common Council and the former Risk Management Committee; and

WHEREAS, Res. No. 93-14-15, adopted December 1, 2014, increased that claims settlement authority to an amount not to exceed \$5,000; and

WHEREAS, the Common Council finds it beneficial to update said authorization to increase the settlement authority, to grant that authority to the City Administrator or his designee, to provide for efficient processing of claims within the authority limit, and to reflect the City's current process for reviewing such claims.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his/her designee is hereby authorized to negotiate and settle liability insurance claims in an amount not to exceed \$50,000, without prior approval of the Finance and Personnel Committee and Common Council, in instances where, in consultation with the City Attorney's Office and Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to settle said claim(s) in an expeditious manner.

BE IT FURTHER RESOLVED: That the City Administrator or his/her designee is appointed, authorized and empowered to act to disallow claims made against the City of \$50,000 or less in accordance with the procedures set forth in Section 893.80 Wis. Stats in instances where, in consultation with the City Attorney's Office and Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to deny said claim(s) in an expeditious manner.

Finance +
Personnel

BE IT FURTHER RESOLVED: That those claims settled and denied under this authorization shall be reported promptly to the Finance and Personnel Committee.

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 65-17-18 by Alderpersons Donohue and Bohren. A Resolution to authorize establishing an appropriation in the 2017 Budget for land improvements.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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:

Res. No. 66-17-18 authorizing the Purchasing Agent to enter into contract for the complete demolition of the Sheboygan Municipal Auditorium and Armory including restoration of the property so as to prepare the site for future development. Bids were solicited for demolition as well as removal of asbestos and lead based paint. The low bid for each has been found to meet or exceed all specifications for a total cost of \$355,573.83.

Res. 65-17-18 establishes estimated revenue of \$400,000 for sale of the property and an appropriation of \$400,000 for demolition and removal of asbestos and lead based paint.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The resolution will establish the appropriation in the 2017 budget to increase the incentive to the developer.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 65-17-18 by Alderpersons Donohue and Bohren establishing an appropriation in the 2017 TID 16 Capital Project Fund Budget for land improvements.

ATTACHMENTS:

- I. Res. No. 65-17-18

III

4.4

Corrected Copy

Res. No. 65 17 - 18. By Alderperson Donohue and Bohren.
September 5, 2017

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for land improvements.

Establish estimated revenue and appropriation for demolition of the armory.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID 16 Capital Fund Sale of Land 42661100-469111	TID 16 Capital Fund Land Improvement 42661100-611200	\$400,000

Finance / Personnel

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 66-17-18 Resolution by Alderpersons Donohue and Bohren authorizing entering into contract for the remediation asbestos and lead based paint followed by the complete demolition of the Sheboygan Municipal Auditorium and Armory including restoration of the site.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: August 25, 2017

MEETING DATE: September 11, 2017

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:

With the passage of Res. No. 198-16-17 the Common Council directed the Purchasing Agent issue bids for the demolition of the Sheboygan Municipal Auditorium and Armory. A bid was let for the remediation of the asbestos containing materials and lead based paint and a second bid was issued for the demolition of the structure including site restoration.

Bid # 1927-17 Abatement of Asbestos and Lead Based Paint

Advanced Asbestos Removal	Oshkosh, WI	\$ 184,462.00
Badger Environmental	Fond du Lac WI	\$ 107,094.25

Bid # 1926-17 Demolition and Disposal of the Armory including site restoration

Rasmus Demolition	Chrisman, IL	\$ 342,612.00
Guelig Waste Removal	Eden, WI	\$ 216,000.00
Vinton Const.& Demolition	Manitowoc, WI	\$ 197,100.00
The MRD Group	Milwaukee, WI	\$ 235,498.00
Johler Demolition	Arlington Heights, IL	\$ 474,390.00
C.W. Purpero	Oak Creek, WI	\$ 391,315.00
C. Spielvogel & Sons	Sheboygan, WI	\$ 365,700.00
Buteyn Peterson Const.	Sheboygan, WI	\$ 314,672.00
K-Com Environmental	Batavia, IL	\$ 332,175.00

Upon review of the bids, it has been determined that the low bid for remediation of Asbestos and lead based paint submitted by Badger Environmental of Fond du Lac and the low bid for demolition and site restoration of the structure submitted by Vinton Construction & Demolition of Manitowoc meet or exceed all of the specifications and requirements.



STAFF COMMENTS:

The Armory building's condition continues to degrade with each passing year. In addition to obtaining bids for demolition, Res. No. 198-16-17 also directed that Requests for Proposal be issued and distributed for the re-development of the vacant land following demolition of the structure and currently occupied by the Armory. These proposals are expected to be received this fall. In addition to the bid amounts detailed above, this requests an additional \$ 51,379.13 for third party compaction testing and a contingency allowance.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 66-17-18 to authorize the remediation of environmental hazards by Badger Environmental of Fond du Lac, WI followed by demolition and restoration of the 2.4 acre site located at 516 Broughton Drive by Vinton Construction and Demolition of Manitowoc, WI with a total estimated cost of \$355,573.38 including third party testing and contingency allowances.

ATTACHMENTS:

- I. Res. No. 66-17-18

III

4.5

Res. No. 66 - 17 - 18. By Alderpersons Donohue & Bohren.
September 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete demolition of the Sheboygan Municipal Auditorium and Armory including restoration of the property so as to prepare the site for future development.

WHEREAS, with the passage of Resolution 198-16-17 The Common Council directed the Purchasing Agent to solicit sealed bids for the demolition of the Armory including the required pre-demolition abatement of Asbestos and Lead Based Paint and complete restoration of the site so as to prepare it for future development and;

WHEREAS, the Purchasing Agent solicited sealed bids from qualified firms for removal of Asbestos and Lead Based Paint in preparation for demolition in accordance with State of WI Statutes. In addition, a separate Request For Bids was prepared and issued to firms engaged in demolition of commercial properties for demolition and complete site restoration and;

WHEREAS, upon receipt and review of said bids, the low bid for removal and disposal of the Asbestos and Lead Based Paint has been found to meet or exceed all specifications required at a total cost of \$ 107,094.25. The low bid received for demolition has likewise been reviewed and found to meet or exceed all specifications at a total cost of \$ 197,100.00 for the safe and complete demolition of all site improvements including full restoration to a dust free condition in accordance with City of Sheboygan Ordinance.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Badger Environmental Inc. of Fond du Lac WI in the amount of \$107,094.25 for lawful abatement of the asbestos and Lead Based Paint and Vinton Construction and Demolition Inc. of Manitowoc WI in the amount of \$197,100.00 for the complete demolition and restoration of the site. In addition, this request includes an allowance not to exceed \$5,000.00 for independent third party compaction testing of the back-filled sub-grade portions of the site and a general contingency amount of \$46,379.13. The sum total of this request is \$ 355,573.38.

Finance / Personnel

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on 42661100-611200 Capital Improvements Fund account in the amount of \$ 355,573.38

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 67-17-18 by Alderpersons Donohue and Bohren approving corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin

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

REPORT DATE: August 31, 2017

MEETING DATE:

September 11, 2017

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 created TID 13 in October 2005 to provide senior housing development incentives to Landmark Square development. The former Sheboygan Senior Nursing Facility vacated their property. Jos Schmitt and Sons Construction (now known as the The Founder's Club) purchased the property and renovating the building into dorm-style residential units.

STAFF COMMENTS:

The original amendment approved in May 2017 by the Common Council included a sharing of excess revenue to TID 16. This correction amendment removes the sharing of excess revenue as the District was originally created as a blighted district and TID 16 is created as a mixed use district. Excess revenue can only be shared with like tax incremental districts. The amendment removes the sharing portion.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 67-17-18 by Alderpersons Donohue and Bohren correcting an amendment to the Project Plan for Tax Incremental District 13 and approving the Project Plan to provide a development incentive only to The Founder's Club.

ATTACHMENTS:

- I. Res. No. 67-17-18
- II. TID 13 Project Plan Amendment No. 1

III

4.6

Res. No. 67 - 17 - 18. By Alderpersons Donohue and Bohren.
September 5, 2017.

A RESOLUTION approving corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") was created on October 18, 2005; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing on:

- (i) The proposed amendment of a tax incremental district to provide development incentives to The Founder's Club, LLC.

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

WHEREAS, such amended Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;


7 ... / Personal

- e) A map showing existing boundaries of the district that were originally approved in the October 18, 2005 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 13, City of Sheboygan" are unchanged.
2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.
3. The corrected amended Project Plan for "Tax Incremental District 13, City of Sheboygan" (attached) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED: That the city staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN, WISCONSIN

Tax Incremental District 13

PROJECT PLAN AMENDMENT No. 1



Joint Review Board Organizational Meeting Held: August 29, 2017

Public Hearing Held: August 29, 2017

Adopted by Plan Commission: August 29, 2017

Adopted by City Council: September 18, 2017

Anticipated Approval from Joint Review Board: September 25, 2017

September 2017

Tax Incremental District 13,
Amendment No. 1

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Mary Lynne Donohue	Council Member
John Belanger	Council Member
Todd Wolf	Council Member
Scott Lewandoske	Council Member
Ronald Rindfleisch	Council Member
Michael Damrow	Council Member
Markus Savaglio	Council Member
Rosemarie Trester	Council Member
Ryan Sorenson	Council Member
Henry Nelson	Council Member
Andy Ross	Council Member
Bryan Bitters	Council Member
Susan Holzschuh	Council Member
Andrew Schneider	Council Member
James Bohren	Council Member
Roman Draughon	Council Member

City Staff

Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

PROJECT PLAN AMENDMENT
TAX INCREMENTAL DISTRICT 13
AMENDMENT ONE
THE FOUNDERS CLUB DEVELOPMENT INCENTIVE

Introduction

The City of Sheboygan (City) proposes to amend Tax Incremental District (TID) 13 to provide a development incentive to The Founders Club, LLC. The City created TID 13 to provide development incentives for a senior housing project known as Landmark Square. TID 13 was certified by the Wisconsin Department of Revenue on January 1, 2006 with a certified base value of \$294,400. To date, no project plan or territory amendments have been filed for this TID.

With this amendment to TID 13, the City proposes to provide a development incentive to a proposed development within the district boundaries. The Founder's Club, LLC has purchased the former Sheboygan Senior Community property which is located in the boundaries of TID 13. The developer is renovating the former nursing home into dorm-style housing units for local employers to house interns and co-op employees on a temporary basis. Phase 1 of the project to create housing for approximately 150 occupants is complete. Phase 2 of the project to create housing for approximately 100 more occupants has requested a development incentive as gap financing to bridge the amount the lender is providing and the amount that developer is contributing towards the project.

Development incentives were provided to the Landmark Square project which began in 2007. The development incentive provided for this project will be complete as of September, 2018.

Summary of Findings

As required by s.66.1105 Wis. Stats and as documented in the Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" amendment of TID 13 Project Plan, the new development associated with The Founders Club, LLC. will not advance the City's economic development goals in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:

- In order to make the accommodate plans to redevelop the former Sheboygan Senior Community Center (Phase 2), the City will need to induce redevelopment by offering incentives. Due to the extensive investment needed in this property, the City has determined that redevelopment would not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the Founders Club Phase 2 would likely not occur.
- **That “but for” amendment of TID 13 Project Plan, the economic development objectives will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing. The purpose of this amendment is provide incentive to this type of development that is not currently in the market, will be meet the City goals as it relates to the economic development initiatives and additional housing opportunities located in our downtown district.

2. The boundaries of the District are not being amended. The former Sheboygan Senior Community Center is located in the original TID boundaries as established in 2006.

3. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution the District remains a blighted area within the meaning of Section 66.1105(2)(a)1. of Wis. Stats.

Listing of Kind, Number and Location of Proposed Improvements

Cash Grant (Development Incentives). The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a development agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Map Showing Existing Uses & Conditions. The map provided below shows the originally approved boundaries of the district. This amendment does not change the boundaries of the district. It is provided for reference.



Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for the Amendment.

Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as result of this amendment. A copy of the map showing the boundaries of the TID can be found on the prior page.

Detailed List of Project Costs

This amendment provides for upfront forgivable development incentives in the amount of \$390,000 to be provided to The Founder's Club as part of the former Sheboygan Senior Community Center redevelopment project per a Developer's Agreement between the City of Sheboygan and The Founders Club approved by the Common Council on March 6, 2017.

Economic Feasibility Study

This project plan amendment allows for tax increments from the proposed \$2,600,000 in new valuation to be used to forgive up to \$390,000 of costs associated with The Founder's Club proposed project. The estimated repayment of this forgivable period is six years.

Tax Increment for TID 13

Budget Year	Equalized Value of Site	Base Value	Value Increment	Tax Increment	Development Incentive	City Share	Excess Increment
2008	297,300	294,400	2,900	72		72	
2009	8,963,700	294,400	8,669,300	217,070	195,363	21,707	
2010	9,390,700	294,400	9,096,300	348,242	313,418	34,824	
2011	13,264,400	294,400	12,970,000	343,741	309,367	34,374	
2012	9,775,200	294,400	9,480,800	257,294	231,564	25,730	
2013	9,259,500	294,400	8,965,100	246,624	221,962	24,662	
2014	9,246,200	294,400	8,951,800	251,299	226,169	25,130	
2015	11,722,600	294,400	11,428,200	316,569	284,912	31,657	
2016	11,021,500	294,400	10,727,100	298,044	268,240	29,804	
2017	11,238,400	294,400	10,944,000	292,614	263,353	29,261	
2018	15,038,400	294,400	14,744,000	394,216	287,254	39,422	67,540
2019	15,038,400	294,400	14,744,000	394,216	101,602		292,614
2020	15,038,400	294,400	14,744,000	394,216	101,602		292,614
2021	15,038,400	294,400	14,744,000	394,216	85,194		309,022
2022	15,038,400	294,400	14,744,000	394,216			394,216
2023	15,038,400	294,400	14,744,000	394,216			394,216
2024	15,038,400	294,400	14,744,000	394,216			394,216
2025	15,038,400	294,400	14,744,000	394,216			394,216
2026	15,038,400	294,400	14,744,000	394,216			394,216
2027	15,038,400	294,400	14,744,000	394,216			394,216
2028	15,038,400	294,400	14,744,000	394,216			394,216
2029	15,038,400	294,400	14,744,000	394,216			394,216
2030	15,038,400	294,400	14,744,000	394,216			394,216
2031	15,038,400	294,400	14,744,000	394,216			394,216
2032	15,038,400	294,400	14,744,000	394,216			394,216

Annexed Property

No territory will be added or subtracted from the District as a result of the amendment.

Proposed Changes in Zoning Ordinances

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances.

Due to the former Sheboygan Senior Community Center being an existing building that is being renovated into dorm-style residential units, no effect on the City's Master Plan is anticipated. Actually this project will be consistent with the Master Plan by bringing more people to live downtown and provide a positive economic benefit to the City's goal through the master planning processes to encourage more people to live and work downtown.

Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Amendment.

Orderly Development and/or Redevelopment of the City of Sheboygan

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

A List of Estimated Non-Project Costs

The City does not expect to incur any non-Project Costs in the implementation of this Project Plan Amendment.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 68-17-18 by Alderpersons Donohue and Bohren approving a territory and project plan amendment for Tax Incremental District 14, City of Sheboygan, Wisconsin

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

REPORT DATE: August 31, 2017

MEETING DATE: September 11, 2017

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 created TID 14 in January 4, 2011, to provide development incentives for the Festival Foods and Kwik Trip redevelopment. The mixed use district is comprised of approximately 51.5 acres of a mix of commercial and residential property with a base value of \$8,922,700. The current total value for 2016 is \$24,617,400.

STAFF COMMENTS:

The amendment adds territory to include the former Memorial Mall property now owned by Meijer Stores, as well as provide a pay-go development incentive to Meijer Stores, LLP valued at \$1,500,000 based on a \$14,000,000 new investment of a 159,000 square foot store, fueling station/convenient store. Also included is funding eligible project costs for infrastructure improvements along Taylor Drive to accommodate the Meijer development valued at \$1,500,000. The City plans to make expenditures within ½ mile of the district in the future as it relates to improvements to the via dock of WIS 23 and the adjacent off ramps for an estimated cost of \$500,000. The City has entered into a development agreement with Meijer Stores, LLP for the development incentive of \$1,500,000.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 68-17-18 approving a territory and project plan amendment for Tax Incremental District 14, City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 68-17-18
- II. TID 14 Territory Amendment No. 1.

III

4.7

Res. No. 68 - 17 - 18. By Alderpersons Donohue and Bohren.
September 5, 2017.

A RESOLUTION approving a territory and project plan amendment for Tax Incremental District No. 14, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 14 (the "District") was created on January 4, 2011 as a mixed-use district; and

WHEREAS, the City now desires to amend the boundaries and the project plan of the District in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, such amendment will modify the district boundaries to include the former Memorial Mall property and cost of the projects to be undertaken within the revised district boundaries; and

WHEREAS, the proposed additional updated project costs include, but are not limited to development incentives, administrative costs, and infrastructure costs; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries, and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

Finance / Personnel

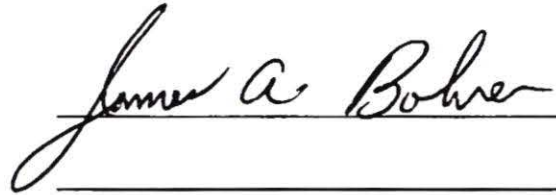
WHEREAS, such amended Territory and Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e) A map showing existing boundaries of the district that were originally approved in the January 4, 2011 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 14, City of Sheboygan" are amendment to include right-of-way and property known as the former Memorial Mall.
2. That this Territory and Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.
3. The amended Territory and Project Plan for "Tax Incremental District 14, City of Sheboygan" (attached) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED that the city staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN, WISCONSIN

Tax Incremental District 14

TERRITORY AMENDMENT No. 1



Joint Review Board Meeting Held: August 29, 2017

Public Hearing Held: August 29, 2017

Adopted by Plan Commission: August 29, 2017

Adopted by City Council: September 18, 2017

Anticipated Approval from Joint Review Board: September 25, 2017

September 2017

Tax Incremental District 14,
Amendment No. 1

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Mary Lynne Donohue	Council Member
John Belanger	Council Member
Todd Wolf	Council Member
Scott Lewandoske	Council Member
Ron Rindfleisch	Council Member
Michael Damrow	Council Member
Markus Savaglio	Council Member
Rosemarie Trester	Council Member
Andy Ross	Council Member
Andrew Schneider	Council Member
Henry Nelson	Council Member
Bryan Bitters	Council Member
Susan Holzschuh	Council Member
Ryan Sorenson	Council Member
James Bohren	Council Member
Roman Draughon	Council Member

City Staff

Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning and Development
Steven Sokolowski	Manager of Planning and Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

PROJECT PLAN AMENDMENT
TAX INCREMENTAL DISTRICT 14
AMENDMENT ONE
TERRITORY AMENDMENT AND DEVELOPMENT INCENTIVE
FOR MEIJER FOODS

Introduction

Tax Incremental District 11 (the "District") was created January 4, 2011, as a mixed use tax increment district. It is comprised of approximately 51.5 acres of primarily commercial land use with a base value of \$8,922,700. The current total value for 2016 is \$24,617,400.

