

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 35-20-21 is a claim from Constance Oldenburg for alleged damages to her property.

REPORT PREPARED BY: Laurie Suhrke, Finance Department

REPORT DATE: August 12, 2020

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 35-20-21 is a claim from Constance Oldenburg for alleged damages to her property due to a deluge of rain which allegedly caused her sump pump to fail which resulted in a flooded basement.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 35-20-21.

ATTACHMENTS:

- I. R.O. No. 35-20-21

II

3.1

R. O. No. 35 - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Constance Oldenburg for alleged damages to her basement due to flooding which caused her sump pump to fail.

F4P

CITY CLERK

DATE RECEIVED

7-13-2020

RECEIVED BY

MKC

JUL 13 '20 AM 11:35

CLAIM NO.

8-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Constance Oldenburg
2. Home address of Claimant: 3425 Mayflower Avenue
3. Home phone number: 920-452-2993
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) May 17, 2020 7:30 PM
6. Where did damage or injury occur? (give full description) Flooding in my basement causing my sump pump to fail, unable to keep functioning with the downpour
7. How did damage or injury occur? (give full description) As stated above, the deluge of rain caused my sump pump to fail
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: NA
 - (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: NA
 - (b) Claimant's statement of basis for such liability: NA

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

IN SENATE JANUARY 11, 1961

1. That the above-named defendant is guilty of the crime of _____
2. That the above-named defendant is guilty of the crime of _____
3. That the above-named defendant is guilty of the crime of _____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Los Angeles, California, this _____ day of _____, 1961.

Judge of the Court

District Attorney

Clerk of the Court

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Los Angeles, California, this _____ day of _____, 1961.

Judge of the Court

District Attorney

Clerk of the Court

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

Deputy District Attorney

[Handwritten signature]

20. 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").

NA

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

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

Auto: \$ NA

Property: \$ NA

Personal injury: \$ NA

Other: (Specify below) \$ NA

TOTAL \$ NA

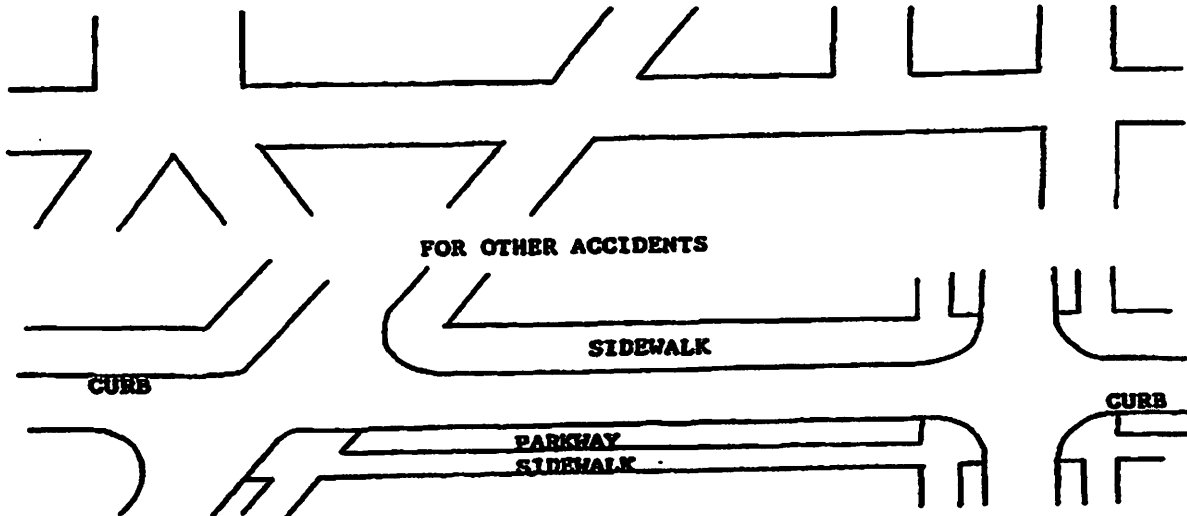
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

THIS IS A COPY OF THE ORIGINAL DOCUMENT AND NOT A REPRODUCTION OF THE ORIGINAL DOCUMENT. THE ORIGINAL DOCUMENT IS THE ONLY COPY OF THE ORIGINAL DOCUMENT.

DATE RECEIVED 7-13-2020

RECEIVED BY MKC

CLAIM NO. 8-20

CLAIM

Claimant's Name: Constance Oldenburg
Claimant's Address: 2425 Mayflower Avenue
Sheboygan
Claimant's Phone No. 920-452-2993

Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ 382.98
TOTAL \$ 382.98

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 \$ 382.98.

SIGNED Constance Oldenburg DATE: 7/8/2020

ADDRESS: 2425 Mayflower Avenue
Sheboygan, WI 53083

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

City Engineering

Enclosed is a copy of my most recent plumbing bill due to the failure of my sump pump during the latest deluge of rain on Sunday, May 17th.

