

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Gen. Ord. No. 8-17-18 by Alderperson Donohue and Bohren repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedures so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 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:

Municipal Code Section 2-338 Purchasing procedure identifies the requirements for bid specifications as well as the purchasing limit for competitive bids. The last update to the code was August, 2000.

STAFF COMMENTS:

Municipal Code Section 2-338 requires goods and services in excess of \$15,000 to be purchased by competitive bid and approved by the Common Council. The ordinance change recommends authorizing the City Administrator to establish, maintain, and from time to time amend a policy regarding purchases and contracts for goods and services. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy.

ACTION REQUESTED:

Motion to recommend the Common Council approve Gen. Ord. No. 8-17-18 repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedure so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures.

ATTACHMENTS:

- I. Gen. Ord. No. 8-17-18

X

7.4

Gen. Ord. No. 8 - 17 - 18. By Alderpersons Donohue and Bohren.
June 5, 2017.

AN ORDINANCE repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedure so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures.

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

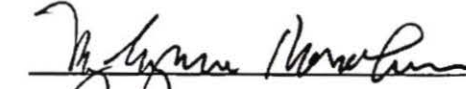
Section 1. Section 2-338 of the Municipal Code entitled "Purchasing procedure" is hereby repealed and replaced to read as follows:

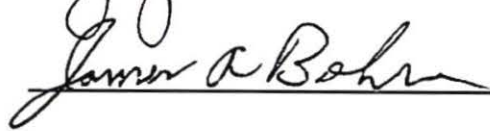
"Sec. 2-338. *Purchasing procedure.*

- (a) The purchasing agent shall prepare or approve all standards and written specifications for supplies, equipment and services. All such specifications shall permit competition wherever practicable.
- (b) All public construction contracts shall be bid in accordance with state statutes.
- (c) The City Administrator shall establish, maintain, and from time to time amend, a policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection (b) above. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy. Additionally, said policy shall be kept on file as section 2-338 in the supplement to this Code on file in the city clerk's office."

*Finance &
Personnel*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.





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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer No. 45-17-18 by the City Administrator submitting for information, an updated purchasing policy consistent with City Ordinances and/or State Statutes which he deems necessary for the efficient procurement of goods and services.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 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:

Report of Officer No. 290-15-16 submitted to the Common Council in March, 2016 for informational purposes an updated purchasing policy consistent with City Ordinances and/or State Statutes. The attached policy updates the thresholds for competitive bid purchases and authorizations to enter into contract.

STAFF COMMENTS:

Gen. Ord. No. 8-17-18 recommends authorizing the City Administrator to establish, maintain, and, from time to time, amend a policy regarding purchases and contracts for goods and services. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy. The attached policy establishes revised purchasing and contracting levels.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file Report of Officer No. 45-17-18 an updated purchasing policy consistent with City Ordinances and/or State Statutes which he deemed necessary for the efficient procurement of goods and services.

ATTACHMENTS:

- I. Report of Officer No. 45-17-18
- II. Purchasing Policy

II

4.5

R. O. No. 45 - 17 - 18. By City Administrator. June 5, 2017.

Submitting for information, an updated purchasing policy consistent with City Ordinances and/or State Statutes which I deem necessary for the efficient procurement of goods and services. Pursuant to sec. 2-338(e), a copy of such policies, rules and regulations shall be filed with the City.

Finance & Personnel

City Administrator

PURCHASING POLICY

Pursuant to Section 2-338 of the Sheboygan Municipal Code, entitled "Purchasing procedure," the following policy is established regarding purchases and contracts for goods and services.

I. PURPOSE

To allow the City to acquire, on a competitive basis, all goods and services at the best value possible and operate in a manner than maximizes the effectiveness and efficiency of services provided by the City.

II. POLICY

This policy establishes a Purchasing Office and a Purchasing Agent. The Purchasing Office will have the responsibility to institute and maintain an effective and economical program for the purchase of goods and services. The Purchasing Agent, reporting to the Finance Director, will ensure the proper and efficient administration of this program, and monitor compliance with these procedures, rules and regulations throughout City operations.

The purpose of the purchasing program is to enable departments to acquire needed equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Purchasing Office. The Purchasing Office will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual department's expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual departments become responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Failure to comply with this policy may result in loss of individual purchasing authority and/or disciplinary action up to and including discharge.

III. DEFINITIONS

Auction Administrator. The Purchasing Agent shall be assigned by the City to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

Bid. A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

City. The City of Sheboygan, WI

Contract. An agreement between one or more parties to do something or provide specific goods or services.

Contract Cost. Total cost of a contract, whether for one or more years.

Contractual Services. Includes, but may not be limited to: telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, maintenance, office or other space required by the using department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

Council. The Common Council of the City of Sheboygan.

Department. All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Professional Services. Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include, but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor or his/her designee.

Proposal. A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the

services needed cannot be adequately prepared to provide all prospective vendors a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

Public Construction. Substantial repairs, remodeling, construction or other changes to any City owned land or building (Wisconsin Statute 62.15).

Quotation. An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV.C (2)(3).

Request for Proposal (RFP). All documents, whether attached or incorporated by reference used for soliciting proposals for professional services.

Service. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

IV. PROCEDURES

A. PURCHASING MANUAL

The Purchasing Agent shall be responsible for updating and maintaining the procurement policy, which set forth the authorized purchasing procedures and the rules and regulations in connection therewith which shall be approved by the Common Council.

B. DEPARTMENT SPECIFIC PURCHASES

In order to take advantage of the technical expertise within the various City departments, department personnel will have the authority to purchase specialized items unique to their operations. The Purchasing Office will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Purchasing Office. The individual coordinating the purchase will be responsible for ensuring that all provisions of the procurement policy are followed. Upon request of the Purchasing Agent, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

If a question arises over the categorization of a purchase as specialized or non-specialized, the City Administrator will make the final determination.

C. PURCHASING AND CONTRACTING LEVELS

The City Administrator shall establish, maintain, and from time to time amend, the policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection 4 below. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy.

Purchases of and contracts for supplies, materials, equipment and contractual services shall be based on competitive bids/quotations whenever practical subject to the following spending guidelines. However, for all purchases the Purchasing Agent reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical to the City.

1. Purchases up to \$1,000 may be made based on the best judgment of the department making the purchase, except as section IV.D (Standard Contracts) and Information Technology related equipment, section IV.S. However, it is recommended to seek competition for these purchases for the lowest prices within the parameters of quality and delivery. Accordingly, the department is encouraged to seek competition from as many sources as reasonable to assure best price and delivery.
2. Purchases of \$5,000 or more (other than Public Works Construction Projects) require that written quotations be solicited. Additionally, any new contracts or agreements for services or equipment with an anticipated contract cost of \$50,000 or more require the approval of the Common Council prior to execution. New contracts or agreements shall be defined as those which:
 - a) Are for services or equipment procured on a special or one-time basis; or
 - b) Are not for the renewal or re-award of existing, previously approved and budgeted, ongoing operational requirements (i.e. existing maintenance agreements); or
 - c) Are not defined by either (a) or (b), but have an anticipated total contract cost in excess of \$100,000 (i.e. janitorial, etc.).
3. Competitive bids:
 - a) Issuance of an invitation for bids, with purchase description and all contractual terms and conditions applicable to the procurement.
 - b) Public, contemporaneous opening of bids at a pre-designated time and place.

- c) Unconditioned acceptance of a bid without alteration or corrections, except as authorized in Section M.
4. Waiving the competitive bid process. The purchasing agent may waive the requirement for competitive purchase where he deems an alternative procedure to be in the best interests of the city.
5. Public Works Construction Projects. In accordance with Wisconsin Statute 62.15, all such projects for which the cost is expected to be greater than \$25,000 must be competitively bid. The City Attorney's Office will determine the applicability of this statute to individual projects.

The bidding and awarding processes are detailed in Wisconsin Statute 66.0901. All public works bids and staff recommendations will be submitted through the Public Works Committee for Common Council approval.

D. STANDARD CONTRACTS

When the Purchasing Agent has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. The standard contracts will usually be let on an annual basis. Each department will be supplied with a catalog. Departments will forward requested purchases to the Purchasing Office, where requisitions to the supplier will be issued. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

E. COOPERATIVE PURCHASING

The Purchasing Agent shall have authority to join with other units of government, with quasi-governmental agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts onto which the City "piggybacks" are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

F. PURCHASING FROM GOVERNMENT UNITS

Materials, supplies, machinery and equipment offered for sale by the federal, state, county government or by any municipality may be purchased without bids at prices to be agreed upon between the Purchasing Agent and the respective department for

which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Purchasing Agent.

G. SOLE SOURCE

Purchases of goods or services under \$50,000 may be made without competition when it is agreed in advance between the department and the Purchasing Office that there is a valid reason to purchase from one source or that only one source is available.

1. For sole source purchases less than \$5,000, departments other than Public Works, shall obtain verbal approval from the Purchasing Office, and document the reasons and agreement at the department level. The Purchasing Agent may suggest or assist in locating additional competitive sources.
2. For sole source purchases over \$5,000 but less than \$50,000 other than Public Works Construction Projects, a written justification shall be forwarded to the Purchasing Agent, who will either concur with the sole source or assist in locating additional competitive sources.
3. Any sole source purchase over \$5,000 must be approved by the City Administrator.
4. The use of the sole source exception to the competitive bidding process will expire on an annual basis.

H. EMERGENCY PURCHASES

For emergency purchases greater than \$1,000, but less than \$5,000, all City departments shall enter and complete a purchase requisition in the MUNIS system and "release" for approvals. The requisition number should be provided to the vendor when placing an order. The following situations constitute an emergency under this provision of the policy:

1. Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied:
2. Any situation where the normal operation of any City department is seriously impaired or is in jeopardy of being seriously impaired; or
3. When the Mayor's Office declares an emergency.

I. PURCHASE OF RECYCLED MATERIALS

The Purchasing Agent will ensure that the average recycled content of all paper purchased by the City measured as a proportion by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in

Wisconsin Statute 66.0131 (3) (a) (2). If at all possible, when purchasing chemicals, the Purchasing Agent shall purchase non-toxic, green chemicals.

J. PURCHASE ORDER

The routine purchase of goods and services between \$1,000 and less than \$50,000 will be processed by entering a purchase order requisition into the MUNIS system. After required approvals the purchase requisition will be converted to a purchase order. The purchase order will be emailed or faxed to the vendor for processing. In no case, will goods and services be delivered prior to the vendor receiving a purchase order. Purchases under \$1,000 do not require a purchase order unless the department deems it would be beneficial.

K. SERIAL CONTRACTING

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the same community or service in any 90 day period in order to avoid the requirements of the procurement policy.

L. APPROPRIATIONS

All purchases shall be made in accordance with the appropriations (budget) that have been approved by the Common Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases.

M. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT

All purchases shall be made in accordance with the following procedures, except as otherwise provided by resolution of the Common Council:

1. Award to a responsible bidder who submits the responsive bid which is most advantageous to the City, based on quality, price and delivery. An award shall not be made without authorization of the Common Council, following a prior recommendation by the Purchasing Agent. When an award is not made to the lowest bidder, a complete statement of the reasons shall be prepared and retained in the permanent bid file.
2. When all other factors are comparable, the award shall be made to a responsible bidder whose materials are manufactured to the greatest extent in the United States. Award shall not be made on the basis if the Purchasing Agent or other person having contracting authority in respect to the purchase determines that the materials are not manufactured in the United States in sufficient or reasonably

available quantities or the quality of materials is sufficiently less than the quality of similar available materials manufactured outside the United States.

3. The purchasing agent may reject any or all bids or may waive informalities in the bidding process.

N. PROCUREMENT OF SERVICES

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure IV (C) of this policy. This includes, but is not limited to, the following categories of services:

Professional Services. Consulting and expert services provided by an organization or individual.

Contractor Services. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

Client Services. Those services provided directly to individuals on behalf of the City.

Construction Services. Services provided in the construction of roads, buildings or other facilities.

Technology Services. Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$15,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) be used to solicit vendor responses or quality based selection criteria. The Purchasing Office is available to assist in these situations.

O. PROHIBITED BUSINESS TRANSACTIONS

Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier.

Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.

Employees of the City are not allowed to use City negotiated discounts or the City's tax exempt status to purchase goods or services for their own personal use or gain.

The City of Sheboygan Code of Ethics Policy shall be reference regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Purchasing Agent, who will in turn consult with the City Attorney's Office to determine the appropriate course of action.

P. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT

The Purchasing Agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies and equipment. All revenues shall be deposited with the Finance Department.

Q. INSURANCE REQUIREMENTS

The Purchasing Agent shall have the authority to require a performance bond or other similar instrument or surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract.

R. OPEN RECORDS/PUBLIC INFORMATION

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

1. When conducting public bid openings, the names of the bidders and certain bid details, including price shall be read aloud. In the case of RFP openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor is inspection of the documents permitted, until contract award has been submitted for approval to the Common Council.
2. Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e. trade secret, propriety customer list.
3. Questions regarding compliance with an open records request should be referred to the City Attorney's Office.

S. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES

In order to ensure compatibility and maintain standards for the City's information system, all purchases of information technology equipment, supplies and services

must be initiated by and acquired through the Information Technology Department. This includes, but may not be limited to, computers, software, printers, copiers, ink, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems. Information Technology staff should be the primary vendor point of contact for all information technology needs. In turn, the Information Technology Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

T. SHORELINE METRO

Procurement activities by or for Shoreline Metro are subject to the provisions of the Federal Transit Administration "Appendix A of Procurement Policies." A current version of this Appendix is available upon request to Shoreline Metro administrative staff. In addition, agencies issuing paratransit service contracts through Shoreline Metro will complete a procurement checklist, attach the appropriate documentation and submit it to the Shoreline Metro Manager or his/her designee for review to ensure federal compliance.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. 24-17-18 by Ald. Donohue and Bohren authorizing entering into contract for the replacement of the two main heating boilers including circulation pumps and controls at Mead Public Library.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: May 24, 2017

MEETING DATE: June 12, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 47651100 621200
Budget Summary: Capital Improvements
Budgeted Expenditure: \$ 285,000.00
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS:

The Mead Public Library embarked several years ago on a multi-phase project to upgrade the heating and cooling equipment in the building. The replacement of the two main heating boilers is the final phase of this project. The project was put to bid and four bids were received:

Table with 3 columns: Bidder Name, Location, and Bid Amount. Rows include Mannenbach Mechanical Inc. (\$205,600.00), Schaus Mechanical (\$195,782.00), Aldag-Honold Mechanical (\$198,729.00), and J & H Heating Inc. (\$173,900.00).

Upon review of the bids, it has been determined that the bid submitted by J & H Heating Inc. of Port Washington, WI meets or exceeds all of the specifications.



STAFF COMMENTS:

The replacement of these boilers represents the final phase of the three phase HVAC equipment replacement plan. The new boilers will result in better temperature control, enhanced reliability, and additional space in the boiler room as well as a decrease in annual energy expenses. In addition, removal of the old electric generator from the boiler room at an

additional cost of \$872.00 is also included in the project. The generator is no longer in use and its removal will free up additional floor space in the room.

Finally, the City of Sheboygan will also receive a rebate from Focus on Energy™ of \$12,600.00 following completion of the project which is not included in the above project cost.

ACTION REQUESTED:

Motion to recommend that the Common Council approve Resolution No. 24-17-18 authorizing entering into contract for the replacement of the two main heating boilers and removal of the old electric generator at Mead Public Library by J & H Heating Inc. of Port Washington, WI in the amount of \$ 174,772.00 prior to the Focus on Energy rebate.

ATTACHMENTS:

I. Resolution No. 24-17-18

III

5.2

Res. No. 24 - 17 - 18. By Alderperson Donohue. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the two main heating boilers, including circulation pumps and controls for the Mead Public Library.

WHEREAS: The Mead Public Library was constructed in 1974 and the two main heating boilers are original to the building. Over the past several years the Library has made a concerted effort to upgrade original heating and cooling equipment with new, energy efficient, dependable equipment. The two forty-three year old boilers are the final step in this multi-year plan and;

WHEREAS: The Purchasing Agent issued a Request for Bids for the replacement of the equipment. A review of the bids and shop drawings by the City's engineering firm, Fredericksen Engineering determined that the bid submitted by J&H Heating, Inc. of Port Washington WI meets or exceeds all specifications and is also the lowest cost bid amongst those received.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with J & H Heating Inc. of Port Washington, WI for the complete removal and replacement of the two Mead Library main heating boilers including controls and circulation pumps and removal/disposal of the old electric standby Generator in the amount of \$174,772.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 47651100-621200 in payment of same.

Finance + Personnel

[Signature]

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. 25-17-18, a resolution authorizing the issuance of the City of Sheboygan's 2017 community survey

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: May 23, 2017

MEETING DATE: June 12, 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:

In anticipation of the Common Council's review of the 2018 Executive Budget, it is appropriate for the Common Council to ask citizens of the city to provide feedback via a survey regarding city services. This is consistent with the recently approved Citizen Engagement Program.

Last year (July, 2016), the city conducted a comprehensive community survey which assisted the Common Council in the development of its Strategic Plan.

STAFF COMMENTS:

City staff is recommending that a comprehensive survey be conducted once every three years as the city reviews its strategic plan. In the interim years, i.e. 2018 and 2019, the city would administer a more limited survey. The more limited survey would focus more on questions regarding quality of city services and city departments.

Attached is a draft of the 2017 community survey for your consideration. To ease your review, the survey draft also identifies the 2016 questions that city staff is recommending be removed (strike-through) in 2017.

Also attached is an outline of the city's outreach plan to market the survey in order to increase citizen participation.

The survey will be available to citizens through an on-line survey service in July. Printed surveys will be available at the Mead Public Library and the Senior Activity Center for citizens that are unable to access the survey on-line.

ACTION REQUESTED:

Motion to recommend the Common Council to approve Res. No. 25-17-18 authorizing the issuance of the City of Sheboygan's 2017 community survey

ATTACHMENTS:

- I. Community survey
- II. Community survey outreach plan
- III. Res. No. 25-17-18, a resolution authorizing the issuance of the community survey.