The District is located on North Taylor Drive from Erie Avenue to the Taylor Drive Frontage Road. The District also includes a portion of Erie Avenue both east and west of North Taylor Drive.

The District was originally created to provide a development incentive for Festival Foods to redevelop a vacant Wal-Mart store into a new grocery store. The purpose of this amendment is to provide development incentives to Meijer Stores, LLP, expand the boundaries of the District to include the former Memorial Mall property now owned by Meijer Stores, and to fund eligible project costs for infrastructure improvements along North Taylor Drive to accommodate the Meijer Stores development.

The District has a maximum statutory life of 20 years, and must close no later than January 4, 2031, resulting in a final collection of increment in budget year 2031.

Summary of Findings

As required by s.66.1105 Wis. Stats and as documented in the Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" amendment of the District's Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in a manner, at the values, or within desired time by the city. In making this determination, the city has considered the following information:

- These additional expenditures are associated with projects that were unanticipated at the time of District creation, but have now been determined necessary to enable the District to fully implement its Project Plan.

2. The economic benefits of amending the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility section of this territory amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- The additional development expected to occur is likely to generate additional jobs over the life of the District.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

- Given that it is not likely that the District will achieve all of the objectives of its Project Plan without the continued use of tax incremental financing and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements, the city reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact be no foregone tax increments to be paid in the event the Project Plan is not amended.

Detailed List of Project Costs

The current Project Plan provides for estimated total project cost expenditures of \$1,800,000. This proposed amendment would provide for additional estimated expenditures of \$3,600,000 for a total of \$5,400,000.

Development Incentive

The City of Sheboygan has entered into a development agreement with Meijer Stores, LLP to provide a "Pay-Go" development incentive of \$1,500,000 based on an estimated construction cost of \$14,000,000 to build a retail store and a fueling station/convenient store.

Infrastructure Costs

The City of Sheboygan Department of Public Works has estimated \$1,500,000 to reconstruct North Taylor Drive to provide a new signalized intersection/entrance at the new main entrance to the Meijer development. The city anticipates the need to issue District debt to cover a portion of the infrastructure costs associated with the North

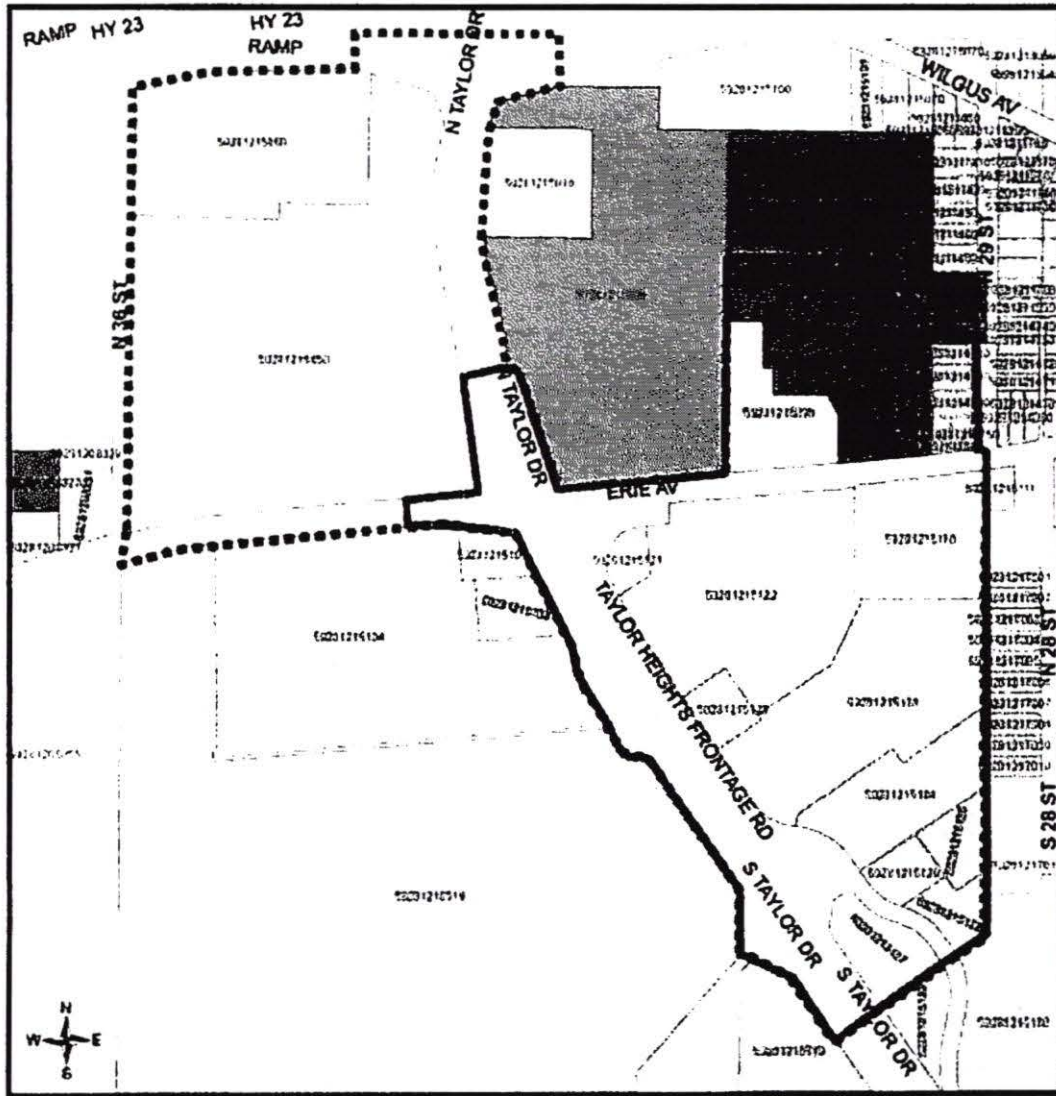
Taylor Drive improvements. The city may also incur costs within a ½ mile of the district as it relates to infrastructure improvements on the north off ramps of WIS 23 with costs estimated up to \$500,000.

Equalized Value Test

The equalized value limit is calculated by adding the equalized value of the district's taxable property as of January 1 of the amendment year and the value increment of all existing tax incremental districts. The value cannot exceed 12 percent of the total equalized value of taxable property within the municipality.

According to the Wisconsin Department of Revenue Bureau of Equalization, Tax Incremental Financing (TIF) Value Limitation Report in 2016, the City of Sheboygan's limit was 4.72 percent and the preliminary calculation at the time of this amendment preparation was 4.83 percent out of 12 percent. Based on these numbers, the city has substantial TIF capacity and the additional parcels included in this amendment will not force the city to near its limitation.

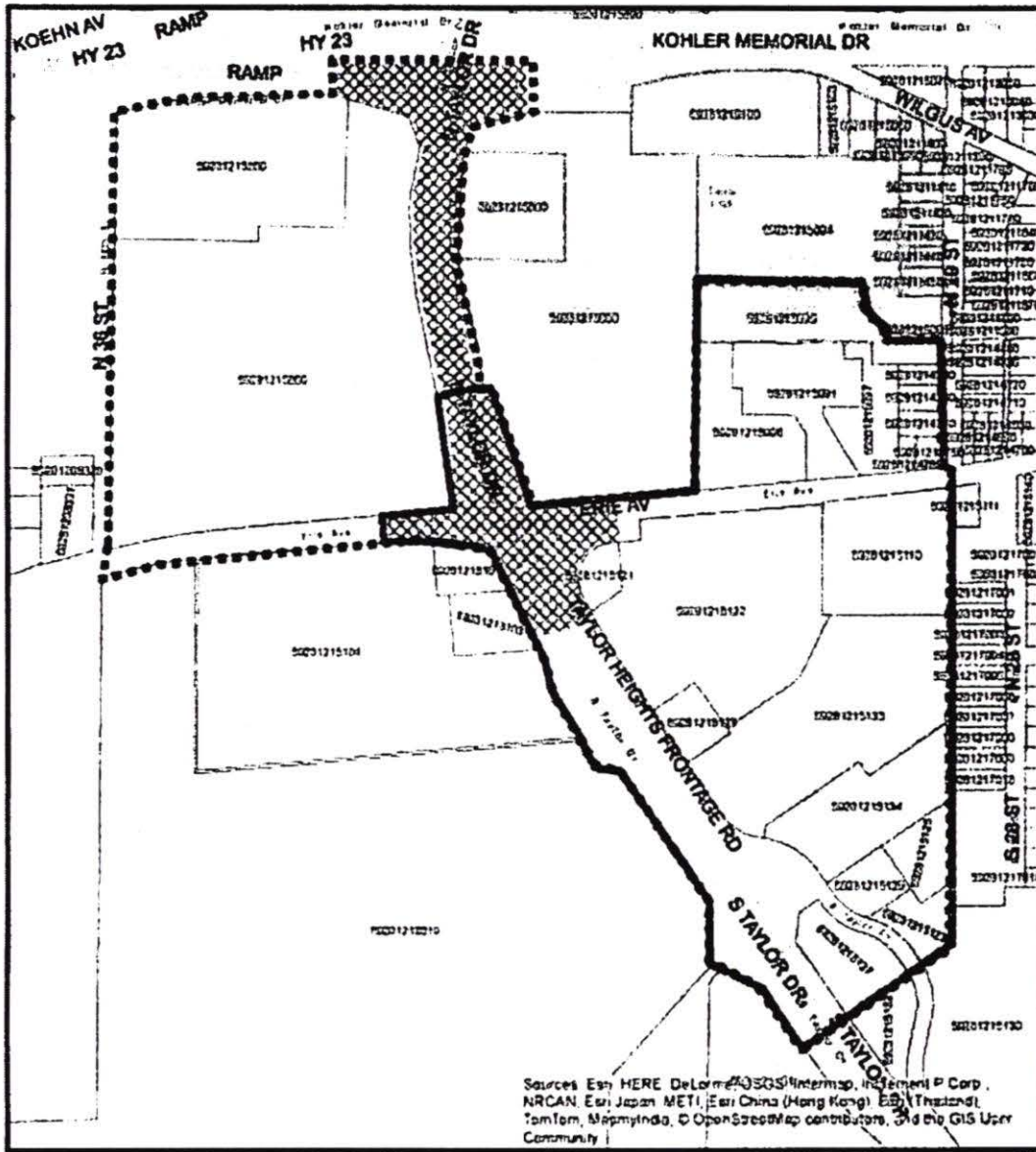
Map of Proposed Boundary Amendments Showing Existing Uses and Conditions



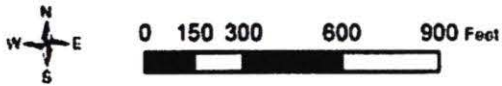
- Legend**
- TID 14 Boundary Amendment 1
 - Original TID 14 Boundary
 - PPUD - Pre-Planned Unit Development
 - UR - Urban Residential 12
 - SR-5 - Suburban Residential 5
 - SR-3 - Suburban Residential 3
 - SC - Suburban Commercial
 - RA-35 - Rural Agricultural

**Map of Proposed
Boundary Amendments
Showing Existing
Uses and Conditions
Tax Incremental District 14**




Map Showing Proposed Improvements



Sources: Esri, HERE, DeLorme, Swisstopo, Intermap, Incorp, P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, TomTom, Mapbox, © OpenStreetMap contributors, and the GIS User Community



Legend

-  Area_of_proposed_improvement
-  TID 14 Boundary Amendment 1
-  Original TID 14 Boundary

**Map of Proposed
Boundary Amendments
Showing Proposed
Improvement Area**

Tax Incremental District 14

Economic Feasibility Study

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended by the addition of territory, will remain economically feasible insofar as:

- The city has available to it the means to secure the necessary financing required to accomplish the projects contained in this Plan.
- The development anticipated to occur as result of the continued implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1.) the development expected to occur, 2.) a project of tax increments to be collected resulting from the development and other economic growth within the District, and 3.) cash flow model demonstrating that the projected tax increment collections and all other revenues to the District will be sufficient to pay all Project Costs.

Increment Revenue Projections for Amendment

	Cumulative Value Increment	Inflation Increment	Development Construction	Annual Value Increment	Tax Rate	Tax Increment Income
2011	\$8,922,700					
2012	22,543,800	\$13,621,100		\$13,621,100	0.025470	\$374,708
2013	23,643,800	14,721,100		14,721,100	0.025592	413,257
2014	24,672,300	15,749,600		15,749,600	0.028829	436,275
2015	26,066,200	17,143,500		17,143,500	0.028064	476,319
2016	24,617,400	15,694,700		15,694,700	0.026999	419,635
2017	25,318,800	16,396,100		16,396,100	0.026999	442,678
2018	20,400,000	16,396,100		16,396,100	0.026999	442,678
2019	20,900,000	16,396,100	\$14,000,000	16,396,100	0.026999	442,678
2020	28,900,000	30,396,100		30,396,100	0.026999	820,664
2021	31,400,000	30,396,100		30,396,100	0.026999	820,664
2022	31,400,000	30,396,100		30,396,100	0.026999	820,664
2023	31,400,000	30,396,100		30,396,100	0.026999	820,664
2024	34,900,000	30,396,100		30,396,100	0.026999	820,664
2025	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2026	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2027	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2028	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2029	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2030	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2031	34,900,000	30,396,100	-	30,396,100	0.026999	820,664

Base Value – 2011 Equalized Value

Analysis assumes the TID expires at the end of the 27 year period (2031)

TID 14 Cash Flow Performa Amendment Only

Revenue Year	Tax Increments	Development Incentive	Administrative Expense	Debt Principal	Debt Interest	Excess Increment
2011						
2012	\$374,708		\$7,500			\$367,208
2013	413,257	\$367,208	7,500			38,549
2014	436,275	290,914	7,500			137,861
2015	476,319	350,625	7,500			118,194
2016	419,635	323,562	7,500			88,573
2017	442,678	302,772	7,500			132,406
2018	442,678	167,118	7,500		\$11,250	256,810
2019	442,678	-	7,500	\$75,000	22,500	337,678
2020	820,664	-	7,500	75,000	20,250	717,914
2021	820,664	370,486	7,500	75,000	18,000	349,678
2022	820,664	370,486	7,500	75,000	15,750	351,928
2023	820,664	370,486	7,500	75,000	13,500	354,178
2024	820,664	370,486	7,500	75,000	11,250	356,428
2025	820,664	18,056	7,500	75,000	9,000	711,108
2026	820,664	-	7,500	75,000	6,750	731,414
2027	820,664	-	7,500	75,000	4,500	733,664
2028	820,664	-	7,500	75,000	2,250	735,914
2029	820,664	-	7,500			813,164
2030	820,664	-	7,500			813,164
2031	820,664	-	7,500			813,164

Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the city on or after January 1, 2004.

Proposed Changes in Zoning Ordinances

The city does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Territory and Project Plan amendment.

Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances.

The proposed project by Meijer Stores is consistent with the city's Comprehensive Plan and the Taylor Drive Master Plan. There are no changes to the master plan, building codes or other City of Sheboygan ordinances for the implementation of this Plan.

Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Amendment.

Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly redevelopment of the city by providing the opportunity for continued growth in tax base and job opportunities.

A List of Estimated Non-Project Costs

The city does not expect to incur any non-Project Costs in the implementation of this Territory and Project Plan Amendment.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 73-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase approximately 14.5 acres of industrial park land in the Sheboygan Business Center between Quasius Enterprises, LLC and the City of Sheboygan.

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

REPORT DATE: August 31, 2017

MEETING DATE: September 11, 2017

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:

Quasius Enterprises, LLC's development team is proposing a partnership with the City of Sheboygan to permit, market and promote a "virtual building" on approximately 14.5 acres on the northwest corner of CTH OK/South Business Drive and Weeden Creek Road. This building will be either industrial/manufacturing or warehousing or a combination of the two.

STAFF COMMENTS:

The Option to Purchase is for two years and allows for two one-year extensions. Quasius Enterprises, LLC agrees to pay \$10,000 for the two year option and \$5,000 for each one-year extension in years three and four. The actual acreage of the site will be determined after a certified survey map is completed on the property. City staff is in support of this project to have a "shovel ready" industrial building ready based on the increase demand in the local market.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 73-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase approximately 14.5 acres of industrial park land in the Sheboygan Business Center between Quasius Enterprises, LLC and the City of Sheboygan

ATTACHMENTS:

- I. Resolution No. 73-17-18
- II. Option to Purchase

III

Other Matters

8.1

Res. No. 73- 17 - 18. By Alderpersons Donohue and Bohren.
September 5, 2017.

A RESOLUTION approving the Option to Purchase approximately 14.5 acres of industrial park land in the Sheboygan Business Center between Quasius Enterprises and the City of Sheboygan.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance + Personnel.

James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON August 31, 2017 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 The Seller (Optionor), City of Sheboygan, hereby grants to
4 the Buyer (Optionee), Quasius Enterprises, LLC
5 an option to purchase (Option) the Property known as ~~(Street Address)~~ Tax Parcel No. 59281479103 (approximately
6 14.5 acres) (See note regarding acreage at Line 262 below) in the City
7 of Sheboygan, County of Sheboygan, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before September 30, 2017 (Time is of the Essence).

