

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: RES 194-15-16, A Resolution authorizing the purchase of 605 South Wildwood Ave for future park expansion purposes

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Sheboygan Athletic Club has launched a capital campaign to transform Wildwood Baseball Complex into a top semi-professional baseball complex in the Midwest. During the initial planning phase, a property adjacent to the complex was identified for parking.

STAFF COMMENTS:

The Common Council approved a recommendation to designate up to \$40,000 for land and improvements on Res. 113-15-16 on December 21, 2015. The Common Council also approved the appropriation of the \$40,000 on Res. 187-15-16 on April 18, 2016. Res. 194-15-16 authorizes purchase of the property which is now available.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 194-15-16 to purchase 605 South Wildwood Ave

ATTACHMENTS:

- I. Res 194-15-16
- II. Residential Offer to Purchase
- III. Res 113-15-16
- IV. Res 187-15-16

III

5.2

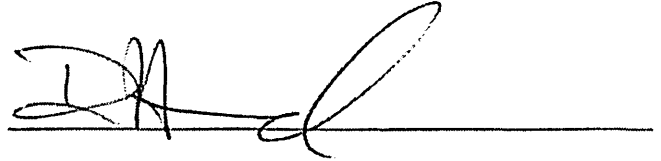
Res. No. 194- 15 - 16. By Alderperson Hammond. April 18, 2016.

A RESOLUTION authorizing the purchase of 605 South Wildwood Avenue for future park expansion purposes.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Tim Menzer.

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 to purchase the property.

*Finance of Council
the new*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 11, 2016 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) [~~STRIKE THOSE NOT APPLICABLE~~]

3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan
4 _____, offers to purchase the Property known as [Street Address] 605 South Wildwood Ave,
5 _____, in the _____ City
6 of Sheboygan, County of Sheboygan Wisconsin (Insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Forty Thousand
9 _____ Dollars (\$ 40,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 N/A

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: Mister Heater Gas Furnace
16 and Shelving Units

17 ■ NOT INCLUDED IN PURCHASE PRICE: Seller's Personal Property

18
19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.

21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before May 6, 2016. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

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

36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): 3740 S. 10th Street, Sheboygan, WI 53081

39 Buyer's recipient for delivery (optional): 828 Center Avenue, Sheboygan, WI 53081

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: () N/A Buyer: () N/A

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

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

47 Delivery address for Seller: 3740 S. 10th Street, Sheboygan, WI 53081

48 Delivery address for Buyer: 828 Center Avenue, Sheboygan, WI 53081

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

53 E-Mail address for Seller (optional): N/A

54 E-Mail address for Buyer (optional): N/A

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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Susan Richards
City Clerk

Res. No. 113 - 15 - 16. By Alderperson Hammond. December 7, 2015.

A RESOLUTION committing Tourism funds to Wildwood Baseball Park.

WHEREAS, the Sheboygan A's have maintained the baseball facility and contributed funds for upgrades, and

WHEREAS, an adjacent lot is now available for expansion of the park to add additional parking and facilities to host major tournaments, and

WHEREAS, the land will be deeded to the City and the Sheboygan A's will maintain the facility in the same manner as currently maintained.

RESOLVED: That the Common Council approves the recommendations to designate up to \$40,000 for land and improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to allocate funds from the Tourism Fund in the amount of \$40,000.

DHG

Final
approval

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of December, 2015.

Dated December 22 2015. Susan Richards City Clerk

Approved December 22 2015. Michael Handberg, Mayor

Proceedings Published December 26, 2015.

Resolutions Published December 26, 2015.

Certified December 28, 2015 to - Fin. Dir./Treas.; CAO; City Planning; DPW

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Susan Richards
City Clerk

Res. No. 187 - 15 - 16. By Alderperson Hammond. April 6, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for purchase of an adjacent lot to Wildwood Athletic field which is now available for expansion of the park to add additional parking and facilities to host major tournaments:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Land 26053000-611100	\$40,000

*Finance
approve*

DAJ

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 18th day of April, 2016.