2017 City of Sheboygan Community Survey Questions

1. **Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?** (Excellent, Good, Fair, Poor options)
2. **In your opinion, in which direction is the city headed?** (Improving, Declining, Steady/The same options)
3. ~~**What is one thing you like best about living in Sheboygan?**~~ (Variable responses)
4. ~~**When you think about the way things are going in Sheboygan, what is one thing that most concerns you?**~~ (Variable responses)
5. **How do you think the City of Sheboygan is doing in each of the following areas?** (Excellent, Good, Fair, Poor options)
 - Overall performance
 - Managing the taxpayer's money
 - Keeping citizens informed
 - Delivering services efficiently
 - Focusing on the priorities that matter most to residents.
6. **Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household;** (Ranking response)
 - Attracting and keeping businesses in Sheboygan
 - Availability of sidewalks and walking paths
 - Availability of bike lanes/paths
 - City parks
 - Community events
 - Emergency medical services
 - Fire services
 - Leaf pick-up
 - Library services
 - Overall city administration
 - Pedestrian safety
 - Police services
 - Protecting our natural environment
 - Public access to Lake Michigan
 - Public transit services
 - Recycling and garbage collection
 - Residential yard waste
 - Services for people in need
 - Street cleaning

- Street maintenance/pavement
 - Street tree maintenance
 - Support for the neighborhoods
 - Support for the arts in the community
 - WSCS-Cable TV (city owned station)
 - Zoning and land use
7. **Using the same list, please indicate how well you think the city is doing in each area.** (Excellent, Good, Fair, Poor options)
8. **How would you rate the overall services received from the following departments?** (Excellent, Good, Fair, Poor options)
- Building Inspection
 - City Administrator's Office
 - City Attorney's Office
 - Common Council
 - Property Assessment
 - Finance
 - Fire
 - Human Resources
 - Housing Authority
 - Information Technology
 - Mayor's Office
 - Mead Public Library
 - Municipal Court
 - Planning and Development
 - Police
 - Public Works
 - Senior Activity Center
 - Shoreline Metro
 - Water Utility
9. ~~Thinking about the types of shopping options available in Sheboygan, would you say that you are?~~ (Very satisfied, Satisfied, Dissatisfied, Very dissatisfied, Don't know options)
10. ~~In general, how safe do you feel walking alone in your neighborhood during the day?~~ (Very safe, Safe, Unsafe, Very unsafe, N/A options)
11. ~~How safe do you feel walking alone in your neighborhood after dark?~~ (Very safe, Safe, Unsafe, Very unsafe, N/A options)
12. ~~If you feel unsafe, why do you feel unsafe?~~ (Variable responses)
13. ~~In general, how satisfied are you with your neighborhood's infrastructure, such as streets, sidewalks and landscaping?~~ (Very satisfied, Somewhat satisfied, Somewhat dissatisfied, Very dissatisfied options)

14. **Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.** (Variable responses)

- City website
- Police Department website
- Police Department Facebook
- Water Utility website
- Shoreline Metro website
- Shoreline Metro Facebook
- Sheboygan Press
- Sheboygan Sun
- Plymouth Review – The Beacon
- WSCS – Cable Television Channel (city owned station)
- WHBL – Radio
- Mayor’s Blog
- Twitter
- Nextdoor.com (neighborhood social networking website)
- Neighborhood Association meetings
- Other (please specify)

15. ~~Do you own or rent the place in which you live?~~ (Own or buying, Rent options)

16. ~~What are the three most important reasons you or your family chose Sheboygan as a place to live?~~ (Variable responses)

- Appearance of neighborhood
- Close to Milwaukee
- Cost of house or apartment
- Low crime rates
- Native to Sheboygan and family or friends are near
- Near employment
- Property tax level
- Quality schools
- Specific house or apartment
- Urban atmosphere
- Community atmosphere
- County atmosphere/open space
- Proximity to Lake Michigan
- City Services
- Other

17. ~~The cost of providing city services continues to rise due to a number of factors. Those city services can be paid through property taxes, direct user~~

~~fees and charges or a combination of both. How would you prefer the City to address rising costs? (Please choose only one)~~

- ~~▪ (Increase property taxes-do not increase user fees~~
- ~~▪ Use a combination of increased property taxes and user fees and charges~~
~~Increase user fees and charges — do not increase property taxes~~
- ~~▪ Cut services~~
- ~~▪ No opinion~~

18. ~~What is your gender? (Male; Female responses)~~

19. ~~How long have you lived in Sheboygan?~~

- ~~▪ <2 years~~
- ~~▪ 2-5 years~~
- ~~▪ 6-10 years~~
- ~~▪ 11-25 years~~
- ~~▪ 25+ years~~
- ~~▪ I am not a city resident~~

20. ~~Please share with us any comments you wish to make. (Variable answers)~~

21. ~~Thank you for taking the time to complete the 2017 Community Survey. If you would like a chance to win a \$100.00 Sheboygan County Chamber Cash Gift certificate.~~

2017 City of Sheboygan Strategic Plan Community Survey Outreach Plan

<u>Outreach Venue</u>	<u>Audience Reached</u>
Survey Banner and Link on City webpage	2,500 visits per month
Sheboygan Insider July newsletter	
11 x 17 ads inside 21 fixed route Shoreline Metro Buses	1,000 monthly riders
Shoreline Metro Transfer Station Electronic Monitor	500 monthly visitors
Police Department/Shoreline Metro Facebook page	9,137 followers
Police Department Nixle	1,492 followers
Police Department and City Twitter account	4,902 followers
Nextdoor	2,564 followers
City Fountain Park and Lakefront electronic signs	1,000 cars per month
Senior Activity Center – computer assistance/hard copies	114 average daily visitors
Mead Public Library – computer assistance/hard copies	26,000 visits per month
WSCS – Internet banner and cable exposure	300 visits per month
Water Utility Bills – notation on bill	15,000 households
Sheboygan Squared Community contacts	
Sheboygan Area School District electronic signs	6 signs
Hmong Radio Station/Hmong Mutual Assistance Association	1,000 patrons
Hispanic Information Center	
Sheboygan County Chamber of Commerce	2350 member contacts per week
John Michael Kohler Art Center	
Sheboygan County Economic Development Corporation	
Local Churches and Parishes	

III

Res. No. 25 - 17 - 18. By Alderperson Bohren. June 5, 2017.

A RESOLUTION authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2017 community survey.

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

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

RESOLVED: That the Office of the City Administrator is hereby authorized to issue the City of Sheboygan 2017 community survey.

*Finance
Personnel*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. 26-17-18, A Resolution to authorize a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 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. 158-16-17 approved by the Common Council on April 17, 2017 approved an amended and restated contract for sale of land for private development by and between the City of Sheboygan and Eighth-New Jersey, LLC which included an additional \$400,000 for soil issues and redesign of foundation. Res. No. 13-17-18 authorized a loan from the Trust Funds of the State of Wisconsin in the amount of \$400,000 for TID #16 Housing Project to be repaid over five years.

STAFF COMMENTS:

The City filed an application with the Board of Commissioners of Public Lands to borrow \$400,000. The original application specified the loan to be repaid over five years at an interest rate of three percent with no issuance expense incurred. The increment of the district does not produce adequate cash flow to repay the loan within five year The City filed a new application to borrow the \$400,000 over ten years at an interest rate of three and one half percent with no issuance expense incurred.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 26-17-18 authorizing a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project.

ATTACHMENTS:

- I. Res. No. 26-17-18

III

5.4

Res. No. 26 - 17 - 18. By Alderperson Donohue and Bohren.
June 5, 2017

A Resolution to authorize a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Sheboygan, in the County of Sheboygan, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Four Hundred Thousand And 00/100 Dollars (\$400,000.00) for the purpose of financing development incentive for TID #16 housing project and for no other purpose.

The loan is to be payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

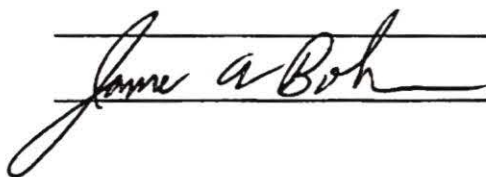
RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Sheboygan, in the County of Sheboygan, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Sheboygan by such loan from the state be applied or paid out for any purpose except financing development incentive for TID #16 housing project without the consent of the Board of Commissioners of Public Lands.

Finance + Personnel

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and clerk of the City of Sheboygan, in the County of Sheboygan, Wisconsin are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The Mayor and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin and repeal Resolution No. 13-17-18 dated May 1, 2017.



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: Resolution No. 27-17-18 by Alderperson Bohren recommend the Common Council urge the Governor and Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that 1) leases are appropriately factored into the valuation of leased properties; and 2) when using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

A carefully orchestrated wave of hundreds of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners.

STAFF COMMENTS:

Resolution No. 27-17-18 recommends the Legislature address tax avoidance strategies that national chains and big box retail establishments use across the country to gain dramatic reduction in their property tax bills at the expense of homeowners and other taxpayers.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution No. 27-17-18 urging the Governor and Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that 1) leases are appropriately factored into the valuation of leased properties; and 2) when using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.

ATTACHMENTS:

- I. Resolution No. 27-17-18

III

5.5

Res. No. 27 - 17 - 18. By Alderperson Bohren. June 5, 2017.

WHEREAS, home owners in Wisconsin already pay 70% of the total statewide property tax levy; and

WHEREAS, that disproportionate burden is about to get much worse unless the Legislature addresses tax avoidance strategies that national chains like Walgreens, and big box retail establishments like Target and Lowe's are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

WHEREAS, a carefully-orchestrated wave of hundreds of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

WHEREAS, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be less than half of their actual sale prices on the open market; and

WHEREAS, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenue back to the stores; and

WHEREAS, there are over 200 Walgreens stores located in Wisconsin's cities and villages; and

WHEREAS, Target, Lowe's, Meijer, Menards and other big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations from a different market segment; and

WHEREAS, the City of Sheboygan has been heavily impacted by these tax avoidance strategies, losing \$556,186.10 in tax revenues just from revaluations in lawsuits filed by Walgreens and by the owner of the Memorial Mall; and

WHEREAS, it is not only the City, but the other taxing jurisdictions, including the County, School Districts, and Technical College District who lose out on such revaluations, such that the taxpayers of Sheboygan had to make up \$1,529,219.20 in tax revenue just as a result of those lawsuits; and

WHEREAS, the Republican-controlled Indiana state Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

Finance
Personnel

WHEREAS, the Michigan state house overwhelmingly passed similar legislation in May of 2016; and

WHEREAS, a "Dark Store Bill," (LRB 0373) has been introduced in the Wisconsin Legislature, supported by legislators from both major parties. The Legislative Reference Bureau has provided analysis of the bill that states that the bill 1) "provides that, for property tax purposes, real property includes any leases, rights, and privileges pertaining to the property, including assets that cannot be taxed separately as real property, but are inextricably intertwined with the real property"; 2) "requires real property to be assessed at its highest and best use"; 3) more precisely defines "arm's-length sales" used to determine that highest and best use and the value of lease provisions and rent; and 4) reverses the 2008 Wisconsin Supreme Court finding in *Walgreen Company v. City of Madison*, 2008 WI 80, "that a property tax assessment of leased retail property using the income approach must be based on 'market rents,' which is what a person would pay to rent the property, based on rentals of similar property, as opposed to 'contract rents,' which is the amount that the lessee actually paid to rent the property."

NOW, THEREFORE, BE IT RESOLVED, that the common council of the City of Sheboygan urges the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and

2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.



James A. Bohrer

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. 28-17-18 authorizing the appropriate City officials to execute the Pre-annexation and Development Agreement.

REPORT PREPARED BY: Darrell Hofland, City Administrator and Chad Pelishek, Director of Planning and Development

REPORT DATE: June 8, 2017

MEETING DATE: June 12, 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 Kohler Co. has submitted a petition to annex property from the Town of Wilson to the City of Sheboygan. The Developer owns approximately 247 acres of vacant land bounded by Lake Michigan to the east, and Kohler-Andrae State Park to the south and west. The Developer intends to construct an 18-hole championship golf course on the property. In order to understand the obligations of the Developer and the obligations of the City, the pre-annexation and development agreement was prepared.

STAFF COMMENTS:

In an attached memo, City Attorney Charles Adams has recommended two changes to the agreement. These recommended changes have been incorporated into the attached Pre-Annexation and Development Agreement.

The proposed agreement outlines mutual promises set forth by both the City and the Developer as follows:

- a. City will cooperate with Developer to obtain all governmental approvals as it relates to the golf course project.
- b. Developer must acquire an access easement from the WDNR.
- c. City shall consider adoption of an ordinance annexing the Property and adjacent lands.
- d. City shall consider rezoning the Property and adjacent lands to Suburban Residential 5, which is consistent to the zoning of other city lands in this area.
- e. City shall consider a conditional use permit for the golf course development.
- f. City shall consider granting and issuing at least two "Class B" liquor licenses.
- g. Per the 1975 Joint Sewage Treatment Agreement, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines; however, the

connection will only occur when it is feasible, and the City acknowledges that the temporary private septic is authorized to serve buildings.

- h. City shall authorize the golf course property and adjacent lands to be connected to a municipal water service through an extension of the water main in the county highway right-of-way up to three years from the completion of the construction on said project and cost to extend the service shall be the Developer's responsibility.
- i. City shall provide police, fire and other emergency services to the property.
- j. Developer shall reimburse the City for any property tax differential as required by law.
- k. Developer and City shall cooperate on stormwater management approvals.
- l. Developer shall provide the City a traffic impact study by a consultant approved by the City.
- m. Developer shall reimburse the City up to \$125,000 for actual costs incurred in connection with the annexation
- n. Developer shall provide detailed plans to the City Engineer and/or building inspectors to obtain any necessary permits to construct the project.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 28-17-18 authorizing the appropriate City officials to execute the Pre-Annexation and Development Agreement.

ATTACHMENTS:

- I. Res. No. 28-17-18
- II. City Attorney Memo – Changes to Agreement
- III. Pre-Annexation and Development Agreement

III

5.6

Res. No. 28 - 17 - 18. By Alderpersons Donohue and Bohren.
June 5, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the Preannexation and Development Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Preannexation and Development Agreement between the City of Sheboygan and Kohler Company, in form substantially similar to the attached.

Finance Personnel

Nylynn Donohue

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

DEPARTMENTAL CORRESPONDENCE

TO: Finance & Personnel Committee **FROM:** Charles C. Adams
Darrell Hofland, City Administrator City Attorney
Mayor Mike Vandersteen

SUBJECT: Potential changes to the language of the
Preannexation and Development Agreement

DATE: June 8, 2017

At Monday's Finance & Personnel Committee meeting, you are being asked to review and approve a Preannexation and Development Agreement. This Agreement has been the subject of intense negotiation between the Kohler Company and the City over the past two months or so. Most of the terms of the agreement have been settled to the satisfaction of both sides. However, even after the Agreement was sent to Council, the parties continued to discuss and negotiate two issues that have not been fully settled: 1) the provision of City water to the proposed site of the golf course; and 2) potential costs related to litigation should the Town of Wilson, as expected, challenge the annexation in court.

As a result of that further discussion, I am attaching an updated proposal. There are a few very minor changes unrelated to the items listed above, but those changes are non-controversial and non-substantive. This memo is designed to inform you about the changes listed above.

In Section 4(c)(ii) of the Agreement, dealing with Developer's responsibilities related to water, the Developer has now acknowledged to the Wisconsin Department of Administration that it plans to use City water for irrigation within three years. The City is agreeing to allow irrigation during that period. However, after that time, the Developer will be required to have paid for the water main extension and all infrastructure needed to hook up to City water for all purposes, including irrigation. The City will reimburse the Developer for connection fees paid during the next 20 years by Town property owners who may annex into the City and connect to City water. However, in the event the City incurs costs related to the main extension not paid by the Developer, the City may retain a proportional sum from the connection fee based on the per-foot costs.

In Section 5(e) of the Agreement, we have simply added a reimbursement cap of \$125,000, which is the City's liability retainer in its insurance policy with Cities and Villages Mutual Insurance Company. Note, however, that the CVMIC policy is unlikely to cover the City's cost in case of a litigation initiated by the Town in an attempt to have a court overturn the annexation.

Should you agree with the changes I have laid out, I recommend you move to accept the amended Pre-Annexation and Development Agreement attached to this memo. If you do not agree to those changes, I would suggest any motion very specifically set forth what changes, if any, are acceptable (as noted, there are a number of non-substantive changes from the document that went to Council.)

PREANNEXATION AND
DEVELOPMENT AGREEMENT

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

D. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall cooperate with Developer and all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service "USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.

(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) Cooperation with Other Government Bodies. The City shall cooperate with and assist Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring under the Black River and extension of laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that the 12 inch water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to CTH V. The City shall process and issue any and all permits and

governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property for a period of no more than three years for servicing an irrigation purposes (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.

(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that

Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") and reimburse the City's actual third party costs to design and extend a new 16 inch water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to CTH V as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system for irrigation purposes only, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City.

(ii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines, provided, however, that for a period of no more than three years, Developer shall have the option of servicing an irrigation system for outdoor golf course improvements to be developed on the Property (including golf holes, driving ranges and putting greens) either with municipal water service or with Developer's private well system. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of the water main extension, reimburse the Developer for any connection fees paid by benefitting

Town property owners, less the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

(d) Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.

(e) Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.

(f) Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.

5. Miscellaneous.

(a) Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$125,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit

of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

To Developer: James Robinson IV
Senior Vice President - General Counsel
Kohler Co.
444 Highland Drive
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(p) Recording of Agreement. This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) Non-waiver of Statutory Protections by City. Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations,

statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) Address. The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of _____, 2017.

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

EXHIBIT B

Site Plan

PREANNEXATION AND
DEVELOPMENT AGREEMENT

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

D. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall cooperate with Developer and all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service ("USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.

(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) Cooperation with Other Government Bodies. The City shall cooperate with and assist Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring under the Black River and extension of laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that a water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road. The City shall process and issue any and all

permits and governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances and as otherwise authorized by the City.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.

(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that

Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") to design and extend a new water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City. However, Developer agrees to connect its proposed improvements on the Property, including the clubhouse, irrigation system, maintenance building and cart building to municipal water service within three years of development, and the terms of such connection shall be a condition to any conditional use permit for an 18-hole championship golf course on the Property.

(ii) City agrees that it shall not directly charge Developer for the costs to design and extend that portion of the new water main from its current terminus at Riverdale Drive to Stahl Road. Developer agrees that it shall reimburse the equivalent third party costs of extending an 8-inch water main south from Stahl Road to Beach Park Road. The Utility reserves the right to determine the actual pipe size of the water main and pay any differential cost between the 8-inch and actual water main pipe size. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of that portion of the water main extension from Stahl Road to Beach Park Road, reimburse the Developer for any connection fees paid by benefitting Town property owners, less the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel

owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future.

(iii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

(d) Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.

(e) Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.

(f) Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.

5. Miscellaneous.

(a) Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic

origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$125,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this

Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

To Developer: James Robinson IV
Senior Vice President - General Counsel
Kohler Co.
444 Highland Drive
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such

circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(p) Recording of Agreement. This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) Non-waiver of Statutory Protections by City. Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations, statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) Address. The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of _____, 2017.

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

EXHIBIT B

Site Plan

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. XX-17-18 by Alderperson Donohue and Bohren authorizing establishing an appropriation in the 2017 Budget for purchase of land and building.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 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 Common Council authorized staff to negotiate purchase of land and building. The transfer will establish a budget for the purchase.

STAFF COMMENTS:

WI State Statutes requires no funds may be expended and no liabilities incurred by the city or any department unless authorized. The funding is from the General Fund Reserves.

Separate action to be approved by the Common Council will be forthcoming on the specific purchase of the property.

ACTION REQUESTED:

Motion to recommend the Common Council approve Resolution No. XX-17-18 authorizing establishing an appropriation in the 2017 Budget for purchase of land and building.

ATTACHMENTS:

- I. Resolution No. XX-17-18

Res. No. 17 - 18. By Alderperson Donohue and Bohren
June 19, 2017

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for purchase of land and building.

Establish appropriation for purchase of land and building in the General Fund.

FROM	TO	
General Fund	General Fund	
Unreserved Fund Balance	Land and Building	
101-253000	10161100-611100	\$285,000

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 19-17-18. By Director of Human Resource and Labor Relations and Fire Chief. Pursuant to Res. No. 227-16-17, we herewith submit a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study

REPORT PREPARED BY: Director of Human Resources and Labor Relations, Sandy Rohrick and Fire Department Chief Mike Romas

REPORT DATE: June 7, 2017

MEETING DATE: June 12, 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:

In April, 2017, City Council requested the Fire Chief and Director of Human Resources and Labor Relations to review job descriptions and identify any deficiencies or over-lapping duties and make recommendations, as stated in Sub. of Res. No. 227-16-17.

In May, a presentation of the study was made to the Common Council. Following the presentation, the Common Council referred R.O. No. 19-17-18 to the Finance and Personnel Committee for further consideration.

STAFF COMMENTS:

Prior to Res. No. 227-16-17, Director of Human Resources and Labor Relations Sandy Rohrick and Fire Chief Romas were asked to complete a study of the Fire Department as a result of reported morale issues and other concerns reported to alderpersons. However, the resolution that followed the initiative referred only to a job description review. Accordingly, only the job description review was introduced to Common Council.

At an upcoming Committee of the Whole meeting, the Committee will discuss Res. 30-17-18, a resolution authorizing the Purchasing Agent to enter into contract for professional services related to performance of an Operational and Departmental Structure study for the Sheboygan Fire Department.

As part of the agenda packet, the Committee will receive the second part of the Fire Department study associated with Sub. of Res. 227-16-17, which includes information gathered from one-on-one or group interviews between Director Rohrick and various personnel from the Fire Department, including representatives from all levels of the

organization. The interview process revealed several key observations regarding the changes within the department since 2004 that have affected the department personnel and their ability to perform duties and tasks as previously completed.

ACTION REQUESTED:

Motion to recommend the Common Council refer R.O. No. 19-17-18 to the Committee of the Whole for consideration.

ATTACHMENTS:

- I. R. O. No. 19-17-18
- II. Sub. of Res. No. 227-16-17

II

4.1

R. O. No. 19 - 17 - 18. By DIRECTOR OF HUMAN RESOURCE AND LABOR RELATIONS AND FIRE CHIEF. May 15, 2017.

Pursuant to Res. No. 227-16-17, we herewith submit a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study.

