ATTACHMENTS

April 19, 2021

RESIGNATION

Robert W. Ecker from the Board of Zoning Appeals effective immediately.

CITY OF SHEBOYGAN
APR 15 2021
MAYOR'S OFFICE

April 12, 2021

Mayor's Office

Sheboygan, Wi

It is my understanding that standing committee members appointed by the Mayor submit their resignations upon the election of a new mayor. As such, please consider this my letter of resignation from the Board of Zoning Appeals. I do not wish to be considered for any further positions.

Robert W. Ecker

Robert W. Ecker

609 Alabama Avenue

Sheboygan, Wi 53081

April 19, 2021

RESIGNATION

Ryan Sorenson from the Sheboygan Common Council effective April 19, 2021 (11:59 p.m.).

Dear City Clerk DeBruin,

I am writing you to inform you that I am resigning from the Sheboygan Common Council effective April 19th at 11:59pm. It has been an honor and a great privilege to serve on this distinguished body.

Dutifully,

Ryan Sorenson

District 8 Alderman

CC:

Mayor

City Attorney

City Administrator

Council Vice President

April 19, 2021

RESIGNATION

Ryan Zinkel from the Sheboygan Transit Commission effectively immediately.

April 6, 2021

VIA E-MAIL ONLY

Mayor Mike Vandersteen
828 Center Avenue, Suite 300
Sheboygan, WI 53081
Mayor.vandersteen@sheboyganwi.gov

Re: Resignation from Sheboygan Transit Commission

Dear Mayor Vandersteen, Derek Muench and the Sheboygan Transit Commission:

Please accept this as my letter of resignation from the Sheboygan Transit Commission. This letter is not easy to write as I have enjoyed my time serving on the commission and have learned a lot from the experience.

Since my initial appointment to the transit commission I have become a partner/owner of my law firm and become a father to 2 wonderful children. I need to balance my commitments and at the moment I am stretched too thin to provide the commission the time and attention it deserves. It has been an honor to have been appointed to the commission and to serve the great City of Sheboygan. I hope at some point in the future my schedule will allow me to once again serve the City in some capacity.

Sincerely,

Ryan J. Zinkel

RJZ/s

II

R. O. No. ____ - 20 - 21. By BOARD OF LICENSE EXAMINERS.
April 19, 2021.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

416	Keith J Wyckoff 3634 Koehler Drive Sheboygan, WI 53083-2909	Carpenter
1326	Jeffrey J Rosek 1525 New Jersey Avenue Sheboygan, WI 53081-5869	Carpenter
45997	Rojelio (Roque) Vanegas 1816 S 24th Street Sheboygan, WI 53081-5512	Carpenter

BOARD OF LICENSE EXAMINERS

II

R. O. No. _____ - 20 - 21. By CITY CLERK. April 19, 2021.

Submitting a license application.

City Clerk

COMMERCIAL OPERATORS LICENSES (NEW) (December 31, 2021)

No.	Name	Address
3482	Bruce the Stump Guy	1009 N. 14th Street

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
April 19, 2021.

Your Committee to whom was referred the below listed Summons and Complaints, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 307-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 129-19-20 by City Clerk submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al;

2. R. C. No. 309-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 176-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.

All R. O.'s have been reviewed by staff with the recommendation to file all documents.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.17

R. C. No. 307 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 129-19-20 by City Clerk submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al.; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

20-20
F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 129 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al.

_____

CITY CLERK

Finance Personnel

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

Process Server
Date 12/13/19 Time: 2:30 am/pm
( ) Personal
( ) Posted
( ) Substitute
(X) Corporate

DEC 13 '19 PM 3:12

Case number 2019CV000646 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 7f0855

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

MARTIN HALVERSON
828 CENTER AVE.
SHEBOYGAN WI 53081

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2019CV000646
Class Code: Other-Personal Injury

WILLIAM BORZYSKOWSKI
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2019CV000646 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

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Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 11, 2019

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
BRANCH ____

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:
Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose

your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
BRANCH ____

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:
Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

COMPLAINT

The plaintiff, James Pulaski, through his attorney Jason E. Dierkes, of Dierkes Law Office, LLC, alleges as follows:

PARTIES

1. Plaintiff, James Pulaski, with a mailing address as stated in the caption, is the owner of what was formerly known as 736 South Water Street, Sheboygan, in Sheboygan County, and is now a vacant lot identified as tax parcel 59281109670.

2. Defendant, City of Sheboygan, is an incorporated Wisconsin municipality, a city, with its' offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant, William Borzyskowski, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Code Enforcement Officer, and the signatory for the raze order issued and enforced and at question in this suit.

4. Defendant, Martin W. Halverson, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Finance Director, the authorizing and responsible person of the purchase orders for the entry by third-party entities and the hiring of the company that demolished the plaintiff's property in question in this suit.

JURISDICTION AND VENUE

5. This court has jurisdiction over the subject matter of this dispute pursuant to Article VII §8 of the Wisconsin Constitution.

6. This court has jurisdiction over the defendants pursuant to Wis.Stat. §801.04 and §801.05.

7. Venue is proper pursuant to Wis.Stat. §801.50.

8. This court has jurisdiction to hear deprivation of constitutional and civil rights claims under the United States Constitution, Wisconsin Constitution, Tile 42 U.S.C §1983, multiple United States Supreme Court decisions, and the Wisconsin Supreme Court decision in *Terry v. Kolski*, 78 Wis. 2d 475, 254 N.W.2d 704 (1977)

GENERAL ALLEGATIONS

9. The plaintiff, James Pulaski, in January of 2016, purchased and became the owner of 736 South Water Street, located in the City of Sheboygan, which contained the lot and a residential improved building located thereon.

10. In order to improve and renovate the home, Mr. Pulaski requested and obtained from the defendant a building permit to perform rough carpentry and roof replacement on the property- building.

11. The permit application of October 2016 contained Mr. Pulaski's contact information including full name, his then address of 940 South 57th Street, West Allis, Wisconsin 53214, along with his mobile cell phone number. **(Exhibit 1)**

12. The residential building at issue was in need of repairs and/or rebuilding, and post building permit issuance, and over the following year or more, Mr. Pulaksi, along with family and friends, performed significant property renovations or construction on the property, including, but not limited to, new roof framing, joists, decking, roof, etc. **(Exhibit 2)**

13. The plaintiff, Mr. Pulaksi, expended substantial resources for the initial renovation and improvement, with materials and construction costs exceeding over thirty-thousand dollars, not including labor.

14. In addition to the plaintiff's contact information being contained in the building permit application and issuance, in January of 2017, Mr. Pulaski, being an out of town owner, again notified and informed the City of Sheboygan of his contact information for any property related issues. **(Exhibit 3)**

15. The defendants at all times relevant had the Plaintiff's mailing address, mobile phone number, and email address.

16. The defendants at all times relevant knew that the residential building located at 736 South Water Street, in the City of Sheboygan, was not occupied by the plaintiff and was not occupied by anyone.

17. Unknown to the plaintiff, on November 7th, 2018 defendant issued and signed a Raze Order for plaintiff's property. **(Exhibit 4)**

18. At no time did the defendants, or any City of Sheboygan representative, contact the plaintiff regarding any permit, code, or any property related issues between the date of the construction permit issued to the plaintiff and the issuance of the November 7th, 2018 Raze Order.

19. The Raze Order terms required the plaintiff to comply within 30 days of service of the order.

20. Service of the raze order upon the plaintiff was to be in the same manner as service in the circuit court.

21. "For more than a century, the central meaning of procedural due process has been clear: 'Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right, they must first be notified.' *and* It is equally fundamental that the right to notice and an opportunity to be heard "*must be granted at a meaningful time and in a meaningful manner.*" *Baldwin v. Hale*, 1 Wall. 223, 68 U. S. 233; *Armstrong v. Manzo*, 380 U. S. 545, 380 U. S. 552. *Fuentes v. Shevin*, 407 U.S. 67, 80, other internal citations omitted.

22. On or about November 8th, 2018 the City of Sheboygan requested personal service from Cream City Process, to serve the plaintiff at the known address in West Allis, Wisconsin, with a copy of the raze order.

23. Without inquiring about the status of personal service, or waiting for personal service to be obtained, the City of Sheboygan only two days after issuance of the raze order, had the raze order notice published in Sheboygan County, via the Sheboygan Press, one time, on November 10th, 2018; and the defendants did so with the knowledge that the plaintiff "lived outside the county" and with the knowledge that the county of the plaintiff's address was Milwaukee. **(Exhibit 5)**

24. Despite the defendants knowing that the plaintiff lived outside of Sheboygan County, and despite knowing that the property subject to the raze order was unoccupied, two days after

the raze order was issued, the City of Sheboygan had the raze order "posted" on the subject property door. **(Exhibit 6)**

25. The posting did not include the mailing of the raze order, and the raze order was not mailed to the Sheboygan property, nor was it mailed to the address the plaintiff previously provided the defendants, the West Allis address.

26. Also, on the date of issuance of the raze order, the raze order was mailed to all interested parties, *but it was not mailed to the plaintiff.* **(Exhibit 7)**

27. The Raze Order terms required the plaintiff to comply within 30 days of service of the order, and even if the raze order was served upon the plaintiff on the same day the raze order was issued, the plaintiff would have had until December 8th, 2018 to either comply with the order or to file for a notice and opportunity to be heard hearing in the circuit court.

28. However, without service being obtained, and prior to December 8th, 2018, on November 14th, 2018, the defendants proceeded with the raze order process regardless of service, and unlawfully occupied and entered the plaintiff's property by hiring and instructing Cardinal Environmental, Inc. to perform various environmental tests upon the plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 8)**

29. In addition, without service being obtained, and prior to December 8th, 2018, on November 30th, 2018, the defendants proceeded to submit a purchase order by hiring and instructing Environet, Inc. to perform various work on plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 9)**

30. Further, without service being obtained, and prior to December 8th, 2018, the defendants proceeded to request a proposal for demolition of the subject property from Spielvogel and Sons Exc., Inc. , and submitted a purchase order for said work, all in the month

of November, 2018, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 10)**

31. On or about December 11th, 2018, Cream City Process service informed the City of Sheboygan that the plaintiff had recently moved from the West Allis address, and Cream City Process inquired if the City wanted further work regarding plaintiff's location, but on January 2nd, 2019 the City informed Cream City that further location work would not be needed. **(Exhibit 11)**

32. The plaintiff's building was razed, removed and demolished after the notice email of December 11th, 2018 informing the city, and before the City's response email of January 2nd, 2019.

33. The defendants in demolishing the plaintiff's building and property served notice by posting on a property the defendants knew was unoccupied, published in a county the defendants knew the plaintiff did not reside, never mailed the raze order to the known address for the plaintiff or to the subject property, the defendants never called the known mobile phone number on record for the plaintiff to notify him or provide notice, never sent an email to the available email address of the plaintiff; never obtained personal service, and declined to reasonably investigate and effectuate service.

FIRST CAUSE OF ACTION
(Deprivation of Constitutional Rights)

34. The plaintiff incorporates paragraphs one through thirty-four of this complaint as if set-forth fully herein.

35. The Fourteenth Amendment to the United States Constitution states, in part, "No state shall deprive... any person of life, liberty, or property, without due process of law. " U.S. Const. Amed. XIV, §1.

36. 42 U.S.C. §1983, "every person who, under color of any statute, ordinance, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any Citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

37. Notice is to be given in a manner reasonably calculated to ensure the intended target receives it in a timely manner.

38. The defendants' attempts to provide notice to the plaintiff was legally deficient.

39. The defendants' failed to take reasonable measures to ensure notice and were reckless and exercised a careless disregard for the plaintiff's rights in demolishing his building.

40. The plaintiff's building having already been demolished pursuant to the defendants actions, and the defendants actions having deprived the plaintiff with the notice and opportunity for a pre-raze hearing, has left the plaintiff without an otherwise post deprivation remedy.

41. As a result, the defendants have deprived the plaintiff of his property without due process of law in violation of the Fourteenth Amendment.

SECOND CAUSE OF ACTION
(Deprivation of Constitutional Rights

42. The plaintiff incorporates paragraphs one through forty-two as set forth fully herein.

43. The Fourth Amendment to the United States Constitution provides, in part, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. Amend. IV

44. The Fourth Amendment is incorporated against the States and political subdivisions by the Fourteenth Amendment and actionable by the plaintiff under 42 U.S.C. §1983.

45. The defendants' pre-raze actions, property inspection and entrance, and confiscation of the plaintiff's property, and personal property located on the property but not accounted for, without a warrant or an applicable exception to the warrant requirement, deprived the plaintiff of his Fourth Amendment rights.

THIRD CAUSE OF ACTION
(Deprivation of Constitutional Rights

46. The plaintiff incorporates paragraphs one through forty-six as if set forth fully herein.

47. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec. 13, provides, The property of no person shall be taken for public use without just compensation therefor.

48. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec 9, provides, Every person is entitled to a certain remedy in the laws for all injuries, or wrongs which he may receive in his person, property, or character; he ought to obtain justice freely, and without being obliged to purchase it, completely and without denial, promptly and without delay, conformably to the laws.

49. That pursuant to Wis.Stat. 893.80, a notice of claim must be filed prior to commencing suit against a municipality.

50. That on or about April 25th, 2019, the plaintiff served a notice of claim upon the defendant City of Sheboygan, with notice of injury and the grounds therefor.

51. That on or about June 14th, 2019 the plaintiff received a notice of said denial of plaintiff's claim from the defendant City of Sheboygan.

52. That the City of Sheboygan, through its' employees, has deprived the plaintiff of his due process rights, seized and obtained property of the plaintiff, and conducted a demolition of the plaintiff's property contrary to State raze order procedure, establish service of process

requirements, and without due compensation to the plaintiff, in violation of the Wisconsin Statutes and the Wisconsin Constitution.

Wherefore, the plaintiff demands judgment:

(a) Finding that the Defendants deprived the Plaintiff of his Fourteenth Amendment right to due process of law in violation of 42 U.S.C. §1983;

(b) Finding that the Defendants deprived the Plaintiff of his Fourth Amendment right to be free from unreasonable searches and seizures in violation of 42 U.S.C. §1983;

(c) Finding that the Defendants deprived the Plaintiff of his property rights, due process, and just compensation rights under the Wisconsin Constitution;

(d) Awarding the Plaintiff damages for the deprivation of his rights and for his loss of property, in an amount to be decided by the trier of fact;

(e) Awarding the Plaintiff his punitive damages for the reckless and careless disregard of his rights;

(f) Awarding the Plaintiff his costs and attorney fees under 42 U.S.C. §1988

(g) Awarding the Plaintiff other relief as the Court may deem just and reasonable.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN SHEBOYGAN COUNTY

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Exhibit 6

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF BRIAN K. INGER

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Brian K. Inger, being first duly sworn, on oath deposes and says that he is a Police Officer for the Sheboygan Police Department of the City of Sheboygan, Wisconsin, in the above-entitled matter; that on the 10th day of November, 2018, he hand-delivered and posted two true copies of the Raze Order to the front door of the property located at:

736 South Water Street
Sheboygan, WI 53081

Brian K. Inger

Subscribed and sworn to before me
this 1st day of January, 2019.

Notary Public-State of Wisconsin
My commission expires: 10/26/2021

Received
1-3-19

City of Sheboygan on the lake.

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Court Services – Sheboygan Police Department

FROM: Thomas Cameron (TDC)
Assistant City Attorney

SUBJECT: Service of Raze Order

DATE: November 8, 2018

Would you please have the enclosed copy of a Raze Order attached to the front door of the building at 736 South Water Street as soon as possible? The Raze Order was served by a third party as the owner of the property lives outside of Sheboygan County. I've included an extra copy of the document to be returned to me as proof the Raze Order was posted.

Thank you!

Enclosures

FILE COPY

r ATTORNEY'S OFFICE

r HALL
CENTER AVENUE., SUITE 304
:BOYGAN, WI
31-4442

-459-3917 (Phone)
-459-3919 (Fax)

v.sheboyganwi.gov

STATE OF WISCONSIN SHEBOYGAN COUNTY

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Exhibit 7

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

Marie Stefancin, being first duly sworn, on oath deposes and says that she is a legal assistant in the office of the City Attorney, City of Sheboygan, attorneys for the City of Sheboygan in the above-entitled matter; that on the 8th day of November, 2018, she mailed, by depositing in a U.S. Post Office depository in Sheboygan, Wisconsin, a true copy of the Raze Order in the above-entitled action by regular mail securely enclosed in an envelope with first-class postage paid thereon and addressed to:

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Marie Stefancin

Subscribed and sworn to before me
this 12th day of November, 2018.
Kathryn A. Hoffman
Notary Public-State of Wisconsin
My commission expires 1-27-22

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Exhibit 8

INVOICE

CARDINAL ENVIRONMENTAL

Please remit payment to:
CARDINAL ENVIRONMENTAL, INC.
3303 PAINE AVENUE * SHEBOYGAN, WI 53081
PHONE 920 / 469-2600 * TOLL FREE 800 / 413-7225

Sheboygan, City Of
828 Center Avenue
Sheboygan, WI 53081-4497

INVOICE

Invoice	46765

Client 00034
Date 2018/11/28

Description	Amount
Purchase Order #: Verbal with Bernie Rammer Project Location: 736 S. Water Street, Sheboygan, WI 109670 WW	
11/14/2018 Pre-demolition ACM Survey including: • 22 bulk samples analyzed by PLM for asbestos content • 1 bulk sample quantified by Point Counting for asbestos concentration • 8 paint chip samples analyzed by Flame A for % lead	$640.00
RAZE ORDER OK TO PAY 10133100-521900 11-30-18 CITY OF SHEBOYGAN NOV 29 2018 FINANCE CERTIFIED	

Total **$640.00**

TERMS: Net 30 days
Please enclose invoice number with payment
We accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS

Purchase Order

Fiscal Year 2018 Page 1 of 1

Purchase Order # 280960-00

SHIP TO
CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

VENDOR
ENVIRONET, INC. OF WISCONSIN
2909A GREEN HILL COURT
OSHKOSH WI 54904

SHIP TO
BUILDING INSPECTION DIVISION
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

Vendor Phone Number	Vendor Contact	Requisition Number	Delivery Reference
800-542-8940	920-231-7417	181134	ENVIRONET@NTD.NET

Date Ordered	Vendor Number	Date Required	Department Contact	Department
11/30/2018	1556			BUILDING INSPECTION

	Description	Qty	UOM	Unit Price	Extended Price
1	COMPLETE ABATEMENT OF ALL ACM'S AND LBP EXCLUDING ROOF SHINGLES TO PRECEDE DEMOLITION OF HOME LOCATED AT 736 SOUTH WATER STREET AS IDENTIFIED BY CARDINAL ENVIRONMENTAL REPORT DATED 11-21-2018 PRICE INCLUDES ALL LABOR, TRAVEL, MATERIALS, WDNR FILINGS AND LAWFUL DISPOSAL PER QUOTE #9321 *10123100 - 521900* $945.00	1.0	PROJ	$945.00	$945.00

Exhibit 9

Finance Director

Total $945.00

Environet, Inc. OF WISCONSIN

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

(920) 231-7420
(800) 542-8940
FAX (920) 231-7417

INVOICE

December 10, 2018



Attn: Finance Department
City of Sheboygan Purchasing Dept.
828 Center Avenue
Sheboygan, WI 53081

9321

P.O. # 280960-00

Scope of Work:

Remove and dispose of asbestos containing materials per Cardinal Environmental's Inspection Report dated November 21, 2018.

736 S. Water Street . . . . . .$ 945.00

Please remit on or before January 9, 2019.

Work was completed on Monday, December 10, 2018, by the following:

Scott Seefeldt, Asbestos Certification # ACS-240233
Adolfo Medina, Asbestos Certification # ACS-118803

OK to PAY
PO 280960.00
12/17/18

Purchase Order

City of Sheboygan
spirit on the lake.

Fiscal Year: 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
Purchase Order # 281016-00

BILL TO
CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

VENDOR
C. SPIELVOGEL & SONS EXCAVATING, INC.
1810 NORTH 44TH ST
SHEBOYGAN WI 53081

SHIP TO
BUILDING INSPECTION DIVISION
828 CENTER AVENUE
SHEBOYGAN, WI 53081-4442

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
920-458-1512	920-458-5232	181191	FAX: 458-5232

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/07/2018	20050			BUILDING INSPECTION

Item#	Description/Part No	Qty	UOM	Unit Price	Extended Price
1	RAZE ORDER - 736 S. WATER STREET DEMOLITION OF RESIDENCE INCLUDING DISCONNECTION OF SEWER AND WATER, DEMOLKITION OF RESIDENCE AND ANY IMPROVEMENTS INSIDE THE SIDEWALK, REMOVAL OF FOUNDATIONS FLOORS AND DRIVEWAY, REPLACEMENT OF DRIVEWAY APRON WITH CURB AND GUTTER. ALL PERMITS, LAWFUL DISPOSAL AND SITE RESTORATION ARE INCLUDED. PER PROPOSAL DATED 11/28/2018 STEVE SPIELVOGEL *10123100 - 521900* *$8,600.00*	1.0	PROJ	$8,600.00	$8,600.00

Exhibit 10

Finance Director

PO Total $8,600.00

PROPOSAL

Spielvogel & Sons Exc., Inc.
EXCAVATING – GRADING – DEMOLITION
SAND & GRAVEL
1810 North 44th Street - Sheboygan, WI 53083
Phone: 920-458-1512 Fax: 920-458-5232

SERVING SHEBOYGAN FOR OVER 55 YEARS

11/28/18
HOUSE DEMOLITION
CITY OF SHEBOYGAN
736 SOUTH WATER STREET
SHEBOYGAN, WI

WORK INCLUDED:

Obtain local demolition permits.
Disconnect the water service at the curb stop per city codes.
Disconnect the sanitary service at the curb stop.
Demolish the house.
Remove floors and foundations and driveway.
Load, haul and dispose of rubble per D.N.R. regulations.
Cost includes tipping fees at the landfill.
Backfill basement with compacted fill.
Grade site to match existing grades.
Replace concrete curb and gutter at driveway opening.
Topsoil, seed, fertilize and mulch all disturbed areas.

$8,600.00

PROPOSAL TERMS AND CONDITIONS

C. Spielvogel & Sons Exc., Inc. will not be responsible for damage to any underground utilities, private underground utilities or other hidden conditions if the Owner and/or General Contractor fails to give C. Spielvogel & Sons Exc., Inc. advance notice of their existence and location. Owner and/or General Contractor agrees to indemnify and hold C. Spielvogel & Sons Exc., Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Prior to the commencement of the "Work" under this proposal, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the "Work". If C. Spielvogel & Sons Exc., Inc. is directed to commence "Work" prior to the time such other work is completed, Owner and or General Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to C. Spielvogel & Sons Exc., Inc. commencing any of the Work before any others have completed their work.

In order to meet set completion dates C. Spielvogel & Sons Exc., Inc. shall require a 10 day notice to proceed and the total allowable number of working days to perform our work under normal conditions.

Any changed condition of the job specifications involving extra costs will be executed only upon submission of a written change order, and Owner and/or General Contractor will be required to pay C. Spielvogel & Sons Exc., Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to C. Spielvogel & Sons Exc., Inc. beginning work under this contract, Owner and or General Contractor shall provide reasonable evidence to C. Spielvogel & Sons Exc., Inc. that Owner and or General Contractor has made financial arrangements acceptable to C. Spielvogel & Sons Exc., Inc. to fulfill Owner's and or General Contractor's obligations under this contract.

If this proposal is not used as a contractual agreement, all above (and below) terms shall be incorporated into Owner's and or General Contractor's contract. If signature from Owner and/or General Contractor is not received and/or required for this proposal, all of the above (and below) terms will be in effect when work begins and shall be incorporated into the Owner's and/or General Contractor's contract and or subcontract which will/may be accepted by C. Spielvogel & Sons Exc., Inc. If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supercede any conflicting terms contained therein.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (C. SPIELVOGEL & SONS EXC., INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Unless otherwise stated in this proposal, Owner and or General Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the Site, the Work, or the Owner and/or General Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

Owner and/or General Contractor shall defend and indemnify C. Spielvogel & Sons Exc., Inc., its agents and employees from and against all claims arising out of or in connection with the Owner and/or General Contractor's responsibilities in regards to safety, regardless of whether C. Spielvogel & Sons Exc., Inc. has assisted or advised Owner and/or General Contractor in fulfilling such responsibilities. C. Spielvogel & Sons Exc., Inc. reserves the right to stop any part of its work and or the Owner and or General Contractor's work which C. Spielvogel & Sons Exc., Inc. deems unsafe until corrective measures have been taken. C. Spielvogel & Sons Exc., Inc.'s failure to stop unsafe practices of the Owner and, or General Contractor shall not relieve the Owner and or General Contractor of its responsibilities in regards to safety.

To the fullest extent permitted by law, Owner and or General Contractor agrees to hold harmless and defend C. Spielvogel & Sons Exc., Inc. from any and all claims, demands, and judgements, including attorney's fees, and to indemnify and reimburse C. Spielvogel & Sons Exc., Inc. for any and all expenses, damage, or liability incurred by C. Spielvogel & Sons Exc., Inc., whether directly or indirectly caused in whole or in part by the Owner and or General Contractor, on account of or in connection with any work done by the Owner and/or General Contractor under this agreement, or by any person, firm, or corporation to whom any portion of the work is sublet by the Owner and or General Contractor.

C. Spielvogel & Sons Exc., Inc. is entitled to final payment when our portion of the construction project is substantially completed.

In the event C. Spielvogel & Sons Exc., Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by C. Spielvogel & Sons Exc., Inc., including all attorney fees, will be assumed paid by persons or companies entering into this contract with C. Spielvogel & Sons Exc., Inc. If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner and/or General Contractor agrees to pay all attorney's fees, costs and expenses incurred by C. Spielvogel & Sons Exc., Inc. in connection with collecting that amount.

C. Spielvogel & Sons Exc., Inc. proposes to furnish material and labor complete in accordance with the above specifications, and prices, terms and payment shall be due net on receipt of invoice. A 1.5% per month service (interest) charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

AUTHORIZED
SIGNATURE: _____
Steve Spielvogel, President

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

DATE OF ACCEPTANCE: 12-4-18

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

101 93100 - 521900

C. SPIELVOGEL & SONS EXCAVATING, INC.
1810 North 44th Street
P. O. Box 89
Sheboygan, WI 53082-0089
Phone: 920-458-1512

INVOICE

DATE	INVOICE #
12/31/2018	13354

BILL TO
City of Sheboygan
Purchasing Department
828 Center Avenue, Suite 208
Sheboygan, WI 53081

P.O. NO.	TERMS	DUE DATE
281016-00	Net 30 - 1.5% thereafter	1/30/2019

DESCRIPTION	QTY	RATE	AMOUNT
P. O. #281016-00 Demolition 736 S. Water Street Sheboygan, WI		8,600.00	8,600.00
		Total	**$8,600.00**

10967 0 UU

OK TO PAY PO # 281016-00 1/14/19

10123100 - 521900

Stefancin, Marie

From: Stefancin, Marie
Sent: Wednesday, January 02, 2019 8:14 AM
To: 'Cream City Process'
Subject: RE: [My Form]

Good morning Sara,

Attorney Cameron got back to me this morning regarding this and we will not be needing a skip trace at this time.

Thank you,

Marie

From: Cream City Process [mailto:creamcityprocess@gmail.com]
Sent: Thursday, December 20, 2018 3:49 PM
To: Stefancin, Marie
Subject: Re: [My Form]

Exhibit 11

Please advise...

Happy Holidays!
-Sara Conrad

Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com

ACCREDITED BUSINESS BBB. Click for Profile

READER RANKINGS Law Journal VOTED BEST PROCESS SERVER

The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any.
Correspondence should not be interpreted as legal advice.

On Tue, Dec 11, 2018 at 1:22 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.
Hi! We were finally advised by the current resident that they purchased the house recently from James Pulaski. Would you like us to do a skip trace to see if we can find his current address?

Happy Holidays!
-Sara Conrad

Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com

ACCREDITED BUSINESS BBB. Click for Profile
READER RANKINGS Law Journal VOTED BEST PROCESS SERVER

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Correspondence should not be interpreted as legal advice.

On Fri, Nov 9, 2018 at 1:46 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.
Received, thank you.

Thanks so much!
Sara Conrad

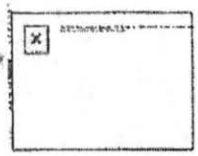
Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com







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Correspondence should not be interpreted as legal advice

On Thu, Nov 8, 2018 at 1:29 PM 123ContactForm <marie.stefancin@sheboyganwi.gov> wrote:

Your Name	Marie Stefancin
Address	828 Center Avenue Sheboygan WI 53081
Your Phone	920-459-3917
Company	City of Sheboygan
Your Email (all updates sent via email unless otherwise requested)	marie.stefancin@sheboyganwi.gov
How many people/entities are we serving?	1
Name of person/entity being served	James S. Pulaski
Address of person/entity being served	940 S 57th Street West Allis, WI 53214
Address of 2nd person/entity being served (if different from the 1st)	
When is service due?	11/13/2018
Do you require "rush" service?	No
Do you need a Skip	No

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L. Persick
Branch 4

Wisconsin Division of Safety and Buildings

Wisconsin Stats. 101.63, 101.73

Wisconsin Uniform Building Permit Application

Instructions on back of second ply. The information you provide may be used by other government ngency programs [(Privacy Law, s. 15.04 (1)(m)]

Application No.

Parcel No.

PERMIT REQUESTED ☐ Constr. ☐ HVAC ☐ Electric ☐ Plumbing ☐ Erosion Control ☐ Other:

Owner's Name	Mailing Address	Tel.
James Pulaski	940 S. 57th Street West Allis, WI 53214	1/05/1985 10/16

Contractor Name & Type	Lic/Cert#	Mailing Address	Tel. & Fax
Dwelling Contractor (Constr.)			
Dwelling Contr. Qualifier		The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.	
HVAC			
Electrical			
Plumbing			

PROJECT LOCATION Lot area ____ Sq.ft. ☐ One acre or more of soil will be disturbed ☐ Town ☐ Village ☐ City of ____ 1/4, ____ 1/4, of Section ____, T____ N, R ____ E/W

Building Address	County	Subdivision Name	Lot No.	Block No.
236 S. Water St Unit 53081	Sheboygan			

Zoning District(s)	Zoning Permit No.	Setbacks:	Front ft.	Rear ft.	Left ft.	Right ft.

1. PROJECT
☐ New ☐ Repair
☐ Alteration ☐ Raze
☐ Addition ☐ Move
☐ Other:

2. AREA INVOLVED (sq ft)

	Unit 1	Unit 2	Total
Unfin. Bsmt			
Living Area			
Garage			
Deck/ Porch			
Totals			

3. OCCUPANCY
☐ Single Family
☐ Two Family
☐ Garage
☐ Other:

4. CONST. TYPE
☐ Site-Built
☐ Mfd. per WI UDC
☐ Mfd. per US HUD

5. STORIES
☐ 1-Story
☐ 2-Story
☐ Other:
☐ Plus Basement

6. ELECTRIC
Entrance Panel Amps: ____
☐ Underground
☐ Overhead

7. WALLS
☐ Wood Frame
☐ Steel
☐ ICF
☐ Timber/Pole
☐ Other:

8. USE
☐ Seasonal
☐ Permanent
☐ Other:

9. HVAC EQUIP.
☐ Furnace
☐ Radiant Baseb'd
☐ Heat Pump
☐ Boiler
☐ Central AC
☐ Fireplace
☐ Other:

10. SEWER
☐ Municipal
☐ Sanitary Permit#

11. WATER
☐ Municipal
☐ On-Site Well

12. ENERGY SOURCE

Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar Geo
Space Htg	☐	☐	☐	☐	☐	☐
Water Htg	☐	☐	☐	☐	☐	☐

13. HEAT LOSS
____ BTU/HR Total Calculated Envelope and Infiltration Losses (available from "Total Building Heating Load" on Rescheck report)

14. EST. BUILDING COST w/o LAND
$

I understand that I: am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.
☐ I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the reverse side of the last ply of this form.

APPLICANT (Print:) James Pulaski **Sign:** James Pulaski **DATE** 10/10/16

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. ☐ See attached for conditions of approval.

ISSUING JURISDICTION ☐ Town of ☐ Village of ☐ City of ☐ County of ☐ State→ | State-Contracted Inspection Agency#: | Municipality Number of Dwelling Location ___ ___-___ ___ ___

FEES:		PERMIT(S) ISSUED	WIS PERMIT SEAL #	PERMIT ISSUED BY:
Plan Review	$	☐ Construction		Name
Inspection	$	☐ HVAC		
Wis. Permit Seal	$	☐ Electrical		
Other	$	☐ Plumbing		
Total	$	☐ Erosion Control		

SBD-5823(R11/11) Distribute: ☐ Ply 1 – Issuing Jurisdiction; ☐ Ply 2- Issuer forwards to state w/in

Exhibit 1

Sheboygan, WI 10/10 20 16 Application No.: 162801

BUILDING PERMIT APPLICATION

The undersigned hereby applies for a permit to construct, remodel, repair, or install according to the following statement:

1. Address of Installation: 736 S. Water Street
2. Building Type:
   Commercial: ____ Commercial - ILHR Plan Approval : _____ (Date)
   Residential: ✓ One or Two Family Residence: _____
3. Description of Work: Rough Carpentry and roof joist installation
4. Estimated Cost of Job $: $6978.73 Scheduled Start Date: 10/10/2016
5. Fees $: _____ Escrow $: _____ Penalty Fees $: _____
6. Owner: James Pulaski Telephone No.: 405 905 1616
   Address: 940 S. 57th St City: West Allis WI 53214
7. Contractor: _____ Telephone No.: _____
   Address _____ City: _____
   BLDG Qualifier Cert. #: _____ BLDG Contractor Cert. #: _____
8. Architect: _____ Telephone No.: _____
   Address: _____ City: _____
9. Remarks: _____

The undersigned hereby applies for a permit to do the work above described, and hereby agrees that such work will be done in accordance with the descriptions herein set forth in this statement; and it is further agreed to construct, alter, repair and install in strict compliance with the building ordinance and other ordinances of the City of Sheboygan and the State Building Code of Wisconsin and to obey any and all lawful orders of the Inspector of Buildings of the City of Sheboygan. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said undersigned, shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

PLEASE TAKE NOTE: APPLICANT MUST CALL FOR ALL REQUIRED INSPECTIONS. Failure to do so will result in a penalty fee of $50 plus may delay any future transactions with the City of Sheboygan.

Applicant Signature: James Pulaski
Print Name: James Pulaski
Address: 940 S. 57th Street
City, ST Zip: West Allis WI 53214

Updated: 05/05/2016 (over)

Building Inspection Department
828 Center Ave., Suite 105
Sheboygan, WI 53081
Phone: (920)459-4064
Fax: (920)459-0210
City Website: www.sheboyganwi.gov

City of Sheboygan
spirit on the lake.

Permit Number
B 162790
Date Issued
10/10/2016
Application No.
162801

Permit Type: BUILDING - ALTERATIONS

Property Number	Zone Code
109670	UR
Street Address	
736 S WATER ST	

Owner Information	Applicant Information
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432	PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432

Contractor Information

PULASKI, JAMES S.
736 S WATER ST
SHEBOYGAN, WI 53081-4432

Escrow Balance:

Description of Work: ROUGH CARPENTRY

Permit Details:
ROUGH CARPENTRY AND ROOF JOLST INSTALLATION.

Cost of Work: $6,979

Fees	
BUILDING PERMIT	$ 70.00
Total Fees	$ 70.00

The applicant hereby applies for a permit to do the work described above and hereby agrees to comply with City of Sheboygan Municipal Ordinances and with the descriptions herein set forth in this statement; and to obey any and all lawful orders of the City Inspector or his/her designee; understands that the issuance of the permit creates no legal liability, express or implied, on the Building Inspection Department and any agent or employee thereof; and certifies that all the above information is accurate.

PATRICK EIRICH
Building Inspector

10/10/2016
Date

Permit expires in 6 months as long as work commences within 30 days.

CAUTIONARY STATEMENT TO PROPERTY
OWNERS OBTAINING BUILDING PERMITS

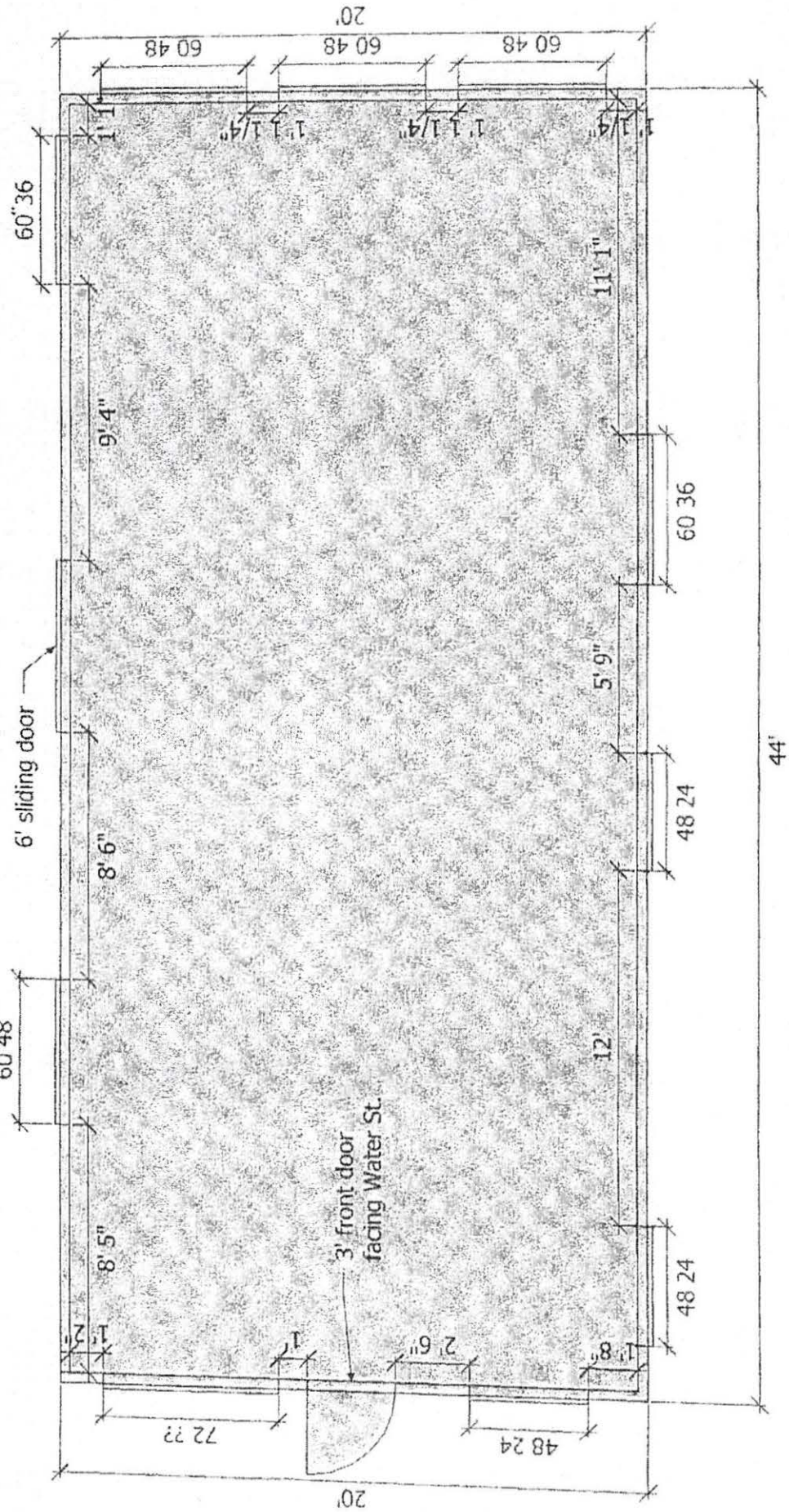
101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s.101.654(2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the 1- and 2-family dwelling code or any ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death or others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Owner Signature: _____



A 162 801

736 S. Water St

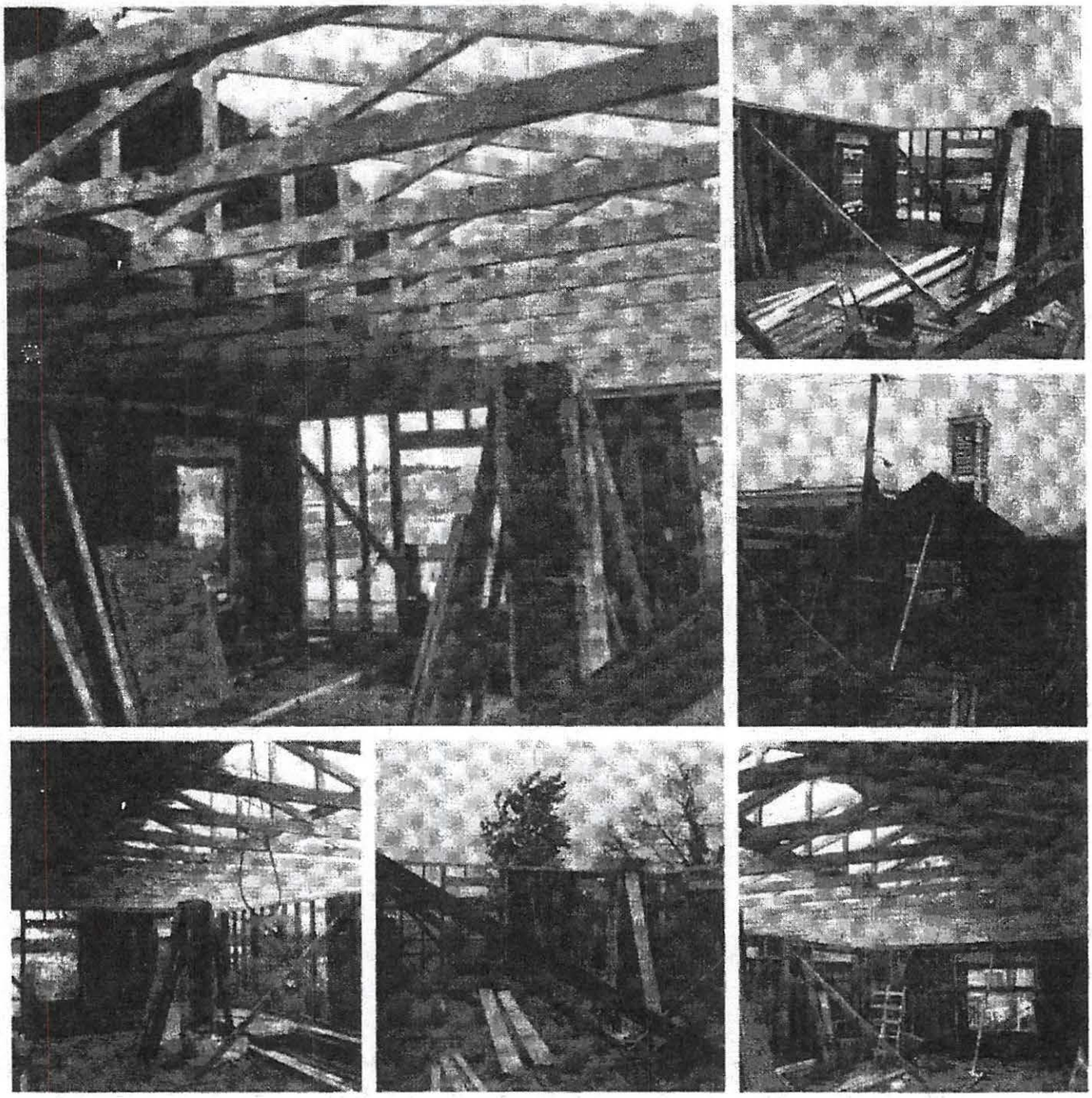
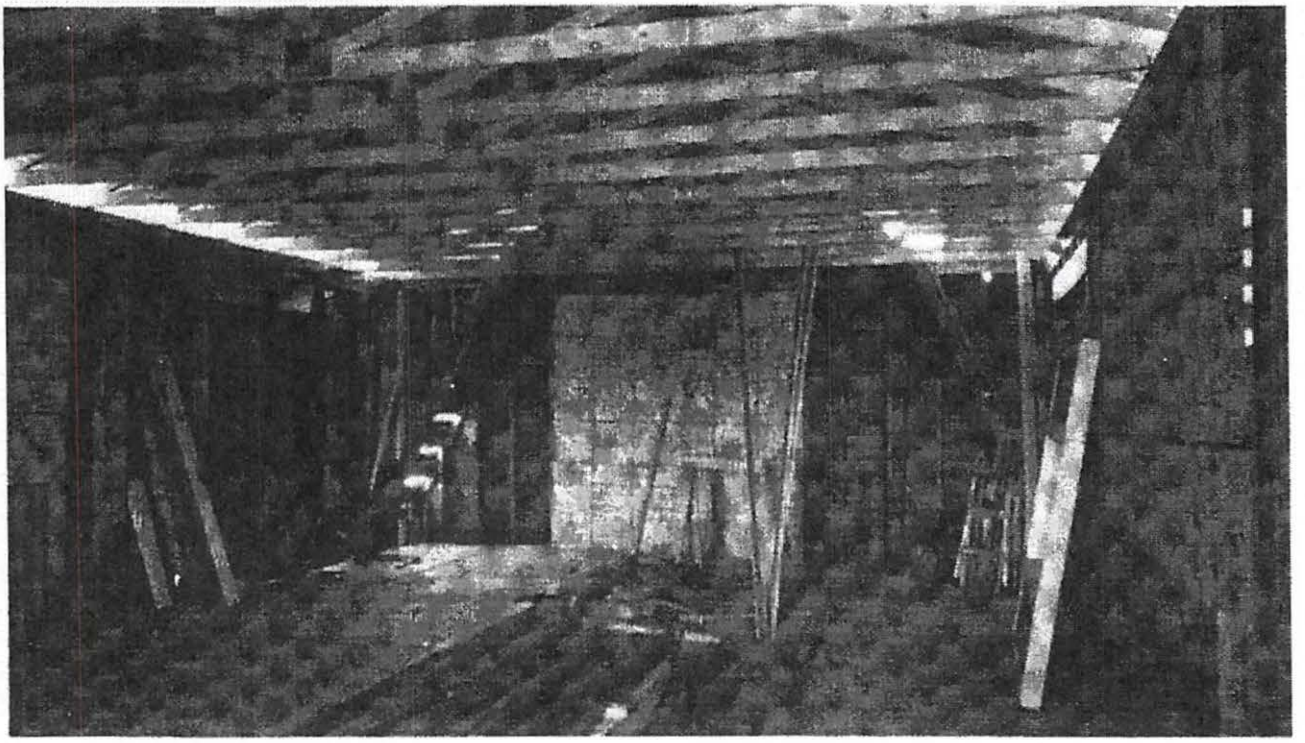


Exhibit 2



From: Repphun, Linda
Sent: Monday, January 23, 2017 11:54 AM
To: Veeser, James
Cc: Weber, Penny
Subject: RE: 736 S Water Street

Penny Weber is adding contacting info or keyholder info. I will forward this information to her.

Linda

From: Veeser, James
Sent: Monday, January 23, 2017 11:52 AM
To: Repphun, Linda
Subject: FW: 736 S Water Street

Exhibit 3

Linda,

Did you want to enter this person's name as the contact for that address.

Veeser

From: Pulaski, James S. [mailto:James.Pulaski@va.gov]
Sent: Friday, January 20, 2017 2:13 PM
To: Veeser, James
Cc: Hart, Gary
Subject: 736 S Water Street

Hello Captain Veeser

I wanted you to have my contact information on file for a property I own in Sheboygan at 736 S Water Street

James Pulaski
940 S 57th Street
West Allis WI 53214
Phone 405-905-1616 cell, I kept my old number from Oklahoma

I want to thank you guys for patrolling this area near the Catholic Church and High School. I have big plans for that house. It now has the second floor reframed (hidden behind the old siding), has a new roof and the basement masonry was looked at. Come Spring we plan to reframe the downstairs for better larger windows and then it will get new windows and siding on both floors which will dramatically change the look of it. I expect to finish sometime this summer.

When I discovered that our Captain Gary Hart at the Veterans Administration in Milwaukee where I work lives in Sheboygan I asked him if he might help with your contact info.

I will be in Sheboygan this weekend to check the place out.

Thanks

James Pulaski Do something every day to reduce:

Industrial Engineer, Systems Redesign
Clement J Zablocki VA Medical Center
Bldg 6 Room A-116, Extension 47338
Muda - Waste
Muri - Overburden
Mura – Unevenness

From: Hart, Gary
Sent: Thursday, January 19, 2017 10:22 AM
To: Pulaski, James S.
Subject: SPD

James,

Here is Sheboygan PD's Operations Captain's email

james.veeser@sheboyganwi.gov

Gary W. Hart, Captain
Operations Officer
Milwaukee VAPD
(414) 384-2000 Ext 45942

RAZE ORDER

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

736 South Water Street, Wisconsin, on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit 4

OWNER:

James S. Pulaski
940 S 57th Street
West Allis, WI 53214

RETURN TO:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081

INTERESTED PARTIES:

59281109670
Parcel Ident. No.

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Pursuant to sec. 66.0413(1)(b), Wis. Stats., and on the finding by the Code Enforcement Officer of the City of Sheboygan that the house located on the above-described premises is so dilapidated and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and on the determination by said Code Enforcement Officer that the cost of such repairs would exceed fifty percent (50%) of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for this municipality in that said house was last assessed at four thousand five hundred dollars ($4,500), which assessment was at 96.21% of full value level, thus making the full assessed value of the house four thousand six hundred seventy seven dollars and 27/100 ($4,677.27). The necessary repairs for said house would exceed fifty percent (50%) of this amount.

NOW, THEREFORE, IT IS HEREBY ORDERED that the house located at:

736 South Water Street, Wisconsin on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the

FILE COPY

Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

be razed and removed and the site restored to a dust-free and erosion-free condition by the owner of said premises within thirty (30) days of service of this Order.

NOTICE IS HEREBY GIVEN that, in the event of failure or refusal to comply with this Order within the time prescribed herein, the house shall be razed and removed and the site restored to a dust-free and erosion-free condition in accordance with sec. 66.0413(1)(f), Wis. Stats., and the cost of such razing, removal and restoration of the site to a dust-free and erosion-free condition shall be charged against the above-described real estate upon which such house are located and shall be a lien upon such real estate, and may be assessed and collected as a special tax.

NOTICE IS FURTHER GIVEN that, in the event the house contains personal property or fixtures which will unreasonably interfere with the razing of said house and garage, or if the razing of the house and garage makes necessary the removal, sale or destruction of such personal property or fixtures, the Code Enforcement Officer further orders the removal of said personal property and fixtures, pursuant to sec. 66.0413(1)(i), Wis. Stats., **by December 15, 2018.**

Dated this 7 day of November, 2018, at Sheboygan, Wisconsin.

William Borzyskowski
CODE ENFORCEMENT OFFICER
Building Inspection Department
City of Sheboygan

Subscribed and sworn to before me
this 7 day of November, 2018.

Notary Public-State of Wisconsin
My commission expires 1-8-2022

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

Sheboygan Press
media
A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

Exhibit 5

SHEB, CITY OF,LEGAL ACCT

828 CENTER AVE OFC OFFICE

SHEBOYGAN WI 530814442

I, being duly sworn, doth depose and say I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an avertisment of which the annexed is a true copy, taken from said paper, which published therein on:

Account Number: GWM-60409220
Order Number: 0003247446
No. of Affidavits: 1
Total Ad Cost: $86.36
Published Dates: 11/10/18

(Signed) Shelly Hora **(Date)** November 15, 2018
Legal Clerk

KAZOUA YANG NOTARY PUBLIC STATE OF WISCONSIN

Signed and sworn before me

Kazoua Yang

My commission expires 11/9/22

received
11-19-18

SHEB, CITY OF,LEGAL ACCT
Re. 59281109670

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

GANNETT
Wisconsin Media
Delivering Customers. Driving Results.

PHONE 920-431-8298
FAX 877-943-0443
email: legals@sheboyganpress.com

6.19

R. C. No. 309 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 176-19-20 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.; recommends referring to Finance and Personnel Committee of the 2020-2021 Council.

2021
FAP

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 176 - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.

Finance + Personnel

CITY CLERK

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Wells Fargo Bank, N.A. vs. Ed Macias et al

Electronic Filing Notice

Case No. 2020CV000100
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE STE 104
SHEBOYGAN WI 53081

Case number 2020CV000100 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: b9fde4

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 4, 2020

UNREDACTED

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or

delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 4th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F02

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

FIRST CAUSE OF ACTION

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the Warranty is attached hereto as Exhibit C and is incorporated by reference

2. Due to a scrivener's error and mutual mistake, an incorrect legal description of the subject encumbered property appears on the deed attached hereto as Exhibit C. The lot owned by the original

mortgagor, Emily Soto, a single person, and the lot which was intended to be conveyed is described as follows:

THE EAST 40 FEET OF THE LOT TEN (10), AND THE WEST 10 FEET OF LOT ELEVEN (11), BLOCK FIFTY (50), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN

3. That the legal description in the warranty deed should be judicially reformed pursuant to section 847.07 of the Wisconsin Statutes to reflect the correct legal description for the subject property as of the date of said deed.

SECOND CAUSE OF ACTION

4. The plaintiff repeats and realleges paragraphs one (1) through three (3) of the First Cause of Action as if fully set forth herein.

5. The mortgaged real estate is owned of record by Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias.

6. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $44,080.28 together with interest from the 1st day of May, 2019.

7. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

8. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

9. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

10. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

11. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage

12. That Jane Doe Macias has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Reformation of the subject deed and any assignment of said mortgage to reflect the correct legal description of the encumbered property as previously described herein as of the date of said documents.

2. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

3. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

4. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

5. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

6. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 4th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

[redacted]

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Kent Hoffmann
Branch 2

Wisconsin

NOTE

FHA Case No. [redacted]

DECEMBER 13, 2012
[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. $ *********50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST , 2013 . Any principal and interest remaining on the first day of JANUARY , 2043 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ **********241.36 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

[redacted]

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	E.S _____ (Seal) EMILY SOTO -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT A

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY _____
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

EXHIBIT A

[redacted]

MORTGAGE

DOCUMENT NUMBER:

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

NAME & RETURN ADDRESS:
FINAL DOCS [redacted]
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200
[redacted]

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[redacted]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES , and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104
("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100
Dollars (U.S. $ **********50,555.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043
. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

[redacted]

[redacted]

EXHIBIT B

[redacted]

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City],
Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

EXHIBIT B

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

EXHIBIT B

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

EXHIBIT B

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

EXHIBIT B

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

EXHIBIT B

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Growing Equity Rider ☐ Other [specify]
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

EXHIBIT B

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

_____	_____ (Seal) EMILY SOTO -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this DECEMBER 13, 2012 (date)

by EMILY SOTO

(person acknowledging)

My Commission Expires: 8-7-16

Notary Public, State of Wisconsin Amanda J. Reichert

(Seal)

AMANDA J. REICHERT NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER

EXHIBIT B

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

VOL 1763 PAGE 497

1580872

SHEBOYGAN COUNTY, WI
RECORDED ON
10-09-2000 8:48 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 12.00
TRANSFER FEE: 179.70
045473 7

State Bar of Wisconsin Form 1 - 1998

WARRANTY DEED

Document No.

THIS DEED, made between James A. Reimer, a single person, Grantor, and Emily Sohr, a single person, Grantee, Grantor, for a valuable consideration conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Recording Area

NAME AND RETURN ADDRESS:
Grantees
1416/A Michigan Avenue
Sheboygan, WI. 53081

The East Forty (40) feet of Lot Ten (10), and the West Ten (10) feet of Lot Eleven (11), Block Fifty (50) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key #201590

201590
Parcel Identification Number

This is not homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefensible in fee simple and free and clear of encumbrances except municipal & zoning ordinances, recorded easements, recorded building & use restrictions & covenants & taxes levied in the year of transfer, & will warrant & defend the same.

Dated this 27 day of September, 2000.

James A. Reimer (SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)
authenticated this day of
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Section 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Pamela S. Kahn-Stein

(Signatures may be authenticated or acknowledged. Both are not necessary)

*Names of persons signing in any capacity should be typed or printed below their signatures.

File Number [redacted]

ACKNOWLEDGMENT

STATE OF WISCONSIN
) ss.
Sheboygan County

Personally came before me this 27th day of September, 2000 the above named James A. Reimer to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public Sheboygan County, WI
My commission is permanent. (If not, state expiration date: 4-13-2003)

2

EXHIBIT C

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 2
EXCEPTIONS

File #[redacted]

Completed: 2/17/20 1:16 pm
Last Revised: 2/17/20 1:16 pm
Title Contact: Marjorie Windrem (marjorie@knightbarry.com)
Closing Contact: ()

EXCEPTIONS 200-299
Easements, restrictions, covenants and other encumbrances.

200. Covenants, conditions, provisions, reservations, restrictions, rights of first refusal, options to purchase, easements, servitudes, building set back lines, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the public land records, or (ii) appear in, are shown on, or are referenced in any recorded plat or certified survey map.

EXCEPTIONS 300-399
Judgments and liens.

300. Child Support Lien filed against Edward Macias in favor of the State of Wisconsin Department of Children and Families in the amount of $8,919.12 filed January 3, 2016 as Docket Number 516907 in Milwaukee County County.

EXCEPTIONS 400-499
Mortgages, assignments, leases and land contracts.

400. Mortgage from Emily Soto to City of Sheboygan, Dept. of City Development in the amount of $3,543.00 dated November 5, 2004 and recorded November 5, 2004 as Document No. 1749659.

