

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 41-21-22 by Alderpersons Mitchell and Filicky-Peneski.

REPORT PREPARED BY: Todd Wolf, City Administrator

REPORT DATE: July 20, 2021

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

As city staff begins development of their departmental requests for the 2022 budget, review of the schedule, along with insight and input from the Finance and Personnel Committee is important.

STAFF COMMENTS:

Members of the management team have initiated a preliminary analysis of fiscal factors that are anticipated to affect the 2022 budget.

In conjunction with the preliminary analysis of fiscal factors, the following are suggested goals and parameters to be used by the City Administrator as the management team develops the 2022 Executive Budget:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for estimated \$774,973 increase in wages/benefits for the city workforce.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
10. Incorporate 2022 projects, equipment, police vehicles and large vehicles identified in the 2022 – 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.

12. Continue Garbage, Recycling and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file R.O. No. 41-21-22.

ATTACHMENTS:

- I. R.O. No. 41-21-22
- II. 2022 Budget Schedule and Preliminary Budget Fiscal Factors

General Fund (2021)

	Estimate or FY21 Budget	Revenues (Unaudited)	Expenditures (Unaudited)
FY2021		39,312,634	37,929,860
FY22 - Adjustments			
COVID-19 Grants/Reimbursement		(791,690)	
Net new construction base	25,172,800	251,728	
Change in Transportation Aids		0	
Increase/(Decrease) in Room Tax	1,200,000	120,000	
Salaries			
Wages	28,871,186		577,424
Benefits*			83,149
Compensation Study Wages Est			100,000
Benefits**			14,400
Increase/(Decrease) Health Insurance	6,622,000		331,100
Elections			69,000
Motor Vehicle Fund Charges	2,045,038		51,126
Close Out - TID			
List TID #			0
List TID #			0
List TID #			0
IT Fund Charges	1,048,962		62,938
Adjusted Balance		38,892,672	39,156,059

Surplus/(Shortfall)		(263,387)
FY20 Fund Balance (Unassigned Estimate)		19,149,086
Estimated FY22 Fund Balance (Unassigned Estimate)		49.79%

Debt Service Fund

FY2021		
FY22 - Adjustments		
Change in Debt Service		131,264
Increase/(Decrease) in Room Tax		0
Adjusted Totals		0

Surplus/(Shortfall) (131,264)

* Benefits

FICA	577,424	35,800
Medicare	577,424	8,373
WRS	577,424	38,976
		83,149

Compensation Study Benefits**

FICA	100,000	6,200
Medicare	100,000	1,450
WRS	100,000	6,750
		14,400

City Purposes Debt*

2022	4,310,032
2021	4,178,768

Net Increase (Decrease) 131,264

*From Official Statement 2021

R. O. No. 41 - 21 - 22. By CITY ADMINISTRATOR. July 19, 2021.

Submitting for your information the 2022 Budget Schedule and 2022 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

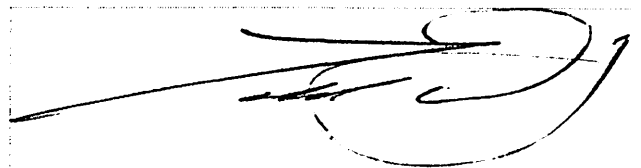
2022 City of Sheboygan Budget Schedule

July 19, 2021	City Administrator submits 2022 Budget Schedule to Common Council.
July 26, 2021	City Administrator communicates to Management Team the parameters for 2022 Budget submittals. Staff begins Salary and Benefit Projections
July 26, 2021	City Administrator discusses budget parameters with Finance and Personnel Committee.
August 20, 2021	Staff completes Salary and Benefit Projections, merges data into the 2022 Budget Projection.
August 30, 2021	Staff completes preliminary departmental budget submittals.
August - September, 2021	City Administrator review of preliminary department budgets.
October 4, 2021	City Administrator submits Budget Resolution to Common Council.
October 5 - 15, 2021	Standing Committee review 2022 Proposed Budget and submit recommendations to Common Council on October 18.
October 8, 2021	Staff publishes Notice of Public Hearing on 2022 Proposed Budget.
October 18, 2021	Committee of the Whole review.
October 25, 2021	Public Hearing on 2022 Proposed Budget.
October 25, 2021	Committee of the Whole refers final 2022 Proposed Budget to Common Council.
November 1, 2021	Common Council to adopt the Budget Resolution.