I have repeatedly contacted your office for some assistance in alleviating this problem. I have been told that west of my house is uphill when trying to connect with the sewer and going east there is not enough of a slope for drainage.

When I purchased my home the sump pump was connected to drain the water in my slop sink. After living here a few years city inspectors came through and demanded that I hire a plumber and redirect the water outside. Since that change I have replaced 5 sump pumps, had to call plumbers on holidays/weekends at premium charges and have had damage to the structure of my basement.

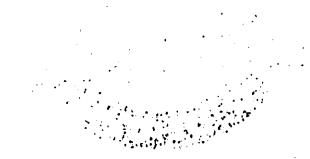
Since you have not provided a solution to my dilemma, I am requesting reimbursement for the bill enclosed. It appears my neighbor to the east of my house and I are the only two homes that don't qualify for a mini sewer. And I am the only home that has flooding in my basement.

I would prefer a resolution to this problem but after repeated pleas It is still unresolved.

**Connie Oldenburg
2425 Mayflower Avenue**

1000
1000

1000
1000



1000

1000
1000

1000
1000

1000
1000

1000

1000
1000

1000
1000

1000
1000

1000
1000



NEUMANN PLUMBING & HEATING, INC.
 1114 Millersville Avenue
 Howards Grove, WI 53083
 (920) 565-3345
 (920) 565-4181 (fax)
www.neumannplumbing.com

Invoice: 156329
Customer ID: 1357
Date: 6/17/2020

Bill to: Connie Oldenburg
 2425 Mayflower Avenue
 Sheboygan, WI 53083

Service at: Connie Oldenburg
 2425 Mayflower Avenue
 Sheboygan, WI 53083

P.O. #:

Quantity	Description	Unit Price	Amount
1.00	Sump pump	\$190.00	\$190.00
1.00	1 1/2" check valve	\$37.38	\$37.38
1.00	1 1/2" male adpt.	\$1.49	\$1.49
1.00	1 1/2" 45	\$1.51	\$1.51
4.00	Ft of 1 1/2" pvc	\$0.65	\$2.60
	Plumbing Service		\$150.00
	5-19-20: Replace sump pump.		

Notes:

Subtotal: \$382.98

Sales Tax: \$0.00

Payments: \$0.00

Terms: Net 30

Total Due: \$382.98

We accept Mastercard & Visa - *pay online at neumannplumbing.com*

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

Your review is our best business!
 check us out at neumannplumbing.com



City of
Sheboygan
spirit on the lake.

July 1, 2020

Dear Property Owner:

The City of Sheboygan has a process when filing a claim to the City of Sheboygan. You need to contact the City of Sheboygan Clerks Office. Call the phone number 920-459-3361 and ask for the forms to file a claim for damages. City staff at this department can email the forms to you or have them mailed to you directly.

I will also have the individual in our City Engineering office that manages the mini-storm program for potential sump pump connections revisit your property location to see if extending an existing mini-storm sewer is a possibility. It would be helpful if you could email me so I will be able to communicate with you once we have had a chance to review your sump pump concerns.

If you have any additional questions you can call me at 920-459-3440 or email me at ryan.sazama@sheboyganwi.gov.

Sincerely,

Ryan Sazama, P.E., AIA
City Engineer

DEPARTMENT OF
PUBLIC WORKS
ADMINISTRATION

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081-4790

920/459-3366
FAX 920/459-3443

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 36-20-21 is a claim from Progressive Insurance for alleged damages to their insured's vehicle.

REPORT PREPARED BY: Laurie Suhrke, Finance Department

REPORT DATE: August 12, 2020

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 36-20-21 is a claim from Progressive Insurance for alleged damages to their insured's vehicle when struck by a city snowplow.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to deny the claim.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 36-20-21.

ATTACHMENTS:

- I. R.O. No. 36-20-21

II

3.2

R. O. No. 36 - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Progressive Insurance for alleged damages to their insured (Jeffery Fleischfresser) vehicle when it was struck by a City owned vehicle.

FFP

CITY CLERK

MKE
Claim # 9-20**PROGRESSIVE**

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

7/7/2020 2:24:00 PM
Certified Mail 9489 0090 0027 6301 122
2 63 Return Receipt Requested

CITY HALL
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: SCHMITT, BRIAN
Your Claim Number:
Our Insured: FLEISCHFRESSER, JEFFERY
Our Claim Number: 20-6729618
Amount Subject to Reimbursement: 1993.03
Amount of Insured's Deductible: 500

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

Location of Loss: MICHIGAN AVE / N 4TH ST IN SHEBOYGAN FALLS
Date and Time of Loss: 02/09/2020 AT 6:30PM

Description of Loss: PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.

