

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Report of Officer, submitting the Finance Department Quarterly Report for the period commencing January 1, 2017 and ending March 31, 2017.

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**REPORT PREPARED BY:** Nancy Wasmer, Comptroller

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**REPORT DATE:** May 12, 2017

**MEETING DATE:** May 22, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

The quarterly financial report for all funds for the period commencing January 1, 2017 and ending March 31, 2017 is presented for information and discussion.

**STAFF COMMENTS:**

Highlights of the report are as follows:

- General Fund revenues for the 1<sup>st</sup> quarter of 2017 total \$12,189,231 representing 33.9% of the annual budget.
- General Fund expenditures for the 1<sup>st</sup> quarter of 2017 total \$8,401,784 representing 23.3% of the annual budget.
- All other Funds have revenues of \$15,620,825 for the 1<sup>st</sup> quarter of 2017, representing 22.6% of the annual budget.
- All other Funds have expenditures of \$9,400,597 for the 1<sup>st</sup> quarter of 2017, representing 14% of the annual budget.

**ACTION REQUESTED:**

Motion to recommend to Council to approve the Financial Report for the period commencing January 1, 2017 and ending March 31, 2017.

**ATTACHMENTS:**

1. Financial 1<sup>st</sup> Quarter 2017 Report

**CITY OF SHEBOYGAN  
GENERAL FUND REVENUES  
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Taxes	15,406,665	10,796,769	70.1%
Taxes (Other than Property)	1,400,930	72,118	5.1%
Licenses & Permits	902,990	229,966	25.5%
Intergovernmental Revenue	14,467,776	495,498	3.4%
Charges for Services	1,502,760	337,460	22.5%
Fines and Forfeits	284,850	179,536	63.0%
Interest on Investments	228,500	-	0.0%
Miscellaneous Revenue	131,650	77,884	59.2%
Other Financing Sources	1,653,739	-	0.0%
<b>Total Revenues</b>	<b>35,979,860</b>	<b>12,189,231</b>	<b>33.9%</b>

**OVERVIEW**

Year-to-date revenues project to be at budget.

**TAXES**

70.1% of the tax levy has been collected YTD.

**TAXES (OTHER THAN PROPERTY)**

This category consists mainly of payments in lieu of tax. The majority of these revenues are paid by the water utility at year end.

**LICENSES AND PERMITS**

This category consists mainly of Building Inspection Department issued permits, liquor and operator licenses and dog and cat licenses. This category is at budget for the year.

**INTERGOVERNMENTAL REVENUE**

This category consists mainly of state revenues: highway and transportation aids; state shared revenue, expenditure restraint revenue and recycling grants. The majority of the payments are received in April, July and November. This category is expected to be at budget for year end.

**CHARGES FOR SERVICES**

This category consists mainly of recycling fees, park permits and rentals, cemetery charges, etc. This category is expected to be at budget for the year.

**FINES AND FORFEITS**

This category consists of mainly court penalty costs and forfeitures and parking tickets. This category is above projected budget at this time due to the winter parking ticket fines.

**INTEREST ON INVESTMENTS**

This category is recorded in December.

**MISCELLANEOUS REVENUE**

This category consists of city building rentals and sale of equipment. This category is expected to be at budget for the year.

**OTHER FINANCING SOURCES**

This category is for interfund transfers of funds. These are usually done in June and December.

**CITY OF SHEBOYGAN  
GENERAL FUND EXPENDITURES  
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
General Government	3,705,213	847,971	22.9%
Public Safety	20,666,502	5,006,463	24.2%
Public Works	8,405,579	1,830,983	21.8%
Health and Human Services	249,821	47,497	19.0%
Culture/Recreation	2,483,926	538,209	21.7%
Conservation and Development	351,149	72,124	20.5%
Intergovernmental	3,367	-	0.0%
Unclassified	179,716	58,537	32.6%
Total Expenditures	<u>36,045,273</u>	<u>8,401,784</u>	<u>23.3%</u>

**OVERVIEW**

Year-to-date expenditures projected to be under budget.

**GENERAL GOVERNMENT**

Year-to-date expenditures under budget due to unused budget for retirement contingencies.

**PUBLIC SAFETY**

This program area is expected to be within budget.

**PUBLIC WORKS**

This program area is expected to be within budget.

**HEALTH AND HUMAN SERVICES**

This program area is expected to be within budget.

**CULTURE AND RECREATION**

This program area is expected to be within budget.

**CONSERVATION AND DEVELOPMENT**

This program area is expected to be within budget.

**INTERGOVERNMENTAL**

This program area is expected to be within budget.

**UNCLASSIFIED**

This program area is for bad debt expense and tax appeals. The \$58,537 was a tax appeal for a manufacturing personal property for 2015.

**CITY OF SHEBOYGAN  
OTHER FUND REVENUES  
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Special Revenue Funds	10,164,634	3,545,789	34.9%
Debt Service Funds	7,838,105	4,492,324	57.3%
Capital Project Funds	19,463,520	829,026	4.3%
Proprietary Funds	23,489,403	5,023,140	21.4%
Water Utility	8,179,031	1,729,165	21.1%
Fiduciary Funds	20,195	1,381	6.8%
Total Other Funds	<u>69,154,888</u>	<u>15,620,825</u>	<u>22.6%</u>

**OVERVIEW**

Revenue is over budget for the Special Revenue Funds and Debt Service due to the 70% of the tax levy collected YTD.

**SPECIAL REVENUE FUNDS**

These funds consist of Police Meg Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Marina, Redevelopment Authority, Storm Water and the E. H. Maywood Park. These funds are over budget YTD due to the 70% of the tax levy collected at this time.

**DEBT SERVICE FUNDS**

These funds consist of the general obligation debt fund and numerous TID funds. This is above budget due to the collection of 70% of the tax levy which totaled \$4,265,273.

**CAPITAL PROJECTS FUNDS**

These funds consist of the capital project fund, capital improvements fund, industrial park fund and TID 6, 12 & 16 capital project funds. The majority of the revenue will be from general obligation notes, grants & contributions which will be received in later months.

**PROPRIETARY FUNDS**

These funds consist of wastewater, transit, parking utility, boat facilities, motor vehicle, health insurance, liability insurance, workers compensation, information technology & water utility funds. These funds are slightly below budget due to state & federal subsidies that are received in later months.

**WATER UTILITY FUND**

The water utility is operated separately from the City of Sheboygan and presents their own financial reports.

**FIDUCIARY FUNDS**

These funds consist of the cemetery perpetual care and Everhard/Forrer trust funds. Approximately 50% of the budgeted revenue is for interest on investments and recorded at year end.

**CITY OF SHEBOYGAN  
OTHER FUND EXPENDITURES  
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Special Revenue Funds	11,009,233	1,695,514	15.4%
Debt Service Funds	7,649,846	128,659	1.7%
Capital Project Funds	18,961,709	713,278	3.8%
Proprietary Funds	24,111,491	5,608,267	23.3%
Water Utility	5,652,721	1,254,879	22.2%
Fiduciary Funds	2,000	-	0.0%
Total Other Funds	<u>67,387,000</u>	<u>9,400,597</u>	<u>14.0%</u>

**OVERVIEW**

Overall the funds are expected to be within budget for the year.

**SPECIAL REVENUE FUNDS**

Expenditures are under budget due to interfund expenses and other contracted services occurring later in the year.

**DEBT SERVICE FUNDS**

The majority of debt expense occurs in April and October.

**CAPITAL PROJECT FUNDS**

The majority of expenditures will occur after the City has borrowed for the year which took place in May.

**PROPRIETARY FUNDS**

Proprietary fund expenses are slightly below budget through March. These funds are expected to be within budget for the year.

**WATER UTILITY**

The water utility is operated separately from the City of Sheboygan and presents their own financial reports.

**FIDUCIARY FUNDS**

The only expenses that would occur is unamortized debt expense and an interfund expense for the cemetery fund which would be recorded at year end.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 16-17-18, a resolution authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Armory property, located at 516 Broughton Drive.

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

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**REPORT DATE:** May 10, 2017

**MEETING DATE:** May 22, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

In October 2014, the Purchasing Agent released a request for proposals (RFP) for the adaptive re-use or redevelopment of the Armory property. The RFP was provided to over 1,000 developers through city and Sheboygan County Economic Development Corporation contacts and was advertised locally and regionally. City officials conducted multiple tours of the facility for interested parties. This RFP process only generated one submittal, from the Sailing Education Associations of Sheboygan (SEAS). Issues outside of the City's control forced SEAS to withdraw their proposal for the property.

An effort in June 2015 to designate the Sheboygan Armory as a historical structure as submitted by the Sheboygan Armory Foundation was denied by the Common Council.

In early 2016, the city was approached by members of the Lakefront Jewel Group about plans to attract the Milwaukee Bucks D-League Team. Construction estimates generated as part of the development of a proposal to the Milwaukee Bucks indicated projects costs to install a new roof, update windows and doors, insulation, new HVAC and air conditioning units, ADA accessibility improvements, new gym floors, additional seating options totaled approximately \$5-7 million and another \$4-5 million to construct additions to meet the use requirements. Unfortunately, the Lakefront Jewel Group's proposal to re-purpose the Armory into a sports arena for the Milwaukee Bucks' D-League Team was recently rejected.

Many Sheboyganites have great memories of this facility and feel the need to preserve it. But in the past three years, only one interested party that has come forward with a business plan to renovate and preserve the Armory, and that has been the Lakefront Jewel Group. The

Lakefront Jewel Group worked aggressively in securing donations from local corporations, but was unable to raise the entire amount needed to renovate the Armory.

Today, the facility is at a point where a decision needs to be made about its future. Since the Common Council decided in 2014 to turn the heat off, the facility has seen significant interior deterioration due to the lack of heat and water. Below are pictures of the interior taken on February 23, 2017:



New damage from Winter 2016-2017



Roof leaking- 2017



Roof leaking damage on gym floor



Continued ceiling damage

**STAFF COMMENTS:**

Demolition

City staff is recommending demolition due to the lack of solid business plans being submitted to renovate and operate the current facility. Over the past three years, no interested parties have taken the opportunity to come forward and submit the necessary documents to preserve the facility. The condition of the facility is now extremely poor and blighted. Thus, the staff's recommendation is to borrow funds from the Capital Project Funds to authorize the Purchasing Agent to proceed with obtaining bids for the remediation of lead-based paint and asbestos, and then obtain demolition bids to remove the facility. As part of the demolition process, City staff and the chosen contractor will work with the Sheboygan Historical Museum to provide them with previously requested iconic items within the floor and walls of the armory.