FAP

Submitting the 2022 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for estimated \$774,973 increase in wages/benefits for the city workforce.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plan.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
10. Incorporate 2022 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.

A handwritten signature in black ink, appearing to read 'Todd Wolf', is written over a horizontal line. The signature is stylized and cursive.

Todd Wolf, City Administrator

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 42-21-22 Reporting that, pursuant to Res. No., 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6143 in the amount of \$16,433.71 billed to Nathaniel J. Helmle regarding damage to a traffic control signal locate at the west median of 14th Street and Erie Avenue on July 4, 2017, has been settled with payment to the City of Sheboygan in the amount of \$15,028.71.

REPORT PREPARED BY: Sara Kleinhans, Accounting Administrative Assistant

REPORT DATE: 7/22/2021

MEETING DATE: 7/26/2021

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 42-21-22 is a negotiated settlement by the City Administrator with Nathaniel J. Helmle on City of Sheboygan Invoice 6143 in the amount of \$15,028.71. The original amount of the invoice was \$16,433.71.

STAFF COMMENTS:

The City Administrator has negotiated the above settlement under the authority granted by Res. No. 66-20-21. This is to notify the Common Council of the negotiated settlement.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 42-21-22.

ATTACHMENTS:

- I. R.O. No. 42-21-22

II

3.4

R. O. No. 42 - 21 - 22. By FINANCE DIRECTOR. July 19, 2021.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6143 in the amount of \$16,433.71 billed to Nathaniel J. Helmle regarding damage to a traffic control signal located at the west median of 14th Street and Erie Avenue on July 4, 2017, has been settled with a payment to the City of Sheboygan in the amount of \$15,028.71.

FHP

Finance Director



City of Sheboygan
828 Center Ave, Suite 205
Sheboygan, WI 53081
Telephone No. 920-459-3371

INVOICE

Invoice Date	Invoice No.
08/11/2017	6143
Customer Number	
35758	
Invoice Total Due	
\$16,433.71	
Payment Terms	
NET 30 DAYS	

HELMLE, NATHANIEL J.
4945 ROSEWOOD CT
LITTLE SUAMICO, WI 54141

Description	Original Bill	Adjustment	Paid	Amount Due
WORK ORDER 95750 SALARIES	\$3,175.00	\$0.00	\$0.00	\$3,175.00
EQUIPMENT RENTAL	\$3,655.00	\$0.00	\$0.00	\$3,655.00
STREET LIGHTING MATERIALS	\$9,371.74	\$0.00	\$0.00	\$9,371.74
SIGNS MATERIALS	\$231.97	\$0.00	\$0.00	\$231.97
TRAFFIC SIGNAL DAMAGED W MEDIAN 14TH & ERIE 7/4/17				

Please put Invoice Number on your check.
Make Checks Payable to: City of Sheboygan

Invoice Total:

\$16,433.71



THE SILVER LINING™

Claim No.: AH24040

PROPERTY DAMAGE ONLY RELEASE

CITY OF SHEBOYGAN against S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Company KNOW ALL MEN BY THESE PRESENTS; that the undersigned for sole consideration of FIFTEEN THOUSAND TWENTY EIGHT AND 71/100 Dollars (\$15,028.71) paid to the undersigned, do hereby fully and forever release and discharge S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Co and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, both known and unknown, including future developments thereof, costs, loss of service and compensation on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the accident on or about 07/04/2017, at or near W Median 14th & Erie, Sheboygan, WI..

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released.

It is understood that this is a complete release of property damage only and it is understood and agreed that it does not constitute a release for any bodily injury which may have resulted from this accident.

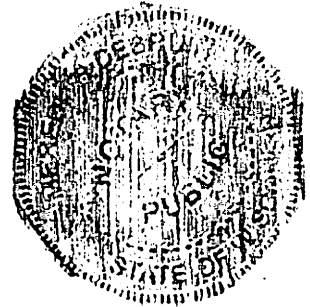
I/We further agree that this release and payment pursuant thereto is not to be construed as a waiver by or an estoppel of any party released to prosecute a claim or action against the undersigned for any damages sustained.