401. Subordination Agreement recorded December 19, 2012 as Document No. 1959093 makes the mortgage described as Document No. 195902 SUPERIOR to the mortgage described as Document No. 1749659.

402. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $19,300.00 dated January 15, 2002 and recorded March 22, 2002 as Document No. 1631877.

403. Subordination Agreement recorded December 19, 2012 as Document No. 1959092 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1631877.

404. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $1,442.25 dated November 19, 2002 and recorded December 17, 2002 as Document No. 1663503.

405. Subordination Agreement recorded December 19, 2012 as Document No. 1959094 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1663503.

EXCEPTIONS 500-599
Other matters.

500. Rights of spouse, if any.

LIEN REPORT

THIS DOCUMENT WAS LEGALLY SERVED ON

3 / 11 / 20 AT 3 :00 AM/PM

BY: Shaun Conrad

CREAMCITY
PROCESS
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
April 19, 2021.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 315-19-20 by Finance and Personnel Committee and R. C. No. 347-18-19 by Finance and Personnel Committee and R. O. No. 241-18-19 by City Clerk submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice;

2. R. C. No. 317-19-20 by Finance and Personnel Committee to whom was referred R. C. No. 332-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site;

3. R. O. No. 159-20-21 by City Clerk submitting a claim from Penny Hinz for alleged damages to her vehicle after a manhole cover popped off as it was driven over;

All R. O.'s have been reviewed by staff with the recommendation to file all claims.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.25

R. C. No. 315 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 347-18-19 by Finance and Personnel Committee and R. O. No. 241-18-19 by City Clerk submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21
F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.43

R. C. No. 347 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 241-18-19 by City Clerk submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 241 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting a pending claim from Caleb Sanders for alleged injuries received when he slipped and fell on ice.

CITY CLERK

Finance ~~+ Personnel~~
4-8-19 Refer to Finance + Personnel of new council

MAR 27 '19 AM10:31

32-18 MKC
3-27-19

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
PURSUANT TO WIS. STAT. '893.80

To: Sheboygan City Clerk
Attn: Meredith DeBruin
828 Center Avenue
Sheboygan, WI 53081

Sheboygan Public Works
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081

Claimant:
Caleb Sanders
2208 South 17th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Caleb Sanders, by his attorneys, Sperling Law Offices LLC, states that the following circumstances gave rise to his injuries:

1. That on or about February 21, 2019, Caleb Sanders slipped and fell on ice which may or may not have been located on a city sidewalk at or near the address of 1102 North 8th Street in the City and County of Sheboygan, State of Wisconsin.

2. That on or about that date, the area where Mr. Sanders fell was not properly maintained and extremely icy, slippery, and unsalted, among other negligent acts and omissions.

3. As a result of these circumstances, Mr. Sanders suffered injuries to his left arm, among other injuries, and he has and will incur medical costs and other injuries and damages.

Dated: 3/25/19

Sperling Law Offices LLC
Attorneys for Caleb Sanders
By Michael S. Sperling
State Bar No. 1005133

Sperling Law Offices LLC
100 E. Wisconsin Ave. #1020
Milwaukee, WI 53202

VI

6.27

R. C. No. 317 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 332-18-19 by Finance and Personnel Committee and R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21 F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.28

R. C. No. 332 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020
1-27-20 hold

Ronald Pinkert
James A. Bolton

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 143 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site.

Finance/Personnel
4-8-19 ref'd to Finance + Personnel of new council.

CITY CLERK

Claim #16-18

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow Street
Room 180
Waukesha WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 3, 2018

Ms. Meredith DeBruin, Clerk
City of Sheboygan
2026 New Jersey Ave
Sheboygan WI 53081

Subject: **Notice of Claim**

Dear Ms. DeBruin:

On August 28, 2018, the Department of Natural Resources provided the City of Sheboygan representative Ryan Sazama the Notice of Noncompliance that the department believed the City of Sheboygan was not complying with Wisconsin's storm water permitting standards at the site located at the NW ¼, NW ¼, Section 16, T14N R23E in the City of Sheboygan, Sheboygan County.

As stated in the Notice of Noncompliance, the department believes the City of Sheboygan has not followed its Wisconsin Pollutant Discharge Elimination System Permit. Section 283.33, Wisconsin Statutes, requires a person to follow a Wisconsin Pollutant Discharge Elimination System Permit for land disturbance activities of over an acre.

This letter fulfills the requirements of ss. 893.80(1) and 893.82, Wis. Stats., which requires written notice of the circumstances of a claim be served upon the state agency, employee or officer, and the attorney general within 120 days after the happening of the event which gave rise to the claim. The department believes the event that gave rise to the claim occurred in August 2018; the date a DNR staff member observed land disturbance activities that were not in compliance with permit conditions at the Site and confirmed with City of Sheboygan consultants.

If you have questions regarding this letter or storm water compliance, please call me at (262) 574-2126.

Sincerely,

Brooke Robinson

Brooke Robinson
Storm Water Specialist
Division of External Services

Rec'd 10-3-18 @ 3:30 p.m.
MeredithDeBruin

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee WI 53212-3128

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

WISCONSIN
DEPT. OF NATURAL RESOURCES

August 28, 2018

Mr. Ryan Sazama
2026 New Jersey Ave
Sheboygan WI 53081

NOTICE OF NONCOMPLIANCE for SouthPointe Enterprise Campus FIN 61743

Dear Mr. Sazama:

On August 22, 2018, Department staff noted that the work being done at the SouthPointe Enterprise Campus located in the City of Sheboygan, Sheboygan County also described as the NW ¼, NW ¼, Section 16, T14N R23E is not consistent with the plans submitted to the Department and approved for permit coverage for FIN 61743. At the time of inspection, storm water specialists, Brooke Robinson and Jamie Lambert noted and reported noncompliance to both your inspector, David Robinson and Jobsite supervisor, Branden Strayer.

Two of the three ponds were constructed; however, the banks were not stabilized, and the erosion matting did not extend to the plateau of the slope to avoid undermining of the matting and failure of the pond slopes. The ponds needed to be constructed and stabilized prior to removing vegetation from the entire site.

The diversion ditches were constructed but have not been stabilized. The ditches had no slope stabilization, nor do they have ditch checks, or channel erosion mat. The diversions were directly connected to the wetlands, not giving any of the required water quality protection to the resource.

The quantity of exposed, unstabilized sediment is the source of many problems onsite. The entire site (besides the wetlands) was stripped of topsoil and the site did not have temporary or permanent stabilization. It appeared that some seed had washed off, but no mulch was used, and the seed did not take. The seeding/mulching standards have not been met per technical standards 1058 and 1059. The practices that have been initiated onsite have not been maintained. The site needs temporary or permanent stabilization if any area is not being actively worked for 14 calendar days are at final grade.

The stockpiles do not have any perimeter control, and most do not have temporary stabilization. If they are not being actively used, they require temporary stabilization after seven calendar days of inactivity. The erosion seen on the piles showed that the piles have been present and unused for longer than the maximum seven days. This was confirmed by staff onsite.

The silt fence is not being used per Technical Standard 1056. It cannot be used in a flow path or to contain runoff from the area draining to it. It is buried at the bottom of slopes or more than half full on the flatter areas. Silt fence around several of the wetlands needs to be replaced and reassessed to be sure that required practices are implemented.

There were no tracking pads installed per Technical Standard 1057 at the time of the inspections and Department staff reported viewing excessive tracking on the roads on previous occasions. Tracking needs to be prevented at each of the entrances/exits that are in use in addition to sweeping the road. The technical standard has been

recently revised to include more options to prevent tracking. The tracking pads were still not placed at the time of an inspection on 8/29/18.

The ditches along CTH OK have portions that do not have any stabilization such as seeding or matting. There are significant sediment deposits from the site going through culverts and leaving the site. There are some ditch checks, however many are buried or have been broken or lost. The ditch checks are not being installed or maintained per Technical Standard1062 Sediment needs to be removed and the area needs to be stabilized per the plans and technical standards. The slopes leading to ditches also need to be stabilized to reduce the source area draining to the ditches.

Several wetlands onsite had sediment fill present from unmaintained best management practices failing. The practices may be inadequate for some of the slopes surrounding them and the amount of land draining to them. Please review your plans, calculations and implementation to determine if a plan revision is required as well as BMP maintenance.

Please be advised that the department is authorized to seek injunctive or other appropriate relief for violations of pollution discharge elimination laws, including forfeitures of up to $10,000 per day of violation pursuant to s. 283.33(1), Wis. Stats. Each day of violation is considered a separate offense. In lieu of seeking forfeitures by means of civil legal action, the department may at its discretion issue citations if it finds violations for which a person is subject to civil forfeiture. If you believe that this notice has been issued in error or if you have any other questions, please contact Brooke Robinson at 262-574-2126 or at brooke.robinson@wi.gov.

Thank you for your cooperation in resolving this issue.

Sincerely,

Brooke Robinson

Brooke Robinson
Storm Water Specialist

Cc: Warden Juan Gomez, WDNR
Benjamin Benninghoff, Runoff Management Program Supervisor
David Robinson, Ruekert-Mielke

II

3.8

R. O. No. 59 - 20 - 21. By CITY CLERK. March 1, 2021.

Submitting a claim from Penny Hinz for alleged damages to her vehicle after a manhole cover popped off as it was driven over.

CITY CLERK

FtP

DATE RECEIVED 2/25/21 RECEIVED BY MKC

CLAIM NO. 26-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 25 '21 AM 9:20

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: PENNY HINZ
2. Home address of Claimant: 1519 FLORIDA AVENUE
3. Home phone number: 920 627-2203
4. Business address and phone number of Claimant: 1536 INDIANA AVE 920 458-1779
5. When did damage or injury occur? (date, time of day) 6-9-2020 9 pm
6. Where did damage or injury occur? (give full description) RIM OF VEHICLE
7. How did damage or injury occur? (give full description) MANHOLE COVER POPPED OFF AS DRIVEN OVER.
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: OFFICER CAROLINA WARRENS

   (b) Claimant's statement of the basis of such liability: NOT LIABLE! BUT... Didnt take the obvious statements from Neighbors, has original receipt, not attached to police report.
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: MANHOLE COVER 18th ST. (OHIO AVENUE) SIDE STREET.

   (b) Claimant's statement of basis for such liability: THIS PARTICULAR MANHOLE COVER CAUSED MULTIPLE ACCIDENTS BEFORE MINE - ONE BEING THAT OF A FIRE TRUCK

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

THE IMPACT WAS VERY INTENSE TO MY NECK BUT NOT LOOKING FOR ASSISTANCE ON THAT. IT WORKED ITSELF OUT JUST REPLACE RIM.

11. Name and address of any other person injured: 0

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

Auto:	$ 969.05
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 969.05

Damaged vehicle (if applicable)

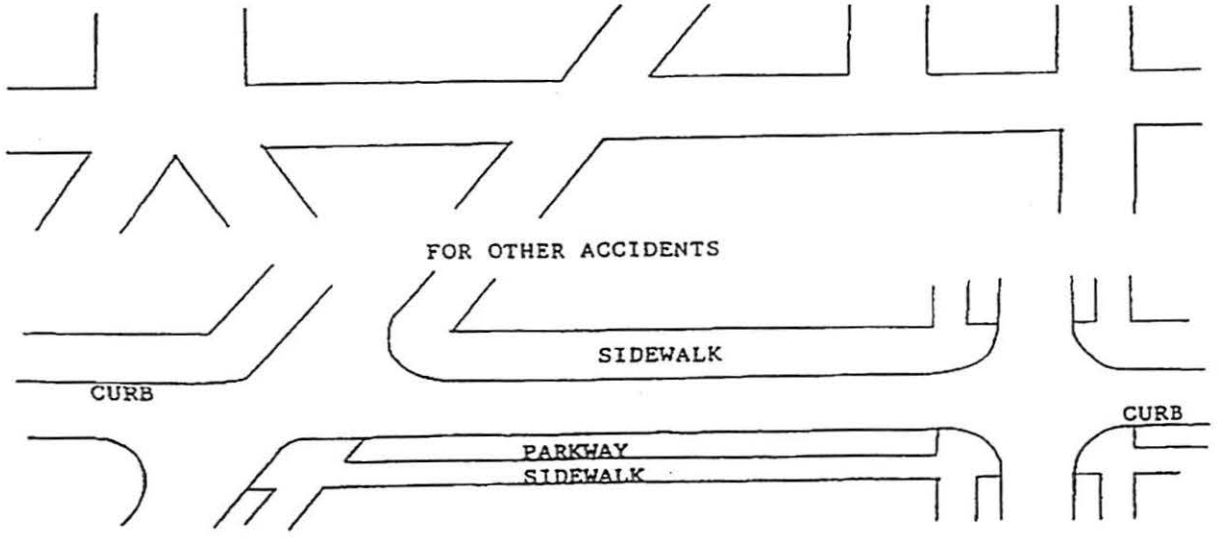
Make: NISSAN Model: PLATINUM Year: 2015 Mileage: 65,000

Names and addresses of witnesses, doctors and hospitals:

JEREMY GULLG . SALLY NITSCH
THEY BOTH LIVE IN FRONT OF MANHOLE COVER

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

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



SIGNATURE OF CLAIMANT [signature] DATE 12-8-2020

DATE RECEIVED 2/25/2021 RECEIVED BY MKC

CLAIM NO. 26-20

CLAIM

Claimant's Name: PENNY HINZ

Claimant's Address: 1519 FLORIDA AVENUE

Claimant's Phone No. 920 627-2203

Auto	$ 969.05
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 969.05

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 $ 969.05 .

SIGNED [signature] DATE: 12-8-2020

ADDRESS: 1519 FLORIDA AVENUE

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

G7L0B3P3PL
C20-09412

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0B3P3PL

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER CAROLINA WARRENS
Crash Date: 06/09/2020	Crash Time: 09:02 PM	Date Arrived: 06/09/2020	Time Arrived: 09:08 PM
Date Notified: 06/09/2020	Time Notified: 09:05 PM	Total Units: 01	Total Injured / Total Killed

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related: NO	Tags
☐ Reportable	Crash Type: DT4000 (STANDARD CRASH)	☐ Amended	☐ Secondary Crash

Description

Diagram

Reconstruction By

Photos By

Additional Information

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

UNIT 1 WAS DRIVING NORTHBOUND ON S 18TH ST WHEN SHE DROVE OVER A MAN HOLE COVER. UNIT 1'S LEFT REAR TIRE POPPED AND IT CAUSED DAMAGE TO THE RIM OF THE WHEEL.

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON S 18TH ST 66 FT N OF OHIO AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.720650424	Longitude -87.729250438
	X Coordinate 441259.3125	Y Coordinate 4841105
	Structure Type	

Crash Scene

First Harmful Event OTHER OBJECT - NOT FIXED	First Harmful Event Location ON ROADWAY
Manner of Collision 00 - NO COLLISION W/VEHICLE IN TRANSPORT	Light Condition DARK/UNLIT
Road Surface Condition(s) WET	Roadway Factor(s)
Environment Factor(s)	
Weather Condition(s) CLOUDY, RAIN	
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	Junction Location	Intersection Type
NO	NON-JUNCTION	NOT AN INTERSECTION

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type
Vehicle Type (SPORT) UTILITY VEHICLE				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 NORTHBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 2
Most Harmful Event: Collision With OTHER OBJECT - NOT FIXED		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 CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Sequence Of Events

01	Event OTHER OBJECT - NOT FIXED
02	Event
03	Event
04	Event

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Policy Holder

Insurance Company	Individual
DONEGAL-MUTUAL-INS-CO	PENNY HINZ

Individual

Individual	Citations Issued	Sex
	Date of Birth	Race
Address , ,	Driver License Number	

Safety Equipment

On Duty Crash	Safety Equipment
Row / Seat Position	
Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag

Ejected	Ejection Path	Trapped/Extricated
Medical Transport	EMS Agency Identifier	EMS Run #
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
Distracted By Action

Non Motorist

Striking Unit #	Location
Prior Action	

UNIT 01 — INDIVIDUAL 001

Action	
Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
Drug Test Given	Drug Test Type	Drug Test Results
Drug Type		

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

	Individual Condition





Frames
Axles
Wheels
Straightening

ROBERT RUSCH, INC.

AUTOMOTIVE REPAIR SHOP

1129 Indiana Ave.
Sheboygan, Wis. 53081
Dial 452-8681

Tops
Bodies
Fenders

Customer's Order No. _____ Date 6/17 2020

Sold to Penny Henry

Address _____ Phone _____

MDSE. SOLD		MDSE. RET'D		RECD. ON ACCT. - NOTE	MISC'L	PAID OUT
CASH	CHARGE	CASH	CREDIT			

QUAN.	NUMBER	ARTICLES	PRICE	AMOUNT
		Repair Vehicle as per RO 1335		969.05
		open for Tire Replacement		
			TAX	
			TOTAL	

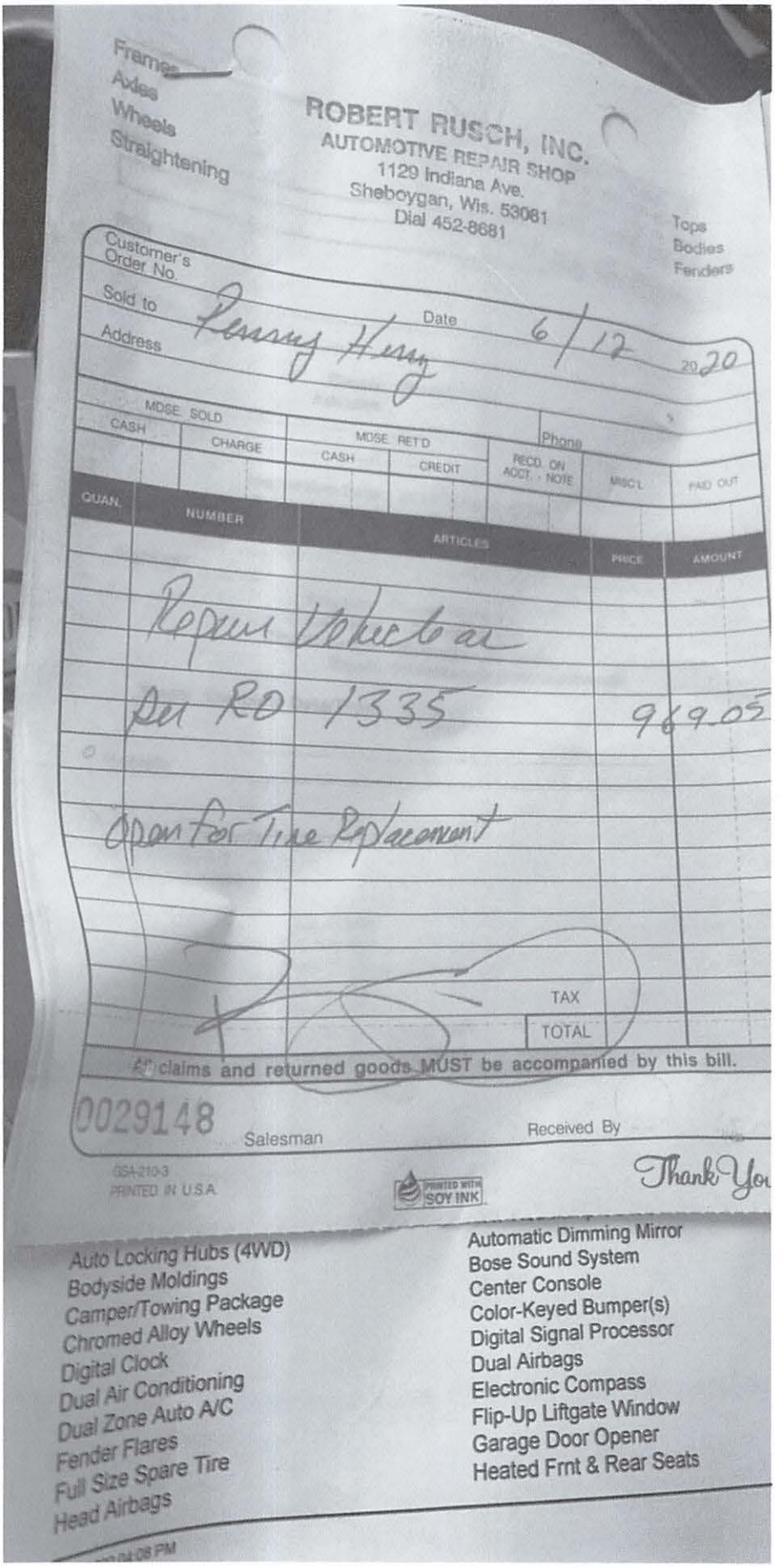
All claims and returned goods MUST be accompanied by this bill.

0029148 Salesman _____ Received By _____

GSA-210-3
PRINTED IN U.S.A.

PRINTED WITH SOY INK

Thank You



Frame
Axles
Wheels
Straightening

ROBERT RUSCH, INC.
AUTOMOTIVE REPAIR SHOP
1129 Indiana Ave.
Sheboygan, Wis. 53081
Dial 452-8681

Tops
Bodies
Fenders

Customer's Order No.

Sold to Penny Hess Date 6/12 2020

Address

Phone

MDSE. SOLD		MDSE. RET'D		RECD. ON ACCT. - NOTE	MISC'L	PAID OUT
CASH	CHARGE	CASH	CREDIT			

QUAN.	NUMBER	ARTICLES	PRICE	AMOUNT
		Repair Vehicle as		
		per RO 1335		969.05
		Open for Tire Replacement		

TAX
TOTAL

All claims and returned goods MUST be accompanied by this bill.

0029148 Salesman Received By

GSA-210-3
PRINTED IN U.S.A.

PRINTED WITH SOY INK

Thank You

Auto Locking Hubs (4WD)
Bodyside Moldings
Camper/Towing Package
Chromed Alloy Wheels
Digital Clock
Dual Air Conditioning
Dual Zone Auto A/C
Fender Flares
Full Size Spare Tire
Head Airbags

Automatic Dimming Mirror
Bose Sound System
Center Console
Color-Keyed Bumper(s)
Digital Signal Processor
Dual Airbags
Electronic Compass
Flip-Up Liftgate Window
Garage Door Opener
Heated Frnt & Rear Seats

04:08 PM





VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 117-20-21 by City Clerk submitting various license applications; recommends denying Taxicab Driver License application No. 3441 (Darrin L. Felton) due to his record of violations related to the licensed activity and his failure to cooperate with staff for the Committee.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 117 - 20 - 21. By CITY CLERK. December 21, 2020.

Submitting various license applications for the period ending December 31, 2021 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

No.	Name	Address
8017	Anderson, Randolph C.	1941 N. 35th Street, Manitowoc
3443	Boje, Lorna M.	3635 S. 10th Street
0891	Bower, Steven J.	2921 Whispering Winds Drive
3427	Favretto, Larissa M.	1320A Michigan Avenue
3444	Hemb, Jeanine	1218 N. 31st Street
6554	Hough, Jennifer L.	616 Leavens Avenue, Sheb. Falls
3442	Landgraf Sr., Scott R.	1412 Illinois Avenue
1821	Lopez, Norma	1928 N. 11th Street Apt. A
3438	Meyer, Breanna F.	3501 Lakeshore Road Apt. 2B
0679	O'Neil, Shaughn E.	2316 S. 17th Street
3432	Ophelan, Amanda S.	1206 S. 13th Street
3430	Ringwell, Valerie A.	2414 North Avenue
3433	Torres, Tanner N.	1522A S. 8th Street
3428	Trudeau, Dennis T.	1727 N. 4th Street
9846	Waraich, Celia M.	N6233 Woodland Road
1837	Wilmot, Chelsy	1326 Geele Avenue

COMMERCIAL QUADRICYCLE BUSINESS (RENEW) (December 31, 2021)

No.	Name	Address
3321	Shebikin' Pedal Tours	2205 S. 8th Street

QUADRICYCLE DRIVER LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
2148	Vannieuwenhoven, Justin P.	2205 S. 8th Street

YHPS
1-13-21 Hold #3441
#2558 withdrawn
4-15-21 #3441 deny

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
3626	Integrated Health Therapies Inc.	833 Pennsylvania Avenue #103
2868	Intouch	1427 N. 4th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2021)

No.	Name	Address
2558	Bogart Jr., Thomas	1616 N. 12th Street
3441	Felton, Darrin L.	710 Pennsylvania Avenue
9663	Walcott, Katherine M.	822 S. 13th Street

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
1413	Brotz, James E.	2403 S. 8th Street
8863	Castillo, Ivan V.	1415 S. 17th Street
3032	Schmalz, Donna M.	919 Wisconsin Avenue #309
9846	Waraich, Celia M.	N6233 Woodland Road
0142	Waraich, Jesse S.	N6233 Woodland Road
2269	Wallgren, Paul A.	4253 Honeysuckle Court H106

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 170-20-21 by City Clerk submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Sheboygan Paper Box Co. v. Wisconsin Department of Revenue; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.1

R. O. No. 170 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting a communication from the State of Wisconsin Tax Appeals Commission regarding the filing of Petitions for Review of Determination by State Board of Assessors for Manufacturing Property in the matter of Sheboygan Paper Box Co. v. Wisconsin Department of Revenue.

F+P

CITY CLERK

STATE OF WISCONSIN

TAX APPEALS COMMISSION

SHEBOYGAN PAPER BOX CO,

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

Respondent.

DOCKET NOS. 21-MR-194, 21-MR-195 AND 21-MR-196

ACKNOWLEDGMENT OF RECEIPT

RECEIPT IS ACKNOWLEDGED in relating to the above-captioned matters as follows:

Items Received: Petitions

Date Received: March 19, 2021

By: Regular mail

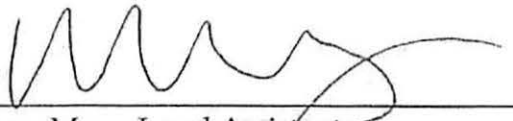
Filing Fees Received: 3 $25 fees

The docket numbers shown above are assigned to these matters and should be placed on all subsequent correspondence.

Copies of your petitions are being sent to the Office of General Counsel of the Wisconsin Department of Revenue and the clerk of the municipality listed on the Notices of Determination.

Dated at Madison, Wisconsin, this 19th day of March, 2021.

WISCONSIN TAX APPEALS COMMISSION



Emma Mruz, Legal Assistant
5005 University Avenue - Suite 110
Madison, Wisconsin 53705
608-266-1391

Please note that the files of the Tax Appeals Commission may be subject to open records request. Parties should keep this in mind when submitting documentation to the Commission and should avoid the inclusion of non-essential personal information, such as social security numbers and tax returns.

For guidance in these proceedings, please visit www.wisbar.org/taxappeals or see Ch. 73.01 of the Wisconsin Statutes and Wisconsin Administrative Code Chapter TA 1 - Practice and Procedures before the Tax Appeals Commission.

cc: Attorney Bob Hill
Meredith Debruin w/enc.
Wisconsin Dept. of Revenue w/enc.

STATE OF WISCONSIN TAX APPEALS COMMISSION

Sheboygan Paper Box Co

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

FILED
MAR 19 2021
Wisconsin Tax Appeals Commission
Emma Mruz - Legal Assistant

21-MR-194

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

1.	Full name, address & telephone number of petitioner: Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001329
3.	Address of personal property: 716 Clara Ave Sheboygan, WI	4.	Assessment date: 2020

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	$157,900	
Improvement	$2,447,000	
Total	2,604,900	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.

Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	$	
Improvements	$	
Total	$1,441,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No ☒

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:
Robert Hill Law, Ltd. (Robert A. Hill)
1161 Wayzata Blvd E, #399
Wayzata, MN 55391 (952) 426-7373

Signature of owner/representative:

/s/ Robert A. Hill

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-169-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001329

COPY

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

AND:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	$157,900	NO CHANGE	$128,000	N/A
IMPROVEMENT	$2,447,000	NO CHANGE	$1,984,000	N/A
TOTAL	$2,604,900	NO CHANGE	$2,112,000	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of Febwary 2021

cc: Robt A Hill / Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J Drascic, Chairman

CFML41

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is **sustained** - no further action is required.
- If the assessed value is **reduced**, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is **increased**, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is **sustained**, no further action; no change in taxes.
- If the assessed value is **reduced**, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is **reduced**, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is **increased**, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is **sustained**, no change in taxes.
- If the assessed value is **reduced**, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf), the amount of the rescinded/ refunded tax must have been $500 or more or your tax district must have accumulated a total of at least $5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to lgs@revenue.wi.gov .
- If the assessed value is **increased**, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is **reduced**, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.

- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (http://www.federalreserve.gov/releases/h15/data.htm)

Wisconsin State Board of Assessors
Real Property Addendum
Manufacturing & Utility Bureau

COPY

Appeal #	81-169-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001329
Local Parcel #	59-281-318401
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	716 Clara Ave.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

> "The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

> "Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

The 2020 full value assessment and the appellant's opinion of value as stated on the objection form are as follows:

2020		
Parties Opinions of Value		Difference (%)
DOR 2020 Full Value Assessment	$2,604,900	
Appellant's Opinion of Value	$1,441,000	
Reduction requested	($1,163,900)	-44.7%

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
  - Subject is located south of Downtown and south of the Sheboygan River in an area developed with a mix of residential and commercial uses.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently occupied by the appellant: Sheboygan Paper Box Co.
  - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 3.347-acre parcel
- Subject is large facility of 135,292 sf
  - The plant was constructed in stages beginning in 1930, with numerous building additions with the most recent in 2017
  - Exterior is composed of tilt-up concrete, brick and masonry
  - Building does have functional obsolescence factors to consider as many additions were built over the years resulting in a less than ideal layout
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.

- 2018 full value assessment of $2,529,000.
  - Improvements square footage was increased from 106,884 to 134,672 as a result of an addition.
  - 2018 Assessment was not appealed to the BOA.

- 2019 full value assessment of $2,529,000.
  - 2019 Assessment was not appealed to the BOA.

- 2020 full value assessment of $2,604,900.
  - Economic increase of $75,900 was added
  - 2020 Assessment was appealed to the BOA.

- A field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

***Markarian v City of Cudahy*, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970)** states,

"*...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property...*" (WPAM, Volume I, page 21.3-16, revised 12/10; *Emphasis added*)

- Following the Markarian hierarchy:
  - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:

- As evidence, the appellant submitted the following:
  - None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.

- The following court cases support the assessor's valuation:
  - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." Steenberg, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d 681, 684 (1976).
  - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex.rel. Collins v. Brown,* 225 Wis 593, 275, N.W. 455.
  - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown,* Subra.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

2020				
DOR Full Value Assessment			Recommended Full Value	Amount of Change ($)
Land	$157,900		$157,900	$0
Improvements	$2,447,000		$2,447,000	$0
TOTAL	$2,604,900		$2,604,900	$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is not applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

2/9/2021

Binh Hua, WI Certified Assessor 2 Date

Attachments
BOA # 81-169-REO-20

Notice of Real Property Assessment A-1

Form of Objection A-2

DOR 2018 Sales Comparison Approach to Value A-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
2135 Rimrock Rd Rm 312
Madison, WI 53713-1443

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2020 Notice of Real Property Assessment

Notice date	Jun 03, 2020
State ID no.	81-59-281-R000001329
County of	81-59 Sheboygan
Taxation district	281 C of Sheboygan
DOR parcel no.	000001329
Local parcel no.	59281318401
Site description	Sheboygan TID 17
Site address	716 Clara Ave
School code	595271
Special districts	TID#017

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

Land	$	157,900
Improvements		2,447,000
Total	$	2,604,900

Contact information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgdel81@wisconsin.gov or (920) 448-5191.

See other side for appeal procedures

MFGAA105/M (R. 03-18)

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal
1. File your appeal using the appropriate DOR objection form located on our website: revenue.wi.gov/Pages/Form/manuf-home.aspx
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.995(8)(b)1 and sec. 70.995(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:
- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below
1. Your objection form
2. A $45 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

Appeals address
State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS 6-97, Madison WI 53708-8971

Form of Objection

Form PA-132

Objection to Manufacturing Real Estate Assessment

■ Complete all sections ■ See Filing Requirements on page 2

Wisconsin Department of Revenue

Section 1: Who is filing this objection? (check one)

☒ Property owner/agent* ☐ Municipality/agent* *If agent, submit current Agent Authorization Form (PA-105) with this form

Section 2: Property Owner and Property Information

Property owner name (on assessment notice)	Taxation district (Check one) ☐ Town ☐ Village ☒ City Enter municipality →	County
Sheboygan Paper Box Co		

Mailing address	City	State	Zip
716 Clara Ave, PO Box 326	Sheboygan	WI	53082

Street address of property	City	State	Zip
716 Clara Ave	Sheboygan	WI	83082

Section 3: Contact Information

Name / title (owner, agent, officer)	Company name
Robert Hill / Robert Wentzel	Robert Hill Law, Ltd. / Alliance Property Consultants

Mailing address	City	State	Zip	Phone	Fax
1161 Wayzata Blvd E, #399	Wayzata	MN	55391	(952) 426 - 7373	( ) -

Email: bob@roberthilllaw.com / karl@roberthilllaw.com

Section 4: Assessment Information and Opinion of Value

Date of Real Estate Assessment Notice (mm-dd-yyyy)	State ID no. (on notice)	Local parcel no.
06 - 08 - 2020	8 1 5 9 2 8 1 R 0 0 0 0 0 1 3 2 9	59281318401

Assessment as shown on notice - Total	Your opinion of value - Total
$ 2,604,900	$ 1,441,000

Section 5: Reason for Objection and Basis of Estimate

Reason(s) for objection (Attach additional sheets if needed)	Basis for your opinion of value (Attach additional sheets if needed)
The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant	Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

In the last five years, the property was: (check all that apply and attach two copies of document)

☐ Appraised for any reason ☐ Sold ☐ Offered for sale ☐ Listed for sale ☐ Reviewed for marketing opinions

Appraisal date	Real estate appraised value	Appraiser name	Appraiser phone
- -			( ) -

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

☐ I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

	Name (please print)	Date
Owner / Authorized Agent Sign Here ▶	Robert A. Hill	
	Signature: Robert A. Hill	
	Company or title: Robert Hill Law, Ltd.	08 - 06 - 2020

For Department Use Only

BOA# 21-169-REO-20

AUG 07 2020 WI S DEPT REV Received Div. of State & Local Finance

PA-132 (R. 6-18)

2020-08-06

DOR 2018 Sales Comparison Approach to Value

AA: 81 COUNTY #: 59 Muni. #: 291 2018 Sales Comparison Approach Report
COMPUTER OR PARCEL NO: 6.0281E+10 Parcl: R000001329 Green Bay District Appraiser: rpg Date: 5/10/2018
OWNER'S NAME: SHEBOYGAN PAPER BOX CO Manufacturing Assessment - WI Dept of Revenue
SITUS ADDRESS: 715 Clara Ave

SALES COMPARISON INDICATOR

ITEM		SUBJECT	SALE #1		SALE #2					Comments:
SALE ID #		--	14-81-033-3		15-76-091-2					
COUNTY		SHEBOYGAN	59 - SHEBOYGAN CO		28 - JEFFERSON CO					
MUNICIPALITY		SHEBOYGAN	C SHEBOYGAN		C FORT ATKINSON					
ADDRESS OF COMPS			1826 Oakland Avenue		801 W Rockwell Ave					
COMM / NEIGH			2		3					
[illegible]	3.347	153,300	2		2					
IMP $ SP		*****	1,704,280		3,818,415					
IMP SP/SF		*****	$ 13.34		$ 23.28					
# MONTHS		*****	31		24					
T.A.D.J. SP		*****	13.0% $14.58	0.0%	$23.28	0.0%	0.0%	0.0%	0.0%	

ATTRIBUTES	DESCRTN	DESCRTN	ADJMT	DESCRTN	ADJMT
IMP. SF.	115,292	128,208	X	164,123	X
EFFECTIVE AGE	22	28	X	24	X
FRAME	3	3	X	2	X
WALL	7	2	X	3	X
NO. STYS.	1	1	X	1	X
SIZ RATIO	1.1	1.6	X	5.2	X
COMMUNITY RATE	2	2	X	3	X
NEIGHBORHOOD RATE	3	2	X	2	X
PHYSICAL RES. Fair	57	40	X	60	X
FUNCTNL RES.	85	85	X	85	X
LOCATION RES.	85	82	X	85	X
OTHER ECO. RES.	100	100	X	100	X
OFFICE %	8.0	9	X	8	X
HEIGHT	17	21	X	13	X
USE (SIC CODE)	2657	3460	X	3010	X
SPRINKLER %	100.0	100		60	
ADJUSTMENTS					
CONDITION	57	40	2.32	60	-1.16
LOCATION RES.	85	82	0.44	85	0.00
OFFICE %	8	9	-0.15	8	-0.23
HEIGHT	17	21	-1.17	13	-0.93
			0.00		0.00
Size			0.00		0.00
Site Coverage			0.00	-5	-1.16
Quality			0.00		0.00
Layout & Design			0.00		0.00
Sprinklers			0.00	-5	-1.16
			0.00		0.00
GRS ADJ %			28.43%		19.95%
GRS ADJ $/sf			4.14		4.64
NET ADJ $/sf			1.50		-1.64
ADJUSTED SALE PRICE/SF			13.08		15.82
GROSS WTS			0.41		0.59

Land Previous Assmt / Acres:	$151,300	3.347
Impr Previous Assmt / SF:	$918,100	107,504
Total Prior Assessment:	$1,061,400	

SALES COMPARISON INDICATED VALUE

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	$ 17.56	VITGA %	23		
IMPROVEMENT VALUE	2,379,730	COMP COV%	7	UNADJ. COV%	23
MARKET VALUE OF THE PROPERTY	$ 2,525,028	AVE GS A%	24	TOP COV%	43

2018 SCAR-59-291-R000001329-Sheboygan Paper Box Co-.xlsm 1

STATE OF WISCONSIN TAX APPEALS COMMISSION

Sheboygan Paper Box Co

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

FILED
MAR 19 2021
Wisconsin Tax Appeals Commission
Emma Mruz - Legal Assistant

21-MR-195

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

1.	Full name, address & telephone number of petitioner: Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001381
3.	Address of personal property: 728 S 11th Street Sheboygan, WI	4.	Assessment date: 2020

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	$60,200	
Improvement	$656,300	
Total	$716,500	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.

Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	$	
Improvements	$	
Total	$360,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No ☒
If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:
Robert Hill Law, Ltd. (Robert A. Hill)
1161 Wayzata Blvd E, #399
Wayzata, MN 55391 (952) 426-7373

Signature of owner/representative:

/s/ Robert A. Hill

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-170-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001381

COPY

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

AND:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	$60,200	NO CHANGE	$48,800	N/A
IMPROVEMENT	$656,300	NO CHANGE	$532,100	N/A
TOTAL	$716,500	NO CHANGE	$580,900	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of February 2021

cc: Robt A Hill / Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J Drasdic, Chairman

CFML41

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If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is **sustained** - no further action is required.
- If the assessed value is **reduced**, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is **increased**, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is **sustained**, no further action; no change in taxes.
- If the assessed value is **reduced**, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is **reduced**, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is **increased**, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is **sustained**, no change in taxes.
- If the assessed value is **reduced**, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf), the amount of the rescinded/ refunded tax must have been $500 or more or your tax district must have accumulated a total of at least $5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to lgs@revenue.wi.gov .
- If the assessed value is **increased**, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is **reduced**, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.

- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (http://www.federalreserve.gov/releases/h15/data.htm)

Wisconsin State Board of Assessors
Real Property Addendum
Manufacturing & Utility Bureau

COPY

Appeal #	81-170-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001381
Local Parcel #	59-281-503920
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	728 S. 11th St.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

> "The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

> "Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

The 2020 full value assessment and the appellant's opinion of value as stated on the objection form are as follows:

2020		
Parties Opinions of Value		**Difference (%)**
DOR 2020 Full Value Assessment	$716,500	
Appellant's Opinion of Value	$360,000	
Reduction requested	($356,500)	-49.8%

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
  - Subject is located north of Downtown and west of the Sheboygan River in an established industrial park.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently occupied by the appellant: Sheboygan Paper Box Co.
  - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 1.270-acre parcel
- Subject is a facility of 45,030 sf
  - The plant was constructed in stages beginning in 1952, with numerous building additions with the most recent in 1988
  - Exterior is composed of steel and masonry
  - Building does have functional obsolescence factors to consider as additions were built over the years resulting in a less than ideal layout
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.

- 2018 full value assessment of $695,600.
  - A sales comparison assessment report was completed to determine value
  - 2018 Assessment was not appealed to the BOA.

- 2019 full value assessment of $695,600.
  - 2019 Assessment was not appealed to the BOA.

- 2020 full value assessment of $716,500.
  - Economic increase of $20,900 was added
  - 2020 Assessment was appealed to the BOA.

- An exterior field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

***Markarian v City of Cudahy*, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970)** states,

"*...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property...*" (WPAM, Volume I, page 21.3-16, revised 12/10; *Emphasis added*)

- Following the Markarian hierarchy:
  - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:

- As evidence, the appellant submitted the following:
  - None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.

- The following court cases support the assessor's valuation:
  - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." Steenberg, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d 681, 684 (1976).
  - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex.rel. Collins v. Brown,* 225 Wis 593, 275, N.W. 455.
  - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown,* Subra.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

2020			
DOR Full Value Assessment		Recommended Full Value	Amount of Change ($)
Land	$60,200	$60,200	$0
Improvements	$656,300	$656,300	$0
TOTAL	$716,500	$716,500	$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is <u>not</u> applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

2/9/2021

Binh Hua, WI Certified Assessor 2 Date

Attachments
BOA # 81-170-REO-20

Notice of Real Property Assessment A-1

Form of Objection A-2

DOR 2018 Sales Comparison Approach to Value A-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
2135 Rimrock Rd Rm 225
Madison, WI 53713-1443

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 328
SHEBOYGAN WI 53082-0328

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2020 Notice of Real Property Assessment

Notice date	Jun 08, 2020
State ID no.	81-59-281-R000001381
County of	81-59 Sheboygan
Taxation district	281 C of Sheboygan
DOR parcel no.	000001381
Local parcel no.	59281503920
Site description	Sheboygan TID 17
Site address	728 S 11th St
School code	595271
Special districts	TID#017

Land	$	60,200
Improvements		656,300
Total	$	716,500

Contact information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgle81@wisconsin.gov or (920) 448-5101.

See other side for appeal procedures

MFGAA103W (R. 01-18)

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal
1. File your appeal using the appropriate DOR objection form located on our website: revenue.wi.gov/Pages/Form/msnuf-home.aspx
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.995(8)(b)1 and sec. 70.995(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:
- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below
1. Your objection form
2. A $45 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

Appeals address
State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS 6-97, Madison WI 53708-8971

Form of Objection

Form **PA-132**

Objection to Manufacturing Real Estate Assessment

■ Complete all sections ■ See Filing Requirements on page 2

Wisconsin Department of Revenue

Section 1: Who is filing this objection? *(check one)*

☒ Property owner/agent* ☐ Municipality/agent* *If agent, submit current Agent Authorization Form (PA-103) with this form

Section 2: Property Owner and Property Information

Property owner name (on assessment notice)	Taxation district (Check one) ☐ Town ☐ Village ☒ City Enter municipality →	County
Sheboygan Paper Box Co		Sheboygan

Mailing address	City	State	Zip
716 Clara Ave, PO Box 326	Sheboygan	WI	53082

Street address of property	City	State	Zip
728 S 11th St	Sheboygan	WI	83082

Section 3: Contact Information

Name / title (owner, agent, officer)	Company name
Robert Hill / Robert Wentzel	Robert Hill Law, Ltd. / Alliance Property Consultants

Mailing address	City	State	Zip	Phone	Fax
1161 Wayzata Blvd E, #399	Wayzata	MN	55391	(952) 426 - 7373	( ) -

Email: bob@roberthilllaw.com / kari@roberthilllaw.com

Section 4: Assessment Information and Opinion of Value

Date of Real Estate Assessment Notice (mm-dd-yyyy)	State ID no. (on notice)	Local parcel no.
06 - 08 - 2020	8 1 5 9 2 8 1 R 0 0 0 0 0 1 3 8 1	59281503920

Assessment as shown on notice - Total	Your opinion of value - Total
$ 716,500	$ 360,000

Section 5: Reason for Objection and Basis of Estimate

Reason(s) for objection: (Attach additional sheets if needed)	Basis for your opinion of value: (Attach additional sheets if needed)
The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant.	Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

In the last five years, the property was: *(check all that apply and attach two copies of documents)*

☐ Appraised for any reason ☐ Sold ☐ Offered for sale ☐ Listed for sale ☐ Reviewed for marketing options

Appraisal date	Real estate appraised value	Appraiser name	Appraiser phone
- -			( ) -

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

☐ I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner / Authorized Agent Sign Here ▶	Name (please print)	
	Robert A. Hill	
	Signature: Robert A. Hill	
	Company or title: Robert Hill Law, Ltd.	Date: 08 - 06 - 2020

For Department Use Only

BOA# 81-170-REO-20

AUG 7 2020
WIS DEPT REV
Received
Div of State & Local Finance

PA-132 (R. 6-19) 2020-08-06

DOR 2018 Sales Comparison Approach to Value

AA:	81	COUNTY #:	59	Muni. #:	281	2018 Sales Analysis & Reconciliation Report	
COMPUTER OR PARCEL NO:	5.93232E+10			Parid:	00000136I	Green Bay District	Appraiser: mpg
OWNERS NAME:	SHEBOYGAN PAPER BOX CO					Manufacturing Assessment - WI Dept of Revenue	
SITUS ADDRESS:	728 S 11th St						

SALES COMPARISON INDICATOR											
ITEM		SUBJECT		SALE #1		SALE #2					
SALE ID #		--		14-81-003-2		15-81-007-2					
COUNTY		SHEBOYGAN		20 - WINNEBAGO CO		31 - GREEN LAKE CO				Comments:	
MUNICIPALITY		SHEBOYGAN		C OSHKOSH		C GREEN LAKE					
ADDRESS OF COMPS				2728 Oregon St		750 South Street					
CONDITION				2		4					
LAND/IMP VALUE	1,270	58,400		2		3					
IMP $ SP		------		513,595		1,015,000					
IMP SP/SF		------	$	14.13	$	17.72					
# MONTHS		------		35		18					
T.ADJ. SP		------		13.0%	$15.54	5.0%	$18.61	0.0%	0.0%	0.0%	0.0%

ATTRIBUTES		DESCRTN	DESCRTN	ADJMT	DESCRTN	ADJMT
IMP. SF		45,630	41,250	X	57,245	X
EFFECTIVE AGE		27	28	X	20	X
FRAME		3	4	X	3	X
WALL		7	6	X	7	X
NO. STYS.		1	1	X	1	X
S/C RATIO		1.2	0.9	X	3.0	X
COMMUNITY RATE		2	2	X	4	X
NEIGHBORHOOD RATE		2	2	X	3	X
PHYSICAL RES.	Fair	43	39	X	59	X
FUNCTNL RES.		80	85	X	80	X
LOCATION RES.		90	98	X	80	X
OTHER ECO. RES.		100	100	X	100	X
OFFICE %		3.0	1.6	X	6.8	X
HEIGHT		24	13	X	20	X
USE (SIC CODE)		2670	3712	X	2653	X
SPRINKLER %		100.0	100		100	
ADJUSTMENTS						
CONDITION		43	39	1.59	59	-8.00
LOCATION RES.		90	98	-1.24	80	1.86
OFFICE %		3	1.6	0.22	6.8	-0.71
HEIGHT		24	10	2.48	20	1.49
				0.00		0.00
Size				0.00		0.00
Site Coverage			-10	-1.55	-10	-1.86
Quality				0.00		0.00
Layout & Design			-10	-1.55	-10	-1.86
Sprinklers				0.00		0.00
				0.00		0.00
GRS ADJ	%			55.60%		63.93%
GRS ADJ	$/sf			8.64		12.83
NET ADJ	$/sf			-0.04		-0.13
ADJUSTED SALE PRICE/SF				15.50		12.48
GROSS WTS				0.55		0.45

Land Previous Assmt / Acres:	$14,400	1.270
Impr Previous Assmt / SF:	$325,400	45,630
Total Prior Assessment:	$339,800	

SALES COMPARISON INDICATED VALUE

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	$ 14.13	WTGA %	62		
IMPROVEMENT VALUE	637,175	COMP COV%	11	UNADJ. COV%	9
MARKET VALUE OF THE PROPERTY	$ 635,575	AVE GS A%	62	TOP COV%	20

2018 SCAR-59-281-R000001361-Sheboygan Paper Box

1

STATE OF WISCONSIN TAX APPEALS COMMISSION

Sheboygan Paper Box Co

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8907
MADISON, WISCONSIN 53708
Respondent.

PETITION FOR REVIEW OF DETERMINATION BY STATE BOARD OF ASSESSORS FOR MANUFACTURING PROPERTY
(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

FILED
MAR 19 2021
Wisconsin Tax Appeals Commission
Emma Mruz - Legal Assistant

21-MR-196

TO: THE WISCONSIN TAX APPEALS COMMISSION:

The above named petitioner hereby petitions the Wisconsin Tax Appeals Commission for review of the determination of the State Board of Assessors dated: February 26, 2021

1.	Full name, address & telephone number of petitioner: Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082	2.	Computer nos. shown on Assessment notice: 81-59-281-R-000001391
3.	Address of personal property: 1137 Illinois Ave Sheboygan, WI	4.	Assessment date: 2020

5. Value as determined by the State Board of Assessors: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

6. Value as determined by the State Board of Assessors: (Real Property Assessment Only)

Land	$65,900	
Improvement	$636,300	
Total	$702,200	

7. Penalty amount: (Manufacturing Penalty Assessment Only)

Date Wisconsin Standard Manufacturing Property Report Form was filed:

8. On a separate sheet, please provide a statement of the nature of the petitioner's objection and the facts upon which petitioner relies.

It is our opinion that the assessed values overstate the actual market value of the property due to the size, type of construction, and other obsolescence factors associated with the property.

Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

9. Petitioner's opinion of the value as of the assessment date: (Real Property Assessment Only)

Land	$	
Improvements	$	
Total	$340,000	

10. Petitioner's opinion of the value as of the assessment date: (Personal Property Assessment Only)

Manufacturer's stock	Furniture & fixtures
Boats & watercraft	All others
Machinery & equipment	Total value

11. Was subject property appraised within the past 5 years? Yes No ☒

If Yes

A. Date of appraisal:

B. Appraised value:

C. Name and address of appraiser:

D. Will testimony concerning this appraisal be presented at the hearing?

Yes No

E. If so, will a copy of the appraisal be offered? Yes No

F. Will comparable sales be offered as evidence at the hearing?

Yes No

If yes, attach a schedule listing the seller's name, the purchaser's name, address of the property, date of sale, purchase price, and any special circumstances surrounding the sale.

12. Name, address and telephone number of the petitioner's representative, if any:
Robert Hill Law, Ltd. (Robert A. Hill)
1161 Wayzata Blvd E, #399
Wayzata, MN 55391 (952) 426-7373

Signature of owner/representative:
/s/ Robert A. Hill

This form must be filed with the Tax Appeals Commission within 60 days from the date of the determination of the State Board of Assessors. A $25.00 filing fee payable to the Tax Appeals Commission must be filed with this form. The Tax Appeals Commission Address is:

Dated: March 15, 2021

Wisconsin Tax Appeals Commission
Suite 110
5005 University Avenue
Madison, WI 53705

(608) 266-1391

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

SHEBOYGAN PAPER BOX CO, PETITIONER
APPEAL NO. 81-171-REO-20
STATE IDENTIFICATION NO. 81-59-281-R-000001391

COPY

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 326
SHEBOYGAN WI 53082-0326

AND:

MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2020 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.810783011

	ORIGINAL 2020 FULL VALUE ASSESSMENT	REVISED 2020 FULL VALUE ASSESSMENT	ORIGINAL 2020 EQUATED VALUE ASSESSMENT	REVISED 2020 EQUATED VALUE ASSESSMENT
LAND	$65,900	NO CHANGE	$53,400	N/A
IMPROVEMENT	$636,300	NO CHANGE	$515,900	N/A
TOTAL	$702,200	NO CHANGE	$569,300	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. The 2020 assessment was sustained.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave Ste 110
Madison WI 53705-5400
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of February 2021

cc: Robt A Hill / Robt Wentzel, Agent
Alyson Rish, WI Tax Appeals Commission
Green Bay Manufacturing & Utility Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: _____
Timothy J Drascic, Chairman

CFML41

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is **sustained** - no further action is required.
- If the assessed value is **reduced**, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is **increased**, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

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- If the assessed value is **reduced**, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is **reduced**, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is **increased**, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

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Interest

Municipality

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Wisconsin State Board of Assessors
Real Property Addendum
Manufacturing & Utility Bureau

COPY

Appeal #	81-171-REO-20
Assessment Date	January 1, 2020
DOR State ID #	81-59-281-R-000001391
Local Parcel #	59-281-506060
Appellant	Sheboygan Paper Box Co.
Agent	Robert Hill/ Robert Wentzel
Situs Address	1137 Illinois Ave.
Municipality	City of Sheboygan

This report is prepared in response to an appeal filed with the Wisconsin State Board of Assessors (BOA). The BOA is to investigate the assessment in response to this appeal. The 2020 assessment is reviewed with deference to Wisconsin statutes and the Wisconsin Property Assessment Manual (WPAM).

Appellant's Issue

The appellant states the reason for objecting to the assessment:

> "The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant."

The appellant also states the basis for the appellant's estimate of full value:

> "Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced."

Note: No evidence substantiating the claims reiterated above were received by the clerk of the BOA

DOR Full Value Assessment & Appellant's Opinion of Value

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2020		
Parties Opinions of Value		Difference (%)
DOR 2020 Full Value Assessment	$702,200	
Appellant's Opinion of Value	$340,000	
Reduction requested	($362,200)	-51.6%

Property Description and Background

- Subject is centrally located within the City of Sheboygan proximate to Lake Michigan
    - Subject is located north of Downtown and west of the Sheboygan River in an established industrial park.
- Subject is currently listed on the Sheboygan County website as being owned by Sheboygan Paper Box Co. The property is currently vacant and being marketed for lease.
    - The occupant is a food and packaged-goods manufacturer
- Subject is located on a 1.398-acre parcel
- Subject is a facility of 34,000 sf
    - The plant was constructed in stages beginning in 1972, with numerous building additions with the most recent in 1990
    - Exterior is composed of steel
    - Building additions were built over the years, however, building has good layout with minimal functional obsolescence
- Subject property is in fair to average physical condition

DOR Assessment History

- Date most recent site investigation resulting in a value estimate was on 9/19/2017.

- 2018 full value assessment of $681,800.
    - A sales comparison assessment report was completed to determine value
    - 2018 Assessment was not appealed to the BOA.

- 2019 full value assessment of $681,800.
    - 2019 Assessment was not appealed to the BOA.

- 2020 full value assessment of $702,200.
    - Economic increase of $20,400 was added
    - 2020 Assessment was appealed to the BOA.

- An exterior field visit was conducted 8/3/2020 in preparation for the 2021 assessment.

Appellant's Evidence

Markarian v City of Cudahy, 45 Wis. 2d 683, 173 N.W. 2d 627 (1970) states,

"...Only in the absence of a sale of the property in question or sales of reasonably comparable property, can the tax assessor, in determining fair market value, consider all factors collectively which have bearing on the value of property..." (WPAM, Volume I, page 21.3-16, revised 12/10; *Emphasis added*)

- Following the Markarian hierarchy:
    - Tier Three: The appellant submitted an objection form and information other than the sale of the subject or the sales of comparable properties:
        - As evidence, the appellant submitted the following:

- None submitted

DOR Appraiser Comments on Appellant's Evidence

- The appellant did not submit any evidence to support the contention that the assessment is incorrect.

Findings

- After review of the 2020 assessment, I found that Wisconsin statutes and the Wisconsin Property Assessment Manual were both followed.
- No errors were found in the assessment valuation process.

- The following court cases support the assessor's valuation:
  - "The party challenging the assessment has the burden of producing evidence showing the error in the assessor's valuation." Steenberg, 167 Wis 2d at 571-72, 482 N.W. 2d at 328, quoting *Rosen V. City of Milwaukee*, 72, Wis 653, 662-62, 242 NW. 2d 681, 684 (1976).
  - "There is a presumption that the assessor's valuation is correct. Such valuation will not be set aside in the absence of evidence showing it to be incorrect." *State ex.rel. Collins v. Brown,* 225 Wis 593, 275, N.W. 455.
  - "The burden of producing evidence to overcome this presumption is upon the person who seeks to attack the assessment and the presumption survives until it is met by credible evidence." *State ex. rel. Collins v Brown,* Subra.

2020 Assessment Recommendation

In response to the objection(s) filed I have investigated the 2020 assessment(s) and make the following recommendation(s) to the BOA:

- I recommend the 2020 assessment be sustained.

2020				
DOR Full Value Assessment			Recommended Full Value	Amount of Change ($)
Land	$65,900		$65,900	$0
Improvements	$636,300		$636,300	$0
TOTAL	$702,200		$702,200	$0

Interest and Special District Information

Interest per sec 70.511(2)(b), Wis. Stats., is not applicable. The assessment is sustained, and no overpayment of taxes has occurred.