10 **OPTION TERMS**

11 ■ **INITIAL OPTION TERM:** A nonrefundable option fee of \$ 10,000 will be paid by Buyer to Seller within five (5) days
12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight October 31, 2017 unless extended below.

14 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight October 31, 2019, upon
15 payment of \$ 5,000 to Seller on or before November 15, 2019, as an option
16 extension fee which shall not be refundable. See **ADDITIONAL EXTENDED OPTION TERM** at lines 257-260 below.

17 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ 10,000 of the option fee and ~~the full amount of the any~~
19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 **CAUTION:** If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21 or 326-330 or in a separate agreement attached per line 325.

22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

23 ■ **PURCHASE PRICE:** Three Hundred Nineteen and 00/100 Dollars
24 (\$ 319,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.

25 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items:

27 _____
28 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
29 _____

30 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.

32 **NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Chad Pelishek, 828 Center Ave., Suite 104, Sheboygan, WI 53081

39 Buyer's recipient for delivery (optional): Matthew Quasius, Quasius Enterprises, LLC, 1202A N. 8th St.
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number: Sheboygan, WI 53081

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): chad.pelishek@sheboyganwi.gov

54 E-Mail address for Buyer (optional): mquasius@quasius.com

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
57 Option except: _____. If "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

62 DEFINITIONS

63 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
64 physically in the Party's possession, regardless of the method of delivery.

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
70 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
71 midnight of that day.

72 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
73 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
74 the expected normal life of the premises or adversely affect the use of the Property.

75 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.**

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

86 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
87 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
88 verified by survey or other means.

89 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
90 dimensions, if material.**

91 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

104 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
105 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
106 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
107 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
108 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

109 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
111 5830.

112 **CLOSING** This transaction is to be closed (within ninety (90) days after the exercise of this Option) ~~(no later~~
113 ~~than _____)~~ **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
117 _____

118 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126 _____
127 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
128 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
129 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

130 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are
137 _____

138 _____ Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____

152 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option

154 by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

155 _____
156 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

157 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
158 **709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures**
159 **provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that**
160 **has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,**
161 **personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if**
162 **Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before**
163 **expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney**
164 **for additional information regarding rescission rights.**

165 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 **ZONING** Seller represents that the property is zoned _____

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
179 remedies.

180 If **Buyer defaults**, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If **Seller defaults**, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests,
205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
208 agreed by the Parties in writing.

209 **RECORDING OF OPTION** Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.
210 Buyer (may) (may not) ~~STRIKE ONE~~ ("may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an
212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.
213 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
220 taxes levied in the year of closing and _____

221 _____
222 _____ which constitutes merchantable title for purposes of
223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
227 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
228 other than the current use.**

229 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"
233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
236 closing (see lines 242-248).

237 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION: Buyer should consider obtaining an update of the title commitment prior to exercising this Option.**

242 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current
252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

256 **ADDITIONAL PROVISIONS**

257 ADDITIONAL EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended
258 until midnight October 31, 2020 upon payment of \$5,000 to Seller on or before
259 November 15, 2020, as an option extension fee which shall not be refundable. Both
260 extended terms are subject to approval by the Common Council.

261 _____
262 The actual acreage will be determined by the completion of the Certified Survey Map
263 and the Buyer will be responsible for purchasing the acreage identified in the
264 Certified Survey Map.

265 _____
266 _____
267 _____
268 _____

269 **CONDOMINIUM UNITS**

270 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before**
271 **entering into this Option. See lines (198-208)**

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. **The Parties agree that the 5 business days begin upon the earlier**
290 **of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery**
291 **of the documents.**

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____

321 _____

322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.

323 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if**
324 **environmental contamination is present), any limitations on Buyer's testing and any other material terms.**

325 **ADDENDA:** The attached _____ is/are made part of this Option.

326 **ADDITIONAL PROVISIONS** This option and any extended term is contingent upon final approval
327 by the City of Sheboygan Common Council. Seller agrees to give Buyer access to the
328 Property for planning and engineering services for their planned virtual project. This
329 agreement shall be further subject to a negotiated Developer's Agreement for the
330 project.

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] City Attorney Charles C. Adams

336 _____ on _____

337 Buyer Entity Name (if any): Quasius Enterprises, LLC

338 (x) _____

339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Matthew Quasius, President Date ▲ _____

340 (x) _____

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): City of Sheboygan

346 (x) _____

347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲ _____

348 (x) _____

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲ _____

350 This Option was presented to Seller by [Licensee and Firm] _____

351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____

353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.**

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 49-17-18 is a claim from Progressive Insurance for alleged damages to their insured's vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: September 5, 2017

MEETING DATE: September 11, 2017

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 claim was received on June 1, 2017. This claim is for \$1,769.36 in alleged damages to their insured's vehicle which occurred during an accident involving a City of Sheboygan employee at the intersection of North Ninth Street and Superior Avenue.

STAFF COMMENTS:

City staff has reviewed the claim and the recommendation is to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council deny R. O. No. 49-16-17 and to direct the City Attorney to send a Notice of Disallowance.

ATTACHMENTS:

- I. R. O. No. 49-16-17

II

4.9

R. O. No. 49 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from Progressive Insurance for alleged damages to a Progressive insured vehicle when a City of Sheboygan employee hit the vehicle in the intersection of 9th Street and Superior Avenue.

*Finance +
Personnel*

City Clerk

DATE RECEIVED 6-1-17

RECEIVED BY M.D.

CLAIM NO. 7-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUN 1 '17 AM 10:56

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

1. Name of Claimant: Jeremy Kammler (Progressive Insurance)

2. Home address of Claimant: 2505 E. Evergreen Dr. Suite B Appleton, WI 54913

3. Home phone number: (P) 920-903-5068 (F) 920-739-3820

4. Business address and phone number of Claimant: See Above

5. When did damage or injury occur? (date, time of day) 3/1/17 2:30 pm.

6. Where did damage or injury occur? (give full description) 9th Ave and Superior Ave. Sheboygan WI.

7. How did damage or injury occur? (give full description) Progressive Insured person pulled from stop sign and was into intersection when struck on right quarter panel by city of Sheboygan Employee

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

(b) Claimant's statement of the basis of such liability: Mr Yang pulled into intersection after progressive insured vehicle was already into intersection. Can provide more details upon request.

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A.

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

Vehicle Damage

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

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

Auto:	\$ <u>1556.28</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ <u>213.08 rental</u>
TOTAL	\$ <u>1769.36</u>

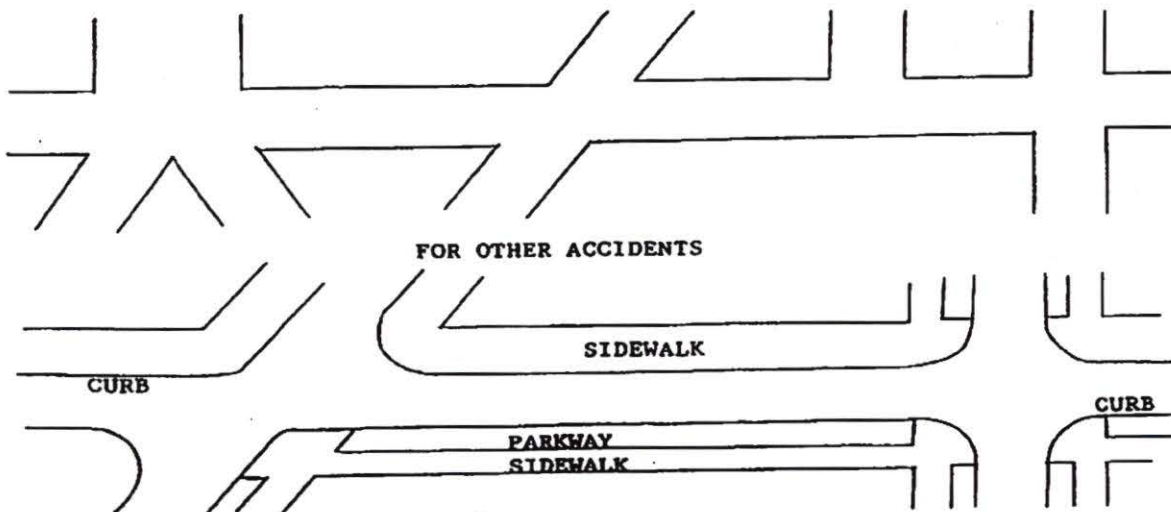
Damaged vehicle (if applicable)

Make: Subaru Model: Impreza Year: 2004 Mileage: 116,174

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT *[Signature]* DATE 5/30/17

Progressive Insurance Agent

DATE RECEIVED 6-1-17

RECEIVED BY MD

CLAIM NO. 7-17

CLAIM

Claimant's Name:	<u>Jeremy Kammler (Progressive)</u>	Auto	\$ <u>1556.28</u>
Claimant's Address:	<u>2505 E. Evergreen Dr. STE. B</u>	Property	\$ _____
	<u>Appleton, WI 54913</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-903-5068 (P)</u>	Other (Specify below)	\$ <u>213.08</u> <u>Rental</u>
	<u>920-735-3800 (F)</u>	TOTAL	\$ <u>1769.36</u>

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

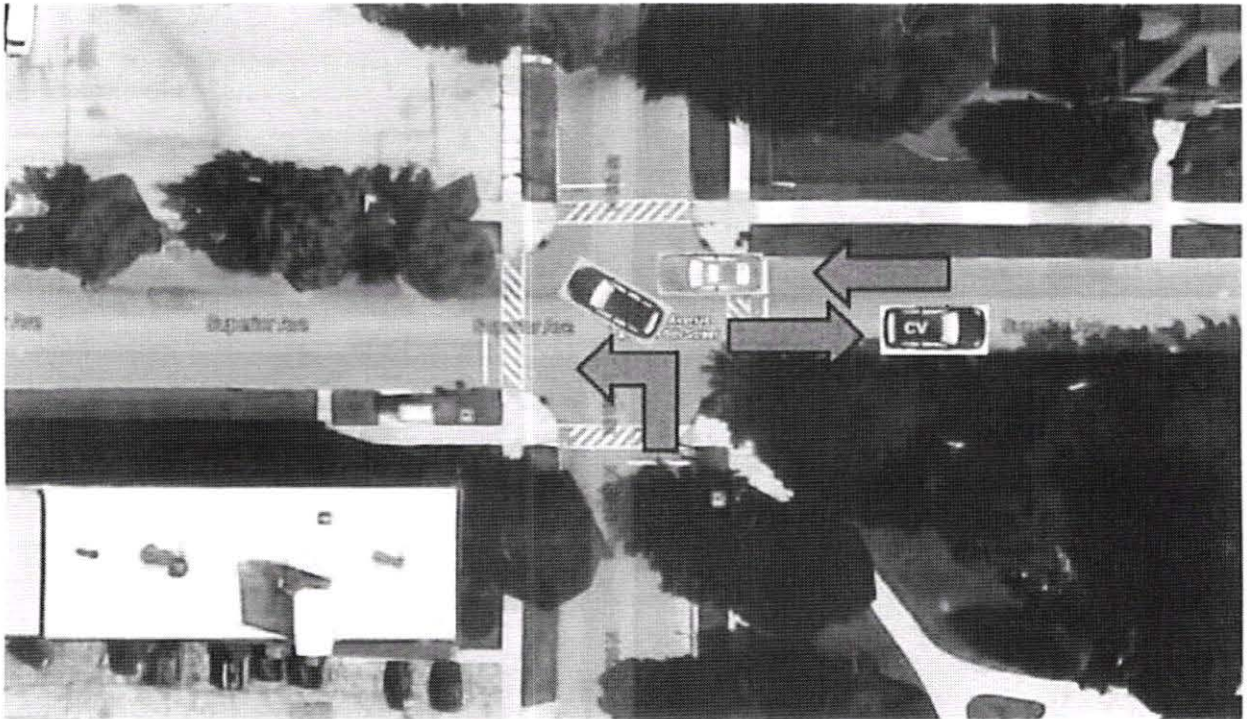
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1769.36.

SIGNED Jeremy Kammler Progressive Insurance DATE: 5/30/17

ADDRESS: 2505 E. Evergreen Dr. Suite B. Appleton, WI 54913

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



CV green stopped at it, was there for about 10 as blue CV proceeded through it first. As CV exited it, he saw orange CV still driving up to stop sign so she proceeded into it. As she was proceeding and starting turn CV either rolled through stop or didn't stop and struck CV on right rear.

Date: 4/17/2017 10:43 AM
 Estimate ID: 17-5017965-01
 Estimate Version: 0
 Committed
 Profile ID: MILW All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: ANTHONY MASSET

Appraised For: ANTHONY MASSET
 (414) 944-5223

Classification:

Type of Loss: Auto
 Date of Loss: 3/ 1/2017
 Deductible: 600.00
 Claim Number: 17-5017965-01

Insured: MARGARET HAUBERT
 Owner: MARGARET HAUBERT
 Address: 1507A N 10TH ST, SHEBOYGAN, WI 53081
 Telephone: Home Phone: (920) 452-2699
 Contact Phone: (414) 861-2025

Cell Phone: (414) 861-2025

Mitchell Service: 915185

Description: 2004 Subaru Outback Sport
 Body Style: 4D Wgn
 VIN: JF1GG68634H817859
 Mileage: 116,174
 OEM/ALT: A
 Color: BLUE
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER
 AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, ANTI-LOCK BRAKE SYS., FOG LIGHTS
 ALUM/ALLOY WHEELS, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR
 AUTOMATIC TRANSMISSION, FIRST ROW BUCKET SEAT, CLOTH SEAT, ALL WHEEL DRIVE
 AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS, KEYLESS ENTRY SYSTEM
 REAR BENCH SEAT

Vehicle Production Date: 10/03
 Drive Train: 2.5L Inj 4 Cyl 4A AWD
 License: 249-SZY WI
 Search Code: BROOKFIEL1

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Rear Door</u>							
1	501444	BDY	REMOVE/REPLACE	R Rear Door Shell	Recycled	218.75 *	4.0
2		REF	REFINISH	R Rear Door Outside			C 2.0
3		REF	REFINISH	R Rear Add For Jamba & Interior			C 1.0
4				Price Includes Markup			
5	501446	REF	REFINISH	R Rear Door Moulding			C 1.0
6	501452	BDY	REMOVE/REPLACE	R Rear Otr Door Belt Moulding	Recycled	INC*	INC
7				>>>included with recycled door assmblly			
8	501458	BDY	REMOVE/REPLACE	R Rear Door Adhesive Emblem	93063FE010	37.20	0.1
9	501484	REF	REFINISH	R Rear Otr Handle			C 0.5
10	504703	BDY	REMOVE/REPLACE	R Rear Door Outside Handle	Recycled	INC*	INC #
11		BDY	REMOVE/INSTALL	R Rear Door Trim Panel			INC
12				>>>included with recycled door assmblly			
<u>Quarter Panel</u>							
13	501711	BDY	REPAIR	R Quarter Outer Panel	Exlting		1.0* #
14		REF	REFINISH/REPAIR	R Quarter Outer Panel			C 2.0*
15				MODIFIED REFINISH WITH FULL CLEAR COAT			
<u>Additional Operations</u>							
16		REF	ADD'L OPR	Two Tone			1.7
17		REF	ADD'L OPR	Clear Coat			1.9
<u>Additional Costs & Materials</u>							
18			ADD'L COST	Paint/Materials		363.60 *	
19			ADD'L COST	Hazardous Waste Disposal		3.00 *	

ESTIMATE RECALL NUMBER: 04/17/2017 10:43:14 17-5017965-01

Mitchell Data Version: OEM: MAR_17_V0414

MAPP: MAR_17_V0409 Copyright (C) 1994 - 2017 Mitchell International

Software Version: 7.1.215

All Rights Reserved

Page 1 of 5

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

* - Judgment Item
- Labor Note Applies
C - Included in Two Tone / Clear Coat Calc

Recycler Information Section:

Jantz's Yard 4 - ARAPro
 2500 Washington Rd.
 Kenosha WI 53140
 800-554-4770;262-658-3446

1 2006 Subaru Impreza RIGHT REAR SIDE DOOR VA 175.00
 Part Number: AK5535
 Description:0P1,RH,GRY,REPAINT, R. ,

Roz Auto Salvage
 5848 S. 13th St.
 Milwaukee WI 53221
 800-281-2479;414-282-9885

10 2002 Subaru Impreza RIGHT OUTSIDE DOOR HANDLE VA 50.00
 Part Number: 15P190
 Description:SIL, R. ,

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

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

Estimate Totals

I. Labor Subtotals						ii. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
Body	5.1	56.00	0.00	0.00	285.60 T	Taxable Parts		255.95
Refinish	10.1	56.00	0.00	0.00	565.60 T	Sales Tax @ 5.600%		14.33
		Taxable Labor			851.20	Total Replacement Parts Amount		270.28
		Labor Tax @ 5.600 %			47.67			
Labor Summary	15.2				898.87			
iii. Additional Costs						iv. Adjustments		
					Amount			Amount
Taxable Costs					366.60	Insurance Deductible		600.00-
Sales Tax @ 5.600%					20.53	Customer Responsibility		500.00-
Total Additional Costs					387.13			
Paint Material Method: Rates Init Rate = 36.00								
						i. Total Labor:		898.87
						ii. Total Replacement Parts:		270.28
						iii. Total Additional Costs:		387.13
						Gross Total:		1,566.28

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

IV. Total Adjustments: 500.00-
Net Total: 1,056.28

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Milwaukee Service Center
Address: 3442 South 103rd Street
Milwaukee, WI 53227
(414) 944-5200

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

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

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

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

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

Lifetime guarantee for sheet metal and plastic body parts

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

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

ESTIMATE RECALL NUMBER: 04/17/2017 10:43:14 17-5017965-01

Mitchell Data Version: OEM: MAR_17_V0414

Software Version: MAPP:MAR_17_V0409 Copyright (C) 1994 - 2017 Mitchell International
7.1.215 All Rights Reserved

Page 4 of 5

these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

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

Shop Signature: _____ Est. completion Date: _____

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

Event Log

File Created:	04/17/2017 10:07:07 AM
Estimate Started:	04/17/2017 10:13:25 AM
Estimate Printed:	04/17/2017 10:43:29 AM
Estimate Committed:	04/17/2017 10:43:14 AM
Estimate Uploaded:	04/17/2017 10:43:40 AM

JUN 19 '17 AM 11:12

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

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

6/8/2017 12:44:00 PM

Certified Mail 91 7199 9991 7036 9203 3959 Return Receipt Requested

CITY OF SHEBOYGAN
828 CENTER AVE
SUITE 100
SHEBOYGAN, WI 53081

Your Client: YANG, YENG
Your Claim Number: N/A
Our Insured: HAUBERT, MARGARET
Our Claim Number: 17-5017965
Amount Subject to Reimbursement: 1,769.36
Amount of Insured's Deductible: 500.00

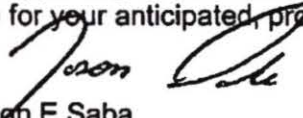
Please take this as formal notice of our subrogation rights relative to the above-captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 9TH ST IN SHEBOYGAN
Date and Time of Loss: 03-01-17 AT 2:30 PM

Description of Loss: Our named insured's 2004 Subaru Impreza was traveling north along 9th St. and stopped at the stop sign at the intersection with Superior Ave. A City of Sheboygan 2016 Chevrolet Colorado, plate #E6225, was traveling west on Superior Ave. As our insured's vehicle turned left onto Superior Ave., the City of Sheboygan vehicle continued into the intersection with 9th St. without stopping at the stop sign, and struck and damaged our insured's vehicle. The driver, Yeng Yang, is the proximate cause of the accident due to failure to yield the right of way.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "HAUBERT, MARGARET", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.