CAUTION! READ BEFORE SIGNING

[Signature] (SEAL) STATE OF Wisconsin
TODD WOLF - ON BEHALF OF CITY OF SHEBOYGAN
(SEAL) COUNTY OF Sheboygan

On this 7th day of July, 2021, before me appeared Todd Wolf to me personally known, and who acknowledged the execution of the foregoing instrument as free act and deed, for the consideration set forth therein.

NOTARY PUBLIC [Signature] My Commission Expires 10-18 2023
WB-353 (12-11)



III

4.5

Res. No. 33 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the City Administrator to approve payment of bills and invoices related to the City's health insurance plan.

WHEREAS, on an annual basis, the Common Council of the City of Sheboygan approves the health insurance plan for City employees and other covered individuals ("City Insured") for the next calendar year; and

WHEREAS, pursuant to that approved health insurance plan, the City will, from time to time, receive bills or invoices related to the health care of City Insured; and

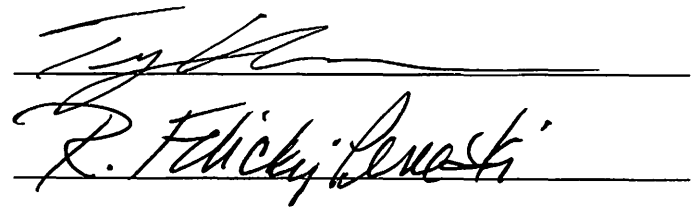
WHEREAS, these bills and invoices can exceed \$50,000; and

WHEREAS, it is in the best interest of the City that these bills and invoices be processed and, assuming the bill or invoice is proper, paid promptly.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his or her designee is authorized to review and pay bills and invoices related to the City's health insurance plan without prior approval of the Finance and Personnel Committee or Common Council, to the extent funds have been previously appropriated, even when such bills and invoices - individually or collectively - exceed \$50,000.

BE IT FURTHER RESOLVED: That the City Administrator shall report any payments made pursuant to this Resolution to the Finance and Personnel Committee on at least a quarterly basis.

F4P



R. Filicky-Peneski

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 33-21-22 by Alderpersons Mitchell and Filicky-Penseski.

REPORT PREPARED BY: Vicky Schneider, Director of Human Resources and Labor Relations

REPORT DATE: 7-22-2021

MEETING DATE: 7-26-2021

STATUTORY REFERENCE:

FISCAL SUMMARY:

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

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

BACKGROUND / ANALYSIS: As the City of Sheboygan is a self-insured organization, it has contracted with UMR as a vendor for health insurance products. The intent of this document is to request that the City Administrator be given the authority to pay monthly invoices for our health insurance fees, transplant and stop-loss coverages.

ACTION REQUESTED:

Motion to Approve that the City Administrator is authorized to pay the attached August 2021 UMR invoice in the amount of \$75,205.63 for administrative fees, transplant and stop-loss coverage, and all future invoices for 2021.

ATTACHMENTS:

- I. UMR August Invoice



CITY OF SHEBOYGAN - 76410812 - Division 001

August 2021

VIEW TOTALS FOR DIVISION 001 | [VIEW TOTALS FOR ALL DIVISIONS](#)

BALANCE FORWARD: \$0.00

Payable to: UMR
US BANK
ST. PAUL, MN
ABA number: 091000022
Account number: 104796863421

COVERAGE	INVOICE	PLAN	AMOUNT DUE
HEALTH	0011563458	767000410812	\$16,725.83

TOTAL AMOUNT DUE: \$16,725.83
DUE DATE: 08/01/2021

COVERAGE	INVOICE	PLAN	AMOUNT DUE
TRANSPLANT	0011563456	UNITED HEALTH	\$3,463.69
STOP LOSS	0011563457	VOYA	\$55,016.11

TOTAL AMOUNT DUE: \$58,479.80
DUE DATE: 08/01/2021

70411030.521500 → 16,725.83
70411030.540206 → 58,479.80

TOTAL BALANCE DUE: \$75,205.63

Look to pay via wire transfer
D. Clarke
7/21/2021

All invoices are due upon receipt and considered late if full payment is not received prior to the last day of the billed month. Be sure to include your 8-digit group number when submitting all payments. If UMR is remitting to any carriers on your behalf, payment must be received no later than 3 business days prior to the end of the billed month to allow for processing and timely remittance. Email questions to UMR_AR@umr.com

Electronic payments must be initiated 5 business days prior to the end of the billed month to ensure payments post to your account prior to the last business day of the month. Please pay as billed and use your normal enrollment method to submit additions, terminations and changes to the enrollment unit. Adjustments will appear on your next statement. Email any questions to UMR-InternetInvoice@umr.com.