School District Code	595271
Tech College	1100
TID Code	017
Special District Code	N/A

Signature

Binh S. Hua

2/9/2021

Binh Hua, WI Certified Assessor 2 Date

Attachments
BOA # 81-171-REO-20

Notice of Real Property Assessment.....A-1

Form of Objection A-2

DOR 2018 Sales Comparison Approach to Value A-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 328
SHEBOYGAN WI 53082-0328

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2020 Notice of Real Property Assessment

Notice date	Jun 08, 2020
State ID no.	81-59-281-R000001381
County of	81-59 Sheboygan
Taxation district	281 C of Sheboygan
DOR parcel no.	000001381
Local parcel no.	59281506060
Site description	Sheboygan TID 17
Site address	1137 Illinois Ave
School code	595271
Special districts	TID#017

Land	$	65,900
Improvements		636,300
Total	$	702,200

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@wisconsin.gov or (920) 448-5181.

See other side for appeal procedures

MPGAA103W4 (R. 03-18)

The assessment on the front of this notice is made at 100% full market value as of January 1, 2020. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

How to appeal
1. File your appeal using the appropriate DOR objection form located on our website: revenue.wi.gov/Pages/Form/manuf-home.aspx
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.995(8)(b)1 and sec. 70.995(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:
- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

Send the following to the address below
1. Your objection form
2. A $45 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

Appeals address
State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS 6-97, Madison WI 53708-8971

Form of Objection

Form **PA-132**

Objection to Manufacturing Real Estate Assessment

■ Complete all sections ■ See Filing Requirements on page 2

Wisconsin Department of Revenue

Section 1: Who is filing this objection? *(check one)*

☒ Property owner/agent* ☐ Municipality/agent* *If agent, submit current Agent Authorization Form (PA-105) with this form

Section 2: Property Owner and Property Information

Property owner name (on assessment notice)	Taxation district (Check one) ☐ Town ☐ Village ☒ City Enter municipality →	County
Sheboygan Paper Box Co		

Mailing address	City	State	Zip
716 Clara Ave, PO Box 326	Sheboygan	WI	53082

Street address of property	City	State	Zip
1137 Illinois Ave	Sheboygan	WI	83082

Section 3: Contact Information

Name / title (owner, agent, officer)	Company name
Robert Hill / Robert Wentzel	Robert Hill Law, Ltd. / Alliance Property Consultants

Mailing address	City	State	Zip	Phone	Fax	Email
1161 Wayzata Blvd E, #399	Wayzata	MN	55391	(952) 426 - 7373	( ) -	bob@roberthilllaw.com / kari@roberthilllaw.com

Section 4: Assessment Information and Opinion of Value

Date of Real Estate Assessment Notice (mm dd yyyy)	State ID no. (on notice)	Local parcel no.
06 - 08 - 2020	8 1 5 9 2 8 1 R 0 0 0 0 0 1 3 9 1	59281506060

Assessment as shown on notice - Total	Your opinion of value - Total
$ 702,200	$ 340,000

Section 5: Reason for Objection and Basis of Estimate

Reason(s) for objection: *(Attach additional sheets if needed)*	Basis for your opinion of value: *(Attach additional sheets if needed)*
The 2020 assessed value overstates the actual market value of the property based on sales of similar plants, and significant market and functional obsolescence associated with the plant.	Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.

In the last five years, the property was: *(check all that apply and attach two copies of documents)*

☐ Appraised (for any reason) ☐ Sold ☐ Offered for sale ☐ Listed for sale ☐ Reviewed for marketing opinions

Appraisal date	Real estate appraised value	Appraiser name	Appraiser phone
- -			( ) -

Section 6: Submitting Additional Information

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

☐ I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.

Owner / Authorized Agent ▶ Sign Here	Name (please print)	Signature	Company or title	Date
	Robert A. Hill	Robert A. Hill	Robert Hill Law, Ltd.	08 - 06 - 2020

For Department Use Only

BOA# 81-171-REO-20

AUG 7 2020 WIS DEPT REV Received Div of State & Local Finance

PA-132 (R. 8-18) 2020-08-06

DOR 2018 Sales Comparison Approach to Value

AA: 81 COUNTY #: 59 Muni #: 291 2018 Sales Analysis & Reconciliation Report

COMPUTER OR PARCEL NO: 59231581810 Parcel: 03301591 Green Bay District Appraiser: sspg Date: 3/12/2018

OWNER'S NAME: SHEBOYGAN PAPER BOX CO Manufacturing Assessment - 709 Dept of Revenue

SITUS ADDRESS: 1137 Illinois Ave

SALES COMPARISON INDICATOR

ITEM	SUBJECT	SALE #1	SALE #2					
SALE ID #	--	15-81-027-2	11-81-003-2					
COUNTY	SHEBOYGAN	05 - BROWN CO	70 - WINNEBAGO CO					Comments:
MUNICIPALITY	SHEBOYGAP	C GREEN BAY	C OSHKOSH					
ADDRESS OF COMPS		2461 Lasen Rd	2729 Oregon St					
COMM.INSIGH		2	2					
MKT/ASSR VALUE 1.378	6,000	2	2					
MP $ SF	*****	$38,200	$83,900					
MP SASF	*****	$ 17.43	$ 14.13					
# MONTHS	*****	24	35					
T.A.D.J. SF	*****	5.0%	$18.30	10.0%	$13.64	0.0%	0.0%	0.0%

ATTRIBUTES	DESCRIN	DESCRIN	ADJMT	DESCRIN	ADJMT
MP. SF	34,000	31,760	X	41,350	X
EFFECTIVE AGE	37	31	X	26	X
FRAME	4	3	X	4	X
WALL	7	3	X	8	X
NO. STYS.	1	1	X	1	X
SIC RATIO	1.0	4.5	X	4.5	X
COMMUNITY RATE	2	2	X	2	X
NEIGHBORHOOD RATE	3	2	X	2	X
PHYSICAL RES. Fair	50	43	X	39	X
FUNCTNL RES.	93	90	X	85	X
LOCATION RES.	90	100	X	98	X
OTHER ECO. RES.	100	100	X	100	X
OFFICE %	0.0	8.7	X	1.8	X
HEIGHT	20	21	X	18	X
USE (SIC CODE)	2650	2781	X	3715	X
SPRINKLER %	100.0	0		0.00	
ADJUSTMENTS					
CONDITION	50	43	4.30	39	4.33
LOCATION RES.	90	100	-1.91	98	-1.94
OFFICE %	0	8.7	-1.60	1.8	-0.25
HEIGHT	20	21	-0.37	18	1.24
			0.00		0.00
Size			0.00		0.00
Site Coverage		-10	-1.91	-10	-1.55
Quality			0.00		0.00
Layout & Design			0.00		0.00
Sprinklers		5	0.93		0.00
			0.00		0.00
GRS ADJ %			65.60%		68.72%
GRS ADJ $/sf			11.10		8.66
NET ADJ $/sf			-0.14		2.53
ADJUSTED SALE PRICE/SF			10.21		14.12
GROSS WTS			0.48		0.52

Land Previous Assmt / Acres:	$80,000	1.378
Impr Previous Assmt / SF:	$536,000	34,000
Total Prior Assessment:	1600,000	

SALES COMPARISON INDICATED VALUE

COMPARABILITY INDEX

UNIT VALUE PER SQUARE FOOT	$ 13.17	WTGA %	58		
IMPROVEMENT VALUE	617,780	COMP COV%	0	URADJ. COV%	6
MARKET VALUE OF THE PROPERTY	$ 631,780	AVE GS A%	65	TOP COV%	35

2018 SCAR-59-291-R00001391-Sheb Paper Box (1137 Illinois Ave) 1

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 171-20-21 by City Clerk submitting a communication from Deb Yochis and Jim Longo regarding property located at 905 S. 14th Street/1333 Maryland Avenue; recommends filing the document and directing the City Attorney to send a letter to the property owner.

_____ _____

_____ _____

_____ _____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

32

R. O. No. 171 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting a communication from Deb Yochis and Jim Longo regarding property located at 905 S. 14th Street/1333 Maryland Avenue.

FHP

CITY CLERK

From: Debra Yochis <debrayochis@yahoo.com>
Sent: Wednesday, March 31, 2021 3:25 PM
To: Mayor Vandersteen <Mayor.Vandersteen@sheboyganwi.gov>
Subject: April 7th agenda

Hello Mayor Vandersteen,

We are requesting to be put onto the agenda of the next common council meeting, Wednesday April 7th, 2021.

We have been working together with many departments in the city on "Neighborhood Revitalization". We have come to a road block that we are seeking your HELP!!

Mr. William Lex, owner of 905 S. 14th/1333 Maryland Ave, is selling his rental house. We have an accepted offer and were to close in mid-December 2020. My client realized that being a landlord was not for him. Yes, many mistakes happened along the way, of which he has apoloziged to the assistant city attorney. He just wants out and to be done with this. The house has been a problem and eye sore in the city for some time. When he made the decision to sell the house, we immediately cleaned up the house, yard, and garage, and had an offer within 2 days. Mr. Lex has already paid over $53,000 in fines to the city for a house that is not worth that much. The city is seeking another $65,000 from him at this time. When is enough, enough? He simply wants to move forward and and put this in the past. Please also note , my client would only own the home is lives in and no other properties. He also has had a stroke in the past as well.

We are requesting the balance be written off and let everyone move forward. Frustrating levels are very high. Please help us to the help the neighborhood revitalization and close this deal.

Sincerely
Deb Yochis
Jim Longo

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred pursuant to R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends granting the following applications with (*) caveat:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
7012	Alvarez, Alexander D.	2929 N. 26th Street
3548	Jaimes, Rigoberto	1450 S. 20th Street
3528	Loebel, Allison	1906 N. 24th Street
3532	Luna-Anderson, Selena K.	1104 Lincoln Avenue
3534	Maechtle, Jacob S.	211 S. 7th Street
3547	Martin, Tyler J.	913 Frost Rd Apt. D, Howards Grove
3542	Methfessel, Ashley J.	2210 Erie Avenue
3566	Phippen, Ronald J.	1521 S. 9th Street
3545	Prieto, Alma D.	6412 Cty Road B, Belgium
3557	Prom, Emily K.	6968 Enge Dr., West Bend
3529	Roehl, Michael J.	602 Indian Mound Road
9898	Seipel, Andrew W.	20 Winnebago Place
3549	Steinbruecker, Luke J.	914 Ashland Avenue
3568	Strader, Jonathan L.	1134 Logan Avenue
9068	Voskuil, Cory A.	2708 S. 7th Street
3560	Weinfurter, Lynn M.	2518 MacArthur Avenue

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans	1101 Michigan Avenue - Two day event 05/01/21 & 05/02/21 to include west and south parking lots in addition to current premises description.
3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 04/25/2021. Current premises description to include northeast corner of parking lot.
3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 06/26/2021. Current premises description to include northeast corner of parking lot and east side of building.

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3481	El Durango (Miguel Olivas)	1423 Union Avenue

SIDEWALK CAFÉ (April 14, 2022) (RENEW)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3480	Arrosto Delicatessen	1418 N. 13th Street
1926	Il Ritrovo	515 S. 8th Street
1412	Trattoria Stefano	522 S. 8th Street
2427	Urbane	1231 N. 8th Street

TAXICAB DRIVERS LICENSE (RENEW)(December 31, 2021)

No.	Name	Address
*9643	Illarramendi, Mirella	1204 Georgia Avenue
3563	Kozicke Jr., David J.	1635 Division Avenue
*1008	Montes, Rosalinda	626 Superior Avenue
2636	Moser, Michael P.	2201 Erie Avenue #C113

*Grant with a warning regarding recent violations

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 194-20-21 by Alderpersons Donohue and Bohren to authorize establishing an appropriation in the 2021 budget for grant funds received under the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

44

Res. No. 194 - 20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION to authorize establishing an appropriation in the 2021 budget for grant funds received under the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has been approved to receive a grant in the total amount of $5,000 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in high visibility enforcement of bicycle and pedestrian violations.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council establish estimated revenue and appropriation for the 2021 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant for Police Department overtime and benefits:

FROM	TO	AMOUNT
General Fund Police Department State Grant 10121100-434211	General Fund Police Department Overtime 10121120-510111	$5,000.00

FAP

James A. Bohren

Mary Lynne Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 195-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to accept a grant from the U.S. Department of the Interior for fishing Access at Kiwanis and Evergreen Parks; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

Res. No. 195 - 20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a grant from the U.S. Department of the Interior for Fishing Access at Kiwanis and Evergreen Parks.

WHEREAS, City staff has worked with federal and state partners for the past six years to obtain funding through the Department of the Interior's National Resource Damage Assessment and Restoration Grant Program to address the Sheboygan River restoration project; and

WHEREAS, the City has been awarded $196,000 in grant funding through this program; and

WHEREAS, a copy of the Notice of Award is attached to this Resolution; and

WHEREAS, the grant funding will be used to replace the bridge over the Pigeon River at Evergreen Park, and to add stone fishing platforms along the Sheboygan River at Kiwanis Park.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is authorized to accept this grant from the Department of the Interior.

BE IT FURTHER RESOLVED: That the Director of Planning and Development is instructed to take the steps necessary to comply with the terms and conditions specified in the Notice of Award.

FJP

BE IT FURTHER RESOLVED: That to the extent additional documentation is necessary to obtain the grant funds from the Department of the Interior, the Director of Planning and Development may submit the necessary documentation. For the avoidance of doubt, the expenditure of these grant funds remains governed by the City's existing purchasing policies and the terms of the Grant.

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

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
03/19/2021

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.658 - Natural Resource Damage Assessment and Restoration

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. F21AP00826-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN F21AP00826

5a. ACTION TYPE New

	MM/DD/YYYY		*MM/DD/YYYY*
6. PROJECT PERIOD From	02/01/2021	Through	01/02/2023
7. BUDGET PERIOD From	02/01/2021	Through	01/02/2023

AUTHORIZATION (Legislation/Regulations)

Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C §9601 et seq.)

8. TITLE OF PROJECT (OR PROGRAM)
City of Sheboygan Fishing Access - Kiwanis and Evergreen

9a. GRANTEE NAME AND ADDRESS
SHEBOYGAN, CITY OF (INC)
828 Center Ave Ste 205
Sheboygan, WI 53081-4442

9b. GRANTEE PROJECT DIRECTOR
Mr. Chad Pelishek
828 Center Avenue, Suite 104
Sheboygan, WI 53081-4494
Phone: 920-459-3383

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chad Pelishek
828 Center Avenue, Suite 104
Sheboygan, WI 53081-4494
Phone: 920-459-3383

10b. FEDERAL PROJECT OFFICER
Ms. Trina Soyk
2661 Scott Tower Drive
New Franken, WI 54229
Phone: 920-866-1737

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and Wages	$	0.00
b. Fringe Benefits	$	0.00
c. Total Personnel Costs	$	0.00
d. Equipment	$	0.00
e. Supplies	$	0.00
f. Travel	$	0.00
g. Construction	$	196,000.00
h. Other	$	0.00
i. Contractual	$	0.00
j. TOTAL DIRECT COSTS	$	196,000.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	196,000.00
m. Federal Share	$	196,000.00
n. Non-Federal Share	$	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	196,000.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	196,000.00
13. Total Federal Funds Awarded to Date for Project Period	$	196,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)

GRANTS MANAGEMENT OFFICIAL:
James Carithers, GRANTS MANAGEMENT SPECIALIST
5275 LEESBURG PIKE, MS:WSFR
FALLS CHURCH, VA 22041
Phone: 703-358-2550

17. VENDOR CODE 0071414493 **18. DUNS** 076144153 **19. CONG. DIST.** 06

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051006225-00010	$196,000.00	02/01/2021	01/02/2023	5198	NRDA Evergreen Bridge Replacement Projec

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The City of Sheboygan will implement two projects focusing on enhancing opportunities for the community to access fishing resources.

At Kiwanis Park on the Sheboygan River, two fishing stone platforms will be installed to allow for community shoreline fishing.

At Maywood/Evergreen Park on the Pigeon River, a deteriorating bridge between the parks will be replaced with a new bridge. The project will provide accessible fishing areas at the edge the river and accessible fishing bump-outs on the bridge that would allow an angler easier access to the Pigeon River.

Recognize the Fox River/Green Bay Natural Resource Trustee Council in all written orverbalreferences to the project. Additional recognition may involve signs, plaques, or otheroutreachefforts.

Must not begin any potentially impactful work related to this award until the Service hasnotified youin writing that such work can begin. Recipients and sub-recipients of Federalgrants and cooperativeagreement awards must comply with the requirements of the NationalEnvironmental Policy Act(NEPA), Section 7 of Endangered Species Act (ESA), and Section106 of the National HistoricPreservation Act (NHPA).

Terms and Conditions

1. U.S. Fish and Wildlife General Award Terms and Conditions (see link https://www.fws.gov/grants/atc.html)

2. Mandatory Disclosures

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment (see also 2 CFR Part 180).

Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than $100,000 and the recipient has made or has agreed to make any payment using non- appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

SPECIAL CONDITIONS - Financial and Reporting

1. In addition to the grant agreement reporting requirements found in Grant Solutions, a programspecificreport will be due annually to the Fox River/Green Bay Trustees. This report will be dueJanuary 31stof each year that you have an ongoing project. A reminder will be sent out via email inDecemberalong with the reporting template that will need to be filled out.

BUDGET AND PROGRAM REVISIONS

1. **Budget and Program Plan Revisions**

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per 2 CFR §200.308, unless otherwise specifically waived in this award.

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 196-20-21 by Alderpersons Dekker and Sorenson authorizing the Mayor and City Clerk to execute the necessary documents to dedicate a temporary limited easement to Sheboygan County at 2412 Indiana Avenue; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 196 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the Mayor and City Clerk to execute the necessary documents to dedicate a temporary limited easement to Sheboygan County at 2412 Indiana Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a temporary limited easement, in substantially similar form to that attached to this Resolution, with respect to 0.028 acres of land at 2412 Indiana Avenue, to allow Sheboygan County to grade a portion of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are authorized to enter into any other documents that may be reasonably necessary to effectuate the temporary limited easement, including, but not limited to, the Donation - Waiver of Appraisal Recommendation and Approval document attached to this Resolution.

RW

Dean Dekker

Joan Sorenson

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **City of Sheboygan** GRANTOR, conveys a temporary limited easement as described below to the **Sheboygan County, a municipal corporation**, GRANTEE, for the sum of **mutual benefits** dollars (**$0**) for the purpose of **grading**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Sheboygan County Transportation Department
W5741 CTH J
Plymouth, WI 53073

Parcel Identification Number/Tax Key Number
59281513630

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
103554

This instrument was drafted by
Sheboygan County Transportation Department

Parcel No.
19

LEGAL DESCRIPTION

That part of Government Lot 2 of Section 27, Town 15 North, Range 23 East, lying in the City of Sheboygan, Sheboygan County, State of Wisconsin, described as follows:

Commencing at the West 1/4 corner of said Section 27; thence N 00°43'13" E along the West line of said Government Lot 2 of said Section 27, 570.69 feet; thence N 72°17'09" E, 683.12 feet; thence N 17°42'51" W, at a right angle, 24.47 feet to the north right of way line of CTH PP and the Point of Beginning; thence N 00°36'28" E, along owners west property line, 9.73 feet; thence N 72°01'32" E, 128.53 feet to said owners east property line; thence S 00°36'28" W, along said owners east property line, 10.26 feet to said north right of way line; thence S 72°14'58" W, along said north right of way line, 128.36 to the Point of Beginning.

The above described parcel contains **0.028** acres of land, more or less.

DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

lpa1896 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner	
City of Sheboygan	
Acres/Sq. Ft. Required	Interest Required
0.028 acre	TLE

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Sheboygan County agents or representatives.

Owner signature Date

Print name

Owner signature Date

Print name

APPROVED FOR:

Sheboygan County, a municipal corporation
Municipality name

Approval signature Date

Print name and title

Project ID: 103554	County: Sheboygan	Parcel No.: 19

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 197-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2021 Streets Improvements - Package 2 (Geele Avenue); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.7

Res. No. 197 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2021 Streets Improvements - Package 2 (Geele Avenue).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Streets Improvements - Package 2 (Geele Avenue) (the "Project"); and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company for $1,160,867.50; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Acct. No. 48033140-631200 (Street Improvements) $1,011,718.50
Acct. No. 60134110-980099 (Wastewater Fund-Sanitary) $149,149.00

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 OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Buteyn-Peterson Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2021 Street Improvements – Package 2: Geele Avenue

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Concrete Sidewalk and Lawn Restoration

2.02 City of Sheboygan Account Number: 48033140-631200 and 60134110-980099

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 10, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on the 36th Calendar Day after starting work.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
5. Addenda (not attached but incorporated by reference) (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name, Title: Michael Vandersteen, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-20-21.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

2021 Street Improvements – Package 2
Geele Avenue

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1 to 00 11 13-2
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
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01 00 00	**GENERAL REQUIREMENTS**	
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01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
10 00 00	**SPECIALTIES**	
10 14 53	Traffic Signage	10 14 53-1 to 10 14 53-2

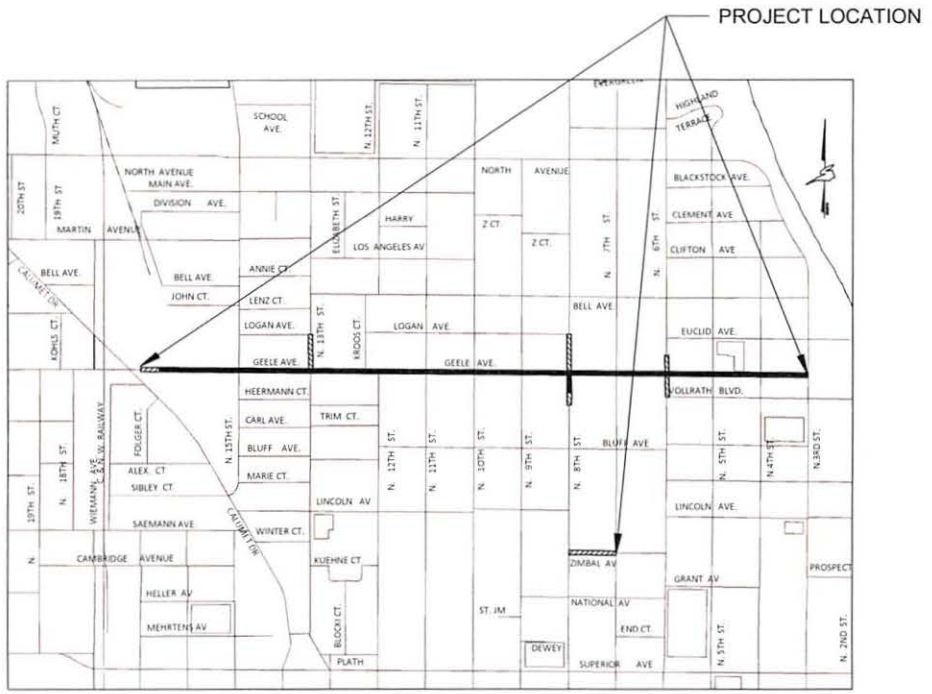
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31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
32 00 00	**EXTERIOR IMPROVMENTS**	
32 10 01	Bituminous Resurfacing	32 10 01-1 to 32 10 01-8
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BID NUMBER: 2455-21

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

2021 STREET IMPROVEMENTS - PACKAGE 2
GEELE AVENUE

MARCH 2021



NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
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5-20	040 D	CONSTRUCTION DETAILS
21-32	050 RD	REMOVAL DETAILS
33-36	110EC-2	EROSION CONTROL - NOTES
37-46	205 PP	NEW STORM SEWER DETAILS
47-61	206 PP	SEWER LINING DETAILS AND REPAIR DETAILS
62-73	400 PP	PLAN SHEETS
74-95	600 PD	PAVING DETAILS
96-97	700 MQ	MISCELLANEOUS QUANTITIES

= SEWER LINING LOCATIONS ON SIDE ROADS

Revision Number | Revision Description | Drawn By | Date

2021 STREET IMPROVEMENTS - PACKAGE 2
GEELE AVENUE
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	3/17/2021
Bid No.	2455-21
Project Date	MARCH 2021
Sheet No.	
Drawing No.	000CV

PLOTTED BY - Meyer, Tim

FILE NAME = P:\ENGINEERING\STREETS\GEELE AVE\CAL\SHEET 04 TO N 3RD ST\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

2455-21 2021 Street Improvements ? Package 2 Geele Avenue (#7644740)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
03/25/2021 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	$22,791.00	$22,791.00
	2	2	Traffic Control (excluding PCMS Boards)	LS	1	$17,300.00	$17,300.00
	3	3	PCMS Boards	Days	35	$100.00	$3,500.00
	4	4	Removing Traffic Signal (15th Street)	LS	1	$2,500.00	$2,500.00
	5	5	Removing Curb and Gutter	LF	1700	$15.00	$25,500.00
	6	6	Removing Concrete Sidewalk	SY	1400	$22.50	$31,500.00
	7	7	Removing Pavement	SY	2300	$6.00	$13,800.00
	8	8	Milling Asphaltic Pavement 3-Inch	SY	25700	$2.09	$53,713.00
	9	9	Butt Joints	SY	1000	$6.13	$6,130.00
	10	10	Removing Manholes	Each	4	$435.00	$1,740.00
	11	11	Removing Inlets	Each	23	$275.00	$6,325.00
	12	12	Abandoning Inlet Leads	Each	20	$250.00	$5,000.00
	13	13	HMA Pavement 4 LT 58-28 S	Tons	4125	$65.40	$269,775.00
	14	14	HMA Pavement 4 HT 58-28 S	Tons	115	$72.00	$8,280.00
	15	15	Tack Coat	Gal	3110	$3.00	$9,330.00
	16	16	Concrete Sidewalk 4-Inch	SF	12600	$5.00	$63,000.00
	17	17	Base Aggregate Dense 1 1/4-Inch (undistributed)	Tons	25	$9.00	$225.00
	18	18	Concrete Base 7-Inch	SY	2300	$44.30	$101,890.00
	19	19	Detectable Warning Fields	SF	984	$30.00	$29,520.00
	20	20	Concrete Curb and Gutter 24-inch (at Ramps)	LF	1250	$29.50	$36,875.00
	21	21	Concrete Curb and Gutter 24-inch (overlaid pan)	LF	350	$23.55	$8,242.50
	22	22	Concrete Curb and Gutter 30-inch (overlaid pan)	LF	350	$24.20	$8,470.00
	23	23	Pedestrian Curb	LF	320	$25.00	$8,000.00
	24	24	Salvage and Reset Manhole Frame and Grate	Each	6	$385.00	$2,310.00
	25	25	Salvage and Reset Inlet Frame and Grate	Each	12	$385.00	$4,620.00
	26	26	Inlets Type N1	Each	24	$1,450.00	$34,800.00
	27	27	Inlet Frame and Grate	Each	24	$665.00	$15,960.00
	28	28	Manhole 4-FT Diameter (<9 FT Depth)	Each	3	$2,100.00	$6,300.00
	29	29	Manhole 4-FT Diameter (>9 FT Depth)	Each	1	$4,035.00	$4,035.00
	30	30	Storm Manhole Casting	Each	5	$485.00	$2,425.00
	31	31	24-Inch RCP Connection to Existing MH (15th Street)	Each	1	$1,000.00	$1,000.00
	32	32	Reconnect Sanitary Lateral	Each	3	$4,150.00	$12,450.00
	33	33	Repair Offset Joint	Each	2	$4,150.00	$8,300.00
	34	34	10-Inch PVC Sanitary Sewer	LF	27	$150.00	$4,050.00
	35	35	10-Inch PVC Storm Sewer	LF	80	$81.00	$6,480.00
	36	36	12-Inch PVC Storm Sewer	LF	995	$81.00	$80,595.00
	37	37	24-Inch RCP Storm Sewer	LF	550	$76.00	$41,800.00
	38	38	Sanitary Sewer Lining 8-Inch	LF	607	$25.00	$15,175.00
	39	39	Sanitary Sewer Lining 10-Inch	LF	4199	$26.00	$109,174.00
	40	40	Storm Sewer Lining 10-Inch	LF	760	$26.00	$19,760.00
	41	41	Storm Sewer Lining 12-Inch	LF	299	$33.00	$9,867.00
	42	42	Inlet Protection	Each	75	$40.00	$3,000.00
	43	43	Rock Bags	Each	100	$10.00	$1,000.00
	44	44	Install Solar Powered Flashing Stop Signs and Sign Supports	Each	4	$7,500.00	$30,000.00
	45	45	Site Restoration	LS	1	$1,000.00	$1,000.00
	46	46	Manhole 6-FT Diameter (<9 FT Depth)	Each	1	$3,360.00	$3,360.00
	47	47	Allowance - Televising Video Conversion	LS	1	$10,000.00	$10,000.00
Total							**$1,160,867.50**

VIII

R. C. No. ____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 198-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for pavement repair of Calumet Drive between Erie Avenue and Saemann Avenue; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.8

Res. No. 198 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for pavement repair of Calumet Drive between Erie Avenue and Saemann Avenue.

WHEREAS, the City of Sheboygan has advertised for bids to repair the pavement on Calumet Drive between Erie Avenue and Saemann Avenue (the "Project"); and

WHEREAS, four bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company, Inc. for $451,288.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.

AW

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the work done pursuant to the agreement:

Acct. No. 48033140-631200	(Street Improvements)	$317,076.00
Acct. No. 60134110-980099	(Wastewater Fund-Sanitary)	$134,212.00

Dean Dibble

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 OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and

Vinton Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Calumet Drive Pavement Repair: Erie Avenue – Saemann Avenue.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pavement Removal and Replacement, Sanitary Sewer and Storm Sewer Lining and Storm Sewer Repairs.

2.02 City of Sheboygan Account Number: 48033140-631200 and 60134110-980099

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 3 , 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
5. Addenda (not attached but incorporated by reference) (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name, Title: Michael Vandersteen, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-20-21.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

Calumet Drive Pavement Repair
Erie Avenue – Saemann Avenue

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00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
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00 55 00	Notice to Proceed	00 55 00-1
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32 00 00	**EXTERIOR IMPROVMENTS**	
32 10 00	Pavement, Curb and Gutter, And Sidewalks	32 10 01-1 to 32 10 01-6

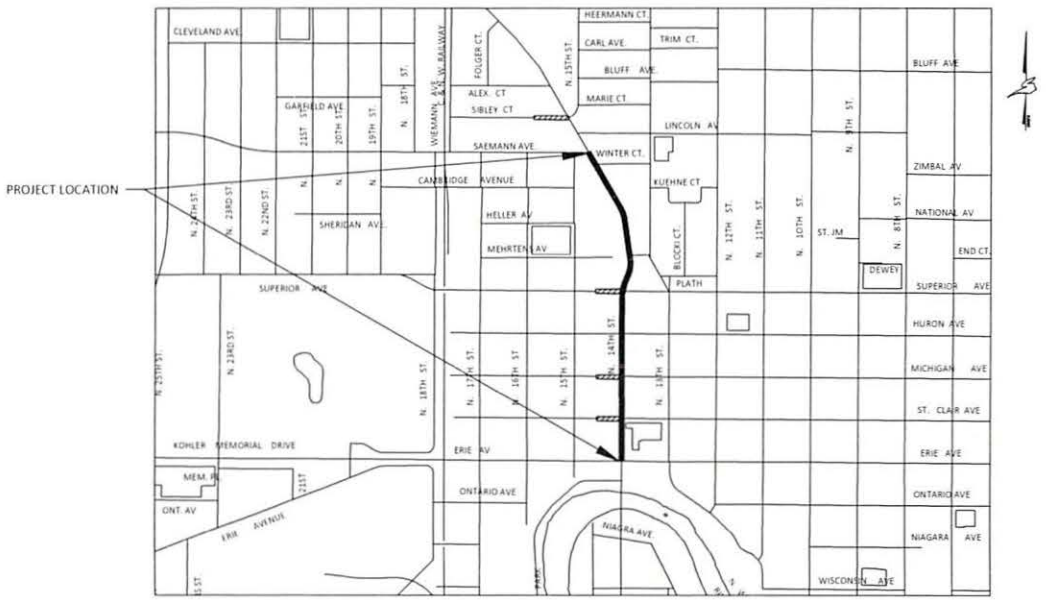
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BID NUMBER: 2452-21

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

CALUMET DRIVE PAVEMENT REPAIR
ERIE AVENUE - SAEMANN AVENUE

MARCH 2021



NOT TO SCALE

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19-26	400 PP 1-8	PLAN SHEETS
27	500 MQ	QUANTITY TABLES

= SEWER LINING LOCATIONS ON SIDE ROADS

Date | Drawn By | Revision Number | Revision Description

CALUMET DRIVE PAVEMENT REPAIR
ERIE AVENUE - SAEMANN AVENUE
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	1/7/2021
Bid No.	2452-21
Project Date	MARCH 2021
Sheet No.	1
Drawing No.	000CV

PLOTTED BY - Moyer, Tim

FILE NAME - P:\ENGINEERING\STREETS\CALUMET DR\ERIE TO SAEMANN\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

2452-21 Calumet Drive Pavement Repair Erie Avenue ? Saemann Avenue (#7644759)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
03/25/2021 01:00 PM CDT

						Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization	LS	1	$4,000.00	$4,000.00
	2	2	Traffic Control (Excluding PCMS Boards)	LS	1	$10,500.00	$10,500.00
	3	3	PCMS Boards	Days	50	$75.00	$3,750.00
	4	4	Detour Signing	LS	1	$1,200.00	$1,200.00
	5	5	Removing Curb and Gutter	LF	900	$3.00	$2,700.00
	6	6	Removing Pavement	SY	2600	$10.00	$26,000.00
	7	7	Adjusting Manholes	Each	30	$250.00	$7,500.00
	8	8	Adjusting Inlets	Each	25	$250.00	$6,250.00
	9	9	Concrete Pavement 9-Inch	SY	2600	$59.78	$155,428.00
	10	10	Concrete Curb and Gutter 30-inch	LF	900	$23.39	$21,051.00
	11	11	Inlet Repairs	Each	10	$400.00	$4,000.00
	12	12	Dowel Bars	Each	375	$16.00	$6,000.00
	13	13	Pavement Ties	Each	1020	$10.00	$10,200.00
	14	14	Sawing Concrete Pavement	LF	8600	$0.01	$86.00
	15	15	Sanitary Sewer Lining 10-Inch	LF	395	$32.00	$12,640.00
	16	16	Sanitary Sewer Lining 12-Inch	LF	773	$36.00	$27,828.00
	17	17	Sanitary Sewer Lining 15-Inch	LF	201	$68.00	$13,668.00
	18	18	Sanitary Sewer Lining 18-inch	LF	400	$52.00	$20,800.00
	19	19	Sanitary Sewer Lining 20-Inch	LF	812	$73.00	$59,276.00
	20	20	Storm Sewer Lining 10-Inch	LF	226	$33.00	$7,458.00
	21	21	Storm Sewer Lining 12-Inch	LF	671	$47.00	$31,537.00
	22	22	Storm Sewer Lining 15-Inch	LF	44	$214.00	$9,416.00
	23	23	Allowance - Televising Video Conversion	LS	1	$10,000.00	$10,000.00
Total							**$451,288.00**

II

R. O. No. ____ - 20 - 21. By CITY PLAN COMMISSION. April 19, 2021.

Your Commission to whom was referred Res. No. 193-20-21 by Alderperson Bohren receiving the City of Sheboygan Affordable Housing Market Study prepared by MSA Professional Services, Inc. and encouraging staff to take action to implement the findings, strategies, and recommendations of the Study; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 13, 2021, and after due consideration, recommends adopting the Resolution.

CITY PLAN COMMISSION

III

4.3

Res. No. 193 - 20 - 21. By Alderperson Bohren. April 7, 2021.

A RESOLUTION receiving the City of Sheboygan Affordable Housing Market Study prepared by MSA Professional Services, Inc. and encouraging staff to take action to implement the findings, strategies, and recommendations of the Study.

WHEREAS, in 2020, the City of Sheboygan selected MSA Professional Services, Inc. to complete an affordable housing market study for Sheboygan. The purpose of the study is to help the City better understand its affordable housing market. To close gaps and improve affordable housing options in the City, this study lays out a toolbox of targeted strategies.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan does hereby receive the City of Sheboygan Affordable Housing Market Study dated March 23, 2021; and

BE IT FURTHER RESOLVED: That staff are encouraged to take action to implement the findings, strategies, and recommendations of the Study.

Plan Commission

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN
Affordable Housing Market Study

March 23, 2021 DRAFT

City of Sheboygan
spirit on the lake

ACKNOWLEDGMENTS

DRAFT

Common Council

Mike Vandersteen–Mayor
Barb Felde
Roberta Filicky-Peneski
Mary Lynne Donohue
Betty Ackley
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Abby Block–Grant Coordinator

Prepared by:
MSA Professional Services, Inc.

CONTENT

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A Appendix A - Public Input

B Appendix B - Maps

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DEFINITIONS

Affordable Housing:
Housing that serves lower-income residents, typically households earning 80% of the area median income (AMI) as calculated by the US Department of Housing and Urban Development (HUD).

Housing Affordability:
The measure of how much a household can spend toward total housing cost. The widely accepted standard for affordability states that a household should spend no more than 30% of their gross income toward housing costs.

Workforce Housing:
Housing that is affordable to the workforce in a community. Because incomes within the workforce vary, a range of housing options is needed to fit the needs of the community.

GLOSSARY

ACS: American Community Survey (Census Bureau)

AMI: Area Median Income

DOA: (Wisconsin) Department of Administration

HUD: (US Department of) Housing and Urban Development

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EXECUTIVE SUMMARY
SHEBOYGAN AFFORDABLE HOUSING MARKET STUDY

INTRODUCTION

The purpose of this study is to help the City better understand its affordable housing market, which starts with a general understanding of the overall housing market. This study examines the existing balance between housing demand and supply by analyzing data, talking to housing experts, and understanding local residents' experiences. Based on this examination housing gaps in Sheboygan are indicated. To close these gaps and improve affordable housing options in the City, this study lays out a toolbox of targeted strategies.





KEY FINDINGS

- The City's population is projected to decrease over the next 20 years, however **population in the region is projected to grow and employers are anticipating continued hiring**. With the right housing and amenities, the City could capture some of this anticipated regional growth.

- There is a **growing senior population and lack of independent and assisted living options** in Sheboygan. Developing housing options for seniors will have the added benefit of putting additional affordable, single-family homes on the market.

- There is a demonstrated **need for affordable AND market rate housing** in the City. The development of market rate housing frees up more affordable units in the City that are currently rented/owned by households at higher income levels.

- For a hypothetical household earning median income in Sheboygan ($31,589), **50% of existing rental units are considered affordable**. Despite having low housing costs, there is a concern about quality of existing units in the City due to their age.

- In 2020 the market cap rate for the multi-family apartment market in the City was 7.4%, the lowest it has been in ten years. This indicates **developing rental units is less profitable than it has been in recent years**.

- Development of new single-family homes has remained low in Sheboygan primarily due to the lack of space available for greenfield development. The City's **primary opportunity for new neighborhood development is annexation.**

- **Developers like working in Sheboygan**. In the past the City has proven to be flexible and willing to work with developers, especially to get affordable units constructed.

- In order to fully meet the City's affordable housing needs, **partnerships with surrounding communities and additional programs at the State and Federal level are needed.**

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EXECUTIVE SUMMARY

HOUSING GAPS & OPPORTUNITIES

Using both conservative and high growth scenarios to arrive at a range, the City will need the following to meet projected housing demand by 2030:

- **401 - 1,023 rental units (40 - 102/year)**

This equates to approximately the following per year, based on current rental price points and HUD FY2020 income categories:

  - 184-471 units with monthly rent up to $918
  - 112-287 units with monthly rent between $1,028-$1,468
  - 104-266 units with monthly rent greater than $1,284

- **325 - 1,023 owner-occupied units (32 - 102/year)**

This includes attached and detached units and equates to the following per year, based on current ownership price points and HUD FY2020 income categories:

  - 60-131 units priced up to $129,000
  - 64-141 units priced between $146,000-$222,000
  - 45-100 units priced between $192,000-$281,000
  - 156-342 units priced greater than $234,000

PRIORITY FOCUS

(refer to pages 80-85 for more detail)

Unit Types Needed

- **Condo Ownership**—Attached ownership units with less land cost than detached single-family homes.
- **Senior Housing**—Independent and assisted living units for the growing senior population.
- **Missing Middle Housing**—Varied housing forms with 2-16 attached units, either rental or condo, addressing both affordability and neighborhood compatibility.
- **3+ Bedroom Rentals**—Quality units appropriately sized for families.

Location

- **Infill Development**—The City has limited greenfield growth opportunities. A high priority should be placed on infill housing of various types, especially downtown and along certain corridors or neighborhood enhancement nodes.

STRATEGIES TO IMPROVE HOUSING OPTIONS

Communication Strategies

1. **Establish Housing Committee**—The Housing Committee can be the driving force to implement this plan, provide oversight on the development and administration of funding programs, support public outreach about the City's housing needs and programs, and support updates to this plan as the market shifts and outside funding programs change.
2. **Provide Housing for All**—In all of the programs, strategies, and communication the City has related to housing, a core message should be that the City believes in access to safe, affordable housing options for all.
3. **Attend WHEDA Events**—Attend WHEDA events with a goal of networking with developers and letting them know the City is supportive and wants to work with developers to diversify the City's housing stock.
4. **Continue Developer Summits**—Continue to host Developer Summits to provide information about the community and potential development/redevelopment sites to developers, with a focus on affordable housing developers.

Initiatives

5. **Assist & Grow Neighborhood Associations**—Promote neighborhood identity and social cohesion through neighborhood associations. Use neighborhood associations as a way to engage residents in planning efforts and developments.
6. **Purchase and Market City-Owned Redevelopment Properties**—Purchase property and solicit desired housing development proposals.
7. **Develop Neighborhood Master Plans**—Develop neighborhood master plans for the City's two primary growth areas within its extraterritorial jurisdiction that are designated as planned neighborhoods on the City's future land use map.
8. **Create a Tenant Resource Center**—Create a Tenant Resource Center dedicated to promoting positive relations between tenants and landlords.

Regulation

9. **Allow Multi-Family Units as a Permitted Use**—Amend the zoning code to allow multi-family units as a permitted use in residential districts.
10. **Reduce Setbacks**—Amend the zoning code to reduce front and side yard setbacks in all residential districts
11. **Create a New Residential District**—Create a new residential zoning district to enable smaller lots on alleys.

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EXECUTIVE SUMMARY

12. **Continue Code Enforcement Program**—Continue the City's code enforcement program with a focus on working with willing property owners, applying empathy and offering solutions to solve problems.
13. **Continue Flexibility on Infrastructure Requirements**—Continue flexibility on curb requirements and allowing modified cross sections for new greenfield development to lower costs for developers/homebuyers.

Funding

14. **Expand Use of Neighborhood Revitalization Fund**—Expand the use of the City's Neighborhood Revitalization Fund to be a general purpose vehicle that can serve various affordability initiatives anywhere in the City.
15. **Facilitate Development of a Workforce Housing Fund**—Facilitate the creation of a Workforce Housing Fund with major employers and investors in the area for the purpose of funding affordable units for workers in the region.
16. **Utilize Tax Increment Financing for Affordable Housing Incentives**—Use TIF for the construction of infrastructure to encourage the development of housing.
17. **Utilize Tax Increment Financing-Affordable Housing One-Year Extension**—Hold open TIF Districts that are about to be closed for one additional year beyond their planned or maximum duration to generate funds that can be used anywhere in the City for affordable housing.
18. **Promote the Use of the Federal and State Low Income Housing Tax Credit (LIHTC) Program** — Support and encourage developer use of LIHTC. Neighborhood Revitalization Funds could be used as local match for LIHTC.
19. **Increase use of WHEDA 7/10 Flex Financing**—Encourage developers to apply for these low interest loans that require developers to set aside at least 20% of units to households at or below 80% AMI.
20. **Increase Use of Downpayment Assistance**—Promote Partners for Community Development, Wisconsin Housing and Economic Development Association (WHEDA) and Federal Home Loan Bank of Chicago (FHLBC) downpayment assistance programs.
21. **Co-Author Bill That Offers Rental Incentives**—Work with State Legislators to co-author a bill that would allow municipalities the ability to offer a local property tax credits to landlords who rent or renew a lease with someone convicted of a crime.

Partnerships

22. **Support Habitat for Humanity, Partners for Community Development, and Other Affordable Housing Providers**—Maintain supply of lots for new home construction and rehabilitation of existing buildings.
23. **Continue Landlord Education**—Continue landlord education and advertisement about education opportunities.
24. **Form Working Groups with Major Employers**—Convene major employers annually to discuss housing issues and initiatives.
25. **Explore Opportunities to Offer On Site Child Care and Health Care**—Explore the opportunity to partner with a property management company that offers as a feature of renting, access to healthcare or child care.

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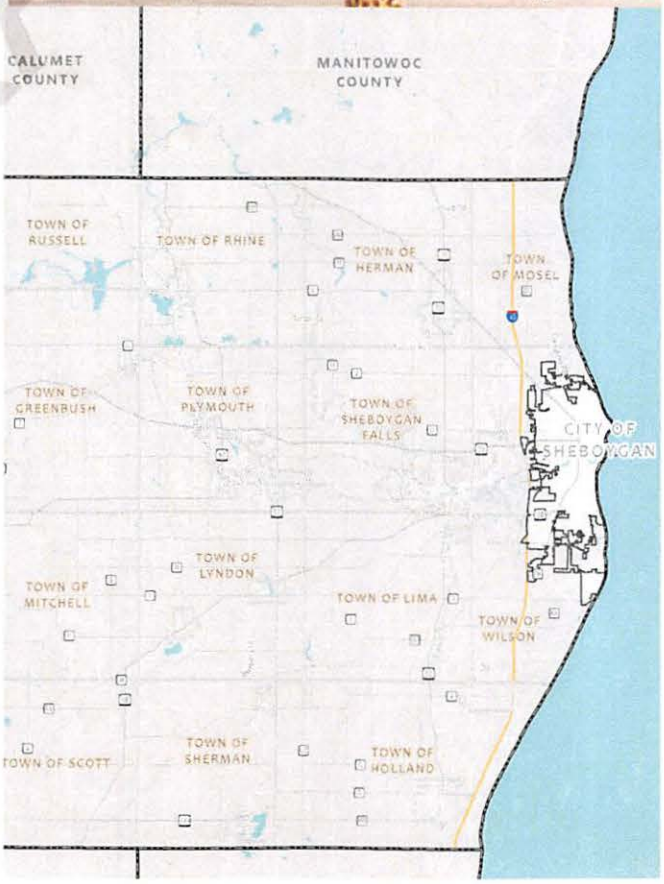
CHAPTER 1

INTRODUCTION

This study was commissioned by the City of Sheboygan Planning & Development Department. The City has identified affordable housing as a critical issue in its most recent strategic plan and the Livable Sheboygan Action Plan. This issue is also one that is frequently cited as a priority by citizens responding to the City's annual community survey. The purpose of this study is to help the City better understand its housing market and to craft targeted strategies to improve affordable options within the community.

There are two parts to the Sheboygan housing supply. The first is all of the housing in Sheboygan and the second is all of the housing outside of Sheboygan for people who go to school or work in the City. The housing in Sheboygan is the easiest to measure and analyze, and is the part that the City has the most control over. The housing outside the City is a bit harder to quantify and qualify, but it is nevertheless important to our understanding of the overall market. This report attempts to document conditions and trends in the overall market, including an understanding of why people are choosing to live where they live.





STUDY PROCESS

This study uses a variety of methods and data to understand the housing market. Objective, measurable data were collected from the City, Sheboygan County, the Multiple Listing Service (real estate listings and sales), the State of Wisconsin, the U.S. Department of Housing and Urban Development and the U.S. Census Bureau. The City is compared to surrounding communities and wider context (county, state, nation) in a variety of ways, and also compared to itself in the form of time-series data that reveal trends. This study also incorporated a series of interviews with people familiar with the housing market- the housing experts, and a community survey of area residents.

Project Oversight

City Staff from the Planning & Development Department met three times during the study process: first in October 2020 for a kickoff discussion of issues and opportunities facing the City and region, then in January 2021 to review stakeholder input, next for a presentation and discussion of the first draft of the study in February and finally for a public meeting presentation of the final plan in March.

STUDY PROCESS

Interviews

The project team met and interviewed a variety of people with knowledge and insight about the local housing market, including realtors, lenders, developers, landlords, and employers. Feedback collected through interviews often naturally gravitated toward similar topics and knowledge, indicating a strong shared understanding of how the local housing market inherently functions. This feedback is used throughout the report. A more detailed summary of the interviews is found in Appendix B.

Community Survey

A community survey was conducted, online, in November 2020. The survey was offered online. In total the survey had approximately 850 responses. The survey was promoted through an extensive community network, as well as through City media and social media channels. The full responses are provided in Appendix B. Relevant findings are featured throughout the following chapters.

DEFINITIONS

The terms 'housing affordability', 'affordable housing' and 'workforce housing' are often used interchangeably, however they have different meanings. These terms are defined here to aid in understanding the analysis and recommendations in this study.

Housing Affordability

Housing affordability is a measure of how much a person or household can spend toward total housing cost. This measure is relative to income, meaning that higher-income households have a wider selection of homes that would be affordable, while lower-income households generally have fewer affordable options within the housing market.

The widely accepted standard for affordability states that a household should spend no more than 30% of their gross income toward housing costs. This standard is the same for owners and renters. For renters this also includes utilities and renters insurance. For homeowners this includes principal, interest, taxes, insurance and utilities.

Income categories are calculated by HUD, and used to determine appropriate monthly housing costs across different regions. HUD's income categories are based on Area Median Income (AMI) for a region and divided into typically four categories 30%, 50%, 80%, and >100% AMI. Each category has an income limit based on the number of persons in a household. For the Sheboygan Metro region, affordability limits are shown on the following page. For example, in Sheboygan a household of four earning 100% of the area median income could afford a $281,000 home or a monthly rent of $1,834. In contrast, a household of four earning 50% of the area median income could afford a $129,000 home or a monthly rent of $918.

Affordable Housing

Affordable housing is housing that typically serves the lowest-income residents of a community. Generally this includes residents with no income up through residents making 80% the area median income. Income limits calculated by the US Department of Housing and Urban Development (HUD) give ranges for which housing market service levels are measured. The income limits for Sheboygan are defined using the Sheboygan Metropolitan Statistical Area (which includes Sheboygan County). Current 2020 Income limits for the Sheboygan Metro area are shown in the figure on the following page.

Funding for newly constructed affordable housing almost always comes from subsidies that offset costs of construction and/or operation. This allows rents to be set at a certain price that is manageable for low-income households based on the HUD income limits that come out every year. The price also takes into consideration families' other expenses such as food, childcare, transportation and healthcare. Other forms of affordable housing include:

- Naturally Occurring Affordable Housing (NOAH)
- Housing Operated by Non-Profits
- Vouchers, Tax Credits, Other Federal Programs

Workforce Housing

Workforce housing is housing that is affordable to the workforce in a community. Because incomes within the workforce vary, a range of housing options is needed to fit the needs of the community. Workforce housing also means ensuring a supply of affordable housing for employee households that earn minimum wage—and ensuring appropriately priced housing for moderate to high-income earners in both the rental and ownership markets.

Variety in the housing stock is important, as households have a variety of preferences that impact where and how they can live. Important types of variety necessary to serve area employees include structure types, sizes, locations, and price points.

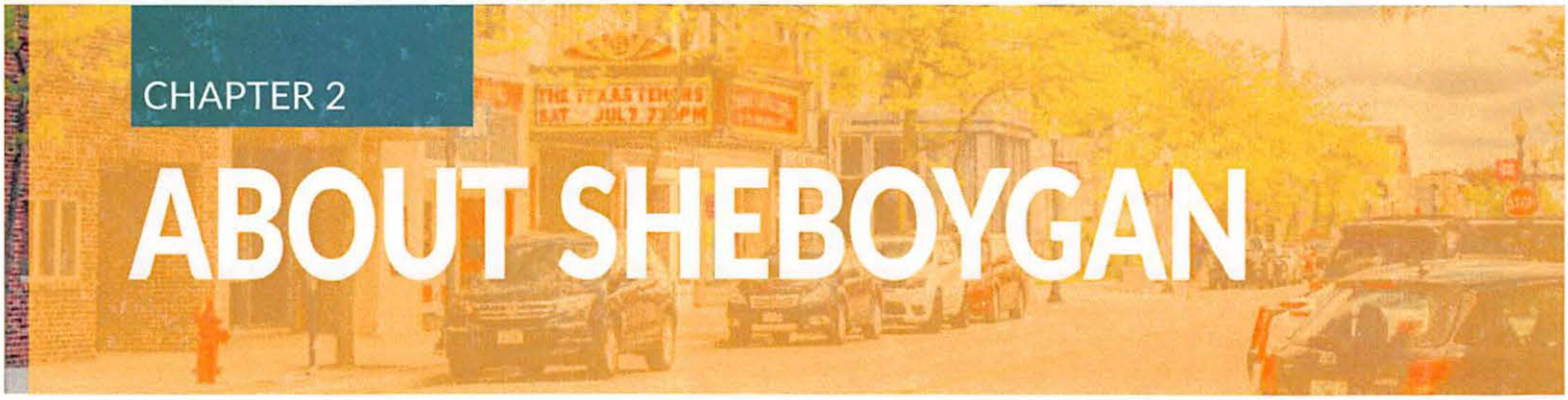
Figure 1. FY 2020 Income Limits for the Sheboygan Metropolitan Statistical Area
Source: US Department of Housing and Urban Development

FY 2020 Income Limit Area	Median Family Income for Family of 4	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Sheboygan, WI MSA (includes Sheboygan County, WI)	$73,375	Extremely Low Income 30% AMI	$15,400	$17,600	$21,720	$26,200	$30,680	$35,160	$39,640	$44,120
		Very Low Income 50% AMI	$25,700	$29,400	$33,050	$36,700	$39,650	$42,600	$45,550	$48,450
		Low Income 80%AMI	$41,100	$47,000	$52,850	$58,700	$63,400	$68,100	$72,800	$77,500

Figure 2. Affordability Thresholds for Sheboygan Metropolitan Statistical Area
Source: US Department of Housing and Urban Development

FY 2020 Income Limit Area	Maximum Monthly Housing Cost for Family of 4 (100% Median Income)	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Sheboygan, WI MSA (includes Sheboygan County, WI)	$1,834	Extremely Low Income 30% AMI	$385	$440	$543	$655	$767	$879	$991	$1,103
		Very Low Income 50% AMI	$643	$735	$826	$918	$991	$1,065	$1,139	$1,211
		Low Income 80%AMI	$1,028	$1,175	$1,321	$1,468	$1,585	$1,703	$1,820	$1,938

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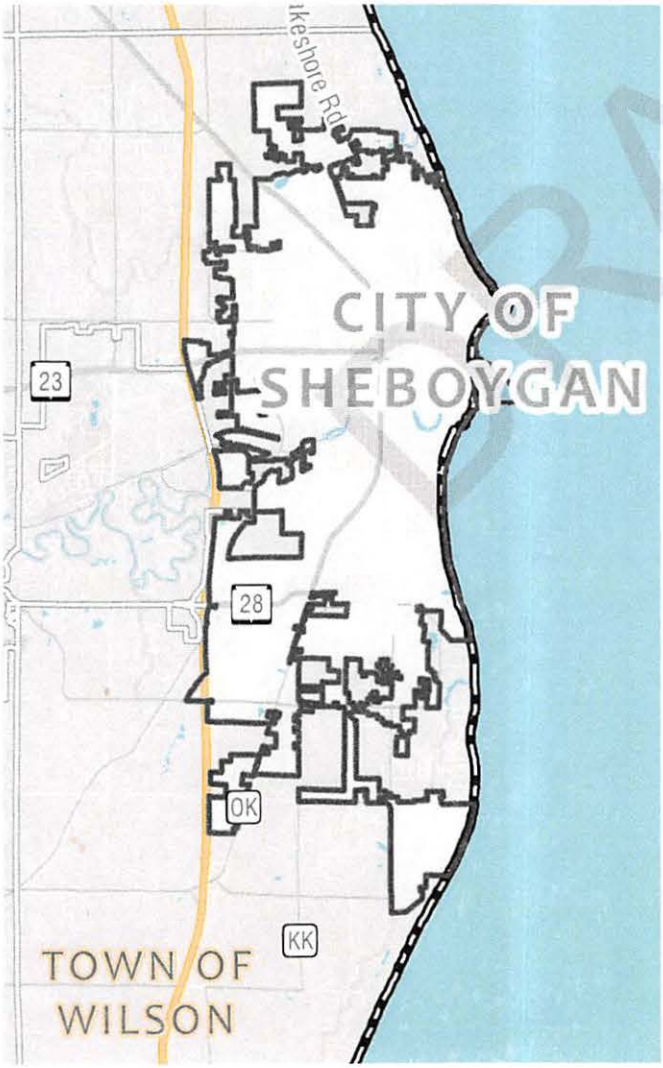
CHAPTER 2

ABOUT SHEBOYGAN

CITY OVERVIEW

The City of Sheboygan is in Sheboygan County, located along the Lake Michigan shoreline. Sheboygan is the largest community in the County making up nearly half (42%) of the County's population. It is approximately 60 miles north of Milwaukee and 65 miles southeast of Green Bay.

The City is known for its natural/recreational amenities, historic downtown, strong manufacturing base, and is the Bratwurst Capital of the World.



KEY DATA

- Based on recent trends, the population in the City is projected to decrease by 2.8% between 2020 and 2040. The County's population is projected to increase by 1.4% during this timeframe.
- Those age 85+ could increase by 112% (3,000 people) between 2020 and 2040 in Sheboygan County.
- Employment growth is projected to be +4% in the northeast region of WI between 2018 and 2028.
- The weighted average salary for the most in-demand occupations in the Bay Area region is $50,000.
- Sheboygan's median household income is lower than surrounding communities at $48,313.