Redevelopment

In anticipation of favorable demolition bids and a decision to proceed, city staff is recommending the issuance of an RFP for the redevelopment of the site.

Due to the availability of other sites for residential development in Sheboygan and eastern Wisconsin, developers will be reluctant to spend time and design costs to present a development proposal for a site that is neither 1) guaranteed by the seller to timely remove structures and any ground contaminants or 2) already free of structures and any ground contaminants.

In light of actions by past Common Councils to consider historic designation for the Armory structure, reject demolition of the Armory, and tabling of consideration to obtain bids for demolition, the perception by the community and developers is that the Common Council is not committed to redevelopment of the site.

Sheboygan County was recently successful in attractive a quality development team for the county-owned redevelopment site near the intersection of North Sixth Street and Pennsylvania Avenue. The county-owned site is free of structures and any ground contaminants and consequently, Sheboygan County received a "top" dollar purchase offer.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Res. No.16-17-18 to authorize the Purchasing Agent to proceed with obtaining bids for demolition and RFP for redevelopment of the Sheboygan Armory, located at 516 Broughton Drive.

**ATTACHMENTS:**

- I. Res. No. 16-17-18

III

5.1

Res. No. 16 - 17 - 18 . By Alderperson Donohue. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Former Armory at 516 Broughton Drive.

WHEREAS: The City of Sheboygan has been notified that the Lakefront Jewel Group's proposal to re-purpose the Former Armory has not been accepted,

WHEREAS: The current state of the armory is extremely poor due lack of heat from the past three years;

WHEREAS: Prior attempts to re-purpose/redevelopment the armory facility did not move forward based on the lack of solid business plans;

WHEREAS: City officials estimate the cost of demolition to be approximately \$500,000;

WHEREAS: Funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund;

WHEREAS: Numerous developers have expressed interest in redeveloping the site;

RESOLVED: That the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the existing facility and subsequently issue a request for proposals to interested parties to re-purpose the property into a higher and better use.

*Finance & Personnel*

*M. Lyman Donohue*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res No. 17-17-18, a resolution approving the Development Agreement between Meijer Stores, Limited Partnership and the City of Sheboygan.

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

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**REPORT DATE:** May 15, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:** Meijer Stores, LLP owns the current Memorial Mall and plans to start demolition of the summer of 2017 on the former Hobby Lobby and Sears store and the inline tenant spaces north of the Bed Bath and Beyond. Under the proposed plan, Meijer Foods would construct a new 159,000 square foot store that would begin construction in July 2018 and be completed in October 2019. City staff negotiated a developers incentive with Meijer Foods to not exceed \$1,500,000 in "pay-as-go" incentive, which means Meijer Foods will pay their annual property taxes and in each year, the City will provide an \$295,392 incentive payment back to Meijer Foods for approximately five years based on incremental new guaranteed minimum value of the \$14,000,000 to be generated as a result of the project.

Also, under the terms of the development agreement, the City agrees to reconstruct Taylor Drive from STH 23 to Erie Avenue, to add necessary turn lanes and signaled intersection at the main entrance to the proposed development. The City will fund these improvements through Tax Increment District 14 and complete the street improvements by November 2018.

The proposed development plan also provides space for: another inline commercial tenant approximately 50,000 square feet, outlot commercial center and Meijer gas/convenience store. At this time, Meijer Foods, does not have a tenant secured for the commercial spaces.

**STAFF COMMENTS:**

This project is a key development project to the entrance of the City. Given the blighted condition of the Memorial Mall, a new development of this sort will add new tax value, new jobs and new opportunities for additional development surrounding the site. The Taylor Drive Master Plan identified this site for a large-scale redevelopment project, and this project meets those requirements. City staff recommends the Common Council approve this developers agreement in a form substantially similar to the attached.

**ACTION REQUESTED:**

Motion to recommend to the Common Council approval of Resolution 17-17-18, the Development Agreement between Meijer Stores, Limited Partnership and the City of Sheboygan.

**ATTACHMENTS:**

- I. Resolution 17-17-18.
- II. Developers Agreement between Meijer Foods, Limited Partnership and the City Sheboygan.

III

5.2

Res. No. 17 - 17 - 18 . By Alderperson Donohue & Bohren. May 15, 2017.

A RESOLUTION approving the Development Agreement between Meijer Stores, Limited Partnership and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the development agreement between Meijer Stores, Limited Partnership and the City of Sheboygan in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

*Finance & Personnel*

*By Mayor / Clerk*  
\_\_\_\_\_  
*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

**DEVELOPMENT AGREEMENT  
BETWEEN  
MEIJER STORES, LIMITED PARTNERSHIP  
AND THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Meijer Stores, Limited Partnership, a foreign limited partnership with its principal offices located at 2929 Walker Avenue, Grand Rapids, MI 49544 (hereinafter "Developer").**

**RECITALS**

The City is in the process of amending the boundaries of the existing Tax Incremental District (TID #14), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing eligible project costs within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 14.

Developer has acquired real property within the proposed expanded boundaries of TID 14 and intends to develop the property by demolishing an existing mall and by constructing new retail building at an estimated cost of \$14,000,000.

The City is authorized by Section 66.1105(9)(a), Wis. Stats., as amended, to pay the costs of the Project to be undertaken by the Developer, as defined herein, from the special fund of TID 14 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The Project Plan includes, among other things, "Development Incentive Payments" to reimburse eligible project costs for the purposes of carrying out the Project Plan.

The Project to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The City desires to enter into this Agreement with the Developer to achieve the objectives of TID 14 and to facilitate completing a TID boundary amendment to include

the proposed project in the TID, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the key property to the gateway of the community that consists of the blighted former Memorial Mall.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I. DEFINITIONS**

All capitalized terms used and not otherwise defined herein shall have the following meanings:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Contribution Deadline" means the year in which closure and dissolution of the District occurs as set forth in the Project Plan as constituted on the Effective Date.

"Development Incentive Payments" means the real estate tax increment payments made to the Developer by the City pursuant to Section 5.1 of this Agreement.

"Developer" means Meijer Stores, Limited Partnership and its permitted successors and assigns.

"Development" means the overall construction of Developer's then-current prototype retail store, 2,500 square foot freestanding fueling station, and outlot development adjacent to Taylor Drive all to be located within the Property. The Development does not include the separate parcel of real property to be created by a Certified Survey Map, upon which current improvements are located which are leased to third-parties operating under the respective tradenames "Bed, Bath and Beyond", "Kohl's", "Goodyear" and smaller retail tenants.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Force Majeure Event" means any event or circumstance described in Article X hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the Development including demolition of a portion of an existing semi-vacant Memorial Mall retail building located on a portion of the Property and construction of new retail space comprised of the Development, together, with associated parking, all located on a portion of the Property more specifically described on Exhibit "A-1."

"Property" means that parcel of real property described in Exhibit "A" (the "Property"): provided, however, notwithstanding inclusion in this definition of the Property, the Project specifically excludes that parcel of real property encompassing the Property and more specifically described in Exhibit A-2 to be created by a Certified Survey Map, upon which current improvements are located which are leased to third-parties operating under the respective tradenames "Bed, Bath and Beyond," "Kohl's," "Goodyear" and smaller retail tenants.

"Property Tax Increment" means real property tax revenue (as defined in Wis. Stats. 66.1105(2)(i)) generated by the incremental value of the Development. For the avoidance of doubt, the Property Tax Increment shall constitute the "Net Property Tax" as set forth on the tax bills for the Property and shall exclude any special assessments or special charges otherwise levied or assessed against the Property.

"Tax Increment Revenue" means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Project

"TID Project Plan" means the Project Plan for Tax Incremental Financing District No. 14 of the City of Sheboygan, Wisconsin.

"Wisconsin Property Tax Laws" means the statutes contained in Chapter 70 *et seq.*, Wis. Stats., and the regulations adopted thereunder.

## **ARTICLE II. OVERVIEW OF THE PROJECT**

Once completed, the Project is estimated to have a cost in excess of \$14,000,000. Demolition of the existing building encompassing an element of the Project is scheduled as of the Effective Date not later than December 31, 2017. New construction of the Development is scheduled to commence approximately by May 1, 2018 and completed for opening by November 1, 2019, all subject to Force Majeure Events. Cost for this construction is estimated to be \$14,000,000.

## **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer:

(A) Developer is a duly organized and existing limited partnership in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer, capitalization through Developer's operations and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof in the form of written correspondence from the Developer's chief financial officer confirming the availability of financial resources for Developer's completion of the Project. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

#### **ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER**

4.1 Demolition of Existing Blighted Memorial Mall. The Developer shall complete the demolition aspects of the Project, by December 31, 2017.

4.2 Construction. The Developer shall commence construction of the Project by May 1, 2018, and shall complete construction by November 1, 2019 subject to Force Majeure Events.

**4.3 Compliance with Codes, Plans and Specifications, etc.** The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

**4.4 Wisconsin Property Taxes.** Developer, as an inducement to the City to proceed with inclusion of the Property within TID #14 and to provide Development Incentive Payments, hereby represents that the contemplated Project will be fully subject to Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project under Wisconsin Property Tax Laws.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law taxes otherwise properly assessed against the Project, the Property or any part thereof under Wisconsin Property Tax Laws, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions for which such taxes are not otherwise assessable against the Property in the amounts and within the time periods that would otherwise be required as if the Property were fully taxable under Wisconsin Property Tax Laws, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

**4.5 Assessed Valuation Challenges.** The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project, the Property or any part thereof; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project, the Property or any part thereof to an aggregate assessed value lower than that necessary to produce a minimum amount of Property Tax Increment (not including personal property taxes) of \$302,892 annually prior to the Contribution Deadline without paying any deficiency as set forth in Section 4.6. No restrictions to legal challenges shall be in place after the Contribution Deadline.

**4.6 Payment of Tax Increment Deficiencies.** Commencing upon the substantial completion of the Development through the Contribution Deadline in the event, as a result of, a Developer challenge to the assessed value of the Property, the Property Tax Increment is less than \$302,892 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax Increment collected by the City pursuant to Section 66.1105, Wis. Stats. and (ii) the sum of \$302,892. For the avoidance of doubt, Developer shall have no obligation to reimburse the City pursuant to the foregoing sentence if the value of the Property declines due to overall market conditions, taxing jurisdictions reducing millage rates or tax rates, or other events outside of Developer's control cause a reduction of the Property Tax Increment be less than \$302,892 per year. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, until the Contribution Deadline, at which time no further payments of the difference to the City shall be required: provided, however, that during the period in which any Property Tax Increment Payments are otherwise payable to Developer in accordance with Article V, Developer may off-set the payment of any deficiencies in the Development Incentive Payment by the amounts otherwise payable by the City pursuant to Article V. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the City in its discretion may also enforce collection of Developer's obligations to pay Property Tax Increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to Section 66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any Property Tax Increment payments due to Developer by the amount of actual, unpaid Development Incentive Payment deficiencies Developer has failed to pay City as required by this Agreement.