Dated April 20 20 16. Susan Richards, City Clerk

Approved April 20 20 16. Michael Hendrickson, Mayor

Proceedings Published April 23, 2016.
Resolutions Published April 23, 2016.
Certified April 22, 2016 to - Fin. Dir./Treas.; CAO; DPW

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: RES 2-16-17, A Resolution authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

FISCAL SUMMARY:

Budget Line Item: 705-155010
Budget Summary: Liability Insurance
Budgeted Expenditure: \$108,504
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Res 151-15-16 authorized the City of Sheboygan to cancel the contract with the State of Wisconsin Office of the Commissioner of Insurance, Local Government Property Insurance Fund, Policy No. 140615 effective June 1, 2016 due to a substantial rate increase.

STAFF COMMENTS:

The resolution before the Committee recommends replacement coverage with the Municipal Property Insurance Company. The company was formed by three municipal insurance companies to provide stable, long term solutions for local government entities. MPIC has contracted with the same adjustor services as utilized by the State of Wisconsin Office of Commissioner of Insurance, Local Government Property Insurance Fund. The quote is for coverage at the same level with a reasonable price.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 2-16-17 to enter into contract for buildings and property insurance coverage.

ATTACHMENTS:

- I. Res 2-16-17
- II. Res 151-15-16

III

5.1

Res. No. 2 - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund significantly increased the premiums for coverage and the Common Council approved cancellation of the policy effective June 1, 2016, and

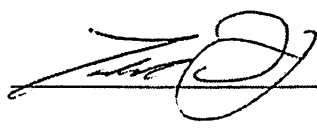
WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage at a cost of \$108,504 for the period June 1, 2016 through May 31, 2017.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finane



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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.

Susan Richards
City Clerk

Res. No. 151 - 15 - 16. By Alderpersons Kath, Heidemann, Wolf and
Donohue. March 7, 2016.

A RESOLUTION authorizing the City of Sheboygan to cancel the contract
with the State of Wisconsin Office of the Commissioner of Insurance, Local
Government Property Insurance Fund, Policy Number 140615 effective June 1,
2016.

WHEREAS, Wisconsin State Statute 631.36 provides that policyholders
be notified of any significant policy or premium alterations at least 60
days prior to any anniversary date if the changes are to become effective
on the renewal date, and.

WHEREAS, policyholders have the right to cancel coverage without
penalty within the prescribed 60-day time period;

WHEREAS, for policies effective on or after July 1, 2015, the
following changes have been approved and will be implemented:

Adopt a Loss Cost Multiplier of 2.288 versus the current 1.413 and

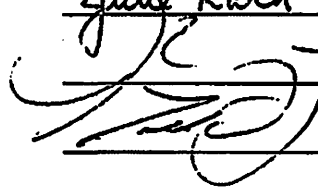
The rate for automobile physical damage will increase by 35%.

WHEREAS, The City has confirmed coverage at a lower rate than offered
by the State of Wisconsin Office of the Commissioner of Insurance, Local
Government Property Insurance Fund.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan will
cancel coverage with the State of Wisconsin Office of the Commissioner of
Insurance, Local Government Property Insurance Fund effective June 1,
2016.

Handwritten notes:
M.G.
10/1/15
proposed

BE IT FURTHER RESOLVED: That the appropriate City Officials notify the State of Wisconsin Office of the Commissioner of Insurance, Local Government Property Insurance Fund to cancel coverage effective June 1, 2016.

Julie Kath


I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 7th day of

March, 2016.

Dated March 9 2016. Susan Richards City Clerk
Approved March 9 2016. Michael J. Anderson Mayor

Proceedings Published March 12, 2016.

Resolutions Published March 12, 2016.

Certified March 9, 2016 to - Fin. Dir./Treas.; CAO; Atty.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: RES 3-16-17, A Resolution authorizing a transfer of appropriations in the 2016 Budget.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In November, 2015 the Capital Improvements Commission recommended and Common Council approved as part of the 2016 – 2021 Capital Improvement Program sidewalk replacement in the amount of \$100,000 and mini-storm sewers in the amount of \$50,000, but did not include funding with the debt borrowing.