James A. Richmond

III

Subs. of Res. No. 227 - 16 - 17. (As amended). By Alderpersons Holzschuh, Heidemann and Thiel. April 5, 2017.

A RESOLUTION directing Fire Chief Michael Romas to work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

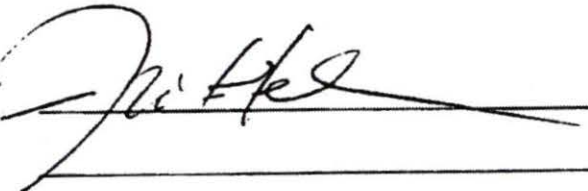
WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief Michael Romas work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

BE IT FURTHER RESOLVED: That the Fire Chief and Director of Human Resources shall report the results of the study in writing no later than six weeks.

*Heidemann / Rohrick
AC & Ad
BAWTT
Motion by Donohue / Rohrick
to amend Resolution "from
2 weeks to 6 weeks to report on study"
was passed all Aups
Motion by Donohue / Rohrick
Subs Res, as amended, was
passed*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. No. 418-16-17 is a claim from State Farm Insurance on behalf of Angela Allensworth for alleged damages to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: June 6, 2017

MEETING DATE: June 12, 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 notice of claim was received on January 23, 2017, and the actual claim was received on March 13, 2017. The claim is for \$19,480.54 in alleged damages caused to Angela Allensworth's vehicle while involved in an accident with a city snowplow.

STAFF COMMENTS:

City staff has reviewed the claim. Due to the fact that both individuals involved contributed to the accident, the recommendation is to pay the claim in the amount of \$13,636.38 as agreed upon by State Farm Insurance.

ACTION REQUESTED:

Motion to recommend the Common Council approve R. C. No. 418-16-17 and pay the claim in the amount of \$13,636.38.

ATTACHMENTS:

- I. R. O. No. 418-16-17
- II. R. C. No. 209-16-17

II

3.1

R. O. No. 209-16-17. By CITY CLERK. February 6, 2017.

Submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.

Inance

City Clerk

11

Claim # 27-16

Providing Insurance and Financial Services
Home Office, Bloomington, IL



January 16, 2017



City Of Sheboygan
828 Center Ave
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 49-0480-5S3
Insured: Angela Allensworth
Date of Loss: December 23, 2016
Amount of Claim: Pending
Location of Loss: Taylor Dr & Washington
Sheboygan, WI

To Whom It May Concern:

We are writing to you regarding a loss sustained by our insured.

Our investigation indicates you are responsible for this loss which was caused by your employee. By virtue of our payment to our insured, we are entitled to recovery from the responsible party.

If you have liability insurance, please refer this letter to your insurance company and provide us with your insurance information. We are enclosing a form for you to complete with your insurance information.

If you do not have insurance, please contact us to discuss arrangements for paying this claim.

Your cooperation is appreciated.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

49-0480-5S3
Page 2
January 16, 2017

Sincerely,

Rob Crockett
Claim Specialist
(844) 292-8615 Ext. 349
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

Enclosure: Form
Return Envelope

Claim Number: 49-0480-5S3
Insured: Angela Allensworth

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of your insurance company: _____

Phone number for your insurance company: () _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? _____ Yes _____ No

If yes, what claim number has your insurance company assigned to this loss?

Thank you for your cooperation.

MAR 13 '17 AM 10:27

Providing Insurance and Financial Services
Home Office, Bloomington, IL



March 10, 2017

City Of Sheboygan-Clerk's Office
828 Center Ave Ste 100
Sheboygan WI 53081-4442

Sub Auto Litigation Office
PO Box 106172
Atlanta GA 30348-6172

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-0480-5S3
Our Insured: Dan Allensworth
Date of Loss: December 23, 2016
Your Insured: City Of Sheboygan-Clerk's Office
Your Insured Driver: Mark Wilhelm
Loss Location: Taylor Dr & Washington, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

Your vehicle made an improper right turn in front of our insureds vehicle.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$0
042 - Uninsured Motorist PD	\$0
300 series/400 - Comp/Collision	\$18980.54
501 - Rental/Loss of Use	\$0
600-050 - Med Pay/PIP	\$0
Other	\$0
Salvage Recovery	\$0
Amount State Farm Paid	\$18,980.54
Insured Deductible	\$500.00
Total Claim Amount	\$19,480.54

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$19,480.54.

49-0480-5S3
Page 2
March 10, 2017

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Kassi Wooton
Claim Associate
(877) 787-8276 Ext. 6156926941
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

PS: 7016 1970 0000 4340 0949

DATE RECEIVED 3-13-17

RECEIVED BY WD

CLAIM NO. 27-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: State Farm Ins also Dan Allensworth

2. Home address of Claimant: PO Box 106172 Atlanta GA 30348

3. Home phone number: 615-692-6941

4. Business address and phone number of Claimant: Same as above

5. When did damage or injury occur? (date, time of day) 12/23/16; Friday; 7:00 PM

6. Where did damage or injury occur? (give full description) Taylor Dr. & Washington

7. How did damage or injury occur? (give full description) your vehicle made an improper turn in front of our insureds vehicle

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: Mark Wilhelm

(b) Claimant's statement of the basis of such liability: failure to make proper turn

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: see file 2402 snow plow
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").

2015 Cadillac SRX; front end "no injuries"

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

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

Auto: \$ 19480.54
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____

TOTAL 19480.54

Damaged vehicle (if applicable)

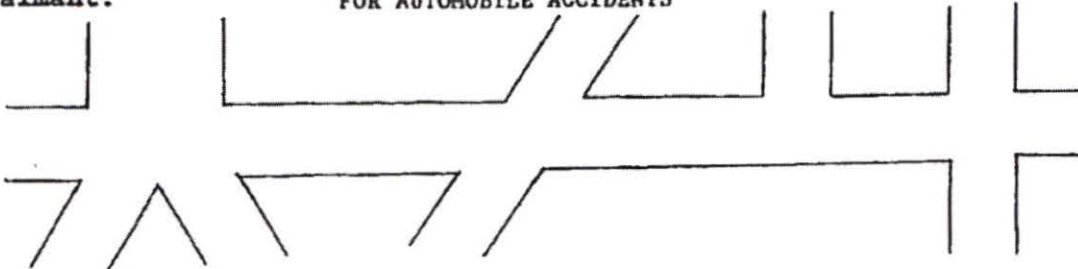
Make: Cadillac Model: SRX Year: 2015 Mileage: _____

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

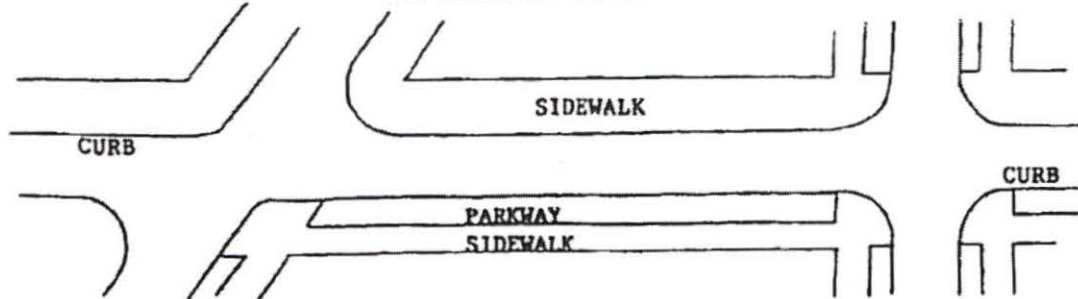
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

[Handwritten Signature]

Date: 3/10/17

DATE RECEIVED 3/13/17

RECEIVED BY MD

CLAIM NO. 2716

CLAIM

Claimant's Name: <u>State Farm Ins. Co. Dan Allensworth</u>	Auto	\$ <u>19480.54</u>
Claimant's Address: <u>P.O. Box 106172</u>	Property	\$ <u> </u>
<u>Atlanta GA 30348</u>	Personal Injury	\$ <u> </u>
Claimant's Phone No. <u>615-612-6941</u>	Other (Specify below)	\$ <u> </u>
	TOTAL	<u>19480.54</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 \$ 19480.54.

SIGNED: [Signature] DATE: 3/10/17

ADDRESS: P.O. Box 106172 Atlanta GA 30348



RBZ0006Z

State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Kassi Wooton

BASIC CLAIM INFORMATION

Claim Number: 49-0480-5S3
Date of Loss: 12-23-2016
Policy Number: 0074-111-49G
Named Insured: ALLENSWORTH, ANGELA

400 - COLL

C denotes consolidated payment
 E denotes EFT payment
 P previously converted payment from CAT/CMR

<u>Payment Number</u>	<u>Issued Date</u>	<u>Participant</u>	<u>Payable COL</u>	<u>Pay Cd</u>	<u>Status</u>	<u>Amount</u>	<u>Auth ID</u>	<u>Rsn Cd</u>
105436716K E	02-27-2017	Named Insured(s)	400	1	Paid	\$18,980.54	ECSAPY	
Total:						\$18,980.54		

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** SUPPLEMENT 2 ***

S2 12/29/2016 02:49 PM
02/27/2017 04:15 PM

Owner

Owner: ANGELA ALLENSWORTH
Address: 4822 FERNDALE CT
Home/Day: (920)208-6356
Cell: (217)422-0021
City State Zip: SHEBOYGAN, WI 53081-8556
Home/Evening: (920)208-6356

Control Information

Claim # : 49-0480-5S301
Loss Date/Time: 12/23/2016 06:00 AM
Deductible: \$500.00
Insured Policy # :
Loss Type: Collision
Ins. Company: State Farm
Address: 3400 S. BUSINESS DR.
Work/Day: (920)459-6855
Work/Day: (888)459-6855
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
FAX: (920)459-6286
Insured: ANGELA ALLENSWORTH
Address:
Home/Day: (920)208-6356
Cell: (217)422-0021
City State Zip:
Home/Evening: (920)208-6356
Claim Rep: Express Team E
Address:
Work/Day: (855)341-8184

Inspection

Inspection Date: 12/29/2016 02:47 PM
Inspection Location: SHEBOYGAN Cadillac
Address: 3500
City State Zip: SHEBOYGAN, WI 53081
Primary Impact: Left Front Corner
Driveable: No
Inspection Type: Select Service
Contact:
Secondary Impact:
Rental Assisted:
Assigned Date/Time:
First Contact Date/Time:
Received Date/Time: 12/26/2016 07:37 AM
Appointment Date/Time: 12/26/2016 06:00 AM
Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286
Orig Appraiser Name: PATRICK KARBE
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Repair Start Date/Time: 01/09/2017 12:51 PM
Repair Complete Date/Time: 01/31/2017 12:52 PM
Target Complete Date/Time: 01/31/2017 12:52 PM

Vehicle Drop Off Date/Time: 12/26/2016 08:00 AM
Vehicle Pick Up Date/Time: 01/31/2017 03:00 PM
Days To Repair: 20

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
ORIGINAL / INITIAL ESTIMATE:
TOW IN
FINAL BILL

Vehicle

OEM Part Price Quote ID: 15102431

2015 Cadillac SRX Luxury Collect. 4 DR Wagon
6 Cyl Gasoline 3.6 DI
6-Speed Automatic

Lic.Plates: FF8163
Lic Expire:
Prod Date: 10/2014
Veh Insp# :
Condition:
Ext. Color: CRYSTAL CLARET TINTCOAT
Ext. Refinish: Three-Stage UserDefined
Ext. Paint Code: GBE,WA505Q

Lic State: WI
VIN: 3GYFN36F561682
Mileage: 32,128
Mileage Type: Actual
Code: T7313A
Int. Color: Shale w/Brownstone accents
Int. Refinish: Three-Stage
Int. Trim Code: AFF

Options - AudaVIN Information Received

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Dimming Ext Mirrors
Auto Headlamp Control	Automatic Dimming Mirror	Automatic High Beam
Auxiliary Audio Input	Bose Sound System	Bucket Seats
Cargo Organizer	Center Console	Chrome Grille
Cross Traffic Alert	Cruise Control	Daytime Running Lights
Driver Information Sys	Driver Seat Memory	Dual Airbags
Dual Power Seats	Dual Pwr Lumbar Supports	Dual Zone Auto A/C
Elect. Stability Control	Floor Mats	Fwd. Collision Alert
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated Steering Wheel
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Lane Departure Alert	Leather Seats
Leather/Wood Steer Wheel	Lighted Entry System	Limited Slip Differential
MP3 Decoder	Memory Pedals	Mirror(s) Memory
Navigation System	OnStar System	Overhead Console
Parking Assist System	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Steering
Power Windows	Pwr Folding Ext Mirrors	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Safety Alert Seat(s)
Side Airbags	Side Blind Zone Warning	SiriusXM Satellite Radio

Special Factory Paint

Tachometer
 Tinted Glass
 Touch Screen Display
 UltraView Double Sunroof
 Wood Interior Trim

Split Folding Rear Seat
 Theft Deterrent System
 Tire Pressure Monitor
 Traction Control System
 Wireless Audio Streaming

Strg Wheel Radio Control
 Tilt & Telescopic Steer
 Tonneau/Cargo Cover
 USB Audio Input(s)
 Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	311		Mldg,Rocker Panel LT	R & I Assembly			INC	SM
2	RI	270		Mldg,Front Door Side LT	R & I Assembly			0.3	SM
3	RI	348		Mldg,Rear Door Side LT	R & I Assembly			0.3	SM
Front Bumper									
4	PC	10		Cvr,Front Bumper Up	RECOND PART	\$423.00		2.1	SM
5	L	10	14	Cvr,Front Bumper Up	Refinish			4.9	RF
					2.9 Surface				
					1.0 Three-stage setup				
					1.0 Three-stage				
6	UE	7	46	Cvr,Front Bumper Lwr >> 22869264	Replace OE Surplus	\$234.38*		0.5	SM
7	L	7		Cvr,Front Bumper Lwr	Refinish			1.7	RF
					1.7 Surface				
8	UE	5		Reinf,Frt Bumper Up >> 22792566	Replace OE Surplus	\$300.89*		3.3	SM
9	UE	25		Grille,Frt Bumper Lwr >> GM22739004	Replace OE Surplus	\$319.58*		INC	SM
10	L	25		Grille,Frt Bumper Lwr	Refinish			0.6	RF
					0.6 Surface				
11	UE	21		Grille,Frt Bmpr Cvr LT >> 25778386	Replace OE Surplus	\$202.30*		INC	SM
12	L	21		Grille,Frt Bmpr Cvr LT	Refinish			0.3	RF
					0.3 Surface				
13	UE	20		Harness,Front Bumper >> 22767428	Replace OE Surplus	\$119.20*			SM
14	UE	453		Snsr, Obstacle Warning LT >> 20777093	Replace OE Surplus	\$194.99*		INC	SM
15	L	453		Snsr, Obstacle Warning LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Three-stage				
16	UE	16		Defl,Front Bumper >> 22992722	Replace OE Surplus	\$98.62*		INC	SM
17	UE	17		Filler,Frt Bmpr Defl >> 20846070	Replace OE Surplus	\$80.52*		INC	SM
18	BR	26		Cover,Tow Hook Access	Blend Refinish			0.2	RF
					0.1 Blend				
					0.1 Three-stage				
19	RI	9		Panel,Frt Bmpr License	R & I Assembly			0.2	SM
20	UE	8		Absorber,Front Bumper >> 20962144	Replace OE Surplus	\$193.38*		INC	SM
21	UE	115		Brkt,Front Bumper Mtg LT >> 22806471	Replace OE Surplus	\$25.48*		INC	SM
22	UE	74	07	Extension,Side Member LT >> 25806521	Replace OE Surplus	\$246.87*		0.5	SM
23	L	74		Extension,Side Member LT	Refinish			0.7	RF
					0.5 Surface				

24	UE	75	07	Extension,Side Member RT >> 25806522	0.2 Three-stage Replace OE Surplus	\$246.87*		0.5	SM
25	L	75		Extension,Side Member RT	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF

Front End Panel And Lamps

26	UE	62		Grille Assembly >> GM22738992	Replace OE Surplus	\$517.31*		INC	SM
27	EU	41		Headlamp Assy,Halogen LT >> SHAWN@CLEVELAND AUTO	RECYCLED PART	\$450.00*	+25.00	INC	SM
28	N	973		Headlamps Aim	ADDITIONAL OPERATION	\$0.00*		0.4	SM
29	E	90		Brkt,Headlamp Mtg LT	25776398 GM Part	\$32.98		INC	SM
30	L	90		Brkt,Headlamp Mtg LT	Refinish 0.2 Surface 0.1 Three-stage			0.3	RF
31	RI	122		Lamp,Side Marker RT	R & I Assembly			0.2	SM

Radiator Support

32	UE	93	07	Crsmbr,Rad Panel Upr >> 20909169	Replace OE Surplus	\$610.04*		11.2	SM
33	L	93		Crsmbr,Rad Panel Upr	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF
34	UE	130	07	Crsmbr,Rad Pnl Lower >> 20939482	Replace OE Surplus	\$238.36*		1.4	SM
35	L	130		Crsmbr,Rad Pnl Lower	Refinish 0.4 Surface 0.1 Three-stage			0.5	RF
36	I	11	07	Extn,Upr Crossmember LT	Repair			1.0*	SM
37		11		Extn,Upr Crossmember LT	Refinish			INC	RF
38	UE	136		Cover,Rad Supt Panel >> 20843992	Replace OE Surplus	\$60.07*		INC	SM
39	UE	169		Cover,Rad Supt Panel >> 22781448	Replace OE Surplus	\$41.13*		INC	SM
40	E	76		Label,Radiator Support	24258938 GM Part	\$8.74		0.1	SM
41	E	89	01	Label,Radiator Support	19257194 GM Part	\$32.86		0.1	SM
42	E	743		Seal,Rad Mounting Pnl	20968482 GM Part	\$12.02		INC	SM
43	E	107		Baffle,Radiator Panel LT	20968478 GM Part	\$18.92		INC	SM
44	E	108		Baffle,Radiator Panel RT	20968477 GM Part	\$32.48		INC	SM

Cooling And Air Conditioning

45	EC	755		Radiator >> KEYSTONE	** NON-OEM PART	\$141.79*		0.5	SM
46	EU	766		Fan Assy,Eng Cooling >> SHAWN@CLEVELAND AUTO	RECYCLED PART	\$190.00*	+25.00	INC	SM
47	E	1907		Brkt,Radiator Mounting LT	25881551 GM Part	\$9.53		INC	SM
48	E	1982		Brkt,Radiator Mounting LT	25831015 GM Part	\$7.21		INC	SM
49	N	987		A/C Evac Rechg & Rcvr	ADDITIONAL OPERATION			1.8	ME
50	EC	731		Condenser,A/C >> KEYSTONE	** NON-OEM PART	\$67.48*		INC	SM*

Front Body And Windshield

51	EU	83	46	Panel,Hood	RECYCLED PART	\$575.00*	+25.00	1.0	SM
52	L	83		Panel,Hood	Refinish 2.8 Surface 1.1 Edge 1.4 Three-stage			5.3	RF
53	E	96		Mldg,Hood Front	22774203 GM Part	\$152.26		INC	SM
54	E	1158		Nozzle,W/S Washer LT	25823361 GM Part	\$14.83		INC	SM
55	E	1159		Nozzle,W/S Washer RT	25823361 GM Part	\$14.83		INC	SM
56	E	88		Latch,Hood Panel	22788642 GM Part	\$65.81		INC	SM

57	E	204	Bracket,Hood Catch	22826611 GM Part	\$98.02		INC	SM
58	E	84	Hinge,Hood Panel LT	15884430 GM Part	\$115.34	S1	0.2	SM
59	L	84	Hinge,Hood Panel LT	Refinish		S1	0.4	RF
				0.3 Surface				
				0.1 Three-stage				
60	E	85	Hinge,Hood Panel RT	15884431 GM Part	\$115.34	S1	0.2	SM
61	L	85	Hinge,Hood Panel RT	Refinish		S1	0.4	RF
				0.3 Surface				
				0.1 Three-stage				
62	E	86	Pad,Insulator Hood	23188354 GM Part	\$115.85		0.3	SM
63	E	103	46 Fender,Front LT	22860722 GM Part	\$351.73		0.7	SM
			>> SALVAGE NOT COST EFFICTIVE/CLEVELAND AUTO					
64	L	103	Fender,Front LT	Refinish			3.5	RF
				2.1 Surface				
				0.5 Edge				
				0.9 Three-stage				
65	BR	104	Fender,Front RT	Blend Refinish			1.4	RF
				0.7 Blend				
				0.7 Three-stage				
66	RI	69	Mldg,Fender Upper R/R	R & I Assembly			INC	SM
67	E	1004	Bkrt,Front Fender LT	20882124 GM Part	\$5.88		INC	SM