CITY OF SHEBOYGAN - 76410812 - Division 001

August 2021

Current Month Activity

COVERAGE	INVOICE	PLAN	PERIOD	AMOUNT DUE
HEALTH	0011563458	767000410812	08/01/2021 to 09/01/2021	\$16,725.83
TRANSPLANT	0011563456	UNITED HEALTH	08/01/2021 to 09/01/2021	\$3,463.69
STOP LOSS	0011563457	VOYA	08/01/2021 to 09/01/2021	\$55,016.11

SUB TOTAL **\$75,205.63**

TOTAL AMOUNT DUE: \$75,205.63



CITY OF SHEBOYGAN - 76410812 - Division 001

August 2021

[VIEW TOTALS FOR DIVISION 001](#) | [VIEW TOTALS FOR ALL DIVISIONS](#)

BALANCE FORWARD: \$0.00

Payable to: UMR
US BANK
ST. PAUL, MN
ABA number: 091000022
Account number: 104796863421

COVERAGE	INVOICE	PLAN	DIVISION	AMOUNT DUE
HEALTH	0011563458	767000410812	001	\$16,725.83

TOTAL AMOUNT DUE: \$16,725.83
DUE DATE: 08/01/2021

COVERAGE	INVOICE	PLAN	DIVISION	AMOUNT DUE
TRANSPLANT	0011563456	UNITED HEALTH	001	\$3,463.69
STOP LOSS	0011563457	VOYA	001	\$55,016.11

TOTAL AMOUNT DUE: \$58,479.80
DUE DATE: 08/01/2021

TOTAL BALANCE DUE: \$75,205.63

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Electronic payments must be initiated 5 business days prior to the end of the billed month to ensure payments post to your account prior to the last business day of the month. Please pay as billed and use your normal enrollment method to submit additions, terminations and changes to the enrollment unit. Adjustments will appear on your next statement. Email any questions to UMR-InternetInvoice@umr.com.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 34-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Derek Muench, Director of Parking and Transit

REPORT DATE: July 20, 2021

MEETING DATE: July 27, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: 65193020-641100

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Transit purchased two used trolleys in 2017. The trolleys are heavily used during the summer months by tourists as a means to explore the City's Downtown, Riverfront and South Pier districts. Unfortunately, neither trolley is in operating condition at the moment. Presently, a regular transit bus is covering the trolley route.

STAFF COMMENTS:

In an effort to support the City's Strategic Plan's S.T.A.I.R.S. Core Values of S-Service and S-Stewardship/Fiscal Responsibility, and its six Focus Areas, it is prudent to purchase another trolley. Funding for the purchase of the trolley will be made possible by utilizing transit department reserves.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 34-21-22.

ATTACHMENTS:

- I. Res. No. 34-21-22

III

4.6

Res. No. 34 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Supply Agreement with Hometown Trolley for the purchase of a new trolley, and authorizing a budget adjustment and appropriation in the 2021 budget regarding the purchase of the trolley.

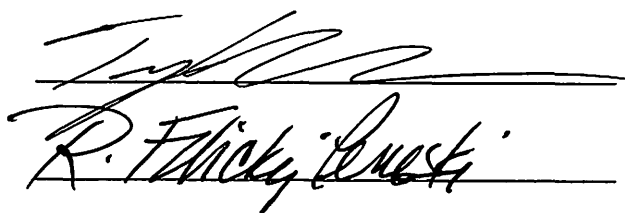
RESOLVED: That the Mayor is authorized to execute the Supply Agreement with Hometown Trolley in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Transit Capital Outlay - Vehicles (Account No. 65193020-641100) by \$157,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the Transit Fund's Unreserved Retained Earnings.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the trolley purchase in the amount of \$157,000 from Account No. 65193020-641100.