Jason E Saba
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5567
Fax. 888-781-6947
Email: Jason_E_Saba@progressive.com

Claim Payment Detail (17-5017965)

Payment Information	
Disbursement Number:	772903445
EFT Trace Number:	712619893
Pay to the Order of:	ENTERPRISE RENT A CAR CO
Mailing Address:	PO BOX 795110 SAINT LOUIS, MO 63179 USA
In Payment Of:	Progressive Invoice Number: 35721844
Total Amount:	\$213.08
Invoice Number:	35721844

Reviewed Summary	
Issuing Rep:	A099518
Issue Date:	05-07-17
Last Updated Rep:	A099518
Approved By:	
Review Date:	
Reviewed By:	

Bank Information	
Type:	Loss
Stop Reason:	
Stop Date:	
Bank Code:	CTB
Cleared:	05-09-17

Exposure Detail: RENTAL	
Party Name:	HAUBERT, MARGARET
Property Description:	04 SUBARU IMPREZA
Payment Type:	FINAL PAYMENT
Amount Paid:	\$213.08
Deductible Taken:	\$0.00
Property Damage:	\$0.00
Rental:	\$213.08

Claim Payment Detail (17-5017965)

Payment Information

Disbursement Number:	340219704	Total Amount:	\$1,056.28
Draft Number:	2773988770	Invoice Number:	35138427
Pay to the Order of:	MARGARET HAUBERT		
Mailing Address:	2746 N FRATNEY ST MILWAUKEE, WI 53212-2608 USA		
In Payment Of:	Progressive Invoice Number: 35138427		

Reviewed Summary

Issuing Rep:	A104176	Approved By:	
Issue Date:	04-17-17	Review Date:	
Last Updated Rep:	A104176	Reviewed By:	

Bank Information

Type:	Loss	Bank Code:	1CD
Stop Reason:		Cleared:	04-26-17
Stop Date:			

Exposure Detail: COLL

Party Name:	HAUBERT, MARGARET	Amount Paid:	\$1,056.28
Property Description:	04 SUBARU IMPREZA	Deductible Taken:	\$500.00
Payment Type:	FINAL PAYMENT	Property Damage:	\$0.00
		Rental:	\$0.00

Date: 4/17/2017 10:43 AM
 Estimate ID: 17-5017965-01
 Estimate Version: 0
 Committed
 Profile ID: MILW All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: ANTHONY MASSET

Appraised For: ANTHONY MASSET
 (414) 944-5223

Classification:

Type of Loss: Auto
 Date of Loss: 3/ 1/2017
 Deductible: 500.00
 Claim Number: 17-5017965-01

Insured: MARGARET HAUBERT
 Owner: MARGARET HAUBERT
 Address: 1507A N 10TH ST, SHEBOYGAN, WI 53081
 Telephone: Home Phone: (820) 452-2699
 Contact Phone: (414) 861-2023

Cell Phone: (414) 861-2025

Mitchell Service: 915185

Description: 2004 Subaru Outback Sport
 Body Style: 4D Wgn
 VIN: JF1GG68S34H617859
 Mileage: 115,174
 OEM/ALT: A
 Color: BLUE
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL, TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, ANTI-LOCK BRAKE SYS., FOG LIGHTS, ALUM/ALLOY WHEELS, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, FIRST ROW BUCKET SEAT, CLOTH SEAT, ALL WHEEL DRIVE, AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT

Vehicle Production Date: 10/03
 Drive Train: 2.5L Inj 4 Cyl 4A AWD
 License: 249-SZY WI
 Search Code: BROOKFIEL1

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Port Number	Dollar Amount	Labor Units
<u>Rear Door</u>							
1	501444	BDY	REMOVE/REPLACE	R Rear Door Shell	Recycled	218.75 *	4.0
2		REF	REFINISH	R Rear Door Outside			C 2.0
3		REF	REFINISH	R Rear Add For Jambs & Interior			C 1.0
4				Price Includes Markup			
5	501446	REF	REFINISH	R Rear Door Moulding			C 1.0
6	501452	BDY	REMOVE/REPLACE	R Rear Otr Door Beft Moulding	Recycled	INC*	INC
7				>>>Included with recycled door assembly			
8	501458	BDY	REMOVE/REPLACE	R Rear Door Adhesive Emblem	93063FE010	37.20	0.1
9	501484	REF	REFINISH	R Rear Otr Handle			C 0.5
10	504703	BDY	REMOVE/REPLACE	R Rear Door Outside Handle	Recycled	INC*	INC #
11		BDY	REMOVE/INSTALL	R Rear Door Trim Panel			INC
12				>>>Included with recycled door assembly			
<u>Quarter Panel</u>							
13	501711	BDY	REPAIR	R Quarter Outer Panel	Existing		1.0* #
14		REF	REFINISH/REPAIR	R Quarter Outer Panel			C 2.0*
15				MODIFIED REFINISH WITH FULL CLEAR COAT			
<u>Additional Operations</u>							
16		REF	ADD'L OPR	Two Tone			1.7
17		REF	ADD'L OPR	Clear Coat			1.9
<u>Additional Costs & Materials</u>							
18			ADD'L COST	Paint/Materials		363.60 *	
19			ADD'L COST	Hazardous Waste Disposal		3.00 *	

ESTIMATE RECALL NUMBER: 04/17/2017 10:43:14 17-5017965-01
 Mitchell Data Version: OEM: MAR_17_V0414
 MAPP: MAR_17_V0409 Copyright (C) 1994 - 2017 Mitchell International
 Software Version: 7.1.215 All Rights Reserved

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MLW All Part Types

* - Judgment Item
- Labor Note Applies
C - Included in Two Tone / Clear Coat Calc

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

IV. Total Adjustments: 500.00-
Net Total: 1,056.28

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Milwaukee Service Center
Address: 3442 South 103rd Street
Milwaukee, WI 53227
(414) 944-5200

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

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

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

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

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

Lifetime guarantee for sheet metal and plastic body parts

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

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

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017865-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

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

Shop Signature: _____ Est. completion Date: _____

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

Event Log

File Created:	04/17/2017 10:07:07 AM
Estimate Started:	04/17/2017 10:13:25 AM
Estimate Printed:	04/17/2017 10:43:29 AM
Estimate Committed:	04/17/2017 10:43:14 AM
Estimate Uploaded:	04/17/2017 10:43:40 AM



Rental Company: ENTERPRISE RENT-A-CAR
 Invoice: D663703-4414
 Alternate Invoice Number: 7NQ1WW

Bill To: PRO4401
 PROGRESSIVE
 ATTN: JEREMY KAMMLER
 3442 S 103rd St., Suite 150
 WEST ALLIS, WI 53227

RENTAL DETAIL:

Rental Period: 4/26/17 to 5/4/17 (9 days)
 Billed Period: 4/26/17 to 5/4/17 (9 days)

RENTER INFORMATION:

Renter: HAUBERT, MARGARET

Products and Services	Rate	Amount
9 DAYS @	21.74	\$195.66
Taxes and Surcharges		
9 TRF	0.68	\$6.12
1 WISALETAX	5.60%	\$11.30
Total Charges:		\$213.08
Less Amount Received:		(\$50.00)
Total Amount Due:		\$213.08

RENTAL INFORMATION:

Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4414)
 310 W WISCONSIN AVE STE 170A
 MILWAUKEE, WI 532032213
 (414) 223-3720

ADDITIONAL CLAIM INFORMATION:

Claim Number :17-5017965
 Claim Type: Insured
 Vehicle Condition: Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2007 SUBARU
 Additional Driver:

Repair Facility:
 UNKNOWN SHOP
 ST. LOUIS, MO 63105
 (999) 999-9999

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
4/26/17 12:39 PM	2017	NISN	VERS	3N1CN7AP1HL806661	19462	20225	763	\$21.74

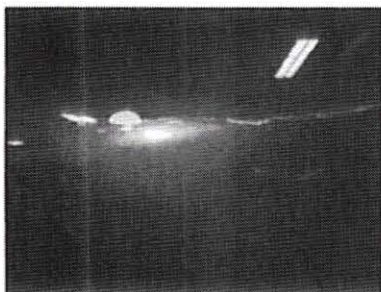
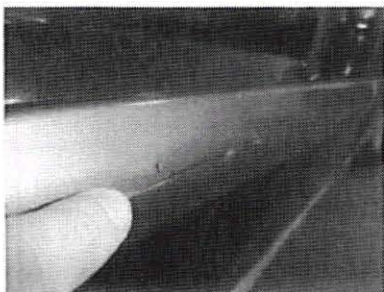
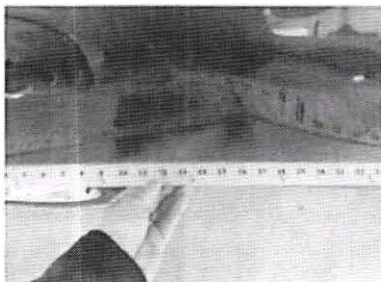
Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$213.08
Less Amount Received: (\$50.00)
Total Amount Due..... **\$213.08**

Please include on your check:
 Invoice: D663703-4414



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 133-17-18 is a claim from Jack and Linda Sowinski for alleged damages to their vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: September 5, 2017

MEETING DATE: September 11, 2017

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 claim was received on August 14, 2017. This claim is for \$224.36 in alleged damages to their vehicle that occurred when a dead tree branch fell on it.

STAFF COMMENTS:

City staff has reviewed the claim and the recommendation is to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council deny R. O. No. 133-16-17 and to direct the City Attorney to send a Notice of Disallowance.

ATTACHMENTS:

- I. R. O. No. 133-16-17

II

3.3

R. O. No. 133 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a claim from Jack and Linda Sowinski for alleged damages to their vehicle, parked on South 17th Street, when a dead tree branch fell on it.

Finance + Personnel

City Clerk

DATE RECEIVED 8-14-17

RECEIVED BY MD

CLAIM NO. 14-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 14 '17 PM 2:19

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

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

1. Name of Claimant: JACK/LINDA Sowinski

2. Home address of Claimant: 2914 So. 17th ST

3. Home phone number: 920-208-7056 / 920-547-0114

4. Business address and phone number of Claimant: SHORELINE METRO
608 S. Commerce St. Sheboygan 920-459-3281

5. When did damage or injury occur? (date, time of day) 8/4/2017 3:20 pm

6. Where did damage or injury occur? (give full description) IN FRONT OF MY
house, truck WAS parked at the curb on So. 17th
STREET

7. How did damage or injury occur? (give full description) IT WAS RAINING
outside, I looked out the window and SAW large
BRANCHES break of the TREE AND FALL ON MY
TRUCK.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

(a) Public property alleged to be dangerous: DEAD TREE ON City
Property in front of our House

(b) Claimant's statement of basis for such liability: TREE is dead +
Falling APART DPW came to cut BRANCHES OFF
the truck told WORKES to Remove tree ASAP!

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

BROKEN Windshield

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

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

Auto:	\$ <u>224.36</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>224.36</u>

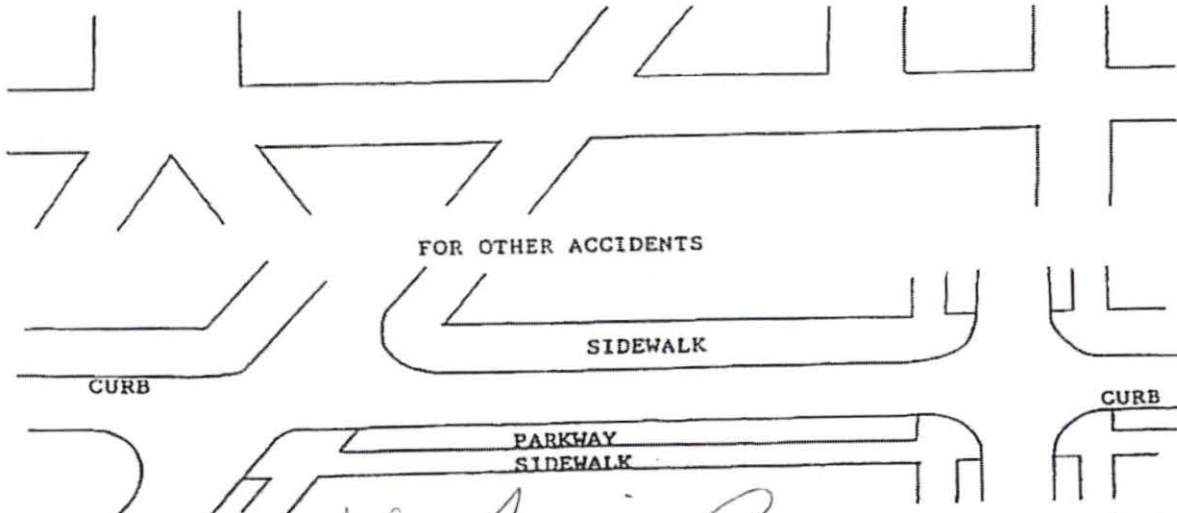
Damaged vehicle (if applicable)

Make: FORD Model: EXPLORER Year: 2001 Mileage: 116,002
SPORT TRAC

Names and addresses of witnesses, doctors and hospitals: —

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

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



SIGNATURE OF CLAIMANT Joel Swinski
Linda A. Swinski DATE 8/4/17
8/4/17

DATE RECEIVED 8.14.17

RECEIVED BY MD

CLAIM NO. 14.17

CLAIM

Claimant's Name: Jack/Linda Sowinski

Auto \$ 224.36

Claimant's Address: 2914 So. 17th ST
Sheboygan, WI 53081

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 224.36

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 224.36.

SIGNED Jack/Linda A. Sowinski

8/7/17

DATE: 8/7/17

ADDRESS: 2914 S. 17th STREET, Sheboygan WI 53081

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



SHEBOYGAN POLICE DEPARTMENT

Incident C17-16432

Nature: DAMAGE PROPERTY
Location: N55

Address: 2914 S 17TH ST
SHEBOYGAN WI 53081

Offense Codes: 9362, 9813

Received By: PILLING, BRETT

How Received: T

Agency: SPD

Responding Officers: WILSON, SPENCER,

Responsible Officer: WILSON,
SPENCER

Disposition: SIT 08/03/17

When Reported: 15:42:36 08/03/17

Occurred Between: 15:42:36 08/03/17 and 15:42:36 08/03/17

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 7752

Last: SOWINSKI

First: LINDA

Mid: A

DOB: 11/23/55

Dr Lic: S520-5215-5923-00

Address: 2914 S 17TH ST

Race: W

Sex: F

Phone: (920)889-6369

City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9330 DAMAGE/PRIVATE
PROPERTY

Observed: 9362 DAMAGE NON CRIMINAL

Additional Offense: 9362 DAMAGE NON CRIMINAL

Additional Offense: 9813 WIRES/BRANCHES/DOWN

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY

Responding Officers:

WILSON, SPENCER

Unit :

428

Responsible Officer: WILSON, SPENCER

Agency: SPD

Received By: PILLING, BRETT

Last Radio Log: 16:26:33 08/03/17 CMPLT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 15:42:36 08/03/17

Disposition: SIT Date: 08/03/17

Judicial Status:

Occurred between: 15:42:36 08/03/17

Misc Entry:

and: 15:42:36 08/03/17

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
-------------	-------------	--------------------

Narrative

19:18:45 08/03/2017 - WILSON, SPENCER

Squad 7

Video: No

Photos: Yes

On 08-03-17, I, Officer Wilson responded to 2914 S 17th St reference part of a city tree breaking off and striking a black 2001 Ford Explorer WI DL9480.

Multiple large branches were still on the truck and part of the branch was still wedged in the tree, making moving the truck a dangerous option. DPW was contacted to remove the tree, which was between the road and sidewalk in front of 2914 S 17th St. Photographs were taken. -428

LAKE AUTO GLASS & SERVICE



718 S WISCONSIN DR
HOWARDS GROVE, WI 53083

9208280030

<https://www.lakeautoglasswi.com>

\$224³⁶

DATE
August 09, 2017
12:13 pm

VISA

2886

PAYMENT ID: J7K1HPS73D9TP
Cashier: ISAAC D SCHANNO

Hide Details

Card: VISA 2886
August 09, 2017, 12:13 PM
Method: EMV
Authorization Code: 563696
Authorizing Network: VISA
AID: A0000000980840
CVM: SIGNATURE VERIFIED



Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488

Fed. ID# 471572468

LINDA SOWINSKI

(920) 208-7056

Inv. #	10000232	Date	08/07/2017
Cust. #	2087056	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Inst'l By	

Year	2001	Make	FORD	Policy #	
Model	EXPLORER SPORT TRAC	Body Style	4 DOOR UTILITY	Author-ized By	
Lic. #		V.I.N.		Claim #	
Home Phone	(920) 208-7056	Bus. Phone	() -	Damage/Cause	
				Loss Date	08/04/2017

Qty.	Part	Description	Block Size	List	Price	Total
1	DW01206GBYN	Windshield (W/V.I.N. Notch)(slr contr)	30.5 x 63	195.75	107.66	107.66
1	LABOR	Labor 2.70 hours		80.00	80.00	
1	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer		25.00	25.00	25.00

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Subtotal	132.66
Labor	80.00
Tax	11.70
Total	224.36
Payment	-224.36
Balance	0.00

RECEIVED BY

8/4/17 1:00pm by ADMIN Updated 8/9/17 12:11pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.

Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488

Fed. ID# 471572468

LINDA SOWINSKI

Quote #	Q 10000481	Date	08/04/2017
Cust #	2087056	Billcode	1
P O #		Sold By	IS
Fed Tax #		Instl By	

(920) 208-7056

Year	2002	Make	FORD	Policy #		
Model	EXPLORER SPORT TRAC	Body Style	4 DOOR UTILITY	Author-ized By		
Lic #		VIN		Claim #	Loss Date 08/04/2017	
Home Phone	(920) 208-7056	Bus Phone	() -	Damage/Cause		
Qty	Part	Description	Block Size	List	Price	Total
1	DW01206GBYN	Windshield (W/V.I.N. Notch)(slr contr)	30.5 x 63.5	195.75	107.66	107.66
1	LABOR	Labor 2.70 hours		80.00	80.00	
1	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer		25.00	25.00	25.00
SPECIAL INSTRUCTIONS					Subtotal	132.66
<small>All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.</small>					Labor	80.00
					Tax	11.70
					Total	224.36
					Balance	224.36
RECEIVED BY			The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.			
8/4/17 1:00pm by ADMIN Updated 8/4/17 1:00pm by ADMIN						

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	
DATE	8/4/2017
REFERENCE #	Quo: 6324
TAX ID NUMBER	390875970

12:40PM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INST. ALL DATE:
			INSTALLED BY:
SALES REP: MIKE			TERMS:
BILL TO: Cash Sale			SOLD TO: Attn: Linda Sowinski
			W: (920)889-6369 H: (920)208-7056

Insurance Information

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

Vehicle Information

MAKE: FORD	MODEL: EXPLORER SPORT TRAC	YEAR: 2001
BODY: 4 DOOR UTILITY	VIN:	ODOMETER:
STOCK #: R.O. #:	UNIT #:	LICENSE #:

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW01206GBYN Windshield (Solar) (W/V.I.N. Notch) (May need Mldg)	2.70	\$91.00	\$0.00	\$195.75	\$127.24	\$218.24
1.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

*** THIS IS A QUOTE / DO NOT PAY ***

Total Labor	\$91.00
Total Kit	\$20.00
Total Parts	\$127.24
Subtotal	\$238.24
Sales Tax @ 5.5000 %	\$13.10

Thank you! MIKE

Customer Signature:

Amount Due: \$251.34 Invoice Total \$251.34

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.















III

4.10

Res. No. 71 - 17 - 18. By Alderperson Donohue. September 5, 2017.

A RESOLUTION establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, the Common Council Committees have duly considered and discussed a budget for 2018 as proposed by the City Administrator, and

WHEREAS, a public hearing on the budget will be held on October 16, 2017 as required, and

WHEREAS, the 2018 garbage fee is set at \$5 per equivalent residential unit per month, and

WHEREAS, the 2018 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2018 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 5, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

*Finance / Personnel,
Public Safety,
Public Works &
Law & Licensing*

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2018 budget be approved, and

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2018 Budget is \$23,324,477.



A handwritten signature in black ink, appearing to be 'T. J. ...', is written over a horizontal line.

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

2018 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2018 Executive
Revenue							
Taxes	\$13,979,108	\$3,927,829	\$6,777,547	\$4,193,377	\$0	\$511,547	\$29,389,408
Licenses and Permits	879,850	625,000	0	0	0	32,000	1,536,850
Intergovernmental	14,235,784	1,743,497	53,639	1,674,641	0	2,707,127	20,414,688
Intergovernmental Charges for Services	227,000	0	0	0	0	0	227,000
Charges for Services	1,621,196	1,923,750	0	0	9,400	27,527,607	31,081,953
Fines and Forfeitures	269,000	902,000	0	0	0	5,000	1,176,000
Miscellaneous Revenue	393,615	347,069	547,499	18,443,763	7,864	965,682	20,705,492
Interfund Transfers	2,895,454	0	1,291,913	3,089,455	0	947,791	8,224,613
Total Revenue	\$34,501,007	\$9,469,145	\$8,670,598	\$27,401,236	\$17,264	\$32,696,754	\$112,756,004
Expenditures							
General Government	\$3,797,119	\$547,024	\$1,350	\$7,500,000	\$0	\$9,587,389	\$21,432,882
Public Safety	20,738,906	778,295	0	2,117,711	0	0	23,634,912
Public Works	8,600,207	862,904	0	4,094,500	0	21,852,538	35,410,149
Health and Human Services	192,440	0	0	0	750	0	193,190
Culture and Recreation	2,566,224	4,130,439	0	6,092,670	0	0	12,789,333
Conservation and Development	333,009	906,108	298,941	6,393,549	0	0	7,931,607
Transfers and other expenses	773,102	2,264,764	8,297,181	3,618,650	1,250	4,724,791	19,679,738
Total Expenditures	\$37,001,007	\$9,489,534	\$8,597,472	\$29,817,080	\$2,000	\$36,164,718	\$121,071,811
Excess of revenues over (under) expenditures	-\$2,500,000	-\$20,389	\$73,126	-\$2,415,844	\$15,264	-\$3,467,964	-\$8,315,807
Fund Balance, January 1	\$22,039,439	\$1,569,524	\$7,861,102	\$8,100,665	\$2,194,577	\$0	\$41,765,307
Fund Balance, December 31	\$19,539,439	\$1,549,135	\$7,934,228	\$5,684,821	\$2,209,841	\$0	\$36,917,464
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$84,882,075	\$84,882,075
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$81,414,111	\$81,414,111
Net Property Tax Required	\$13,775,585	\$2,445,829	\$3,196,889	\$3,394,627	\$0	\$511,547	\$23,324,477

**GENERAL FUND
BUDGET SUMMARY**

	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Amended</u>	2017 <u>Estimated</u>	2018 <u>Requested</u>	2018 <u>Executive</u>
Revenue						
Taxes	16,160,234	15,164,406	15,605,762	15,608,188	13,979,108	13,979,108
Licenses and Permits	1,257,930	1,202,490	902,990	847,731	879,850	879,850
Intergovernmental	14,297,099	14,207,490	14,179,401	14,176,595	14,235,784	14,235,784
Intergovernmental Charges for Services	200,622	192,078	254,000	225,000	227,000	227,000
Charges for Services	1,570,455	1,756,904	1,537,135	1,605,942	1,621,196	1,621,196
Fines and Forfeitures	281,845	309,263	284,850	296,000	269,000	269,000
Miscellaneous Revenue	677,589	357,685	360,150	398,803	393,615	393,615
Interfund Transfers	2,904,358	2,844,044	2,855,572	2,728,996	2,895,454	2,895,454
Total Revenue	37,350,132	36,034,360	35,979,860	35,887,255	34,501,007	34,501,007
Expense						
General Government	3,342,261	3,637,688	3,729,013	3,657,825	3,826,278	3,797,119
Public Safety	20,497,361	21,880,886	20,666,502	20,586,417	21,234,249	20,738,906
Public Works	7,187,327	7,939,509	8,400,579	8,402,112	8,602,495	8,600,207
Health and Human Services	233,341	233,451	249,821	225,827	192,440	192,440
Parks and Recreation	2,472,217	2,521,877	2,483,776	2,479,351	2,566,224	2,566,224
Conservation and Development	565,125	257,317	351,149	350,347	333,009	333,009
Transfers and other expenses	495,614	598,121	673,033	554,267	773,102	773,102
Total Expenditures	34,793,246	37,068,849	36,553,873	36,256,146	37,527,797	37,001,007
Excess of revenue over (under) expenditures	2,556,886	-1,034,489	-574,013	-368,891	-3,026,790	-2,500,000
Fund Balance, Beginning Year	21,004,699	23,561,585	21,145,644	22,527,096	22,158,205	22,158,205
Fund Balance, Ending Year*	23,561,585	22,527,096	20,571,631	22,158,205	19,131,415	19,658,205
*Ending Fund Balance consists of:						
Uncommitted	17,810,211	20,678,882	18,747,477	20,500,173	17,665,563	18,192,353
Committed	5,751,374	1,848,214	1,824,154	1,658,032	1,465,852	1,465,852
	23,561,585	22,527,096	20,571,631	22,158,205	19,131,415	19,658,205

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Amended</u>	2017 <u>Estimated</u>	2018 <u>Requested</u>	2018 <u>Executive</u>
Revenue						
Taxes	3,827,361	3,851,767	3,827,741	3,887,963	3,927,829	3,927,829
Licenses and Permits	628,636	598,520	625,000	665,000	625,000	625,000
Intergovernmental	1,190,555	1,656,418	2,096,183	2,354,858	1,743,497	1,743,497
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	2,167,747	1,900,971	2,071,850	1,867,512	1,923,750	1,923,750
Fines and Forfeitures	894,072	732,004	825,000	750,000	902,000	902,000
Miscellaneous Revenue	578,807	541,170	368,860	358,475	347,069	347,069
Interfund Transfers	123,124	92,636	925,000	1,320,913	0	0
Total Revenue	9,410,302	9,373,486	10,739,634	11,204,721	9,469,145	9,469,145
Expenditures						
General Government	524,043	460,646	549,043	523,874	547,024	547,024
Public Safety	669,240	671,274	742,548	735,635	778,295	778,295
Public Works	1,013,545	1,058,468	991,080	952,290	862,904	862,904
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	3,770,271	3,709,623	3,920,984	3,937,109	4,130,439	4,130,439
Conservation and Development	552,898	1,965,969	1,975,565	2,459,875	906,108	906,108
Transfers and other expenses	2,800,038	2,368,102	3,405,013	3,624,526	2,264,764	2,264,764
Total Expenditures	9,330,035	10,234,082	11,584,233	12,233,309	9,489,534	9,489,534
Excess of revenues over (under) expenditures	80,267	-860,596	-844,599	-1,028,588	-20,389	-20,389
Fund Balance, Beginning of Year	3,378,441	3,458,708	1,833,600	2,598,112	1,569,524	1,569,524
Fund Balance, Ending Year*	3,458,708	2,598,112	989,001	1,569,524	1,549,135	1,549,135

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Amended</u>	2017 <u>Estimated</u>	2018 <u>Requested</u>	2018 <u>Executive</u>
Revenue						
Taxes	6,743,401	6,216,284	5,882,643	6,167,636	6,777,547	6,777,547
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	31,753	25,017	28,332	54,714	53,639	53,639
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	6,538,889	7,680,551	2,304,463	2,722,499	547,499	547,499
Interfund Transfers	1,670,273	2,344,678	1,312,133	1,428,001	1,291,913	1,291,913
Total Revenue	14,984,316	16,266,530	9,527,571	10,372,850	8,670,598	8,670,598
Expenditures						
General Government	103,259	420,938	47,699	43,074	1,350	1,350
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	0	0	0	0	0	0
Conservation and Development	806,693	741,572	741,572	3,286,733	298,941	298,941
Transfers and other expenses	10,742,453	15,542,344	6,979,809	9,108,592	8,297,181	8,297,181
Total Expenditures	11,652,405	16,704,854	7,769,080	12,438,399	8,597,472	8,597,472
Excess of revenues over (under) expenditures	3,331,911	-438,324	1,758,491	-2,065,549	73,126	73,126
Fund Balance, Beginning of Year	7,033,064	10,364,975	11,034,278	9,926,651	7,861,102	7,861,102
Fund Balance, Ending Year*	10,364,975	9,926,651	12,792,769	7,861,102	7,934,228	7,934,228

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Amended</u>	2017 <u>Estimated</u>	2018 <u>Requested</u>	2018 <u>Executive</u>
Revenue						
Taxes	0	1,746,546	1,733,457	1,733,457	4,193,377	4,193,377
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	574,860	400,461	1,825,000	1,990,968	1,674,641	1,674,641
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	3,731,224	7,666,424	14,785,375	5,739,645	18,443,763	18,443,763
Interfund Transfers	0	1,125,663	1,439,422	3,105,357	3,089,455	3,089,455
Total Revenue	4,306,084	10,939,094	19,783,254	12,569,427	27,401,236	27,401,236
Expenditures						
General Government	11,010	32,333	4,083,750	12,000	7,500,000	7,500,000
Public Safety	87,080	750,530	1,093,945	1,015,311	2,117,711	2,117,711
Public Works	1,568,449	2,792,410	5,106,358	5,026,858	4,094,500	4,094,500
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	22,215	197,817	5,480,867	600,446	6,092,670	6,092,670
Conservation and Development	102,432	2,995,838	2,602,700	3,242,426	6,393,549	6,393,549
Transfers and other expenses	1,085,427	1,138,565	1,218,289	1,321,289	3,618,650	3,618,650
Total Expenditures	2,876,613	7,907,493	19,585,909	11,218,330	29,817,080	29,817,080
Excess of revenues over (under) expenditures	1,429,471	3,031,601	197,345	1,351,097	-2,415,844	-2,415,844
Fund Balance, Beginning of Year	2,288,496	3,717,967	3,513,680	6,749,568	8,100,665	8,100,665
Fund Balance, Ending Year*	3,717,967	6,749,568	3,711,025	8,100,665	5,684,821	5,684,821

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2015 <u>Actual</u>	2016 <u>Actual</u>	2017 <u>Amended</u>	2017 <u>Estimated</u>	2018 <u>Requested</u>	2018 <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	11,099	16,810	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	5,138	91,571	10,795	11,545	7,864	7,864
Interfund Transfers	153,505	0	0	0	0	0
Total Revenue	169,742	108,381	20,195	20,945	17,264	17,264
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	1,064	450	750	750	750	750
Parks and Recreation	10,297	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	1,002	3,154	1,250	1,250	1,250	1,250
Total Expenditures	12,363	3,604	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	157,379	104,777	18,195	18,945	15,264	15,264
Fund Balance, Beginning of Year	1,913,476	2,070,855	2,088,800	2,175,632	2,194,577	2,194,577
Fund Balance, Ending Year*	2,070,855	2,175,632	2,106,995	2,194,577	2,209,841	2,209,841

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	511,550	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	36,860	17,000	31,000	32,000	32,000	32,000
Intergovernmental	0	0	8,116	8,116	8,116	8,116
Intergovernmental Charges for Services	2,644,412	2,627,871	2,630,628	2,800,702	2,699,011	2,699,011
Charges for Services	26,211,013	25,956,181	27,632,614	25,117,901	27,500,905	27,527,607
Fines and Forfeitures	16,445	0	5,000	3,000	5,000	5,000
Miscellaneous Revenue	1,690,663	1,439,080	842,407	928,905	965,682	965,682
Interfund Transfers	1,441,717	1,008,694	956,122	1,400,007	947,791	947,791
Total Revenue	32,552,660	31,560,373	32,617,434	30,802,178	32,670,052	32,696,754
Expenditures						
General Government	9,496,431	8,377,915	9,576,919	9,229,500	9,587,389	9,587,389
Public Safety	0	0	0	0	0	0
Public Works	15,510,721	16,003,776	18,777,983	17,928,307	21,852,538	21,852,538
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	5,237,890	5,118,865	4,878,467	4,769,500	4,724,791	4,724,791
Total Expenditures	30,245,042	29,500,556	33,233,369	31,927,307	36,164,718	36,164,718
Excess of revenues over (under) expenditures	2,307,618	2,059,817	-615,935	-1,125,129	-3,494,666	-3,467,964
Fund Balance, Beginning of Year	81,839,769	83,947,387	84,603,457	86,007,204	84,882,075	84,882,075
Fund Balance, Ending Year*	83,947,387	86,007,204	83,987,522	84,882,075	81,387,409	81,414,111

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Mike Vandersteen, Mayor

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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:

- Increase of \$9,872 in retiree health due to a planned retirement in 2018.
 - Increase of \$1,200 in training/conferences.
-

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Expenditures					
Personal Services	292,783	340,443	146,104	146,104	167,447
Non-Personal Services	113,271	118,651	16,744	16,744	18,982
Capital Outlay Costs	0	3,354	0	0	0
Total Expenditures	406,054	462,448	162,848	162,848	186,429

STAFF COMMENTS:

The Mayor works cooperatively with the Common Council and the City Administrator to ensure that the best interests of the City are always of primary importance, actively working with economic development organizations to attract new businesses and good jobs to the City.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding Office of the Mayor 2018 budget as presented.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: September 6, 2017 **MEETING DATE:** September 11, 2017

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:

On pages 102-104 of the 2018 Executive Program Budget is the Office of the City Administrator's budget. The budget incorporates the following:

- Addition of an intern. A portion of the intern salary will be paid by a grant from the Wisconsin City/County Management Association.
- An overall reduction of \$23,590 from the 2017 Amended Budget.

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Expenditures					
Personal Services	0	0	276,300	252,960	250,269
Non-Personal Services	0	0	14,591	14,552	17,032
Total Expenditures	0	0	290,891	267,512	267,301

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding Office of the City Administrator 2018 budget as presented.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Susan Richards, City Clerk

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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 following budgets are located on pages 105-112 of the 2018 Executive Program Budget:

Common Council Budget

- The Executive Budget includes the following change: decrease of \$19,438 in overall expenses due to decrease of Alderpersons from 16 to 10 in April 2018.

City Clerk Budget

- The Executive Budget includes the following change: increase of \$1,550 in contracted services for the Board of Review.

Elections Budget

- The Executive Budget includes the following change: overall increase \$62,014 due to increase from 2 elections in 2017 to a projected 4 elections in 2018.

STAFF COMMENTS:

- The increase in the Office of the City Clerk's Budget of \$1,550 for Board of Review has been allocated in the Assessing Budget (page 118).
- We are requesting a Part-time, Grade 2 Clerk with salaries and benefits totaling \$24,919.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue, as amended.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

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

REPORT DATE: August 31, 2017

MEETING DATE: September 11, 2017

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 following 2018 budgets have oversight by the City Development Department.