Front Body Interior Sheetmetal

68	I	180	07 Panel,Inner Fender LT	Repair		S1	1.5*	SM
69	L	180	Panel,Inner Fender LT	Refinish		S1	0.3	RF
				0.2 Surface				
				0.1 Three-stage				
70	E	1136	07 Brace,Side Rail LT	15869817 GM Part	\$42.53		0.7	SM
71	L	1136	Brace,Side Rail LT	Refinish			0.4	RF
				0.3 Surface				
				0.1 Three-stage				
72	UE	125	Skirt,Inner Fender LT	Replace OE Surplus	\$97.47*		INC	SM
			>> 22868772					

Wheels

73	PC	782	Wheel,Front LT	RECOND PART	\$189.00		0.0*	SM
			>> LF/RV1 - KEYSTONE					
74	E	1844	01 Valve Stem LT	15263240 GM Part	\$10.37			SM
			>> LF					

Front Suspension

75	RI	657	Hub,Front Wheel LT	R & I Assembly			0.9	ME
76	RI	678	Disc,Front Brake LT	R & I Assembly			0.1	ME
77	RI	1850	Plate,Front Backing LT	R & I Assembly			0.2	ME
78	RI	1740	Caliper,Brake Disc LT	R & I Assembly			0.1	ME
79	RI	653	Arm,Lower Control L/F	R & I Assembly			0.4	ME
80	UM	659	Absorber,Strut L/F	REMAN/REBUILT PART			0.7	ME
81	E	1304	Hose,Front Brake LT	20842850 GM Part	\$43.88		0.2	SM*
82	RI	1668	Spring,Front Coil LT	R & I Assembly			INC	ME
83	EU	714	46 Shaft Assembly,Axle L/F	RECYCLED PART	\$100.00*	+25.00	INC	ME
			>> SHAWN@CLEVELAND AUTO					

Front Doors

84	UE	207	Door Shell,Front LT	Replace OE Surplus	\$1,072.45*		6.2	SM
			>> 22768452/SALVAGE NOT COST EFFICTIVE					
85	L	207	Door Shell,Front LT	Refinish			4.4	RF
				2.2 Surface				
				1.0 Edge				
				1.2 Three-stage				
86	RI	244	Mldg,Front Door Belt L/R	R & I Assembly			INC	SM
87	E	123	Applique,Frt Door Fram LT	20932871 GM Part	\$69.31		INC	SM
88	RI	1334	Mldg,Front Door Upper L/F	R & I Assembly			INC	SM
89	RI	529	Housing,Mirror Outer LT	R & I Assembly			INC	SM

90	RI	490	Handle,Front Door Otr LT	R & I Assembly			INC	SM	
Rear Doors									
91	UE	287	Door Shell,Rear LT	Replace OE Surplus	\$1,261.72*		5.8	SM	
			>> 23274199/SALVAGE NOT	COST EFFICTIVE					
92	L	287	Door Shell,Rear LT	Refinish			4.1	RF	
				2.0 Surface					
				1.0 Edge					
				1.1 Three-stage					
93	RI	1336	Mldg,Rear Door Upper L/F	R & I Assembly			INC	SM	
94	RI	415	Mldg,Rear Door Belt L/F	R & I Assembly			INC	SM	
95	E	285	Applique Assy,Rear Dr LT	20932873 GM Part	\$63.40		INC	SM	
96	E	576	Applique Assy,Rear Dr LT	20932875 GM Part	\$80.33		INC	SM	
97	I	1138	Cover,RR Door Handle LT	Repair			0.5*	SM	
98	L	1138	Cover,RR Door Handle LT	Refinish			0.4	RF	
				0.3 Surface					
				0.1 Three-stage					
99	RI	295	Glass,Rear Door T LT	R & I Assembly			INC	SM	
100	RI	297	Reg,Rear Door Glass LT	R & I Assembly			INC	SM	
101	RI	305	Handle,RR Door Outer LT	R & I Assembly			INC	SM	
Quarter And Rocker Panel									
102	BR	196	Panel,Bodyside Otr Upr LT	Blend Refinish			0.9	RF	
				0.4 Blend					
				0.5 Three-stage					
103	BR	199	10 Panel,Rocker LT	Blend Refinish			0.4*	RF	
				0.2 Three-stage					
104	I	389	Panel,Quarter LT	Repair			12.0*	SM	
105	L	389	Panel,Quarter LT	Refinish			3.1	RF	
				2.3 Surface					
				0.8 Three-stage					
106	L	407	Pillar,Body Lock LT	Refinish			1.4	RF	
				1.0 Surface					
				0.4 Three-stage					
107	SB	374	Glass,Quarter Tinted LT	Sublet Repair	\$70.00*	+25.00		SM	
			>> LAKESHORE AUTO GLASS						
108	SB	445	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*			SM	
Rear Bumper									
109	N	572	Rear Bumper Cover R&I	ADDITIONAL OPERATION			1.5*	SM	
			>> LOWER						
Rear Body, Lamps And Floor Pan									
110	RI	533	Taillamp Assembly LT	R & I Assembly			INC	SM	
Section Replacement & Refinish									
111	EU	697	Susp Assembly,Front LT	RECYCLED PART	\$375.00*	+25.00	0.0*	ME	
			>> CLEVELAND AUTO/SHAWN						
Manual Entries									
112	N	M03	Flex Additive	ADDITIONAL OPERATION	\$5.00*			RF	
113	L	M14	Corrosion Protection	Refinish	\$6.00*		0.1*	SM	
114	L	M17	Cover Car Exterior	Refinish	\$5.00*			SM	
115	I	M18	Set-Up And Measure	Repair			1.5*	SM	
116	I	M19	Realign Control Points	Repair			3.0*	FR	
117	EC	M20	Anti-Freeze-Coolant	** NON-OEM PART	\$31.80*			SM	
			>> 12346290/2 @ \$15.90 EACH						
118	SB	M23	Tire-Left Front,Balance	Sublet Repair	\$15.00*			SM	
119	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*			SM	
120	SB		ADJUST THRUST ANGLE	Sublet Repair	\$69.95*			SM*	
121	I		WIRE REPAIR	Repair			S1	0.5*	
								SM*	
121 Items									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
14	INCLUDES 1.0 HOURS FIRST PANEL THREE-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$1,514.45	
OE Surplus Parts		\$6,161.63	
Other Parts		\$2,559.07	
Paint & Materials	37.4 Hours @ \$36.00	\$1,346.40	
Line Item Markup		\$422.50	
Parts & Material Total			\$12,004.05
Tax on Parts & Material	@ 5.000%		\$600.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	36.6	18.9	55.5	\$3,108.00
Mech/Elec (ME)	\$105.00	2.4	1.8	4.2	\$441.00
Frame (FR)	\$60.00		3.0	3.0	\$180.00
Refinish (RF)	\$56.00	37.4		37.4	\$2,094.40

Labor Total			100.1 Hours		\$5,823.40
Tax on Labor	@ 5.000%				\$291.17
Sublet Repairs					\$190.45
Tax on Sublet	@ 5.000%				\$9.52
Towing					\$375.00
Tax On Towing	@ 5.000%				\$18.75
Storage					\$160.00
Tax On Storage	@ 5.000%				\$8.00
Gross Total					\$19,480.54
Less: Deductible					\$500.00-
Net Total					\$18,980.54
Less: Previous Net Total					\$18,980.54-
Net Supplement Total (Final Bill)					\$0.00

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.



Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 06/02/00/04/01 Zip Code: 53081 Geo 53081
 OEM Part Prices DT 02/27/2017 04:16 PM EstimateID 243839040128868352 QuoteID 15102431
 Rate Name Default

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017

© 2017 Audatex North America, Inc.

10.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S THREE-STAGE REFINISH FORMULA.

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

Op Codes

* = User-Entered Value	E = New Part	NG = Replace NAGS
EC = ** NON-OEM PART	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = ** NON-OEM PART	EU = RECYCLED PART
TE = Partial Replace Price	PM = REMAN/REBUILT PART	UM = REMAN/REBUILT PART
L = Refinish	PC = RECOND PART	UC = RECOND PART
TT = Two-Tone	SB = Sublet Repair	N = ADDITIONAL OPERATION
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
RP = RP-RELATED PRIOR		



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2017 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



NON-ORIGINAL EQUIPMENT REPLACEMENT PARTS INFORMATION

Whenever ** appears next to the description of a part which is to be replaced, this means:

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

QUALITY REPLACEMENT PARTS REPORT

Vehicle

2015 Cadillac SRX Luxury Collect. 4 DR Wagon
 6 Cyl Gasoline 3.6 DI
 6-Speed Automatic

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Dimming Ext Mirrors
Auto Headlamp Control	Automatic Dimming Mirror	Automatic High Beam
Auxiliary Audio Input	Bose Sound System	Bucket Seats
Cargo Organizer	Center Console	Chrome Grille
Cross Traffic Alert	Cruise Control	Daytime Running Lights
Driver Information Sys	Driver Seat Memory	Dual Airbags
Dual Power Seats	Dual Pwr Lumbar Supports	Dual Zone Auto A/C
Elect. Stability Control	Floor Mats	Fwd. Collision Alert
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated Steering Wheel
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Lane Departure Alert	Leather Seats
Leather/Wood Steer Wheel	Lighted Entry System	Limited Slip Differential
MP3 Decoder	Memory Pedals	Mirror(s) Memory
Navigation System	OnStar System	Overhead Console
Parking Assist System	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Steering
Power Windows	Pwr Folding Ext Mirrors	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Safety Alert Seat(s)
Side Airbags	Side Blind Zone Warning	SiriusXM Satellite Radio
Special Factory Paint	Split Folding Rear Seat	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Touch Screen Display	Traction Control System	USB Audio Input(s)
UltraView Double Sunroof	Wireless Audio Streaming	Wireless Phone Connect
Wood Interior Trim		

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
4	Cvr,Front Bumper Up	GM1000969R	22762887	> 1	R	3
		GM1000969R	22762887	> 3	R	3
		GM1000969R	22762887	> 4	R	3
		GM1000969R	22762887	> 5	R	3
73	Wheel,Front LT	ALY04664U10	9597417	> 1	R	3
		ALY04664U10	9597417	> 2	R	3
		ALY04664U10	9597417	> 5	R	3
		ALY04664U10	9597417	> 6	R	3

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

- C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
- M - REMANUFACTURED / REBUILT PART
- R - RECONDITIONED PART
- S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	PXN1795	KEYSTONE AMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
2	PXN4130	KEYSTONE HMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
3	PXN4143	KEYSTONE USAA RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
4	PXN4178	KEYSTONE FPPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
5	PXN4227	KEYSTONE SARP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
6	PXN6817	KEYSTONE AUTO 8820 NORTH MAISLIN DRIVE TAMPA, FL 33637	(800)999-8987 (813)980-6166

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017

Zip Code: 53081

Search Area:

Geo 53081

© 2017 Audatex North America, Inc.



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2017 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



*** SUPPLEMENT RECONCILIATION ***

Supplement S2

Claim # : 49-0480-5S301
File # :
Insured: ANGELA ALLENSWORTH
Owner Name: ANGELA ALLENSWORTH
Appraiser Name: PATRICK KARBE
Vehicle: 2015 Cadillac SRX Luxury Collect. 4 DR Wagon

Insured Policy # :
Claim Rep: Express Team E
Inspection Date/Time: 12/29/2016 02:47 PM

Actual Supplement 2 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Supplement 1	\$18,980.54	01/13/2017	08:46 AM	PATRICK KARBE
Supplement 2	\$18,980.54	02/27/2017	04:15 PM	PATRICK KARBE

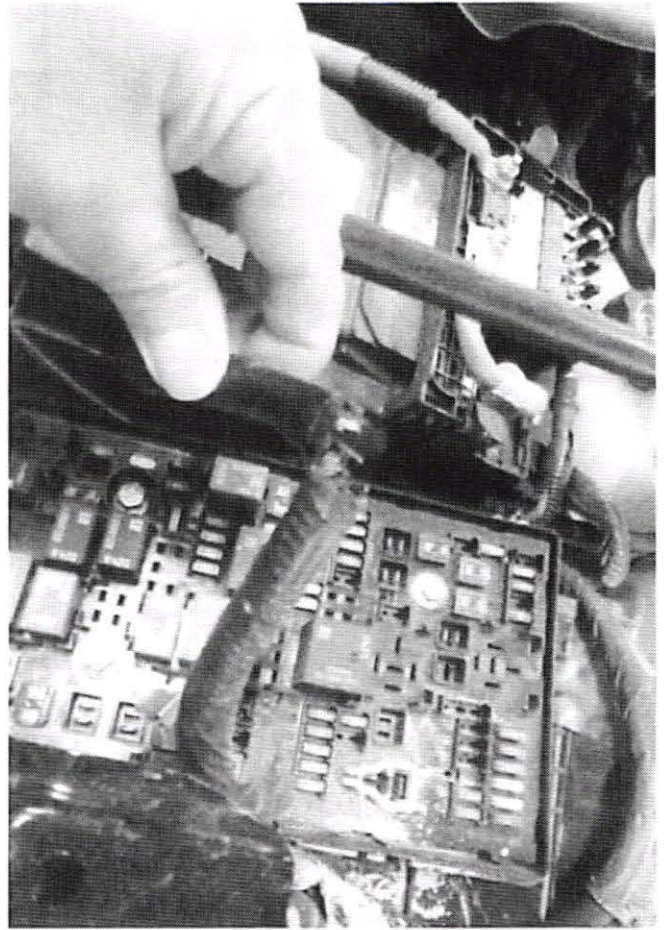


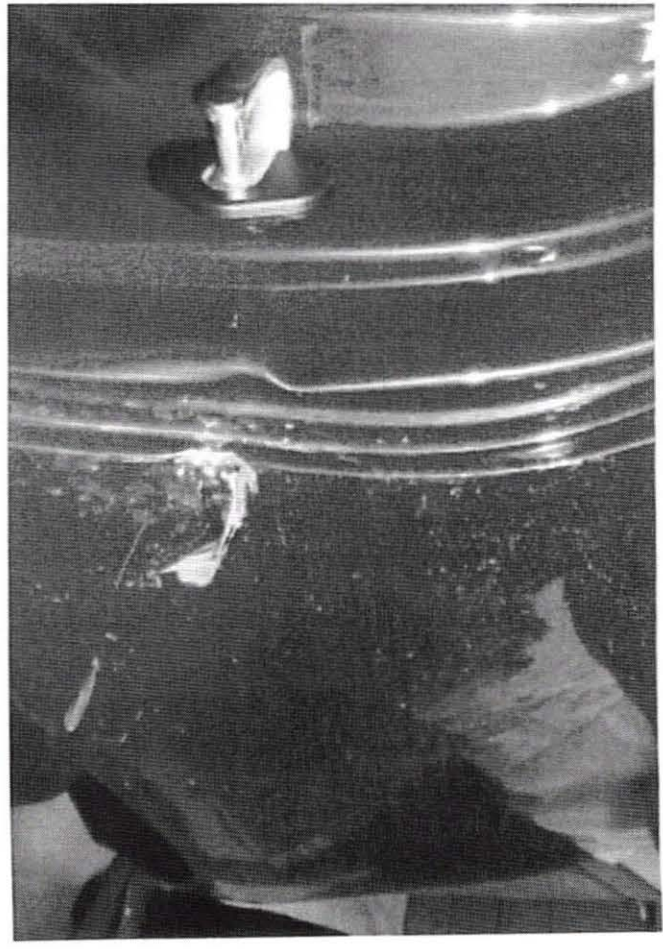
This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

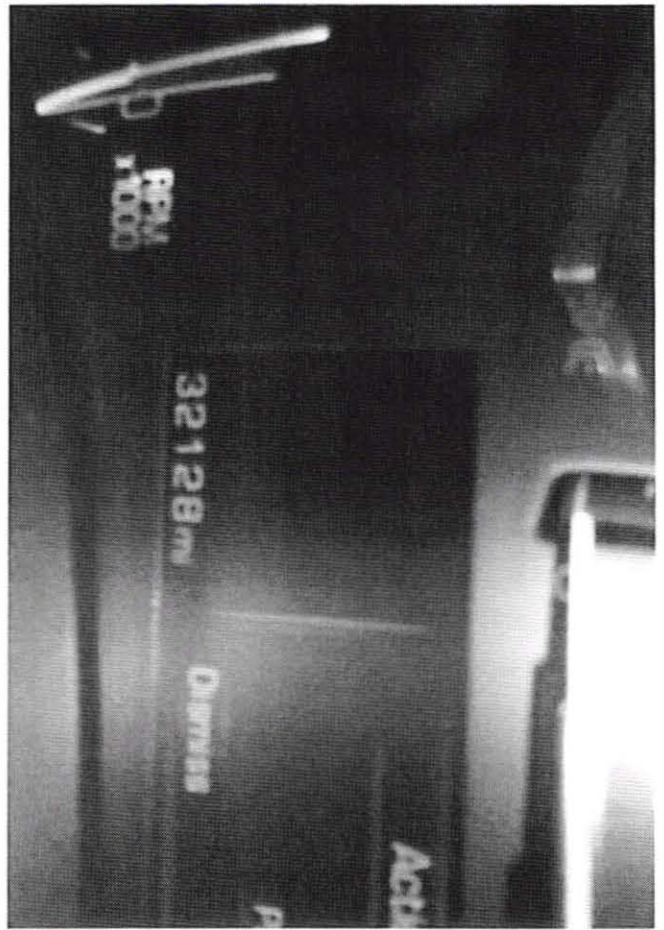
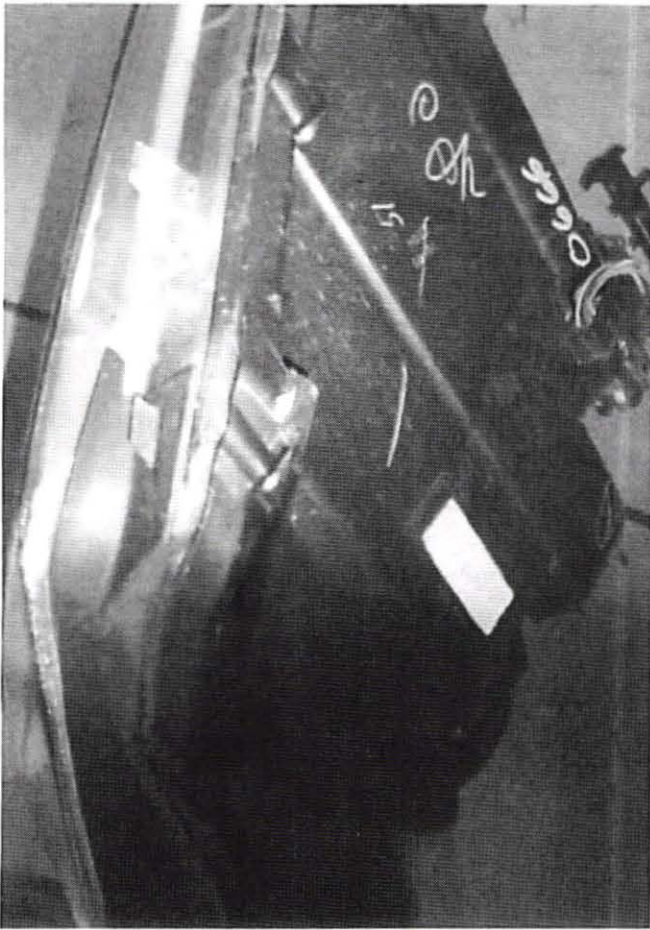
© 2017 Audatex North America, Inc.