**4.7 Cooperation with City.** Developer shall reasonably cooperate with the City to facilitate the City's performance under Article V.

## **ARTICLE V. UNDERTAKINGS OF THE CITY**

**5.1 Development Incentives.** After the property value of the Project has exceeded \$14,000,000 the City shall pay to the Developer the Development Incentive Payment each year until such time as the aggregate Development Incentive Payments equals \$1,500,000 as an inducement to Developer to develop the Project. The annual Development Incentive Payment shall be calculated and provided to the Developer as follows:

Each year after the value of the Project has exceeded \$14,000,000, the City will pay to the Developer a development performance incentive payment in an amount equal to the Tax Increment Revenue received by the City with respect to the Property in that year, minus \$7,500 for the City's administrative costs. For purposes of calculating the foregoing Development Incentive Payment, the Tax Incremental District (as defined in Section 66.1105(2)(k), Wis. Stats.) shall encompass the Project and the Value Increment (as defined in Section 66.1105(2)(m), Wis. Stats.) for the Project shall be not greater than \$3,000,000. In no event shall the total aggregate sum of the Development Incentive Payments to the Developer exceed \$1,500,000. Provided Developer makes the applicable tax payment in full by the statutory date, the City shall make the Development Incentive Payment, if any, no later than September 30 of each year, in which such Development Incentive Payments are payable.

**5.2 Off-Site Public Improvements.** The City shall, at its sole cost and expense: (i) have prepared and pay for the cost of engineering and construction plans and specifications for off-site improvements, as described more particularly on Exhibit "B" attached hereto; and (ii) contract for and install, maintain, repair and replace said off-site improvements. The City shall ensure that all off-site improvements are completed by November 1, 2018 and shall be installed, maintained, repaired and replaced expeditiously, in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

## **ARTICLE VI. CONDITIONS TO THE UNDERTAKINGS OF THE CITY**

As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The new Development shall be completed within the timelines set forth in Article IV. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer be under no obligation to make the Development Incentive Payments until such time as the Project is completed in accordance and the minimum value thresholds set forth in Section 5.1 have been met.

(B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

## **ARTICLE VII. TID CONTINGENCY**

Developer's and the City's obligations hereunder are contingent upon the City amending the district boundaries and obtaining Joint Review Board approval of a Tax Incremental District boundary change, at a minimum, to encompass the Property, as contemplated herein, after September 30, 2017, and the Project having the base year value increment (defined in Section 66.1105 (2)(m), Wis. Stats.) certified by the Wisconsin Department of Revenue as 2018 not greater than \$3,000,000.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

## **ARTICLE VIII. INDEMNIFICATION OF THE CITY**

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person arising out of or related to this Agreement, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

## **ARTICLE IX. DEFAULT/REMEDIES**

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided

that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

**9.2 Remedies on Default.** Whenever an Event of Default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure the Event of Default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

**9.3 No Remedy Exclusive.** No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**9.4 No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party,

such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

#### **ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses:

(A) If the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, or other similar reasons wholly beyond the control of the party with whose performance there was interference; and,

(B) If the party could not have prevented or reasonably foreseen and provided against such delay; and

(C) If the condition causing delay or prevention could not have been prevented by the exercise of reasonable diligence or without payment of substantial additional, unanticipated expense.

In such a case, the Nonperforming Party shall promptly notify the other party of occurrence of a Force Majeure event, its effect on performance, and how long that party expects it to last. Unless otherwise mutually agreed to by the parties, the time for performance will be extended by the period of delay occasioned by any such cause. However, notwithstanding the general terms of this Article, general economic conditions, labor unrest affecting only one party, an increase in prices, a change in the law, or other conditions affecting financial markets generally shall not be considered a Force Majeure event triggering the terms of this Article.

#### **ARTICLE XI. ADDITIONAL PROVISIONS**

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.



11.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

11.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein, provided however such reimbursement obligation shall not exceed \$10,000 in the aggregate.

11.15 Recording. This Agreement or a memorandum of this Agreement in a form mutually agreeable to the parties shall be recorded in the Office of the Sheboygan County Register of Deeds against the Property at the cost and expense of the Developer.

List of Exhibits:

- "A" Legal Description of Property
- "A-1" Legal Description of the Project
- "A-2" Legal Description of Property excluded from the Project
- "B" Developer's Project Plans
- "C" Off-Site Improvements

This document consists of twelve (12) pages, including the following signature page.

**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:** \_\_\_\_\_  
Michael Vandersteen, Mayor

**ATTEST:** \_\_\_\_\_  
Susan Richards, City Clerk

**MEIJER STORES LIMITED PARTNERSHIP**  
**By: Meijer Group, Inc. its general partner**

**BY:** \_\_\_\_\_  
Its: \_\_\_\_\_

This document authorized by and in accordance with Res. No. \_\_\_\_-16-17.

City Update 5/10/17

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

City Update 5/10/17

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF THE PROJECT**

[insert description]

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION OF PROPERTY EXCLUDED FROM THE PROJECT**

[insert description]

City Update 5/10/17

**EXHIBIT "B"**

**DEVELOPER'S PROJECT PLANS**

**EXHIBIT "C"**  
**OFF-SITE IMPROVEMENTS**

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

**ITEM DESCRIPTION:** Resolution 21-17-18 by Ald. Donohue and Bohren authorizing entering into contract for the raze order demolition of a 4 family residential structure located at 1114 North 10<sup>th</sup> Street.

**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

**REPORT DATE:** May 11, 2017

**MEETING DATE:** May 22, 2017

**FISCAL SUMMARY:**

Budget Line Item: 10123100-521900  
Budget Summary: Contracted Services  
Budgeted Expenditure: \$ 18,450.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

**BACKGROUND / ANALYSIS:**

The Sheboygan Municipal Court issued a Raze order against the above property. In response, the Purchasing Agent was directed to let competitive bids for the demolition of this large 4-family structure and perform other pre-demolition activities. Three bids were received:

Scott's Excavating Inc.	Sheboygan Falls, WI	\$ 18,450.00
Buteyn Peterson Excavating	Sheboygan, WI	\$ 19,575.00
C. Spielvogel & Sons Excavating.	Sheboygan, WI	\$ 26,750.00

Upon reviewing the bids, it has been determined that the bid submitted by Scott's Excavating Inc. of Sheboygan Falls, WI meets or exceeds all of the specifications.



**STAFF COMMENTS:**

The City performs several raze order demolitions every year. Generally speaking, demolition costs to raze 1 or 2 family structures fall well below the Common Council approval threshold of \$15,000 and are funded through a nuisance property line item in the building inspection budget. This property is considered to be a commercial structure, as it has 4 residential units and is also of masonry construction. The sheer size, along with the masonry construction results in higher demolition costs. Following the court ordered demolition and restoration of these properties, the city will bill the property owner and if they are not paid, will attach the

costs to the tax bill. In its current condition, the property is blighted and represents some risk until it is removed.

**ACTION REQUESTED:**

Motion to recommend that the Common Council approve Res 21-17-18 to authorize the court-ordered demolition and restoration of the property located at 1114 N. 10<sup>th</sup> Street by Scott's Excavating of Sheboygan Falls, WI in the amount of \$18,450.00

**ATTACHMENTS:**

- I. Res No. 21-17-18

III

Other Matters

8.1

Res. No. 21-17-18. By Alderpersons Donohue and Bohren. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for a Court Ordered Raze Order demolition of the Residential four unit Commercial Property located at 1114 North 10th Street.

WHEREAS: The Municipal Court has determined that the above described property shall be razed with all related expenses to be charged against the Real Property for Parcel # 59281 204220 and;

WHEREAS: The purchasing Agent has issued a Request for Bids for demolition of the property in conjunction with other activities related to preparing the building for machine demolition. Due to the size of this structure as well as being of masonry construction, the cost for demolition exceeds the approval threshold and must first be approved by the Common Council.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Scott's Excavating Inc. of Sheboygan Falls, WI for complete demolition and restoration of the property in the amount of \$ 18,450.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$18,450.00 on Account # 10123100-521900 in payment of same. The full cost of preparation and ultimate demolition of the property, if not paid by the owner, will be posted against the remaining Real Estate, as is customary with City of Sheboygan Raze Orders.

*Finance Personnel*

*My Signature Nowhere*  
*Jamela A. Bohren*

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** R. O. No. 23-17-18 Claim from Bradford Cox for alleged damages to his vehicle.

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**REPORT PREPARED BY:** Laurie Suhrke, Auditor/Analyst

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**REPORT DATE:** May 11, 2017

**MEETING DATE:** May 22, 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

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**BACKGROUND / ANALYSIS:**

The claim was received on May 9, 2017. The claim is for \$1,030.10 in alleged damages to the claimant's vehicle that occurred when a city garbage truck struck the vehicle.

**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 \$1,030.10.

**ACTION REQUESTED:**

Motion to recommend the Common Council file R. O. No. 23-17-18 as the claim has already been settled pursuant the authority granted by Common Council in Resolution 93-14-15.

**ATTACHMENTS:**

- I. R. O. No. 23-17-18

II

4.4

R. O. No. 23 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a claim from Bradford L. Cox for alleged damages to his parked car when a garbage truck hit it on Kentucky Ave.

*Finance / Personnel*

\_\_\_\_\_  
City Clerk

DATE RECEIVED

5-9-17

RECEIVED BY

MD

CLAIM NO.

02-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 9 '17 AM 11:25

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: Bradford L. Cox
2. Home address of Claimant: 1719 Kentucky Ave. Sheboygan, WI 53081
3. Home phone number: 920-917-7092
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4/27/17, 7:59 A.M.
6. Where did damage or injury occur? (give full description) Rear Driver Side rear corner/bumper

7. How did damage or injury occur? (give full description) City Garbage Truck was at the dead end of 1700 Kentucky Ave and attempted to make a U-Turn head east on Kentucky Ave. Felt he had enough room to avoid claimants car. Claimants parked car. Parked on south side of Kentucky Ave
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: Maurice, A. Vreeke. (Truck Driver)
- (b) Claimant's statement of the basis of such liability: Driver Hit Claimants Parked Car.