POPULATION

Population within the City has decreased over the past decade while populations within surrounding communities and the County have increased. Between 2010 and 2020 Sheboygan saw a net decrease of 978 residents. This represents a 2.0% decrease in population. The Cities of Plymouth (4.1%) Sheboygan Falls (10.4%), and Village of Kohler (1.6%) all saw population growth during this time period. The County overall experienced a growth of 1,596 residents, an increase of 1.4%.

The growth pattern within the surrounding communities indicates the City's loss of potential growth to these areas. The City's relatively population loss within overall County population growth suggests that the City could be attracting a larger share of the growth in people and housing than it currently is.

Population change is directly tied to change in the number of households and the size of those households, both of which are influenced by availability of desirable units within desired markets. Sheboygan's data indicates relatively stable household size over the last decade with a decrease in the total number of households in the City.

Figure 3. Population Change in Sheboygan and Surrounding Communities

Source: 2010 ACS 5-Year Estimates, WI DOA 2020 Estimates

Municipality	2010-2020 Population Change	% Change Over Decade
City of Sheboygan	-978	-2.0%
City of Plymouth	343	4.1%
City of Sheboygan Falls	788	10.4%
Village of Kohler	32	1.6%
Sheboygan County	1,596	1.4%

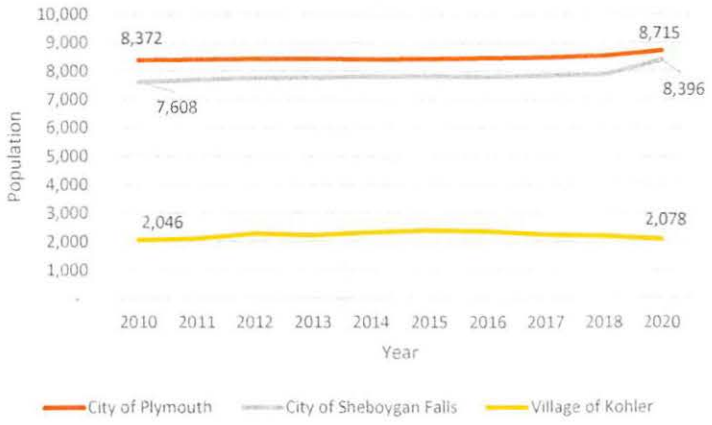
Figure 4. Population Growth Trend in Sheboygan

Source: 2010-2018 ACS 5-Year Estimates, WI DOA 2020 Estimates



Figure 5. Population Growth Trend in Surrounding Communities

Source: 2010-2018 ACS 5-Year Estimates, WI DOA 2020 Estimates



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HOUSEHOLDS

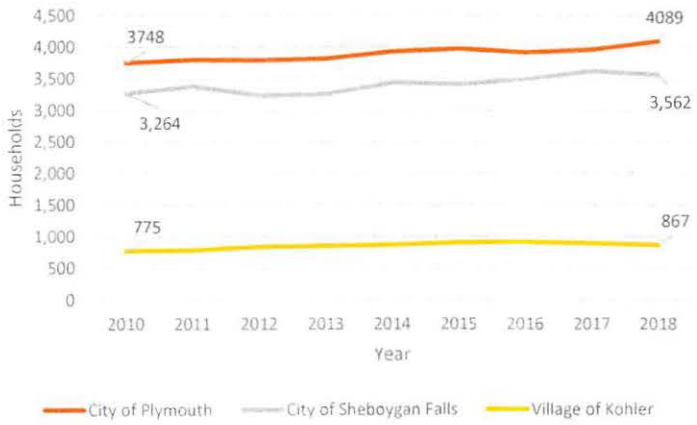
Figure 6. Change in Total Households in Sheboygan and Surrounding Communities
Source: 2010-2018 ACS 5-Year Estimates

Municipality	2010-2018 Household Change	% Percent Change Over Decade
City of Sheboygan	-648	-3.1%
City of Plymouth	341	9.1%
City of Sheboygan Falls	298	9.1%
Village of Kohler	92	11.9%
Sheboygan County	731	1.6%

Figure 7. Household Trends in Sheboygan
Source: 2010-2018 ACS 5-Year Estimates



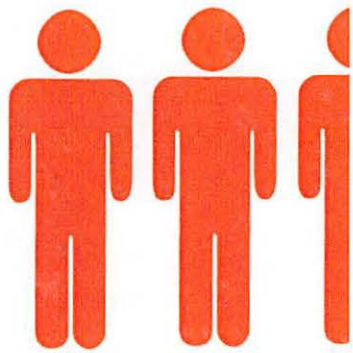
Figure 8. Household Trends in Surrounding Communities
Source: 2010-2018 ACS 5-Year Estimates



The estimate of total households within the City has fluctuated, but overall has declined since 2010 by 3.1%. While Sheboygan experienced a decrease in households, surrounding communities of Plymouth (9.1%), Sheboygan Falls (9.1%), Kohler (11.9%) and the County (1.6%) all saw an increase in households.

Between 2010 and 2018 Sheboygan's average household size stayed relatively stable around 2.35. Communities surrounding Sheboygan have experienced a decrease in household size. Nationwide, average household size has generally decreased since 1900, however since 2010 there have been signs that this trend is reversing.

National trends show that most age groups are living in larger households now than they were a decade ago. This change is most prominent for adults age 35 and older. Between 2010 and 2017 there was a three percent increase in the number of adults age 35 and older living in households with at least three people. A common explanation for larger households is people living in multi-generational households or doubling up–this could be a parent of the householder or a roommate.



2.35
Average Household Size in Sheboygan
Source: 2018 ACS 5-Year Estimates

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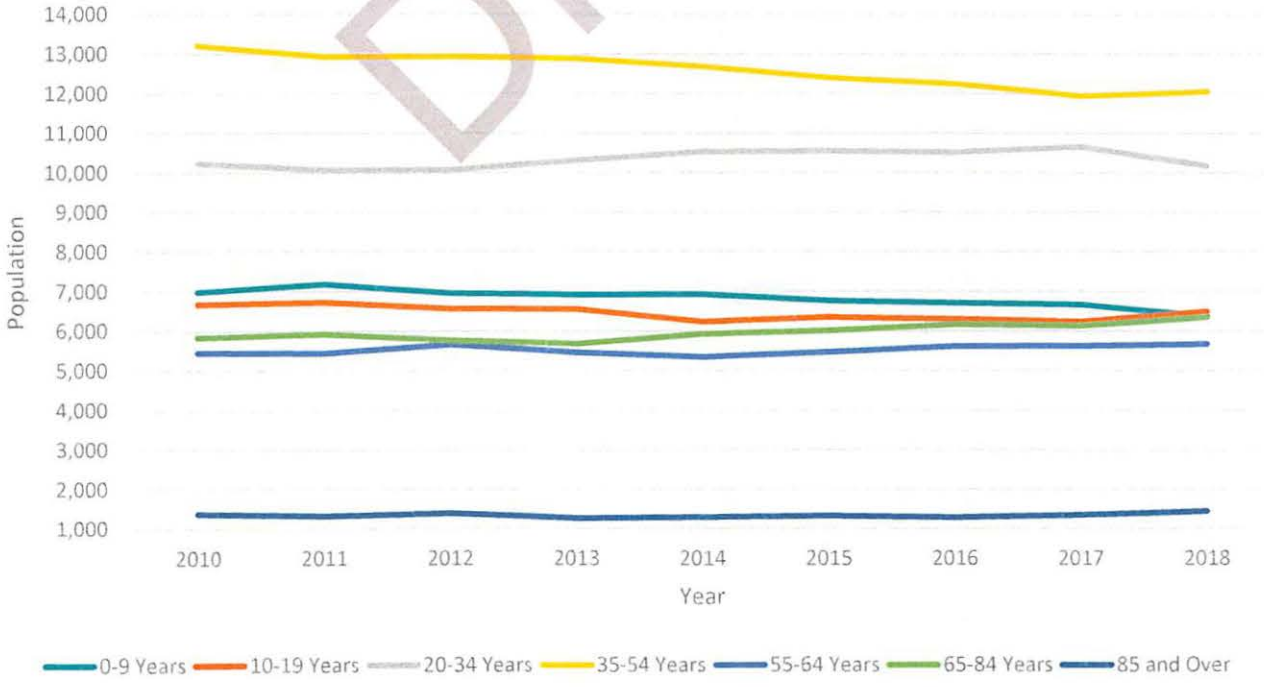
AGE COHORTS

Age trends are used to help predict current and future needs of the community. As people continue to age or add members to their households, their needs change as well. Since 2010, the City has seen an overall decrease in population. Most age cohorts have also decreased indicating a lack of new families moving to the area, however some age cohorts have increased. The number of middle-aged (55-64) and older adults (65+) in the community has increased due to the Baby Boomers aging into this category over the decade, which is consistent with general trends of aging in the County, State, and Nation as Baby Boomers reach retirement. Older households tend to have unique housing needs.

Figure 9. Change for Age Cohorts in Sheboygan 2010-2018
Source: 2010-2018 ACS 5-Year Estimates

Sheboygan	Total Change 2010 -2018	% Change
0-9 Years	-617	-8.8%
10-19 Years	-171	-2.6%
20-34 Years	-64	-0.6%
35-54 Years	-1,159	-8.8%
55-64 Years	225	4.1%
65-84 Years	518	8.9%
85 Years and Over	65	4.7%
Total Change	-1,203	-3.1%

Figure 10. Age Trends in Sheboygan
Source: 2010-2018 ACS 5-Year Estimates



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POPULATION PROJECTIONS

Sheboygan's future population growth has been projected by the State Department of Administration (DOA). The latest projections were made in 2013 for 2020 through 2040. We now have estimates for 2020. Because DOA's 2020 projections were two percent higher than actual estimates for Sheboygan and surrounding communities, DOA's 2025 through 2040 projections have been adjusted down by two percent.

Based on the adjusted projections reflecting recent trends, the City's population is expected to contract by approximately 2.8% or 1,367 residents between 2020 and 2040. Out of the surrounding communities, Sheboygan Falls is projected to have the greatest percentage increase in population during this timeframe (17.2% or 1,446 residents), followed by Kohler (10.0% or 208 residents), and then Plymouth (9.7% or 845 residents). Sheboygan County is expected to add 5,140 residents during this timeframe, an increase of 1.4%.

DOA projections are based on historical trends, and market forces and local policy can have a large impact on the long-term accuracy of these projections. There is potential that a strategic investment in housing opportunities within the City could shift these projections.

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Figure 11. Population Projections for Sheboygan

Source: WI DOA Projections

Sheboygan Population Projections	2025	2030	2035	2040
DOA Projection	49,317*	49,513*	48,894*	47,389*

**Adjusted based on 2020 actual DOA population estimates*

Figure 12. Population Projections for Sheboygan and Surrounding Communities

Source: 2010-2018 ACS 5-Year Estimates, WI DOA Projections



HOUSEHOLD PROJECTIONS

Figure 13. Household Projections for Sheboygan and Surrounding Communities

Source: 2018 ACS 5-Year Estimates, WI DOA Projections



Projecting Sheboygan's future households is tied to both future population projections as well as future anticipated persons per household as demographics change and people age. Across the nation, reductions in household size have occurred over the last 100 years, but it appears that size may now be increasing. At the time the Wisconsin Department of Administration calculated household projections (2010) size was still trending downward, indicative of populations continuing to age, dependents leaving their family households and most likely creating their own households, and longer formation periods for young-family households than existed in prior decades. Projection methods for the City show a steady rise in households in Sheboygan until 2030 when total households plateaus and then decreases in 2040, corresponding with the expected decline the WI DOA projects in overall population. Household projections in surrounding communities are projected to occur at a more rapid pace and no decrease in total households is expected.

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AGE COHORT PROJECTIONS

As populations age, their housing preferences often change. Older households may choose to continue to live in their current homes, however many will opt to move and downsize or seek housing that is better set up to meet new housing needs and preferences. Younger households may rent for longer periods of time than they used to, however recent studies have shown that young householders move into homeownership eventually and seek smaller, more affordable homes. Though due to current low interest rates and other dynamics associated with COVID-19, first time homebuying has accelerated.

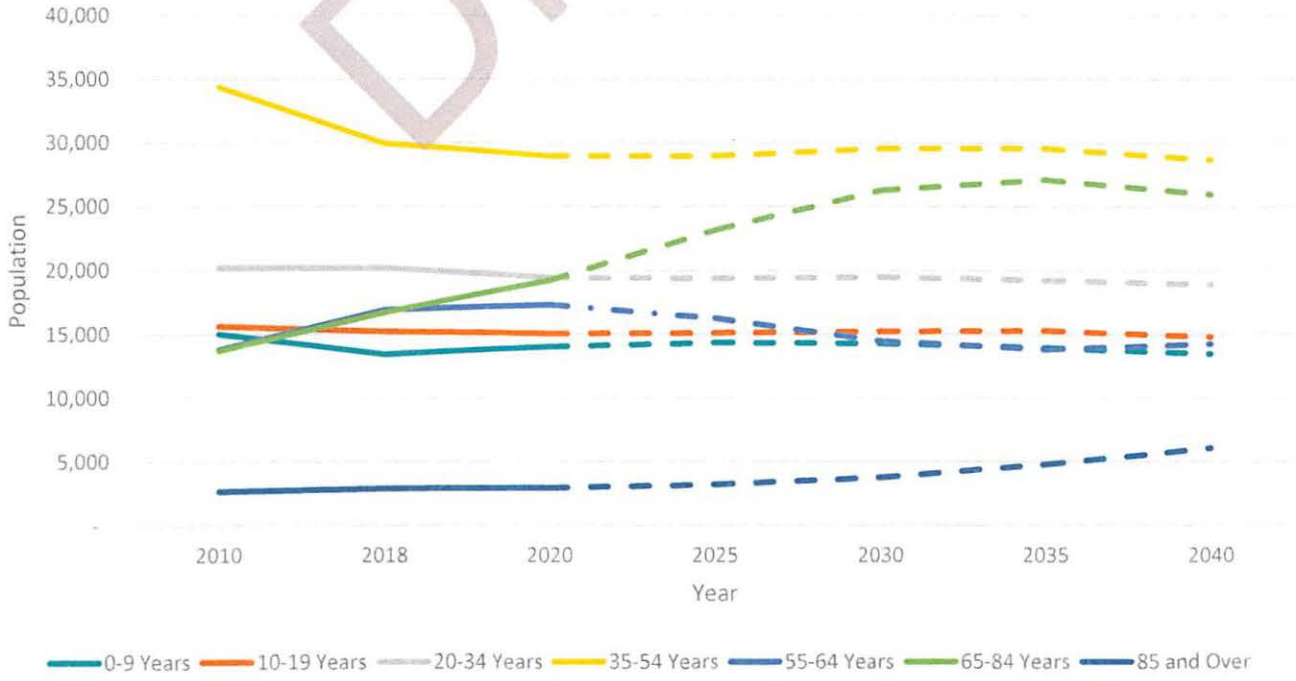
The WI DOA doesn't project age cohorts by municipality, but does at the county level. If we assume similar trends occurring within the City, the age cohort with the greatest rate of growth is those age 65-84 (55%) and 85 and greater (112%). The only other age cohort projected to have an increase in population is age 0-9 (0.4%), indicating some formation of young, growing families. All other cohorts are projected to have zero or negative growth.

These projections indicate a need for appropriate housing for seniors (either aging at home or moving) and for young families who may be starting to have children.

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Figure 14. Age Cohort Projections Sheboygan County

Source: WI DOA Projections



EMPLOYMENT INDICATORS

Place of residence often coincides with location of a person's job, though we also expect to see a high degree of mobility within a metropolitan area. The figure on the right represents inflow and outflow of the City's workforce. The number of people that work in Sheboygan is about 27,000. Of this 27,000, 16,653 live outside of Sheboygan and 10,155 live in Sheboygan. The second highest place of residence for Sheboygan workers is Sheboygan Falls, which is not surprising as it is a ten minute drive to the west. There are 14,605 people who live in Sheboygan but work in another community.

Many workers in Sheboygan coming from other communities are coming from communities within a half an hour radius, however there are a number of Sheboygan workers coming from further away locations such as Milwaukee (1 hour commute), Green Bay (1 hour commute) and Fond du Lac (45 minute commute). The data also shows that people from Madison, Milwaukee and Appleton commute to Sheboygan for jobs. There is a large number of workers from "All Other Locations" which includes workers who live in unincorporated areas and other small towns outside of Sheboygan.

Figure 15. Inflow/Outflow Analysis in Sheboygan
Source: onthemap.census.gov

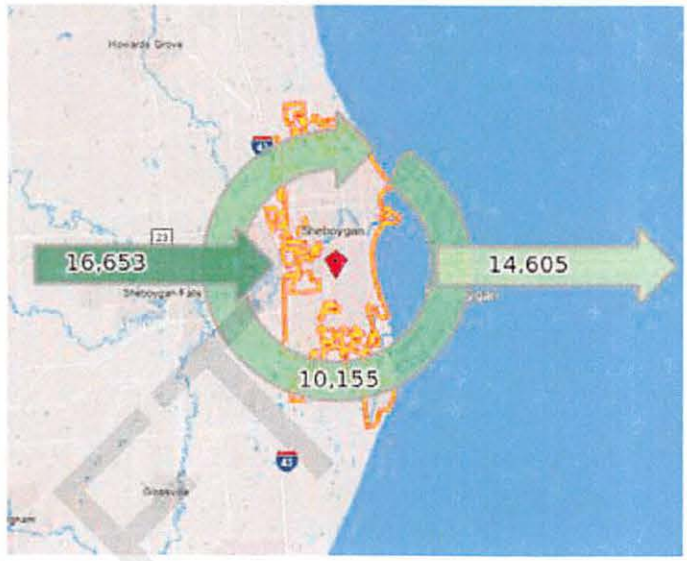
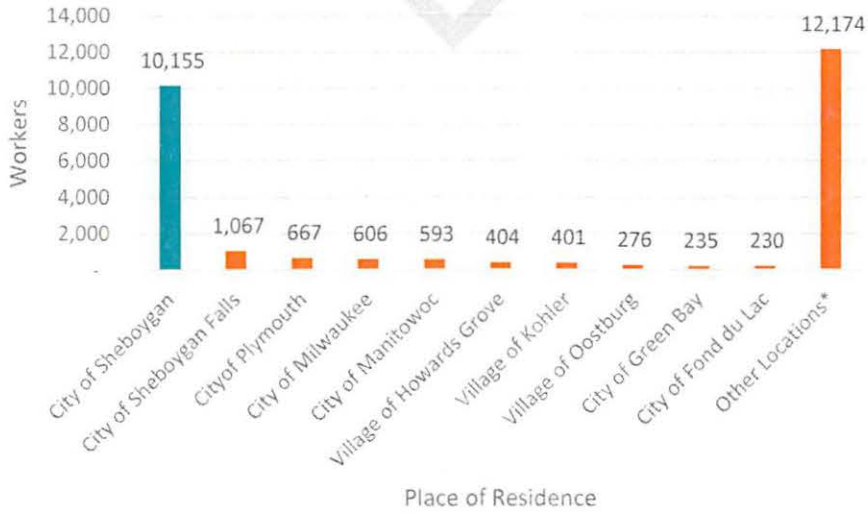
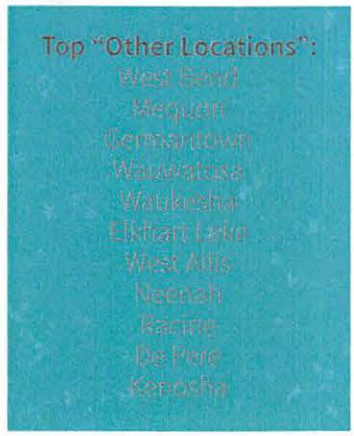


Figure 16. Place of Residence for all Workers in Sheboygan
Source: onthemap.census.gov





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EMPLOYMENT INDICATORS

Figure 17. Commute Times for all Workers in Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates



Commute times in Sheboygan and surrounding communities are fairly low, with the majority of workers commuting in under 24 minutes. People will drive further for a job if they cannot afford housing or find desirable housing in the community where they work.

Top Employers

Sheboygan County and the City of Sheboygan have a diverse economy with many opportunities for workers of all ages. Currently there are approximately 5,000 job openings within a 30-minute drive of the City of Sheboygan. The largest industry in the area is manufacturing, which provides entry level through executive employment opportunities. Recently the region has seen growth in manufacturing companies, and business expansions are projected to continue.

The industries and top employers below provide opportunities for workers and growth within the community. This is why employment indicators are essential to housing. If there is not lower cost housing available for workers, they are less likely to stay in Sheboygan, or come to the city. Having the appropriate type, price point and location of the housing workers are looking for is essential to the vitality of Sheboygan's economy.

Figure 18. Top Employers in Sheboygan County
Source: Sheboygan County Economic Development Corporation

Company	Description	# of Employees
Kohler Co.	enameled iron and metal sanitary ware manufacturing	5,000+
Bemis Mfg. Co.	plastics product manufacturing	1,000+
Aurora Medical Group	physician offices	1,000+
Nemak	aluminum die-casting foundries	1,000+
Sargento Foods, Inc.	cheese manufacturing	1,000+
ACUITY	direct property and casualty insurers	1,000+
Johnsonville Sausage	meat processing	500-999
Rockline Industries	converted paper product manufacturing	500-999
Piggly Wiggly	managing offices	500-999
HSHS St. Nicholas	general medical and surgical hospital	500-999
Masters Gallery Foods	dairy-product merchant wholesalers	500-999
The Vollrath Co.	kitchen utensil, pot and pan manufacturing	500-999
American Orthodontics	dental equipment and supplies manufacturing	500-999
Old WI Sausage	meat markets	250-499
Pine Haven Christian	senior living	250-499
Nemschoff Chairs	institutional furniture manufacturing	250-499

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EMPLOYMENT INDICATORS

In March 2020 the Sheboygan County Economic Development Corporation noted there were 2,785 available jobs in the County. While these jobs span a variety of positions, the most in-demand positions are listed in the tables below, along with median salaries.

Based on these positions, annual salaries for entry level positions range from $31,000 to $75,000. Monthly housing payments considered affordable for these positions range from $775 to $1,875 per month, though most positions fall within a $775-$1,125 monthly rent range. For mid-level positions, annual salaries range from $44,000 to $126,000. Monthly housing payments considered affordable for these positions range from $1,100 to $3,150 per month, though most positions fall within a $1,100-$1,750 monthly rent range. Entry and Mid-Level individuals in these positions are generally looking for rents from $775 to $1,750 per month.

Using the Bureau of Labor Statistics assumption that the average household has 1.3 income earners, and the second earner earns $15,000 per year (30% of $50,000), family household incomes for two people working in most of these entry or mid-level positions falls between $46,000 and $85,000. This translates to monthly housing payments between $1,150 and $2,125 for family households. As income is typically a key factor in housing choice, it is important to understand salary levels for current and future job openings in the region to ensure potential residents can afford housing in the community.

During interviews, several major employers in the Sheboygan area noted many of the positions they are currently hiring are hourly full-time positions, generally paying $18-$22/hour. For the salaried positions these employers are currently hiring for, annual incomes generally fall between $50,000-$80,000. These income levels seem in line with what the County is anticipating.

Figure 19. Most Needed Positions in Sheboygan County
Source: Sheboygan County Economic Development Corporation

Area	Job Title	Median Salary
Entry Level Positions		
Business Management	Management Analysts	$45,110
Manufacturing	Team Assembler	$31,330
Transportation	Material Movers	$32,190
Finance	Bookkeeping	$37,180
Information Technology	Software Engineer	$75,480
Construction	Carpenter	$47,610
Science/Technology	Chemical Technician	$45,240
Mid-Level Positions		
Business Management	Marketing Manager	$126,260
Manufacturing	First-Line Supervisor	$59,200
Transportation	Tractor-Trailer Truck Driver	$44,200
Finance	Accountant	$63,390
Information Technology	Database Administrators	$84,380
Construction	Construction Foreman	$69,360
Science/Technology	Chemist	$69,810

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EMPLOYMENT PROJECTIONS

The Bay Area Workforce Development Board (BAWDB) is a non-profit corporation created to address local economic workforce issues in Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawno and Sheboygan Counties. One task the Board completes is detailed employment projections for the entire Bay Area.

The table below shows employment growth for the Bay Area for major industries between 2018 and 2028. It should be noted that these projections were completed in 2018 and do not include any changes since then due to the pandemic or national policies/programs. The industries projected to experience the greatest increases in employment are the Education and Health Services; Professional and Business Services; Trade, Transportation, and Utilities; Construction; and Self Employed/Unpaid Family Workers. The industries projected to experience a decrease in employees are the Information and Manufacturing industries.

Overall employment is projected to grow by 4% between 2018 and 2028 in the Bay Area. Between 2020 and 2030 the population in Sheboygan County is expected to grow by 5%. The difference between the employment and population growth projections could be explained by an increase in retirees in the region–those age 65-84 are expected to increase by 37% between 2020 and 2030 and those age 35-54 (working age) are expected to decrease by 16%. Those age 20-34 (working age) are expected to increase by only 0% to 2% during this timeframe.

These projections are also broken down by occupation. The table on the following page shows new projected annual openings due to growth for the Bay Area by occupation. The salary range for these positions falls between $20,000 and $100,000, with a weighted average of around $50,000. If we again assume the average household has 1.3 workers and the second householder has an earned income of $15,000, this translates to an annual gross household income of $75,000. An affordable monthly housing payment at this level is $1,875, which is within the range of incomes calculated for in-demand positions within the County.

Figure 20. 2018-2028 Employment Projections for Bay Area by Industry
Source: Bay Area Workforce Development Board projections

Industry	2018 Employment	2028 Employment	# Change	% Change
Education and Health Services	78,355	84,076	5,721	7.3%
Professional and Business Services	40,144	44,203	4,059	10.1%
Trade, Transportation, and Utilities	80,700	83,226	2,526	3.1%
Construction	21,695	23,966	2,271	10.5%
Self Employed and Unpaid Family Workers, All Jobs	21,132	23,205	2,073	9.8%
Financial Activities	24,892	25,722	830	3.3%
Other Services (except Government)	24,236	25,021	785	3.2%
Leisure and Hospitality	41,886	42,537	651	1.6%
Natural Resources and Mining	5,277	5,554	277	5.2%
Government	22,362	22,490	128	0.6%
Information	3,482	3,100	-382	-11.0%
Manufacturing	93,461	91,351	-2,110	-2.3%

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Figure 21. 2018-2028 Employment Projections for the Bay Area by Occupation
Source: Bay Area Workforce Development Board projections

Occupation	2018-2028 Annual Bay Area Openings due to Growth	Median Salary
Personal Care and Service Occupations	254	$23,490
Transportation and Material Moving Occupations	214	$35,010
Management Occupations	210	$101,940
Construction and Extraction Occupations	181	$50,380
Healthcare Practitioners and Technical Occupations	164	$65,770
Computer and Mathematical Occupations	151	$69,640
Business and Financial Operations Occupations	138	$62,950
Installation, Maintenance, and Repair Occupations	92	$47,880
Heavy and Tractor-Trailer Truck Drivers	83	$48,750
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	71	$61,050
Laborers and Freight, Stock, and Material Movers, Hand	60	$38,480
Healthcare Support Occupations	76	$25,840
Building and Grounds Cleaning and Maintenance Occupations	66	$26,930
Food Preparation and Serving Related Occupations	69	$21,820
Sales and Related Occupations	76	$26,690
Community and Social Service Occupations	71	$44,650
Registered Nurses	64	$68,780
Architecture and Engineering Occupations	53	$76,080
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	31	$26,650
Accountants and Auditors	26	$63,000

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INCOME TRENDS

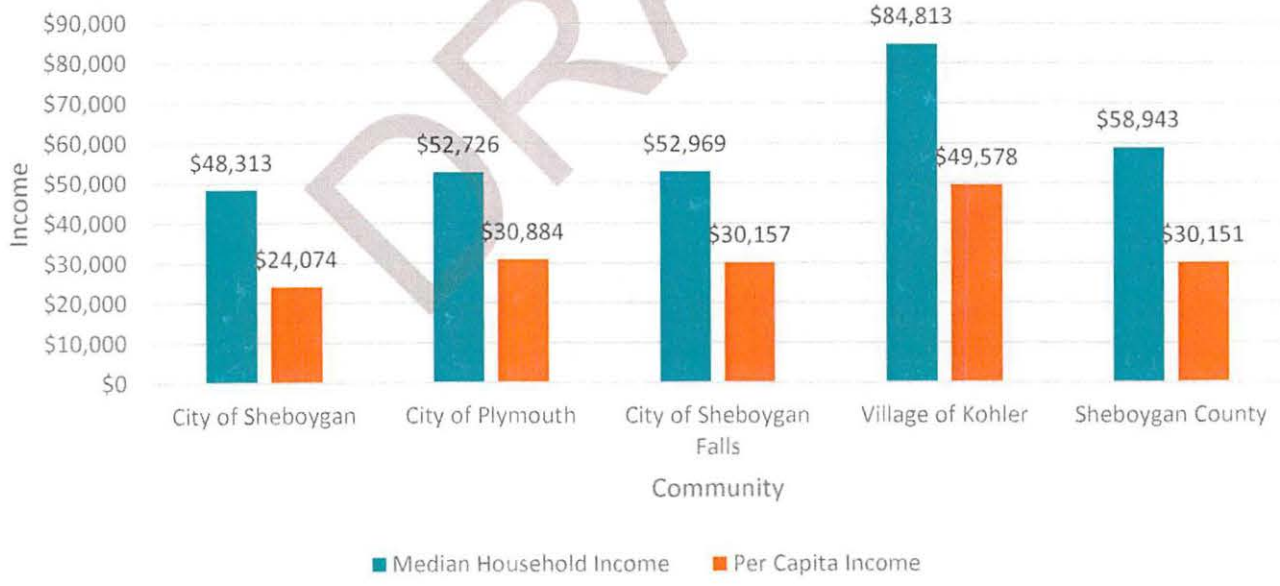
Income and Earnings are key factors in housing affordability. The more income that a household earns, the more housing options that fall within their affordability threshold. A household that spends more than 30 percent of its income on housing is considered housing burdened. While incomes are mobile, meaning households can move from place to place, the physical structure of a housing unit is stationary. In practice this typically means that households often commute, choosing to live wherever they find the acceptable balance among convenience, quality, local amenities, and affordability.

As compared to communities in surrounding communities, Sheboygan has the lowest median household income, $48,313, and the lowest per capita income, $24,074. When comparing the County and the City, a larger percentage of households in the City have incomes under $75,000 (74% vs. 63%).

Figure 22. Income Trends for Sheboygan and Sheboygan County
Source: 2018 ACS 5-Year Estimates

Income Level	Percentage of Sheboygan Households	Percentage of Sheboygan County Households
Less than $10,000	4.3%	3.3%
$10,000-$14,999	5.7%	4.1%
$15,000-$24,999	13.3%	10.2%
$25,000-$34,999	12.7%	10.3%
$35,000-$49,999	15.3%	14.1%
$50,000-$74,999	22.5%	21.3%
$75,000-$99,999	12.6%	14.5%
$100,000-$149,999	10.9%	14.9%
$150,000 or More	2.7%	7.4%
$100,000-$149,999	10.3%	15%
$150,000 or More	4.5%	9.2%

Figure 23. Median and Per Capita Income for Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates



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CHAPTER 3

GENERAL HOUSING CHARACTERISTICS

OVERVIEW

This section of the plan begins to explore characteristics of the housing market—housing type, age, permits, and occupancy. These are important categories to set a baseline for current and future growth potential to provide the best quality of life for current and future residents.

In brief, the majority of housing in Sheboygan and surrounding communities are single-family detached homes. Sheboygan's housing stock tends to be older, with the majority of single-family homes built before 1980. Surrounding communities display similar unit age rates, with fewer units constructed over the past ten years. However, in more recent years new multi-family unit starts in Sheboygan have increased, offering both affordable and market rate rent levels.

KEY DATA

- 56% of dwelling units in Sheboygan are single-family homes.
- 80% of Sheboygan's housing stock was built prior to 1980.
- Development of new single-family homes has remained low in Sheboygan while the new multi-family units have recently seen a dramatic increase.



City of Sheboygan

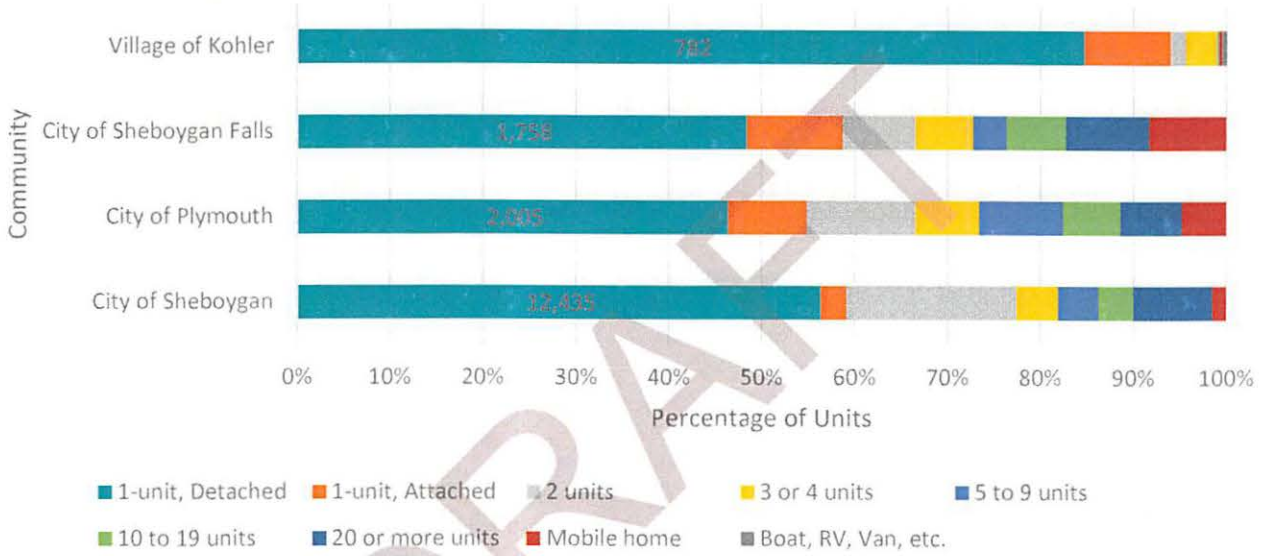
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HOUSING TYPE BY UNIT

A housing "unit" is a single living space—either standalone or as part of a larger structure. The most common structure type in Sheboygan and surrounding communities is detached single-unit homes, commonly referred to as single-family.

The second most common structure type in the City is 2-unit structures (duplex/twinhomes), followed by 20 or more unit structure (larger apartment complexes). These types of units serve an important purpose in providing choices within a market, allowing residents options as to how and where they would like to live.

Figure 24. Housing Type by Unit in Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates



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Figure 25. Housing Type by Unit in Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates

Housing Unit By Type								
	City of Sheboygan		City of Plymouth		City of Sheboygan Falls		Village of Kohler	
	#	%	#	%	#	%	#	%
1-unit Detached	12,435	56.3%	2,005	46.4%	1,758	48.3%	782	84.7%
1-unit, Attached	609	2.8%	365	8.4%	374	10.3%	86	9.3%
2 units	4,039	18.3%	506	11.7%	286	7.9%	15	1.6%
3 or 4 units	1,000	4.5%	295	6.8%	225	6.2%	31	3.4%
5 to 9 units	961	4.4%	393	9.1%	131	3.6%	-	0.0%
10 to 19 units	824	3.7%	265	6.1%	234	6.4%	2	0.2%
20 or more units	1,875	8.5%	289	6.7%	326	9.0%	-	0.0%
Mobile home	337	1.5%	206	4.8%	302	8.3%	3	0.3%
Boat, RV, Van, etc	-	0.0%	-	0.0%	0	0.0%	4	0.4%

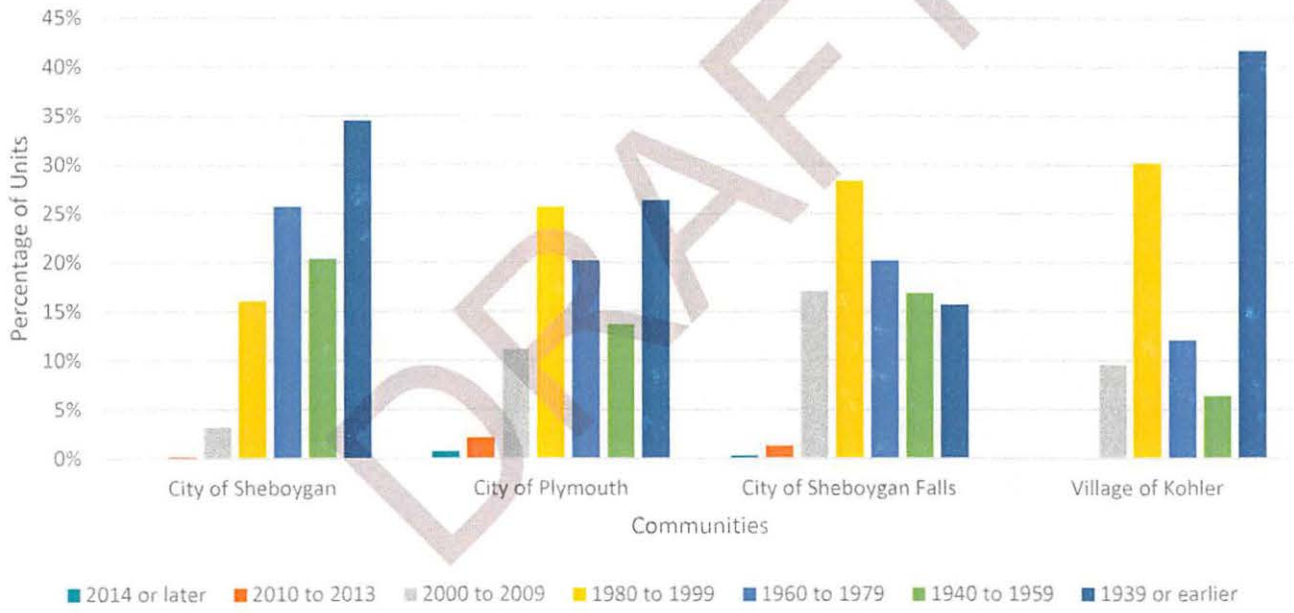
YEAR STRUCTURES BUILT

Year of construction as shown in the figure below indicates the age of homes as estimated by the US Census Bureau. Just over a third of units in Sheboygan (35%) were built before 1940, which is most similar to Kohler (42%) and the Village of Plymouth (26%). In Sheboygan Falls the most common date of construction is 1980 to 1999, indicating a relatively newer housing stock.

Since 2000, residential construction has slowed in Sheboygan, a finding that is consistent across surrounding communities and is indicative of generally older average housing stock age in established communities.

The age of a home or apartment building is not, by itself, an adequate measure of quality or condition but can be used as an indicator. Older homes tend to have poor energy performance, higher maintenance costs, and sometimes lack things homebuyers desire such as attached garages. If not maintained, these older homes may not be desirable to potential buyers. Even if maintained, some buyers may not be interested in/able to do the maintenance and upkeep required of an older home. Focus group interviews confirmed that housing is generally older in Sheboygan and in need of rehabilitation.

Figure 26. Year Structure Built for Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates



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Figure 27. Sheboygan Owner Occupied Year Structure Built
Source: 2018 ACS 5-Year Estimates

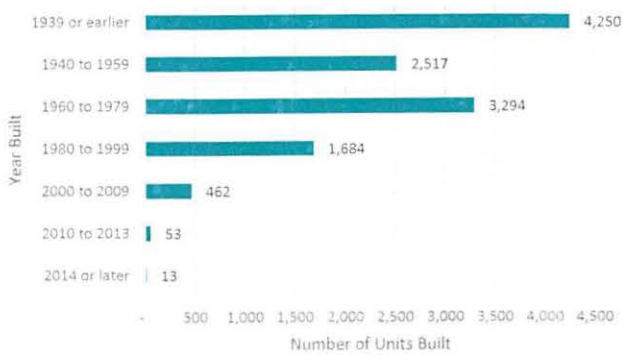
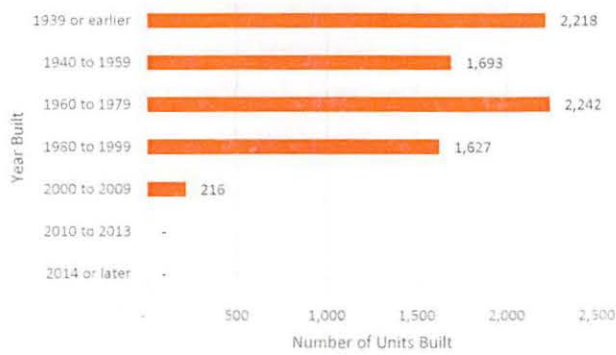


Figure 28. Sheboygan Renter Occupied Year Structure Built
Source: 2018 ACS 5-Year Estimates



BUILDING PERMITS

Building Permit data allows a real-time trend of new construction starts in Sheboygan. Since 2015 construction of new single-family homes has remained low–no more than 10 each year. This data is reflective of the lack of open greenfield space for new subdivisions within City limits. According to those knowledgable about housing in the community, developers are currently choosing to develop in the Towns of Wilson and Sheboygan because they have land available and the Towns of Wilson and Sheboygan have access to City sewer.

New duplex unit creation jumped dramatically in 2016 with 26 new units and again in 2017 with 36 new units. This jump was due to a change in the City's building code ordinance, which allowed some small multi-family complexes (6-12 unit) to fall under the duplex category which doesn't require the installation of sprinkler systems, commonly found in larger multi-family buildings. The creation of new apartment units has also varied from between 70 and 100 per year from 2015 to 2017, to none in 2018 and then 232 in 2019. Approximately half of the units built in 2019 were affordable, Section 42-funded units and the remainder were market rate. New condo unit construction has also been minimal over the last six years–10 units in 2018 and 21 units in 2019. All condo and apartment projects since 2015 have been infill projects.

As is true in most places, within the County multi-family and single-family construction all but came to a halt during the Great Recession, but has generally risen since. Construction of multi-family units has risen at a much quicker pace than single-family, and is recently above pre-recession levels. This can also be said about housing within the City.

With a shortage of vacant lands available, much of the new construction of single-unit homes within the City will likely be through the replacement of older homes that have been razed (demolished) or through redevelopment. This shortage of vacant land highlights the importance of infill development in the City as a means of providing new housing and often infill development tends to be attached units–whether apartments or condominiums. Attached units are an important part of a healthy housing market, to give people options that fit within their budgets considering the high cost of building single-family homes right now and the relatively low per capita and household incomes in the City compared to the region.

Figure 29. Single Family and Duplex Building Permits, by Units
Source: City of Sheboygan

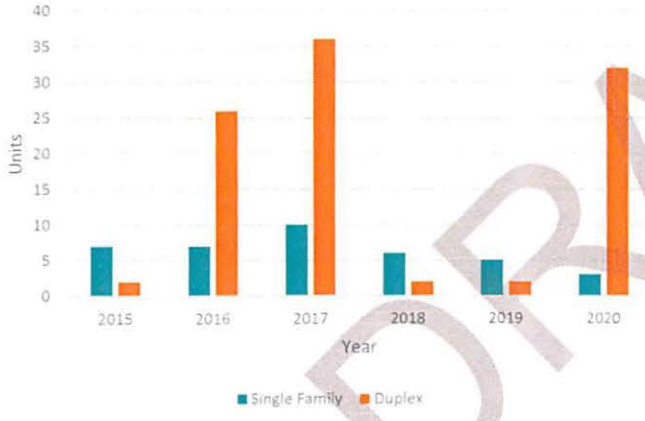
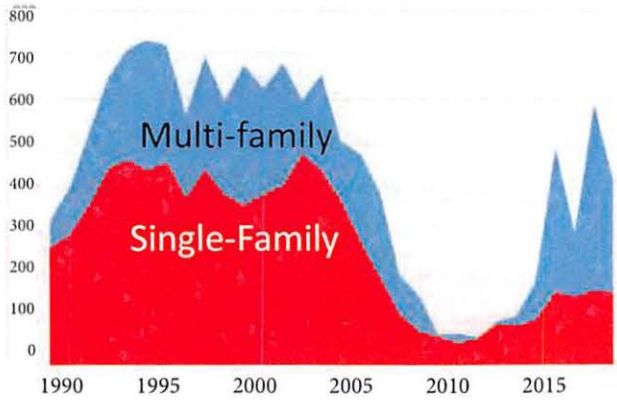


Figure 30. Apartment and Condo Building Permits, by Units
Source: City of Sheboygan



Figure 31. Total Housing Units by Type for Sheboygan County
Source: Sheboygan County



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CROWDING

Crowding data is a used to display the relationship between housing unit size (number of rooms) and household size (number of people). Households that average more than 1 person per room or 1.5 persons per room are considered to be "overcrowded" or "extremely overcrowded", respectively.

Just over 63% of renter- and 78% of owner-occupied units have 0.5 or less occupants per room—they occupy homes that have excess space for their needs. This is consistent regionally within surrounding communities as well, and indicates that the City's housing stock is in good position to accommodate growing family households.

As household sizes are anticipated to increase in the future, it will be important to ensure there are adequate units with 3+ bedrooms, especially rental units. Currently 25% of renter- and 73% of owner-occupied units contain three or more bedrooms.

Figure 32. Owner Occupied, Occupancy Per Room
Source: 2018 ACS 5-Year Estimates

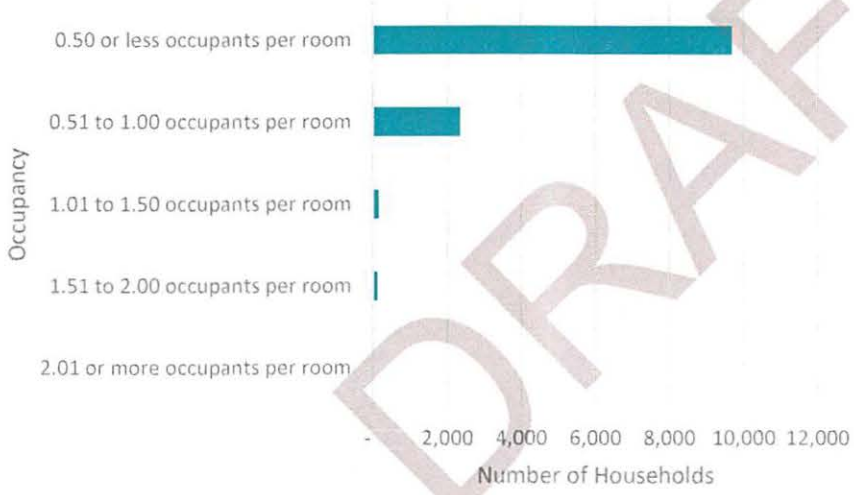
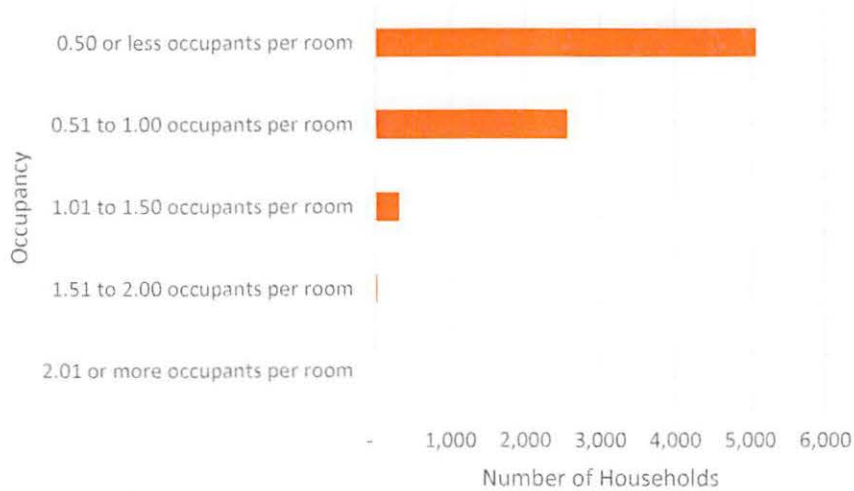


Figure 33. Renter Occupied, Occupancy Per Room
Source: 2018 ACS 5-Year Estimates



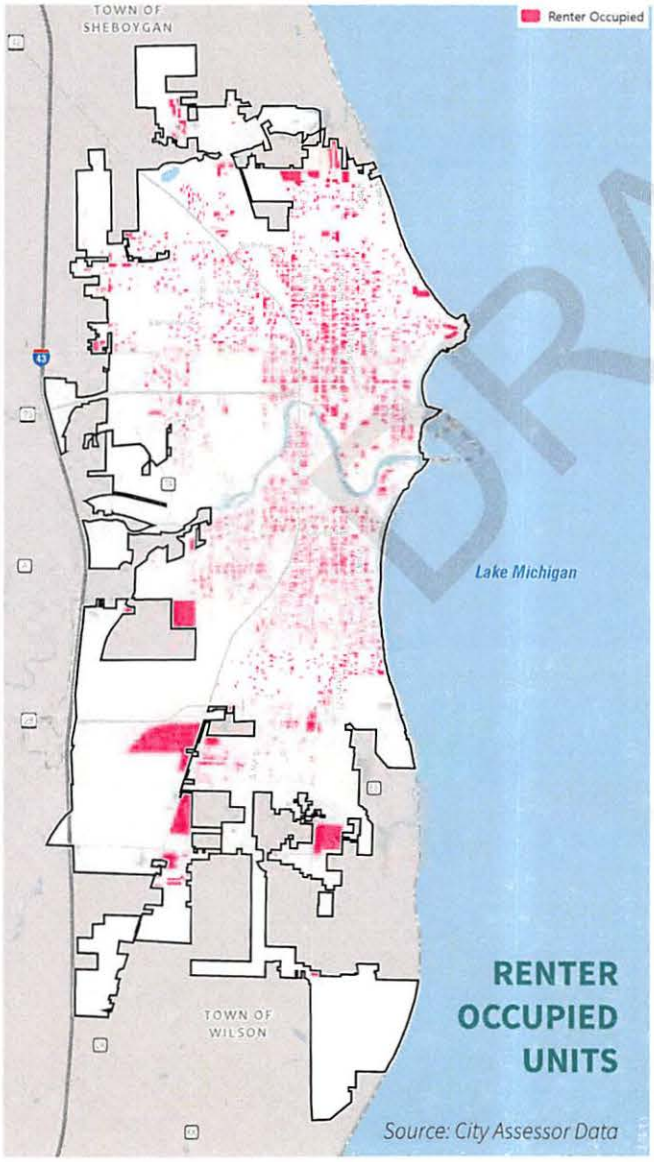
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CHAPTER 4

RENTAL MARKET

OVERVIEW

Within the City, 39% of the housing stock is rental units. Rental units include a variety of housing types, but are made up primarily of single-family homes, duplexes, and larger (10+ unit) multifamily residential buildings within the City. Rental units appear to be spread throughout the community, with higher concentrations surrounding the downtown area.



KEY DATA

- Median rent in Sheboygan is low compared to surrounding communities at $670/month.
- 33% of renter households in Sheboygan are cost burdened. The majority of cost burdened renter households are at or below 50% of the Area Median Income (AMI).
- Higher income households have been "renting down" in the market–occupying homes that are most affordable for those earning the lowest incomes.
- 48% of rental units are single-family homes or duplexes.
- The vacancy rate in Sheboygan is 3.3% for rental units–indicating a tight supply.
- There is demand for additional rental units with 3+ bedrooms.

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AFFORDABILITY

Household income is key to discussions about housing affordability, as income determines purchasing power for households. Using HUD's income limits, the figure below shows the general monthly rent a household could afford without becoming housing cost burdened (more than 30% of gross income paid toward rent). The rents vary based on household income and household size. For a household of four earning 100% of the median income, a monthly rent of $1,834 is considered affordable (this includes utilities).

A cost burdened household is a household which pays more than 30% of its income to housing costs. Generally when a housing market is "tight", or competitive, this drives costs up for consumers and also increases cost burden. This is true in Sheboygan, as overall rates of rental housing cost burden are high, similar to most surrounding communities. Currently 20% of renters in Sheboygan are cost burdened and 13% are severely cost burdened (paying more than 50% of their income towards rent). The Village of Kohler is the only surrounding community with a lower prevalence of cost burden (13% cost burdened and severely cost burdened). Similar to most other communities, cost burden is also greater for renters in Sheboygan than it is for homeowners, which is a reflection of lower renter incomes, barriers to securing financing (in addition to lower incomes) and other market forces.

Figure 34. Housing Occupancy in Sheboygan
Source: 2018 ACS 5-Year Estimates

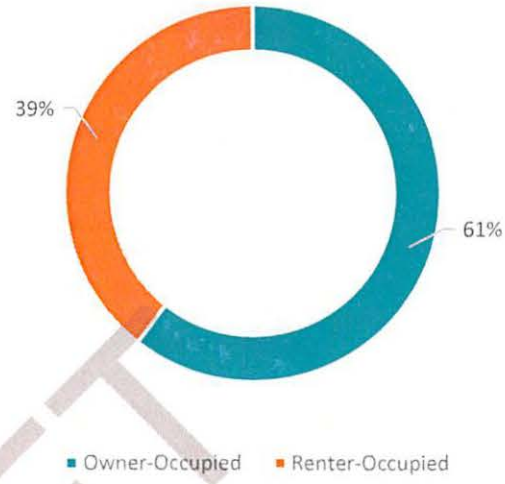


Figure 35. Affordability Thresholds for Renters in Sheboygan
Source: HUD 2020 Income Limits

FY 2020 Income Limit Area	Maximum Monthly Cost for Family of 4 (100% Median Income)	FY 2020 Income Limit Category	Persons in Family					
			1	2	3	4	5	6
Sheboygan, WI MSA (includes Sheboygan County, WI	$1,834	Extremely Low Income 30% AMI	$385	$440	$543	$655	$767	$879
		Very Low Income 50% AMI	$643	$735	$826	$918	$991	$1,065
		Low Income 80%AMI	$1,028	$1,175	$1,321	$1,468	$1,585	$1,703

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HOUSING STRESS

Cost burden in the City exists primarily with households at or below 50% median income, those considered very low or extremely low income. This signifies that the supply of rental units in the City has gaps in unit availability at the appropriate price points to serve this income group, despite the City appearing to have a surplus of units considered affordable to those earning 50% or less AMI. This reflects the generally older rental units available in the community, though rents are still not low enough to make these units affordable to the lowest income households and these units may be rented out by households who can technically afford to pay higher rents.

There is a significant housing gap at the top of the rental market, again due to the prevalence of older, more affordable units. There is an estimated undersupply of 1,015 units for those at 51-80% AMI and 2,075 units for those above 80% AMI. This indicates an opportunity to add higher-rent, higher-quality rental units to the market. Though it is important to remember that households in higher income brackets often choose to spend beneath their financial means for housing, and may see this as a reason to stay in Sheboygan. While Figure 39 shows a large gap in generally more expensive units, this is an overestimate of demand. There is demand for more expensive units, just not that many.

Figure 36. Cost Burdened Renters in Sheboygan and Surrounding Communities

Source: 2013-2017 CHAS

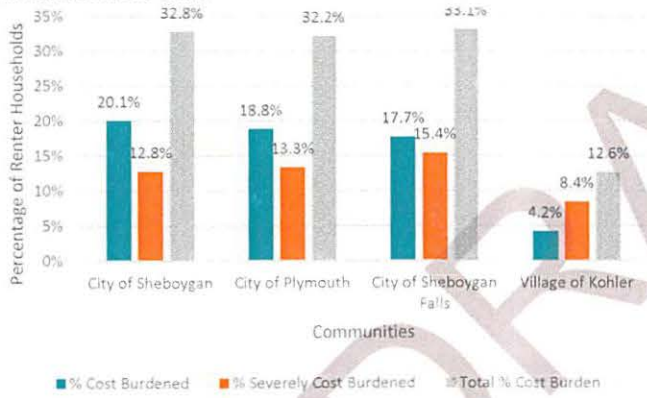


Figure 37. Renter Cost Burden by Household Income in Sheboygan

Source: 2013-2017 CHAS



Figure 38. Households by Income & Tenure in Sheboygan

Source: 2013-2017 CHAS



Figure 39. Rental Unit Mismatch in Sheboygan

Source: 2013-2017 CHAS

Income Level	Rental Units Available	Renter Households	Over-/ (Under-) Supply
0-30% AMI	1,800	1,705	95
31-50% AMI	5,210	2,200	3,010
51-80% AMI	1,320	2,335	(1,015)
>80% AMI	140	2,215	(2,075)

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RENTAL UNIT CONSUMPTION

The US Census and HUD assess, based solely on incomes and rent levels, how many households are over- and under-consuming housing. The previous figures in this chapter have suggested that higher-income households have been renting down in the market when securing housing, but what units are they actually occupying? The figure below shows that 13% of households above 80% median income are renting units affordable at 30% median income, 28% are renting units affordable at 50% median income.