FAP
4/3



R. Filicky-Peneski

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



SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between DOUBLE K, INC. dba HOMETOWN TROLLEY ("H-T") and the City of Sheboygan, Wisconsin ("Buyer"). H-T and Buyer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Supply of Products. Subject to the terms set forth herein, Buyer shall purchase from H-T, and H-T shall manufacture and sell to Buyer, the product(s) identified on Exhibit A hereto (individually, a "Product" and collectively, the "Products"). The pricing and payment terms for the Product(s) shall be as set forth on Exhibit A hereto.

2. Terms and Conditions. The purchase and sale of the Product shall also be subject to, and be governed by, the Terms and Conditions of Sale attached to this Agreement as Exhibit B.

3. Miscellaneous. This Agreement, which includes the Preamble above and the Exhibits hereto, all of which are incorporated herein by reference, constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the Parties regarding such subject matter are merged herein, made a part hereof, and superseded hereby. No amendment, waiver, or modification of this Agreement will be valid unless made in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Neither this Agreement nor sales hereunder shall be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DOUBLE K, INC. /HOMETOWN MFG.

By Kristina Pence-Dunow
Print Name Kristina Pence-Dunow
Title President/ CEO
Date 3.26.21

By _____
Print Name _____
Title _____
Date _____



Exhibit A

Product(s): Pricing and Payment Terms

Product(s): 2021 Villager Model VIN#

Pricing: \$157,000

Payment Terms: See Exhibit B hereto.



Exhibit B

Terms and Conditions of Sale

1. **Controlling Terms.** This Agreement governs the sale of Products by H-T to Buyer. H-T expressly objects to and rejects any new or different terms or conditions that may be provided by Buyer or contained in any of Buyer's purchasing documents, including but not limited to Buyer's purchase orders, confirmations or other documents. Any conditions, negotiations, or understandings which are not contained in this Agreement shall have no force or effect unless made in writing and signed by an authorized H-T representative. H-T's offer to sell the Products is expressly limited to the terms of this Agreement, and Buyer acknowledges and agrees that Buyer has made an unqualified acceptance of the terms of this Agreement.

2. **Pricing.** The pricing for the Product(s) sold hereunder is set forth in Exhibit A hereto. All pricing is stated in, and shall be payable in, U.S. Dollars (\$). Buyer shall be responsible for payment of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sale, purchase, shipment, receipt or use of the Product(s).

3. **Payment Terms.** Payment terms are as follows: Purchase price due within 30 days of acceptance of delivery of the Product. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on H-T's demand. Buyer may not set off amounts due to H-T against claims it may have against H-T.

4. **Title.** Title to and risk of loss of Products sold hereunder shall pass to Buyer upon delivery of such Products at the Delivery Point (as defined in Section 5 below).

5. **Delivery; Orders.**

(a) **Generally.** Delivery shall be to Buyer's location at 608 S. Commerce Street, Sheboygan, Wisconsin 53081 (such delivery location being referred to herein as the "Delivery Point").

(b) **Delivery Date.** Any delivery date given by H-T is based on prompt receipt of all necessary information regarding the order and subject to availability of the Products items ordered. H-T shall use reasonable efforts to meet such delivery dates, but does not guarantee that it will meet such dates (unless a firm delivery date is specifically agreed in writing by the Parties in connection with a particular order). The failure by H-T to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind, and the time for delivery shall not be of the essence.

6. **Claims Process; RGAs.** Any Products subject to return, for any reason, must first have a Returned Products

Authorization ("RGAs") number issued by H-T. Authorized returns will be accepted by H-T only on a freight prepaid basis. If H-T elects to pre-pay for freight, H-T may elect to take a credit against Buyer's account or be reimbursed by Buyer. If an RGA request is approved, Buyer may return Products for a credit only and such credit will be issued on the following terms: Only stock items are returnable and must be in the original carton or wrapping, undamaged and with no missing parts; Buyer will be required to pay a handling charge, plus any refurbishing charges, in connection with the return of any item, unless the item was shipped in error by H-T or is the subject of a valid warranty claim (in which case such handling and refurbishing charges will not apply); all returns must be shipped to H-T (or such other location as may be designated by H-T from time to time), on a freight prepaid basis; and the RGA number must be clearly marked on the outside of the item being returned and on the packing list. If Buyer does not follow this return policy, H-T may refuse to receive the returned items or may ship them back to Buyer at Buyer's expense. All warranty returns are also subject to the terms of H-T's Limited Warranty (as defined in Section 7 below).