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A

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

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:	\$	<u>1,030.10</u>
Property:	\$	<u>N/A</u>
Personal injury:	\$	<u>N/A</u>
Other: (Specify below	\$	<u>N/A</u>
<b>TOTAL</b>		\$ <u>1,030.10</u>

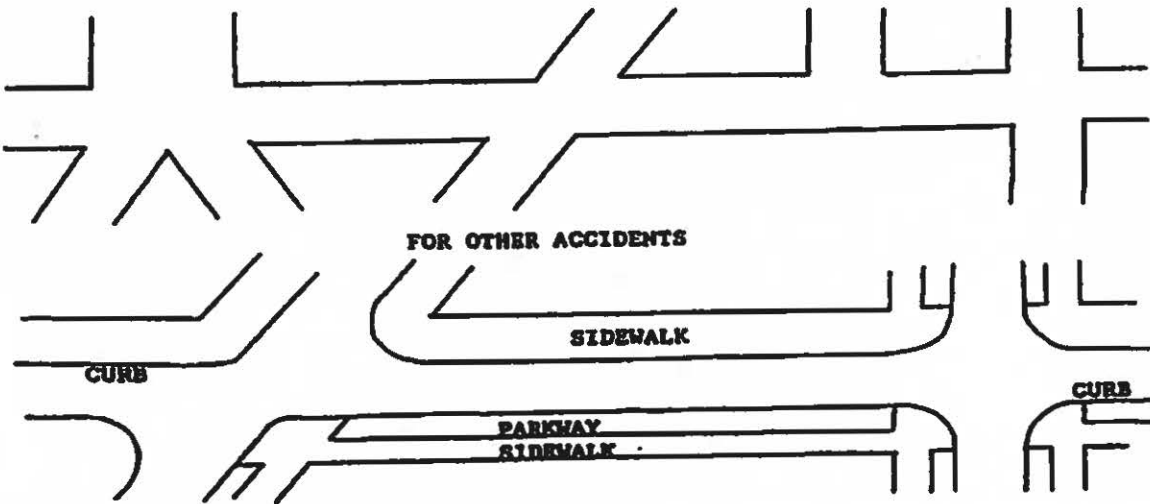
Damaged vehicle (if applicable)

Make: Honda Model: Accord Year: 2005 Mileage: 139,508

Names and addresses of witnesses, doctors and hospitals: James J. Gilliam  
2520 S 17th St. Sheboygan, WI 53081 (Occupant of  
Garbage Truck.

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

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



SIGNATURE OF CLAIMANT [Signature] DATE 5/8/17

DATE RECEIVED 5-9-17

RECEIVED BY MD

CLAIM NO. 02-17

CLAIM

Claimant's Name: Bradford L. Cox

Auto \$ 1,030.10

Claimant's Address: 1719 Kentucky Ave.

Property \$ N/A

Sheboygan, WI 53081

Personal Injury \$ N/A

Claimant's Phone No. 920-917-7092

Other (Specify below) \$ N/A

TOTAL \$ 1,030.10

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 \$ 1,030.10.

SIGNED Bradford Cox DATE: 5/8/17

ADDRESS: 1719 Kentucky Ave.  
Sheboygan, WI 53081

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

DEAN'S AUTO BODY INC  
1407 N. 29TH STREET  
SHEBOYGAN, WI 53081  
OFFICE: 920-457-5494 FAX: 920-457-8495  
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

\*\*\* PRELIMINARY ESTIMATE \*\*\*

05/04/2017 09:57 AM

**Owner**

Owner: Brad Cox  
Address: 1719 Kentucky Ave  
City State Zip: Sheboygan, WI 53081  
Email: bradc8707@yahoo.com

Home/Day: (920)917-7082  
Cell: (920)917-7082  
FAX:

**Inspection**

Inspection Date: 05/04/2017 08:54 AM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Rear Corner  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-8495x  
Secondary Impact:  
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

**Repairer**

Repairer: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081

Contact: Phil Black  
Work/Day: (920)457-5494  
FAX: (920)457-8495

Target Complete Date/Time:

Days To Repair: 4\*

**Remarks**

\*\*\* Original Estimate \*\*\*

**Vehicle**

2005 Honda Accord EX 2 DR Coupe  
4cyl Gasoline 2.4 VTEC  
5 Speed Automatic

Lic.Plate: 898-TCC  
Lic Expire:  
Prod Date: 11/2004  
Veh Insp# :  
Condition:  
Ext. Color: NIGHTHAWK BLACK PRL  
Ext. Refinish: Two-Stage  
Ext. Paint Code: B92P,B92P-4

Lic State: WI  
VIN: 1HGCM72655A009078  
Mileage: 139,639  
Mileage Type: Actual  
Code: H1273C  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

**Options**

AM/FM In-dash CD Changer

Air Conditioning

Alarm System

Aluminum/Alloy Wheels	Anti-Lock Brakes	Bucket Seats
Center Console	Cruise Control	Dual Airbags
Head Airbags	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Moonroof
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Side Airbags	Strg Wheel Radio Control
Tachometer	Telescopic Steering Whl	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

**Damages**

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Quarter And Rocker Panel</b>								
1	L	135	# Panel,Bodyside Otr Uptr LT	Refinish 0.6 Two-stage setup 0.3 Two-stage			0.9*	RF
			# = 10, 13 >>> Clear Only					
2	I	389	Panel,Quarter LT	Repair			1.0*	SM
3	L	389	Panel,Quarter LT	Refinish 3.0 Surface 0.6 Two-stage			3.6	RF
4	RI	397	Door,Fuel Filler LT	R & I Assembly			0.3	SM
5	SB	317	Sealant Kit,Qtr Glass LT >>>R&I Glass & Seal Kit	Sublet Repair	\$87.50*			SM
<b>Rear Bumper</b>								
6	N	552	Rear Bumper Overhaul	Additional Labor			0.7	SM
7	I	568	Cover,Rear Bumper	Repair			4.0*	SM
8	L	568	Cover,Rear Bumper	Refinish 2.7 Surface 0.5 Two-stage 0.5 Feather, Prime & Block			3.7	RF
<b>Rear Body Lamps And Floor Pan</b>								
9	EU	533	Lens,Tailamp LT >>>Morrison's	Replace Recycled	\$55.00*	+25.00	1.5	SM
<b>Manual Entries</b>								
10	EC		Cover car exterior	Replace Economy	\$5.00*		0.2*	SM
11	EC		Flex Additive	Replace Economy	\$6.50*			RF
12	N		De-Nib and polish	Additional Labor				SM*
12			Items					

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts		\$66.50	
Paint & Materials	7.7 Hours @ \$38.00	\$292.60	
Feather Prime & Block Materials	0.5 Hours @ \$38.00	\$19.00	
Line Item Markup		\$13.75	
Parts & Material Total			\$391.85
Tax on Parts & Material	@ 5.500%		\$21.55

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.0	5.7	7.7	\$446.60
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	8.2		8.2	\$475.60
<b>Labor Total</b>				<b>15.9 Hours</b>	<b>\$922.20</b>
Tax on Labor		@ 5.500%			\$50.72
Sublet Repairs					\$87.50
Tax on Sublet		@ 5.500%			\$4.81
<b>Gross Total</b>					<b>\$1,478.63</b>
<b>Net Total</b>					<b>\$1,478.63</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/07/2017 07:08 AM REL 8.0.134 DT 04/01/2017 DB 05/01/2017  
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**0.5 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.  
 2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECT TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

**Op Codes**

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

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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ROBERT RUSCH, INC.  
1129 INDIANA AVENUE  
SHEBOYGAN, WI. 53081  
OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

05/01/2017 11:26 AM

Owner

Owner: BRAD COX  
Address:

Work/Day: (920)917-7092

Inspection

Inspection Date: 05/01/2017 11:27 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.  
Address: 1129 Indiana Ave.  
City State Zip: Sheboygan, WI 53081  
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
Work/Day: (920)452-8681  
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

2005 Honda Accord EX 2 DR Coupe  
4cyl Gasoline 2.4 VTEC  
5 Speed Automatic

Lic.Plate: 898-TCC  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: BLUE  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1HGCM72655A009078  
Mileage: 139,508  
Mileage Type: Actual  
Code: H1273C  
Int. Color:  
Int. Refinish: Two-Stage

Options

AM/FM In-dash CD Changer  
Aluminum/Alloy Wheels  
Center Console  
Head Airbags  
Lighted Entry System  
Power Door Locks  
Power Steering  
Rem Trunk-L/Gate Release  
Tachometer  
Tinted Glass

Air Conditioning  
Anti-Lock Brakes  
Cruise Control  
Intermittent Wipers  
Overhead Console  
Power Mirrors  
Power Windows  
Side Airbags  
Telescopic Steering Whl  
Velour/Cloth Seats

Alarm System  
Bucket Seats  
Dual Airbags  
Keyless Entry System  
Power Brakes  
Power Moonroof  
Rear Window Defroster  
Strg Wheel Radio Control  
Tilt Steering Wheel

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
------	----	-------	----	-------------	--------------	-------	------	----	-------	---

**Quarter And Rocker Panel**

1	I	389	Panel,Quarter LT	Repair		1.0*	SM
2	L	389	13 Panel,Quarter LT	Refinish		4.4	RF
				3.2 Surface			
				0.6 Two-stage setup			
				0.6 Two-stage			

>> INCLUDES PILLAR BLEND

**Rear Bumper**

3	N	566	Rear Bumper Cover R&I	Additional Labor		0.6	SM
4	I	566	Cover,Rear Bumper	Repair		2.5*	SM
5	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

**Manual Entries**

6	SB		HAZARD. WSTE. REM.	Sublet Repair	\$3.00*		SM
7	L		FLEX ADDITIVE	Refinish	\$6.00*		RF
7		Items					

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts			\$6.00
Paint & Materials	7.6 Hours @	\$38.00	\$288.80
Parts & Material Total			\$294.80
Tax on Parts & Material	@	5.500%	\$16.21

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00		4.1	4.1	\$237.80	
Mech/Elec (ME)	\$78.00					
Frame (FR)	\$68.00					
Refinish (RF)	\$58.00	7.6		7.6	\$440.80	
<b>Labor Total</b>				<b>11.7 Hours</b>		<b>\$678.60</b>
Tax on Labor		@	5.500%		\$37.32	
Sublet Repairs					\$3.00	
Tax on Sublet		@	5.500%		\$0.17	
<b>Gross Total</b>						<b>\$1,030.10</b>
<b>Net Total</b>						<b>\$1,030.10</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host  
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/02/2017 08:55 AM REL 8.0.134 DT 04/01/2017 DB 05/01/2017  
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