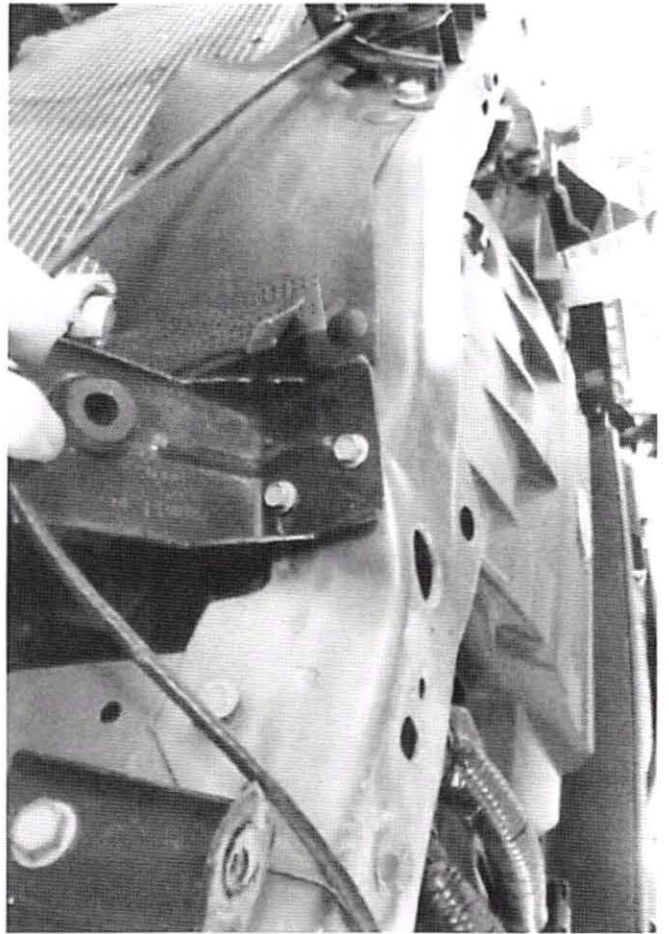
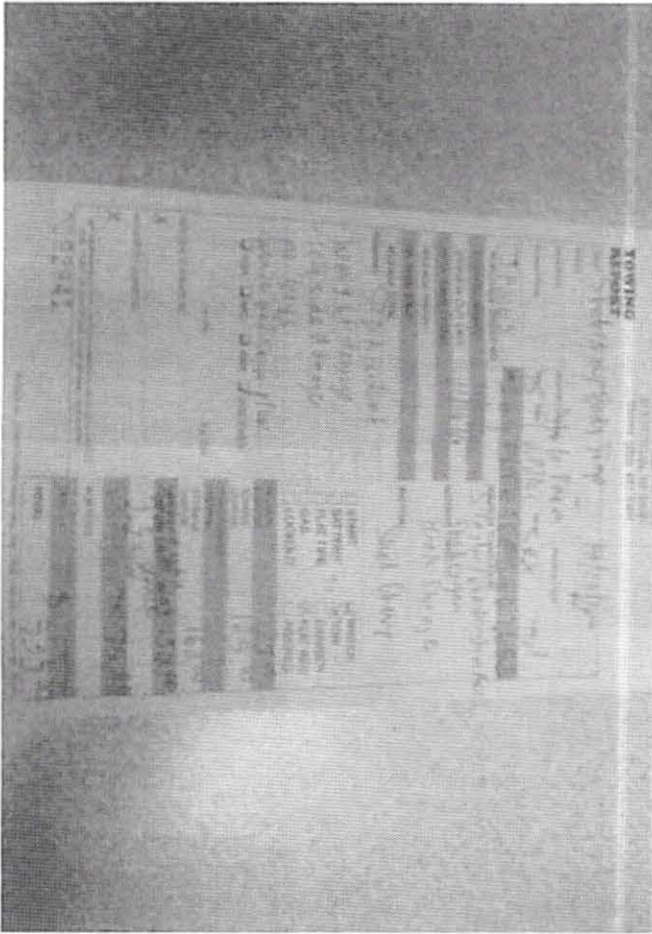
AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.

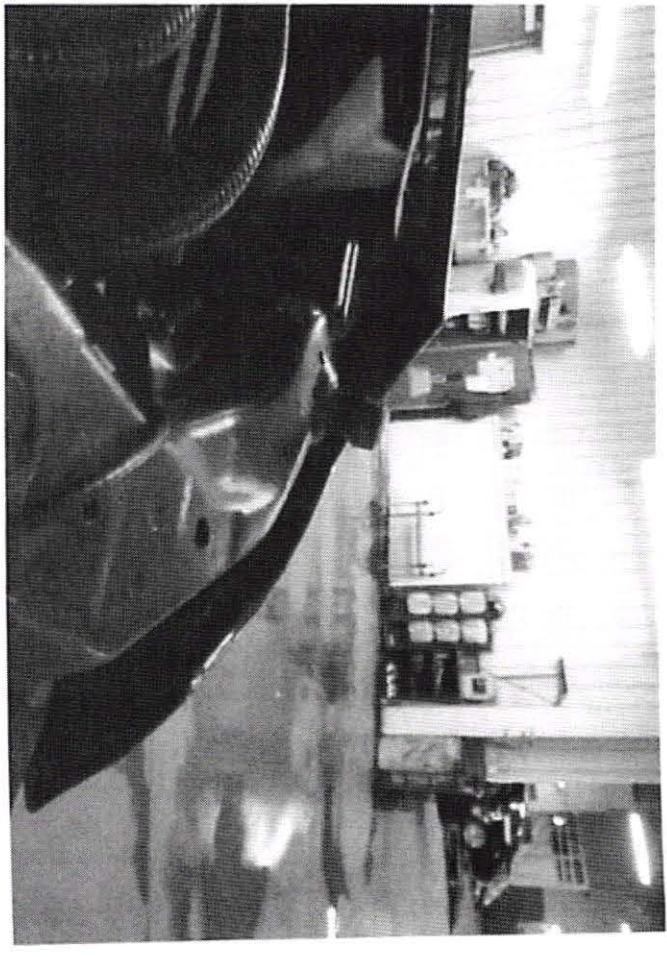
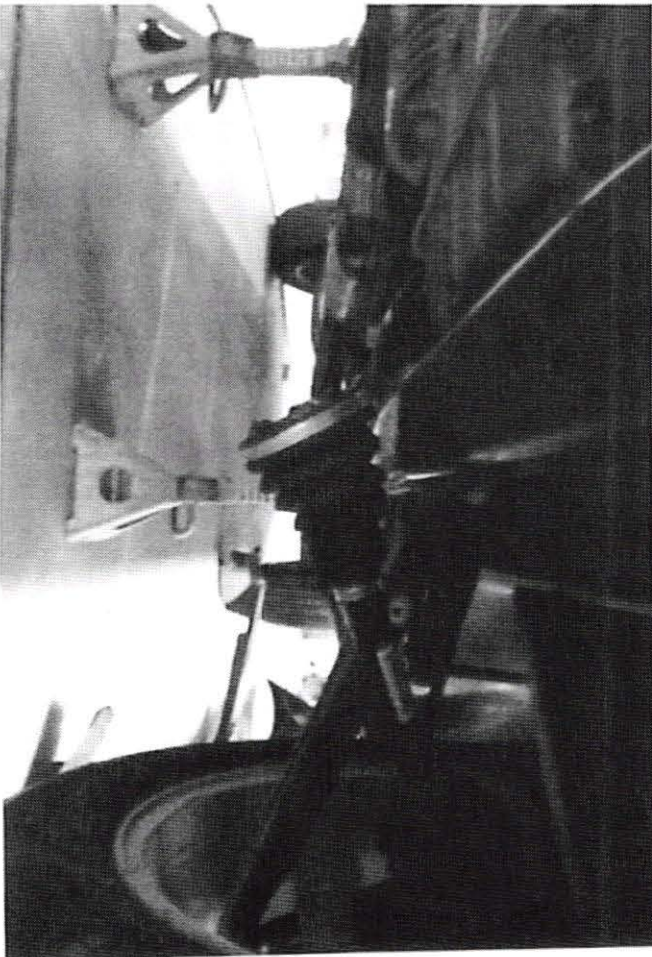
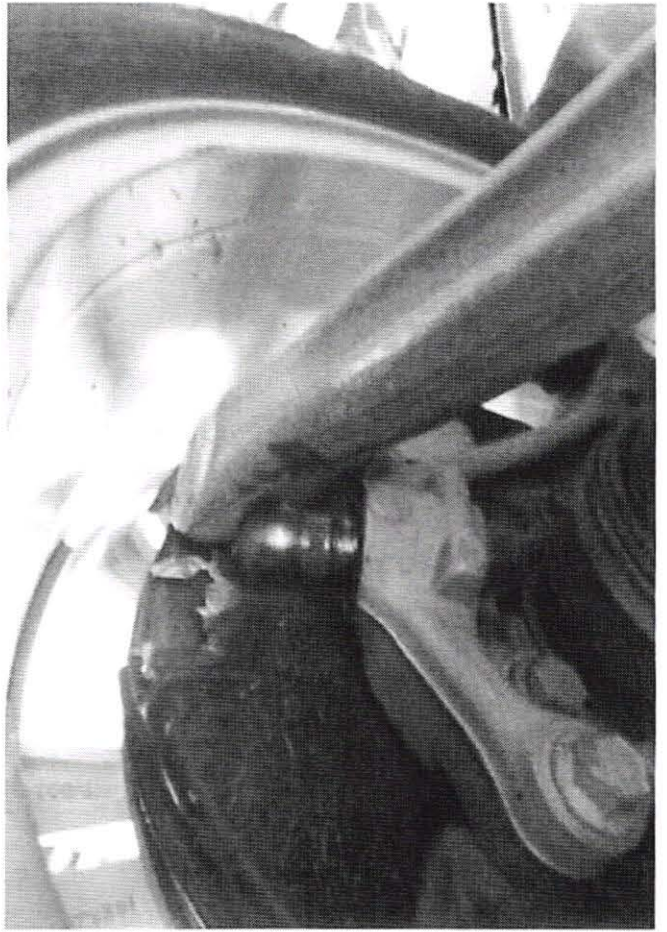
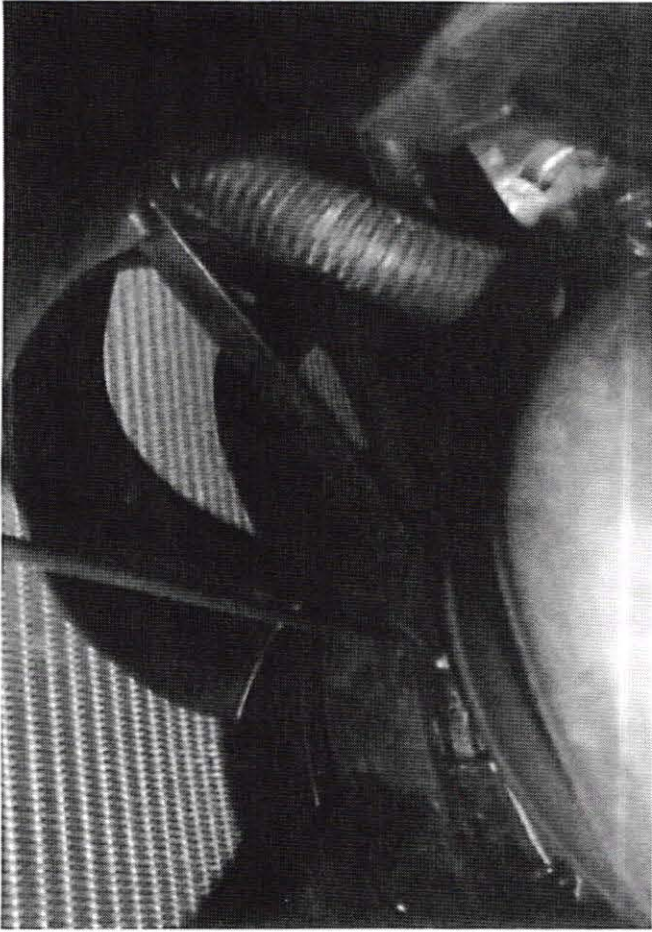


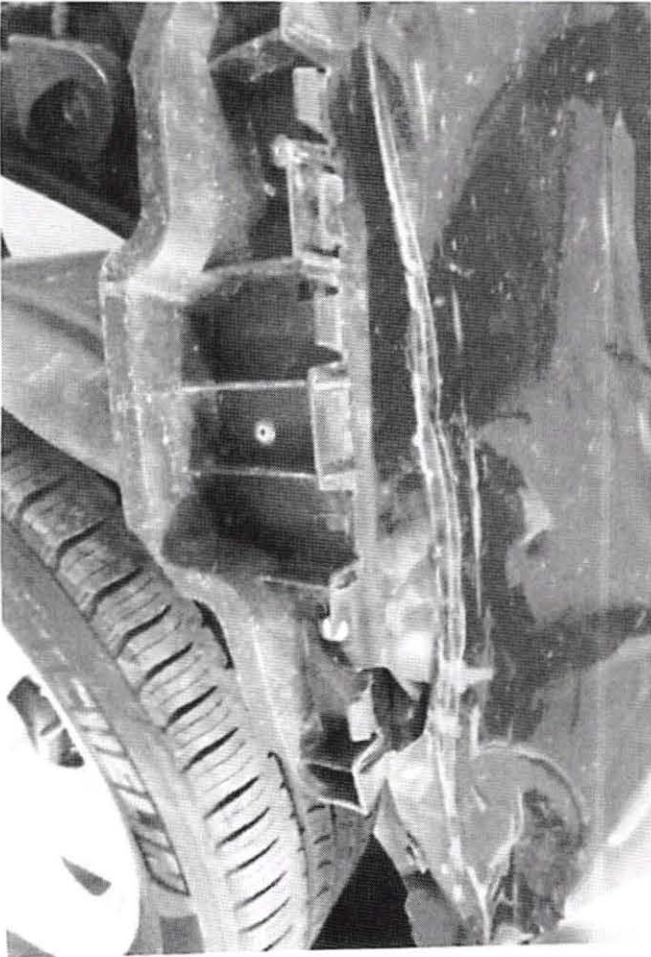
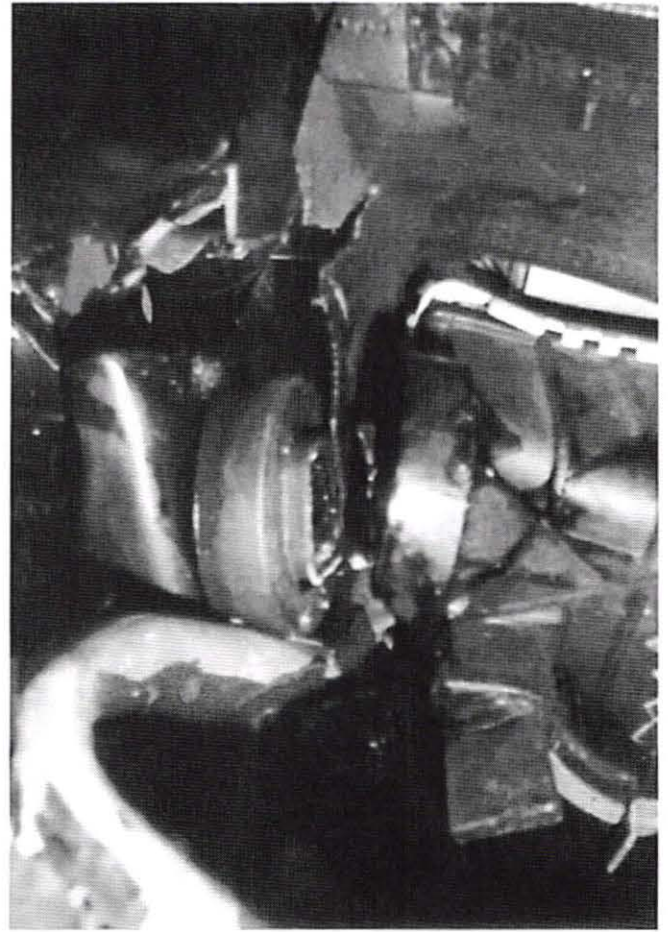
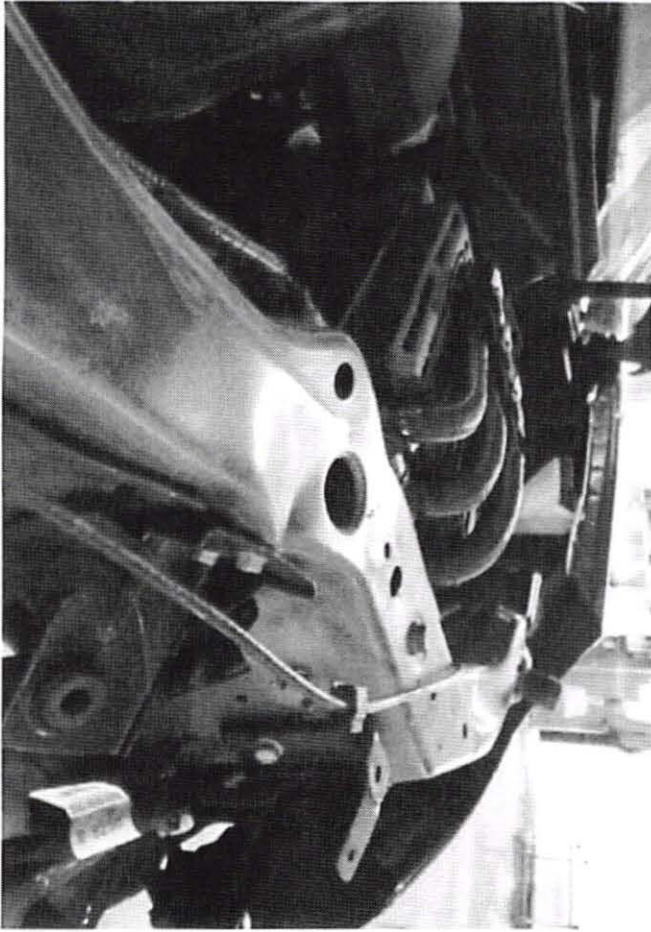


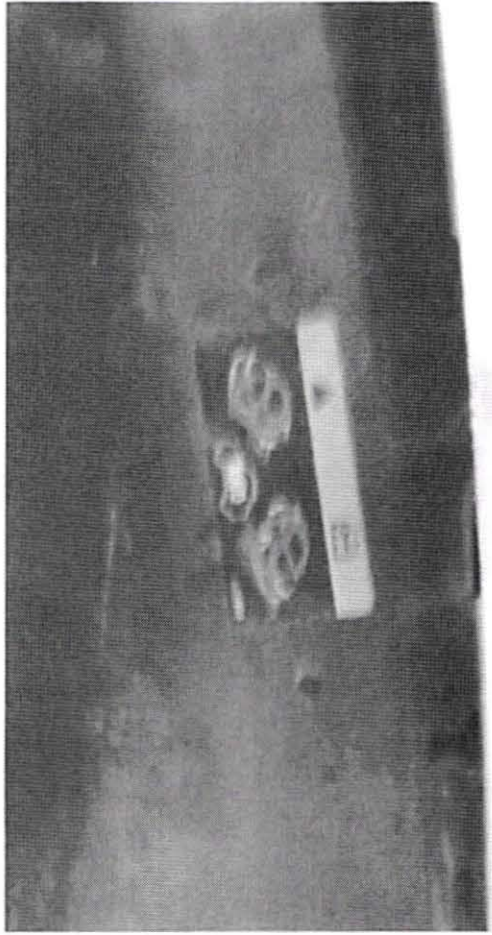
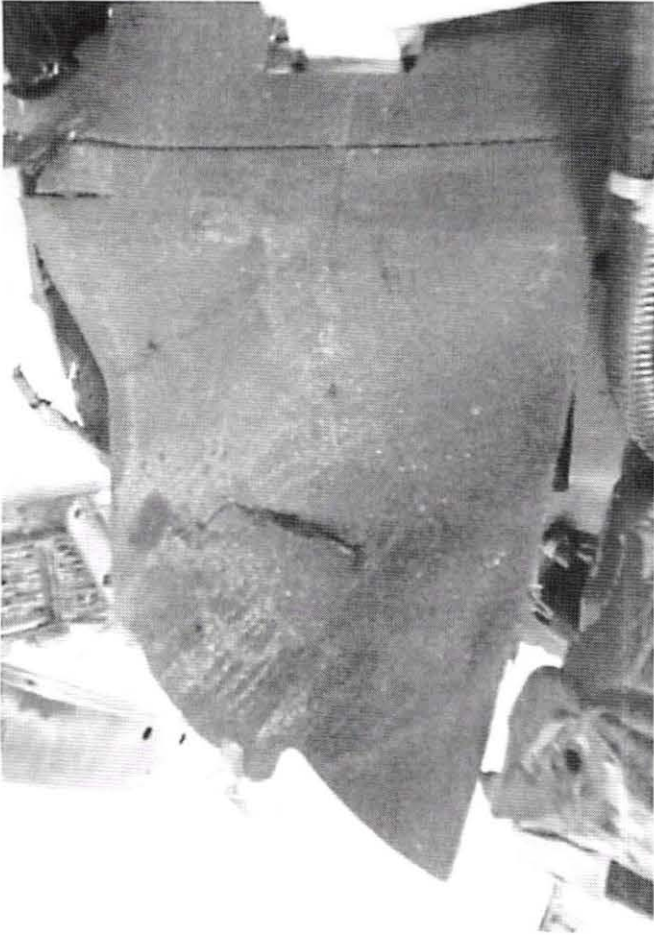