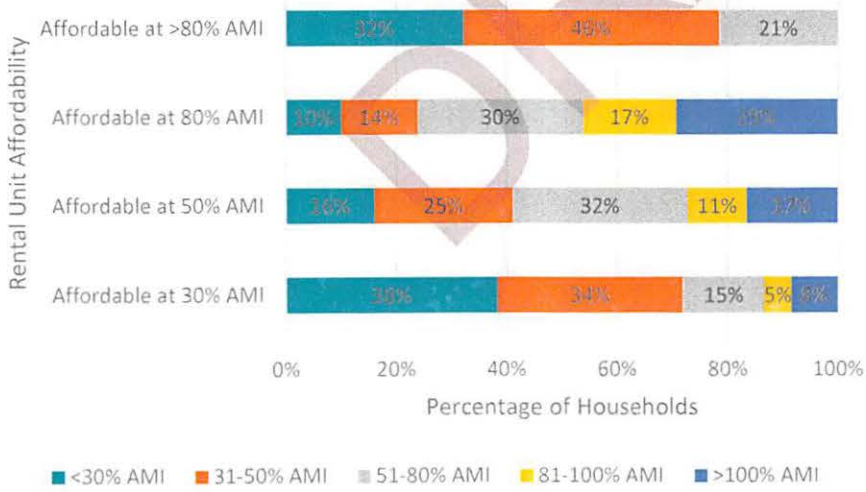
Sheboygan also has the reverse happening, households at lower incomes are renting beyond what is considered affordable to them. For households earning less than 30% median income, 16% are renting units affordable at 50% median income, 10% are renting units affordable at 80% median income and 32% are renting units affordable at greater than 80% median income. When households rent units that are more expensive than what they can afford, cost burden increases.

Adding more choices at appropriate price points will help guide consumers to desirable housing that can decrease cost burden among renters within the community.

The most common response among renters in the community survey in regards to important factors in deciding where they live was cost (84%). Just over 30% of these renters responded that in the past five years, they have had to forego other needs such as food, healthcare or childcare to continue to pay for housing. This further highlights affordability is an issue within the City and that there is a need for more rental units.

Forty-one percent (41%) of the renters who took the survey said if they were to move in the future they would look to rent housing, the remaining 59% would be most interested in ownership options (both conventional and condo). So in addition to focusing on providing more affordable rental units, there should be a focus on more affordable ownership units so those options are available too. The primary barriers to purchasing a home for renters who took the survey were lack of downpayment (58%), monthly payment would be too high (55%), and too much existing debt (42%). The City partners with Partners for Development, a local non-profit, to provide a downpayment assistance program that could be useful for those that lack funds for a downpayment.

Figure 40. Rental Unit Consumption by Income in Sheboygan
Source: 2013-2017 CHAS



31% of renters who responded to the community survey have had to forego other needs such as food, healthcare or childcare to continue to pay rent

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UNIT TYPES

There are different types of rental units available to provide choices in the housing market to meet the needs of current and potential residents in Sheboygan. Forty-eight percent (48%) of rental units within the City are found in single-family homes and duplexes. A slightly smaller percentage of the City's apartment units are found in buildings with more than 10 units (31%). Single-family and duplex home rentals are becoming increasingly popular due to the difficulty many people have in providing a downpayment or securing loan funding to purchase a home. These units offer an opportunity for people interested but unable to purchase a home, but with a tight supply of these homes, rents continue to increase.

Figure 42 indicates the number of bedrooms available in Sheboygan's renter-occupied housing units. Sheboygan has the highest number of 2+ bedroom units (5,809 total) compared to surrounding communities and these types of units make up 73% of its rental stock. Surrounding communities have fewer total rental units though 2+bedroom units make up a similar or larger percentage of the total rental stock. Plymouth is at 77%, Sheboygan Falls at 70%, and Village of Kohler at 95% of rental units with 2+ bedrooms. Something that came up repeatedly in focus groups is that there is a need for rental units for families with 3 or more bedrooms.

Sheboygan also has the highest number of efficiency and one-bedroom units (2,187 total, 27% of rental stock) compared to surrounding communities. The community with the next highest number of efficiency and one-bedroom units is Plymouth at 404 (23% of rental stock).

Figure 41. Rental Units by Type in Sheboygan
Source: 2018 5-Year ACS Estimates

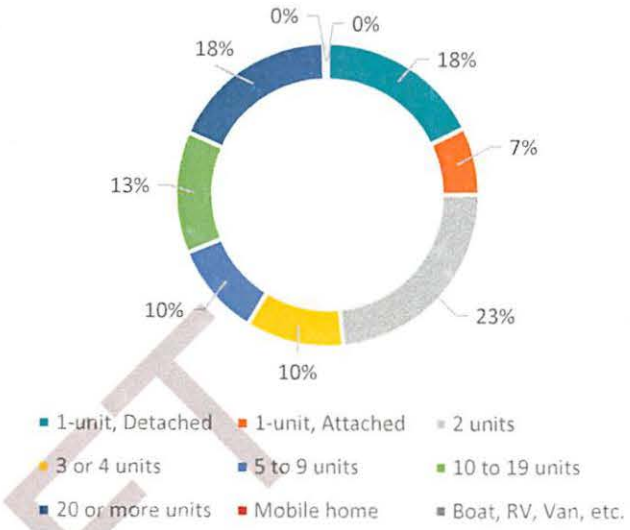


Figure 42. Rental Units by Bedroom in Sheboygan
Source: 2018 5-Year ACS Estimates

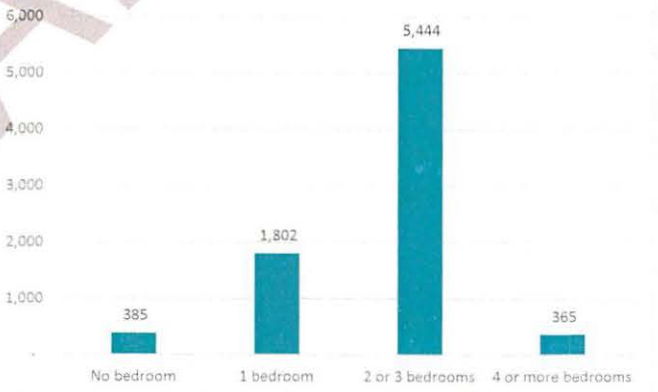
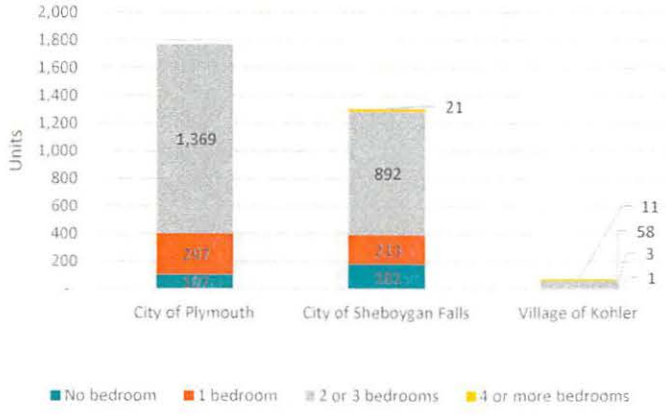


Figure 43. Rental Units by Bedroom in Surrounding Communities
Source: 2018 5-Year ACS Estimates



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COST

These smaller units are often the most affordable rentals available to the community.

For renters who took the community survey, 84% said that cost was an important factor when deciding to live at their current residence. Data shows that median rent in Sheboygan is lower than surrounding communities and Sheboygan County. Sheboygan's current median rent of $670 would be considered affordable to a household earning $26,800. For comparison, current median household income for renters in Sheboygan is $31,589. Thus, for a hypothetical household earning median income could afford more than 50% of the rental units available in Sheboygan. Despite Sheboygan having relatively low housing costs compared to surrounding communities, there is a concern of quality of units due to age. This was something that came up in both interviews and the community survey.

Median rents by bedroom also indicate that Sheboygan is relatively less expensive than surrounding communities.

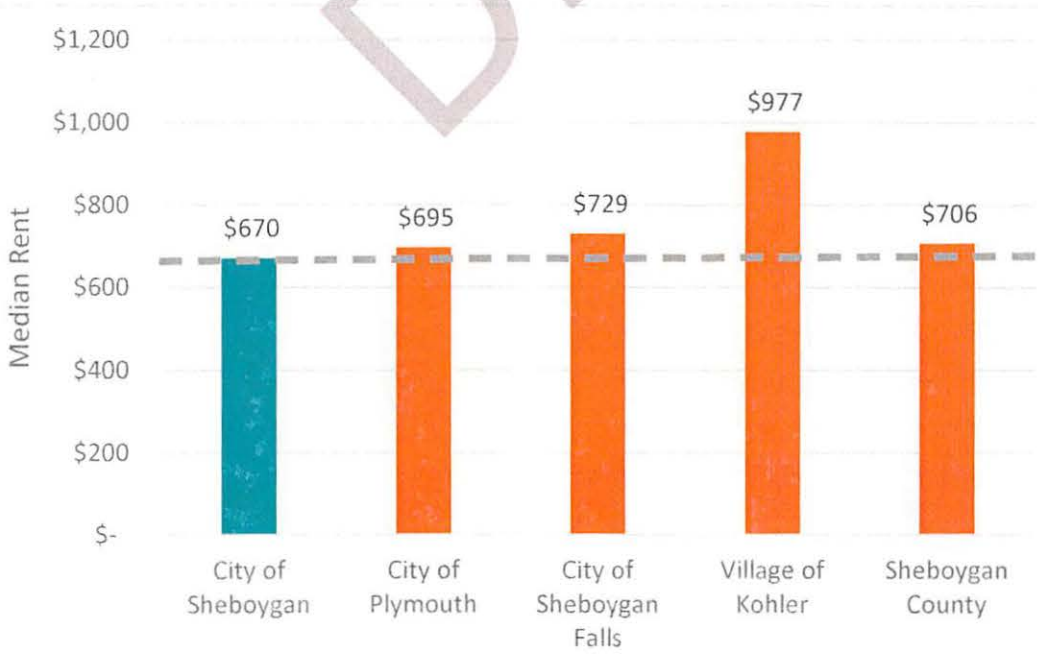
Figure 44. Median Rent by Bedroom in Sheboygan
Source: 2018 5-Year ACS Estimates



Figure 45. Current Unit Rents in Sheboygan
Source: 2018 5-Year ACS Estimates



Figure 46. Median Rent in Sheboygan and Surrounding Communities
Source: 2018 5-Year ACS Estimates



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AGE OF RENTAL STOCK

Sheboygan's rental market consists of a variety of housing types with different time periods of construction. Approximately 77% of the City's rental housing stock was built before 1980. Over 1,000 rental units are 120+ years old. Older units are typically more affordable to renters, while newer units offer opportunities to rent at a higher price point. Since 2015 there have been approximately 900 rental units constructed in the City, these are captured in the map to the right, but not the 5-Year ACS estimates below. See the following pages for location of multi-family units by age. The majority of the oldest units are located near downtown, while the newer units are located further out.

Older units in the City that are rental units have a risk of contaminants such as lead-based paint, however other health concerns come with age and compounded disrepair. Of respondents who took the survey, 50% of renters viewed their rental units as in either "excellent" or "good" condition. Thirty-nine percent (39%) of renters stated the condition of their units was "fair"– units are safe but there are recurrent, pending repairs needed and finishes are worn or dated. Anecdotal evidence from focus groups supported the idea that there is a concern about unit quality due to the general age of housing in the City. In particular, concerns about quality and livability of units for households who are low income and have few rental options available/ landlords who are willing to rent to them.

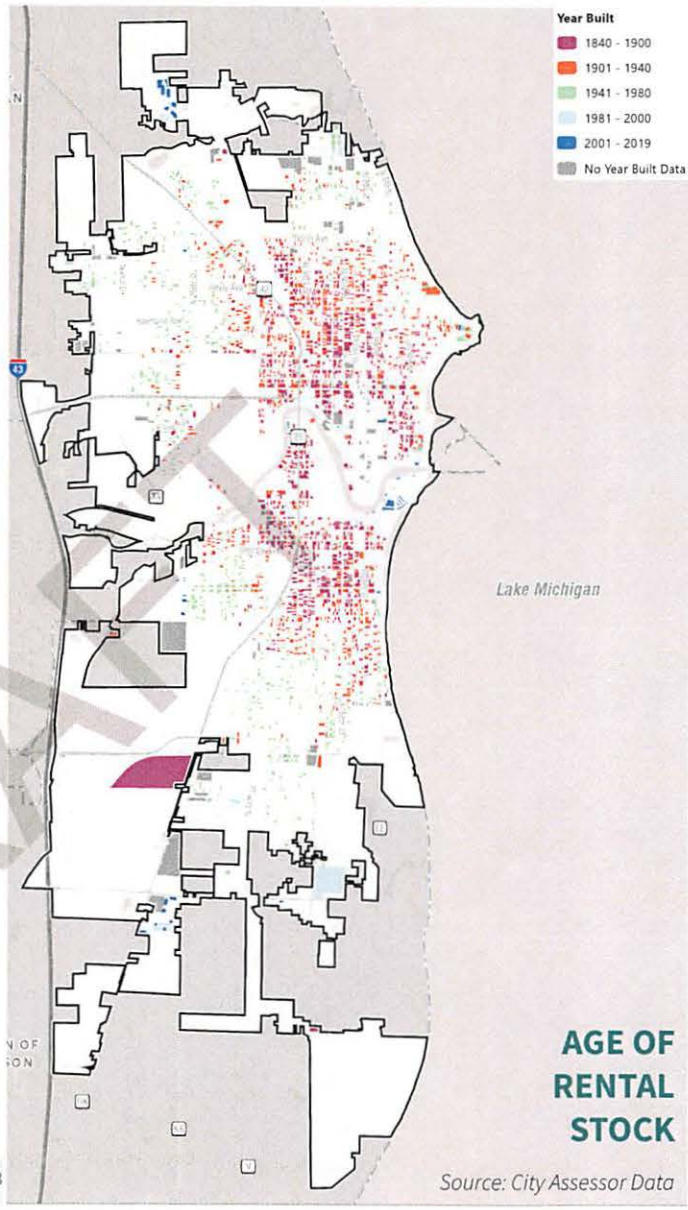
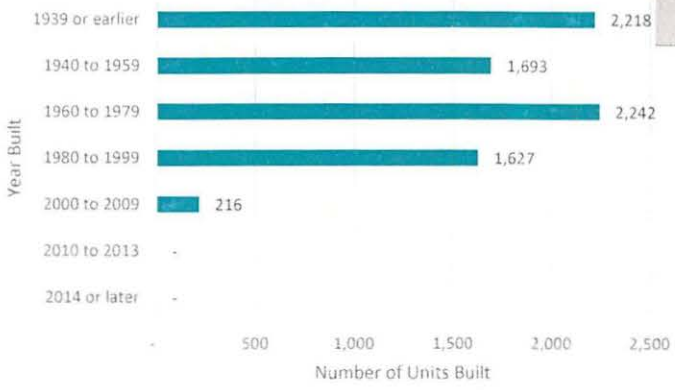


Figure 47. Year Built for Rental Units in Sheboygan*
Source: 2018 5-Year ACS Estimates



**Based on City data there have been approximately 902 rental units constructed in the City between 2015 and 2020 which are not captured in these ACS estimates*

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AGE & COST

Ranges of rental unit price show that most units in Sheboygan rent for between $500 and $999. Few units rent for $1,500 or higher, a reflection of the aging housing stock. A Market Study completed in 2019 by JLL for an affordable housing development in the City looked at the average market rate rent by decade of construction. See table below. Many of the City's rental units were built before 1980, with average market rate rents at $799 or below. Based on this data there are approximately 400 more units available at the $704-$828 price point (built 1980-2000) than there are households at that affordability level. There are also approximately 1,252 more units available at the $619-$641 price point (built 1960-1970) than there are households for at that affordability level. Based on data from the study, there are approximately 327 more households for which

Figure 48. Average Market Rate Rent by Decade of Construction
Source: 2019 JLL Market Study and 2018 5-Year ACS Estimates

Decade of Construction	Total Units in City	Average Market Rate Rent	Gross Annual Income at Which Rent is Affordable	Renter Households at Income Level
2010's	902*	$1,210	$48,400	1,229
2000's	216	$828	$33,120	1,446
1990's	829	$704	$28,160	
1980's	798	$799	$31,960	
1970's	1,398	$641	$25,640	990
1960's	844	$619	$24,760	

**County records indicate 902 multifamily units constructed in the City between 2015 and 2020*

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VACANCY

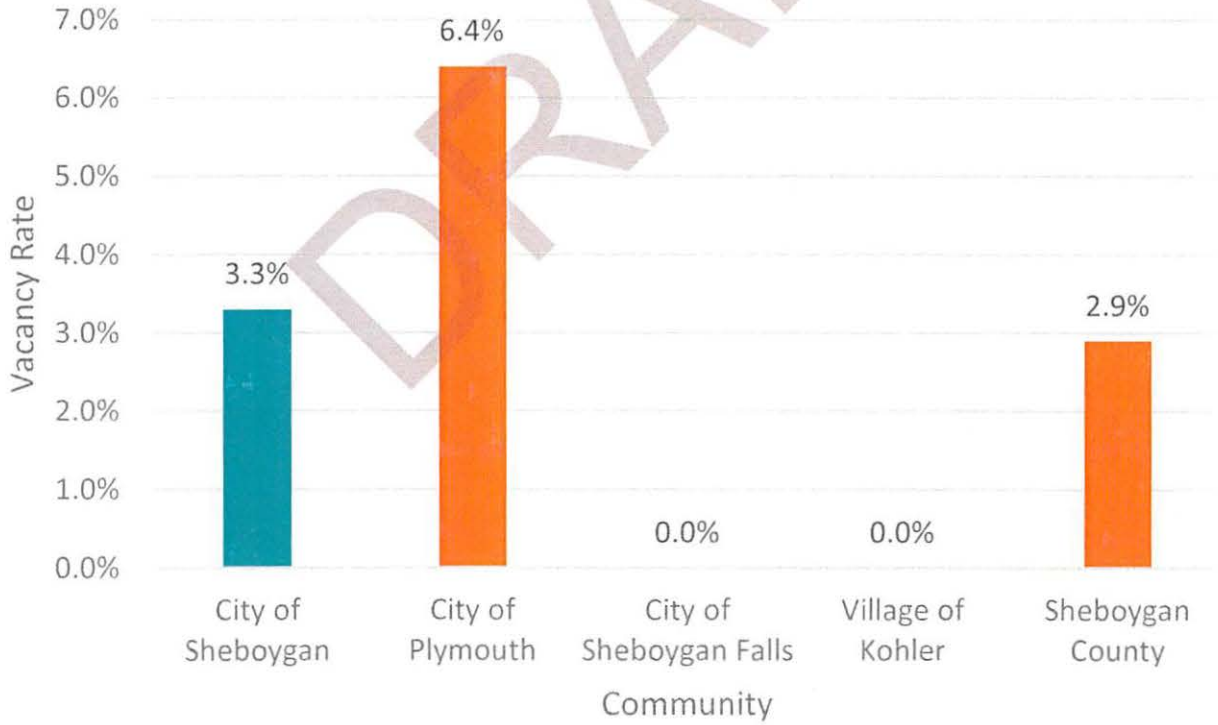
the $1,210 price point (built 2010's)is affordable than there are units available, indicating an opportunity to draw higher-income households into new housing.

Vacancy rates are an important measure of the balance between housing demand and supply in a community. A typical healthy vacancy rate for renters is around between 5% and 7%. This number is typically higher than the homeowner vacancy rate because rental units are more likely to sit vacant between renters. A rental vacancy rate around 5-7% is an appropriate balance between supply and demand, with enough available units to offer renters choice and the ability to move in somewhere right away. If the rental vacancy rate falls, it is harder for renters to find units and easier for landlords to raise rents.

The 5-Year ACS estimates for vacancy rates contain a significant margin of error (greater than 45% for Sheboygan and surrounding communities), so numbers should be reviewed cautiously. Sheboygan's rental vacancy rate is 3.3%, which is lower than desirable. This estimate might not be too far off; a number of interviewees noted that supply for rental units is tight for all types of units, but particularly those in the $600-$700 month range. Increasing supply and increasing the rental vacancy rate in Sheboygan would be healthy for the housing market—this would give more choices for potential residents who are looking to move to the City, and provide more options for current and future residents to self-select into housing that is appropriate in size and price point.

A market study completed for The Oscar in Sheboygan in 2019 indicated there is an occupancy rate of 98% for market rate housing and 99% for affordable housing in Sheboygan and surrounding communities, confirming that vacancy rates are likely low.

Figure 49. Rental Vacancy Rates for Sheboygan and Surrounding Communities
Source: 2018 5-Year ACS Estimates



Note: The 5-Year ACS estimates for vacancy rates contain a significant margin of error (greater than 45% for Sheboygan and surrounding communities), so numbers should be reviewed cautiously.

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MARKET TRENDS

Real-time data on the multi-family apartment market can be obtained from CoStar, a commercial real estate information company. This data is pulled from property advertisements online, primarily the apartments.com network. For the City of Sheboygan CoStar identified around 3,340 units available as of October 2020. This is only a sampling of rentals as the 2018 5-Year ACS Estimates show that they City has close to 8,000 rental units.

As of October 2020, the vacancy rate for the City of Sheboygan was 1.9%, much lower than 2018 5-Year ACS estimates and a full percentage lower than CoStar showed in October 2019. As shown in the table on the following page, this low vacancy rate is the highest it has been in the last 10 years.

Related to a low vacancy rate, market rent per unit is showing a ten year high at an average of $859 per month, although annual rent growth is only at 1.3%.

Capitalization rate is another indicator to determine rate of return on a property–signaling how risky of an investment a property is. The calculation is the property's net operating income divided by the property's market value. As of October 2020 the market cap rate for the multi-family apartment market in the City was 7.39%, the lowest this measure has been in the last ten years. This indicates that these units are currently less profitable than they have been in recent years.

CoStar's analysts also make forecasts for the multi-family apartment market. One set of metrics it forecasts is vacancy rate and average rent per unit. The chart on the following page shows that rents are expected to decrease between 2020/2021 but then continue to rise from 2021 to 2024. There is a similar forecast for vacancy rate–a drop in 2020 and then increase through 2024.

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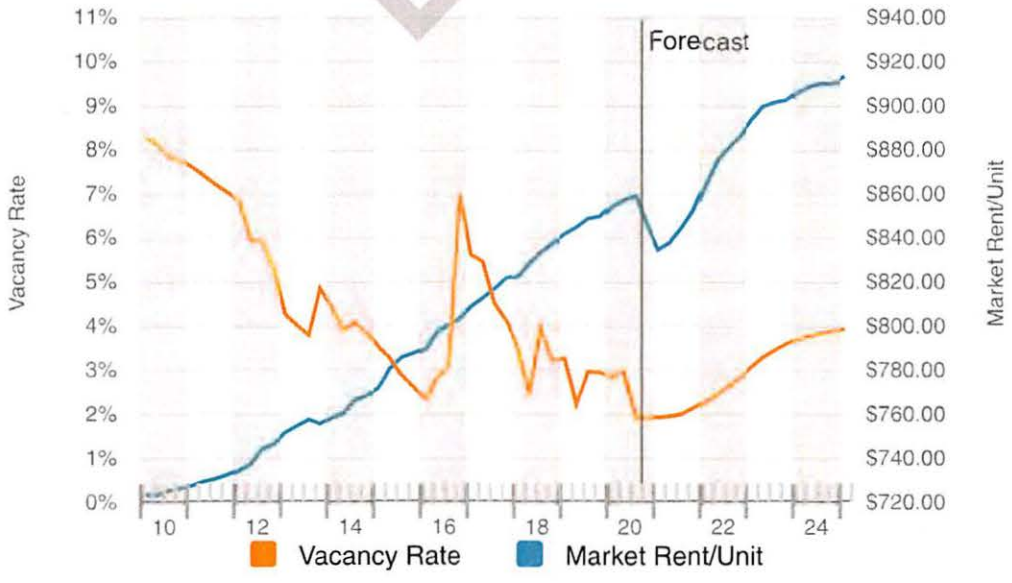
MARKET TRENDS

Figure 50. Key Performance Indicators for Multi-Family Apartment Market in Sheboygan
Source: CoStar–accessed October 2020



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Vacancy & Market Asking Rent Per Unit

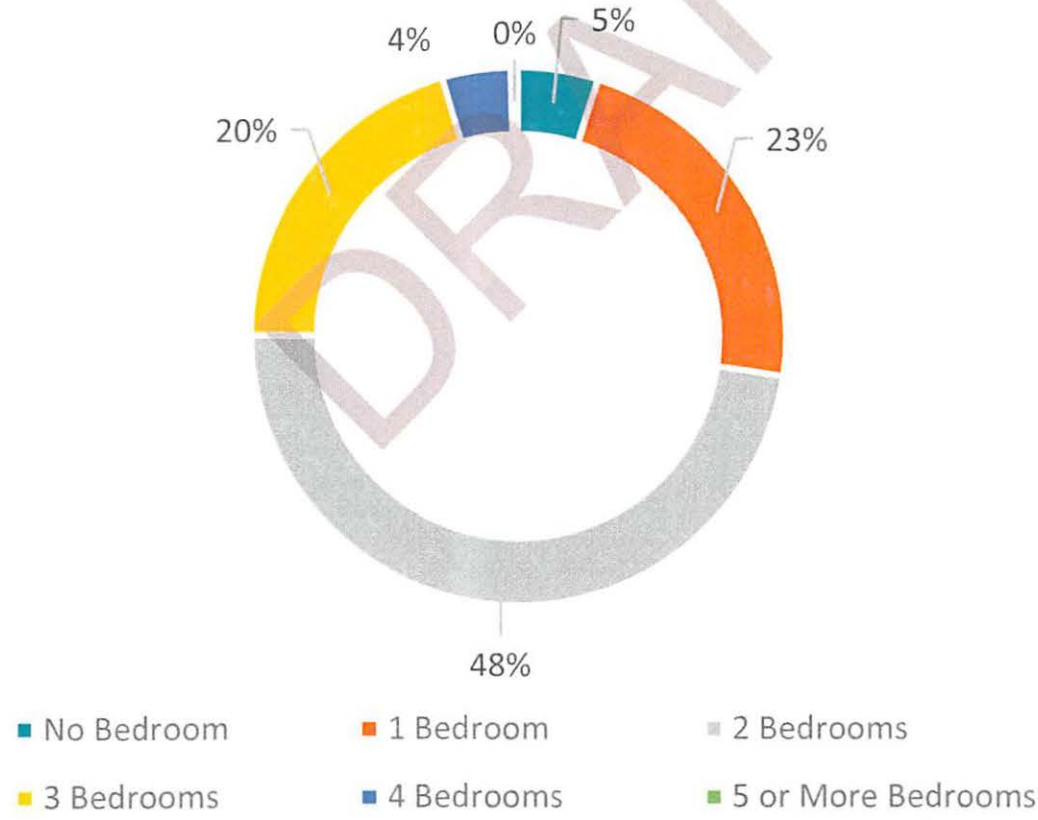


SIZE

Household size is important to the housing market, as larger households require units with more bedrooms so as not to be overcrowded (more than one person per room). Smaller units, efficiencies and one-bedroom units serve to provide the most affordable option for households with one to two people. Currently, 5% of rental units in Sheboygan are considered crowded. While renter households generally have smaller household sizes, Sheboygan growth trends have shown increasing household sizes between 2010 (2.09) and 2014 (2.27) but then a decrease between 2015 (2.27) and 2018 (2.16). The continued need for larger apartment units is reinforced by interviewees who noted there is a lack of units with three or more bedrooms in Sheboygan.

Within the City, 25% (1,993) of rental units contain three or more bedrooms. Although in the long-term, household size is projected to decline, the submarket for larger family apartments is still an important component to new development in the City as reinforced by interviews.

Figure 51. Renter Occupied Units by Bedroom in Sheboygan
Source: 2018 5-Year ACS Estimates



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DEVELOPMENT EXAMPLE

Over the past six years there have been 10 multifamily projects built in the City of Sheboygan, totaling 902 rental units. Three of these projects received federal support through a loan or tax credits to support the creation of affordable units. These developments represent an additional $138 Million of value added to the City. Cost per unit ranged from $58,000 to $200,000 with a median of approximately $130,000. The development example on the following page uses a median per unit cost of $130,000 to determine what a breakeven rent payment for this unit would be.

Anecdotal evidence from an interview with one of the affordable housing developers from the projects below suggests that their affordable development currently has no vacancy for the units that have been constructed to date.

Figure 52. New Multifamily Projects in the City of Sheboygan
Source: SCEDC

Year	Project	Developer	Cost per Unit
2015	Meadowland Vilas	Northern Management	$57,955
2016	Portscape Apartments	Horizon Resource Group	$134,091
2016	Washington School*	Gorman	$190,476.19
2016	Encore Apartments	Oakbrook Corporation	$125,000
2018	Luxe -Sheboygan	Gottsacker	--
2018	High Pointe	LCM Funds	$164,835
2019	7th & Penn. Ave.	Cardinal Capital	$196,969.70
2018	Badger State Loft*	KCG Development LLC	$271,186.44
2019	Kingsbury Village	Van Horn Development	$183,333
2020	The Oscar *	Green Street Development	$149,193.55

**Section 42 or HUD Guarantee project*

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DEVELOPMENT EXAMPLE

The following analysis shows estimated costs for a new one-bedroom apartment in Sheboygan. Costs include construction costs, taxes, operating expenses and reserves for maintenance and vacancies. A break even monthly rent for this unit would be $1,300. The table at the bottom of the page shows that this unit would not be considered affordable for any low-income household that is not overcrowded.

If not subsidized to lower rents, new construction can offer expanded housing opportunities for those with higher levels of income, which can free up housing at lower price points.

Figure 53. 1-Bedroom Rental (New Construction)

Source: MSA Calculations

Typical 1-Bedroom Rental Construction & Land Cost = $130,000			
Equity to Cost Ratio	20%	**Loan to Cost Ratio**	80%
Required Equity	$26,000	**Mortgage Loan**	$104,000
Annual Pre-tax Distribution Rate	10%	**Mortgage Interest Rate**	4%
Cash Payments for Equity	$2,600	**Debt Service**	$6,000
Net Operating Income		$8,600	
Operating Expenses (2%)		$2,600	
Real Estate Taxes (2019 Effective Tax Rate of .025718)		$3,350	
Replacement Reserve		$300	
Effective Gross Value		$14,850	
Vacancy (5% required assumption)		$740	
Gross Potential Income		$15,590	
Breakeven Annual Rent		**$15,590**	
Breakeven Monthly Rent		**$1,300**	

Figure 54. Affordability for 1-Bedroom Rental New Construction

Source: HUD 2020 Income Limits

FY 2020 Income Limit Area	Maximum Monthly Cost for Family of 4 (100% Median Income)	FY 2020 Income Limit Category	Persons in Family					
			1	2	3	4	5	6
Sheboygan, WI MSA (includes Sheboygan County, WI	$1,834	Extremely Low Income 30% AMI	$385	$440	$543	$655	$767	$879
		Very Low Income 50% AMI	$643	$735	$826	$918	$991	$1,065
		Low Income 80%AMI	$1,028	$1,175	$1,321	$1,468	$1,585	$1,703

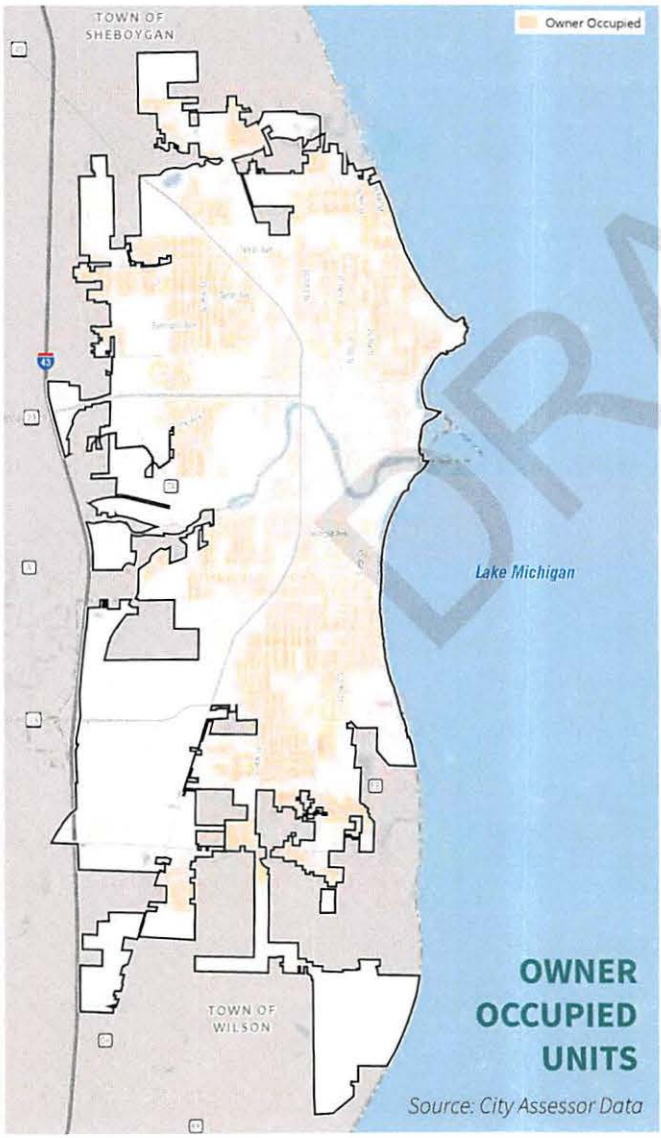
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CHAPTER 5

OWNERSHIP MARKET

OVERVIEW

Owner-occupied units comprise 61% of all units within Sheboygan. The most common type of ownership property is single-family homes (90% of all owner occupied units). Other less common owner-occupied unit types include duplexes, townhomes (often condominiums) and mobile homes.



KEY DATA

- Median home value in Sheboygan is low compared to surrounding communities at $109,700.
- 18% of owner households in Sheboygan are cost burdened. The majority of cost burdened owner households are at or below 50% of the Area Median Income (AMI).
- Higher income households have been "buying down" in the market–occupying homes that are most affordable for those earning the lowest incomes.
- The real estate market shows the supply of single-family detached homes is tight, and there is increasing demand for duplexes and condos.
- The City partners with Partners for Community Development, a local non-profit, to provide a local downpayment assistance program.

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AFFORDABILITY

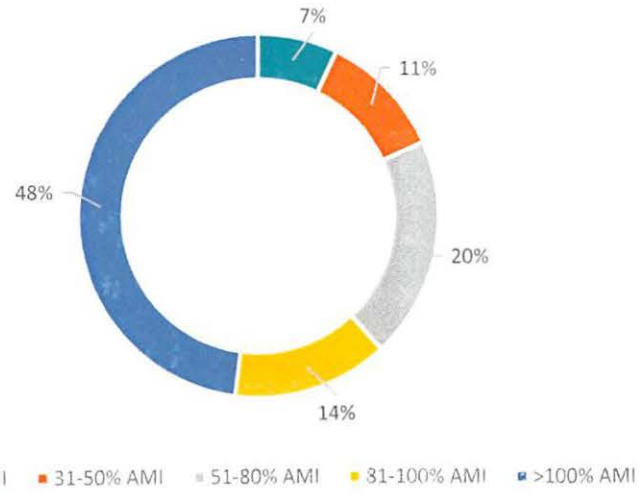
Household income is key to discussions about housing affordability, as income determines purchasing power Using HUD's income limits, the table below shows the general purchase price a household could afford without becoming housing cost burdened (more than 30% of gross income paid toward housing). These amounts vary based on household income and household size. For a household of four earning 100% median income, $73,375, a purchase limit of $281,000 is considered affordable. Assumptions under this scenario are for a 30-year fixed mortgage and assume a 5% downpayment, a 4.0% interest rate, home insurance, PMI (private mortgage insurance) and a 1.2% property tax.

While approximately two-thirds (62%) of homeowners earn more than 80% median income, 38% of home owners are considered low-, very low- or extremely low-income. Often these lower-income populations are aging homeowners who have entered retirement and have seen significant loss in income, which brings new challenges. Although these owners may own their homes free and clear, they often struggle with property tax payments, upkeep and other factors of homeownership that require continual maintenance funds and/or physical requirements.

Figure 55. Affordability Limits in the Ownership Market in the Sheboygan Area
Source: HUD 2020 Income Limits

FY 2020 Income Limit Area	Maximum Home Purchase Price for Family of 4 (100% Median Income)	FY 2020 Income Limit Category	Persons in Family					
			1	2	3	4	5	6
Sheboygan, WI MSA (includes Sheboygan County, WI	$281,000	Extremely Low Income (30% AMI)	$48,000	$52,000	$68,000	$86,000	$104,000	$122,000
		Very Low Income (50% AMI)	$84,000	$99,000	$114,000	$129,000	$140,000	$157,000
		Low Income (80% AMI)	$146,000	$175,000	$198,000	$222,000	$241,000	$260,000
		Median Income (100% AMI)	$192,000	$222,000	$252,000	$281,000	$305,000	$329,000
		120% AMI	$234,000	$270,000	$305,000	$341,000	$369,000	$398,000

Figure 56. Income Levels for Homeowners in Sheboygan
Source: 2013-2017 CHAS



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HOUSING STRESS

Generally when a housing market is "tight", or competitive, this drives costs up for consumers and makes it harder for households without downpayment savings. As compared to renter households, owner-households typically experience cost burden less frequently. This can be explained by a couple of factors—including homeowners earning higher incomes and 33% of homes being owned free and clear (no mortgage) in Sheboygan. Homeownership also has barriers to entry, so people must qualify to buy by meeting underwriting standards. These standards serve to minimize risk by ensuring adequate income, increased access to credit, etc.

When compared to surrounding communities, Sheboygan experiences lower cost burden among homeowners (18%) than all communities with the exception of the City of Plymouth (also 18%). Of those experiencing cost burden in the City, 7% are severely cost burdened (greater than 50% of income toward housing costs).

Cost burden in the City exists primarily with owner households at or below 50% median income, those considered very low or extremely low-income. Although cost burden is more prevalent for these lower-income households, there is an oversupply of 5,985 homes available at the 0-50% median income threshold, likely due to the age of the housing stock.

There is a significant shortage at the upper end of the owner market, an undersupply of 6,565 units for those at greater than 80% median income. This indicates an opportunity to provide more moderately- and higher-priced housing that is affordable and desirable to these income groups. Those homebuyers with higher incomes are therefore competing with lower-income households for homes that those with lower incomes could otherwise afford. When higher-income households compete with lower-income households, they have the financial flexibility to offer more money or better terms to sellers, forcing lower-income households to look elsewhere or to rent housing instead. The competition for units and lesser options at lower incomes can be a frustration for renter households who are hoping to buy into owner-occupied housing.

Of the renters who took the community survey, 22% said they were planning on purchasing a home somewhere in the next 2-3 years and 37% were unsure whether they would. Most respondents who said they would likely purchase a home had downpayments of no more than $10,000, or using an example, 10% down on a $100,000 home. This further emphasizes the importance of having affordable options ready for when renters decide to move into owner-occupied housing.

Figure 57. Cost Burdened Homeowners in Sheboygan and Surrounding Communities

Source: 2013-2017 CHAS

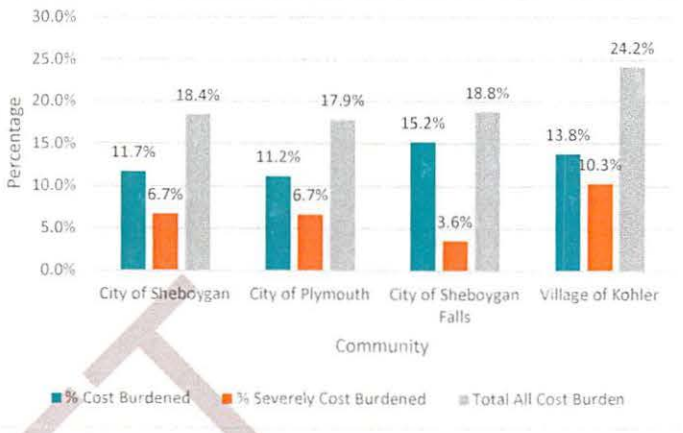


Figure 58. Owner Cost Burden by Household Income in Sheboygan

Source: 2013-2017 CHAS



Figure 59. Ownership Unit Mismatch in Sheboygan

Source: 2013-2017 CHAS

Income Level	Ownership Units Available	Owner Households	Over-/ (Under-) Supply
0-50% AMI	8,225	2,240	5,985
51-80% AMI	3,055	2,410	645
81-100% AMI	690	1,705	(1,015)
>100% AMI	295	5,845	(5,550)

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HOMEOWNERSHIP UNIT CONSUMPTION

The US Census and HUD assess how many households are over- and under-consuming housing. The previous graphs and tables in this chapter have suggested that higher-income households have been purchasing down in the market or looking outside of Sheboygan when securing housing, but what units are they actually occupying? Figure 52 shows that 57% of units affordable at 50% median income are being purchased by households earning greater than 80% median income. These homes are affordable to higher-income households and provide desirable ownership options for high-income earners. However, it does provide increased competition that precludes lower-income earners from entering the ownership market.

Sheboygan also has the reverse happening, households at lower incomes are owning beyond what is considered affordable to them. Twenty percent (20%) of units affordable at greater than 100% median income are being owned by households at or below 50% median income. However, the ownership market is primarily dominated by households earning over 100% median income. These households are generally under consuming in the housing market—the percentage of their income spent on housing costs is relatively low. While this is beneficial to individual households, it strains the market and ultimately increases sale prices in all housing price ranges and removes more affordable housing options for lower-income households. Affordable owner and renter opportunities were confirmed as one of the top unmet housing needs in Sheboygan right now in the community survey and focus groups.

Overall, 33% of ownership units in Sheboygan are units without a mortgage (assumed to have been purchased 15 or more years ago). Of the 33%, 54% of these units are owned by households considered low-income. This reflects the prevalence of low-/fixed-income retirees among those who own a home without a mortgage. A number of these aging homeowners are staying in place, at least for the time being, which puts a strain on the available housing stock as new residential construction has lagged behind demand. This is confirmed by ACS estimates that show 54% of owners without a mortgage are 65 years and over. Twenty-four percent (24%) are those age 55 to 64, some of whom will choose to age in place and others will search for other housing options in the community (such as apartments or smaller homes) as they get older.

Figure 60. Homeownership Unit Consumption by Household Income in Sheboygan

Source: 2013-2017 CHAS

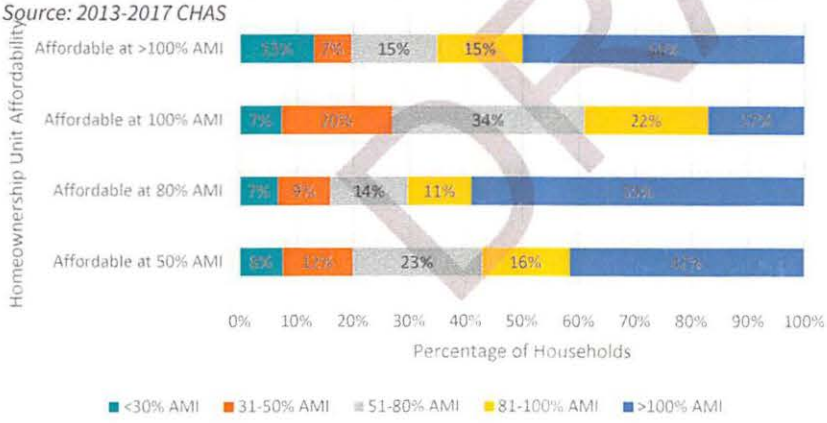


Figure 61. Ownership Unit Household Occupancy by Mortgage Status

Source: 2013-2017 CHAS

		Household Income				
	Unit Affordability	**0-30% AMI**	**31-50% AMI**	**51-80% AMI**	**81-100% AMI**	**>100% AMI**
Units with a Mortgage	Affordable at 50% AMI	195	515	1,190	925	2,695
	Affordable at 51-80% AMI	140	115	230	210	1,415
	Affordable at 81-100% AMI	0	25	35	20	365
	Affordable at >100% AMI	0	0	0	10	35
Units without a Mortgage	Affordable at 50% AMI	425	490	685	355	710
	Affordable at 51-80% AMI	65	165	190	135	390
	Affordable at 81-100% AMI	15	15	35	25	160
	Affordable at >100% AMI	30	15	35	25	80

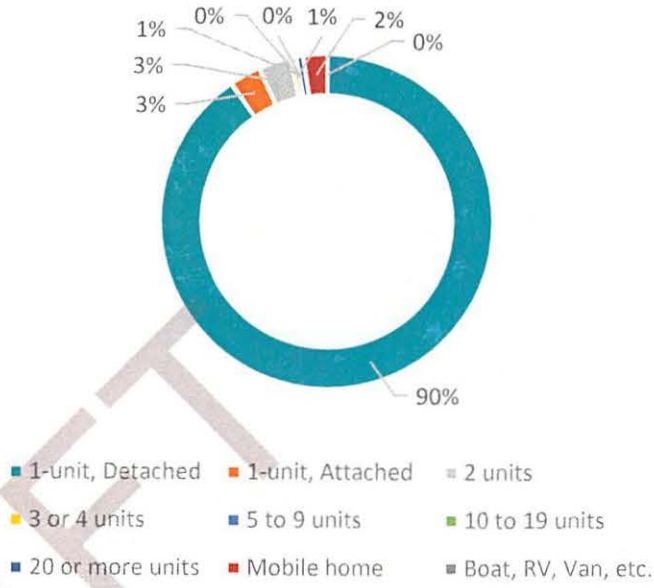
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UNIT TYPES

Ownership unit type distribution shows that the majority of owner households live in single-unit, detached homes (90%). The remainder of owner households are living primarily in town homes (often condo ownership), duplexes and mobile homes.

While the condo market is currently small in the City, the lack of condos offers an opportunity for more affordable housing ownership. Especially as the cost to build new homes increases and the desire for homeownership remains strong, alternatives to the single-family detached dwelling are an important part of the solution to affordable ownership. The desire for condos is something that multiple interviewees noted.

Figure 62. Owner-Occupied Housing Units by type for Sheboygan
Source: 2018 5-Year ACS Estimates



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HOUSING COST

An important aspect of the housing market study is the cost of supply. The figure below indicates the median value for owner-occupied units, as estimated by the ACS. While cost and value are not strictly synonymous, in the housing market they are typically aligned. This figure shows that compared to surrounding communities, housing in the City is relatively affordable at the low end of the regional market. This does not reflect the cost of new housing units in particular (built since 2018).

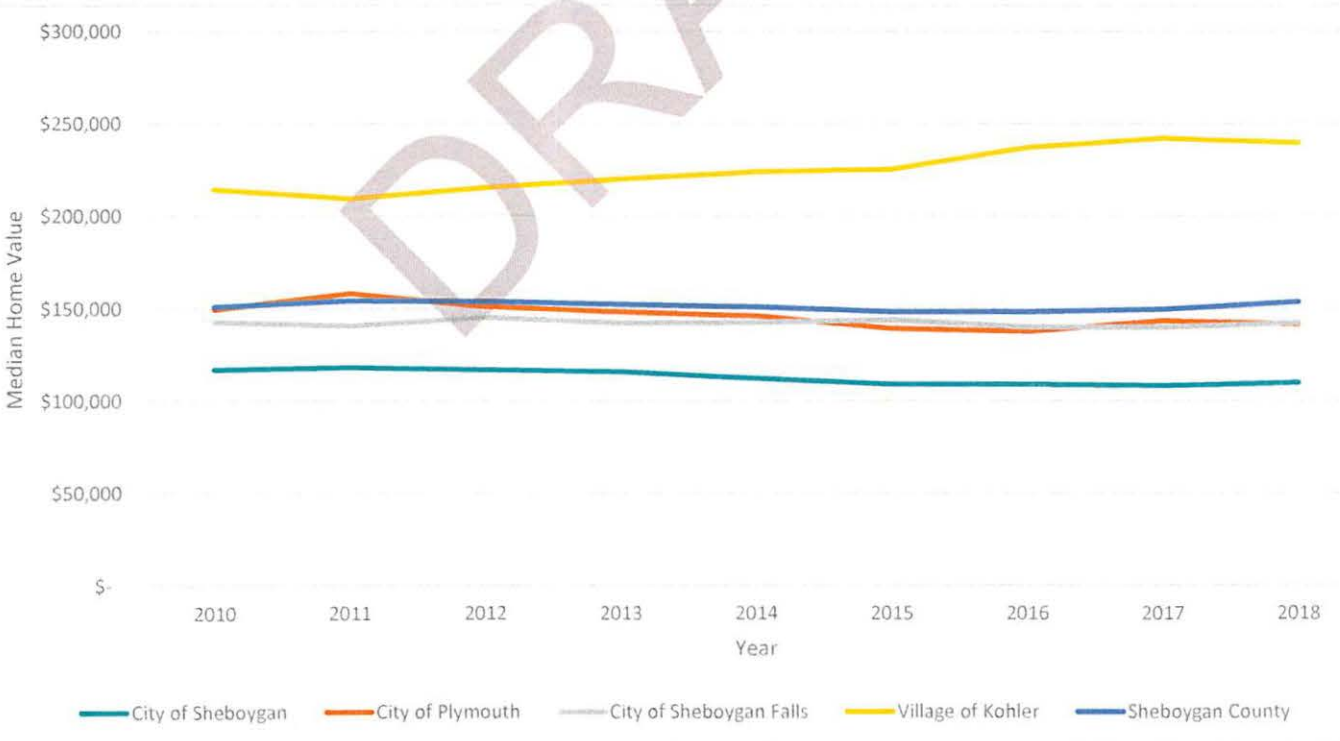
Sheboygan's housing values decreased by approximately 7% between 2010 and 2015 and finally increased 1% between 2015 and 2018. Despite the increase, median value is still not back to 2010 levels ($109,700 in 2018 compared to $117,000 in 2010).This can be explained by a lack of new construction and an aging housing stock. The increase in median values is explained by an increase in price simply due to demand outstripping supply.

Many of the interviews with housing experts echoed that one of the positive attributes of housing in Sheboygan is its affordability, due to the age of housing in the City. Although many feel housing is generally affordable, quality was brought up as an issue due to lack up maintenance and upkeep. When survey respondents were asked if they planned to move in the future, what type of structure would appeal most to them, 40% said they were interested in older, detached single-family housing, while 31% indicated they would look for new construction, detached single-family homes. The older housing stock will continue to be a draw to existing and future residents.

Note: ACS estimates are based on a sample polling of homeowners, so these estimates do include error. Housing price data from the Multiple Listing Service (MLS) is based on actual sales data and will be presented as well.

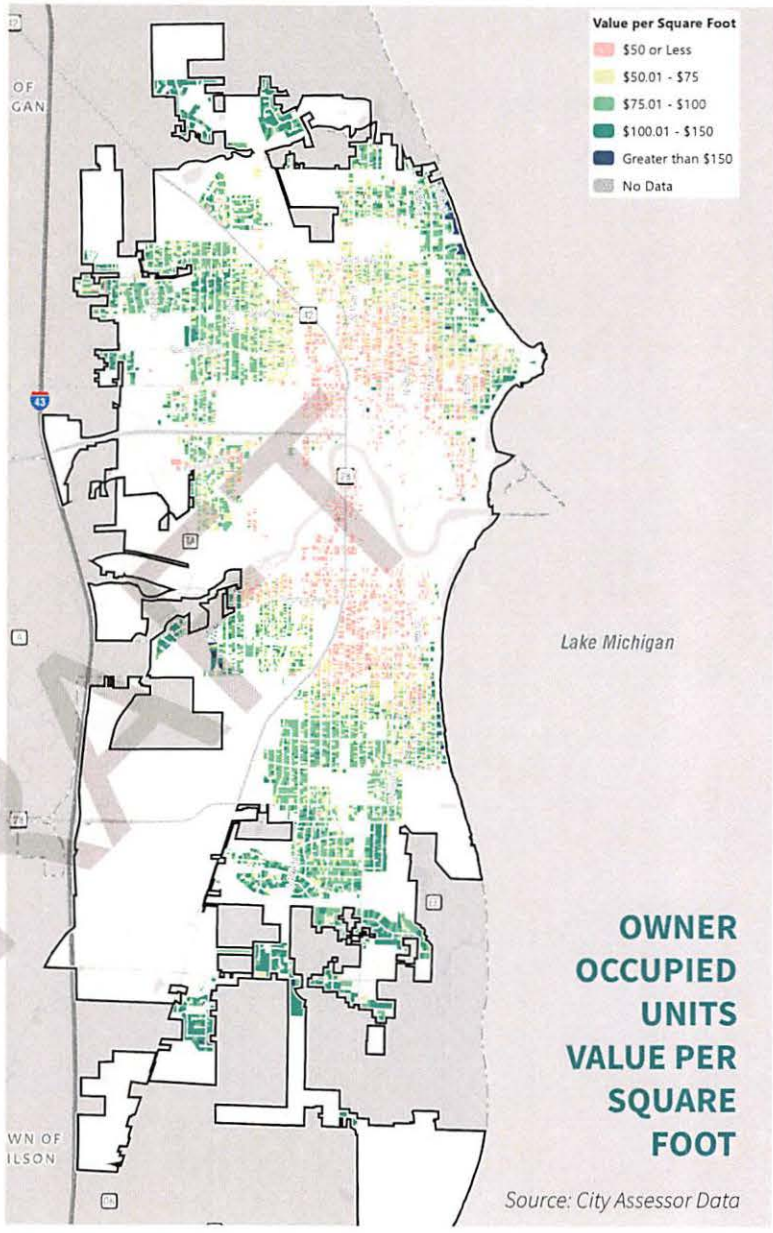
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Figure 63. Median Value of Owner Occupied Housing Units in Sheboygan and Surrounding Communities
Source: 2018 5-Year ACS Estimates



SPATIAL AFFORDABILITY

Home value per square foot, based on assessment data, is mapped on the right, showing the more affordable ownership options are located at the core of the City (which also coincides with the location of older units). The homes with the highest values per square foot are located at the edges of the City and correspond to newer development. Ensuring a range of owner options at different price points throughout the City will allow households at various income levels to look for housing in a wider variety of locations.



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AGE OF OWNER OCCUPIED HOUSING

Approximately 96% of the City's rental housing stock was built before 1980, and 35% was built 1939 or earlier. Older units are typically more affordable, while newer units offer opportunities at a higher price point. The majority of the oldest units are located near downtown, while the newer units are located further out.

Older units in the City are often more affordable up front, but require more costly repairs/upkeep after purchase. Of respondents who took the survey, 83% of owners viewed their homes as in either "excellent" or "good" condition. Sixteen percent (16%) of owners stated the condition of their units was "fair"–units are safe but there are recurrent, pending repairs needed and finishes are worn or dated. Anecdotal evidence from interviewees reinforced the finding that much of the City's owner-occupied housing is older, and consequently more affordable. There were some concerns about the quality of these units and in particular for those households who need to make repairs but are unable to due to financial circumstances.

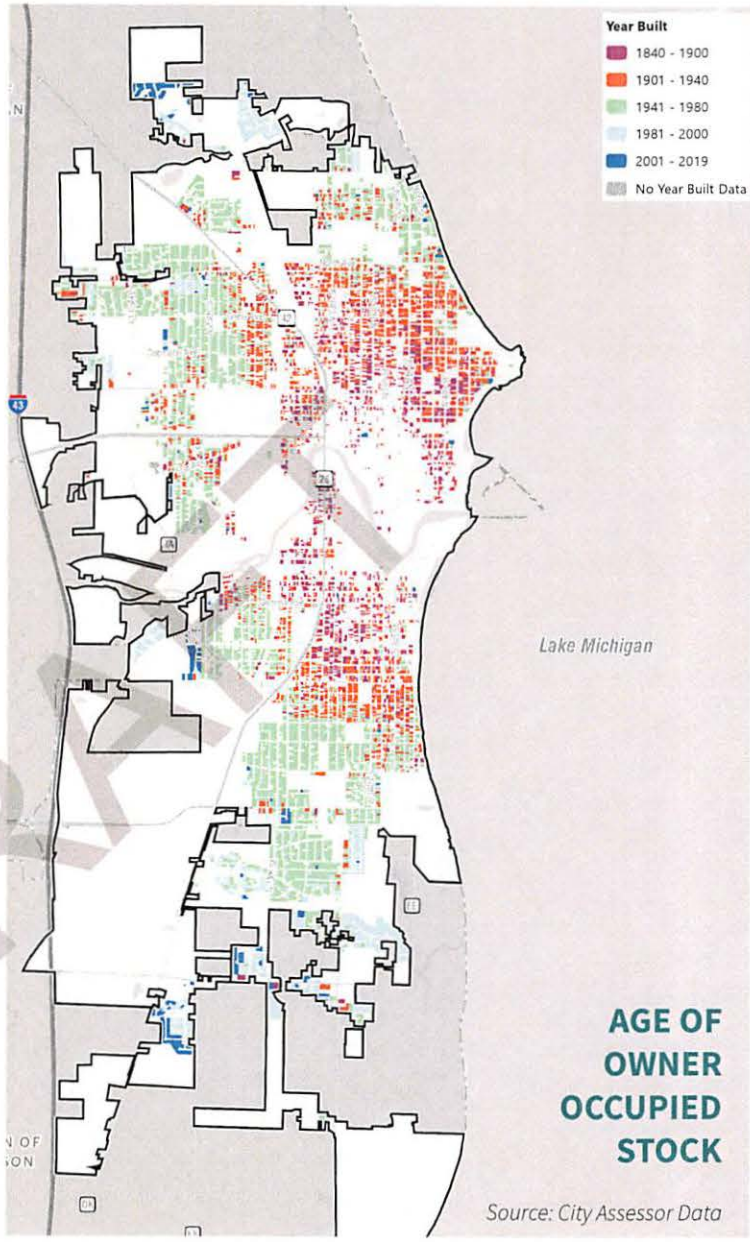
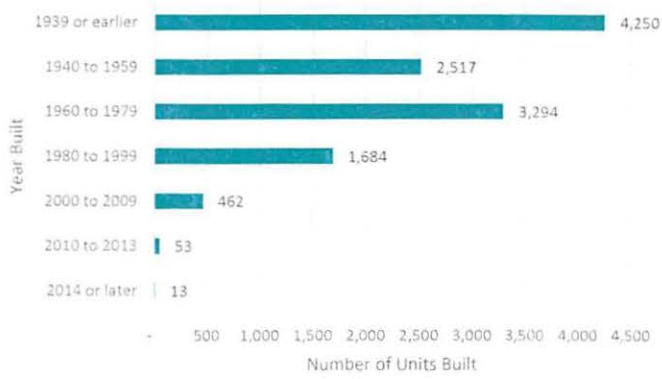


Figure 64. Year Built for Owner Units in Sheboygan
Source: 2018 5-Year ACS Estimates



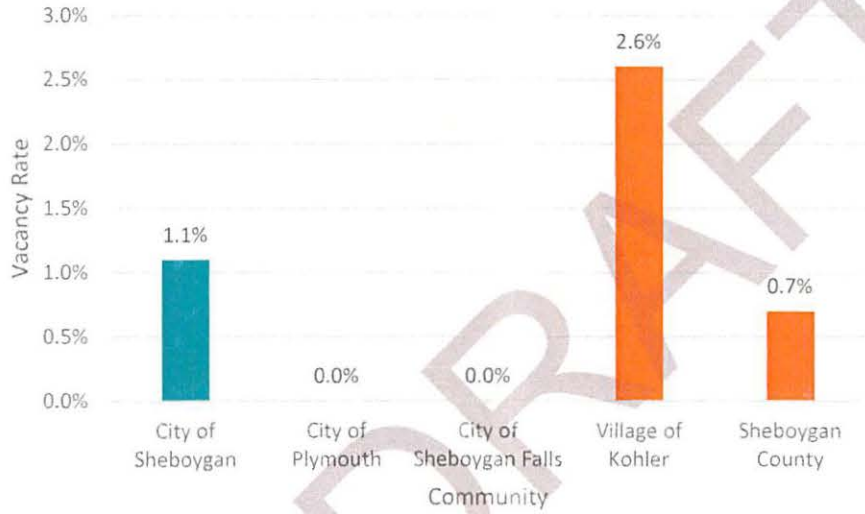
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VACANCY

A typical healthy vacancy rate for renters is around 2%. This number is typically lower than the renter vacancy rate because homeowners tend to continue living in homes that are on the market, and vacancy between owners if typically brief. Extended home vacancy that shows up in the vacancy statistic is typically due to circumstances such as job relocation or foreclosure.