POLICE # C17-08247  
 ACCIDENT #

<input type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L09FXHL1		Document Override Number	
Agency Accident Number				Police Number C17-08247					
4 - Accident Date 04/27/2017		5 - Time of Accident (Military Time) 0759		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name KENTUCKY AVE			14 - Bus/Fmt/Ramp		15 - Est. Dist 271	F/A/M F	15 - Hwy. Dir WEST
16 - Fr/Al Hwy No.		16 - From/At Street Name S 17TH ST			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.742119807299		13 - Longitude -87.72898766744			
80 - First Harmful Event PARKED MOTOR VEHICLE				93 - Manner of Collision SIDESWIPE, SAME DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition WET			118 - Weather RAIN			
<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 type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input checked="" type="checkbox"/> Supplemental Reports			102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken		79 - EMS Number	

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE		23 - Dir Of Travel EAST		24 - Speed Limit 25		
36 - Operating as Classified B		37 - Endorsements			35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number V8205418332704		30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident				
25 - Operator/Pedestrian Last Name VREEKE			25 - First Name MAURICE		25 - Middle Initial ANDREW		25 - Suffix	
32 - Date Of Birth 09/07/1983		33 - Sex M						
26 - Address Street & Number 444 FOREST BLVD						26 - PO Box		
27 - City SHEBOYGAN FALLS			27 - State WI	27 - Zip Code 53085		28 - Telephone Number 920-547-0050		
39 - Seat Position				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		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing MAKING-LEFT-TURN			120 - Traffic Control NO-CONTROL			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 NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT						
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

PK2011

91 - Drugs Reported
124 - Highway Factors

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type <b>TRUCK</b>		Vehicle Type <b>STRAIGHT-TRUCK-INSERT-TRUCK</b>			22 - Total Occupants <b>2</b>
	56 - License Plate Number <b>88070</b>		57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number <b>3BPZL50X1DF178541</b>
	50 - Year <b>2013</b>	51 - Make <b>PTRB</b>	52 - Model	53 - Body Style <b>CB</b>	54 - Color <b>WHI</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>FRONT</b>					
	95 - Extent Of Damage		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

**Vehicle Owner**

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

**Insurance**

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

**School Bus**

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

**Operator/Pedestrian**

Unit Status <b>L - LEGALLY PARKED</b>		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>EAST</b>	24 - Speed Limit <b>25</b>
36 - Operating as Classified <b>D</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name		25 - First Name		25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex			
26 - Address Street & Number				26 - PO Box	

PK2011

OPERATOR/PEDESTRIAN 02	27 - City		27 - State	27 - Zip Code	29 - Telephone Number	
	39 - Seat Position			40 - Safety Equipment		
	38 - Injury Severity		41 - Airbag	42 - Ejected		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED		120 - Traffic Control NO-CONTROL		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 NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
	91 - Drugs Reported					
124 - Highway Factors						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
	56 - License Plate Number 898TCC		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HGCM72855A009078
	50 - Year 2005	51 - Make HOND	52 - Model ACCORD	53 - Body Style CP	54 - Color BLK	100 - Sidemarks to Impact (F1)
	94 - Vehicle Damage REAR DRIVER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name COX		46 - First Name BRADFORD		46 - Middle Initial L	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number 1719 KENTUCKY AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-917-7092	

Insurance

INS 02	63 - Liability Insurance Company AMERICAN FAMILY		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner			
	61 - Policy Holder Last Name COX		61 - Policy Holder First Name BRADFORD			
	61 - Policy Holder Company					

**School Bus**

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

**Occupant**

<b>OCCUPANT 01</b>	<input type="checkbox"/> Address Same As Operator				
	65 - Unit No 1	66 - Occupant Last Name GILLIAM	68 - First Name JAMES	66 - Middle Initial J	66 - Suffix III
	68 - Address Street & Number 2520 S 17TH ST		68 - PO Box		
	68 - City SHEBOYGAN		68 - State WI	68 - Zip Code 53081	
	67 - Date of Birth 01/18/1985		69 - Sex M		
	71 - Seat Position		72 - Safety Equipment NONE-USED-DRIVER-OCCUPANT		
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NON-DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport	
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space			

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - PHOTOS BY
	<p>UNIT 1, A GARBAGE TRUCK, WAS AT THE DEAD END 1700 KENTUCKY AVE, AND ATTEMPTED TO MAKE THE TIGHT U TURN, AND DRIVER FELT HE HAD ROOM, BUT MADE CONTACT WITH THE REAR DRIVER SIDE REAR CORNER. MINOR DAMAGE, SCRATCHES ON UNIT 2, WHICH WAS LEGALLY PARKED, AND SCRATCHES TO UNIT 1'S FRONT PASSENGER SIDE BUMPER. THE TURN IS VERY TIGHT, THERE ALSO WAS ANOTHER TRUCK PARKED AT THE FAR WEST END OF THE KENTUCKY AVE, AND THE MEDIAN AND CURB ARE ALSO THERE TO NEGOTIATE. 265</p>

**Officer Information**

<b>INFORMATION</b>	125 - Officer Last Name HUIBREGTSE	125 - First Name KENT	125 - Middle Initial	131 - Officer ID 265
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	128 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

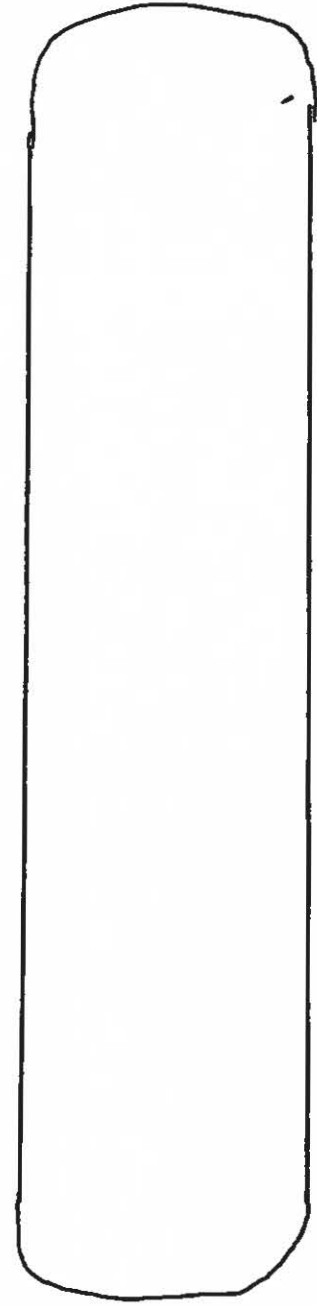
PK2011

<b>OFFICER INFORM</b>	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 04/27/2017	133 - Time Notified (Military Time) 0758	134 - Time Arrived (Military Time) 0805	135 - Date Of Report 00/000000
	Agency Accident Number	Police Number C17-08247	19 - Special Study	
	18 - Agency Space			

S. 17th Street

Side walk

Kentucky Ave.



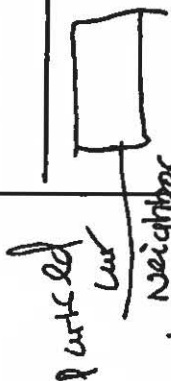
Garbage Truck → Kentucky Ave.

Side walk

Claimant's Parked Car

Damage to vehicle

Th. and Loss 5/8/17



Neighbor across street

Dead end



**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** R. O. No. 25-17-18 is a claim from Cheryl Bilgrien for alleged damages to her vehicle.

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**REPORT PREPARED BY:** Laurie Suhrke, Auditor/Analyst

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**REPORT DATE:** May 11, 2017

**MEETING DATE:** May 22, 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

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**BACKGROUND / ANALYSIS:**

The claim was received on May 3, 2017. The claim is for \$358.42 in alleged damages to the claimant's vehicle that occurred when she drove over a pothole on Camelot Boulevard.

**STAFF COMMENTS:**

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

**ACTION REQUESTED:**

Motion to recommend the Common Council deny R. O. No. 25-17-18 and to direct the City Attorney to send a Notice of Disallowance.

**ATTACHMENTS:**

- I. R. O. No. 25-17-18

II

4.5

R. O. No. 25 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a claim from Cheryl Bilgrien for alleged damages to her car when she hit a pothole on Camelot Blvd.

*Finance & Personnel.*

---

City Clerk

DATE RECEIVED 5.3.17

RECEIVED BY MD

CLAIM NO. 01-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 3 '17 PM 2:52

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: Cheryl Bilgrien

2. Home address of Claimant: 9 Seneca trail

3. Home phone number: 920-627-2783

4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 1-19-17 (11:35 AM)

6. Where did damage or injury occur? (give full description) Driving on Camelot Blvd, hit pot hole tire blew up, rim bent called for tow truck.

7. How did damage or injury occur? (give full description) Hit pot hole back tire blew up, rim bent, sensor in tire shot keeps going on after new tire & rim put on needs to be replaced (sensor in tire)

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

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

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

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

(a) Public property alleged to be dangerous: 2001 Camelot Blvd had pot hole in road tire exploded when T. hit pothole.

(b) Claimant's statement of basis for such liability: Very dangerous pot hole in road called Sheb. Police dept so no one else rocks their car or gets hurt.

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").