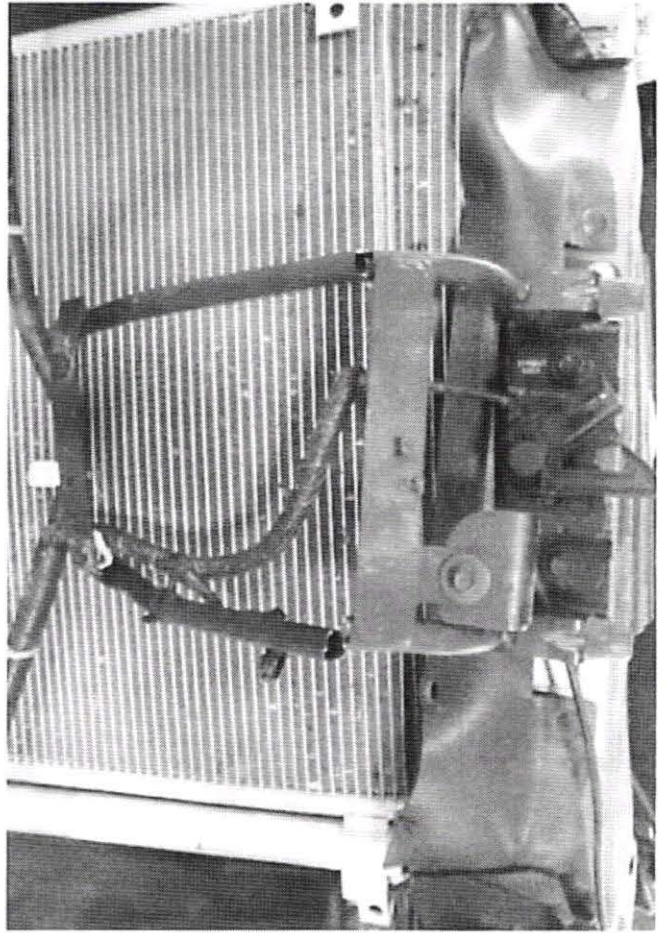


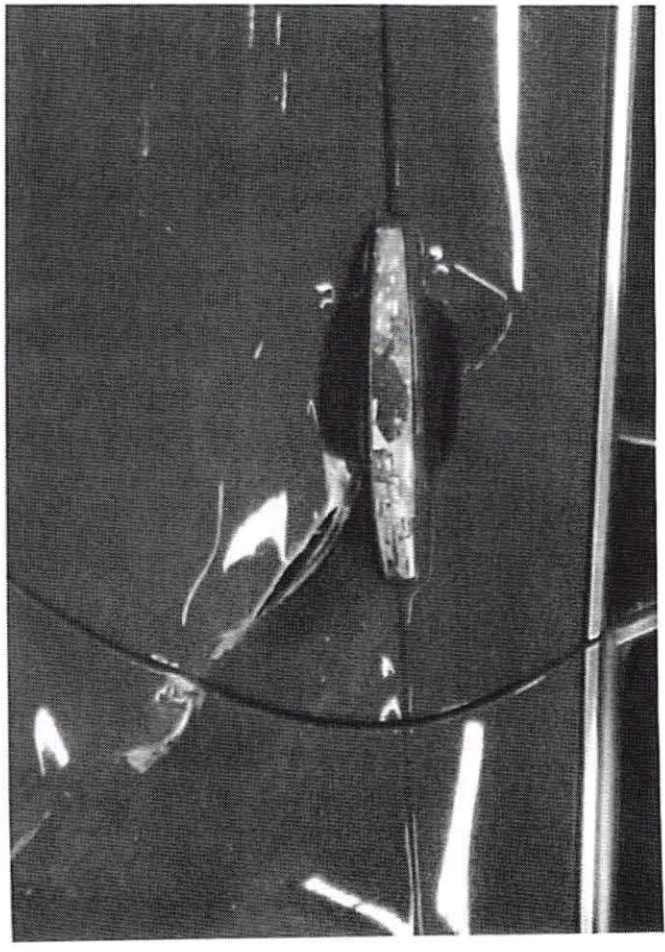


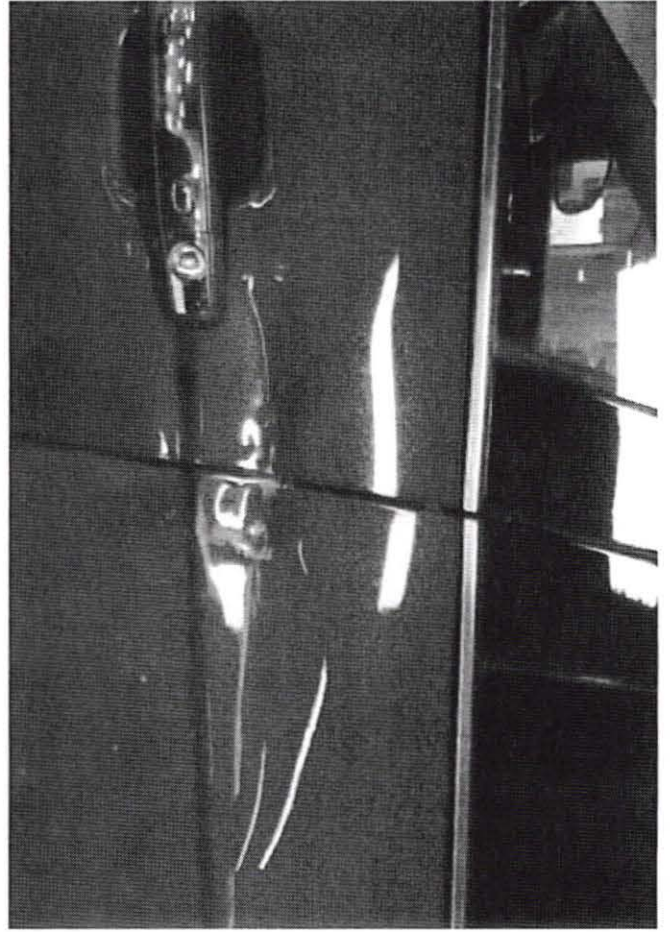
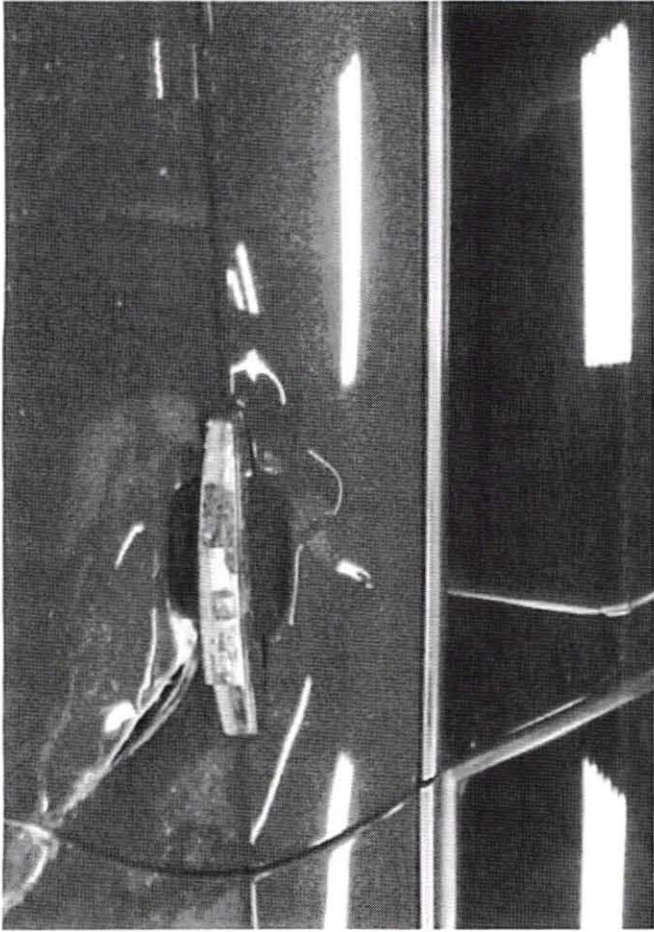


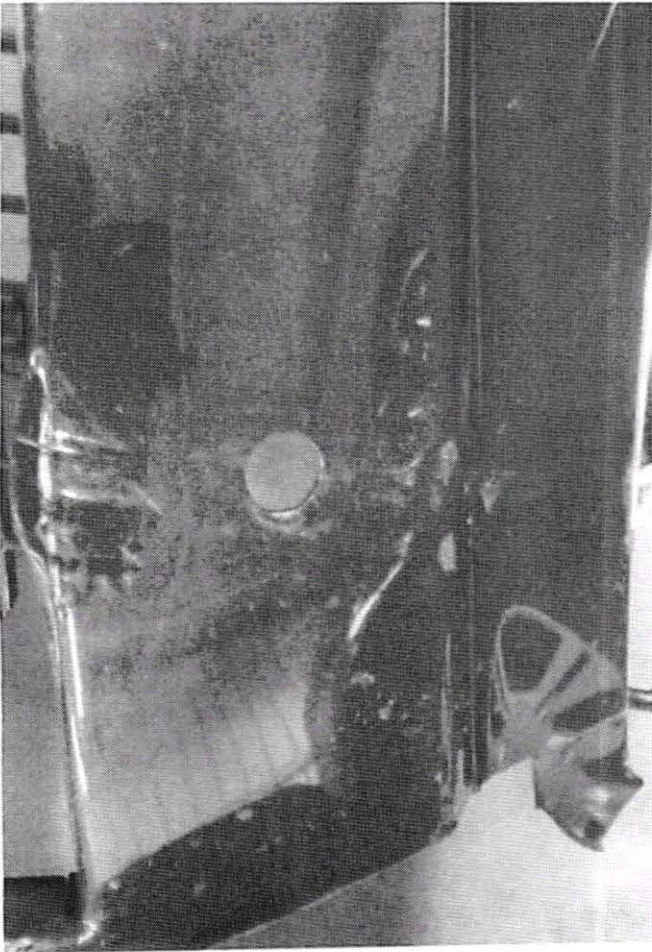
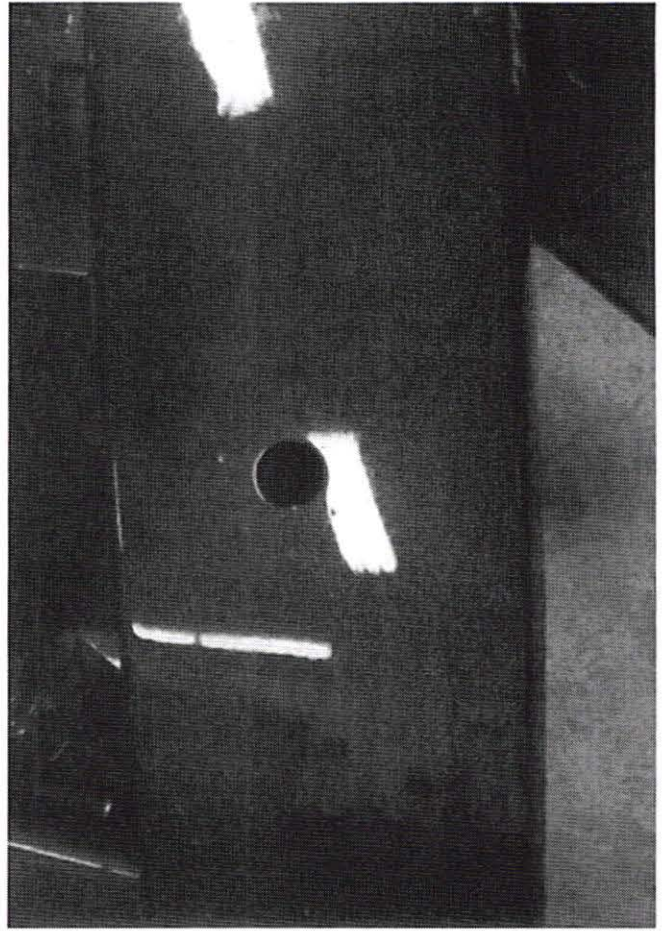
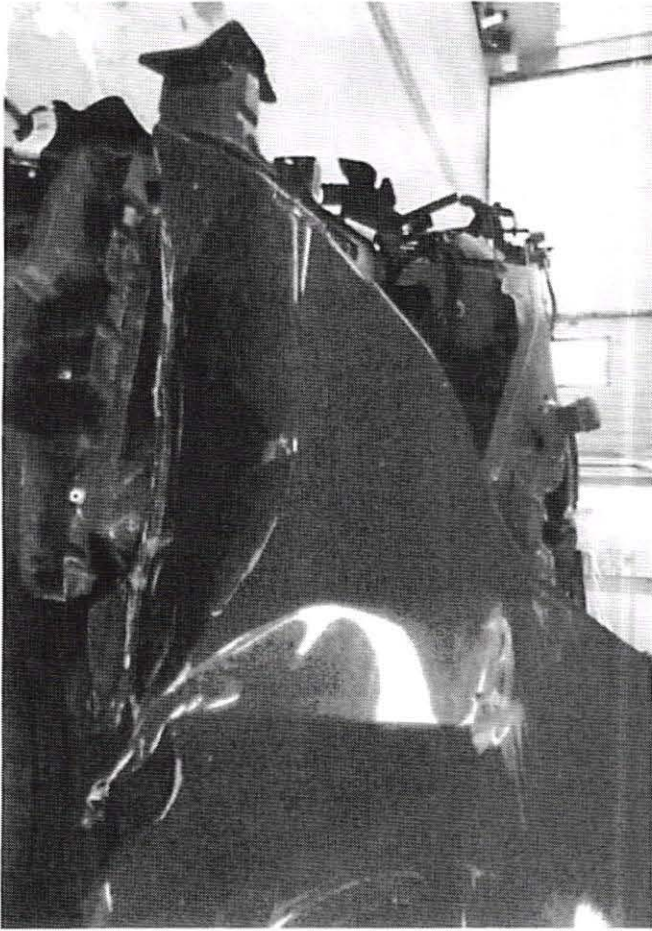


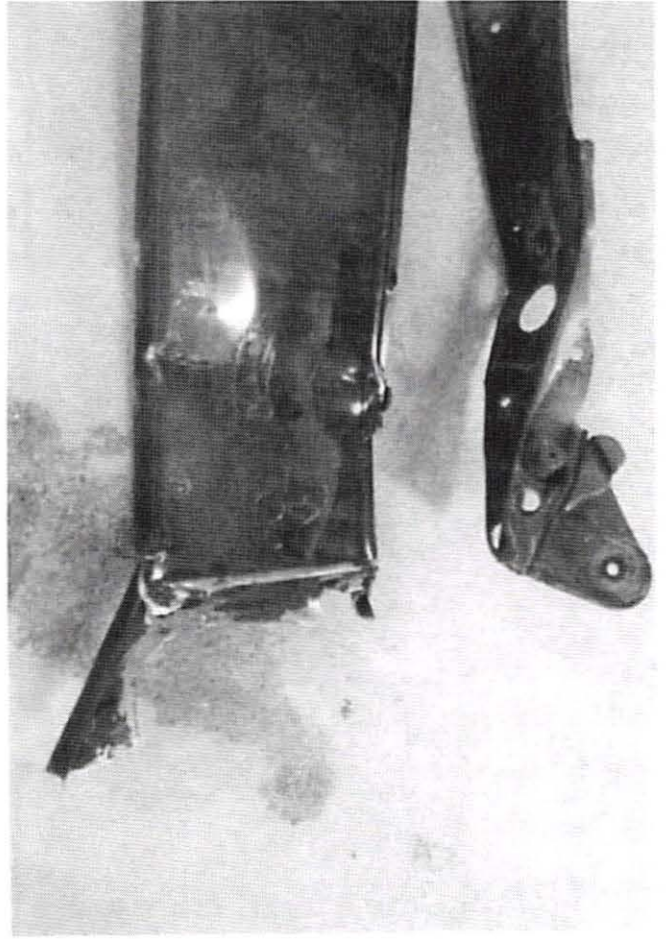
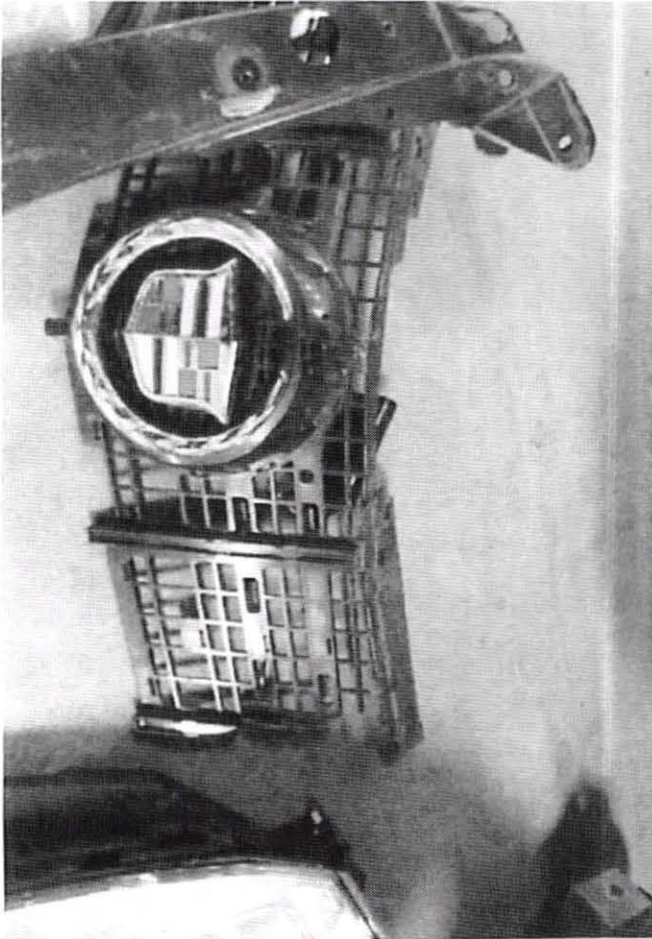
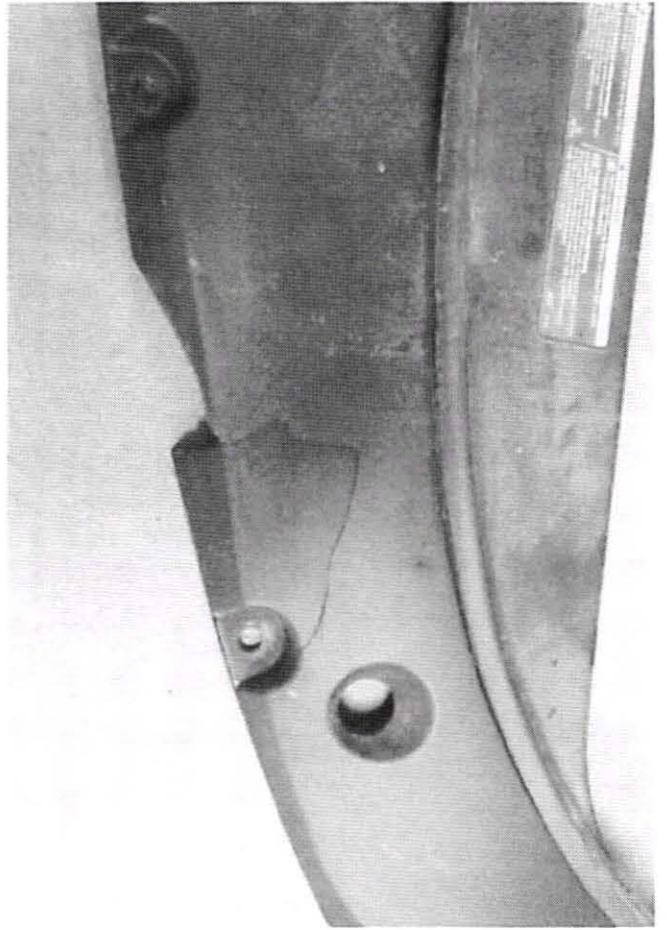