The 5-Year ACS estimates for vacancy rates contain a significant margin of error (greater than 45% for Sheboygan and surrounding communities), so numbers should be reviewed cautiously. Sheboygan's homeowner vacancy rate is 1.1%, which is lower than desirable. This estimate might not be too far off; data from the MLS shown on the following two pages also shows supply is tight. Increasing supply and increasing the homeowner vacancy rate in Sheboygan would be healthy for the housing market—this would give more choices for potential residents who are looking to move to the City, and provide more options for current and future residents to self-select into housing that is appropriate in size and price point.

Figure 65. Homeowner Vacancy Rates in Sheboygan and Surrounding Communities
Source: 2018 5-Year ACS Estimates



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MARKET TRENDS

Detached Single-Family Homes

When comparing housing values to sale prices of detached single-family homes on the Multiple Listing Service (MLS), these trends also show that the median sale price for homes in Sheboygan has increased 52% over the past six years. This is greater than the increase in Sheboygan County during the same time period (44%). Despite the increase in median sale price, the total number of sales for single family homes has decreased between 2015 and 2020 (a decrease of 9%).

The average days on the market for homes in Sheboygan between 2015 and 2020 decreased from 77 to 29, reinforcing the tight supply that is occurring. With a tight supply, homes are typically not on the market for long and multiple buyers often put in offers on the same home. This lack of supply serves to further increase the price of homes.

Detached Single-Family County Trends

Within the County, the supply of single-family homes for sale has been tightening since 2011. In 2011 there were an average of 533 homes available daily on MLS. The average home had an accepted offer after 90 days. In 2018 there was an average of 67 home available daily (without an accepted offer). The average home had an accepted offer within 15 days.

Figure 66. Detached Single-Family Home Sales in Sheboygan and Sheboygan County

Source: Multiple Listing Service

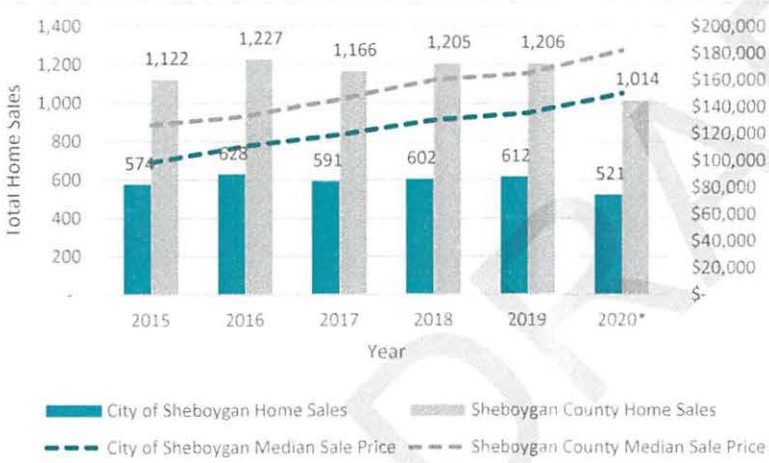
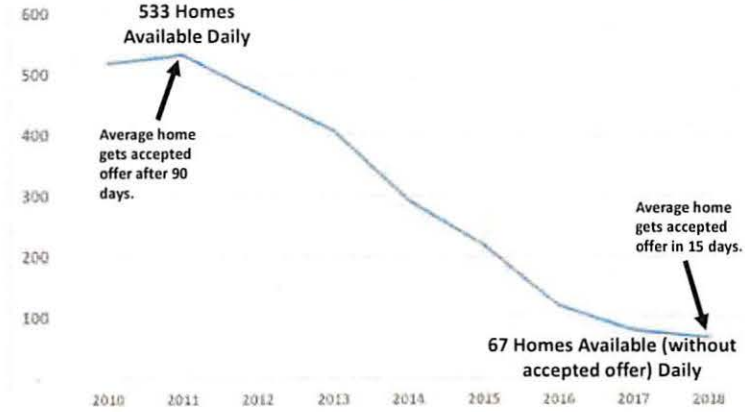


Figure 67. Average Daily Available Homes Listed on MLS in Sheboygan County

Source: Sheboygan County Multiple Listing Service



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MARKET TRENDS

Duplex Homes

Duplex homes comprise about 18% of Sheboygan's housing stock. Accordingly, they also make up a smaller number of home sales in the City, though the total sales has increased in recent years. Between 2015 and 2019 the number of duplex sales increased from 55 to 92 (an increase of 27%). During the same time period, median sale price increased by 75% (from $50,000 to $87,750). Sales data for 2020 is through November 2, so does not account for the full year though it seems will show fewer duplex sales than in 2019.

Other indicators of balance in the market for these types of unit include days on market which decreased from 98 in 2015 to 48 in 2020.

Although this is a relatively small percentage of the housing stock, real estate data indicate that there is increasing demand for these types of units. Nine percent (9%) of respondents to the community survey indicated they would be interested in living in a duplex if they were to move in the future.

Condos

Condominium is a type of ownership. It's similar to a traditional single-family home in that the owner owns the individual unit, however there is joint ownership with other condo owners for common grounds, hallways in multi-family buildings, etc. The physical type of structure where condominium ownership is found include single-family homes, duplexes, townhomes, and multi-family, multi-story buildings.

Between 2015 and 2020, condo sales in Sheboygan increased (42 in 2015 and 61 in 2020). Along with a 45% increase in sales, prices went up 31 % between 2015 and 2020. Average days on market decreased from 90 to 72 days (20% decrease) from 2015 to 2020. This was less severe than the decrease in Sheboygan County (133 to 82 days, a decrease of 38%).

These indicators in the condo home sales market indicate that there has been increased interest in condos in recent years. Responses to the community survey confirm this finding—12% of respondents said if they were to move in the future they would be interested in condo ownership.

Figure 68. Condo Home Sales in Sheboygan and Sheboygan County
Source: Multiple Listing Service

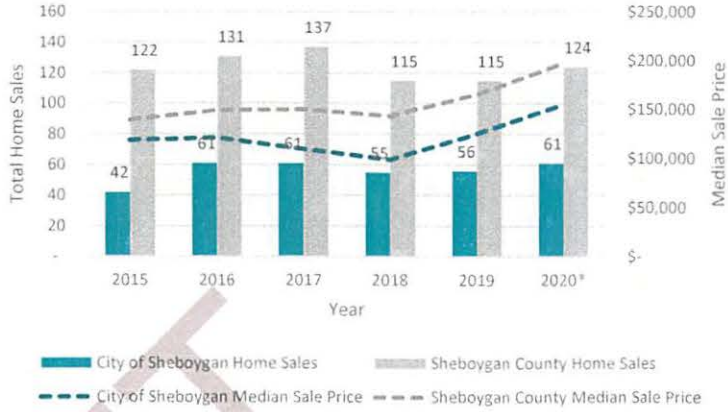


Figure 69. Duplex Home Sales in Sheboygan and Sheboygan County
Source: Multiple Listing Service

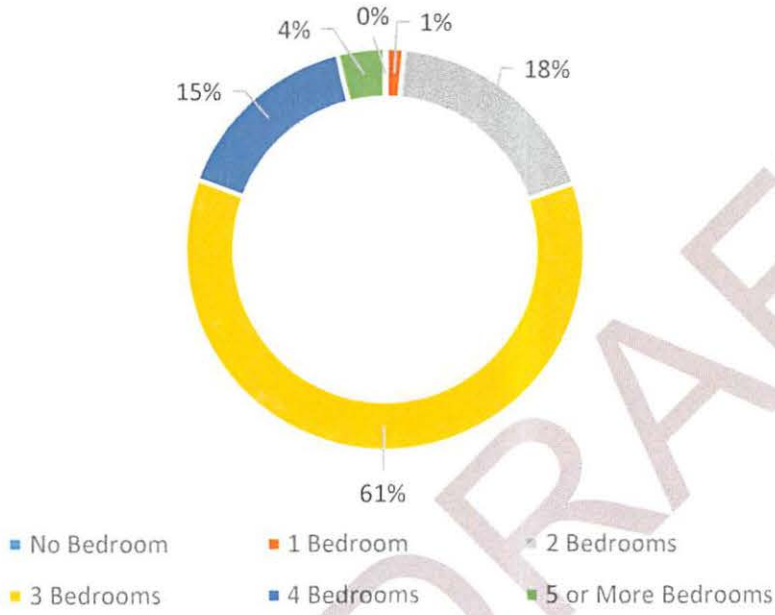


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OWNERSHIP UNIT SIZE

The most common bedroom size for owner-occupied units within the City is three bedrooms (61%), followed by two bedroom (18%) and four bedroom (15%) units. Ownership units are typically larger in size than rental units, which is a large part of their appeal to families. Of those homeowners who took the community survey, 35% said they have one or more children under the age of 18 living in their household (4% less than renters), and 17% said they have children or dependent adults over age 18 living in their household. The market is currently serving the needs of families with children and without.

Figure 70. Owner-Occupied Units by Bedrooms
Source:2018 5-Year ACS Estimates



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CHAPTER 6

HOUSING FOR SPECIAL POPULATIONS

OVERVIEW

This section further investigates the special populations of Sheboygan and surrounding communities–the homeless, ALICE (Asset Limited, Income Constrained, Employed) households, seniors, and the disabled populations. Ensuring adequate housing for all of these groups is important to the overall health of the housing market in Sheboygan. The unique housing needs of these populations are often overlooked, yet these needs grow in proportion to overall population growth.

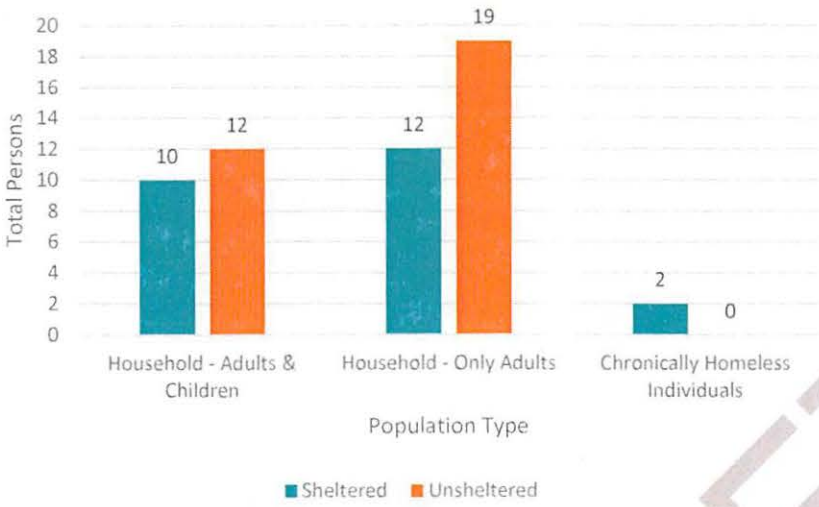
KEY DATA

- Over 6,000 residents will age into the 85+ age cohort over the next 20 years and may look to sell their housing.
- There are about 500 homeless individuals in Sheboygan each year. There has been a recent increase in homeless seniors.
- 44% of households in Sheboygan are ALICE–they earn more than the Federal Poverty Level but less than the basic cost of living for the County.
- 1,855 households in Sheboygan are low income and have ambulatory or self-care difficulty.

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HOMELESSNESS

Figure 71. Sheboygan Homeless Point in Time (PIT) Count
Source: 2020-2024 Consolidated Plan (data from Institute for Community Alliances)



A chronically homeless person costs the taxpayer an average of $35,578 per year. Costs on average are reduced by 50% when homeless are placed in supportive housing. Supportive housing costs on average $12,800 per year.

-National Alliance to End Homelessness

The Point in Time (PIT) count is perhaps the best currently available estimate on homelessness. The PIT count includes sheltered and unsheltered homeless persons on a single night in January. This is likely an under count though as it does not include persons staying in hotels on a temporary or permanent basis or "doubling up" with other families temporarily.

The Consolidated Plan notes that the average number of persons experiencing homelessness in Sheboygan each year is around 500. The average number of days people experience homelessness ranges from 30 days for veterans and unaccompanied children to 200 days for chronically homeless individuals and families.

A group this data does not capture is those "at risk of homelessness". Based on HUD's definition, to be considered "at risk" you must have a household income below 30% AMI, lack sufficient support to move to emergency shelter, among other criteria. This group is low on the public housing wait list, so there is concern that this forces individuals to stay in unhealthy situations. Or for those looking for housing and may have felonies or evictions on their records, they are unable to find a landlord who will rent to them.

Anecdotal feedback from the interviews indicates that organizations working with the homeless have seen a dramatic increase in elderly widowers because they are unable to manage bills or care for a home on their own. These seniors typically are able to be placed into public housing with the aid of a social worker. There is only one senior public housing complex in the City, with low turnover, so seniors are generally directed to other types of public housing.

Due to COVID the City's homeless shelter has seen a decrease in people because of eviction moratoriums, utility bill payment freezes and an increase in FoodShare benefits. With these programs likely coming to an end at some point, the shelter is trying to reach out and help ensure people are paying rent and utilities now if they can so they can avoid a crisis if/when COVID assistance ends.

There are a variety of reasons a person may be homeless, many of which are not directly tied to housing availability, such as poverty, unemployment, physical or mental health issues, drug or alcohol abuse, domestic violence and abuse. However lack of affordable housing and lack of landlords willing to rent to those with less than perfect records can contribute to homelessness.

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ALICE HOUSEHOLDS

United Way provides a measure of affordability for people who aren't always captured as low-income, but are not financially secure. United Way calls this group "ALICE" - "Asset Limited, Income Constrained, Employed." These households are working but struggle to afford housing, child care, food, transportation and health care. United Way has calculated an ALICE threshold for each County in Wisconsin to identify households above the federal poverty level, but below the basic cost of living. The threshold takes into account the current basic necessities and geographic variation.

According to the report, the percentage of households below the ALICE threshold in Sheboygan County is 26% (above the state average of 23%). The number of ALICE households in Sheboygan County dropped from 2010 to 2012 (approximately 12,000 to 9,000), however the total has been increasing since and in 2018 was 11,848 households. Until recently the inverse occurred for those below the Federal Poverty Level (FPL); the number of households increased from about 3,500 to 5,500 between 2010 and 2012 and then decreased between 2012 and 2016 to about 2,500 households. In 2018 the households below the Federal Poverty Level in Sheboygan County increased (as did the number of ALICE households) to 3,204.

When comparing the percentage of all households considered ALICE or below the FPL in Sheboygan to surrounding communities, Sheboygan has the highest percentage. Forty-four percent (44%) of all households in the City of Sheboygan fall into this category compared to 17% in Kohler, 22% in Plymouth and 39% of all households in Sheboygan Falls.

United Way's ALICE report points out that households are struggling because household basics (rent/mortgage, childcare, food, transport, healthcare, technology, taxes, misc.) outpace wages. In 2018 the basic survival budget for a family of four was an annual total of $71,244–well above the FPL of $25,100 for a family of four. In the scenario for the family of four, housing costs and taxes make up 26% of the expenses needed - not an insignificant amount. This highlights the need for housing that is considered affordable - if households can spend less on housing they can spend more in other categories or do things like save for an emergency fund or future goals like higher education or retirement.

Figure 72. ALICE and Poverty by Household in Sheboygan County
Source: United Way 2018 ALICE One-Pager for Sheboygan County

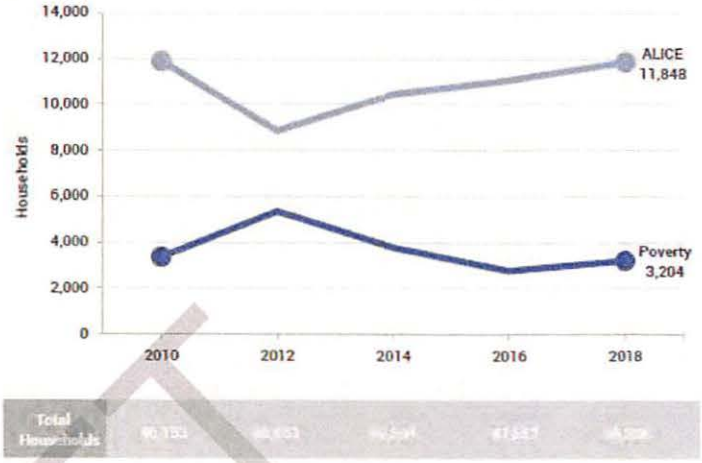


Figure 73. Household Survival Budget in Sheboygan County
Source: United Way 2018 ALICE One-Pager for Sheboygan County

Household Survival Budget, Sheboygan County, 2018		
	SINGLE ADULT	2 ADULTS, 1 INFANT, 1 PRESCHOOLER
Monthly Costs		
Housing	$468	$733
Child Care	$–	$1,463
Food	$271	$821
Transportation	$326	$795
Health Care	$214	$699
Technology	55	$75
Miscellaneous	$157	$540
Taxes	$237	$811
Monthly Total	$1,728	$5,937
ANNUAL TOTAL	$20,736	$71,244
*Hourly Wage**	*$10.37*	*$35.62*

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AGING POPULATIONS

Elderly households are important players in the housing market, as many are current homeowners, and some will require different accommodations, specialized housing, or programming to assist aging-in-place. Senior housing generally refers to the combination of services and housing that allow them to continue to live comfortably. This ranges from continuing to live in their own home with virtually no services, to townhomes and apartments that offer the ability to "downsize" their residence, specialized housing units with limited services, and different types of assisted living facilities.

There are three popular types of senior-specific housing: 1) Nursing Homes—primarily for adults with serious medical needs. 2) Assisted Living facilities—offer residents the ability to live a free and independent lifestyle, but they also receive regular support for a range of daily activities, from cleaning to meal preparation to medication management. Residents are also offered a calendar of special events, activities, trips, and many opportunities for social engagement. 3) Independent living facilities—ideal for individuals who can still live independently but enjoy having access to assistance when needed/desired such as dining, medical care and entertainment.

Within Sheboygan there are six nursing homes offering 445 beds, 30 assisted living facilities offering 465 beds, eight independent living rental properties (six are federally subsidized, two are LIHTC properties), and one property offering senior condos. These units rent quickly and vacancies are rare. Based on a 2017 Comparable Development Review completed by Baker Tilly, the overall vacancy rate at the six subsidized units was 0.9%. The vacancy rate for the two LIHTC buildings was 0.0%. Rents at the independent living complexes start at the following:

- One Bedroom: $341+
- Two Bedroom: $628+

As varying levels of services are included with different types of housing for aging populations, typical affordability standards do not apply. Often senior households will pay up to 50% of their income for market rate senior housing, up to 90% of their income for specialized and assisted living, often funded in part through sales of an owned home. Many households age 62+ in the City are still homeowners (72%). This is another factor that continues to constrain supply, particularly of supply that is an attractive size and price point for first time homebuyers.

Over the next 20 years, over 6,000 residents will age into the 85+ age category, and may look to sell their housing for other living options. This would add supply to the housing market and provide more options for first time homebuyers. However this isn't a guaranteed occurrence. As the housing tenure data on the next page shows, home ownership peaks around age 65 and many desire to stay in their current home as long as possible. In addition to alternative housing options for seniors, this suggests a need for services to enable seniors to live independently in their existing homes along with maintaining and adapting existing housing.

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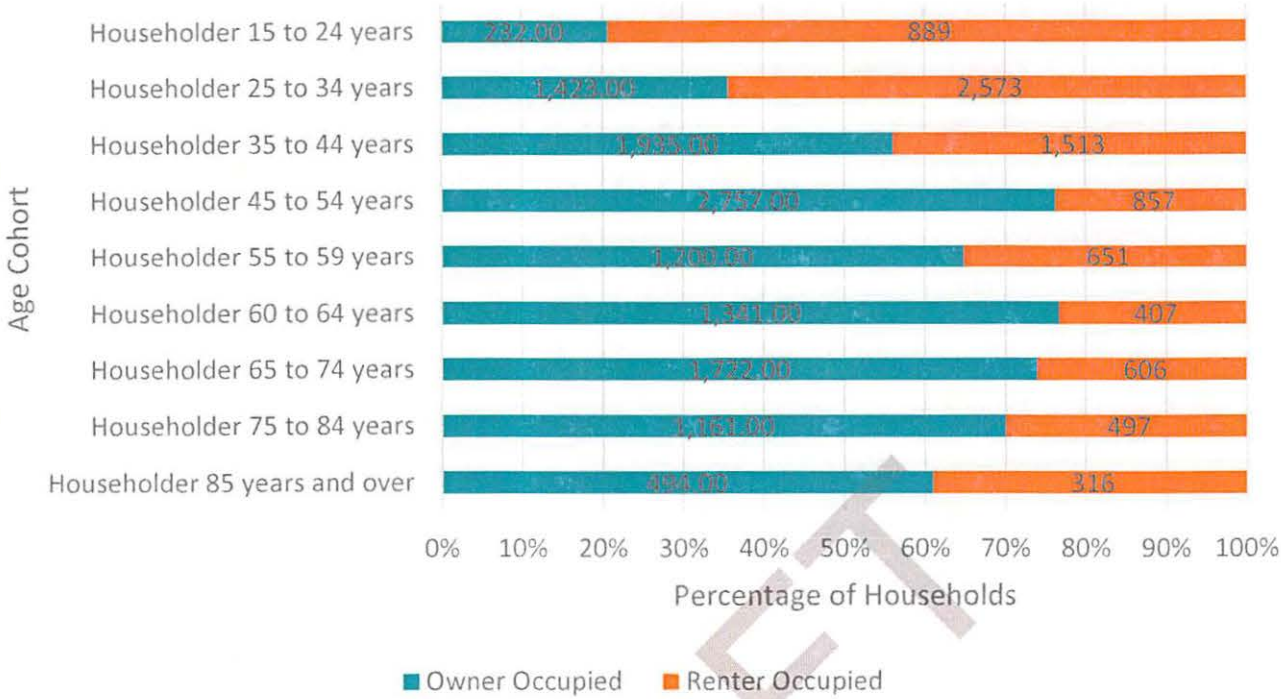
Figure 74. 62+ Household Income and Tenure in Sheboygan

Source: HUD CHAS 2012-2016 62+ Household Income and Tenure



Figure 75. Housing Tenure by Age in Sheboygan

Source: 2018 5-Year ACS Estimates



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77% of respondents to the 2018 AARP Home and Community Preferences Survey (age 50+) state they would like to remain in their community for as long as possible.

76% would like to remain in their current residence for as long as possible.

DISABLED POPULATIONS

Persons with a disability do not inherently require access to specific housing types or accommodations. It is dependent on the type and severity of the disability. In this section we look at the disability types that are most likely to require specialized forms of housing: ambulatory disability, self-care difficulty, and independent living difficulty. More commonly persons with a disability receive services and specialized housing accommodations as they age. This is due to the percentage of population by age, that experience a disability being disproportionately higher in aging and senior housing holds.

Wisconsin DOA projections show that there will be a 68% increase in those age 65+ by 2040 in Sheboygan County. It is likely the City will see a similar increase. A 2007 study by Smith et. al. published in the Journal of the American Planning Association projects that due to the aging population, 21% of all households will have at least one disabled resident in 2050. They also estimate there is a 60% likelihood that a newly built single-family detached unit will house at least one disabled resident during its expected lifetime. Because many seniors desire to live independently for as long as possible, this suggests a growing need for housing that is accessible.

When housing units are constructed specifically for persons with disabilities, they are not traditionally built using methods that easily accommodate aging populations and often require renovation such as wider doorways, lower counter tops, zero entry shower/baths. However, many municipalities have requirements that mandate a percent of new construction be built using universal design standards. These standards often not only provide access to persons with and without disability, but are cheaper to construct on a per unit basis.

Figure 76. Percentage of Population with Ambulatory, Self-Care or Independent Living Difficulty in Sheboygan
Source: 2018 ACS 5- Year Estimates

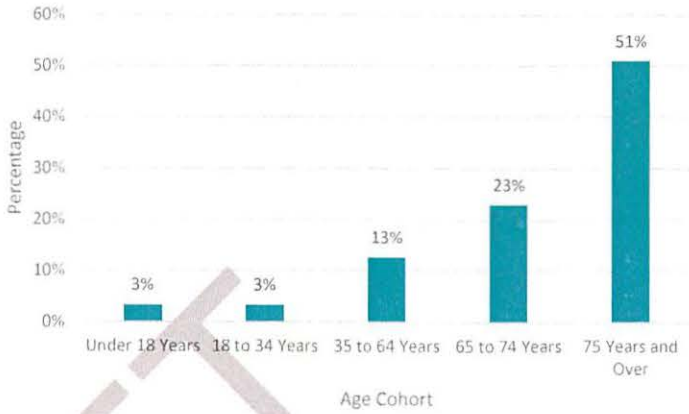


Figure 77. Age Projections for Sheboygan County
Source: Wisconsin Department of Administration

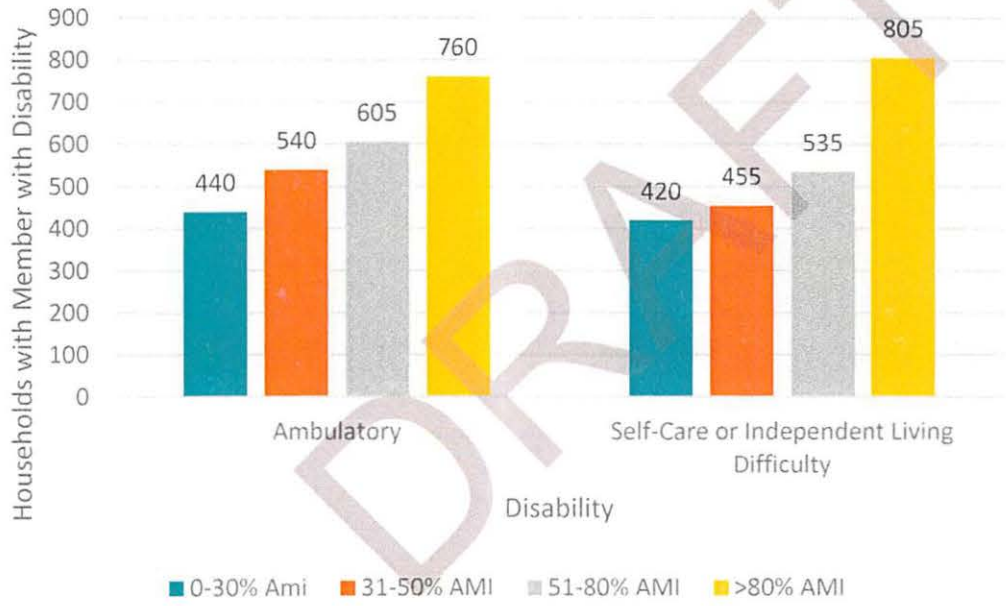
	2018	Projected 2040	Projected Percent Increase
0-9	13,423	13,820	3%
10-19	15,228	15,170	0%
20-34	20,179	19,380	-4%
35-54	29,922	29,370	-2%
55-64	16,894	14,620	-13%
65-84	16,700	26,580	59%
85+	2,859	6,220	118%

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ACCESSIBILITY

Current income and disability trends in the City show that households including someone living with an ambulatory, self-care or independent living disability are found across all income levels, including levels that would find market rate housing affordable. Lower-income households tend to have disabilities go unreported or undiagnosed due to limited access to affordable healthcare. There is no reliable data on local units that are accessible, though estimates nationally place accessible single family homes at just 1% of the total housing stock in the country. The high number of those with a hearing or vision disability at 0-30% median income is slightly concerning, but many times their assisted housing needs are not as structural as those with ambulatory disabilities. The 1,855 households under 50% median income with ambulatory disabilities or self-care or independent living difficulties are most concerning because they are at the highest risk for homelessness because of their incomes and also have the greatest need for accessibility features, which many likely do not have.

Figure 78. Disability and Income for Sheboygan
Source: HUD CHAS 2012-2016



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CHAPTER 7

OTHER FORCES IMPACTING THE MARKET

The housing market is impacted by a variety of local and national forces, including taxes, public policy and regulation, availability of lots, and other livability factors. This section describes some of those forces.

KEY DATA

- Redevelopment opportunities exist within the community.
- The City's Zoning Code and development processes are developer-friendly.
- The City has unique amenities that attract and retain residents.
- Nationwide trends are impacting the local housing market.

TAXES

A topic that came up in the community survey and interviews is the impact taxes have on a household's decision to live in Sheboygan or in another community with lower tax rates.

Based on 2019 data from the Wisconsin Department of Revenue, Sheboygan's mill rate is higher than smaller neighboring communities, though it is similar to larger communities in the region. It's generally expected that larger cities will have higher tax rates than towns, villages, and small cities because they maintain more infrastructure and offer more services per capita. The City's infrastructure is also generally older and has more repair costs than in most of the secondary market. Sheboygan is between six and 24 times larger than all of the communities in the Figure below. It is also the only community (other than Oshkosh) which provides full-time police and fire service. The City of Sheboygan Falls has the lowest mill rate at .020732. Sheboygan's mill rate is 24% higher than Sheboygan Falls'. Twenty three percent (23%) of community survey respondents living outside of the City of Sheboygan noted that taxes were an important factor in deciding to live at their current residence.

Figure 79. 2019 Mill Rate Comparison

Source: Wisconsin Department of Revenue

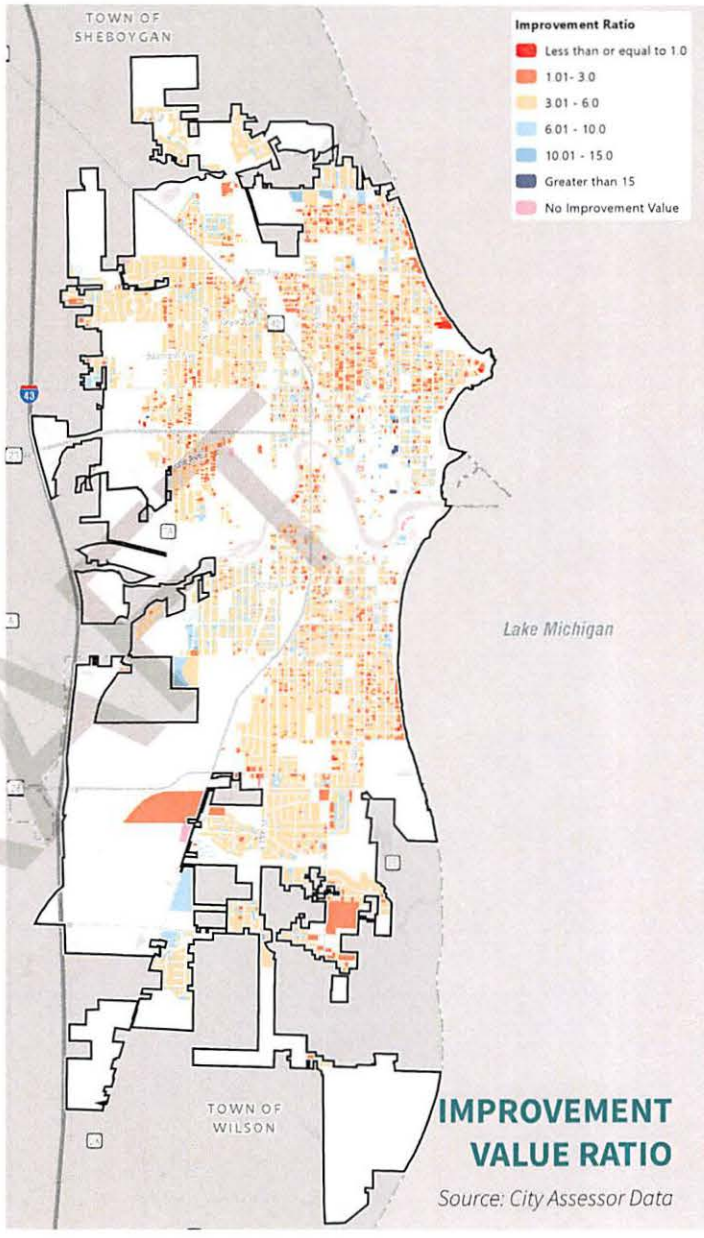
**The median home value in Sheboygan, based on 2018 5-Year ACS estimates*

Municipality	2019 Mill Rate	Tax on $109,700* Home	Difference vs. Sheboygan	2019 Population
City of Sheboygan	0.025718	$2,821	-	48,697
City of Oshkosh	0.025540	$2,802	($20)	67,201
Village of Kohler	0.022455	$2,463	($358)	2,094
City of Plymouth	0.021344	$2,341	($480)	8,758
City of Sheboygan Falls	0.020732	$2,274	($547)	8,115

IMPROVEMENT VALUE RATIO

Improvement value ratio shows improvement value divided by land value. This ratio can help identify areas that are more likely to benefit from redevelopment–areas with high land value and low improvement value. The map on the right shows the improvement ratio for residential lots in Sheboygan. Lower improvement ratios throughout the City are not surprising due to the age of the City's housing stock.

Areas with the lowest improvement ratios, which may be most prepared for redevelopment, are scattered throughout the City. Because the City's growth is limited by the amount of available greenspace, redevelopment of under performing or vacant properties will likely be a key strategy in improving and growing the housing stock throughout Sheboygan.

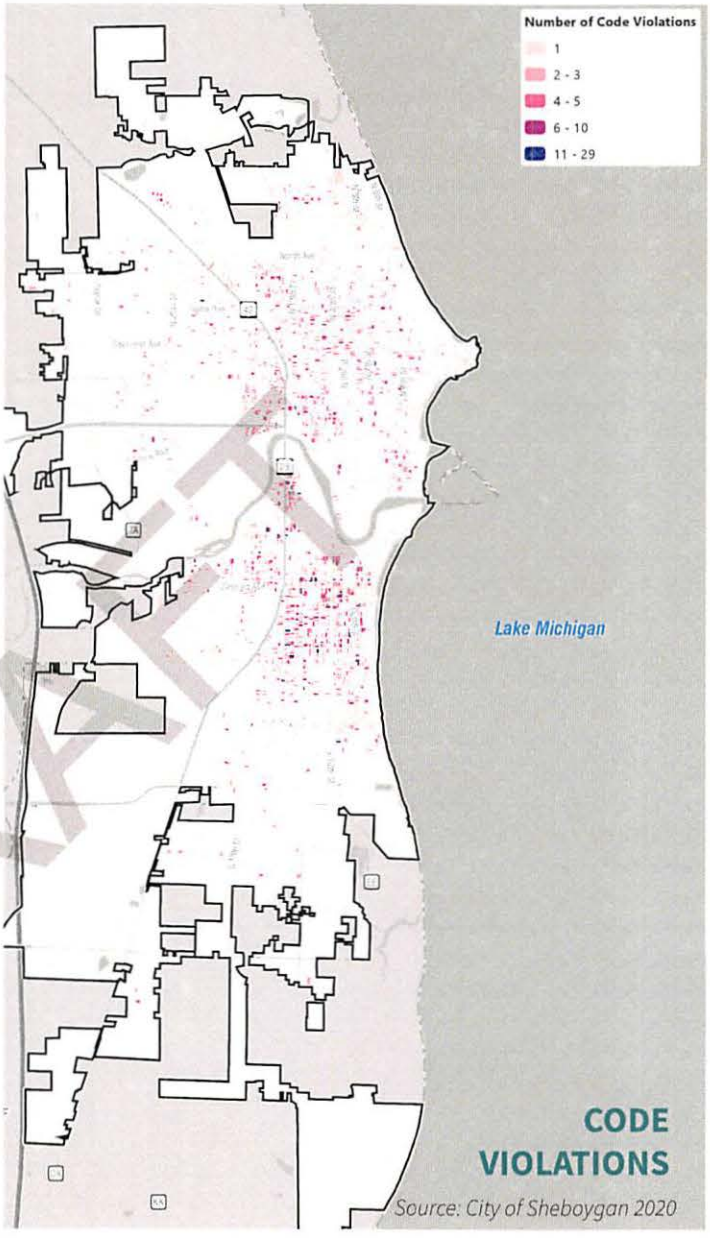


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CODE VIOLATIONS

The City currently has a proactive code enforcement program to support and enhance property values, keep aging buildings in good repair, and improve neighborhood appearance/pride. Each year the City chooses an area of the City to focus its efforts. In interviews this program was brought up as something that is working well for the City and has greatly improved the perception of the community and that it is a safe place to live. One interviewer did view the program positively, but also worried that it targeted landowners who may have fallen through the cracks and can't afford to make updates to their homes. It is challenging to get loans on older homes in the City that have little to no equity in them.

There were about 2,600 violations recorded over the period 2015-2019. Fifty percent (50%) of these violations were from repeat offenders.



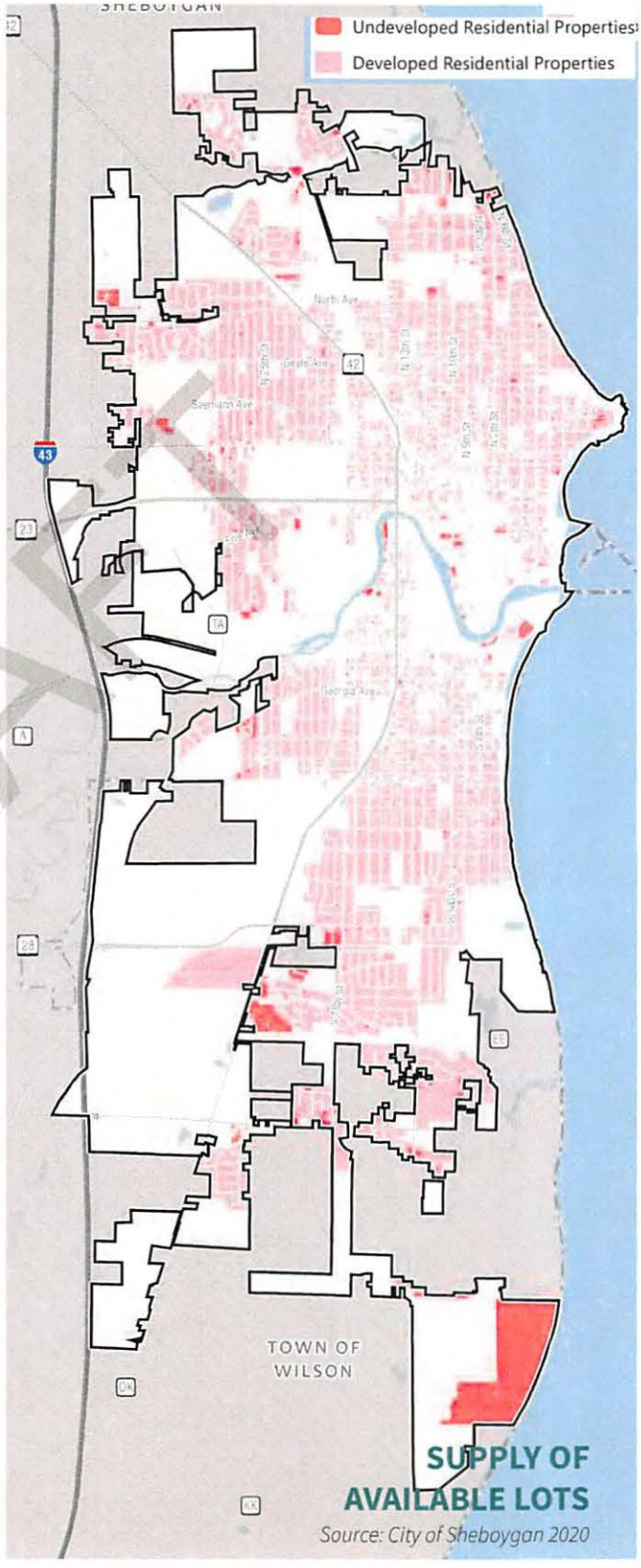
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SUPPLY OF AVAILABLE LOTS

In addition to redevelopment opportunities, there are parcels in the City that are zoned for residential use, but remain vacant. The Figure to the right shows where these parcels are located.

Currently, there are around 270 undeveloped residential properties. These properties range in size from 0.1 to 74.5 acres. Of these properties, 78% are zoned SR-5 (Suburban Residential-5), 11% are UR-12 (Urban Residential-12), 6% are zoned SR-3 5 (Suburban Residential-3), and the remainder are a mix of zoning district types.

Development in the City is primarily limited due to the lack of greenfield available for new development. Development is somewhat limited by the location of wetland, floodplain and steep slopes. Most of these development limitations are found adjacent to Lake Michigan, Pigeon and Sheboygan Rivers, and other creeks.



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REGULATIONS

Zoning

Sheboygan's Zoning Ordinance has six traditional residential zoning districts:

- Estate Residential-1 (ER-1)
- Suburban Residential-3 (SR-3)
- Suburban Residential-5 (SR-5)
- Neighborhood Residential (NR-6)
- Mixed Residential-8 (MR-8)
- Urban Residential-12 (UR-12)

Of these six residential zoning districts, the MR-8 and UR-12 districts are the only ones that allow unit types other than single-family as permitted by right. Both districts allow duplexes and twin homes by right. Townhomes are also a permitted use in the UR-12 district. Multiplex and apartments are not allowed by right in any district currently, they are conditional uses in the UR-12, NO (Neighborhood Office), NC (Neighborhood Commercial) and CC (Central Commercial) districts. Residential development by right within the zoning code reduces unpredictability and helps to ease the procedural costs of housing development. There is an opportunity for the City to integrate attached units and small multi-unit structures as permitted by right into additional residential districts.

One part of Sheboygan's ordinance that offers increased flexibility to accommodate a variety of needs and uses is the planned unit development (PUD). This type of zoning allows for a mixture of residential, commercial and public facilities along corridors. The purpose of the PUD is to encourage alternative designs that allow a mix of uses in one area and better use and integrate the site's natural characteristics as well as the existing built environment's characteristics. PUDs are permitted in the MR-8, UR-12, NO, UC (Urban Commercial), CC, UI (Urban Industrial), and HI (Heavy Industrial) zoning districts.

Minimum lot sizes vary from 10,000 square feet for single-family homes in the SR-3 (Suburban Residential-3) district to 6,000 square feet in all other districts. Smaller lot sizes for single-family homes with a minimum lot size of 4,500 SF are allowed as a conditional use in several residential districts (NR-6, NR-8, and UR-12).

Minimum lot widths for single-family detached housing ranges from 150 ft. in the ER-1 district to 70 ft. in the SR-3 district and 60 ft. in all other districts. Minimum front yard setbacks for single-family detached homes ranges from 50 ft. in the ER-1 district to 35 ft. in the SR-3 district to 25 ft. in all others. Minimum dwelling unit separation ranges from 50 ft. in the ER-1 district, to 20 ft. in the SR-3 district to 10 ft. in all others.

Interviews with housing experts in the City discussed that while the City does tend to have smaller lot sizes because many of the lots were platted years ago, when older homes are razed developers or new homeowners are often required to seek setback variances. To try and cut down on the number of variances requested, the City could consider further reducing building setbacks.

Development Fees & Process

Most costs of development are passed on to consumers in both ownership and rental markets, including fees associated with development. Development review fees are assessed by the City in order to ensure the quality of development. Impact fees are assessed to cover the incremental cost of City facilities needed to accommodate new housing.

The development example on page 63 shows total development fees for a hypothetical subdivision of 30 (2,500 sq. ft.) single-family homes, eight (1,500 sq. ft.) duplexes and one apartment complex with 60 units. Fees for this 106-unit development would add a total of $208,979 to the project (an average of $1,971 per unit). These fees are typically passed on to buyers and renters through purchase price/rents.

One of the larger fees many communities charge is an impact fee. Impact fees fund a proportionate share of the cost of public facilities needed to serve new development. Typical impact fees charged by communities include sewer, water, parks, waste, police, fire, among others. Currently the only impact fee Sheboygan charges is a park impact fee of $563/unit. When looking at surrounding communities, this fee is comparable. The City of Plymouth charges a sewer impact fee of $720.54 per unit and Sheboygan Falls charges a park impact fee of $500/unit. It is important that fees be reassessed periodically to ensure they are appropriately reflecting the City's costs and not dramatically out of step with fees charged by other communities in the region.

Interview participants generally thought development fees are reasonable in the City, especially compared to surrounding communities. Participants also felt the City is very open to working with developers which played a big part in past decisions to develop within the City. The concern participants had involved process–due to the age of the housing stock in Sheboygan, redevelopments typically require variances. The City is generally supportive of these variances, however they add time (cost) to projects. Developers wondered if there might be a way to expedite the process. Another concern from a developer was the requirement for a City contractor license, in addition to the required State license. Although Sheboygan is the only City in Wisconsin with this additional requirement, it serves as an added layer of protection for homeowners to ensure quality contractors.

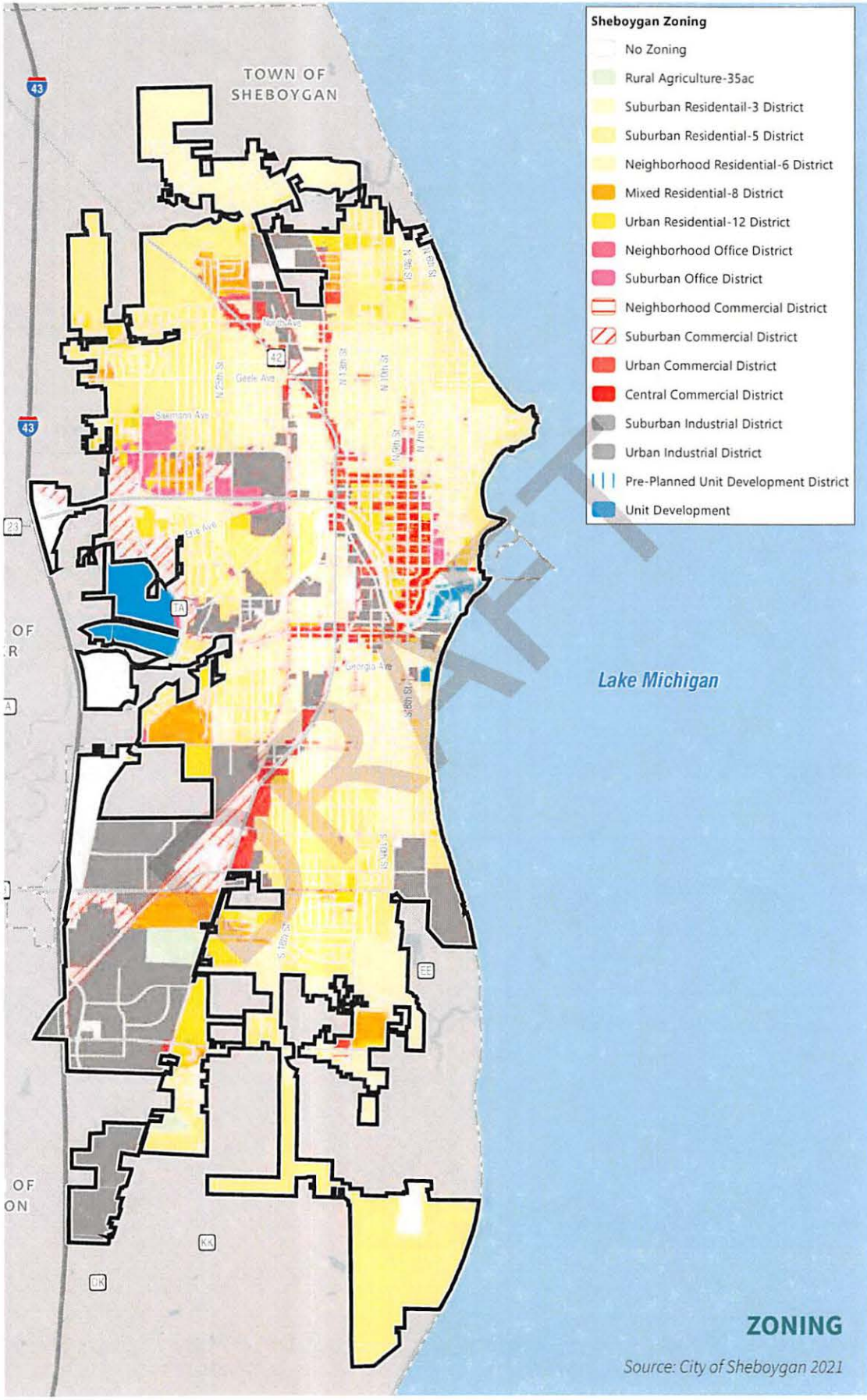
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Figure 80. Sheboygan Zoning Ordinance Use Matrix

Source: City of Sheboygan Ordinances (Chapter 15)

	Estate Residential-1	Suburban Residential-3	Suburban Residential-5	Neighborhood Residential	Mixed Residential-8	Urban Residential-12	Neighborhood Office	Neighborhood Commercial	Urban Commercial	Central Commercial
Dwelling Type	**ER-1**	**SR-3**	**SR-5**	**NR-6**	**MR-8**	**UR-12**	**NO**	**NC**	**UC**	**CC**
Single-family	P	P	P	P	P	P	P	P	C	C
Min Lot Size (in SF)	*40,000*	*10,000*	*6,000*	*6,000*	*6,000*	*6,000*	*6,000*	*6,000*		
Min Lot Width (in FT)	*150*	*70*	*60*	*60*	*60*	*60*	*60*	*60*		
Min Front Yard Setback (in FT)	*50*	*35*	*25*	*25*	*25*	*25*	*25*	*25*		
Min Dwelling Unit Separation (in FT)	*50*	*20*	*10*	*10*	*10*	*10*	*10*	*10*		
Duplex					P	P				
Min Lot Size (in SF)					*6,000*	*6,000*				
Min Lot Width (in FT)					*60*	*60*				
Min Front Yard Setback (in FT)					*20*	*20*				
Min Dwelling Unit Separation (in FT)					*10*	*10*				
Twin House					P	P				
Min Lot Size (in SF)					*3,000*	*3,000*				
Min Lot Width (in FT)					*30*	*30*				
Min Front Yard Setback (in FT)					*20*	*20*				
Min Dwelling Unit Separation (in FT)					*10*	*10*				
Two-Flat				C	C	C	C	C		
Townhouse						P				C
Min Lot Size (in SF)						*2,500*				
Min Lot Width (in FT)						*16*				
Min Front Yard Setback (in FT)						*20*				
Min Dwelling Unit Separation (in FT)						*20*				
Mobile Home					C					
Multiplex						C	C	C		C
2,500 SF lot area/unit										
Apartment						C	C	C		C
2,500 SF lot area/unit										
Rooming House						C	C		C	C
Community Living (1-8)	S	S	S	S	S	S				
Community Living (9-15)	C	C	C	C	C	S	C			
Community Living (16+)						C	C			

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ZONING

Source: City of Sheboygan 2021

Example Development Scenario: 30 Single Family Homes, 16 Duplex Units, 60 Apartment Units (1 building)				
Fee Type	**Amount***	**Unit**	**Quantity**	**Total**
Plan Approval - SF and Duplex	$75	EA	38	$2,850
Plan Approval - MF	$200	EA	1	$200
Plan Approval - MF	$15	Unit	60	$900
Erosion Control Permit - All	$100	Parcel	39	$3,900
Heating Plans and Energy Calculations	$200	EA	1	$200
Building Permits - SF and Duplex	$400	EA	38	$15,200
Building Permit - SF and Duplex (over 2,000 SF)	$20	100 SF	150	$3,000
Building Permit - MF	$0.30	SF	72,000	$21,600
Driveways	$50	EA	39	$1,950
Electrical Permits - All	$200	Unit	106	$21,200
HVAC Permits - All	$200	Unit	106	$21,200
Water/Sewer Hookup - All	$700	Parcel	39	$27,300
Plumbing Fixture Fees	$160	Parcel	39	$6,240
WI State Seal	$40	Parcel	39	$1,560
Occupancy	$50	Parcel	39	$1,950
Address Numbers	$10	Parcel	39	$390
Park Impact Fee	$563	Unit	106	$59,678
Stormwater Management Fee	$500	Parcel	39	$19,500
TOTAL FOR DEVELOPMENT				**$208,979**

Note: SF=single family, MF=multi-family
**This represents fees in 2020*

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LIVABILITY

Sheboygan attracts residents for a variety of reasons– its proximity to Lake Michigan and other recreational opportunities, quick access to I-43, and a walkable downtown that is a destination for people to shop, eat and gather for community events. Sheboygan is one of the six Wisconsin communities that AARP ranked as one of the most livable cities in the U.S. These rankings are based on livability, housing, neighborhood, transportation, environment, healthy, engagement, and opportunity. Several of the topics that came up during the Study are discussed further below.

Amenities

Some of the amenities unique to the City of Sheboygan include:

- Lake Michigan (beaches, fishing, kayaking, surfing, diving, sailing)
- City Green (arts and entertainment greenspace)
- Museums/Historical Sites (Kohler Arts Center, Bookworm Gardens, Children's Museum, Aviation Heritage Center)
- Farmers Markets
- Recreation (Trails, Parks)
- Historic Downtown

Sheboygan's downtown is historic, similar to what you might find in a small town, but undergoing redevelopment which is adding public art, housing, gathering spaces, and other programming to contribute to the City's placemaking efforts. The unique amenities and downtown in particular were something that interviewees suggested gave people a desire to live in Sheboygan.

Neighborhoods

"Great neighborhoods" was brought up as another reason people like living in Sheboygan. Several of the interviewees said they had the general sense that people take pride in their homes and neighborhoods they live in. Today the City has 12 official neighborhood associations. Creation of additional neighborhood associations is something the City, in partnership with Sheboygan Neighborhood Pride, the Police Department and other non-profit agencies are working to establish more of (Neighborhood Pride is a non-profit focused on empowering citizens to improve their neighborhoods, reduce crime and improve quality of life). In total there are 77 official neighborhood districts (as identified by the Police Department) which could all potentially develop a neighborhood association.

School District

The Sheboygan Area School District had a total enrollment of 10,058 for the 2019/2020 school year. This is a decrease of 3.3% from the 2015/2016 school year. When looking at the District Report Cards published by the Wisconsin Department of Instruction, which take into account student achievement, district growth, closing achievement gaps, and on-track and postsecondary readiness, the Sheboygan Area School District receives a score of 71.3 (Meets Expectations) on a scale of 0 (Fails to Meet Expectations) to 100 (Significantly Exceeds Expectations). Surrounding School Districts received the following scores:

- Howards Grove-81.5 (Exceeds Expectations)
- Kohler-90.7 (Significantly Exceeds Expectations)
- Oostburg-84.0 (Exceeds Expectations)
- Sheboygan Falls-73.7 (Exceeds Expectations)

Stakeholder engagement during this study revealed mixed reactions regarding the school district. Some focus group participants felt that Sheboygan schools are a draw, though many felt it pushed people to look for housing in surrounding communities. Of survey respondents, 5% said one of the reasons they chose not to live in Sheboygan was because of the school district.

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NATIONWIDE TRENDS

Sheboygan is connected to and affected by trends affecting housing across the country, including changes in financial regulation, demographics, development practices and cultural norms. These are some of the most relevant changes affecting housing demand in the Sheboygan area:

1. Household size and house size

Household size – the number of people living together – has been in decline for more than 100 years due to multiple related trends. In 1960 the average U.S. household size was 3.35 people, and by 2010 it was 2.59. Causes include declining birthrates, declining marriage rates and increasing age of first marriage, and increased longevity. In other words, people are spending more of their lives single, and those that choose to be parents are having fewer kids. Nationwide this trend does appear to be reversing, as the national household size has grown since 2010. A common explanation for the increase is household size is that people are increasingly living in multi-generational households. It remains to be seen if household size will begin to increase in Sheboygan or continue on its downward trend.