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

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Nichole Krause

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Claim Payment Detail (20-6729618)

Payment Information

Disbursement Number: 500240371	Total Amount: \$1,493.03
Digital Payment #: 10237740	Invoice Number: 68691060
Pay to the Order of: JEFFERY FLEISCHFRESSER	
Digital Payment	
Notification Method: Email: JFLEISCHY23@GMAIL.COM	
	Phone Number: (920) 627-8700
In Payment Of: Progressive Invoice Number: 68691060	

Reviewed Summary

Issuing Rep: A088027	Approved By:
Issue Date: 02-12-20	Review Date:
Last Updated Rep: A088027	Reviewed By:

Bank Information

Type: Loss	Bank Code: DGT
Stop Reason:	Cleared: 02-14-20
Stop Date:	

Exposure Detail: COLL

Party Name: FLEISCHFRESSER, JEFFERY	Amount Paid: \$1,493.03
Property Description: 11 FORD ESCAPE	Deductible Taken: \$500.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Artisan and Truckers Casualty Co

Estimate ID
1973247
Original

Quote ID
63361401
Claim Number
20-6729618-01

Owner
JEFFERY FLEISCHFRESSER

Insured
JEFFERY FLEISCHFRESSER

Appraiser
IVAN FLOWERS
(440) 910-0179 (Work)
a088027@progressive.com

Classification
None

Artisan and Truckers Casualty Co

Claim Number 20-6729618-01	Adjuster TAMIKA BARRON (440) 910-4057 (Work) a097141@progressive.com	Deductible 500.00 - Not Waived	Reported Date 02/10/2020
--------------------------------------	--	--	------------------------------------

Loss Date
02/09/2020

2011 Ford Escape XLT 4 Door Utility 3.0L 6 Cyl Gas Injected 2WD

Exterior Color WHITE	License WI-ABS8070	VIN 1FMCU0DGXBK82835	Drivable Yes
--------------------------------	------------------------------	--------------------------------	------------------------

Odometer 114206	Mitchell Service Code 910883
---------------------------	--

Primary Point of Impact
Left Rear Corner (7)

Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	CD Player	Cloth Seat	Cruise Control	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Fog Lights	Interior Automatic Day/Night Or Electrochromatic Mirror
Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	Luggage Rack	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat	Rear Gate Wiper	Satellite Radio
Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic

JEFFERY FLEISCHFRESSER | 2011 Ford Escape XLT

Parts Profile SHEB WI All Part Types	Parts Profile Version 2.0
--	-------------------------------------

Line #	Description	LABOR			PART			Total Price	Tax
		Operation	Type	Total Units	Type	Number	Qty		
Roof									
1	001461 L Roof Adhesive Moulding	Remove/Install	Body	0.4	Existing				
Quarter Panel									
2	002185 L Lwr Quarter Panel Moulding	Remove/Install	Body	0.2	Existing				
3	001585 L Quarter Outer Panel	Repair	Body	4.0#*	Existing				
4	AUTO L Quarter Panel Outside	Refinish Only	Refinish	2.0 C	Existing				
5	001565 L Quarter Rear Corner Pillar	Repair	Body	2.0#*	Existing				
6	900501 spot								
7	935000 L Quarter Rear Corner Pillar	Refinish Labor	Refinish	0.5* C					
8	900501 Modified Refinish With Full Clear Coat								
9	004347 L Quarter Splash Shield	Remove/Install	Body	0.2	Existing				
Liftgate									
10	001639 Otr Liftgate Handle	Remove/Install	Body	0.5#	Existing				
11	003632 Lwr Liftgate Handle	Remove/Install	Body	0.2#	Existing				
12	003340 Liftgate Shell	Repair	Body	3.0#*	Existing				
13	AUTO Liftgate Outside	Refinish Only	Refinish	2.2 C	Existing				
14	001675 Liftgate Adhesive Nameplate	Remove/Install	Body	0.2	Existing				
15	003921 Liftgate Adhesive Nameplate	Remove/Replace	Body	0.2	New	8C2Z 1642528 B	1	\$34.62	Yes
16	002112 Liftgate Trim Panel	Remove/Install	Body	INC	Existing				
Rear Lamps									
17	002120 L Rear Combination Lamp	Remove/Install	Body	INC	Existing				
18	004491 L Rear Combination Lamp	Remove/Replace	Body	0.2	Qual Recycled Part	~214597939	1	\$37.50	Yes
Rear Bumper									
19	002123 Rear Bumper Cover	Remove/Install	Body	0.8	Existing				
20	002006 Rear Bumper Cover	Repair	Body	2.0*	Existing				
21	AUTO Rear Bumper Cover	Refinish Only	Refinish	3.0 C	Existing				
22	002009 Rear Bumper Pad	Remove/Install	Body	0.3#	Existing				
Additional Costs & Materials									
23	AUTO Hazardous Waste Disposal	Additional Cost						\$3.00*	Yes
24	AUTO Paint/Materials	Additional Cost						\$380.00*	Yes
Additional Operations									
25	AUTO Clear Coat	Additional Operation	Refinish	1.8				\$0.00	
Special / Manual Entry									
26	900500 rope glass	Additional Labor	Body*	0.2*	Existing				