STAFF COMMENTS:

The resolution before the Committee recommends funding the 2016 sidewalk replacement funding of \$100,000 and mini storm sewers of \$50,000 utilizing funds remaining from a prior year road project in the Capital Projects Fund.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 3-16-17 to authorize establishing an appropriations in the amount of \$150,000 in the 2016 Budget.

ATTACHMENTS:

- I. Res 3-16-17

III

5.2

Res No. 3 - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for 2016 Sidewalk and Mini Storm Sewer Projects:

Capital Projects Fund	Capital Projects Fund	
Unreserved Fund Balance	Sidewalks	
400-253000	40033190-631300	\$100,000
	Mini-Storm Sewers	
	40033150-631500	\$50,000

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

Finance



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 COMMITTEE CONSIDERATION

ITEM DESCRIPTION: RO 14-16-17, Submitting a communication from Alderperson Bohren forwarding an email from Attorney Adams regarding a letter sent to Intermedix.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Sheboygan Fire Department entered into a contract for ambulance billing services effective January 1, 2016 with Intermedix Corporation. The initial proposal stated an implementation timeline of four weeks. The implementation timeline was not met. After numerous phone calls with company leadership, it was determined to officially put the company on notice of the material failure to perform the obligation in the Agreement.

STAFF COMMENTS:

The RO before the Committee is information regarding non-performance by Intermedix according to the terms of the contract. The letter was sent to put the company on notice if delays continued, the City would terminate the contract. The company acknowledged communication should have been more clear about their backlog and the implication that the Imagetrend server and version changes would have on the implementation dates. Fees have been waived for the months not billed timely.

ACTION REQUESTED:

Motion to recommend the Common Council file RO 14-16-17.

ATTACHMENTS:

- I. RO 14-16-17
- II. Letter to Intermedix Corporation

II

4.9

R. O. No. 14 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Alderperson Bohren forwarding an email from Attorney Adams regarding a letter sent to Intermedix.

France

City Clerk

April 8, 2016

**CERTIFIED MAIL -
RETURN RECEIPT REQUESTED**

Intermedix Corporation
Attention: Brad Williams, VP & CAO
6451 North Federal Highway
Suite 1000
Fort Lauderdale, FL 33308

Dear Mr. Williams:

Pursuant to the Agreement Between the City of Sheboygan and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation for Ambulance Billing and Related Professional Services, this letter is a notice of an event triggering termination. Paragraph 14.02(b) of the Agreement indicates that "if Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period."

This letter serves as written notice indicating that Intermedix has materially failed to perform the obligation in the Agreement. Specifically, Intermedix has not prepared and submitted initial claims and bills for client promptly upon receipt thereof, has not responded to client inquiry or questions promptly, and has not yet fully provided a system to permit real time electronic look-up access by the client or maintain records in an electronic format readily accessible by the client.

I understand that there have been some discussions back and forth between Intermedix personnel and City personnel. It is my hope that those continued discussions and negotiations will result in Intermedix fully coming into compliance with the Agreement before the 30-day period runs. However, given the

Brad Williams, VP & CAO
April 8, 2016
Page 2

circumstances, the City feels it must protect its interest in properly serving the citizens of the City of Sheboygan and properly billing users of the ambulance service by triggering the termination with cause clause.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA:kah

cc: Chief Mike Romas
Jim Amodeo, Chief Administrative Officer
Nancy Buss, Finance Director
Deputy Chief Charles Butler

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: RO 15-16-17, Submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C Ten Pas offering to purchase City-owned property along County Road EE.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The parcel is a small parcel of land adjacent to a parcel owned by Ray C Ten Pas.

STAFF COMMENTS:

Department of City Development staff met regarding the offer. The staff was generally positive on the idea of selling the property, although the offer of \$1,204 (equalized price of \$9,250) does not meet the equalized price of \$22,000 per acre, which is the price of land in the industrial park. Staff also questioned whether the current zoning is adequate for intended use.

ACTION REQUESTED:

Motion to recommend the Common Council file RO 15-16-17 and direct the City Attorney to draft a counteroffer to Ray C. Ten Pas as to price, fees and use.

ATTACHMENTS:

- I. RO 15-16-17
- II. Vacant Land Offer to Purchase

II

4.10

R. O. No. 15 - 16 - 17. By CITY ATTORNEY. May 2, 2016.

Submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE.