GENERAL FUND

City Development (pages 209 – 212)

Decrease of \$25,000 in contracted services. Contribution to SCEDC moved to TID 18.

SPECIAL REVENUE FUNDS

Block Grant Fund 216 (pages 222 – 223)

Decrease of \$467,472 from the 2017 Amended Budget. Federal staff has indicated the 2018 Community Development Block Grant allotment will be reduced.

Housing Revolving Loan Fund 222 (pages 224 – 225)

Decrease of \$73,644 in personal services. Portion of the salaries are budgeted in Tourism Fund and TID 18.

Business Revolving Loan Fund 225 (pages 226 – 227)

There are no notable changes in 2018.

Redevelopment Authority Fund 295 (pages 266 – 267)

Decrease of \$600,000 in Interfund Transfers from the 2017 Amended Budget.
Decrease of \$575,000 in Land from the 2017 Amended Budget.

STAFF COMMENTS:

The 2018 budget was developed assuming \$50,000 would be available to fund three positions in the City Development division due to the unknowns with the Community

Development Block Grant (CDBG) program funding, versus prior years the CDBG program provided up to \$160,000 to cover salaries. The budget includes portion of salaries from the Director of Planning and Development, Community Development Planner and Neighborhood Development Planner will be charged against the following funds: CDBG, Tax Incremental Finance Districts, and Tourism. These non-represented salaried employees will submit weekly timesheets documenting the time to specific cost centers. The City General Fund will continue to fund a portion of the salaries, with no significant change from the 2017 budget. The 2018 Budget will be adjustment if the funding for the CDBG program is similar to previous years.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding the Department of Planning and Development 2018 Budget as presented.

ATTACHMENTS:

- I. Res. No. 71-17-18

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Sandy Rohrick, Director of Human Resources & Labor Relations

REPORT DATE: September 07, 2017

MEETING DATE: September 11, 2017

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 following budgets are located on pages 120-121 of the Executive Annual Program Budget.

DEPARTMENT OF HUMAN RESOURCES

- There are no notable changes for 2018.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council approve the Human Resources budget as presented.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

REPORT PREPARED BY: Sandy Rohrick, Director of Human Resources and Labor Relations

REPORT DATE: September 06, 2017

MEETING DATE: September 11, 2017

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 following 2018 budgets have oversight by the Human Resource Department

HEALTH INSURANCE FUND (Pages 375 – 377)

- A 10% increase in premiums is recommended for 2018.

WORKERS COMPENSATION FUND (Pages 380 – 382)

- No notable changes

STAFF COMMENTS:

The Health Insurance Fund premium increase is necessary based on current and projected claims.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

ATTACHMENTS:

- I. Res No. 71-17-18

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Greg Vertelka, Director of Information Technology

REPORT DATE: September 5, 2017

MEETING DATE: September 11, 2017

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:

Budget overview of the 2018 Information Technology Fund Budget.

STAFF COMMENTS:

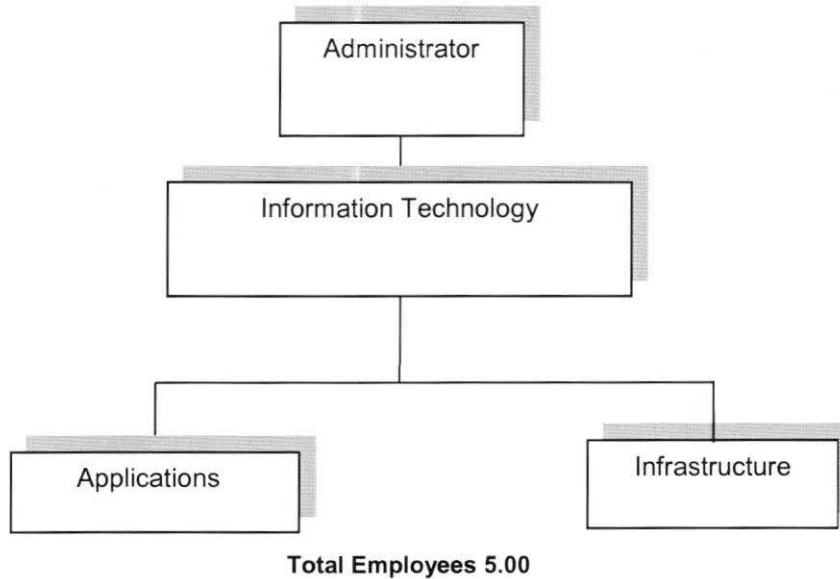
The attached documents highlight the difference between the 2017 and 2018 Information Technology Fund Budget. The Information Technology Measurements have also been modified for 2018.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding the Information Technology Fund 2018 Budget as presented.

ATTACHMENTS:

- I. Information Technology Mission Page
- II. Information Technology Budget Review



Fund Purpose:

To provide products and services that meet the requirements of the City of Sheboygan, the affiliated organizations, and the public in such a manner that is easy to understand, access, and use.

Fund Description:

As a customer service based, and quality focused department, the Information Technology Department provides a vibrant infrastructure, an integrated tool set of applications and information access services to support current and future technology goals and the strategic plan focus areas of the City of Sheboygan.

2018 Budget Highlights

The Executive Budget includes the following change:

- An increase of \$50,328 in Non-Personal Services due to security monitoring enhancements.

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Permanent Staffing					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	0.00	0.00	1.00	1.00	1.00
Network Specialist	1.00	1.00	0.00	0.00	0.00
PC Specialist	1.00	1.00	1.00	1.00	1.00
Total Staffing	5.00	5.00	5.00	5.00	5.00

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Revenues					
Intergovernmental Revenue	0	0	8,116	8,116	8,116
Charges for Services	852,962	854,257	829,919	829,919	880,178
Miscellaneous Revenue	16,098	7,341	10,000	10,000	10,000
Interfund Transfers	436,111	0	0	0	0
Total Revenues	1,305,171	861,598	848,035	848,035	898,294

PROPRIETARY FUNDS

INFORMATION TECHNOLOGY FUND



Expenditures	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Personal Services	547,532	554,005	566,066	473,102	559,498
Non-Personal Services	353,499	256,063	299,791	258,645	429,252
Capital Outlay	13,123	503,408	0	2,437	0
Depreciation	39,262	44,145	40,000	44,145	44,145
Total Expenditures	953,446	1,357,621	905,857	778,829	1,032,895

Focal Area: Governing and Fiscal Management.

Goal: To deliver technical services in a timely manner.

Objective: 1. Close all Critical/High IT Help Request tickets within a 5 day window.
2. Close all tickets for current year.

Measurements	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Workload					
Average days to close for critical/high IT help request types	N/A	N/A	N/A	N/A	5
Efficiency					
Percent of IT help request	N/A	N/A	N/A	N/A	90%

Focal Area: Governing and Fiscal Management.

Goal: Keep technology components current.

Objective: 1. Maintain the firmware and software on all core servers and network switches to be the most current level or one revision back from what is publically available.

Measurements	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Workload					
Core servers/network switches maintained	N/A	N/A	N/A	N/A	100%

Focal Area: Governing and Fiscal Management.

Goal: To reduce the areas of risk where a security breach may occur.

Objective: 1. Deploy the FortiClient anti-virus on city computers.
2. Conduct regular security assessments by an outside firm.

Measurements	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Workload					
Percentage of antivirus software installed	23%	75%	100%	100%	100%
Number of security assessments performed	0	1	2	2	2



Focal Area: Governing and Fiscal Management.

Goal: To provide employees and citizens access to city applications.

Objective: Provide internal and external system availability of 99 percent.

Measurements	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
<u>Workload</u>					
Internal system availability	N/A	N/A	N/A	N/A	99%
External system availability	N/A	N/A	N/A	N/A	99%

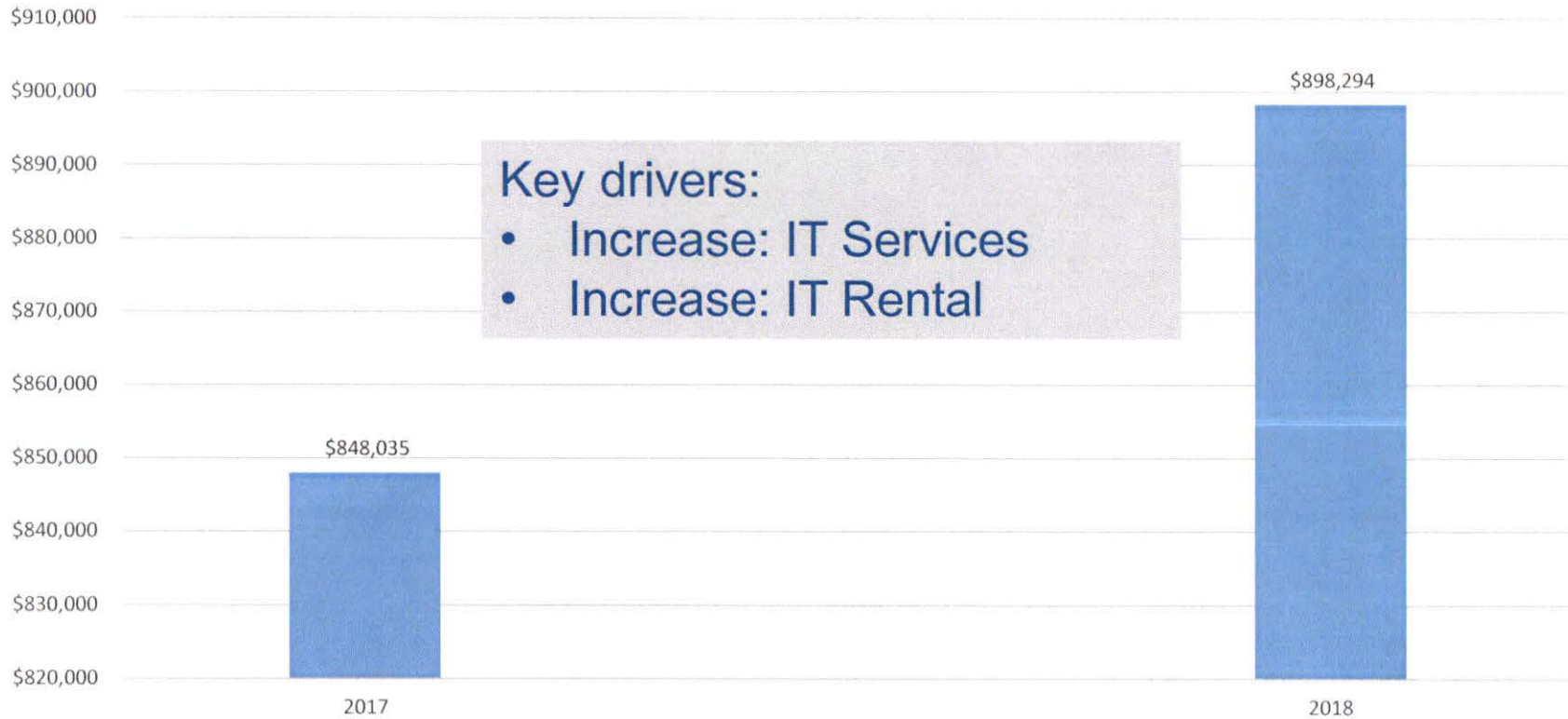
2018 Information Technology Budget Review

9/11/2017

Greg Vertelka



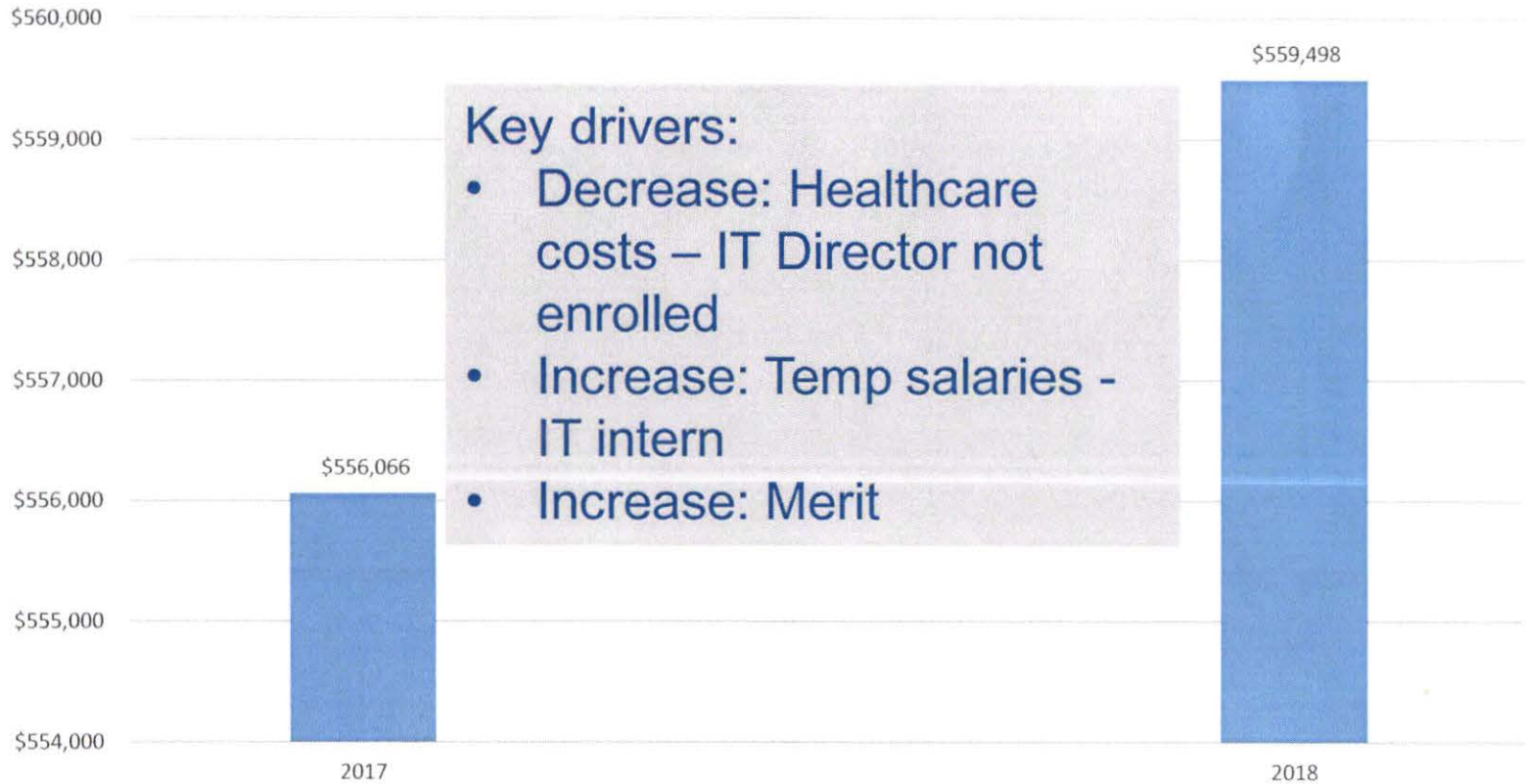
Revenue



Revenue increases ~\$50,000 (6%)



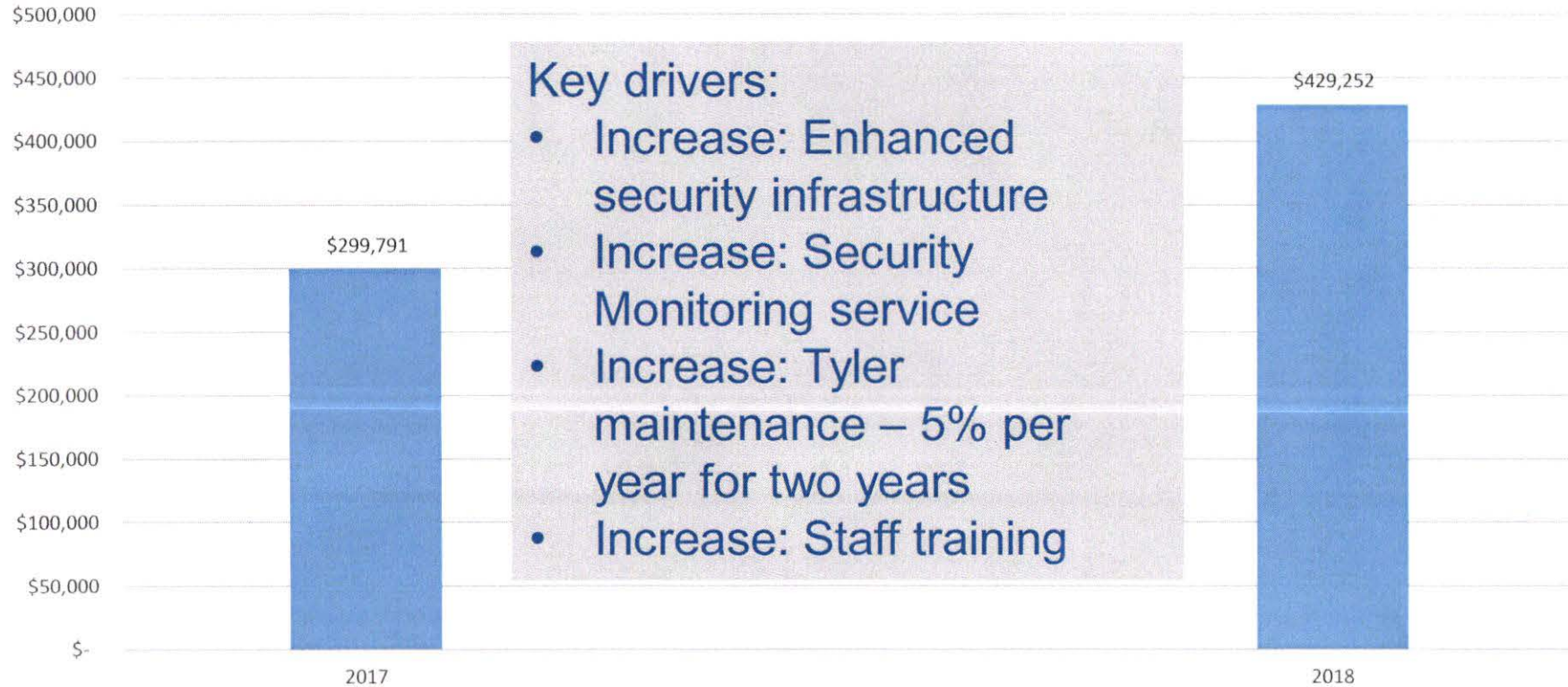
Personal Services



Personal Services nearly flat: Increase of \$3,500 (1%)