* Judgment Item

T Included in Two Tone Calculation

Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

Recycled Part Vendors

LKQ Smart Parts
N4079 Highway E
Hustisford WI 53034
(800) 349-5850 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
------	--------	-------------	---------	-------------	-----

18 ~214597939 \$37.50

Supplier Notes: Quote#: 131581248731020 Notes: Tail Lamp - LKQ Quote #: 507848929 Desc: Tail Lamp L, L. Stock Number: \$W20812-540 Cond: A Year: 2010 Damage: 000 GUID #: 214597939 Stock Number: ~214597939 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	14.4	\$60.00		\$864.00
Refinish Labor	9.5	\$60.00		\$570.00
Total Labor	23.9			\$1,434.00
			Taxable	\$1,434.00
			Tax (5.500)%	\$78.87
			Non-Taxable	\$0.00
			Labor Total	\$1,512.87
Parts		Amount		
Taxable Parts		\$72.12		\$72.12
			Parts Adjustments	\$0.00
			Tax (5.500)%	\$3.97
			Non-Taxable	\$0.00
			Parts Total	\$76.09
Costs		Amount		
Other Additional Costs		\$3.00		\$3.00
Paint Materials		\$380.00		\$380.00
			Taxable	\$383.00
			Tax (5.500)%	\$21.07
			Non-Taxable	\$0.00
			Costs Total	\$404.07
Paint Materials Rate: \$40.00				
Rate Max: 99.9 units				
Additional Rate: \$0.00				
Gross Totals		Amount		
Gross Total		\$1,993.03		\$1,993.03
			Taxable	\$1,889.12
			Tax	\$103.91
			Non-Taxable	\$0.00
			Gross Total	\$1,993.03
Adjustments		Amount		
Deductible		-\$500.00		-\$500.00
Customer Responsibility		-\$500.00		-\$500.00
			Net Estimate Total	\$1,493.03

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition

(assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

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

Part Type Terms and Abbreviations

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

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

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

Recycled: This refers to a used OEM part.

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

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

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

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to the replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

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

Shop Signature: _____ Est. completion Date: _____

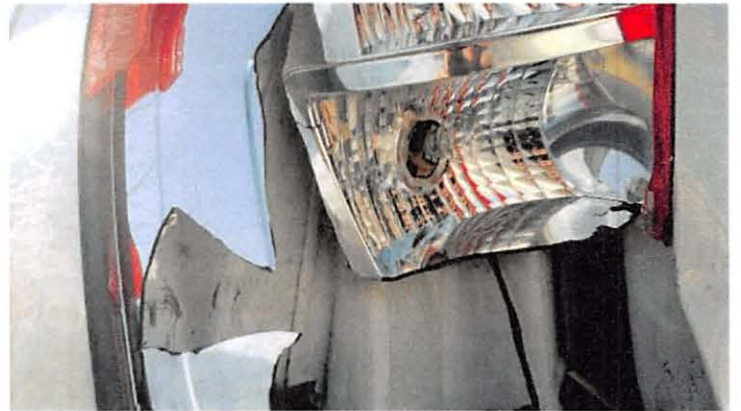
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of

insurance fraud.

Disclaimer: Any person who knowingly presents a false claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Estimate Event Log

Job Created	2/12/2020 12:07 PM
Estimate Started	2/12/2020 02:30 PM
Estimate Printed	2/12/2020 02:59 PM
Estimate Committed	2/12/2020 02:59 PM



G7L0DM0C7F
C20-02467

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0DM0C7F

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER ABIGAIL HERNANDEZ	
Crash Date 02/09/2020		Crash Time 06:32 PM		Date Arrived 02/09/2020		Time Arrived 06:38 PM	
Date Notified 02/09/2020		Time Notified 06:32 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed		<input type="checkbox"/> Reporting Threshold	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

<p>Diagram</p>	Reconstruction By
	Photos By SPD
	Additional Information PHOTOS

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 DRIVER ID'D VIA WI DL.