11. Name and address of any other person injured:

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

Auto: \$ 358.42  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 358.42

Damaged vehicle (if applicable)

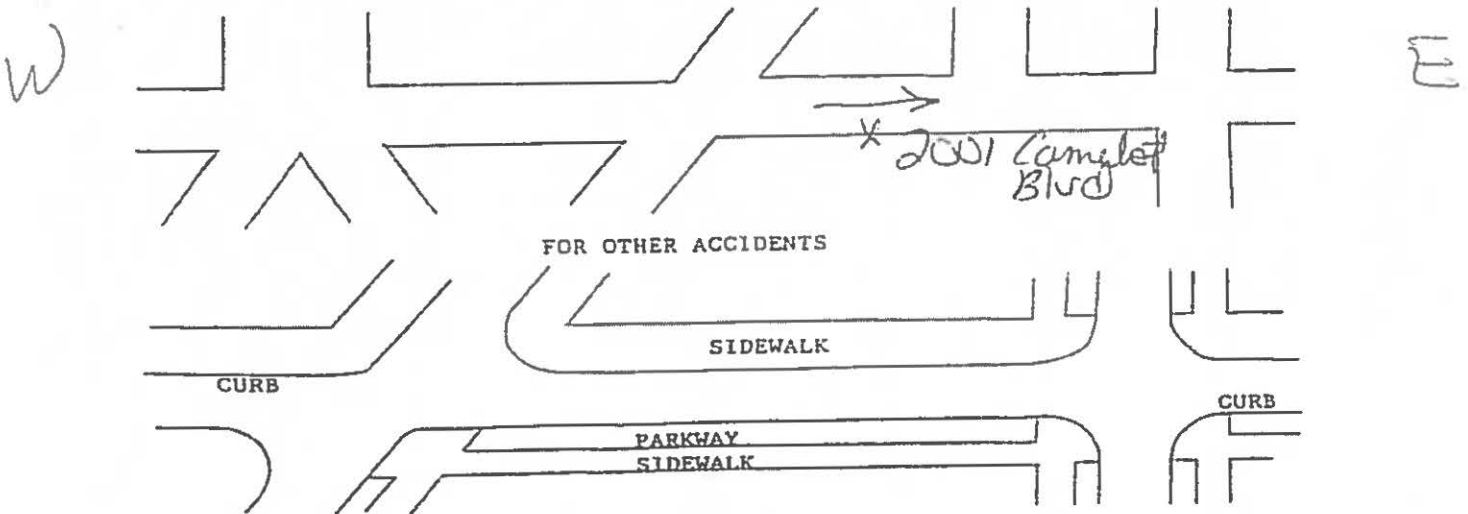
Make: 2009 Model: Chevy Year: 1412 Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

new tires only had not many miles on tires

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: Cheryl Belquin DATE: 5-3-17

DATE RECEIVED 5-3-17

RECEIVED BY MD  
CLAIM NO. 05-17

CLAIM

Claimant's Name: Cheryl Bilgrien  
Claimant's Address: 9 Seneca Tr  
Sheb WI 53081  
Claimant's Phone No. 920-627-2183

Auto \$ 358.42  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 358.42

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 \$ 358.42.

**SIGNED** Cheryl Bilgrien **DATE:** 5-3-17  
**ADDRESS:** 9 Seneca Tr Sheb  
WI 53081

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

Witrock Tire & Muffler

100 South 14th Street  
Sheboygan, WI 53081

Invoice

Date	Invoice #
1/19/2017	44166



**Bill To**

BIL GRIEN, SCHERYL  
9 SENECA TRAIL  
SHEBOYGAN, WI 53081  
920-627-2783

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	GLEN	CHEVY	HHR	2007	73190

Quantity	Item	Description	Rate	Amount
1	Non Inventory Par...	215/55R16 GRAND PRIX TOUR (9/32 LEFT ON TIRE) (SERVICE FROM ACCIDENT @ 2001 CAMELOT BLVD.)	79.95	79.95
1	BAL VALVE DIS...	BALANCE VALVE DISPOSAL	15.00	15.00
1	Non Inventory Par...	RIM TO FIT UR	60.00	60.00
1	Non Inventory Par...	TPMS VALVE REPAIR KIT	10.00	10.00
	Payment Charge	Charge Payment	-174.02	-174.02
		AAA NUMBER 56590		
		COUNTY & STATE Sales Tax	3.50%	9.07

#174.02 Witrock  
 #100.00 Tow Truck Dept  
\$274.02 (Total)  
 84.40 tire sensor RR.  
\$358.42

**Total** \$0.00

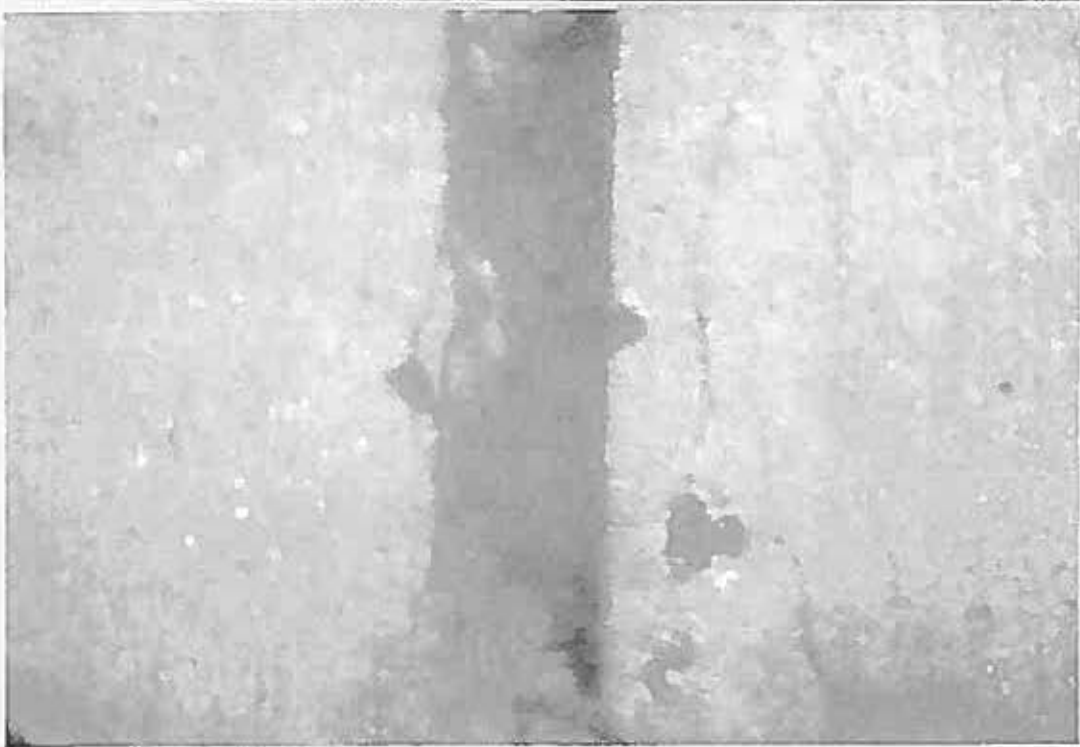
Track Tire & Muffler  
 1000 South 14th Street  
 Wausau, WI 53081

**Invoice**

Date	Invoice #
1-6-2017	11533

Bill To  
 Cheryl BStyrien

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	Shur	Chery	HHR	2009	
Qty	Item	Description	Rate	Amount	
1		<p>TPMS Sensors</p> <p>damaged on 1/19/17 sensor was taken out of damaged <sup>tire</sup> back passengers tire and reused - has short keeps going on and not registering pressure for back right tire.</p> <p>* This sensor should have been replaced with the new tire but they tried to save money and use the one that was damaged inside of RR tire on 1/19/17</p>		<p>85.00</p> <p>4 tax</p>	
<b>Total</b>				<p>84.40</p>	





**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Modify Public Works Table of Organization

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

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**REPORT DATE:** May 17, 2017

**MEETING DATE:** May 22, 2017

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**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: Chapter 82

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**BACKGROUND / ANALYSIS:**

The engineering and administrative departments have recently experienced turn-over or anticipate future turn-over due to retirements. When openings occur, the department reviews current and future needs and provides recommended changes to the table of organization, if necessary.

**STAFF COMMENTS:**

The changes identified in the draft ordinance provide the department a budget-neutral plan (relating to salaries) while modifying the table of organization to address the current needs of the department.

**ACTION REQUESTED:**

Motion to approve the draft ordinance listing the changes recommended for the Department of Public Works Table of Organization.

**ATTACHMENTS:**

- I. Draft General Ordinance identifying changes to the DPW Table of Organization
- II. Job Description: Management Analyst
- III. Job Description: GIS Specialist
- IV. Job Description: Clerk I
- V. Job Description: Clerk IV

**DRAFT**

Gen. Ord. No. \_\_\_\_\_ By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and  
Ross.  
June 5, 2017

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division and the Engineering Division in the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.1., B.5., and B.6. is amended follows:

Class Title	Class Grade	NO. of Employees
<b>B. DEPARTMENT OF PUBLIC WORKS</b>		
<b>Delete:</b>		
1. Department of Public Works		
Administrative Assistant/Confidential Secretary	04	01
Cemetery Supervisor/Administrative Assistant	04	01
5. Wastewater Treatment Division		
Clerk Typist	03	01
6. Engineering Division		
Senior Engineer Aide/Cad Operator	08	01
<b>Add:</b>		
1. Department of Public Works		
Management Analyst	06	01
Clerk I	01	02
5. Wastewater Treatment Division		
Clerk IV	04	01
6. Engineering Division		
GIS Technician	06	01

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 and attached revised job descriptions shall be in effect from and after its passage and publication.



## Job Description

<b>Job Title:</b>	<b>Management Analyst</b>	<b>Department:</b>	Department of Public Works		
<b>Date Issue:</b>	May 22, 2017	<b>Reports To:</b>	Director, Department of Public Works		
<b>FLSA Classification:</b>	Exempt	<b>Wage:</b>	Salary Grade 6		
			<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
		As of 2017	\$42,709	\$53,386	\$64,064

## Position Summary

Under the general supervision of the Director of Public Works, the Management Analyst is a highly technical position responsible for assisting and/or championing the development, design and implementation of performance measures, as well as responsibility for supervising department administrative personnel and needs. Work primarily involves leadership over the administrative functions and personnel of the department, from budgetary monitoring, problems and concerns, to developing, designing and monitoring performance measures and reviewing long-range trend analysis.

## Supervision Received

Works under the direction of the Director of Public Works.

## Supervision Exercised

Supervision over clerical support staff.

## Essential Duties & Responsibilities

1. Develops and tracks department performance metrics and designs, presents and implements performance measure in conformance with the long-range department and city goals.
2. Develops useful performance measures and assists in the assimilation of those measures into department operations. Monitors, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the Department of Public Works experience and history.
3. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
4. In conjunction with the Director of Finance and Department of Public Works Director, develops or assists in the development of the department's annual budget and monitors progress throughout the year.
5. Organize and oversee employee and/or citizen engagement surveys and develops a plan of action to identify and address the improvement program.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
8. Identify and/or coordinate grant writing opportunities.
9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
10. Participates in the implementation and/or upgrades of MUNIS software system.

## Qualification Requirements:

11. Meets with and presents department budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.

13. Knowledge of principles and practices of accounting, budgeting and finance in a business setting.
14. Knowledge of performance measure budgeting and analysis.
15. Ability to maintain financial records and accounts.
16. Ability to create, prepare and present reports covering a variety of department needs.
17. Ability to work effectively under tight time constraints.
18. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
19. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
20. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
21. Ability to adapt to financial software products.

#### **Education and/or Experience**

22. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
23. Three to five years of experience in a professional business environment, development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.
24. Three or more years of demonstrated success in a supervisor capacity.