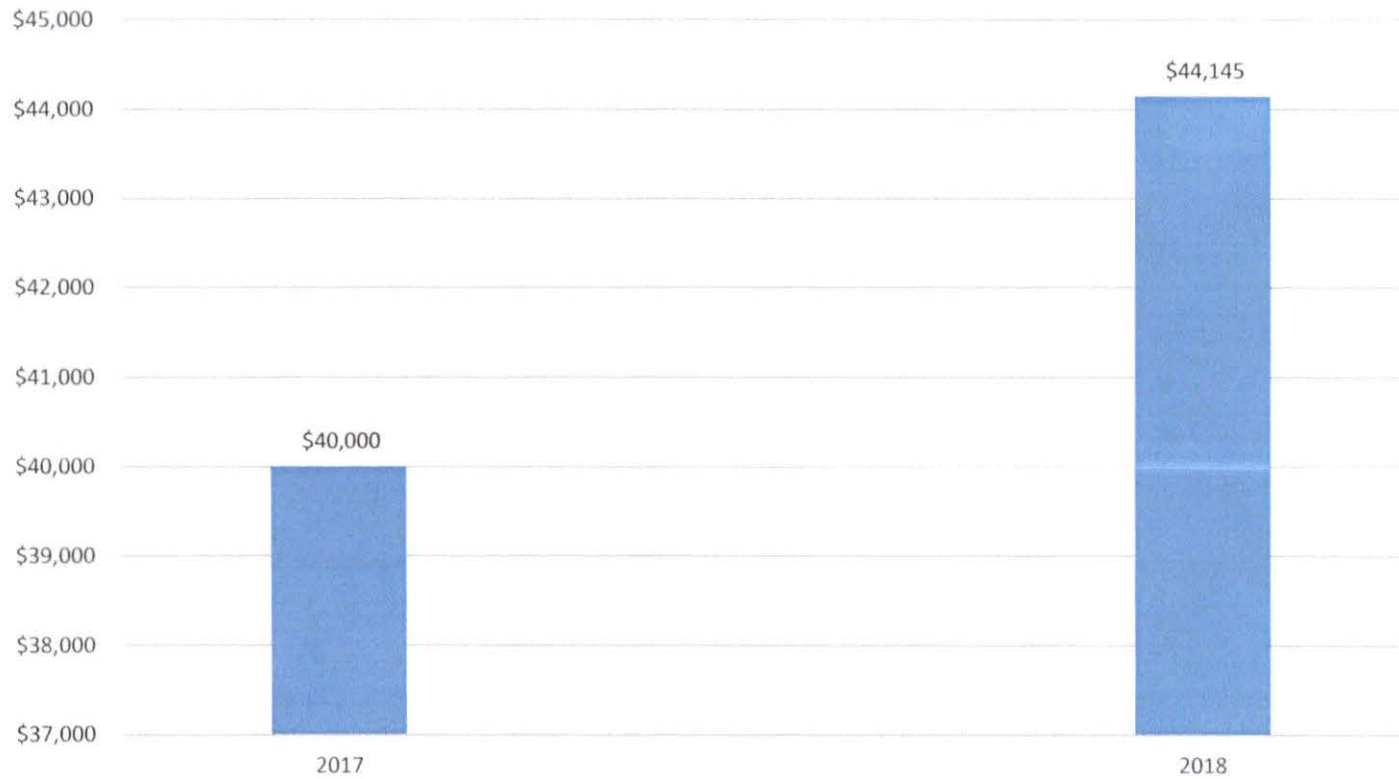
Non-Personal Services



Non-Personal Services increase of \$129,000 (43%)



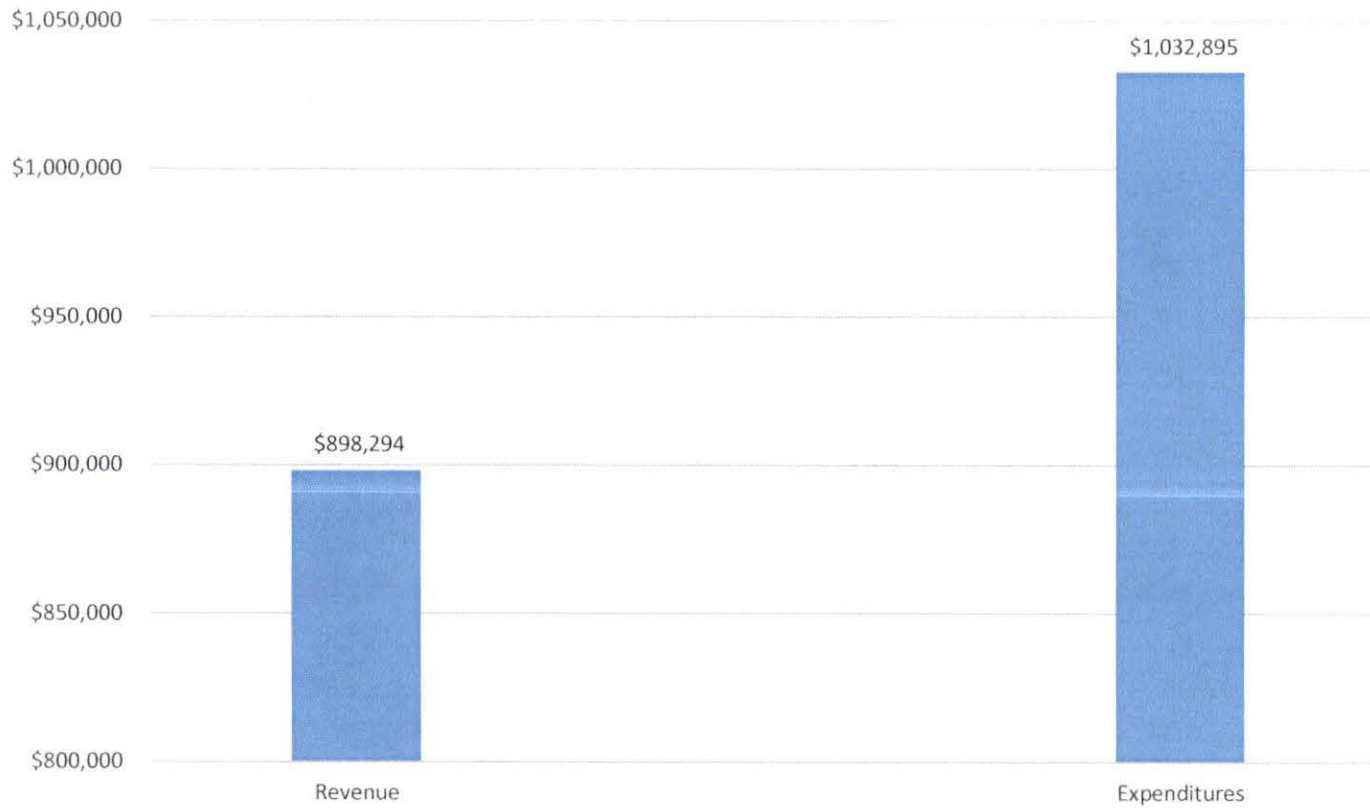
Depreciation



Depreciation increase of ~\$4,000 (10%)



Net Spend



Deficit spend of ~\$134,000



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Greg Vertelka, Director of Information Technology

REPORT DATE: September 5, 2017

MEETING DATE: September 11, 2017

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:

Budget overview of the 2018 Cable TV Budget.

STAFF COMMENTS:

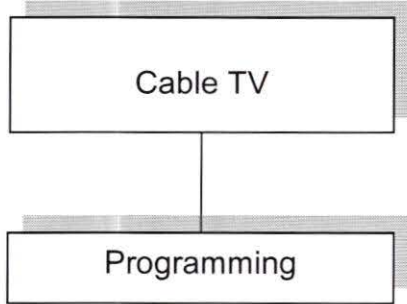
The attached documents highlight the difference between the 2017 and 2018 Cable TV Budget.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding the WSCS Cable TV 2018 Budget as presented.

ATTACHMENTS:

- I. Cable TV Mission Page
- II. Cable TV Budget Review



Total Employees: 1.50

Fund Purpose

To provide cable television services, video products, and services that meet the requirements of the City of Sheboygan, the affiliated organizations and the public in a quality and cost effective manner.

Fund Description

As a customer service based and quality focused department, the Cable TV Division provides media production and distribution services to support goals and strategic directions of its customers within the parameters of the core values in the following manner:

1. Research and implementation of current technologies in the broadcasting industry.
2. Form partnerships with other media organization(s) to work in a collaborative manner.
3. Leverage underwriting and video production capabilities as a service to provide for other organizations.
4. Broadcast live city meetings and events along with other events requested.
5. Produce a variety of informational video productions.

2018 Budget Highlights

The Executive Budget includes the following changes:

- An increase of \$13,000 in temporary staff salaries to maintain current production levels.
- An increase of \$3,685 in staff training/conference attendance.
- An increase of \$69,250 in Audio Visual Equipment for the purchase of new High Definition (HD) studio cameras and lighting.

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Permanent Staffing					
Program Director	1.00	1.00	1.00	1.00	1.00
Program Coordinator	1.00	1.00	0.00	0.00	0.00
Production Technician	0.00	0.00	0.50	0.50	0.50
Total Staffing	2.00	2.00	1.50	1.50	1.50
	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Revenues					
Licenses and Permits	628,636	598,520	625,000	625,000	625,000
Public Charges for Service	1,743	1,225	650	650	650
Miscellaneous Revenue	10,523	6,736	4,500	4,500	4,500
Total Revenues	640,902	606,481	630,150	630,150	630,150

SPECIAL REVENUE FUNDS

CABLE TV FUND



	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Expenditures					
Personal Services	161,991	151,236	125,049	135,527	148,266
Non-Personal Services	11,417	13,204	31,115	31,256	34,885
Capital Outlay	74,954	80,303	56,365	56,365	106,000
Interfund Transfers	275,000	375,529	425,000	425,000	425,000
Total Expenditures	523,362	620,272	637,529	648,148	714,151

Focal Area: Communication.

Goal: To expand the number and quality of program offerings to viewers.

- Objective:**
1. To submit productions to win a minimum of three WCM Media Fest awards.
 2. To maintain the number of productions per year.
 3. To increase viewership via internet transmissions by five percent.

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Measurements					
Workload					
Number of programs produced	474	480	500	500	500
Number of broadcast channels	5	5	8	8	8
Effectiveness					
On-Demand viewing	8,210	9,100	9,500	9,500	9,975
On-Demand unique visitors	3,394	3,400	3,500	3,500	3,675
Number of media awards	3	3	3	6	3

Focal Area: Communication.

Goal: To ensure quality TV programming is provided to its viewers.

- Objective:**
1. To upgrade studio cameras and supports.
 2. To upgrade studio lighting with controllable/dimmable LED instruments.
 3. Complete fiber optic network to improve transmission signal quality and reliability