UNIT 1, A CITY OF SHEBOYGAN DPW PLOW TRUCK DRIVER, WAS PLOWING SNOW AND TRAVELING WEST ON MICHIGAN AVE. UNIT 1 THEN OBSERVED AN INDIVIDUAL ENTERING THEIR VEHICLE ON THE SOUTH SIDE OF THE STREET. IN ORDER TO AVOID THE DOOR, WHICH WAS OPEN ALL THE WAY, UNIT 1 SWERVED TO AVOID HITTING THE OPEN DOOR BUT STRUCK A VEHICLE PARKED ON THE NORTH SIDE OF THE STREET. UNIT 2 SUSTAINED A BROKEN REAR DRIVER'S SIDE TAILLIGHT. PHOTOS TAKEN AND ATTACHED. #459

WISCONSIN MOTOR VEHICLE
CRASH REPORT

Location

ON MICHIGAN AVE 156 FT W OF N 4TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.758512717	Longitude -87.706857226
	X Coordinate 443098.9375	Y Coordinate 4845294.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DARK/LIGHTED	
Road Surface Condition(s) SNOW		Roadway Factor(s) ROAD SURFACE CONDITION (WET, ICY, SNOW, SLUSH, ETC)	
Environment Factor(s) WEATHER CONDITIONS			
Weather Condition(s) SNOW			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK	
	Vehicle Type SNOW PLOW				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE			Special Function UNKNOWN	Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED			Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)			Road Curvature STRAIGHT	Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 74103		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 1HTWXAHT47J527797		Make INTERNATIONAL	Year 2007	Model DUMP TRUCK	
	Color BLU - BLUE		Body Style CB - CAB CHASSIS		Bus Use NOT A BUS	
	Initial Contact Point 1-RIGHT FRONT CORNER		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			

G7L0DM0C7F
C20-02467

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
	What Driver Was Doing GOING STRAIGHT	Vehicle Factors
	Driver Prior Action Other	NOT APPLICABLE
	Driver Actions SWERVED OR AVOIDED DUE TO WIND, SLIPPERY SURFACE, MOTOR VEHICLE, OBJECT, NON-MOTORIST IN ROADWAY, ETC.	
01 01	Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
	Sequence Of Events	
01 02 03 04	Event 01 PARKED MOTOR VEHICLE	
	Event 02 MOTOR VEH IN TRANSPORT	
	Event 03	
	Event 04	
UNIT	Policy Holder	
	Insurance Company CITY OF SHEBOYGAN	Government SHEBOYGAN CITY
UNIT INDIVIDUAL	Individual	
	Driver BRIAN DAVID SCHMITT (920) 918-0121	Citations Issued 0
		Sex MALE
		Date of Birth 10/05/1976
	Address 906 CENTER AVE COSTBURG, WI 53070 , US	Driver License Number S5300647636500 STATE: WISCONSIN COUNTRY: UNITED STATES
01 001	Safety Equipment	On Duty Crash WINTER-HWY-MAINTENANC
		Safety Equipment SHOULDER & LAP BELT
	Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY)	Helmet Compliance
	Helmet Use	Tint Compliance
	Eye Protection	
	Injury	Injury Severity NO APPARENT INJURY
		Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
	Trapped/Extricated NOT TRAPPED	
	Medical Transport NOT TRANSPORTED	EMS Agency Identifier
	Hospital	EMS Run #
		Date of Death
		Time of Death
	Distracted By	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)
	Distracted By Action NOT DISTRACTED	

G7L0DM0C7F
C20-02467

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				To/Fram School
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				
	UNIT TRUCK BUS	Carrier			
<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source DRIVER			
Name SHEBOYGAN CITY		Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US			
GVWR MORE THAN 26,000 LB		Vehicle Configuration TRUCK MORE THAN 10,000 LBS, CAN NOT CLASSIFY		Cargo Body Type DUMP	
US DOT #		Carrier Type NOT IN COMMERCE/GOVERNMENT		Permitted Load NOT APPLICABLE	
<input type="checkbox"/> OS/OV Load		WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present
Measured Height		Measured Length		Measured Width	
				Measured Weight	

UNIT	Unit Summary				
	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
	Vehicle Type (SPORT) UTILITY VEHICLE			Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NOT ON ROADWAY	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL

Wisconsin Motor Vehicle Crash
Form D14000

This report does not include any CJIS data.
4 of 5

Crash Date 02/09/2020
Crash Time 06:32 PM

Received Date: 03/04/2020

G7L0DM0C7F
C20-02467

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Truck Bus or HazMat NO				
Vehicle:				
02 UNIT VEHICLE 02	License Plate Number ABS8070	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FMCU0DGXBKB82835	Make FORD	Year 2011	Model ESCAPE XLT
	Color WHI - WHITE	Body Style LL - CARRYALL	Bus Use NOT A BUS	
	Initial Contact Point 7--LEFT REAR CORNER	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	7--LEFT REAR CORNER		
	Towed Due To Damage NOT TOWED	Vehicle Removed By		
	What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
	Driver Prior Action Other	NOT APPLICABLE		
	Driver Actions NO CONTRIBUTING ACTION			
	02 UNIT VEHICLE 02	Owner Name JEFFERY J FLEISCHFRESSER (970) 627-8700	Owner Address 107 REDTAIL DRD APT 8 SHEBOYGAN FALLS, WI 53085 , US	
Sequence Of Events:				
02 UNIT VEHICLE 01 02 03 04	Event PARKED MOTOR VEHICLE			
	Event MOTOR VEH IN TRANSPORT			
	Event			
	Event			
02 UNIT VEHICLE 04	Policy Holder			
	Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO	Individual JEFFERY FLEISCHFRESSER		