The effects of these changes on housing are varied, and not always predictable. The size of new houses has increased more or less steadily over the past 40 years, from an average of 1,400 SF in 1970 to an average of 2,600 SF in 2013. While households have been shrinking, families have been giving children their own rooms and designating separate spaces for things like home offices. There has been a modest trend back toward smaller units, even "tiny house" living, but these are not visible in the continuing overall growth of the average home size. A more predictable trend is the growth of retirement housing to accommodate the needs and interests of older people, many of whom live for years as one-person households. National data on apartment size suggest they too have grown, though not as dramatically, to an average of about 1,000 SF.

2. Aging Population

Trends in US Census data show that the segment of the population age 65 or older is increasing across the nation. The Population Reference Bureau (PRB) estimates that the number of Americans age 65 and older is projected to more than double between 2014 and 2060. As Baby Boomers age, we expect the number of seniors in Sheboygan to continue to rise.

PRB notes that, especially in the Midwest, those age 65 and older are choosing to age in place, or stay in their homes as long as possible. The community survey also found that most older residents prefer to stay in their current housing as long as possible. The second most common type of unit for this age cohort is within apartment complexes containing 20 or more units (19%). Due to the high number of seniors aging in place, accessibility improvements are critical as is offering senior apartments.

3. **Housing Affordability**

Large-scale economic trends are bringing housing affordability into focus as a prominent issue across the country. While the household income of the top 5% of US households has more than doubled in the past 50 years, middle income households have seen only about a 10% increase in that period. Meanwhile, inflation-adjusted housing costs have risen roughly 50% for rental housing and 70% for home ownership in that period. The result of these trends is that housing is requiring a bigger portion of household incomes. Thirty percent of income has long been viewed as the standard threshold for "affordable", as defined by the federal government. Eighteen percent of owners and 33% of renters in the City currently pay more than 30% of their income for housing.

Local governments are now stepping in to address the challenges around affordability. Spurred by businesses concerned about hiring needs, complaints from residents who can't find desirable housing within their budgets, and community concerns about declining conditions due to lack of reinvestment in housing, communities are coming forward with policies and initiatives to address this challenge.

4. Stricter Lending Regulation, More Student Loan Debt, and Delayed Home Ownership

Lender underwriting requirements have stiffened considerably in the wake of the housing crisis that caused the Great Recession. In January 2014, provisions of the Dodd-Frank Act kicked in that establish standards for a "qualified mortgage" that can be purchased by Fannie Mae or Freddie Mac. The standards compel banks to verify that borrowers' debt-to-income ratio doesn't exceed 43 percent of their gross income, part of an effort to prevent people from overexposing themselves to the risk of foreclosure. Banks that fail to verify this debt ratio can be sued by the borrower if he or she later defaults on the loan. The long-term effects of this regulation are uncertain, but it is fair to assume that some aspiring homeowners will be protected from foreclosure by being denied a mortgage in the first place.

With the rise in housing costs and stricter borrower protections, this also means that first-time homeownership

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NATIONWIDE TRENDS

is more difficult to accomplish due to rising down payment and closing costs. According to the State of the Nation's Housing Report 2019 (Joint center for Housing Studies of Harvard University), as the large millennial generation ages into their 30's, when homebuying peaks, there should be a growing demand for homeownership. If age-specific homeownership rates remained at the same level in 2018, household growth alone would add roughly 8.0 million homeowners between 2018 and 2028.

The combined effect of increased student loan debt, increased ownership costs, and stricter borrowing rules is a delay in the average age of first-time home ownership. The National Association of Real Estate found that between 1993 and 2018 the average age of first-time home buyers rose from 26 to nearly 34.

5. Planning and Development Practices

The dominant trend in community planning and development after World War II was the segregation and concentration of uses and housing types – stores here, single family homes there, apartments somewhere else. This pattern has been shown to weaken neighborhoods and communities by isolating people and building in a dependence on car use. It is now generally recognized that healthy neighborhoods are those that people can stay in over time as their needs and interests change. Healthy neighborhoods include a mix of housing types, sizes, and price points, and they often include or are near to stores and restaurants. Healthy neighborhoods are also walkable, enabling more access to daily needs for people unable to drive.

6. COVID-19

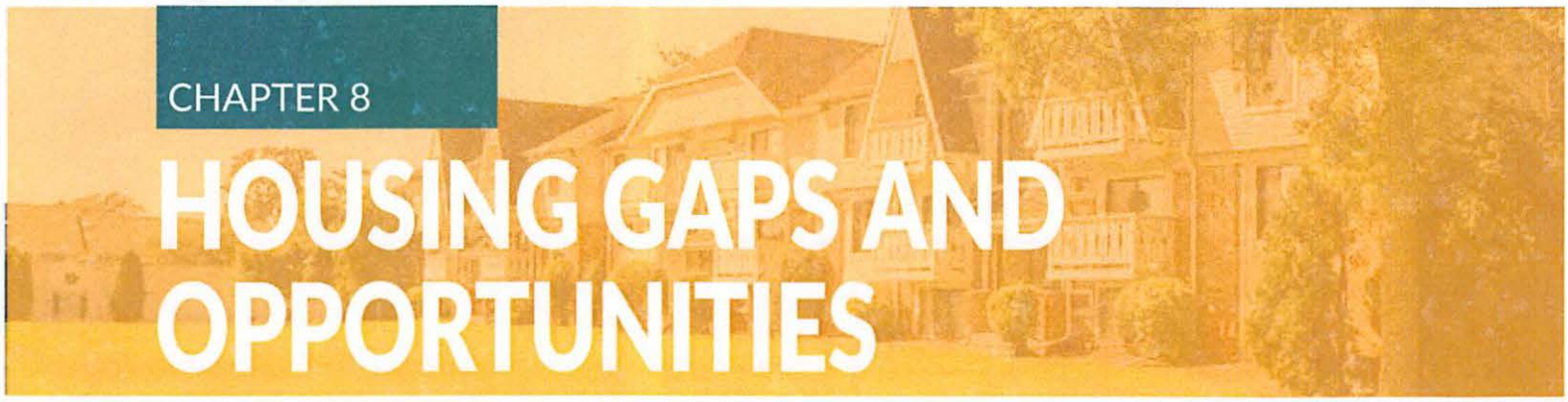
The full health and economic impacts of COVID-19 are still to be determined as new cases occur and programs and policies are put in place at the national and local levels to try and keep businesses afloat and people employed. There was some speculation that an economic recession with workers out of jobs or in fear of losing their jobs is likely to reduce demand for big ticket items like new cars and homes. Anecdotal evidence from realtors suggests that there was a slowdown for people looking for homes in Spring of 2020, however the remainder of the year made up for it. Total home sales in 2020 increased by 5% from 2019 in Sheboygan County.

Currently there is a federal eviction moratorium in effect to prevent landlords from evicting renters and prevent foreclosures on owner-occupied homes. These moratoriums should keep people in housing even though they may be out of a job and unable to make mortgage payments/rents. If the recession does deepen and more jobs are lost, when the moratoriums are lifted, this could create a very real crisis among low-income renters in particular who face the possibility of being evicted if they can't pay rent. During one of our interviews, one of the organizations working with low-income/homeless residents expressed concern over this possibility. To try and get ahead of the anticipated crisis when moratoria are lifted, this organization is working with their clientele now to ensure they are paying rent and utilities if they can and ensure there is an understanding the past unpaid bills won't just go away.

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Figure 81. Sheboygan County Total Home Sales 2017-2020
Source: Multiple Listing Service





CHAPTER 8

HOUSING GAPS AND OPPORTUNITIES

UNITS NEEDED

Overall

This chapter includes unit recommendations under two scenarios–conservative and high growth. Both scenarios use the Wisconsin Department of Administration (DOA) projections. The conservative scenario uses DOA's growth projection for the City, which relies on a continuation of past growth trends in the City. The second projection scenario uses DOA growth projections for the County, which has been projected to grow at a faster pace than the City. It is useful to have multiple growth scenarios to allow for some flexibility as to what the future might hold for Sheboygan. The City is not limited to a continuation of what past growth has been–and has an opportunity to pull in new residents who are coming to live in the region.

The Wisconsin Department of Administration estimates that the total number of households will increase in Sheboygan to 20,801 in 2020 and 21,162 in 2030. Overall, this is a 1.7% increase from today. The growth in housing units should exceed the growth in households, to accommodate 2% vacancy of owner-occupied units and 5% vacancy of renter-occupied units.

Market conditions support the continued growth of all types of housing, including both renter- and owner-occupied units. Under the conservative projection of accommodating an additional 361 households over the next 10 years, and continuing to support a healthy balance owner- and renter- units, the City will require a net addition (accounting for the loss of units in redevelopment) of about **401 rental units (40/year) and 325 owner-occupied units (33/year)**. This takes into account demand from new residents, existing residents and increasing vacancy rates to healthy levels. This also includes the 399 rental units currently under construction in the Badger State Loft, Kingsbury Village, and The Oscar. These projected needs are based on the assumption that the current balance of 39% rental units and 61% ownership units is maintained.

Under the high growth scenario assuming there will be 1,120 new households by the year 2030, the City will require a net addition of about **1,023 rental units (102/year) and 715 owner-occupied units (72/year)**.

KEY FINDINGS

- 401-1,023 additional rental units are needed in the City by 2030.
- 325-715 additional owner-occupied units are needed in the City by 2030.
- 1,289 total (including existing units) independent living senior units are needed in the City by 2030.
- 196 additional assisted living senior units are needed in the City by 2030.

Each of the next four pages breaks down the demand analysis for ownership and rental units using both conservative and high growth estimates.

Ownership Units

In total, there is demand for 244-536 single family-detached and 81-179 single-family attached (duplex, townhouse) units over the next ten years.

Single-family attached and detached unit price points should be within the following, based on current **ownership** price points and HUD FY2020 income categories:

- 60-131 units priced up to $129,000
- 64-141 units priced between $146,000-$222,000
- 45-100 units priced between $192,000-$281,000
- 156-342 units priced greater than $234,000

These findings are consistent with what we heard from housing expert interviews within the community–there is a need for more single-family homes at the $150,000-$225,000 and $250,000-$350,000 price points. The two major manufacturing employers we interviewed also said for the salaried positions they hire for, they generally

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UNITS NEEDED

pay $50,000-$80,000 per year. For these positions they often end up recruiting from outside the Sheboygan area. These positions generally look for short term apartments up front but will transition to ownership at some point. Wages for these positions are generally $50,000-$80,000. An affordable home at these prices points is $225,000-$350,000.

Currently, approximately 10% of Sheboygan's housing stock is single-family-attached housing. Instead of applying a 10% preference for single-family attached housing, the projections assume a 25% preference for attached housing. This is based on responses in the community survey and the idea of using attached units as an affordability strategy for those who seek homeownership but for whom conventional detached housing may be out of reach due to cost.

Figure 82. Ownership Unit Need Projection for Sheboygan-Conservative Growth
Source: HUD CHAS, MSA Professional Services

New Construction Ownership Housing Demand to 2030 - Conservative			
Demand from New Households Within the City			
Owner Household Growth	220 additional households		
Percent Owner Households under 65	71%		
Demand Generated for New Construction	**156 ownership units**		
Demand from Existing Resident Households			
Current Owner Households (those under 65)	8,725 households		
Annual Turnover	5.8%		
Households Anticipated to Move	504		
Desire New Construction	22%		
New Construction Demand	**61 ownership units**		
Total Demand for New Construction Ownership Units = 217 units			
Demand for Detached vs. Attached Units			
Demand for SF-Detached	75%	Demand for SF-Attached	25%
#	163	#	54
Additional Need for 2% Vacancy	81 units	Additional Need for 2% Vacancy	27 units
Total SF-Detached Need	**244 units (24/year)**	**Total SF-Attached Need**	**81 units (8/year)**
Total Unit Need = 326 units (33/year)			

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UNITS NEEDED

Figure 83. Ownership Unit Need Projection for Sheboygan-High Growth
Source: HUD CHAS, MSA Professional Services

New Construction Ownership Housing Demand to 2030 - High			
Demand from New Households Within the City			
Owner Household Growth		683 additional households	
Percent Owner Households under 65		71%	
Demand Generated for New Construction		**485 ownership units**	
Demand from Existing Resident Households			
Current Owner Households (those under 65)		8,725 households	
Annual Turnover		5.8%	
Households Anticipated to Move		504	
Desire New Construction		44%	
New Construction Demand		**121 ownership units**	
Total Demand for New Construction Ownership Units = 606 units			
Demand for Detached vs. Attached Units			
Preference for SF-Detached	75%	Preference for SF-Attached	25%
#	455	#	152
Additional Need for 2% Vacancy	81 units	Additional Need for 2% Vacancy	27 units
Total SF-Detached Need	**536 units (54/year)**	**Total SF-Attached Need**	**179 units (18/year)**
Total Unit Need = 715 units (72/year)			

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UNITS NEEDED

Rental Units

Rental unit projections are based on projected household growth, current housing tenure rates and affordability rates for current renter households. The calculations include the number of units that need to be added to bring Sheboygan from a rental vacancy rate of 3.3% to a rate of 5%.

Based on current **rental** price points and HUD FY2020 income categories, new rental units should be within the following price points:

- 184-471 units with monthly rent up to $918 (Affordable Units)
- 112-287 units with monthly rent between $1,028-$1,468

Figure 84. Rental Unit Need Projection for Sheboygan-Conservative Growth
Source: HUD CHAS, MSA Professional Services

New Construction Rental Housing Demand to 2030 - Conservative					
Demand from New Households Within the City					
Renter Household Growth	141 additional households				
Percent Renter Households under 65	82%				
Demand Generated for New Construction	**296 rental units**				
Demand from Existing Renter Households					
Current Renter Households (those under 65)	6,592 households				
Annual Turnover	26%				
Households Anticipated to Move	1,714				
Desire New Construction	22%				
New Construction Demand	**377 rental units**				
Total Demand for New Construction Rental Units = 673 units					
Total Adjusted Demand (399 Units Under Construction) = 274 Units					
Demand for Rental Units at Various Price Points					
Affordable Units	46%	Mid-Level Units	28%	High Market Units	26%
New Affordable Demand	126	New Mid-Level Demand	77	New High Market Demand	71
Additional Need for 5% Vacancy	58	Additional Need for 5% Vacancy	36	Additional Need for 5% Vacancy	33
Total Affordable Need	**184 units (18/ year)**	**Total Mid-Level Need**	**112 units (11/ year)**	**Total High Market Neet**	**104 units (10/year)**
Total Unit Need = 401 units (40/year)					

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UNITS NEEDED

- 104-266 units with monthly rent greater than $1,284

Two of the major manufacturing employers we interviewed stated many of the positions they are hiring for are hourly, full-time positions. Interviewees said people in these positions are often renters. The pay range for these positions is between $18 and $22 per hour. An affordable monthly housing cost for these positions is between $925 and $1,150 per month which is in line with our projections and further emphasizes a need for more affordable and mid-level units.

Figure 85. Rental Unit Need Projection for Sheboygan-High Growth
Source: HUD CHAS, MSA Professional Services

New Construction Rental Housing Demand to 2030 - High					
Demand from New Households Within the City					
Renter Household Growth	437 additional households				
Percent Renter Households under 65	82%				
Demand Generated for New Construction	**918 rental units**				
Demand from Existing Renter Households					
Current Renter Households (those under 65)	6,592 households				
Annual Turnover	26%				
Households Anticipated to Move	1,714				
Desire New Construction	22%				
New Construction Demand	**377 rental units**				
Total Demand for New Construction Rental Units = 1,296 units					
Total Adjusted Demand (399 Units Under Construction)=897 Units					
Demand for Rental Units at Various Price Points					
Affordable Units	46%	Mid-Level Units	28%	High Market Units	26%
New Affordable Demand	412	New Mid-Level Demand	251	New High Market Demand	233
Additional Need for 5% Vacancy	58	Additional Need for 5% Vacancy	36	Additional Need for 5% Vacancy	33
Total Affordable Need	**471 units (47/ year)**	**Total Mid-Level Need**	**287 units (29/ year)**	**Total High Market Neet**	**266 units (27/year)**
Total Unit Need = 1,023 units (102/year)					

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UNITS NEEDED

Senior Units

Sheboygan currently has about 4,952 households age 65 and older. By 2025 this is projected to be 6,388, and by 2030 8,368 households. Some in this age cohort will continue to live in their current homes, but others will look for dedicated housing for seniors. The projections for senior units needed in Sheboygan are into two categories: those requiring Assistance with Daily Living (ADL), and those not requiring ADL. Examples of ADL include meal preparation, assistance with taking medication or bathing, which are part of assisted living and nursing home facilities.

For Independent living facilities (ADL not required), there is a current estimated demand for 595 subsidized units and 168 market rate units. This need increases to 767 subsidized and 216 market rate units in 2025 and 1,005 subsidized and 284 market rate units in 2030. These numbers do not include the number of units that currently exist in the City, and do not include need from communities outside the City.

For assisted living facilities/nursing homes/memory care units, there is a current surplus of 234 beds in Sheboygan. By 2025 this decreases to a surplus of 53 and a need for 196 additional beds by 2030. This does include the existing supply of assisted living/CBRF/nursing home facilities currently found in Sheboygan. This does not include need from communities outside the City.

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Figure 86. Independent Living Demand Projection for Sheboygan-Conservative Growth
Source: See below

Age Cohort of Household	Assumptions	2020 Households	2025 Households (projected)	2030 Households (projected)
65+	-	4,952	6,388	8,368
Assistance with Daily Living (ADL) NOT Required*				
65+	55%	2,724	3,513	4,602
% Renter Households		***28%***		
Total Potential Market		763	984	1,289
% Subsidized		***78%***		
Projected Demand - Subsidized*		**595**	**767**	**1,005**
Projected Demand - Market Rate*		**168**	**216**	**284**

**Estimates from the Agency for Healthcare Policy and Research*
***2012-2016 HUD CHAS data for 62+ households*
****This does not include existing units*

UNITS NEEDED

Figure 87. Assisted Living Demand Projection for Sheboygan-Conservative Growth
Source: See Below

Age Cohort of Household	Assumptions	2020 Households	2025 Households (projected)	2030 Households (projected)
65+	-	4,952	6,388	8,368
Assistance with Daily Living (ADL) Required*				
65+	45%	2,724	3,513	4,602
% Renter Households		***28%***		
Total Potential Market		624	805	1,054
Minus Existing Supply of Assisted Living/CBRF/Nursing Home Units		858	858	858
Projected Demand		**(234)**	**(53)**	**196**

**Estimates from the Agency for Healthcare Policy and Research*
***2012-2016 HUD CHAS data for 62+ households*

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WHERE UNITS ARE NEEDED

Affordable Housing

Affordable rental housing often faces two challenges: local opposition ("Not in my Backyard") and financial feasibility. Affordable housing is almost always subsidized in some way. Common methods for subsidizing affordable housing include Low Income Housing Tax Credits (LIHTC) and local funding through active Tax Incremental Finance District or an affordable housing fund. Applications for 9% LIHTC are competitive and applications receive points based on a number of criteria they can meet in the following areas: being near bus stops; in qualified census tracts (identified by WHEDA); financial assistance (e.g. TIF); and being near amenities such as schools, parks, grocery stores, libraries, etc.

The map on pages 76-77 shows priority areas for affordable housing based on funding criteria for LIHTC. Lighter areas are the highest priority areas for housing. In addition to the benefits of increasing a potential housing project's LIHTC application scoring, building housing near parks, schools, transportation and other amenities is good planning practice.

A benefit to Sheboygan's older housing stock is that it provides naturally occurring affordable housing. For this reason, ownership affordability is considered a lower priority. Of greater issue is the quality/desirability of homes and barriers to homeownership such as lack of downpayment, credit history, and low income levels.

Condos

In 2017 the City and SCEDC commissioned a condo study which indicated a need for 162 condo units in downtown Sheboygan by 2021 (this study projects a need of 81-179 additional units by 2030). To date only 31 have been built. See the map below for specific locations the study recommended as potential locations for new condo development. The only recommended location that has been built is #8 (Water's Edge Condominiums).

Senior Housing

Downtown is also an ideal location for active living senior housing. Although many seniors prefer to age in place in their existing homes, there is a national trend of retirees and empty nesters moving downtown. The appeal of downtown is being closer to services and amenities - public transit, health care, pedestrian-friendly streets, arts culture, libraries, stores and human interaction - all things that are also attracting younger residents to live downtown. The preferred location for assisted living facilities and nursing homes is more flexible, though proximity to a health care facility can be advantageous.

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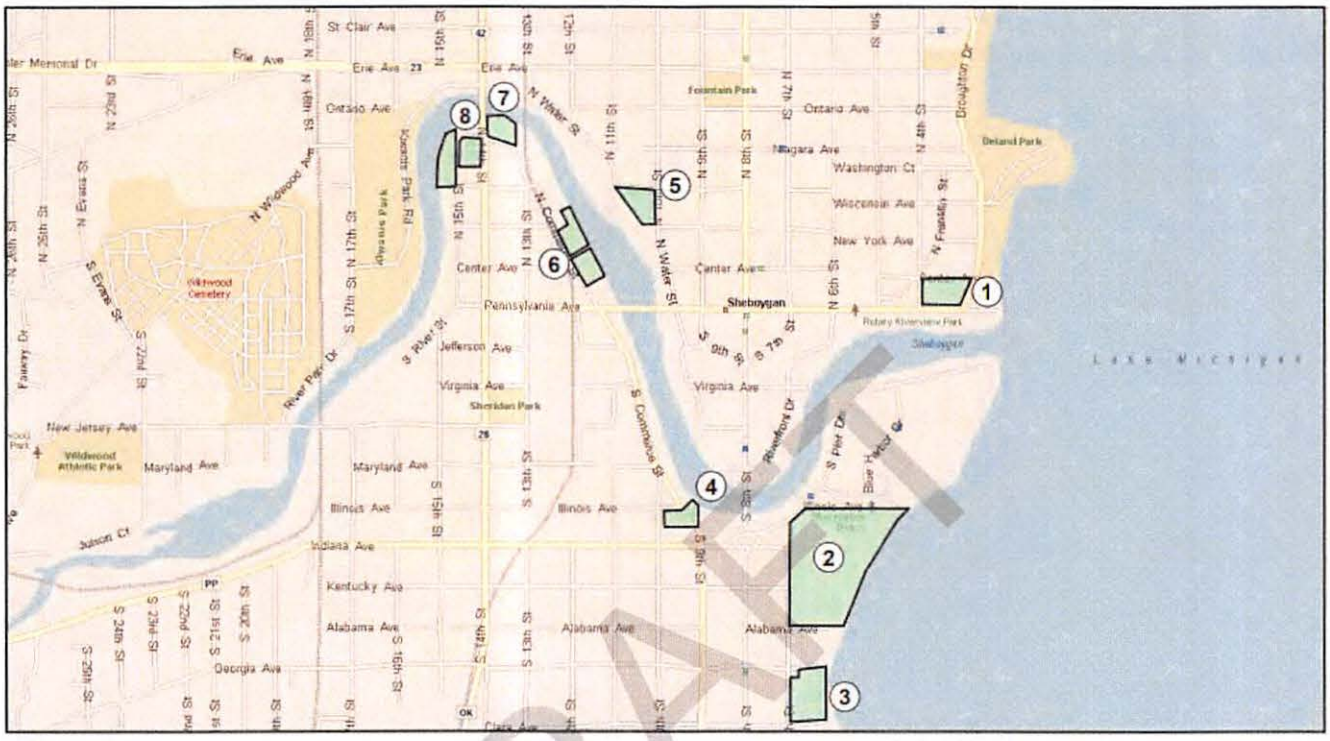


City of Sheboygan

WHERE UNITS ARE NEEDED

Figure 88. Recommended Locations for Condos in Sheboygan*

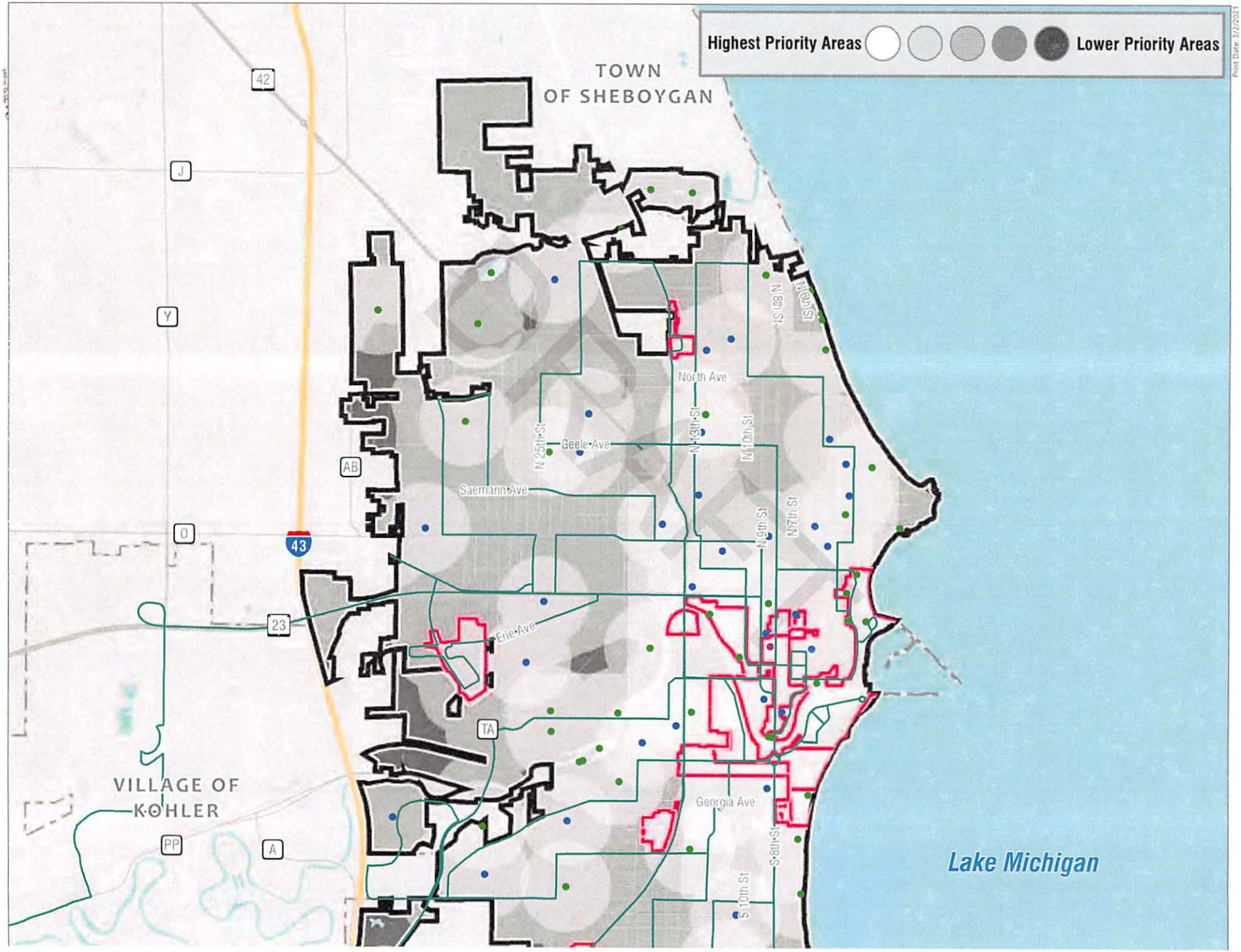
Source: 2017 Condo Market Study (Tracy Cross & Associates

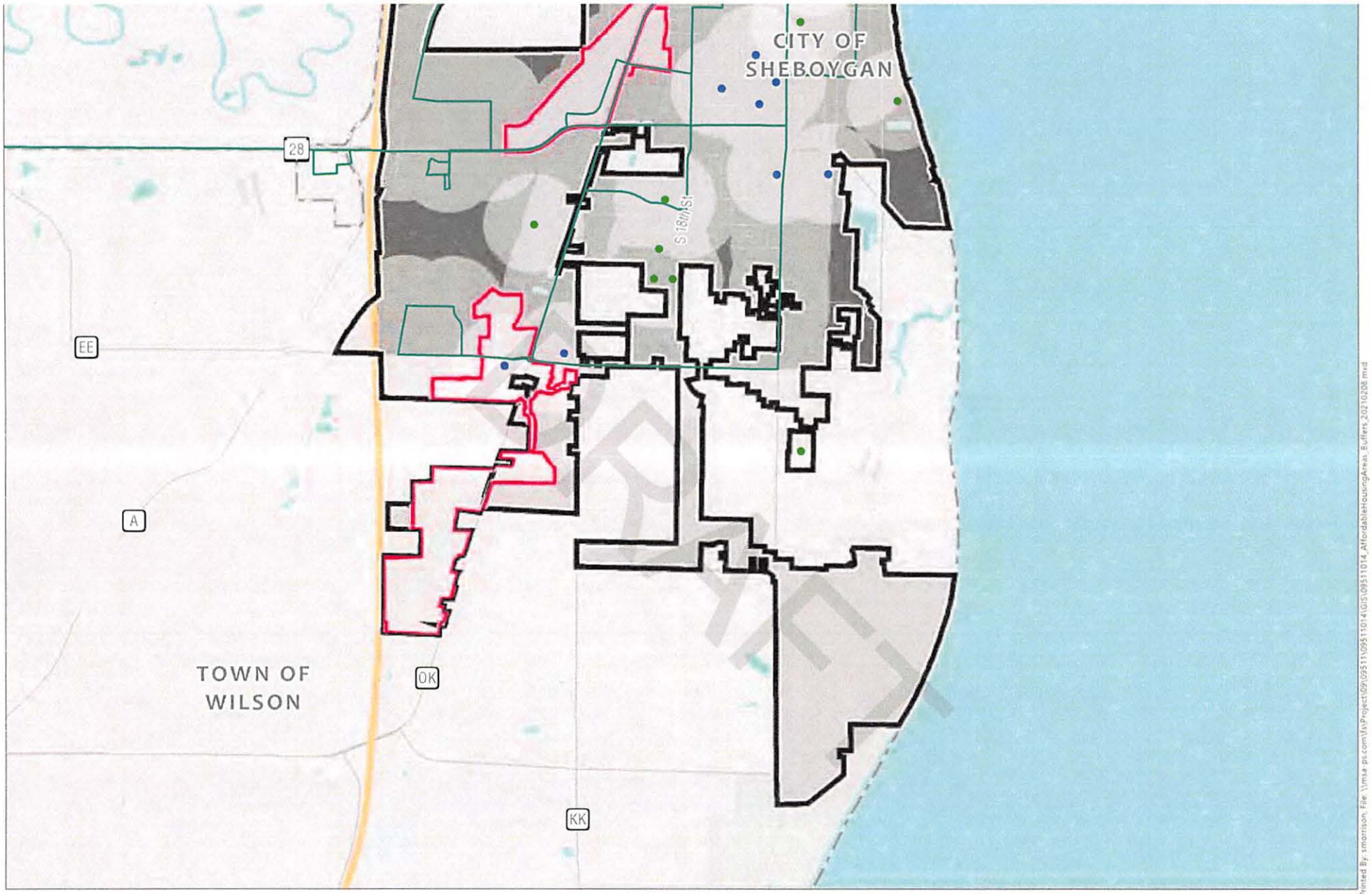


Key	Property
1	Armory Property (+/- 2 Acres)
2	Blue Harbor Property (+/- 14 Acres)
3	Optenburg Property (+/- 3 Acres)
4	Koepsell Property (+/- 1.5 Acres)
5	Kingsbury Property (+/- 2 Acres)
6	Mayline Property (+/- 2 Acres)
7	Boat Doctors/Launch Property (+/- 1.5 Acres)
8	Richardson Lumber Property (+/- 2 Acres)

**Note: A number of these sites were redeveloped in 2019 and 2020. Currently #5, #7, and #8 are unavailable. Check with the City Planning & Development Department for current redevelopment opportunities.*

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Highest Priority Areas
Lower Priority Areas
Print Date: 3/2/2021
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
42
J
Y
AB
O
43
23
TA
PP
A
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 7th St
N 8th St
N 6th St
S 10th St
S 6th St



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

N 0 0.5 1 Miles

- Park
- Mead Public Library
- School
- Bus Routes
- TID/TIF District
- Waterbody
- City of Sheboygan
- Municipal Boundary

Target Areas for Affordable Housing

Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_AffordableHousingAreas_Buffers_20210208.mxd

CHAPTER 9

IMPLEMENTATION

Previous chapters have laid the groundwork for how the housing market in Sheboygan is functioning and where current and future gaps exist. This chapter focuses on strategies the City should use to fill these gaps identified in the housing market, with the overarching goal of improving housing affordability throughout the community.

PRIORITY FOCUS

To focus on improving affordability, generating more of the most-needed units, and where the most opportunity lies for the City, it is recommended that the following unit types and locations be prioritized for development:

Unit Types Needed

- **Condo Ownership**–Attached ownership units with less land cost than detached single-family homes.
- **Senior Housing**–Independent and assisted living units for the growing senior population.
- **Missing Middle Housing**–Varied housing forms with 2-16 attached units, either rental or condo, addressing both affordability and neighborhood compatibility (see below for structure types).
- **3+ Bedroom Rentals**–Quality units appropriately sized for families.

Location

- **Infill Development**–The City has limited greenfield growth opportunities. Put a high priority on infill housing of various types, especially downtown and along certain corridors or neighborhood enhancement nodes.

STRATEGIES FOR IMPLEMENTATION

Capacity Building & Communication

Housing Committee

A Housing Committee can be the driving force to implement this plan, including providing oversight on the development and administration of funding programs, supporting public outreach about the City's housing needs and programs, and supporting updates to this Plan as the market shifts and outside funding programs change year by year. This should be the first implementation step taken. Public outreach is going to be a critical function of this Committee to communicate the need for affordable housing in the community. The Housing Committee should aim to achieve (or exceed) the recommended units under the high growth projections within the City. There are many amenities and employment opportunities that make the City an attractive place to live, and it is likely with the right housing types and price points the City has a genuine opportunity to attract more of the housing and community growth that has been flowing into other jurisdictions.

This Committee can draw from local experts knowledgable about the housing market within the community including developers, realtors, landlords, non-profits, lenders, and major employers. Because the greater Sheboygan area is home to a number of major employers who foresee continued business expansions and hiring, it is important to include employers as they have a pulse on the salary ranges of employees being recruited to the area, which



STRATEGIES FOR IMPLEMENTATION

plays a key role in affordability. Employers are important allies in the effort to maintain balance between incomes and housing affordability.

Housing for All
In all of the programs, strategies, and communication the City has related to housing, a core message that should be that the City believes in access to safe, affordable housing options for all. Especially for certain groups within the population who struggle to find adequate housing more than others–those with a criminal record, prior evictions, the homeless, and low-income residents. Programs that focus on expanding housing options for these groups should be a priority for the City.

WHEDA Events
Ensure the City participates in the annual WHEDA conference, and other events hosted by WHEDA, with the goal of networking with developers. According to developers, one of the most important factors in their decision about where to develop is how supportive and flexible staff and elected official will be. The City should have a goal of making that a clear message to developers and come prepared with any opportunities that could be discussed.

Developer Summits
For the past five years the City has held day long Developer Summits in conjunction with the Sheboygan County Economic Development Corporation (SCEDC) to provide information about the community and potential development/redevelopment sites through a series of presentations, tours and demonstrations. The City has seen success from past events and should continue to host these, with a focus on inviting local, affordable housing developers.

Initiatives

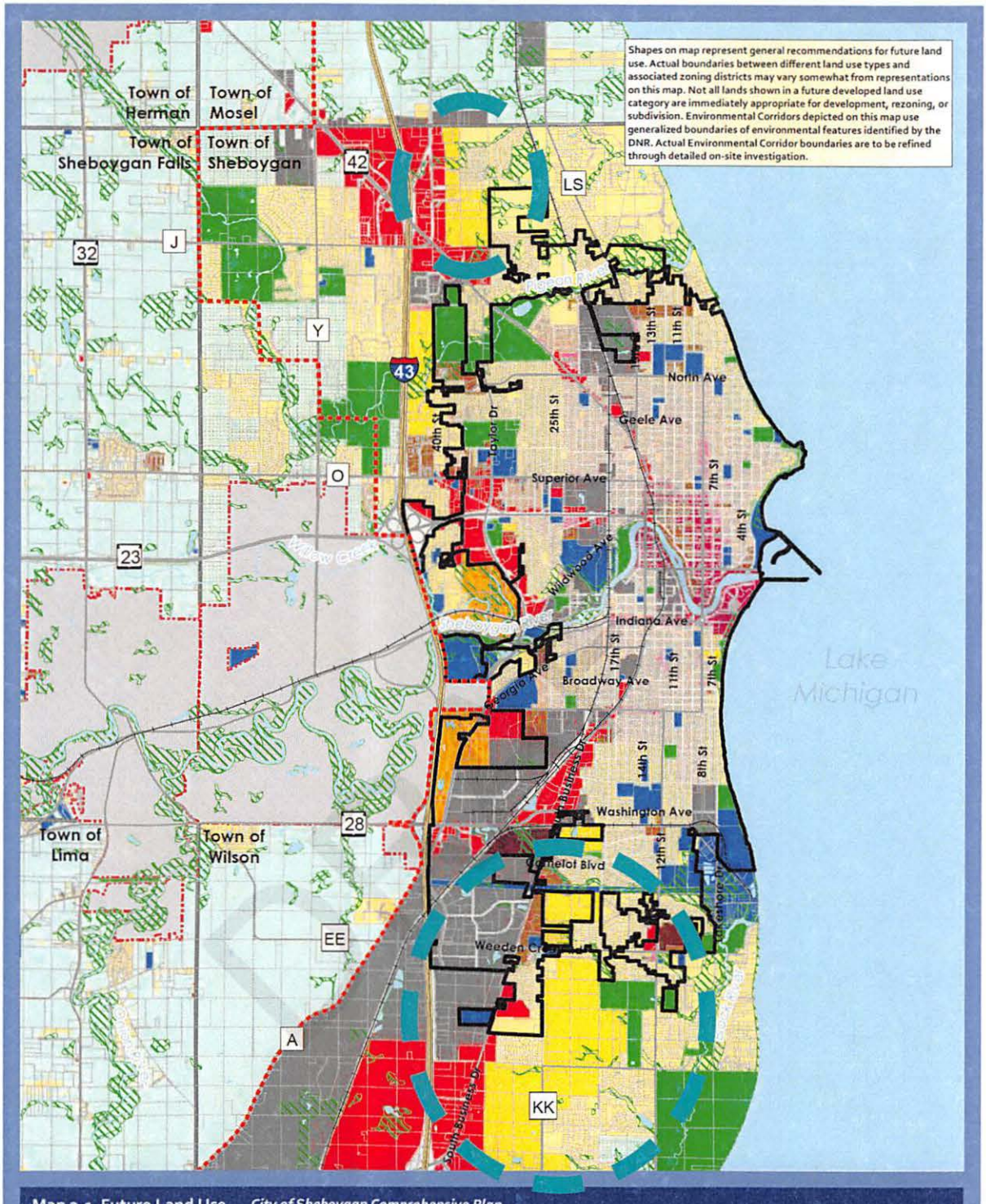
Neighborhood Associations
Continue promoting neighborhood identity and social cohesion through development of neighborhood associations. Several interviewees focused on the importance of creating a sense of community at the neighborhood level. The City could also use Neighborhood Associations as a way to engage residents in neighborhood planning efforts and developments that might impact a particular area. For major developments in/near a neighborhood that may provoke some controversy, the Common Council/local alderperson should work with the appropriate neighborhood association(s) to host a neighborhood meeting where the developer can present to and seek feedback from the neighborhood. Currently the City requires developers to provide a mailing notifying neighborhoods if a development is being proposed in the area.

City-Owned Properties
The City should identify properties that would be prime for redevelopment, in particular downtown, as well as locations in existing neighborhoods where smaller development projects (three-, four-plex, or small-multi-family) serve as a means to increase affordability. If the zoning code is amended to allow multi-family by right in some districts, this effort could include parcel rezones as multi-family properties are not currently allowed by right in any of the residential districts. There are several available properties that may currently be good candidates for purchase–the 7-acre Aurora Hospital site may be ideal for condos or townhomes; and the old senior center property (2.5 acres) may be a good opportunity to develop small-scale affordable housing.

The City should consider purchasing these properties through the Redevelopment Authority and advertising them on the City's website. A successful example of a community currently identifying, purchasing and selling lots is the City of Green Bay. The City has a portfolio of sites available for single- and multi-family residences, as well as mixed uses. Contractors, developers and potential homeowners are invited to submit a proposal for the intended use of a property. For multi-family projects the City issues RFPs outlining what they are looking for on a property. For residential sites the City's "New Homes in Your Neighborhood" program offers grants up to $25,000 for homeowners/developers and pre-approved house designs. Single-family units are required to be owner-occupied.

Neighborhood Master Plans
The City has two primary growth areas within its extraterritorial jurisdiction that are designated as planned neighborhoods (see circled areas on next page). The planned neighborhood to the south already includes land that is being annexed to the City. These two areas offer opportunities for the City to set a vision focused on making these neighborhoods walkable, including a mix of uses, a variety of housing types at differing price points (including Accessory Dwelling Units), quality parks and open spaces, and neighborhood gathering spaces. Careful site designs will be a key part of the success of these new neighborhoods. Neighborhoods that incorporate good urban design will also be more likely to attract residents

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Map 2-1 Future Land Use *City of Sheboygan Comprehensive Plan*

and reinvestment in the future. These new, well-planned neighborhoods should serve as models for other areas of the City of how mixed use neighborhoods can look and function. Along with the creation of these master plans, the City should use its Official Mapping power to reinforce the desired development outcome. It should be the intention of the City to eventually seek annexations in these areas, and in the meantime ensure that town development is aligned with the neighborhood master plans.

Tenant Resource Center

The City should consider creation of a Tenant Resource Center (possibly an expansion of services offered by CCCS) dedicated to promoting positive relations between tenants and landlords. Services that might be provided include housing counseling and an eviction clinic. The eviction clinic can provide information about landlord and tenant rights, housing law, services for eviction court and assistance securing housing after eviction. The greater Madison area has seen success with this type of center.

Regulation

Zoning Code—Multi-Family as a Permitted Use

Currently multiplex and apartment dwellings are allowed as conditional uses in all residential districts. The City should consider expanding the types of dwelling units permitted by right in each residential district to allow more development by right outside of single-family and twin homes/duplexes. It may also be appropriate to build in certain transitional design requirements to address compatibility with adjacent single family homes.

Zoning Code–Reduce Setbacks

The City should reduce front and side yard setbacks in all residential districts. Variances are a regular part of the redevelopment process in the City due to the smaller size of existing lots. Staff and Planning Commission are typically supportive of these variances, but it is an added layer of paperwork, approvals and fees that could be avoided by a code change.

Zoning Code–New Residential District

The City could create a new residential district to enable smaller lots on alleys. A district that specifically makes development of smaller, more affordable homes easier and reduces the need for applicants to request variances take less time and money for the City and developers. In this new small lot district, lots should be 45 ft. wide and have reduced front, side and back yard setbacks to accommodate alleyways. Front yard setbacks should be between 10 ft. and 20 ft., side setbacks between 5 ft. and 10 ft., and rear setbacks a minimum of 5 ft.

Code Enforcement Program

The City's targeted code enforcement program is recognized as a success for improving the appearance and (real/perceived) safety of neighborhoods and main corridors. One downside to the program, especially for older homeowners and those with low incomes and little equity in their homes, is that it can create hardships for those already struggling. However, due to the overall success of the program and older age of the City's housing stock, it is important the City have dedicated staff for its Code Enforcement Program. The City should continue to make resources available for home rehabilitation and work with willing property owners, applying empathy and offering solutions to solve problems. Working and problem solving with property owners takes more time than simply writing out a code violation letter, but it an important part of the program. The City should also continue to take legal action with property owners that are unwilling to remedy their violation(s).

Infrastructure for New Developments

To lower the cost of new greenfield development, the City should continue being flexible with developers on curb requirements and allowing modified urban cross sections. Any savings that can be realized on infrastructure, while still maintaining good, safe design, should be utilized as these cost savings are passed onto homebuyers.

Funding

Neighborhood Revitalization Fund

The City could expand the use of its Neighborhood Revitalization Fund to be a general purpose funding vehicle that can serve various affordability initiatives anywhere in the City. This can be used for matching funds, land purchase, new construction, renovation and downpayment assistance. Funds could come from TIF Affordable Housing One-Year Extensions (the City is already doing this), general obligation bonds, sale of surplus land, general fund budgeting and private contributions. This funding could be leveraged to make developers more competitive when applying for Low Income Housing Tax Credits (LIHTC). This fund could be sustained over time, at least in part, by offering loans rather than simply grants. A mix of 50% forgivable loan and 50% low-interest repayment within 5-15 years should be considered.

Workforce Housing Fund

The City could facilitate the creation of a Workforce Housing Fund for affordable units for workers in the region, similar to what was done in Dane County. A number of major employers and investors in Dane County have worked together to create this fund which has

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STRATEGIES FOR IMPLEMENTATION

$11.85 million committed so far. This fund offers investors a modest return on their investment as incentive. The employer partners benefit by helping ensure affordable, stable housing for the community which will attract and retain employees. A Technical Advisory Committee oversees the fund in Dane County and includes a variety of housing experts and investors. The fund is administered by Madison Development Corporation, a non-profit that owns and manages affordable housing and provides loans for hard-to-finance businesses. Applications are accepted for the fund and eligible projects are required to have a 15 year affordability minimum (40% to 80% AMI).

Tax Increment Financing—Affordable Housing Incentives

The City should use TIF for the construction of infrastructure - water, roads, utilities, sewer - necessary to encourage the development of housing, within the statutory limits as they exist or may be revised to further address housing affordability.

Tax Increment Financing - Affordable Housing One-Year Extension

A TIF district can be held open for one additional year beyond its planned or maximum duration to generate funds that will be used for affordable housing. All of the increment collected in that extra year can be used for housing anywhere in the City, with the stipulation that 75% must be used for affordable housing. More information can be found in section 66.1105(6)(g) of the State statutes. The City will have at least four TIDs closing over the next ten years, which is an important opportunity to build and sustain an Affordable Housing Trust Fund.

Federal Low Income Housing Tax Credit (LIHTC) - Section 42 Housing

LIHTC (or Section 42) is a federal program which gives the Wisconsin Housing and Economic Development Authority (WHEDA) the authority to issue tax credits for acquisition, rehabilitation or new construction of rental housing for low-income households. There are two type of tax credits available through this program: 1) Federal 9% Tax Credit (competitive) and 2) Federal 4% Tax Credit (non-competitive). Because the Qualified Allocation Plan (QAP) is updated every two years, and the scoring criteria usually changes, the City should ensure that at least one staff member stays up to speed on the current QAP and ways for developers to maximize points.

Wisconsin Low Income Housing Tax Credit (LIHTC)

Similar to the federal LIHTC program, Wisconsin offers a 4% non-competitive state tax credit which can be used as match for the federal 4% program.

WHEDA 7/10 Flex Financing

The City should encourage developers to apply for these low interest loans that require developers to set aside at least 20% of units to households at or below 80% AMI. This is a noncompetitive program and applications are accepted at any time. Loan amounts have a maximum of $10 million. One drawback to the program is that it is not as desirable when interest rates are already low.

Downpayment Assistance

Partners for Community Development, WHEDA and the Federal Home Loan Bank of Chicago (FHLBC) already have downpayment assistance programs which should be promoted. These programs are typically available for households at/below 80% AMI. The FHLBC Downpayment Plus program provides matching funds which could be matched from pools of local employers or from the City.

Federal Home Loan Bank Affordable Housing Program

Encourage developers of rental projects to apply, and encourage local banks and single-family home developers to participate in the Federal Home Loan Bank (FHLB) Affordable Housing Program (AHP). Under this program a FHLB member bank can partner with a developer to apply for grant funds for rental projects where at least 20% of the units are affordable for and occupied by those at or below 50% AMI or owner-occupied programs for households at or below 80% AMI.

Rental Incentive

Another topic that came up in multiple interviews and something other communities across the US are confronted with, is the difficulty those with criminal records face when trying to secure housing. The City could consider working with State Legislators to author a bill that would allow municipalities the ability to offer a local property tax credit to landlords who rent or renew a lease with someone convicted of a crime. A proposed bill in Illinois does just this–it offers an annual tax credit to landlords equal to 15% of the annual rent paid to a landlord by a qualified renter (someone who has been convicted of a crime).

Partnerships

Habitat for Humanity

Habitat for Humanity uses volunteer labor and donations to build and renovate affordable housing. The City should continue the partnership with Habitat by working to maintain a supply of lots for new Habitat home construction. This will require a collaboration with various developers to arrange potential sites. The City should also encourage the potential partnership between Habitat and the Library to rent tools out to residents and provide home maintenance courses.

STRATEGIES FOR IMPLEMENTATION

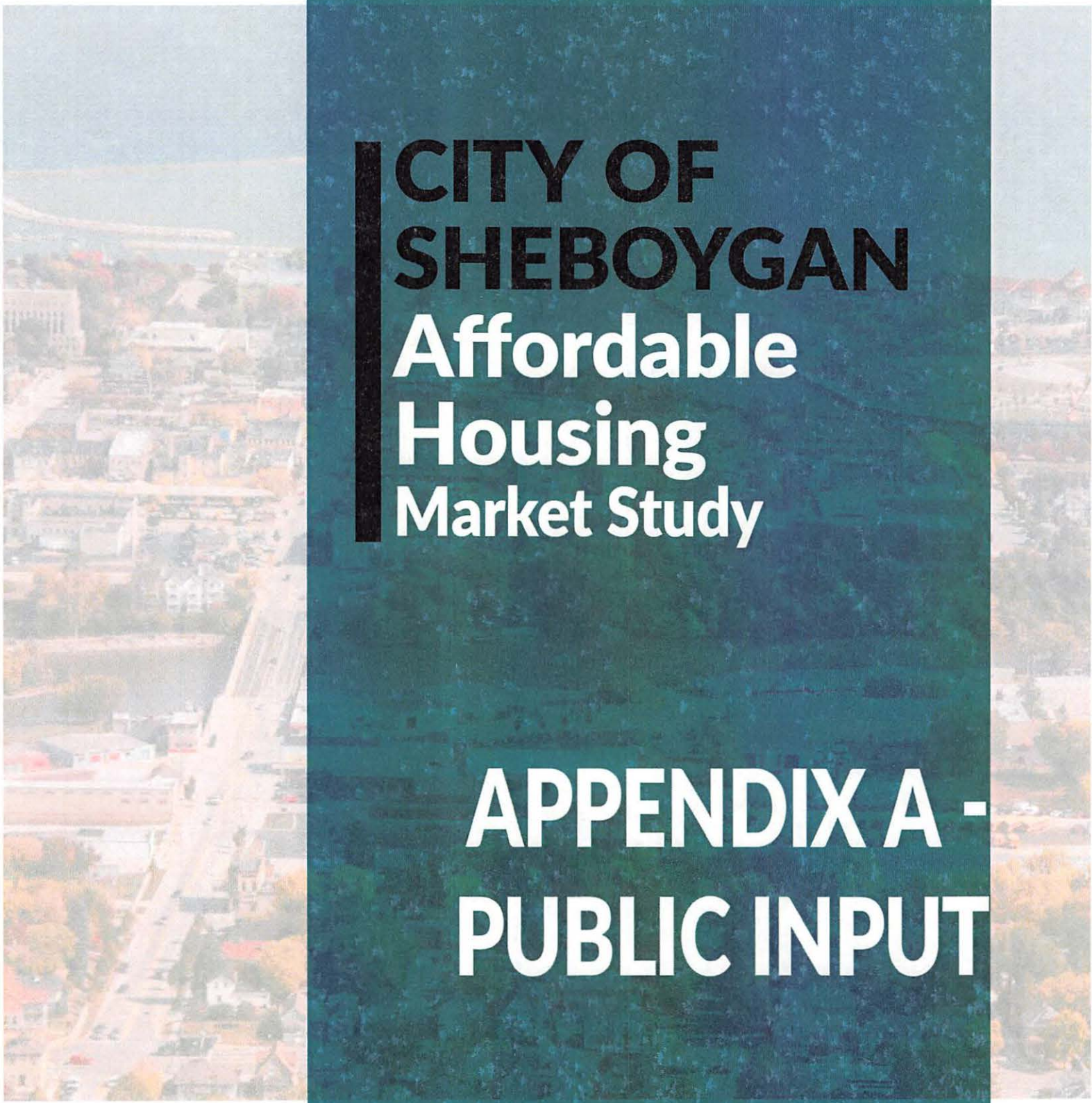
Partners for Community Development
This local non-profit developer currently offers weatherization, support for first-time homebuyers, and owns and manages affordable housing in the City. Partners for Community Development is interested in rehab of existing vacant buildings to keep the character of the community and build a sense of pride. This would be an activity that could be funded through the Affordable Housing Trust Fund.

Landlord Education
Continue landlord education and advertisement about education opportunities because quality of rental units was a concern brought up in both the community survey and interviews.

Major Employers
Major employers play an important role in the housing market in a community by bringing new people into the community or areas nearby. Employers have the best pulse on how many people they plan to hire, what their salaries (and budgets) will be, and what types of housing they may be looking for. In addition to inclusion of major employers on the City's Housing Committee, the City should convene a larger group of employers in the community at least annually to discuss housing issues and initiatives in the City. The goal of the meeting should be a better understanding about changes in housing demand in the region. By discussing housing initiatives with employers, the City could help gain private sector support for developments which might be more prone to "not in my back yard" (NIMBY) sentiments. Major employers could be a strong partner in advocating for new developments and for advocating for changes in policies and regulations that support the development of affordable housing.

Child Care and Health Care
For proposed (larger) mixed use developments, seek out or explore the opportunity to partner with a property management company that offers as a feature of renting, access to a healthcare or child care provider. There is overlap between success as a renter and family health and function. Service providers, especially for low-income households, state that access to physical and mental healthcare, as well as child care, are major barriers to success for their clients. A related option would be to site affordable residential developments adjacent to healthcare or child care facilities. The Union Corners development in Madison, WI did a similar thing–it sited a new healthcare clinic adjacent to an affordable/market rate apartment building targeted to seniors.

DRAFT



CITY OF SHEBOYGAN Affordable Housing Market Study

APPENDIX A - PUBLIC INPUT

Sheboygan Affordable Housing Study
Summary of Interviews

1. What are the positive aspects of housing in Sheboygan?
    - Affordability- older housing (especially on South side) ||||
    - Amenities-public access to Lake, good schools, safe communities, good highway access, unique shops downtown, downtown concerts and food trucks, recreation ||||
    - Homes for young professionals
    - City wants to focus on affordable housing
    - Great neighborhoods-people take pride in their homes ||
    - New apartments but they are too expensive, should be closer to $500-$600/month rent
    - Right out of college crew likes the new downtown apartments
    - Code enforcement program ||
    - City is friendly toward affordable housing development
    - City is committed to revitalizing downtown and new types of housing

2. How are supply and demand <u>not</u> balanced right now?
    - Currently there is housing worth $50,000 on the lake near downtown that could be redevelopment opportunities
    - In 2015 city decided to focus on density
        - A lot of the recent redevelopments have needed remediation/environmental cleanup, funded by TIF
        - City unsure what people are willing to pay for apartments
    - Because of older housing City has focused on code enforcement-target specific areas of the City each year
    - Need more housing for those wanting to age in place (townhomes, apartments, assisted living, etc. communities)
        - Interest in condos
    - There is affordable housing in the City but quality is not great-lots are also very small so parking and access to garages are an issue.
        - These homes need repairs and people don't budget for that. You should have twice your mortgage saved for repairs each month.
    - Opportunity for rentals
    - Retail workers struggle and are generally cost burdened in the community
    - Need more subsidized housing-a real need for more vouchers or helping people move on from vouchers to the next step of housing
    - Need more single family homes at $250-$350k (and $150k-$225k) price point. Prices for contractors are high in Sheboygan-there is a shortage.||||
    - Need more 3 bedroom family apartment units ||
    - Need more affordable homes
        - People who have evictions and criminal records
    - New rentals are increasing the price of existing rentals
    - Need more rentals that are mid-level rent |||
    - Need more short term leases or temporary housing for employers
    - Housing for ALICE households, need rents of $600/month that are decent quality

3. What about the location of housing?
    - Currently a lot of riverfront properties are being redeveloped

- City has few opportunities for greenfield development
  - Developers are going to Town of Wilson and Town of Sheboygan because they have land and utilities
- People who can afford more than $150k don't want to live in Sheboygan because older homes are poor quality
  - Warner homes on south side of city seeing a lot of new development
  - Howard's grove and Sheboygan Falls, Plymouth have new subdivisions now. All of these are >$250k
- Most people buy in Town of Sheboygan, Sheboygan Falls, Kohler, Howards Grove. Taxes are higher in the City and the School District is an issue.
- There are some industrial properties in the middle of residential that aren't being used that could be converted to housing
  - Armory would be a good spot for housing

4. What is the most important improvement needed in the supply of housing here, and why?
   - More single family homes, but there is no greenfield space
   - People don't feel safe in the City-crime rates and quality of schools
     - Schools are repelling people from City
   - Need more Section 8 housing but no restrictions about renting to people with criminal records
   - Landlords ||||
     - Some landlords do care about the community-offer subsidies to help them develop housing in south of City
     - Landlords can't pay for lead paint remediation
     - Work with landlords
   - With COVID landlords are taking people to court for eviction based on "non-financial" reasons, however these people are going to have a hard time finding housing with this on their record.
     - Incentives for landlords to rent to people who have had evictions or people who are 80% CMI
   - 1BR and 3+BR units (hard to house families)-quality affordable ||
   - It's hard for people to get mortgages-issues with banks, lack of earning a livable wage
   - Places with month to month or short term leases
   - Newer and more modern homes

5. Considering any supply/demand/location gaps already discussed, what do you think is impeding the development of housing that would fill those gaps? Financial/lending impediments? Regulatory? Political? Something else?
   - NIMBYism for affordable housing ||
     - Is this because people don't want more brown people or lower income people in City?
   - Offer incentives to develop existing buildings
   - Focus on developing entire blocks
   - Focus on developers in the City
   - Need to bring pride back to the community
   - Funding
   - Lack of available land
   - Streamline permit and approval process

6. What are your views on the affordability of housing in Sheboygan? Is it a problem, and, if it is, for whom? What do you think the City's role should be to address affordability?