#### **Essential Physical Functions/Needs of the Job**

25. The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

#### **Pre-employment Requirement**

26. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



## Job Description

<b>Job Title:</b>	<b>GIS / Project Specialist</b>	<b>Department:</b>	<b>Department of Public Works</b>		
<b>Date Issue:</b>	<b>May 22, 2017</b>	<b>Reports To:</b>	<b>City Engineer</b>		
<b>FLSA Classification:</b>	<b>Non-Exempt</b>	<b>Wage:</b>	<b>Salary Grade 6</b>		
			<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
		As of 2017	\$42,709	\$53,386	\$64,064

## Position Summary

Under the general supervision of the City Engineer with the Public Works Department, the Geographic Information System ("GIS") / Project Specialist is responsible for performing various duties related to the development and maintenance of the City's GIS, including coverage creation, database development, quality control and output. In addition, the position will support miscellaneous departmental needs, including assisting or leading project research in areas both within the Engineering Division, as well as other divisions within the Department of Public Works.

## Essential Duties & Responsibilities

1. Assists in the development by either working independently or with a team to develop, maintenance, coordination and support of the City's GIS to advance the goals of the City's mapping and reporting needs. This includes digital map production, maintenance, and database activities that support the relevant geographic data.
2. Assists in the department in the development or creation of special projects or assignments.
3. Develops arc, polygon and point geographic coverages through the use of digitization and coordinate geometry under the ARC/GIS ESRI software program on the Windows Platform environment.
4. Prepare digital data request for internal and external customers.
5. Create other digital and hardcopy maps for other government offices both within and outside the city to support daily office functions, public hearing meetings and other governmental meetings.
6. Researches and obtains source documents necessary to accurately develop geographic and analytical data. Obtaining this documentation through significant interaction with various departments and agencies.
7. Create daily customized mapping products utilizing cartographic skills to portray data in an understandable format for the general public, interoffice use and other government offices both within and outside the City of Sheboygan (orthophotos, site plans, etc).
8. Consults with Information Systems staff to utilize/manipulate information currently stored on the AS400 Mainframe within the GIS software.
9. Develops/assists in development of programs in order to streamline geographic data entry and analysis.
10. Prepare and maintain user and system documentation for all data acquisition and processing to include metadata development for all coverages.

11. Stays current with trends and developments in GIS software in order to remain current with changes and growth of GIS, both within the city operations and market trends.
12. Assist general public and office personnel with accessing land records information.
13. Analyzes data, prepares reports, memoranda and correspondence.

#### **Qualification Requirements:**

14. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
15. Ability to create, prepare and present reports covering a variety of department needs.
16. Ability to work effectively under tight time constraints.
17. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
18. Ability to adapt to the needs of the department.

#### **Education and/or Experience**

19. Bachelor's Degree from an accredited college or university with major coursework in Geographic Information Systems, geography, computer science or urban and regional planning, plus a minimum of two years of experience with GIS, ARC/INFO and ARCVIEW software is preferred.
20. Knowledge of Geographic Information System (GIS) and cartographic principles and techniques, ARC/INFO and ARCVIEW software. Extensive working knowledge of G.I.S. methods and procedures for input, processing output, and development of applications. Ability to work independently with minimal direction, ability to pay close attention to detail and to interact effectively with the general public and office staff. Knowledge of AutoDesk drafting and mapping products would be a plus.
21. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

#### **Essential Physical Functions/Needs of the Job**

22. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
23. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

#### **Pre-employment Requirement**

24. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



## Job Description

**Job Title:** Clerk I **Department:** Department of Public Works

**Date Issue:** May 22, 2017 **Reports To:** Management Analyst

**FLSA Classification:** Non-Exempt **Wage:** Salary Grade 1

	Minimum	Midpoint	Maximum
As of 2017	\$11.92/hour	\$14.90/hour	\$17.88/hour

## Position Summary

Under the general supervision performs entry level customer service for citizens and administrative needs for general Department of Public Works functions. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan.

## Supervision Received

Works under the direction of the Management Analyst.

## Supervision Exercised

No supervision over other employees.

## Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Answers routine correspondence through written or oral responses.
3. Composes letters, memoranda and other correspondence.
4. May be needed to attend and/or participate in department meetings.
5. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
6. May be required to update websites, as needed.
7. Must be capable of preparing requisitions, purchase orders etc. for the department.
8. Ability to utilize a personal computer and related equipment.
9. May participate or be responsible for UPS or other related shipping and billing.
10. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
11. Performs additional tasks as assigned.

## Qualification Requirements:

12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Ability to work effectively under tight time constraints.
14. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
15. Ability to adapt to the needs of the department.

### **Education and/or Experience**

16. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
17. One to three years of previous customer service experience preferred.
18. One to three years of previous data entry experience preferred.
19. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

### **Essential Physical Functions/Needs of the Job**

20. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
21. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

### **Pre-employment Requirement**

24. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



## Job Description

<b>Job Title:</b>	Clerk IV	<b>Department:</b>	Department of Public Works		
<b>Date Issue:</b>	May 17, 2017	<b>Reports To:</b>	Management Analyst		
<b>FLSA Classification:</b>	Non-Exempt	<b>Wage:</b>	Salary Grade 4		
			<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
		As of 2017	\$17.61/hour	\$22.01/hour	\$26.42/hour

## Position Summary

Under the general supervision of the Waste Water Treatment Plan Superintendent, and in coordination with needs derived from the Municipal Service Building and Director of Public Works, performs diverse and responsible administrative assistant responsibilities, including analytical work requiring individual judgement, initiative and specialized knowledge of both the Waste Water Treatment Plan ("WWTP") and Department of Public Works ("DPW"). Customer service for citizens and administrative/data entry needs for both WWTP and DPW included. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan. Knowledge of city and departmental policies and procedures needed.

## Supervision Received

Works under the direction of the Waste Water Treatment Plant Superintendent, with input from the Director of Public Works.

## Supervision Exercised

No supervision over other employees.

## Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Develops and implements procedures for expediting the flow of clerical work.
3. Researches, organizes, and types correspondence and complex statistical or financial reports.
4. Maintains varied statistical and/or bookkeeping records and prepares reports of considerable difficulty.
5. Maintains responsibility for and recommends needed improvements on an efficient filing system.
6. Receives and screens telephone calls and visitors and acts as an intermediary for supervision, and maintains a department calendar.
7. Handles mail, answers routine correspondence, and routes technical inquiries to the proper person.
8. May issue permits and licenses, receive payments, make receipts, and audit accounts.
9. Performs other related work as assigned.
10. Answers routine correspondence through written or oral responses.
11. Composes letters, memoranda and other correspondence.
12. May be needed to attend and/or participate in department.
13. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
14. May be required to update websites, as needed.
15. Must be capable of preparing requisitions, purchase orders etc. for the department.

16. Ability to utilize a personal computer and related equipment.
17. May participate or be responsible for UPS or other related shipping and billing.
18. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
19. Performs additional tasks as assigned.

#### **Qualification Requirements:**

20. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
21. Ability to work effectively under tight time constraints.
22. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
23. Ability to adapt to the needs of the department.
24. Possesses significant knowledge of office methods, practices and equipment.
25. High level of proficiency in typing accurately and efficiently.
26. Willing and able to participate in meetings during non-traditional office hours.

#### **Education and/or Experience**

27. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
28. Three to five years of previous administrative assistant and customer service experience required.
29. Five to seven years of previous data entry experience preferred.
30. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

#### **Essential Physical Functions/Needs of the Job**

31. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
32. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

#### **Pre-employment Requirement**

24. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Benchmark Measurements for the Human Resources Department for the period of January 1, 2017 and ending March 31, 2017.

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

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**REPORT DATE:** May 17, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:**

Objectives of the report are as follows:

- 1) Review policies and procedures for relevancy, outlined expectations and consistent execution.
- 2) To analyze benefit vendors for optimal quality of service, location for employees and competitive pricing.
- 3) To monitor reliability and affordability of service for customers.
- 4) To research, evaluate and pursue additional funding opportunities through partnerships, relationships and grants.

**STAFF COMMENTS:**

A quarterly meeting took place in May 2017 with the City of Sheboygan's insurance broker, Diversified Insurance. The significant and/or notable highlights are listed on the attached *Human Resources Department First Quarter 2017 Benchmark Review Document*.

**ACTION REQUESTED:**

For informational propose only.

**ATTACHMENTS:**

- I. Human Resources Department First Quarter 2017 Benchmark Review Document.

**Human Resources Department**  
**First Quarter 2017 Benchmark Review**  
May 18, 2017

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A meeting was held in May 2017 with Diversified Insurance, the City of Sheboygan's Insurance Broker. With the exception of the city's health insurance spend, all benefits are on-target with projected expenses, and considered competitive in the local market. The following items are worth noting for this review:

**1. Medical Insurance**

- a. Health Plan Loss Ratio Report for Claims Paid Through April, 2017:  
(Claims from experience prior to January 1, 2017 included)

<b>Loss Ratio:</b>	<b>116.42%</b>	<b>Total Plan Costs:</b>	<b>\$1,660,149</b>
		<b>Projected Plan Costs:</b>	<b><u>\$1,425,989</u></b>
		<b>Dollar Difference:</b>	<b><u>(\$234,159)</u></b>

This means the premiums currently being charged do not cover the current costs of health insurance. The reserve fund is currently needed to cover the balance. After many years, between medical cost inflation and experience, it appears that the city's good fortune has been adversely affected.

As of this writing, Diversified is recommending an 18% increase in premiums for 2018, which reflects actuarial calculations of projected costs given actual and anticipated experience with the City of Sheboygan's book of business.

- b. Activity Currently Under Way
1. A qualified High Deductible Health Plan was introduced in 2015, with all employees migrating to the plan in 2016.
  2. A more robust Wellness Program, including a points-based premium contribution level was introduced in January 2017 with discounts applicable to employee premium contributions in 2018.
  3. With in-network utilization of 95.5%, and an average discounted price of 48.2%, it is recommended that the City of Sheboygan continue to remain with UMR as the Third Party Administrator for Health Insurance.
  4. The Pharmacy Benefit Manager (PBM) is currently OptumRx, which will be reviewed prior to renewal in 2018.
    - a. Generic Utilization for 1Q2017: 87.2%
    - b. Brand Name for 1Q2017: 12.8%
  5. A rebate program is available with the city's stop loss carrier. A review is currently under way to determine the availability of rebates
  6. While the health reserve fund is being utilized for the current spend, ample funds exist to continue partially funding the 2018 Health Savings Accounts. However, a modification to contribution levels and/or match program are currently being reviewed.

**2. Non-Represented Employee Benefits**

A current review of comparable employment benefits is currently under way with neighboring and comparable municipalities within the state.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Benchmark Measurements for Information Technology (IT) Department, for period commencing January 1, 2017 and ending March 31, 2017.