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No.73-20-21 by Alderpersons Donohue and Bohren. A resolution authorizing the appropriate City Officials to execute the Payment in Lieu of Taxes (PILOT) Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: August 17, 2020

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The apartment complex located at 919 Wisconsin Ave prior to 2018 had been assessed as a commercial class property that was valued as an apartment building. The property was sold and went under new ownership, Regency JS, LLC whose sole member is Future Wisconsin Housing Fund, Inc. This corporation is a tax-exempt charitable organization under Section 501(c)(3) of the IRS Code. The charitable purpose is to provide low-income senior housing. Regency JS, LLC is a benevolent institution and under Section 70.11(4) of the Wisconsin Statutes, real property owned by a benevolent institution is exempt from taxation. Beginning in 2018 the property has been and will be tax exempt under this ownership.

STAFF COMMENTS:

The City of Sheboygan has entered into PILOT agreements previously with non-profit organizations working with each organization individually on an agreed upon rate. Often these agreements are initiated by the City as we are involved in the transfer of the property and therefore the use of the property. In this case however the City was not involved in or made aware of this sale. As a result the ownership change impacted property taxes by going from \$41,067.53 to \$0 between 2017 and 2018. The initiation of the PILOT agreement conversation was done by the Meridian group who assist the Future Wisconsin Housing Fund, Inc. board of directors with these agreements. The City expressed its gratitude to them in their willingness to be a community partner and mutual desire to enter into this PILOT agreement for \$21,600 per year beginning with the 2020 tax year.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 73-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute the Payment in Lieu of Taxes (PILOT)

Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue.

ATTACHMENTS:

- I. Res. No. 73-20-21
- II. PILOT Agreement

III

Res. No. 73 - 20 - 21. By Alderpersons Donohue and Bohren.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Payment in Lieu of Taxes [PILOT] Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Payment in Lieu of Taxes Agreement between the City of Sheboygan and Regency JS, LLC, a copy of which is attached hereto, and to take any other action necessary to accept the PILOT payments pursuant to the Agreement.

FAP.

By Lynne Nowlan

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

PAYMENT IN LIEU OF TAXES AGREEMENT

This Agreement is entered into this _____ day of _____, 2020, by and between Regency JS, LLC, a Wisconsin limited liability company ("*Owner*"), whose sole member is Future Wisconsin Housing Fund, Inc., a Wisconsin nonstock corporation ("*FWHF*"), and the City of Sheboygan (the "*City*").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. DEFINITIONS

a. The term "*Project*," shall mean the apartment projects located at 919 Wisconsin Avenue, Sheboygan, Wisconsin, more specifically described in Exhibit A, attached hereto.

b. The term "*Taxing Body*" shall mean the State of Wisconsin (the "*State*") or any political subdivision or taxing unit thereof in which the Projects are situated and which would have the authority to assess or levy real or personal property taxes or to certify such taxers to a taxing body or public officer to be levied for its use and benefit with respect to the Projects if they were not exempt from taxation.

2. EFFECTIVE DATE

Owner covenants and agrees that it will rent or lease the dwelling units within the Project to persons 55 years of age or older. This Agreement is effective as of January 1, 2020.

3. AGREEMENT TO MAKE PILOT

The City and Owner recognize the exemption of Owner and the Projects from all real and personal property tax under the Constitution and Statutes of the State. However, Owner has agreed to make a Payment in Lieu of Taxes ("*PILOT*") to the City.

4. CITY SERVICES

The City agrees to furnish governmental services and benefits to Owner and the Projects of the same type and to the same extent as are furnished from time to time, without cost or charge (except by means of property tax), to commercial, multi-unit residential dwellings and inhabitants of the City. Owner understands that it may be subject to special assessments or special charges charged by the City in the same manner that such special assessments and special charges are charged for similar services and or undertakings to commercial, multi-unit residential dwellings in the City.

5. **PILOT PAYMENTS**

a. **PILOT Amount.** In recognition of those services and benefits covered in this Agreement, Owner agrees to pay the City an annual PILOT for the Project for each calendar year during which Owner owns the Project. The PILOT shall be as follows:

	<u>919 Wisconsin Ave</u>
2020	\$21,600
2021 and years following	\$21,600

b. **Payment Due Date.** PILOT payments hereunder shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT was calculated, or (ii) if Owner elects to pay in installments, according to the following schedule: one-half of the PILOT by January 31, and the remaining one-half by July 31, where January and July are in the year following the year for which the PILOT was calculated. Owner shall be deemed to have elected to pay the PILOT in installments as provided in (ii) above by making payments according to the schedule hereunder. Owner shall pay a 1% per month late fee on any delinquent PILOT payment; provided, however no late fee shall be assessed for non-payment or partial payment permitted under Section 5d., hereof.

c. **Use of Payment.** The City may use and expend PILOT payments hereunder in such manner and for such purposes, as the City desires.