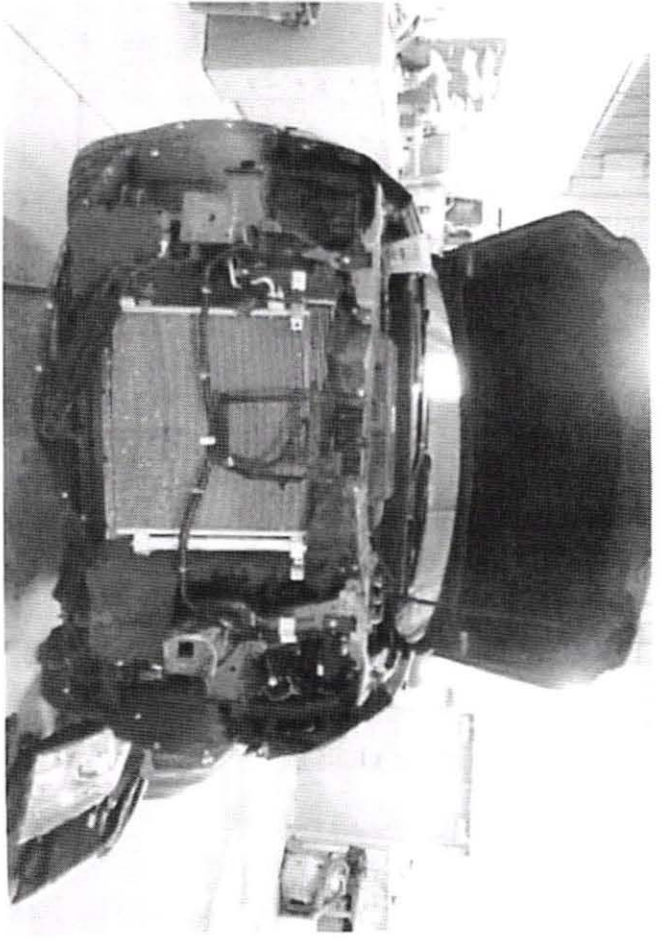
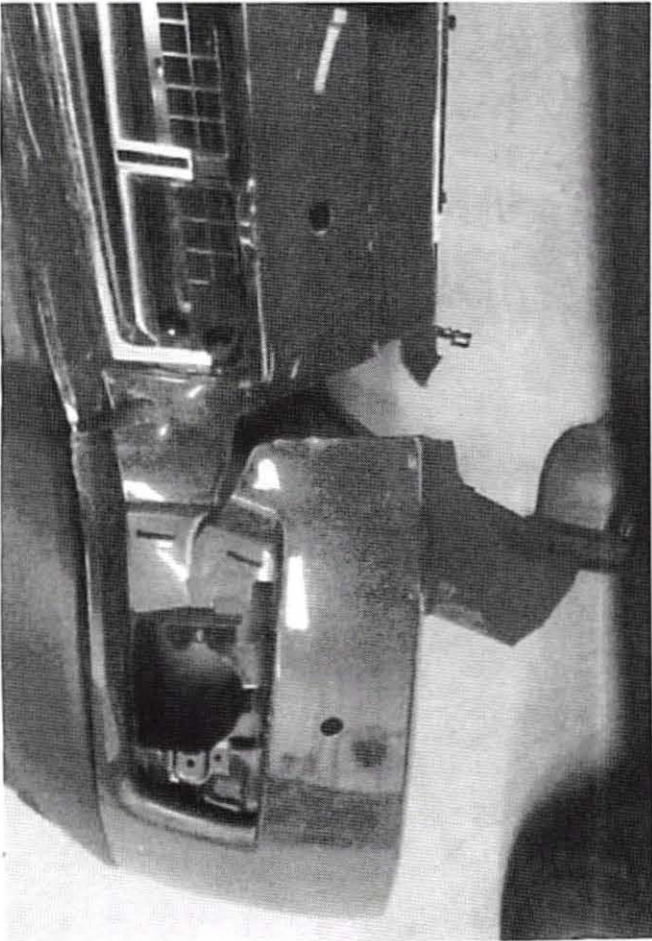
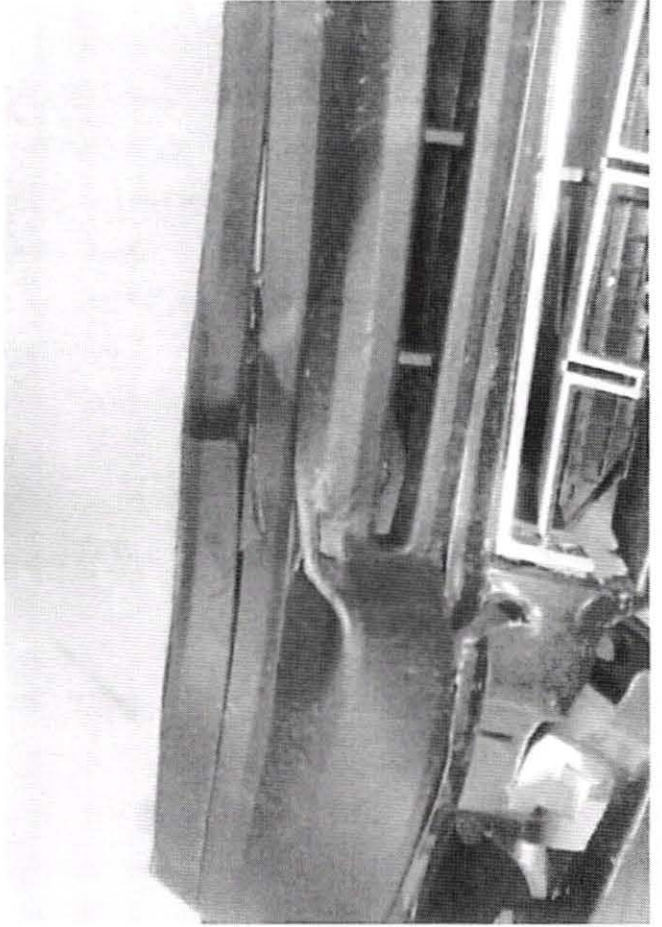
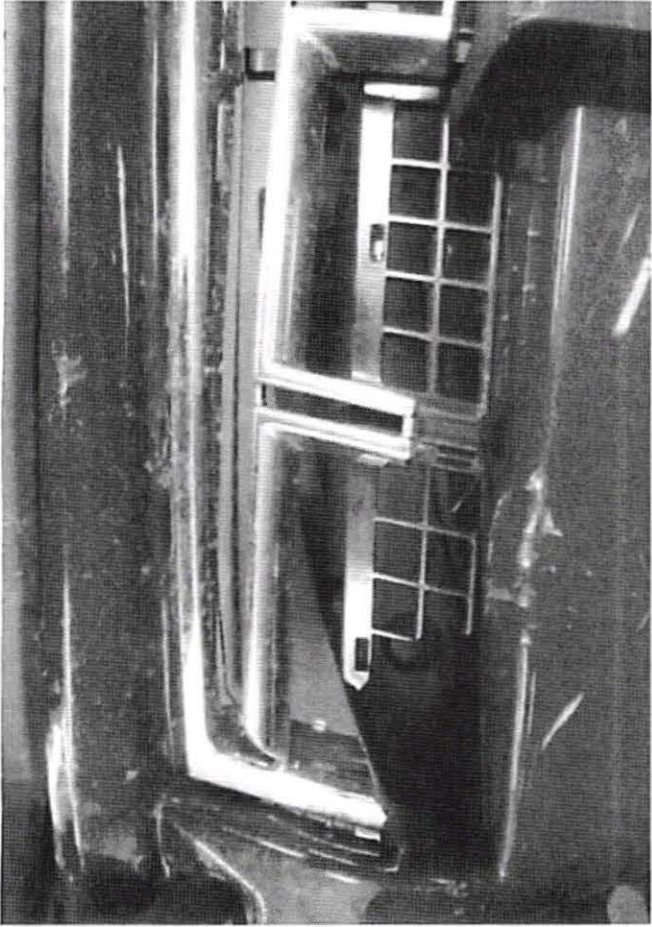


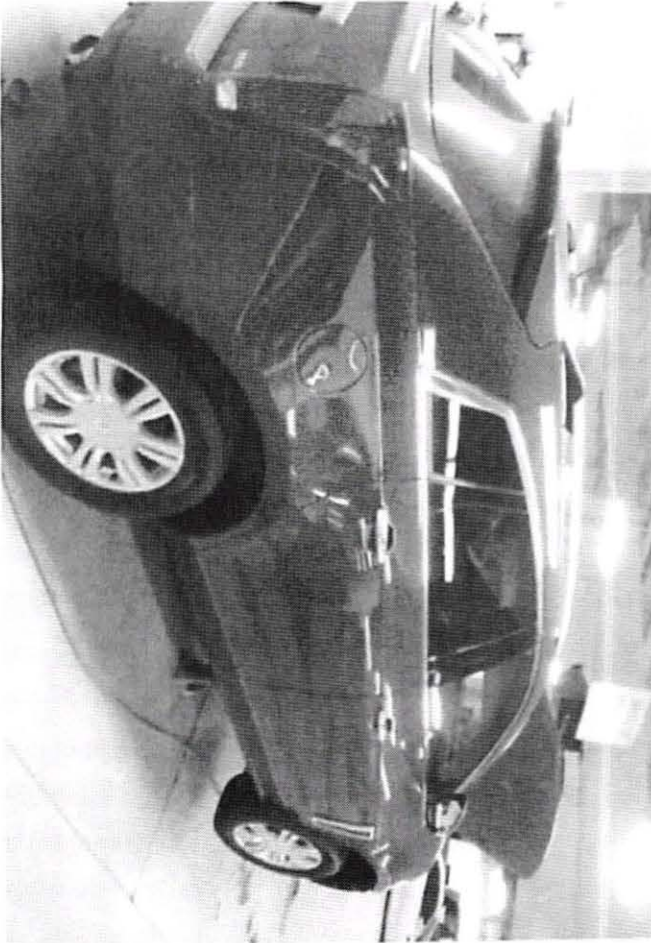
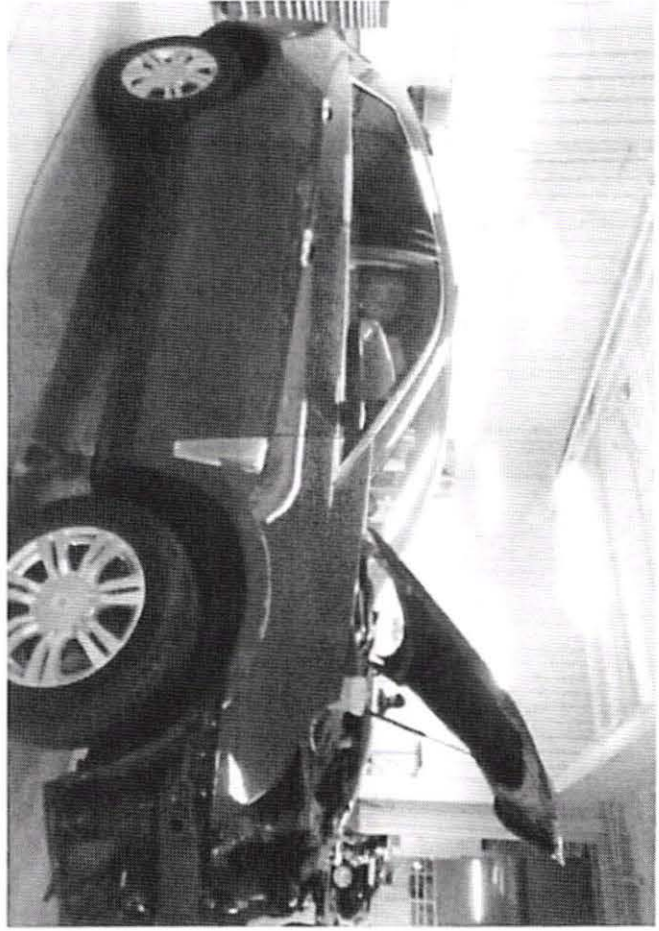














623153832

Wisconsin Motor Vehicle Accident Report MV4000s 01/2005
 PK2012 **POX6PMS**

POLICE # C16-24354

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POX6PMS		Document Override Number	
Agency Accident Number					Police Number C16-24354				
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 1951		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 69			3 - Municipality SHEBOYGAN - 61, City			11 - Accident Location Intersection			
14 - On Hwy No.		14 - On Street Name TAYLOR DR			14 - Bus/Frn/Rmp		15 - Est. Distance		15 - Hwy. Dir
16 - Frt/Al Hwy No.		16 - Frnt/Al Street Name CROSSOVER STH 28			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.717646006135			13 - Longitude -87.75786301249		
80 - First Harmful Event Motor Vehicle in Transport					83 - Manner of Collision Angle				
112 - Access Control Full Control		113 - Road Curvature Straight		113 - Road Tenah Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			115 - Road Surface Condition Snow/Slush			118 - Weather Snow			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		78 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Motor Vehicle in Transport		23 - Dir Of Travel EAST		24 - Speed Limit 25		
36 - Operating as Classified B CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle				
29 - Driver's License Number W4456528310609		30 - State WI	31 - Expiration Year 2022	34 - On Duty Accident Winter-Hwy-Maintenance				
25 - Operator/Pedestrian Last Name WILHELM			25 - First Name MARK		25 - Middle Initial L		25 - Suffix	
32 - Date Of Birth 03/26/1983		33 - Sex Male						
28 - Address Street & Number 947 DREIFUERST RD						26 - PO Box		
27 - City PLYMOUTH			27 - State WI	27 - Zip Code 53073		28 - Telephone Number		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used				
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated Not-Trapped		82 - Pedestrian Location		82 - Pedestrian Action				
118 - What Driver Was Doing RIGHT TURN			120 - Traffic Control Traffic-Signal-Operating			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors Improper-Turn								
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Unknown					
90 - Alcohol Test Test Not Given			90 - Alcohol Content		91 - Drug Test Test Not Given			
91 - Drugs Reported								

OPERATOR/PEDESTRIAN 01

623153832

Wisconsin Motor Vehicle P0X6PMS
Accident Report MV4000e 01/2005
 PK2012

Page 2 of 6

124 - Highway Factors Not-Applicable

Vehicle

VEHICLE 01	21 - Unit Type Truck	Vehicle Type Snow-Plow				22 - Total Occupants 1
	56 - License Plate Number 94487	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FVHG3DV3GHHCB324	
	50 - Year 2016	51 - Make FRHT	52 - Model 114SD	53 - Body Style ST - STAKE TRUCK	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage None					
	95 - Extent Of Damage None	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number
	45 - Date Of Birth					

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF SHEBOYGAN				

School Bus

BUS 01	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

O2	Unit Status		61 - Most Harmful Event Collision With Motor Vehicle In Transport		23 - Dir Of Travel NORTH	24 - Speed Limit 25	
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
	29 - Driver's License Number A4621796927100		30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident		
	25 - Operator/Pedestrian Last Name ALLENSWORTH		25 - First Name DANIEL		25 - Middle Initial W	25 - Suffix	
	32 - Date Of Birth 07/31/1969		33 - Sex Male				
	26 - Address Street & Number 4822 FERDALE CT				26 - PO Box		
	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081		28 - Telephone Number (820) 208-6366 Ext.	

623153832

Wisconsin Motor Vehicle Accident Report P0X6PMS
 MV4000s 01/2005
 PK2012

OPERATOR/PEDESTRIAN	39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)			40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used		
	38 - Injury Severity N - No Apparent Injury		41 - Airbag Deployed	42 - Ejected Not-Ejected	44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location	92 - Pedestrian Action		
	119 - What Driver Was Doing GOING STRAIGHT		120 - Traffic Control Traffic-Signal-Operating		92 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors Speed-Too-Fast-for-Conditions					
	88 - Driver or Pedestrian Cond Appeared Normal		89 - Substance Presence Unknown			
	90 - Alcohol Test Test Not Given		90 - Alcohol Content		91 - Drug Test Test Not Given	
	91 - Drugs Reported					
	124 - Highway Factors Snow,-Ice,-or-Wet					

Vehicle

VEHICLE 02	21 - Unit Type Automobile			Vehicle Type Passenger-Car			22 - Total Occupants 2	
	56 - License Plate Number FF8163		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number JGYFNEE38F5661682		
	50 - Year 2015	51 - Make CADI	52 - Model SRX LUXURY	53 - Body Style LL - CARRYALL	54 - Color RED	100 - Skidmarks to Impact (Ft)		
	94 - Vehicle Damage Front							
	95 - Extent Of Damage Very-Severe		<input checked="" type="checkbox"/> 96 Vehicle Towed Due To Damage			97 - Vehicle Removed By		
	123 - Vehicle Factors Not-Applicable							

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator						
	46 - Vehicle Owner Last Name ALLENSWORTH		46 - First Name DANIEL		46 - Middle Initial W	46 - Suffix	Date Of Birth 07/31/1989
	46 - Company Name						
	47 - Address Street & Number 4822 FERNDAL CT				47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number (920) 208-6366 Ext.	

Insurance

02	63 - Liability Insurance Company STATE-FARM			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name ALLENSWORTH			61 - Policy Holder First Name DANIEL		
	61 - Policy Holder Company					

623153832

Wisconsin Motor Vehicle P0X6PMS
Accident Report MV4000e 01/2005
 PK2012

INS	

School Bus

BUS 02	<input type="radio"/> Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Occupant

<input type="checkbox"/> Address Same As Operator					
OCCUPANT 01	65 - Unit No 02	66 - Occupant Last Name ALLENSWORTH	66 - First Name NICHOLAS	66 - Middle Initial WADE	66 - Suffix
	68 - Address Street & Number 4822 FERDALE CT		68 - PO Box		
	68 - City SHEBOYGAN		68 - State WI	68 - Zip Code 63081	
	67 - Date of Birth 02/11/1999		69 - Sex M		
	71 - Seat Position Front-Seat-Right-Side-(Train Engineer)		72 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used		
	70 - Injury Severity N - No Apparent Injury		73 - Airbag Deployed	75 - Ejected Not-Ejected	77 <input type="checkbox"/> Medical Transport
	76 - Trapped/Extricated Not-Trapped		78 - Agency Space		

Trailer

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

623153832

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005
 PK2012

Page 5 of 6

Diagram and Narrative

105 - Photo By

DIAGRAM AND NARRATIVE

STH 28

TAYLOR DR

UNIT 1 WAS NORTHBOUND IN THE LEFT TURN LANE ON TAYLOR DR APPROACHING WASHINGTON AVE. UNIT 1 MADE A RIGHT HAND TURN TO TRAVEL EASTBOUND ON WASHINGTON AVE. UNIT 1 OPERATOR STATED HE TURNED HIS RIGHT TURN SIGNAL ON. UNIT 1 OPERATOR SAID HE DID NOT SEE UNIT 2 WHILE MAKING THE TURN

UNIT 2 WAS TRAVELING NORTHBOUND ON TAYLOR DRIVE IN THE OUTSIDE LANE APPROACHING STH 28. UNIT 2 OPERATOR SAID HE SAW UNIT 1 TURNING IN FRONT OF HIM. UNIT 2 SAID HE BEEPED THE HORN AND DROVE INTO THE SNOW BANK TO TRY AND AVOID UNIT 1. UNIT 2 OPERATOR SAID DUE TO THE SNOWY CONDITIONS AND HIS TRAVEL SPEED HE WAS NOT ABLE TO STOP BEFORE STRIKING UNIT 1.