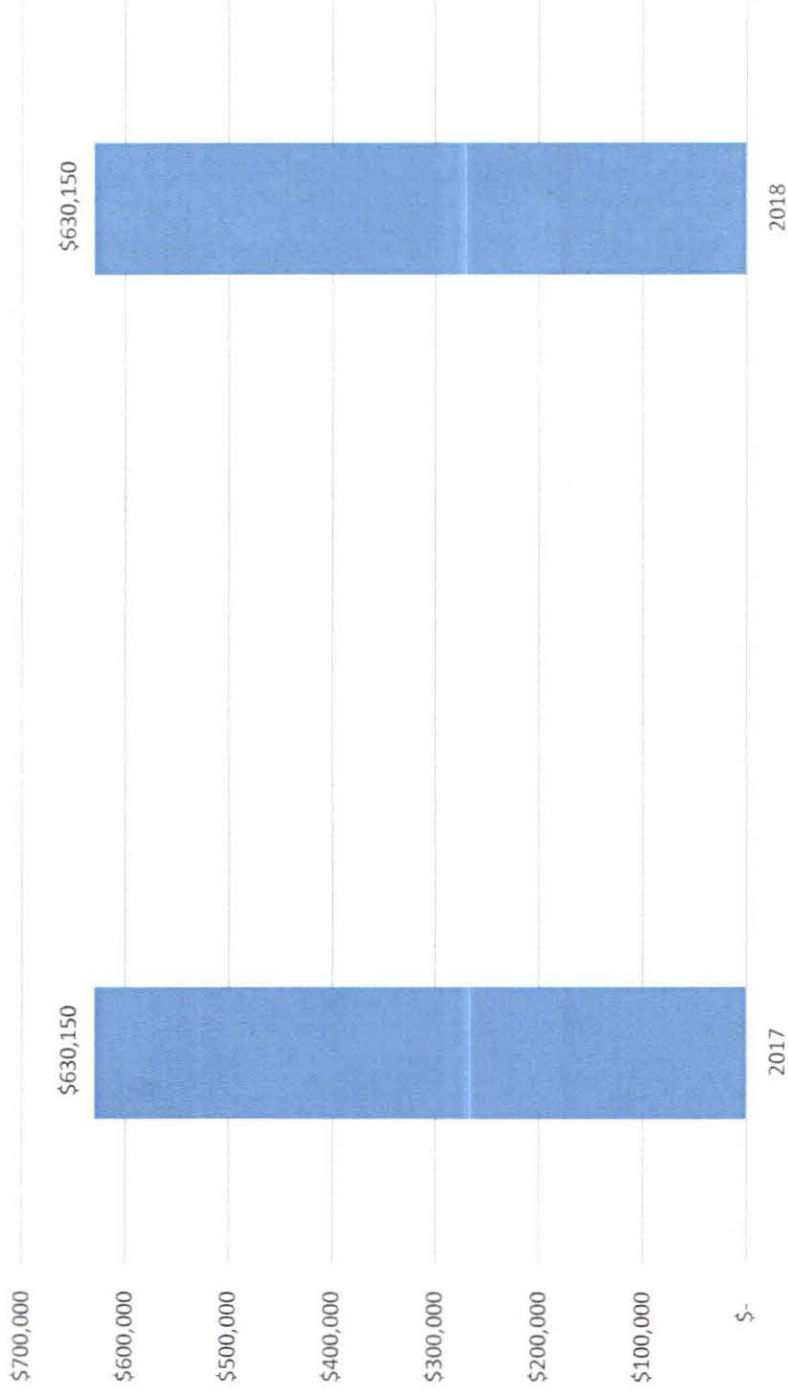
2018 Cable TV Budget Review

9/11/2017

Greg Vertelka



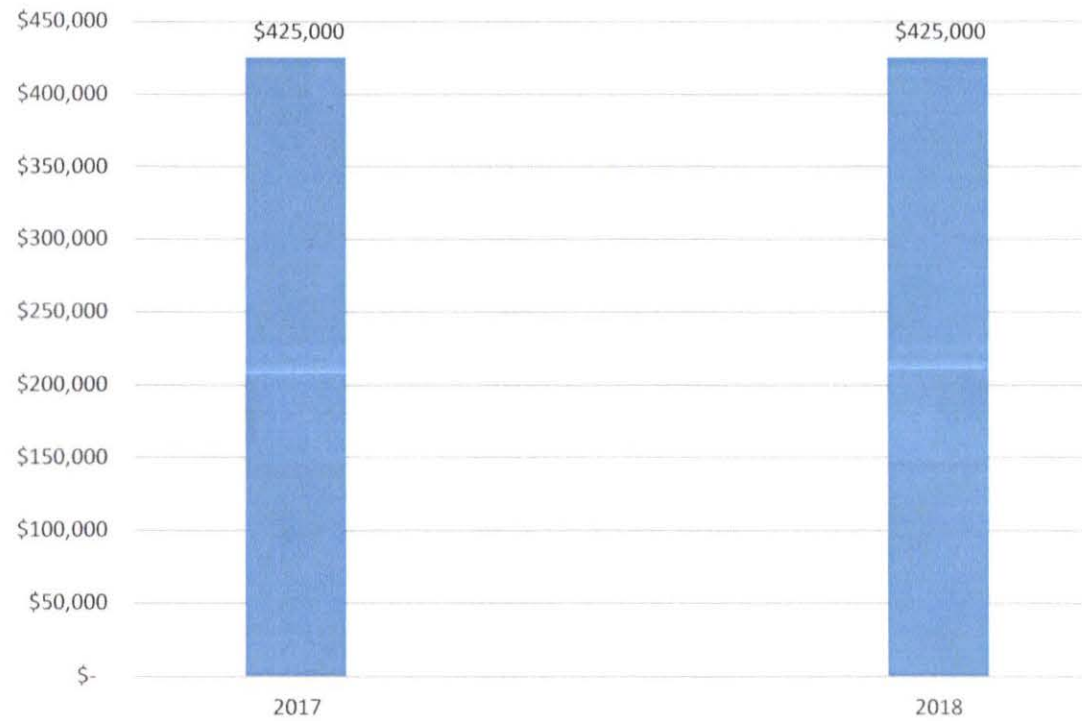
Revenue



Top line revenue remains neutral @ \$630,150



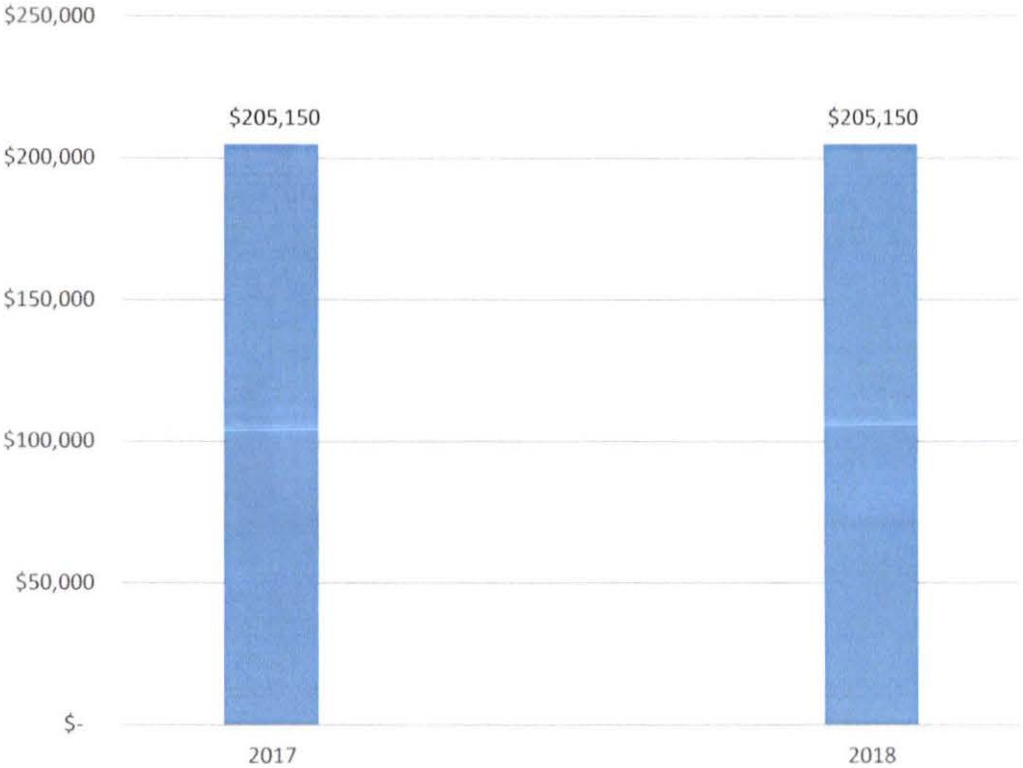
Interfund Transfer



Interfund transfer remains neutral @ \$425,000



Fund Revenue - Actual



Cable TV Fund Actuals remains neutral @ \$205,150



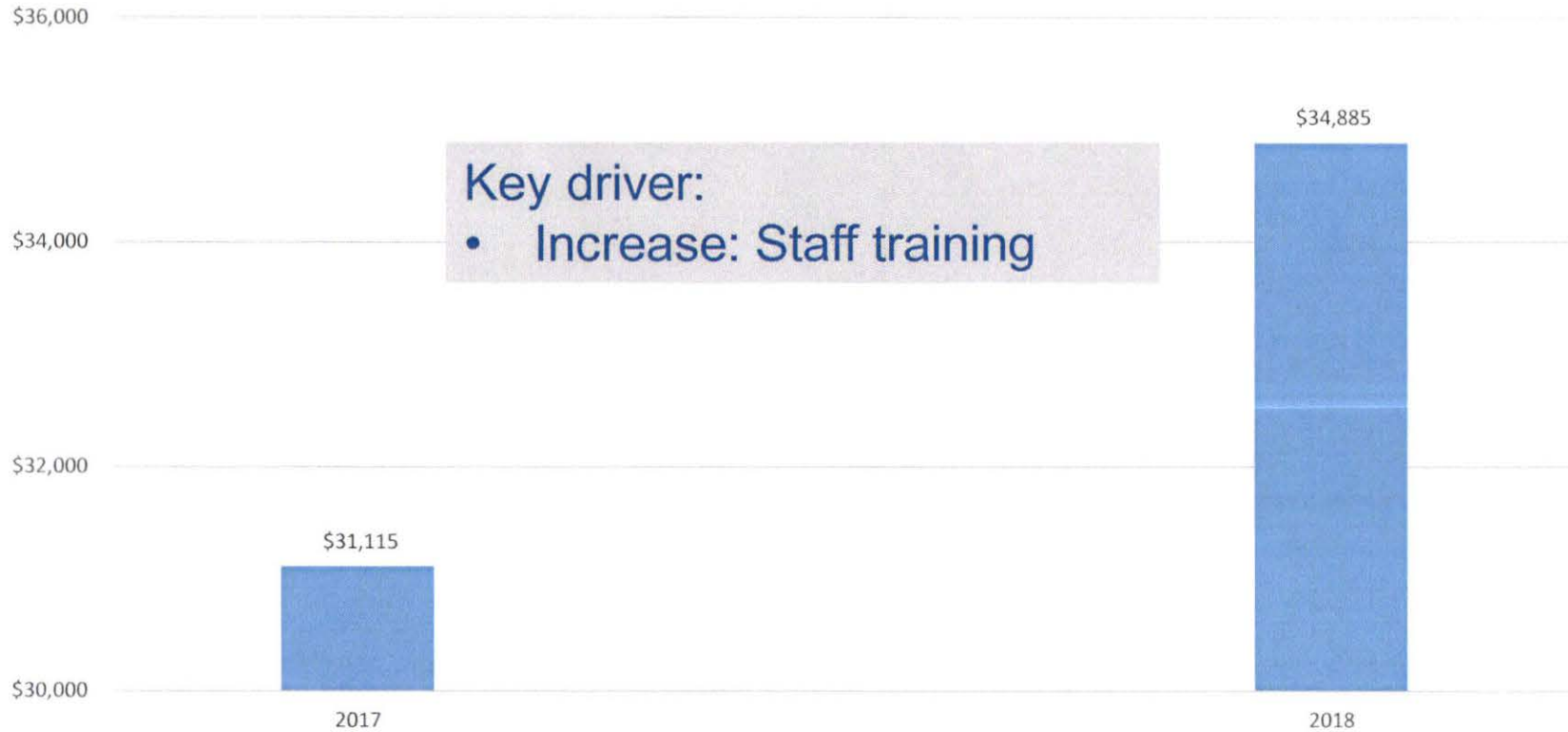
Personal Services



Personal Services increase of \$23,00 (19%)



Non-Personal Services

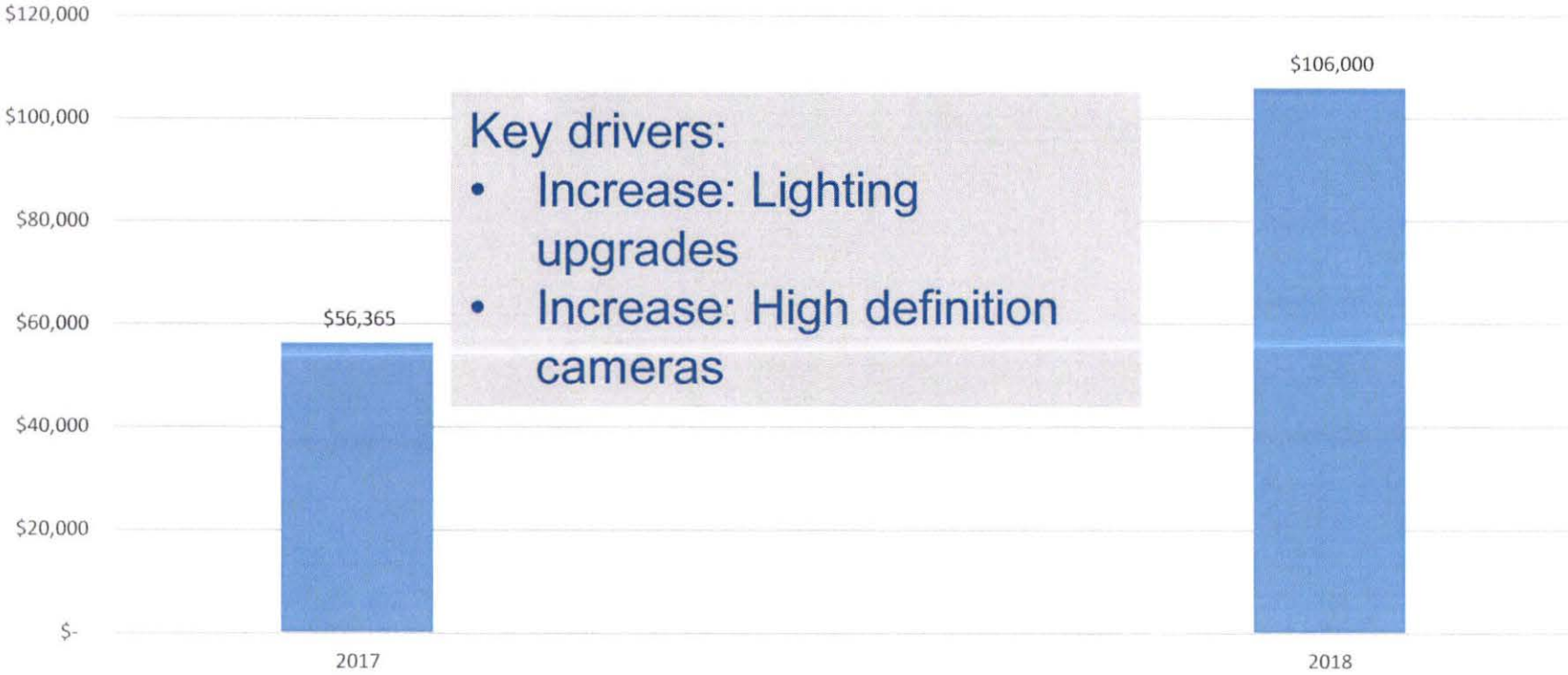


Non-Personal Services increase of \$3,770 (12%)



Capital

Capital



Capital increase of ~\$50,000 (88%)



Net Spend



Deficit spend of ~\$84,000



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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 following 2018 budgets have oversight by the Finance Department

GENERAL FUND

Finance (pages 113 – 117)

- Decrease of \$76,715 in Personal Services as a result of a decrease in staff.

Assessing (pages 118 – 119)

- There are no notable changes in 2018.

Insurance (pages 130 – 131)

- There are no notable changes in 2018.

Employee Benefits (pages 132 – 133)

- There are no notable changes in 2018.

Interfund Transfers (pages 213 – 214)

- Slight reduction in transfer to Parking Utility.

Unclassified (pages 215 – 216)

- Increase of \$604,275 for Wage Adjustment Reserve
- Decrease of \$13,490 in Reserve for Contingency which will be a financial safety net for General Fund activity. This amount will maximize the City's budget "floor" for future year's consideration in remaining eligible for the Wisconsin Expenditure Restraint Program.

SPECIAL REVENUE FUNDS

Tourism Fund (pages 238 – 242)

- Increase of \$36,659 in Personal Services for City Development salaries and benefits.

Special Assessment Fund (pages 260 – 261)

- Decrease of \$398,293 in Interfund expense; reduction of \$222,105 in transfer to G O Debt Service Fund and reduction of \$176,188 in transfer to Capital Projects Fund. Transfer of \$212,500 to Capital Projects Fund to fund sidewalk replacement program and sidewalks on Washington Avenue.

Harbor Centre Marina Fund (pages 262 – 264)

- Decrease of Interfund Transfer of \$350,000. 2017 transfer was for improvements to the building.
- Increase of \$249,350 in Marina Operations per F3 Marina estimates.

DEBT SERVICE FUNDS

- Debt Service Fund (pages 274 – 284)
Transfer of \$88,029 from the Special Assessment Fund, a reduction of \$222,105 from 2017.
- Convention Center Debt Service Fund (pages 285 – 286)
Includes a transfer of \$382,379 to TID 16 Debt Service Fund.
- TID 5 Debt Service Fund (pages 287 – 288)
There are no notable changes in 2018.
- TID 6 Debt Service Fund (pages 289 – 294)
No transfer of funds from TID 11 in the 2018 budget, a reduction of \$264,999 from 2017.
- TID 7 Debt Service Fund (pages 295 – 296)
Fund closed in 2016.
- TID 10 Debt Service Fund (pages 297 – 301)
Increase of \$26,058 in Interfund Transfer – General Fund for planned payment of an advance.
- TID 11 Debt Service Fund (pages 302 – 306)
Decrease of \$325,999 in Interfund Transfers to TID 6 Debt Service and TID 6 Capital Project Fund.
- TID 12 Debt Service Fund (pages 307 – 311)
Increase in Increment to \$169,705 to be consistent with 2017 Estimated.
- TID 13 Debt Service Fund (pages 312 – 314)
Decrease in Development Incentive of \$268,240 from 2017 Amended Budget. Final payment to Sheboygan Senior Community paid in 2017.
- TID 14 Debt Service Fund (pages 315 – 317)
Increase of \$701,300 in Interfund Transfer to TID 14 Capital Project Fund.
- TID 15 Debt Service Fund (pages 318 – 320)
Decrease of \$23,785 in Development Incentive.
- TID 16 Debt Service Fund (pages 321 – 326)
Increase of \$81,181 in Increment to be consistent with 2017 Estimated.
- Environmental TID Debt Service Fund (pages 327 – 340)
There are no notable changes in 2018.

CAPITAL IMPROVEMENT FUNDS

- Capital Project Fund (pages 332 – 340)
Decrease of \$176,188 in Interfund Transfer – Special Assessment to fund for sidewalk replacement program and Washington Avenue sidewalks.

Increase of \$2,688,698 in planned street improvement projects and storm water projects.

Increase of \$2,465,120 in Property Tax Levy to fund a portion of City Hall renovations.

- Capital Improvement Fund (pages 341 – 348)
Increase of \$3,042,863 in revenue and \$2,405,263 in expenditures, consistent with the recommendation of the Capital Improvements Commission.
- Industrial Park Fund (pages 349 – 352)
Transfer \$2,141,955 to the Sheboygan Business Center TID 18 to be repaid with future increments.
Increase of \$75,000 for Storm Water Improvements on Taylor Drive in conjunction with planned construction of new hotel.
- TID 6 Capital Project Fund (pages 353 – 354)
No funds budgeted for 2018.
- TID 12 Capital Project Fund (pages 355 – 356)
No funds budgeted for 2018.
- TID 14 Capital Project Fund (pages 357 – 359)
Increase of \$1,500,000 to reconstruction Taylor Drive, a signalized intersection and improved entrance on Taylor Drive for the Meijer development.
- TID 16 Capital Project Fund (pages 360 – 363)
Increase of \$171,400 for upgrade of downtown lighting.
Increase of \$105,000 to renovate Halprin Fountain and adjacent plaza including sidewalks and lighted bollards.
- TID 17 Capital Project Fund (pages 364 – 365)
Increase of \$1,066,000 for purchase of former railroad right-of-way for a proposed multi-modal trail.
- TID 18 Capital Project Fund (pages 366 – 368)
Increase of \$3,125,000 for land acquisition for the Sheboygan Business Center.

LIABILITY INSURANCE FUND (pages 378 – 379)

- There are no notable changes in 2018.

CEMETERY PERPETUAL CARE FUND (pages 436 – 437)

- There are no notable changes in 2018.

STAFF COMMENTS:

General Fund

- Finance – Decrease due to reduction in staffing.
- Unclassified – Increase as a result of Wage Reserve Contingency.

Special Assessment Fund

- Decrease to fund projects approved by the Capital Improvement Commission.

Debt Service Funds

- Payments prescribed by the debt schedules included in each fund. TID 14, 15 and 16 include developer incentive payments calculated based on the Increment.

Capital Improvement Funds

- Capital Project Fund includes projects funded by sources other than borrowing.
- Capital Improvement Fund includes projects funded by borrowing.
- Industrial Park Fund established to fund improvements in the Industrial Park and potential expansion.
- TID 6, 12, 14, 16, 17 and 18 Funds include projects within the project plan of the district.

Liability Insurance Fund

- The City is a member of the Cities and Villages Mutual Insurance. Premium payments are recorded as prepaid insurance and charged monthly to the appropriate funds and departments.

Cemetery Perpetual Care

- A portion of lots sales in Wildwood cemetery are retained for continuous care of the cemetery.

The 2018 Executive Program Budget includes a one-time increase of \$2,465,120 in Property Tax Levy in the Capital Project Fund and a corresponding decrease in Property Tax Levy in the General Fund. It is recommended to reinstate the amount of \$2,465,120 in Property Tax Levy in the General Fund for the city to qualify for the expenditure restraint program. The Capital Project Fund will have sufficient fund balance with the lower Property Tax Levy allocation to contribute \$2,500,000 towards the City Hall renovation project – Phase 1.

The 2017 Annual Program Budget included \$250,000 in the Industrial Park Fund for turn lanes on Taylor Drive for access to the new hotel development. The project will not be completed in 2017, and funding of \$225,000 is requested to be included in the 2018 Budget. The 2018 Executive Program Budget in the Industrial Park Fund contains an Interfund Transfer to TID 18 of \$2,141,955 for land acquisition. The amount would be decrease to \$1,896,192 with the addition of the funding for the turn lanes. The 2018 Executive Program Budget in the TID 18 Capital Project Fund would also decrease the Interfund Transfer to \$1,869.192 and increase the G. O. borrowing to \$1,295.000.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year as amended.

ATTACHMENTS:

- I. Res. No. 71-17-18

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 71-17-18 by Alderperson Donohue establishing the 2018 Budget appropriations and 2017 Tax Levy use during the calendar year.

REPORT PREPARED BY: Natasha Torry, Municipal Court Judge

REPORT DATE: September 6, 2017

MEETING DATE: September 11, 2017

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:

On pages 252 and 253 of the 2018 Executive Budget is the Municipal Court Fund Budget. The budget incorporates the following:

- Increase of \$75,000 in anticipated forfeiture collection.
- Increase of \$84,118 in Interfund Transfer – General Fund.

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Revenues					
Public Charges for Services	5,153	5,533	4,500	4,500	5,000
Fines and Forfeitures	893,053	732,004	825,000	750,000	902,000
Miscellaneous Revenue	2,028	604	0	0	0
Total Revenues	900,234	738,141	829,500	754,500	907,000

	2015 Actual	2016 Actual	2017 Amended	2017 Estimated	2018 Executive
Expenditures					
Personal Services	180,751	167,238	197,501	197,501	179,369
Non-Personal Services	338,785	290,437	346,892	321,723	363,653
Capital Outlay	471	0	0	0	0
Interfund Transfers	378,651	296,161	279,860	235,880	363,978
Total Expenditures	898,658	753,836	824,253	755,104	907,000

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 71-17-18 by Alderperson Donohue regarding the Municipal Court Fund 2018 Budget as presented.

ATTACHMENTS:

None