6. **TERM**

This Agreement shall terminate on the day before the respective January 1st of the year during which any of the following events occurs:

a. The City determines that the Projects no longer legally qualify for property tax exemption.

b. Enactment by the State of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property.

c. Repeal by the State of the property tax exemption for the Project and other similarly situated property.

d. Upon a determination by Owner that continuation of the Agreement is not in the best interests of Owner and after 30 days written notice to the City of such determination.

7. **INSPECTION AND DOCUMENTS**

Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Finance Department) with respect to

this Agreement by allowing inspections of the Projects, upon reasonable written request of the City, and of such documents that Owner and City may reasonably agree are relevant to an exemption determination.

8. **AMENDMENT**

The City and Owner expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

9. **SEVERABILITY; GOVERNING LAW**

If any provision hereof is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and/or the application of this Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State shall be the governing laws with respect to this Agreement.

10. **AUTHORITY**

Owner represents and warrants to the City that its officers executing this Agreement have been duly authorized to so execute and to cause Owner to enter this Agreement. The City represents and warrants to Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers as of the date and year first written above.

**Regency JS, LLC
By: Future Wisconsin Housing Fund, Inc.,
Sole Member**

**By: _____
Name: _____
Title: _____**

CITY OF Sheboygan

**By: _____
Name: _____
Title: _____**

EXHIBIT A

Legal Description

919 Wisconsin Avenue

The West 5 feet of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 131, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plan thereof.

III

4.4

Res. No. 74 - 20 - 21. By Alderpersons Donohue and Bohren.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

WHEREAS, the Village of Kohler Board approved this updated Agreement at its meeting on July 20, 2020; and

WHEREAS, this updated Agreement replaces the previous Agreement dated December 19, 2005 and Amendment No. 1 to that Agreement dated May 14, 2012.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court, a copy of which is attached hereto.

By Lynne Bohren

FAP

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

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN
AND THE VILLAGE OF KOHLER FOR
THE OPERATION OF A JOINT MUNICIPAL COURT**

THIS AGREEMENT is made and entered this ___ day of _____, 2020, by and between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter the “City”), maintaining its municipal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler, a Wisconsin municipal corporation (hereinafter the “Village”), maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044.

W I T N E S S E T H:

WHEREAS, Wisconsin Statute § 755.01(1) provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Wisconsin Statute § 755.01(4) provides that two or more cities, villages or towns may enter into an agreement under Wisconsin Statute § 66.0301 for the joint exercise of the power granted under Wisconsin Statute § 755.01(1), after enactment of identical ordinances by each participating municipality; and

WHEREAS, the City and the Village have enacted identical ordinances thereby creating and establishing a municipal court to serve the Village of Kohler and the City of Sheboygan; and

WHEREAS, the City and the Village, have expressed willingness to enter into an Agreement for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Wisconsin Statute § 66.0301.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by each municipality from the joint operation of a municipal court, the City and the Village hereby contract and agree as follows:

1. **General**. The joint municipal court shall be organized and shall operate pursuant to Chapter 755 of the Wisconsin Statutes, the ordinances enacted by the parties hereto and the terms of this Agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.

2. **Name**. The name of the court shall be “The Sheboygan Area Municipal Court.”

3. **Lead Agency**. The City of Sheboygan shall act as the lead agency for purposes of administering the operations of the court. As such, any employees of the court, including the judge, shall be City of Sheboygan employees.

4. **Costs.** The City and the Village agree to share in the costs of administering the operation of the Court as follows:

- (a) **Court Costs.** The local share of the court costs required to be collected pursuant to Wisconsin Statute § 814.65(1), shall be retained by the City to be applied to the operating expenses of the court or disbursed as provided by this Agreement.
- (b) **Court Operating Expenses.** The Village shall each pay a flat annual fee of five-thousand dollars (\$5,000.00) towards the costs of operating and administering the court. Payment shall be made within 30 days of billing. The annual fee may be adjusted by agreement of each of the municipalities on an annual basis during the first two years of the contract, and every three years thereafter. Said adjustment shall be based upon a review of the following data, which shall be tracked by the City: the annual gross operating expense, the annual number of citations issued by each municipality, the annual number of trials held on matters related to citations issued by each municipality, and the percentage of forfeitures and costs collected by the court on citations issued by each municipality in a given year. Any party may initiate review by making a request to the other parties in writing.
- (c) **Capital Expenditures and Start-Up Expenses.** The cost of capital expenditures for such items as office furniture and equipment, software and court recording equipment, etc., necessary to begin operations, incurred prior to or after the effective date of this Agreement, shall be shared as follows: City 90%/Village 10%.
- (d) Costs of operating or administering the court shall include, but not be limited to: compensation and fringe benefits paid to the municipal judge, court clerk and other court-related personnel (except prosecuting attorney), offices supplies, public notices, costs, judgments or damages incurred arising out of claims or causes of action accruing by reason of operation of the municipal court and other incidental expenses related to the operation of the court. Expenses for non-court municipal personnel, such as police officers, code enforcement personnel, or prosecutors, required to attend trials and hearings, and all costs associated with service of process in cases initiated by each municipality, shall be paid by the respective municipality and shall not be considered part of the gross operating expense for the court.
- (e) All forfeitures resulting from citations issued by the Village and processed by the court shall be paid to the City. At least monthly, the City shall disburse to the Village all forfeitures collected for which judgment was entered and other monies collected for taxable costs under Wisconsin Statute Chapter 814 actually paid by the Village and ordered reimbursed as part of the judgment or sentence, resulting from citations issued by the