7. **Limited Warranty.** Sales of a Product are subject to H-T's limited warranty, as in effect at the time of the sale (the "Limited Warranty"). H-T reserves the right to modify the Limited Warranty from time to time in its discretion. Buyer may contact H-T's Customer Service Department for a copy of H-T's Limited Warranty. H-T may also make its Limited Warranty available on its website at www.hometowntrolley.com.

8. **No Other Warranties; Limitation of Damages.** H-T'S LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCTS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THE REMEDIES DESCRIBED IN H-T'S LIMITED WARRANTY ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL H-T BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, H-T'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID TO H-T FOR THAT DEFECTIVE PRODUCT.

III

4.7

Res. No. 35 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget for the Tyler Technologies Development (Munis) Chart of Accounts Redesign.

WHEREAS, when the 2021 Budget was approved, the Chart of Accounts Redesign was unanticipated; and

WHEREAS, the existing Chart of Accounts which is currently 1,081 Organizational Codes, referred to as ORGS (Cost Centers), and 6,143 Object Codes, referred to as OBJECTS (Account Numbers), is very cumbersome to manage; and

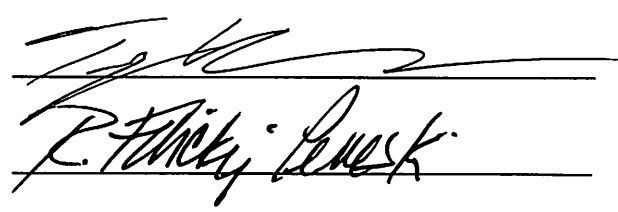
WHEREAS, a systematic review of municipalities with similar-sized budgets to the City of Sheboygan revealed that a more standard number of ORGS is 60; and

WHEREAS, the Chart of Accounts Redesign project, which has a cost of \$40,000, would streamline internal operations, supporting the Strategic Plan S.T.A.I.R.S. Core Values and the Focus Area of Governing and Fiscal Management.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for IT Fund - IT Department - Software Maintenance (Account No. 70717100-523122) by \$40,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation shall come from the General Fund Contingency Reserve (10199021-810103).

FJP
(2/3 vote)



R. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 35-21-22 authorizing a budget adjustment and appropriation in the 2021 budget for the Tyler Technologies Development (Munis) Chart of Accounts Redesign

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: 7/22/2021

MEETING DATE: 7/26/2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: 70717100-523122
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

A well-designed chart of accounts is the backbone of any accounting system. In addition to organizing accounting activities it must also have a consistent classification structure for budgeting and financial reporting. It is our perception, that when the City of Sheboygan transitioned from AS400 to Tyler Munis in 2009 the Chart of Accounts was brought into the new software at its current state. Over the years it has continued to grow, making it large and cumbersome for City staff to manage.

STAFF COMMENTS:

The Finance Department will be redesigning the City of Sheboygan's Chart of Accounts beginning in late summer, 2021. The city staff will complete the work of mapping the existing chart of accounts into the new account structure. We will be utilizing the State of Wisconsin's Uniform Chart of Accounts as a guide to standardize our chart of accounts with other cities, towns and villages. It is believed this investment will have a ripple effect and systematically streamline other processes involving the Chart of Accounts, such as budgeting and financial reporting.

Tyler Munis will assist with the redevelopment by merging (in some cases several) old general ledger accounts to one new account. Their involvement will ensure all historical information is intact within the new account structure. When the 2021 budget was approved the Chart of Accounts redesign was unanticipated, therefore we are requesting \$40,000 be transferred from the General Fund Contingency Reserve to the IT Fund – IT Department – Software Maintenance to compensate Tyler Munis for their work.

ACTION REQUESTED:

Motion to recommend adoption of Res. No. 35-21-22

ATTACHMENTS:

- I. Res. No. 35-21-22