---

**REPORT PREPARED BY:** Greg Vertelka, Director of Information Technology

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**REPORT DATE:** May 18, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:**

These are the benchmark measurements as defined in the 2017 strategic plan for IT.

**STAFF COMMENTS:**

The following are the first quarter measurements and 2017 goals.

<b>Measurements</b>	<b>2015 Actual</b>	<b>2016 YTD</b>	<b>2016 Actual</b>	<b>2017 YTD</b>	<b>2017 Goals</b>
<b><u>Workload</u></b>					
Total Break/Fix Issues Logged	192	NA	750	199	700
Total Open Break/Fix Issues	1	NA	0	13	0
<b><u>Efficiency</u></b>					
Average Close Time for all IT Request Types (days)	17	NA	5	6	5
<b><u>Effectiveness</u></b>					
Percent of Break/Fix Issues	67%	NA	75%	71%	80%

<b>Measurements</b>	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
<b><u>Workload</u></b>					
Total Number of Servers	33	NA	32	31	30
Total Servers Virtualized	24	NA	25	25	25
Percent Virtualized	73%	NA	78%	81%	83%
<b><u>Workload</u></b>					
Total Munis Modules Owned	23	NA	23	23	24
Total Munis Modules Used	19	NA	20	20	21
Percent Implemented	83%	NA	87%	87%	88%
<b><u>Workload</u></b>					
Percentage of Computers Installed	23%	NA	75%	98%	100%
Number of Security Audits Performed	0	NA	1	0	2
Number of Security Outbreaks Reported	2	NA	0	0	0
Percentage of Remote Computer Access	34%	NA	7%	15%	6%
Percentage of Remote User Access	29%	NA	5%	11%	3%
<b><u>Workload</u></b>					
Total Committees on BoardDocs	17	NA	20	32	22
Total Issues Reported via Website	181	NA	190	122	200

**ACTION REQUESTED:**  
For informational purposes only.

**ATTACHMENTS:**  
None

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Benchmark Measurements for Cable TV (WSCS) Department, for period commencing January 1, 2017 and ending March 31, 2017.

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**REPORT PREPARED BY:** Greg Vertelka, Director of Information Technology

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**REPORT DATE:** May 16, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:**

These are the benchmark measurements as defined in the 2017 strategic plan for WSCS

**STAFF COMMENTS:**

The following are the first quarter measurements and 2017 goals.

<b>Measurements</b>	<b>2015 Actual</b>	<b>2016 YTD</b>	<b>2016 Actual</b>	<b>2017 YTD</b>	<b>2017 Goals</b>
<b><u>Workload</u></b>					
Number of Programs Produced	474	NA	480	82	500
Number of Broadcast Channels	5	NA	5	5	8
<b><u>Effectiveness</u></b>					
On-Demand Viewing	8,210	NA	9,100	1,732	9,500
On-Demand Unique Visitors	3,394	NA	3,400	700	3,500
Number of Film Awards	3	NA	3	6	3

**ACTION REQUESTED:**

For informational purposes only.

**ATTACHMENTS:**

None

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Benchmark Measurements for the Finance Department, for the period commencing January 1, 2017 and ending March 31, 2017.

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**REPORT PREPARED BY:** Nancy Buss, Finance Director

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**REPORT DATE:** May 16, 2017      **MEETING DATE:** May 22, 2017

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**FISCAL SUMMARY:**

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

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**STATUTORY REFERENCE:**

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

**BACKGROUND / ANALYSIS:**

The benchmark measurements for the Finance Department for the period commencing January 1, 2017 and ending March 31, 2017 is presented for information and discussion.

**STAFF COMMENTS:**

Highlights of the report are as follows:

- Vendor checks issued in the first quarter are typically the highest for the calendar year. A "P" card system will be initiated to reduce the number of vendor checks issued.
- Reports for the first quarter were not distributed by the 10<sup>th</sup> of the month nor were reconciliations completed by the 15<sup>th</sup> of the month, largely due to closing of 2016 and the audit.
- The 40 percent goal of taxes collected at financial institutions was not met, although the actual collections increased three percent over 2016.
- Rate of return on investments exceeded expectations.
- The Assessing division is currently in the Open Book phase for review of assessments. The Board of Review will convene on June 21, 2017.
- Cost of assessing per parcel reduced due to outsourcing.

**ACTION REQUESTED:**

For informational purposes only.

**ATTACHMENTS:**

- I. Finance and Assessing benchmark measurements.

## FINANCE

Measurements	2015 Actual	Y-T-D 3/31/2016	2016 Actual	Y-T-D 3/31/2-17	2017 Goals
<b><u>Workload</u></b>					
Vendor checks issued	5,310	1,645	6,030	1,989	5,310
Accounts receivable invoices	750	210	682	198	750
Receipts processed	26,000	9,643	24,664	10,631	26,000
Journal entries posted	4,300	943	4,025	945	4,300
<b><u>Effectiveness</u></b>					
Percent of reports distributed by the 10th	0%	0%	0%	0%	50%
Percent of reconciliations completed by the 15th	0%	0%	0%	0%	50%
Percent of receipts processed within one business day	95%	95%	95%	92%	95%
<b><u>Efficiency</u></b>					
% of taxes collected at financial institutions	27%	35%	35%	38%	40%
<b><u>Effectiveness</u></b>					
Rate of Return on investment	0.71%	1.39%	1.53%	1.39%	1.00%
Basis points above LPIG	0.52%	1.01%	1.11%	.61%	.25%

## ASSESSING

Measurements	2015 Actual	Y-T-D 3/31/2016	2016 Actual	Y-T-D 3/31/2-17	2017 Goals
<b><u>Workload</u></b>					
Cases presented/cases upheld by Board of Review	5	0	0	0	5
<b><u>Efficiency</u></b>					
Cost of assessment per parcel	\$24.24	\$25.56	\$20.29	\$17.92	\$19.82
<b><u>Effectiveness</u></b>					
Assessment ratio	.9956	.9956	.9966	.9966	.9900

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Benchmark Measurements for the Department of Planning and Development.

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

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**REPORT DATE:** May 15, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:**

As part of the annual budgeting process, the department has developed performance benchmarks to track progress of the department's activities. The Planning and Development division is responsible for a number of different budget centers in the annual budget. This budget centers are shown on the next page.

**STAFF COMMENTS:**

**Planning and Development Division Comments:** City Plan Commission and Architectural Review Board applications appear to be on track of meeting the 2017 goal. Typically the second quarter is busier with the changing of the seasons. Division staff has been very busy with special projects as it relates to the implementation of the City's strategic plan focus areas, grant applications, and downtown development.

**Redevelopment Authority Fund Comments:** On March 31, 2017, the Redevelopment Authority purchased the former Koepsell Property at the Sheboygan Riverfront for a redevelopment project. The Redevelopment Authority is working on other projects in the Indiana Avenue corridor as well as additional development potentials in South Pier District.

**Business Revolving Loan Fund Comments:** City Development administers the City's revolving loan funded with Community Development Block Grant funds. No new business loans have been provided funding in the first quarter of 2017. Staff would use this as an indicator that businesses are able to fund their improvements with their funding sources and this is a positive aspect. The Redevelopment Authority continues to review the existing loans status on a quarterly basis.

**Housing Rehabilitation Revolving Loan Fund Comments:** City Development administers the City's housing rehabilitation loan fund that provides loans to low to moderate income individuals to make improvements on their properties. Approximately 1,000 notices have been mailed to property owners who have received code enforcement orders. Division staff has fielded approximately 15 requests from interested property owners, however none have submitted an actual application.

**ACTION REQUESTED:**

**For discussion purposes only.**

**ATTACHMENTS:**

- I. Quarterly Performance Report for January 1, 2017 – March 31, 2017.



**QUARTERLY PERFORMANCE REPORT**  
**DEPT. OF CITY DEVELOPMENT: PLANNING & DEVELOPMENT**  
**First Quarter of Fiscal Year 2017 – Jan 1 through March 31, 2017**

This report covers the first quarter (January 1 through March 31) of fiscal year 2017 and provides a progress update toward achieving the performance measures in the annual budget book.

For more information about this report, contact Chad Pelishek, Director of Planning and Development at (920) 459-3383.

**Planning and Development Division**

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
# Existing businesses assisted	N/A	N/A	N/A	27	40
# Start-up businesses assisted	N/A	N/A	N/A	12	35
# of commission applications approved	N/A	N/A	126	24	125
# of comprehensive plan/ordinance amendments adopted	N/A	N/A	N/A	2	10
# of special projects	N/A	N/A	N/A	9	10
# of sign permits issued	N/A	N/A	N/A	43	100
# of Neighborhood Development Plans completed	N/A	N/A	N/A	0	3
# of new neighborhood associations	N/A				
Construct the Arts/Culture Plaza	N/A	N/A	N/A	0	1
Assemble redevelopment sites in key areas	N/A	N/A	N/A	1	1
Attract a new hotel	N/A	N/A	1	1	2
Execute a new tourism commission and zone	N/A	N/A	N/A	1	1
Coordinate to development a new business park	N/A	N/A	N/A	1	1

**Redevelopment Authority Fund**

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Redevelopment of existing properties	N/A	N/A	N/A	1	4
# of new ground leases negotiated	N/A	N/A	3	0	2

**Business Revolving Loan Fund**

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Loan funds available (as of December 31, 2016)	\$1,798,839	N/A	\$1,760,257	\$1,760,257	\$1,760,257
Outstanding Loan Amount as of December 31, 2016	\$2,362,165	N/A	\$3,755,165	\$3,755,165	\$3,755,165
Number of new loans	2	N/A	8	0	2
Number of new jobs created	1	N/A	93	0	10

**Housing Revolving Loan Fund**

	<u>2015 Actual</u>	<u>2016 YTD</u>	<u>2016 Actual</u>	<u>2017 YTD</u>	<u>2017 Goals</u>
Loan funds available (as of December 31, 2016)	\$157,427	N/A	\$180,000	\$518,065	\$180,000
Outstanding Loan Amount as of December 31, 2016	\$2,915,442	N/A	\$2,890,000	\$2,890,000	\$2,890,000
Number of new loans	7	N/A	7	1	10

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Compensation for Department of City Development Employee

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

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**REPORT DATE:** May 17, 2017

**MEETING DATE:** May 22, 2017

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**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

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**BACKGROUND / ANALYSIS:**

Under the exemption provided in Sec. 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, this discussion will move to a closed session.

**STAFF COMMENTS:**

The starting rate of pay for a potential new employee in the Department of City Development will be discussed.

**ACTION REQUESTED:**

For informational propose only.

**ATTACHMENTS:**

None