Officer Information

OFFICER INFORMATION	125 - Officer Last Name RAKOW		125 - First Name MATTHEW		125 - Middle Initial		131 - Officer ID C440M		
	126 - Law Enforcement Agency No. 5961			130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT					
	128 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST								
	127 - City SHEBOYGAN			127 - State WI		127 - Zip Code 53081		129 - Telephone Number (920) 459-3333 Ext.	
	132 - Date Notified 12/23/2016		133 - Time Notified (Military Time) 1954		134 - Time Arrived (Military Time) 1954		135 - Date Of Report 12/31/2016		
				C16-24354		19 - Special Study			
	18 - Agency Space SQUAD 14								

Truck and Bus

136 - A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR		136 - Any vehicle displaying a hazardous materials placard <input type="checkbox"/>	
136			

623153832

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 **P0X6PMS**
PK2012

TRUCK/BUS 01	<input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver					
	135 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 <input checked="" type="checkbox"/> One or more vehicles towed from the scene due to disabling damage	
	Unit Number 01					
	137 - Hazardous Materials Class Number:					
	137 - Hazardous Materials "UN" Nos.		HazMat Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>	
	137 - Name Of Hazardous Materials In this Load NO			137 - Name Of Hazardous Materials Released NO		
	138 Interstate Carrier <input type="checkbox"/>		140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.
	141 - Source Driver					
	139 - Carrier Name CITY OF SHEBOYGAN					
	142 - Carrier Address 828 CENTER AVE # 205				City SHEBOYGAN	State WI
				Zip Code 53081		
143 - GVWR (Lbs)		144 - Total No. of Axles		145 - Vehicle Configuration Single-Unit-Vehicle		
				147 - Cargo Body Type Dump		
146 - First Event Collision-Involving-Motor-Vehicle-In-Transport				146 - Second Event		
146 - Third Event				146 - Fourth Event		

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. C. No. 420-16-17 is a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: May 31, 2017

MEETING DATE: June 12, 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 February 28, 2017. The claim is for \$48.48 in alleged damages to four mailboxes when a snow plow hit them.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council, Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$48.48.

ACTION REQUESTED:

Motion to recommend the Common Council file R. C. No. 420-16-17 as the claim has already been settled pursuant the authority granted by Common Council in Resolution 93-14-15.

ATTACHMENTS:

- I. R.C. No. 420-16-17
- II. R.O. No. 239-16-17

VI

5.11

R. C. No. 420- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 239-16-17 by City Clerk submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them; recommends referring to Finance of the new council.

*Finance of
new Council*

[Handwritten signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.6

R. O. No. 239 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

Finance

City Clerk

DATE RECEIVED

2-28-17

RECEIVED BY

MD

CLAIM NO.

33-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '17 PM 3:43

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: James Noel

2. Home address of Claimant: 2314 W Mark Dr

3. Home phone number: 920 459 8003

4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-25-17

6. Where did damage or injury occur? (give full description) On Street Mail boxes in front of property 2314 W Mark Dr

7. How did damage or injury occur? (give full description) Snow City Snow Plow hit the 4 mailboxes attached to single Pole with arm holding the mailboxes

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: NA

(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: NA

(b) Claimant's statement of basis for such liability: NA

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").

2 mailboxes were damaged and Support Arm broken

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

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

Auto: \$ _____

Property: \$ 48.48

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 48.48

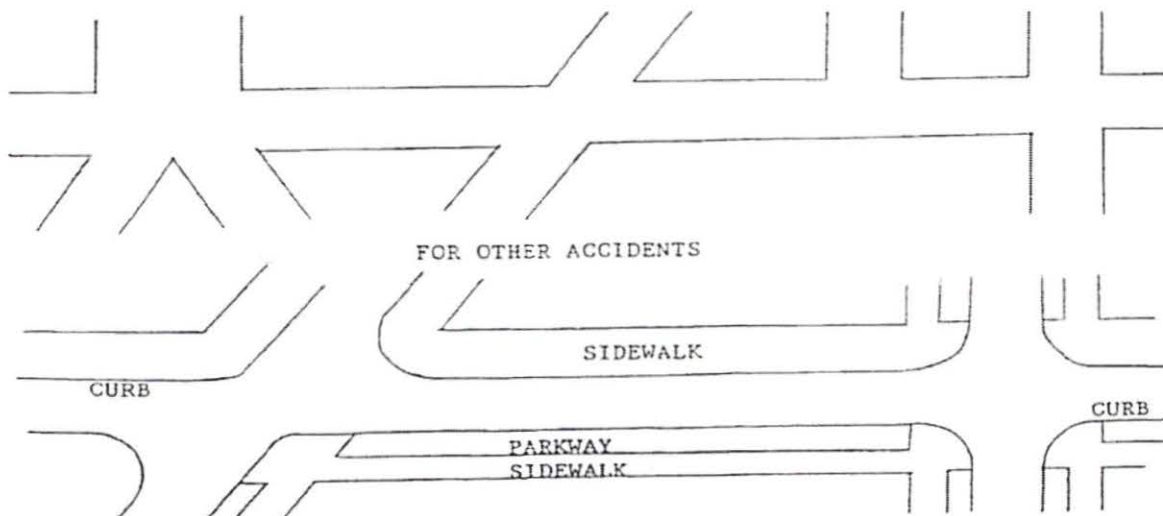
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT James J. Noel DATE 2-28-17

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 3316

CLAIM

Claimant's Name: James Noel

Auto \$ _____

Claimant's Address: 2314 W Mark Dr

Property \$ 48.48

Sheboygan WI 53083

Personal Injury \$ _____

Claimant's Phone No. 920 459 8003

Other (Specify below) \$ _____

TOTAL \$ 48.48

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 \$ 48.48.

SIGNED James J Noel

DATE: 2-28-17

ADDRESS: 2314 West Mark Dr Sheboygan WI 53083

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

2313 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

ELITE POST MOUNT STANDAR	
2156925	14.49
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD #3	
2153984 2 @0.29	0.58
1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "H"	
2154129	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
1-1/2" GOLD LETTER "R"	
2154226	0.29
1-1/2" GOLD LETTER "A"	
2154051	0.29
1-1/2" GOLD LETTER "T"	
2154242	0.29
1-1/2" GOLD LETTER "Y"	
2154297	0.29
TOTAL	17.39
TAX SHEBOYGAN-WI 5.5%	0.96
TOTAL SALE	18.35
Visa Credit 9956	18.35
Auth Code:115292	
Sale Transaction	

2314 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "N"	
2154187	0.29
1-1/2" GOLD #4	
2153997	0.29
1-1/2" GOLD #3	
2153984	0.29
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD LETTER "O"	
2154190	0.29
1-1/2" GOLD LETTER "L"	
2154161	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
ELITE POST MOUNT STANDAR	
2156922	14.49
TOTAL	16.81
TAX SHEBOYGAN-WI 5.5%	0.92
TOTAL SALE	17.73
CASH	20.00
CHANGE	2.27-
TOTAL NUMBER OF ITEMS = 0	

2307 W Mark



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale transaction

10X2-1/2" GRK R4 80PK	
2300225	9.66
2X8-3" SPF	
1021867	3.09
TOTAL	11.75
TAX SHEBOYGAN-WI 5.5%	0.65
TOTAL SALE	12.40
CASH	20.00
CHANGE	7.60-
TOTAL NUMBER OF ITEMS = 2	
THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:	
6717	

Now Hiring

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. No. 423-16-17 is a claim from Thana Frank for alleged damages to her property at 1730 N. 38th Street.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: May 30, 2017

MEETING DATE: June 12, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The claim was received on March 30, 2017. The claim is for \$165.00 in alleged damages to at her residence when a Shoreline Metro bus slid off the road and came to rest in the ditch.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council, Resolution No. 93-14-15, the City of Sheboygan has settled the claim. Sheboygan Metro has made the necessary repairs to the property.

ACTION REQUESTED:

Motion to recommend the Common Council file R.C. No. 423-16-17 as the claim has already been settled pursuant the authority granted by Common Council in Resolution No. 93-14-15.

ATTACHMENTS:

- I. R.C. No. 423-16-17
- II. R.O. No. 280-16-17

VI

5.14

R. C. No. 423- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 280-16-17 by City Clerk submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road; recommends referring to Finance of the new council.

*Finance of
the new Council*



Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 280 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road.

City Clerk

Finance

DATE RECEIVED 3-30-17

RECEIVED BY MD MAR 30 '17 AM 11:05

CLAIM NO. 34-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Thana Frank
- 2. Home address of Claimant: 1730 N. 38th Street Sheboygan WI 53081
- 3. Home phone number: 920-207-0685
- 4. Business address and phone number of Claimant: Aurora Sheboygan Clinic
2414 Kohler Memorial Dr. Sheboygan WI 53081 920-457-4461 ext. 1826
- 5. When did damage or injury occur? (date, time of day) Wednesday, March 1, 2017, morning
- 6. Where did damage or injury occur? (give full description) Shoreline Metro
slid off into our ditch, and caused significant ruts in
our grass and ditch. Deep, long ruts. Torn up our grass.
- 7. How did damage or injury occur? (give full description) Shoreline Metro
bus slid off the road, causing damage to our ditch.
Pulling out the bus via tow truck caused more
significant ruts. Torn up our grass.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: n/A
 - (b) Claimant's statement of the basis of such liability: n/A
n/A
n/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: n/A
n/A
 - (b) Claimant's statement of basis for such liability: n/A
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").

Property damage to our ditch, significant ruts and
torn up grass. No injuries.

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

n/A

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

Auto: \$ n/A

Property: \$ 165.00

Personal injury: \$ n/A

Other: (Specify below) \$ n/A

TOTAL \$ 165.00

Damaged vehicle (if applicable)

Make: n/A Model: n/A Year: n/A Mileage: n/A

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

n/A

n/A

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

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

n/A

SIGNATURE OF CLAIMANT



DATE 03-08-17

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

MAR 30 '17 AM 11:05

CLAIM NO. 3416

CLAIM

Claimant's Name:	<u>Thana Frank</u>	Auto	\$ <u>n/A</u>
Claimant's Address:	<u>1730 N. 38th Street</u>	Property	\$ <u>165.00</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>n/A</u>
Claimant's Phone No.	<u>920-207-0685</u>	Other (Specify below)	\$ <u>n/A</u>
		TOTAL	\$ <u>165.00</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 \$ 165.00.

SIGNED *Thana Frank* DATE: 03-08-17

ADDRESS: 1730 N. 38th Street Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

1730 N 38th Street
Sheboygan, WI 53081

Dear Resident:

On Wednesday, March 1, 2017, a Metro Connection bus was involved in an incident at your residence. The bus slid off the roadway during a snowstorm and may have caused some damage to your property. I was able to take pictures of the area for our record on the afternoon of March 2, 2017.

If you feel the damage to your property was the result of the aforementioned incident, you have the right to file a claim with the City of Sheboygan. Shoreline Metro is owned and operated by the City of Sheboygan. All claims must be received by the Clerk's Office at City Hall in Sheboygan. For more information on filing a claim, please visit their office on the first floor of City Hall or contact them at (920) 459-3361.

Sincerely,



Derek Muench
Director of Transit & Parking
City of Sheboygan
(920) 459-3140



Thana Frank <thanaagnes@gmail.com>

Landscape Estimate

1 message

Superior Lawn & Garden <Superiorlawnandgarden@excel.net>
To: thanaagnes@gmail.com

Thu, Mar 16, 2017 at 9:03 AM

Hello Thana,

The estimate would be as follows:

Place pulverized topsoil in ditch area
Seed, fertilize, and cover

Total: \$165.00 + Tax

Please let us know how you wish to proceed!

Thanks,
John

Superior Lawn and Garden Center, LLC
6510 Superior Ave.
Kohler, WI 53044

Phone #: (920) 467-2031
Fax #: (920) 467-3988
Email: superiorlawnandgarden@excel.net

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 24-17-18 is a claim from Collin Gerk for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: June 1, 2017

MEETING DATE: June 12, 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 May 10, 2017. The claim is for \$168.17 in alleged damages to Mr. Gerk's vehicle which was struck by a snow plow.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council, Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$168.17.

ACTION REQUESTED:

Motion to recommend the Common Council file R.O. No. 24-17-18 as the claim has already been settled pursuant the authority granted by Common Council in Resolution No. 3-14-15.

ATTACHMENTS:

- I. R.O. No. 24-17-18

II

4.11

R. O. No. 24-17-18. By CITY CLERK. May 15, 2017.

Submitting a claim from Collin Gerk for alleged damages to his car when a snow plow hit his vehicle on Erie Ave. and knocked off the driver side rearview mirror.

Finance/Personnel

City Clerk

DATE RECEIVED 5-10-17

RECEIVED BY MD

CLAIM NO. 03-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 10 '17 AM 11:11

- 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: Collin Gerck

2. Home address of Claimant: 90 Lake Court apt A.

3. Home phone number: 920 207 7992

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/25/2017 @ 8:

6. Where did damage or injury occur? (give full description) on 4th and Erie Ave on the North side of Erie Ave

7. How did damage or injury occur? (give full description) A City Snow plow Driver Hit my Jeep and Completely Knocked my Driver Side Rear View Mirror

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: John Rupnick

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

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

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

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

RECEIVED BY

DATE RECEIVED

CLAIM NO.

CITY OF BIRMINGHAM NOTICE OF DAMAGE TO PROPERTY

INSTRUCTIONS: TYPE OR PRINT IN BLOCK LETTERS

1. Name of person to whom this notice is being sent or person to whom it should be sent if the person named is deceased. If the person named is deceased, the name of the person to whom it should be sent should be given.

2. TWO COPIES OF THIS NOTICE MUST BE ATTACHED TO YOUR CLAIM FOR DAMAGE TO A BUILDING.

3. Name of building
4. Address of building
5. Location of building
6. Section address and phone number of building

7. Date of damage to building
8. Name of person or firm who caused damage to building (give full description)

9. How the damage to building occurred (give full description)
10. Name of person or firm who caused damage to building (give full description)

11. If the name of liability is alleged to be an owner or member of a firm, please give the name of the firm and the name of the person or firm who caused damage to building (give full description)

12. If the name of liability is alleged to be a dangerous condition of public property, please give the following:
(a) Name of such office or employee, if known
(b) Statement of the basis of such liability

13. If the property alleged to be dangerous:
(a) Name of person or firm who caused damage to building (give full description)
(b) Statement of the basis of such liability

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

The Drivers Side ~~mirror~~ rearview Mirror
was completely knocked off my Jeep and destroyed

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>168¹⁷</u>
Property:	\$ <u>1</u>
Personal injury:	\$ <u>1</u>
Other: (Specify below)	\$ _____
TOTAL	\$ <u>168¹⁷</u>

Damaged vehicle (if applicable)

Make: JEEP Model: Patriot Year: 2010 Mileage: 71,000

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

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

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

SIGNATURE OF CLAIMANT Collin Best DATE 5/10/17
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 5-10-17

RECEIVED BY MD

CLAIM NO. 3-17

CLAIM

Claimant's Name: Collin Z Gerks
Claimant's Address: 90 Lake Court #A
Sheboygan, WI 53081
Claimant's Phone No. 920 207 7992

Auto \$ 168.17
Property \$ 1
Personal Injury \$ 1
Other (Specify below) \$ _____
TOTAL \$ 168.17

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 \$ 168.17.

SIGNED Collin Gerks DATE: 5/10/17

ADDRESS: 90 Lake Court Apt A
Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

03/08/2017 08:30 AM

Owner

Owner: COLLIN GERK
Address: 90 LAKE CT APT A
City State Zip: Sheboygan, WI 53081

Work/Day: (920)207-7992
FAX:

Inspection

Inspection Date: 03/08/2017 08:31 AM
Primary Impact: Left Side

Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 1

Vehicle

2010 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.0
5 Speed Manual

Lic.Plate: 970XMH
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BRIGHT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PS2

Lic State: WI
VIN: 1J4NT1GAXAD638519
Mileage: 69,477
Mileage Type: Actual
Code: J7003B
Int. Color: Dark Slate Gray
Int. Refinish: Two-Stage
Int. Trim Code: B7DV

Options - AudaVIN Information Received

AM/FM CD Player
Bucket Seats
Compact Spare Tire
Head Airbags
Power Brakes

Air Conditioning
Cargo/Trunk Mat
Dual Airbags
Intermittent Wipers
Power Steering

Anti-Lock Brakes
Center Console
Halogen Headlights
MP3 Decoder
Rear Step Bumper

Rear Window Defroster
Side Airbags
 Styled Steel Wheels
 Tilt Steering Wheel
 Velour/Cloth Seats

Rear Window Wiper/Washer
 Split Folding Rear Seat
 Tachometer
 Tinted Glass

Roof Rails
 Stability Cntrl Suspensn
 Theft Deterrent System
 Traction Control System

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	229	46	Mirror,Outer R/C LT	5155457AK	\$142.00			0.3	SM
1	Items									
			MC	Message						
			46	PRINTABLE ALTERNATE PARTS COMPARE						

Estimate Total & Entries

Gross Parts		\$142.00			
Parts & Material Total			\$142.00		
Tax on Parts & Material	@ 5.500%		\$7.81		
Labor	Rate	Replace	Repair Hrs	Total Hrs	
		Hrs			
Sheet Metal (SM)	\$58.00	0.3		0.3	\$17.40
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00				
Labor Total				0.3 Hours	\$17.40
Tax on Labor	@ 5.500%				\$0.96
Gross Total					\$168.17
Net Total					\$168.17

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.035 ES 03/08/2017 08:32 AM REL 8.0.035 DT 02/01/2017 DB 03/01/2017
 © 2017 Audatex North America, Inc.

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

MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chippguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2017 Audatex North America, Inc.

AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.



Claim 3-17.

JUN 1 '17 AM 9:25

VAN HORN HYUNDAI INC
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082
3512 WILGUS ROAD
SHEBOYGAN, WI 53082

*** PRELIMINARY ESTIMATE ***

06/01/2017 08:52 AM

Owner

Owner: COLLIN GERK
Address: 90 LAKE CT APT A
City State Zip: Sheboygan, WI 53081
Work/Day: (920)207-7992
FAX:

Inspection

Inspection Date: 06/01/2017 08:51 AM
Primary Impact: Left Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:
Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: 3512 WILGUS AVENUE
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time: Days To Repair: 1

Vehicle

2010 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.0
5 Speed Manual

Lic.Plate: 970XMH
Lic Expire:
Prod Date: 08/2010
Veh Insp# :
Condition:
Ext. Color: BRIGHT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PS2
Lic State: WI
VIN: 1J4NT1GAXAD638519
Mileage: 73,051
Mileage Type: Actual
Code: J7003B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player
Bucket Seats
Compact Spare Tire
Head Airbags
Power Brakes
Rear Window Defroster
Split Folding Rear Seat
Tachometer
Tinted Glass
Air Conditioning
Cargo/Trunk Mat
Dual Airbags
Intermittent Wipers
Power Steering
Rear Window Wiper/Washer
Stability Cntrl Suspensn
Theft Deterrent System
Traction Control System
Anti-Lock Brakes
Center Console
Halogen Headlights
MP3 Decoder
Rear Step Bumper
Roof Rails
Styled Steel Wheels
Tilt Steering Wheel
Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	229		Mirror,Outer R/C LT	5155457AK	\$142.00			0.3	SM
1		Items								

Estimate Total & Entries

Gross Parts						\$142.00				
Parts & Material Total									\$142.00	
Tax on Parts & Material					@ 5.500%				\$7.81	
Labor										
				Rate	Replace	Repair Hrs			Total Hrs	
					Hrs					
Sheet Metal (SM)				\$60.00	0.3				0.3	\$18.00
Mech/Elec (ME)				\$110.00						
Frame (FR)				\$70.00						
Refinish (RF)				\$60.00						
Labor Total									0.3 Hours	\$18.00
Tax on Labor					@ 5.500%					\$0.99
Gross Total										\$168.80
Net Total										\$168.80

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
 Rate Name Default

Audatex Estimating 8.0.035 ES 06/01/2017 08:53 AM REL 8.0.035 DT 02/01/2017 DB 05/15/2017
 © 2017 Audatex North America, Inc.

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

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit

UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chippguard
AA = Appearance Allowance

PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2017 Audatex North America, Inc.
AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.