Village less such monies as are retained pursuant to paragraph (a) above and paragraph (f) below. At that time, the City shall report to the Village or the Town the title of the action, the offense for which the forfeitures were imposed, and the total amount of the judgment, including forfeitures, assessments and costs.

- (f) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the court and disbursed as required by statute.

5. **Term, Termination and Amendment.** This Agreement shall remain in effect for an initial period coinciding with the term of the current elected Municipal Judge, and shall automatically renew thereafter, on the same terms, for successive four-year periods, coinciding with the term of office for the Municipal Judge, unless either party requests a review of the substantive terms of this Agreement within eight months prior to the end of the term and the parties agree to amend the terms.

Any amendment or modification must be in writing, approved and executed by each municipality.

6. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.

7. **Entire Agreement.** This written Agreement, and written amendments, together with the identical Ordinances enacted by the Village and the City, creating and establishing the joint municipal court, shall constitute the entire agreement between the the Village, and the City on the subject matter hereof.

8. **Effective Date.** This Agreement shall become effective on the day following execution.

This document consists of four (4) typewritten pages including the following signature page.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in duplicate as of the date first written above.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: _____
Thomas Leonhardt, President

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

ATTEST:

Laurie A. Lindow, Clerk/Treasurer

Meredith DeBruin, City Clerk

C:\adams\documents\MunCt\CityKohler - 7-1-20

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No.74-20-21 by Alderpersons Donohue and Bohren. A resolution authorizing the appropriate City Officials to execute the updated Agreement between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: August 17, 2020

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The City of Sheboygan has been a joint Municipal Court with the Village of Kohler since 2005. The Joint Municipal Court is designed to help share in the costs to operate the court.

STAFF COMMENTS:

The Agreement that had been in place required updating which hadn't been done since the agreement was put agreed upon. This updated agreement addresses several items including the changes in software being used and the related costs of operations.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 74-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute the updated Agreement between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

ATTACHMENTS:

- I. Res. No. 74-20-21
- II. Updated Joint Municipal Court Agreement

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for Information Technology (IT) Department, for period commencing January 1, 2020 and ending June 30, 2020

REPORT PREPARED BY: Eric Bushman, Director of Information Technology

REPORT DATE: August 20, 2019

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2020 strategic plan for IT.

STAFF COMMENTS:

The following are the YTD measurements and 2020 goals.

Measurements	2018 Actual	2019 YTD	2019 Actual	2020 YTD	2020 Goals
<u>Efficiency</u>					
Average close time of Critical/High IT Help Tickets (Days)	4.8	3.02	3.6	2.85	5
<u>Effectiveness</u>					
Percent closed within timeframe	75%	83%	83%	95%	90%
<u>Efficiency</u>					
Maintain core server/network at current -1 firmware	98%	98%	99%	99%	100%
<u>Workload</u>					
Percentage of Computers Installed with FortiGate Client Installed	99%	100%	100%	100%	100%
Number of legacy applications retired	N/A	0	3	1	5
Number of Security Audits Performed	0	1	1	0	1
System Availability	97%	99%	99%	99%	99%

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, 2020 and ending June 30, 2020.

REPORT PREPARED BY: Eric Bushman, Director of Information Technology

REPORT DATE: August 20, 2020

MEETING DATE: August 24, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

These are the benchmark measurements as defined in the 2020 strategic plan for WSCS

STAFF COMMENTS:

The following are the YTD measurements and 2020 goals.

Measurements	<u>2018 Actual</u>	<u>2019 YTD</u>	<u>2019 Actual</u>	<u>2020 YTD</u>	<u>2020 Goals</u>
<u>Workload</u>					
Number of Programs Produced	622	280	622	314	500
Number PSAs Produced	0	0	1	6	9
Number of televised Common Council and Committee of the Whole meetings\Missed	29	16\4	20\9	18\1	29\0
<u>Effectiveness</u>					
On-Demand Viewing	3,778	2,847	4,375	2173	4,000
On-Demand Unique Visitors	3,254	1,304	2,359	1909	3,500
Number of Film Awards	8	7	7	8	8

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None