Trace

City Attorney

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 15, 2016 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/Listing Broker~~) (~~AGENT OF BUYER AND SELLER~~) (~~STRIKE THOSE NOT APPLICABLE~~)

3 ~~(GENERAL PROVISIONS)~~ The Buyer, Ten Pas Land Holdings, LLC
4 _____, offers to purchase the Property

5 known as [Street Address] vacant land along County Road EE (PIN: 59281-470622)
6 in the City of Sheboygan _____, County of Sheboygan _____, Wisconsin (Insert

7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: One Thousand Two Hundred Four and 00/100 _____

9 _____ Dollars (\$ 1,204.00)

10 ■ EARNEST MONEY of \$ N/A _____ accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the

15 date of this Offer not excluded at lines 18-19, and the following additional items: NONE OTHER
16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: NONE OTHER
19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: Suburban Industrial
25 ~~(ACCEPTANCE)~~ Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.

29 ~~(BINDING ACCEPTANCE)~~ This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before 4:00pm, Tuesday, May 31, 2016 _____, Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

36 ~~(DELIVERY OF DOCUMENTS AND WRITTEN NOTICES)~~ Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): City of Sheboygan Attorney Charles C. Adams
41 Buyer's recipient for delivery (optional): Attorney Michael J. Bauer of Hopp Neumann Humke LLP

42 (2) Fax: fax transmission of the document or written notice to the following telephone number:
43 Seller: (920) 459-3919 Buyer: (920) 457-8411

44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 828 Center Avenue, Suite 304, Sheboygan, WI 53081
50 Delivery address for Buyer: W2312 Wilson Lima Road, Oosibum, WI 53070, with a copy to Attorney Michael J. Bauer, *

51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): Charles.Adams@sheboyganwi.gov
56 E-Mail address for Buyer (optional): mike.bauer@hopplaw.com

57 ~~(PERSONAL DELIVERY/ACTUAL RECEIPT)~~ Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

* Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Direct Referral RES 9-16-17, A Resolution authorizing termination of Tax Incremental District No. 7 and disburse excess increment to Overlying Taxing Districts.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: May 5, 2016

MEETING DATE: May 9, 2016

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:

Tax Increment District No. 7 was formed in May, 1994. The project plan is complete and all debt and advances have been repaid.

STAFF COMMENTS:

Tax Increment District No. 7 was formed for the Nemschoff Plant in May, 1994. The expenditure period closed in May, 2016. The district could remain open for five more years to pay outstanding debt and advances with increments. As the debt and advances are all paid, it is appropriate to terminate the district. The estimate excess increment is approximately \$175,000 of which the City's position is approximately \$55,000.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res 19-16-17 to terminate Tax Incremental District No. 7 and disburse excess increment to Overlying Taxing Districts.

ATTACHMENTS:

- I. Res 9-16-17
- II. TIF 7 schedule of increment and expenses

III

Res. No. 9 - 16 - 17. **DIRECT REFERRAL.** By Alderperson Wolf. May 9, 2016.

A RESOLUTION authorizing termination of Tax Incremental District No. 7 and disburse excess increment to Overlying Taxing Districts.

WHEREAS, the City of Sheboygan created Tax Increment District No. 7 on May 16, 1994, and adopted a project plan in the same year, and

WHEREAS, all Tax Increment District No. 7 projects were completed in the prescribed allowed time, and

WHEREAS, sufficient increment was collected as of the 2015 tax roll, payable 2016, to cover Tax Increment District No. 7 project costs.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to dissolve/terminate Tax Increment District No. 7, and

BE IT FURTHER RESOLVED: That the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of May 16, 2016, whichever comes first, that the Tax Increment District has been terminated, and

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required Wisconsin Department of Revenue (DOR) final accounting form (PE-223) agreeing on a date by which the City shall send final audited information to DOR; and

*Direct refer
to Finance*

BE IT FURTHER RESOLVED: That the City Finance Director shall distribute any excess increment collected after providing for ongoing expenses of the Tax Increment District, to the affected taxing districts with proportionate shares to be determined by the final audit of the City of Sheboygan's auditors, Schenck SC.

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