- Sheboygan is one of the most affordable places to live
- Right now there is a group of people struggling who don't make enough for subsidized housing but can't afford market rate
- People making <$20/hr need affordable housing in Sheboygan-need rental at $400-$500/month
- On a 50-70% AMI project that is being completed now, all units available for leasing are currently rented
- Dedicate one person on staff to fully understand WHEDA's QAP scoring, which changes every year, and strategize ways for developers to score additional points. This will help the City best align its funding resources with WHEDA and allow applicants to maximize points.

7. What role do you see for the City to influence the housing market? If public money is spent to adjust the housing market in some way, what type of housing should be the priority?
    - Reduce parking requirements
    - A lot of variances are given for redevelopment to occur downtown because of the small lot sizes due to older age stock. City expects good design, no standards.
        - Redevelopment is challenging with the zoning code.
    - Apartments and condos are mainly done through CUP (60-75%), the rest PUD
    - No ADUs in code because lots are so small they would be hard to fit.
    - In past City has purchased a row of existing homes and razed and spaced out new homes, this was in an area where they got a lot of complaints in City
    - Sometimes City will work with private developers to develop dilapidated housing
        - Did on subdivision, won't do again
    - City has done developer summits – this is how they got some of their apartments built (done by City Planning department)
    - Need more PPP to make it happen. Redevelopments take City involvement to clean up or offer TIF incentives
    - Acknowledge there is a shortage of 'quality' affordable units
    - Offer affordable financing for landlords or partner with them to make investments into older homes. Could use CDBG.
        - Education about what it means to be a landlord and responsibilities.
    - More Habitat funding to build more homes.
    - Allocate TIF for affordable housing initiviates
    - Homeowners need help to prevent foreclosures or condemnation. It costs a lot to raze homes.
    - Code enforcement picks on people who generally have fallen through the cracks and can't afford to make updates to home.
        - How do we connect these people to help
        - Double edged sword because code enforcement has helped clean up the community, especially Main Street.
        - Older homes often have no equity so rehabs are hard to fund-City grant program
    - Add a co-living unit
    - Partnership between library and Habitat to rent tools and have how-to courses for people to do home maintenance (some discussions have occurred about this)
        - Half day program at school to teach that home ownership isn't just about owning a home, interpreting building codes. Instead of violations require people go to a class about home upkeep.
    - Need more education about the types of people who actually live in affordable housing

- Direct people to programs to fix up homes
- Attend WHEDA events and let developers know City is supportive of affordable housing
- Consider funding up-front for smaller projects.
- City has been very easy to work with to complete an affordable housing project.
- Help landlords fix up homes if they have agreements about who they rent to/collaboration between city and landlord | | |
- Focus on attracting affordable housing developers
- Cut down on permits and requirements
- Keep property taxes reasonable

8. Do you have any advice for Common Council in its efforts to establish and maintain healthy neighborhoods and a good housing mix?
    - They only really get involved in amending code or in rezones, which they generally support
    - Design is most important. City doesn't have design standards.
        - Developers don't want to do this, it adds cost
    - Always NIMBYism for apartments (especially on north side) – developers should have a neighborhood meeting to get buy in. City at least requires developers to provide mailings to neighborhoods.
    - Neighborhood Associations – currently only have 6-10.
    - Study is a good start
    - Get businesses involved-get them to realize they don't just need bodies, they need affordable housing to get people to come to the City
    - Help people with code violations instead of fining them.
    - More mixed unit apartments
    - More equity and inclusion work to build community with BIPOC
    - We need to consider housing a basic human right
    - Partner with Public Health-focus on addressing mental health issues and rehabilitation
    - Some kind of advocacy activity to show what it is like to struggle to afford housing-BINGO to determine whether they are going to pay rent or food first (United Way might have something like this) https://www.apa.org/pi/ses/resources/publications/allocation-income-maruyama.pdf
    - Invest the time and resources in this. We need to come together as a community-there could be a real crisis once COVID moratoriums end
    - Develop something like Tenant Resource Center in Madison
    - Focus on neighborhood centers/associations

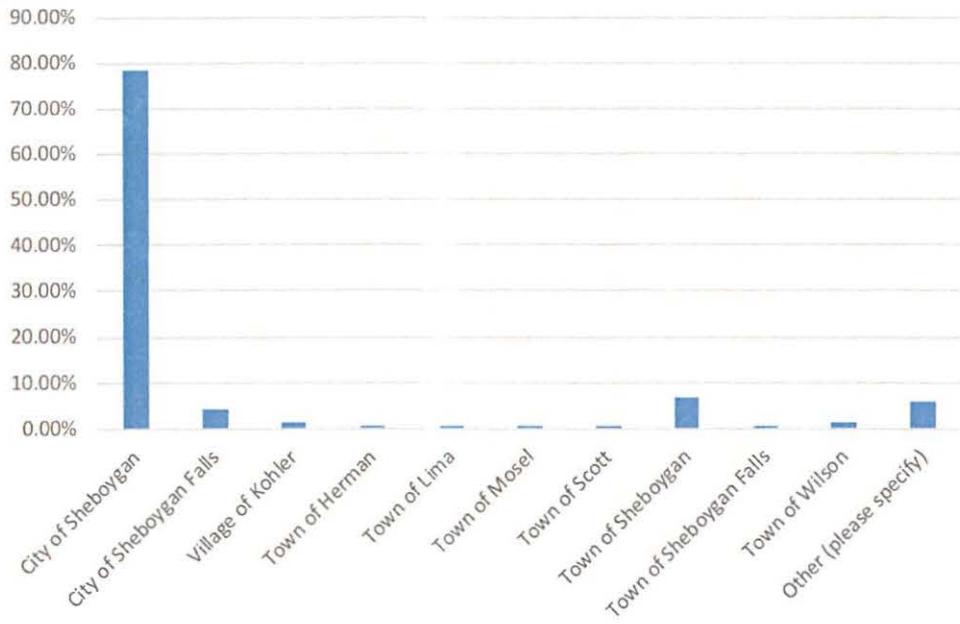
ADDITIONAL QUESTIONS

Realtor/Developer

1. What are your thoughts on the development process and regulations in Sheboygan? Better/worse than surrounding communities, and why?
    a. City has an additional contractor licensure process-the only City in Wisconsin that has this
    b. Since most redevelopments require variances, it would help to have a quicker process to go through the variance approval (currently takes 1-3 months)
        i. Focus on recruiting local developers

COMMUNITY SURVEY SUMMARY

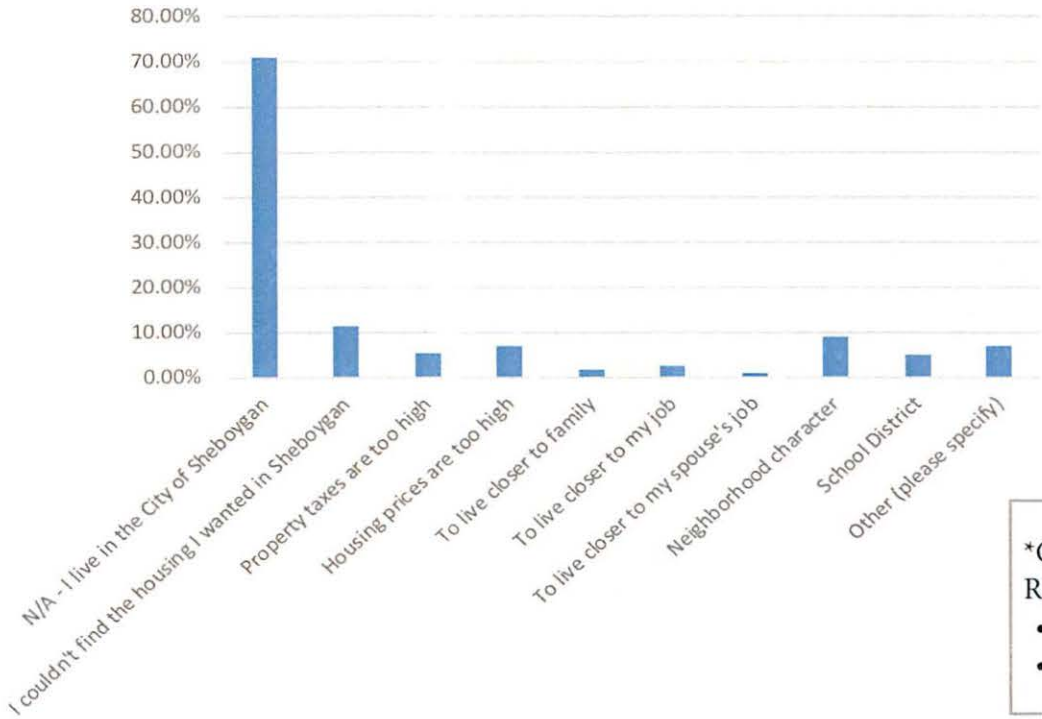
1. IN WHAT COMMUNITY IS YOUR PRIMARY PLACE OF RESIDENCE?*



*Most Common "Other" Response:

- Plymouth

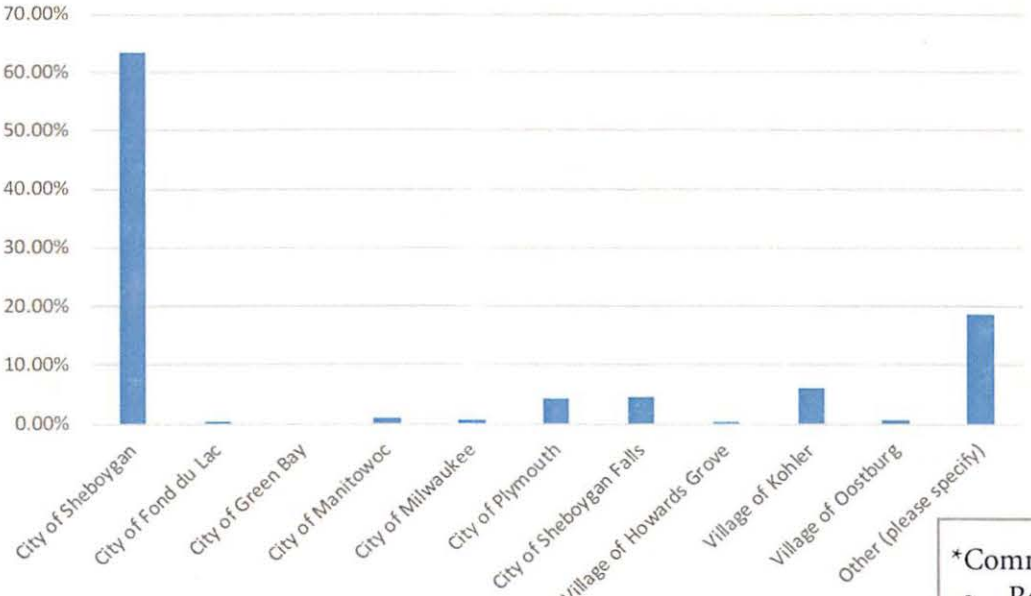
2. IF YOU DO NOT LIVE IN SHEBOYGAN, PLEASE INDICATE WHAT FACTORED INTO THAT DECISION (SELECT ALL THAT APPLY).*



*Common "Other" Responses:

- Saftey concerns
- Cost

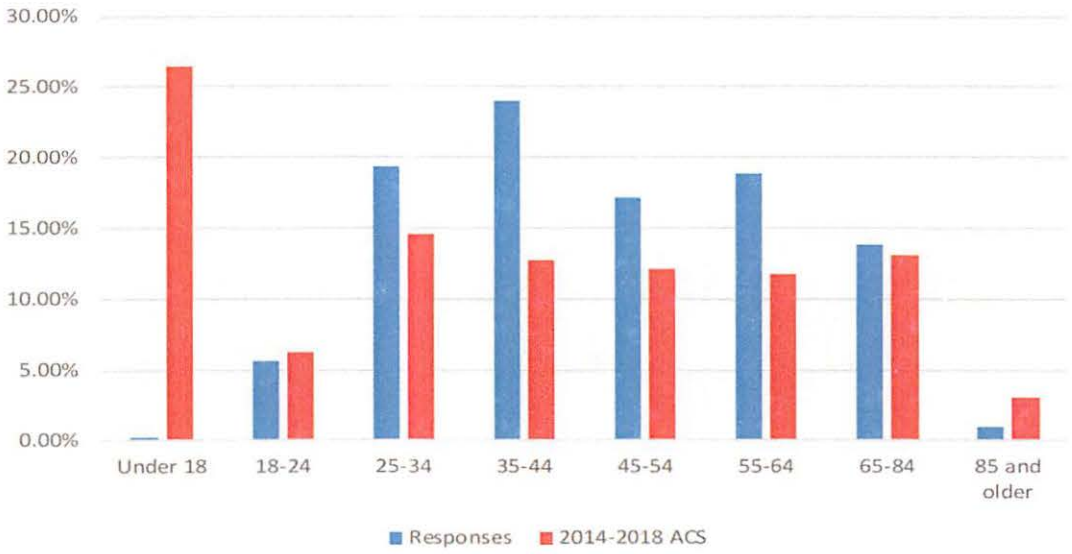
3. IN WHAT COMMUNITY IS YOUR PRIMARY PLACE OF WORK?*



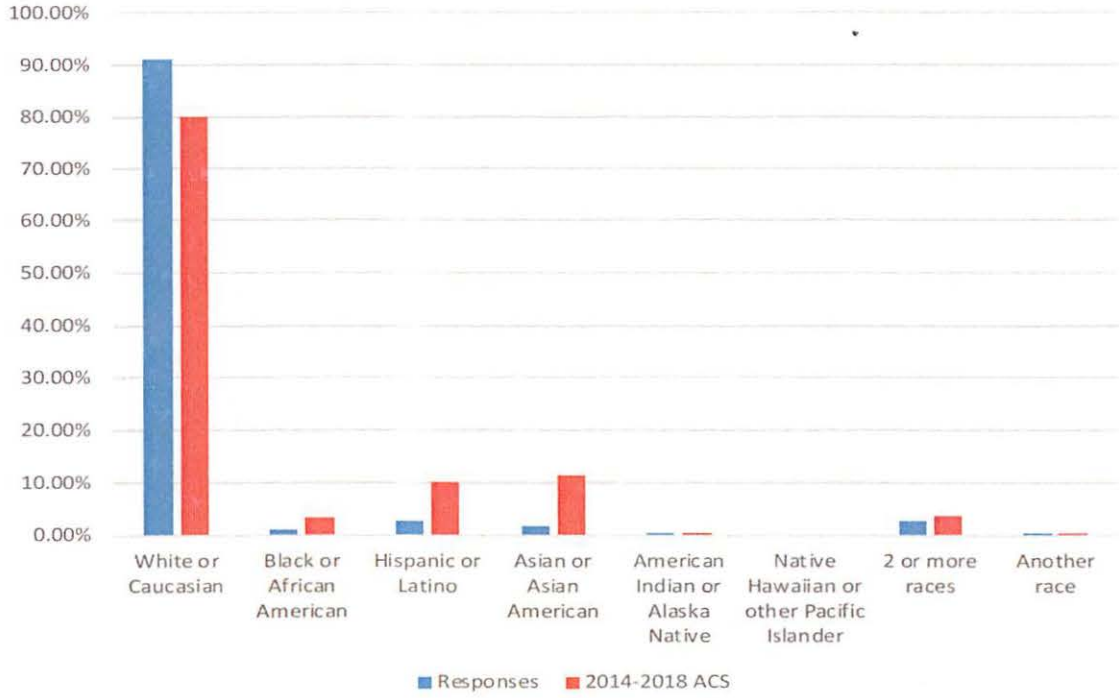
*Common "Other" Responses:

- Retired
- Milwaukee
- Town of Sheboygan

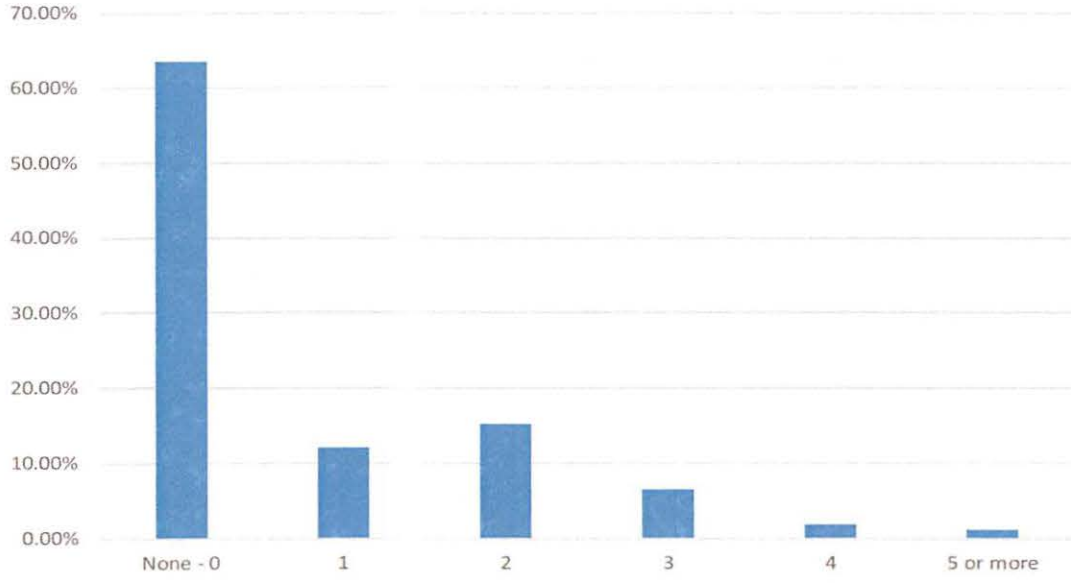
4. PLEASE INDICATE YOUR AGE:



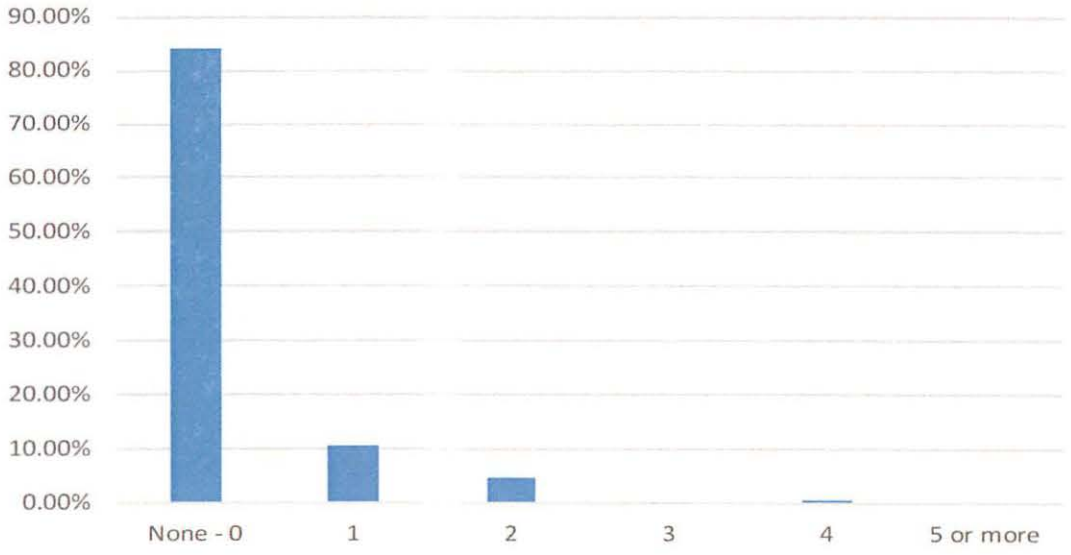
5. PLEASE INDICATE YOUR RACE OR ETHNICITY:



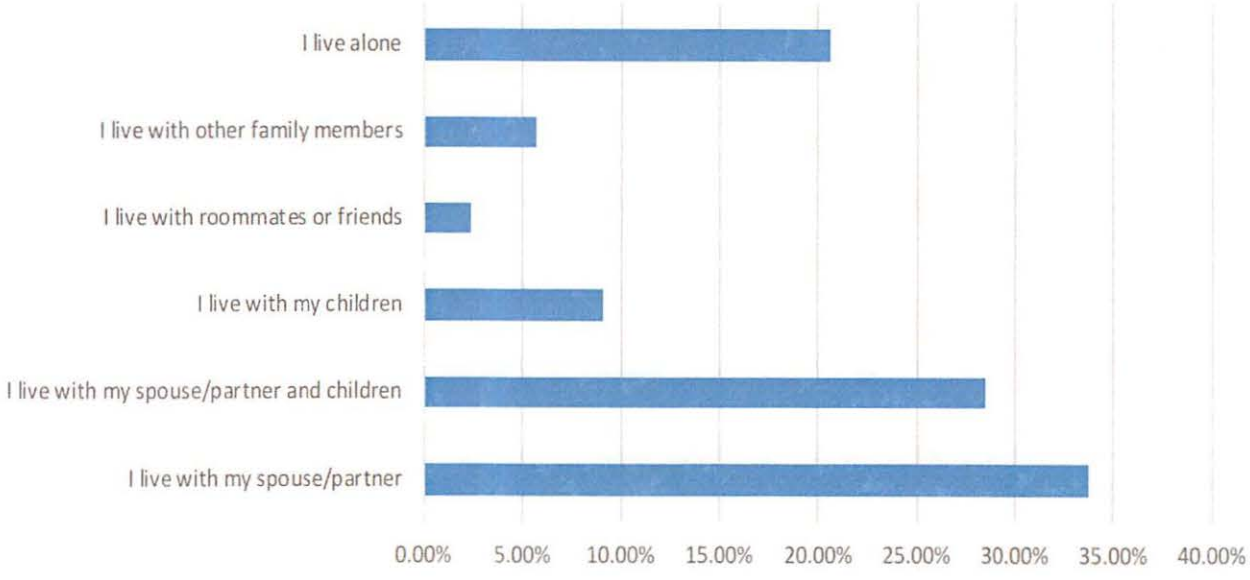
6. DO YOU HAVE CHILDREN UNDER THE AGE OF 18 LIVING IN YOUR HOUSEHOLD? IF YES, HOW MANY?



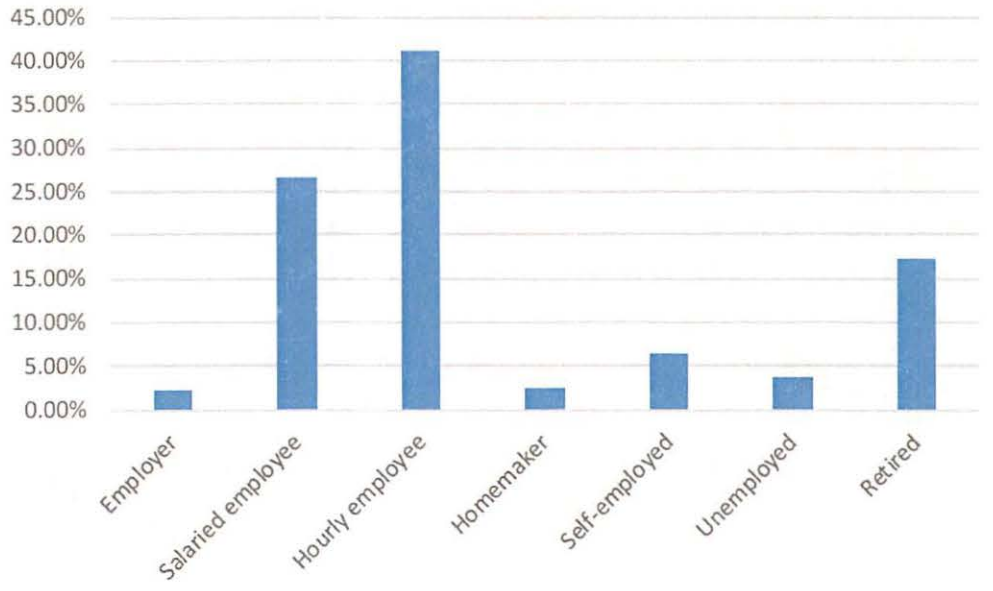
7. DO YOU HAVE ANY CHILDREN OR DEPENDENT ADULTS OVER THE AGE OF 18 LIVING IN YOUR HOUSEHOLD? IF YES, HOW MANY?



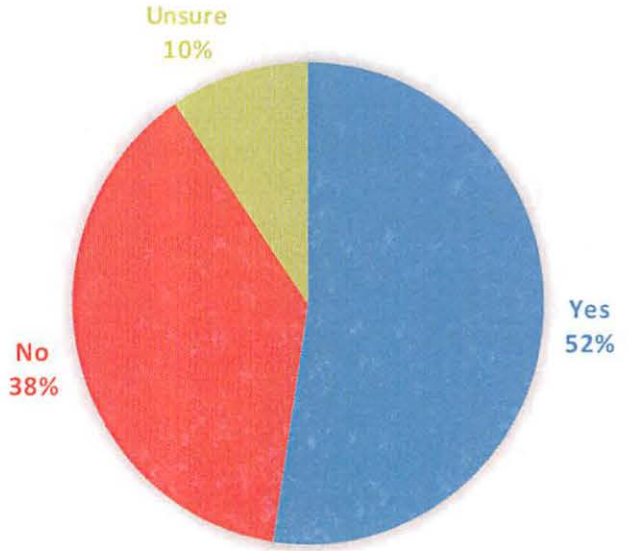
8. HOW WOULD YOU DESCRIBE YOUR LIVING SITUATION?



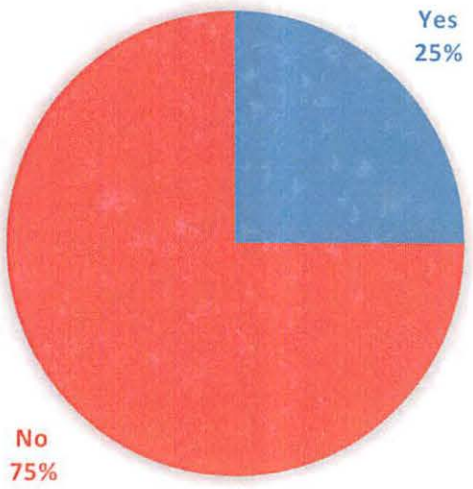
9. PLEASE INDICATE YOUR EMPLOYMENT STATUS.



10. EMPLOYERS: DO YOU FEEL AS IF YOU HAVE BEEN ABLE TO ATTRACT ENOUGH EMPLOYEES TO GROW YOUR BUSINESS TO ITS FULLEST POTENTIAL?



11. EMPLOYERS: IN THE PAST 5 YEARS, HAVE HOUSING-RELATED ISSUES IMPACTED YOUR ABILITY TO ATTRACT QUALITY EMPLOYEES?*

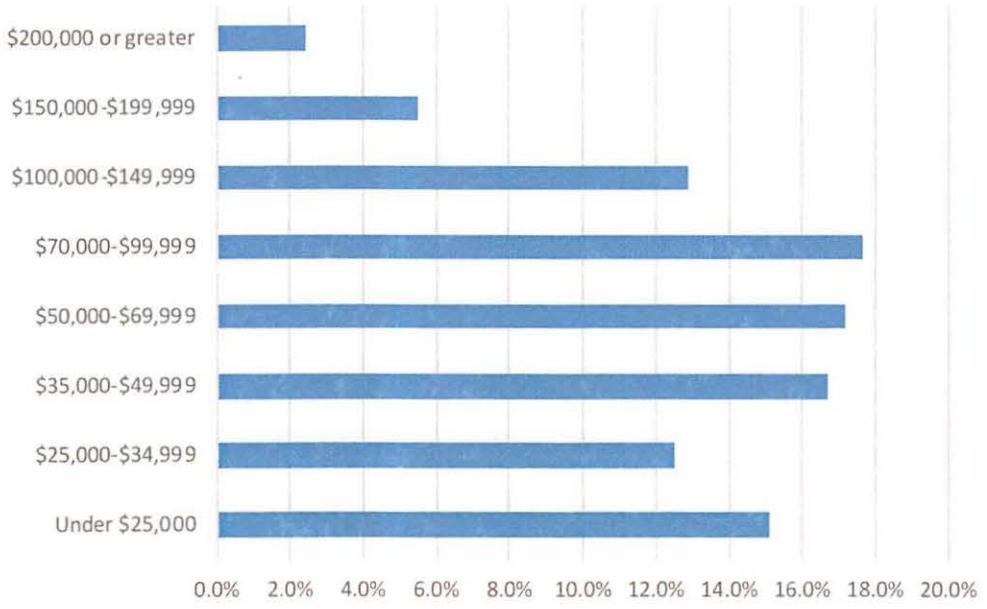


*Most Common Comment:

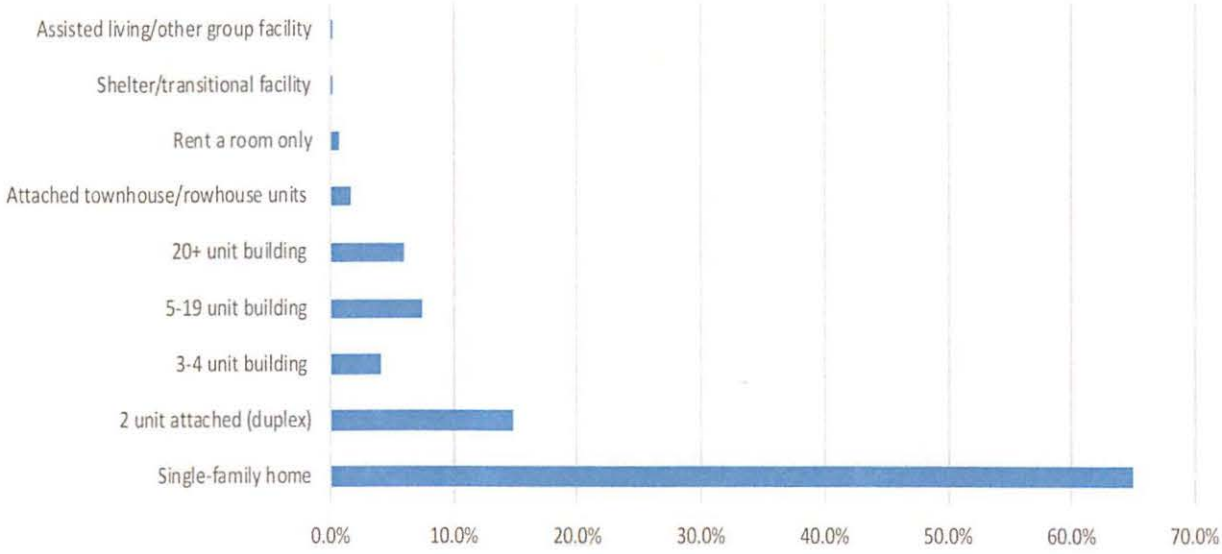
- Temporary and affordable workforce housing is hard to find.

One third (33%) of City of Sheboygan residents answered "yes" to this question as opposed to a quarter (25%) of all respondents, as seen on the pie chart.

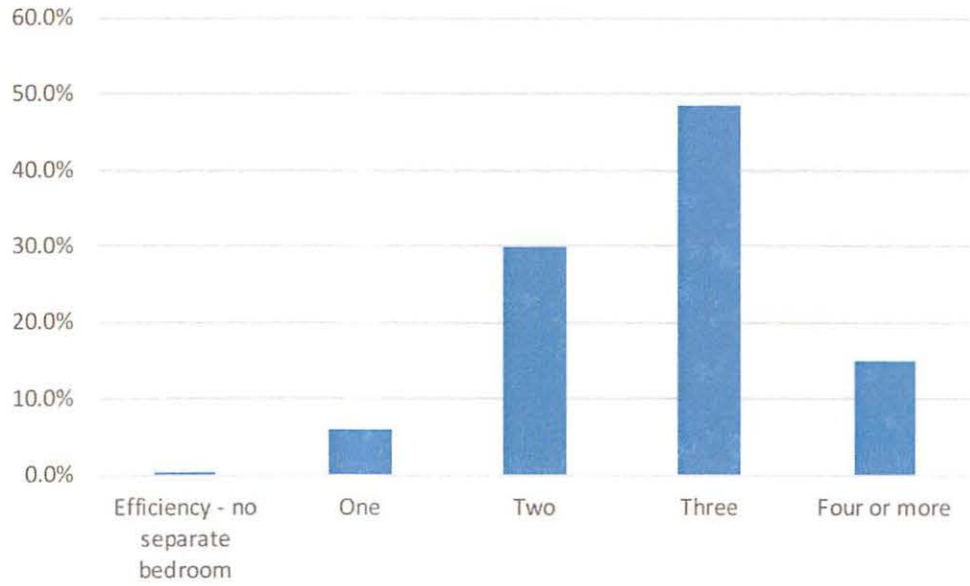
12. WHAT IS YOUR TOTAL HOUSEHOLD INCOME BEFORE TAXES?



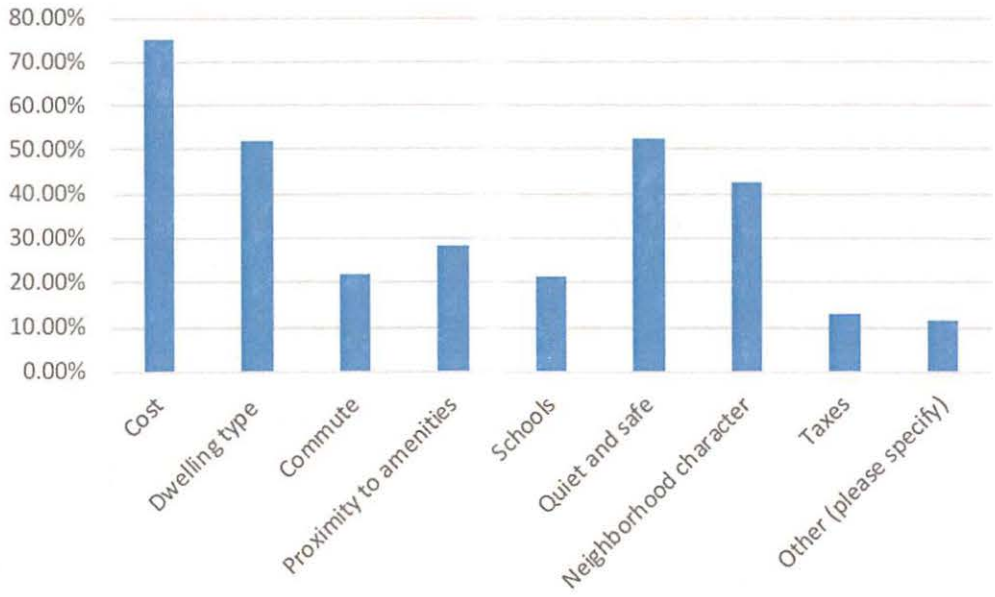
13. WHAT TYPE OF STRUCTURE DO YOU LIVE IN?



14. HOW MANY BEDROOMS DOES YOUR CURRENT HOME HAVE?



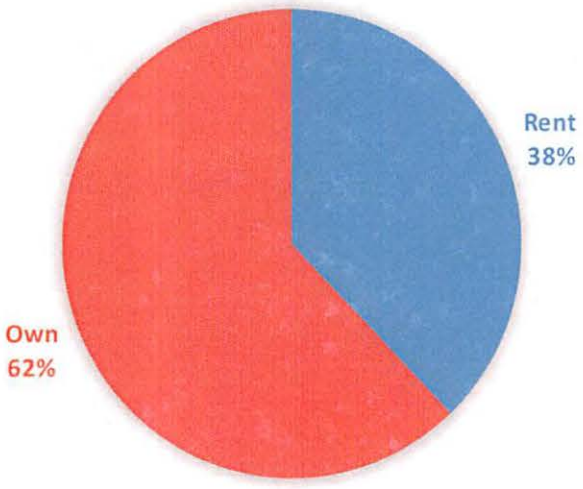
15. WHAT WERE THE IMPORTANT FACTORS IN DECIDING TO LIVE AT YOUR CURRENT RESIDENCE? (SELECT ALL THAT APPLY)*



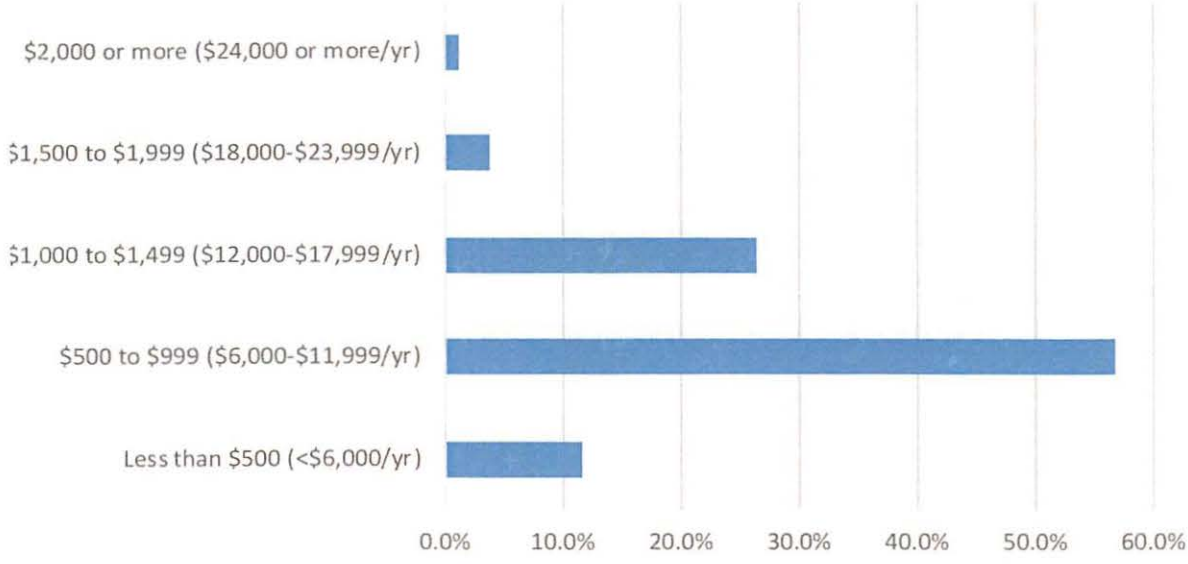
*Common "Other" Responses:

- Pet-friendly
- Close to family
- Well-maintained

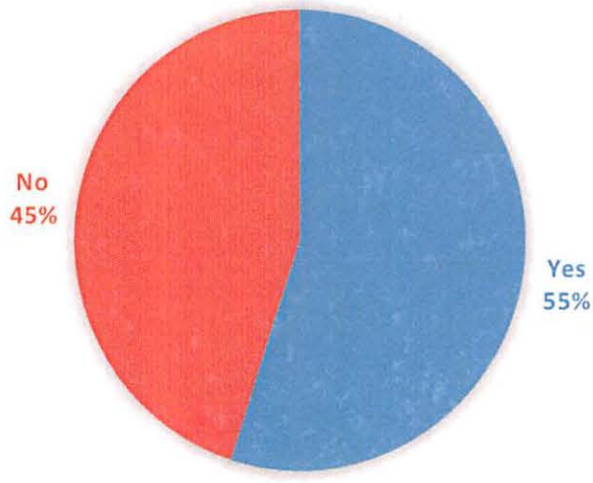
16. DO YOU RENT OR OWN YOUR PLACE OF RESIDENCE?



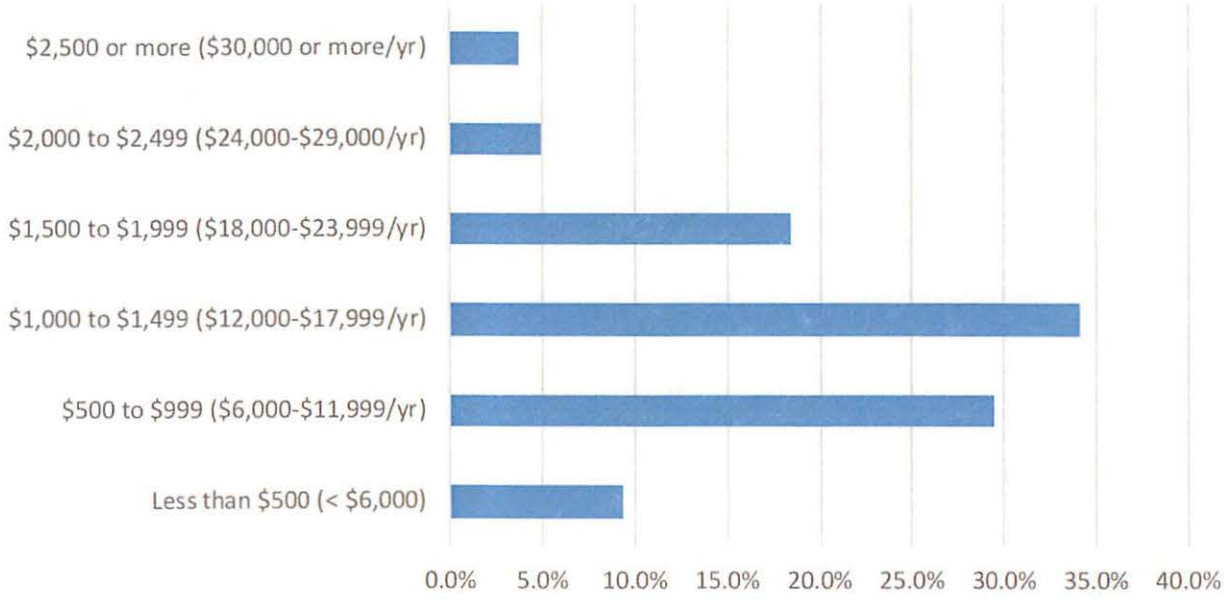
17. RENTERS: APPROXIMATELY HOW MUCH DO YOU CURRENTLY PAY FOR YOUR HOUSING EACH MONTH, INCLUDING RENT, INSURANCE AND UTILITIES?



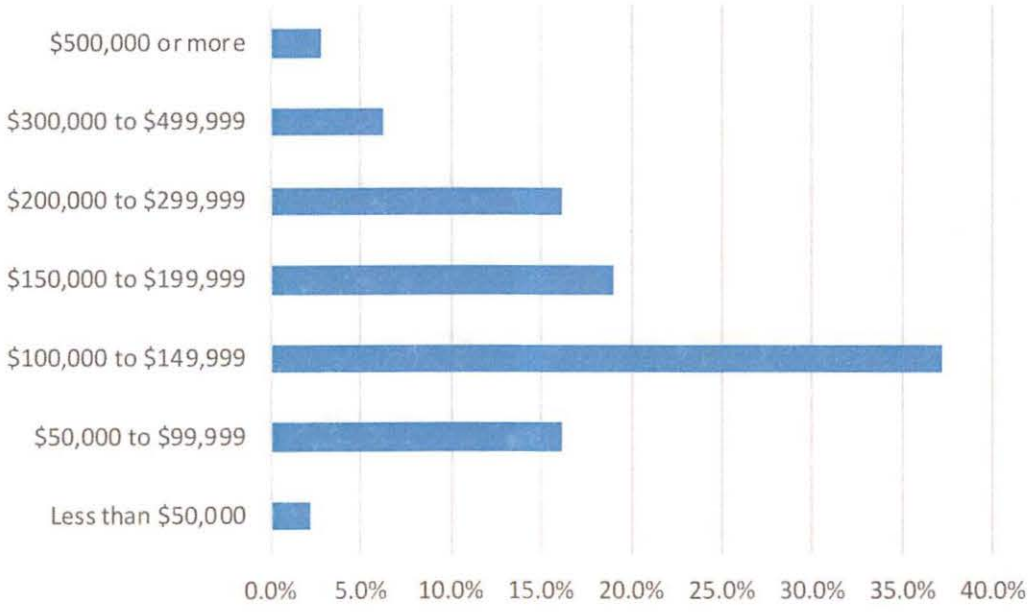
18. IF YOU ARE A RENTER, WOULD YOU CONSIDER LIVING IN AN ACCESSORY DWELLING UNIT/GRANNY FLAT/MOTHER-IN-LAW SUITE?



19. HOMEOWNERS: WHAT IS YOUR MONTHLY COST, INCLUDING UTILITIES, MORTGAGE PAYMENTS, TAXES, ETC.?

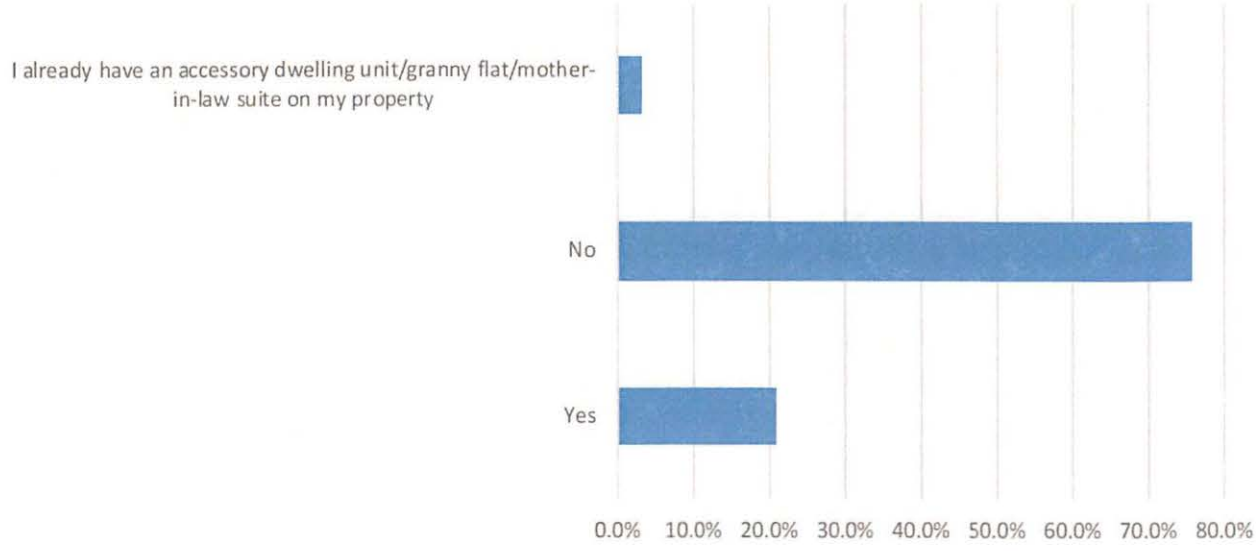


20. HOMEOWNERS: WHAT IS THE APPROXIMATE ASSESSED VALUE OF YOUR HOME?

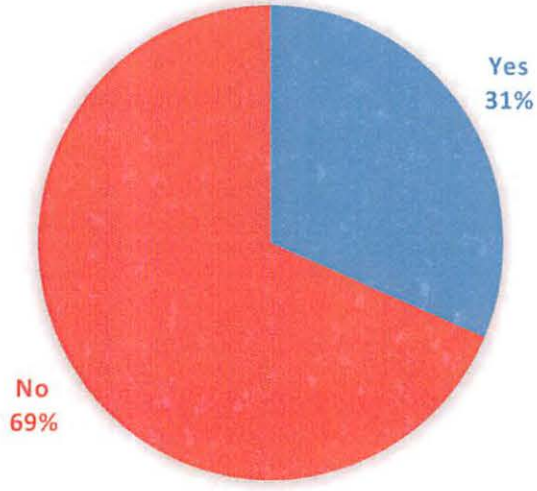


A slightly higher percentage (19.4%) of Sheboygan residents have homes that are worth $50,000-$99,999 than do all respondents (16%).

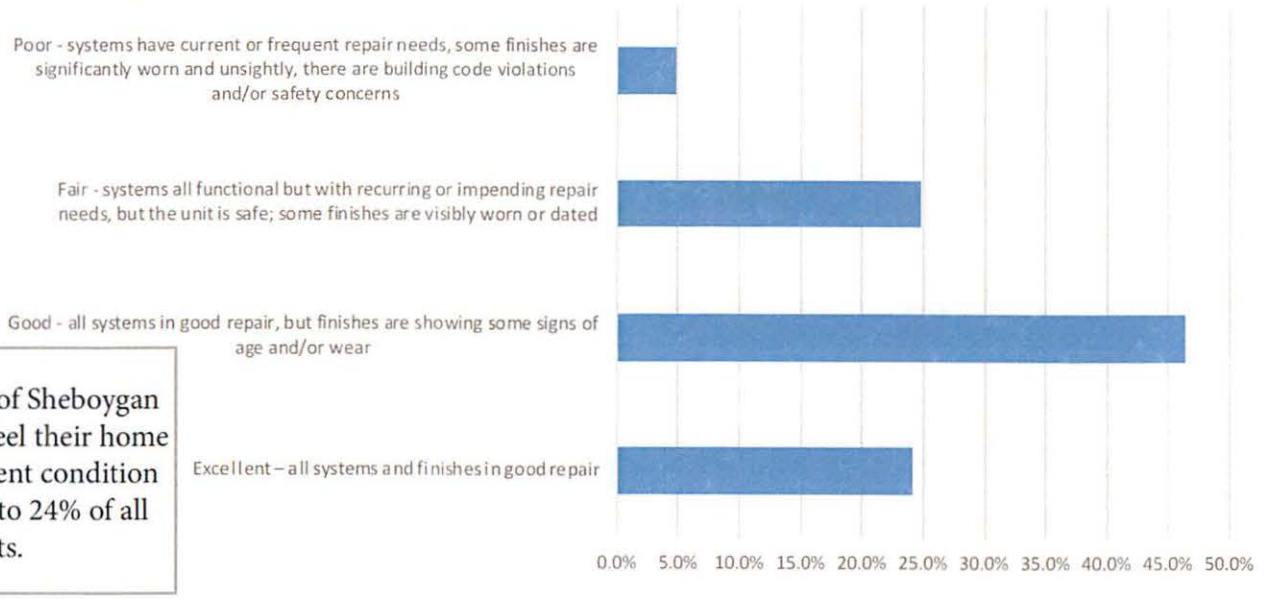
21. IF YOU OWN YOUR HOME, WOULD YOU BE INTERESTED IN ADDING AN ACCESSORY DWELLING UNIT/GRANNY FLAT/ MOTHER-IN-LAW SUITE TO YOUR PROPERTY?



22. IN THE PAST FIVE YEARS, HAVE YOU HAD TO FOREGO OTHER NEEDS SUCH AS FOOD, HEALTHCARE, OR CHILDCARE TO ENSURE YOU COULD CONTINUE TO PAY FOR YOUR HOUSING?

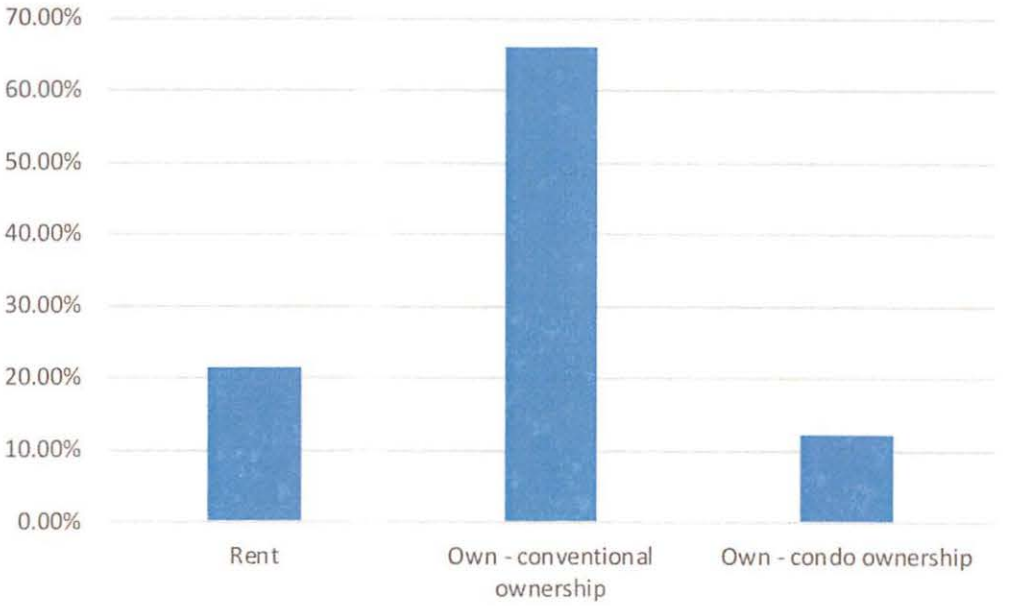


23. WHAT IS THE CONDITION OF YOUR HOME OR APARTMENT? CONSIDER BOTH THE BUILDING SYSTEMS AND THE INTERIOR AND EXTERIOR FINISHES?

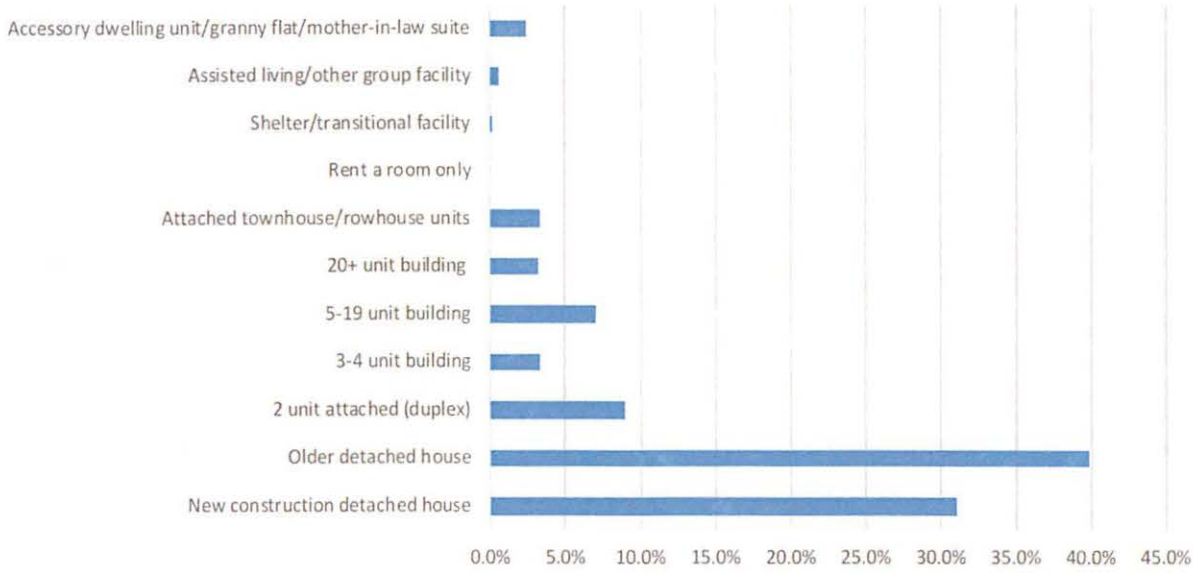


Only 20% of Sheboygan residents feel their home is in excellent condition compared to 24% of all respondents.

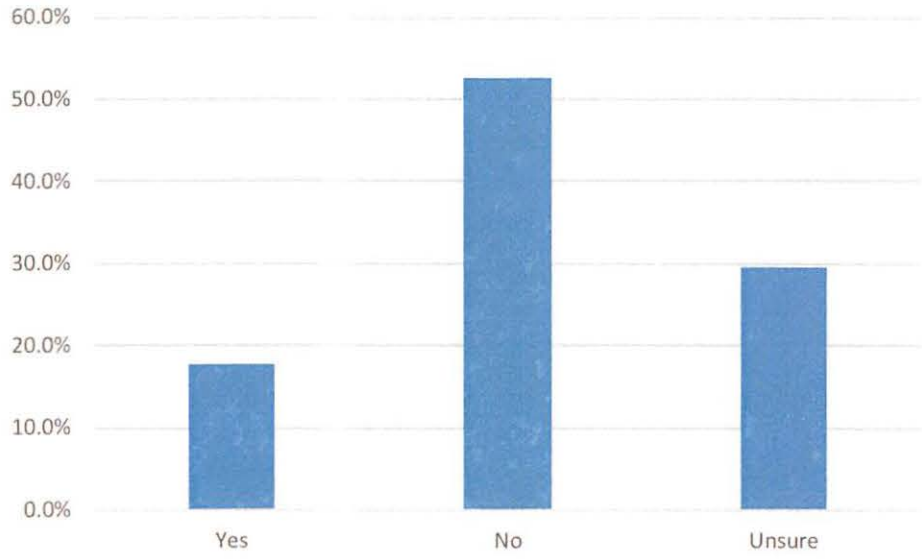
24. IF YOU WERE TO MOVE IN THE FUTURE, WOULD YOU RATHER RENT OR OWN YOUR HOUSING?



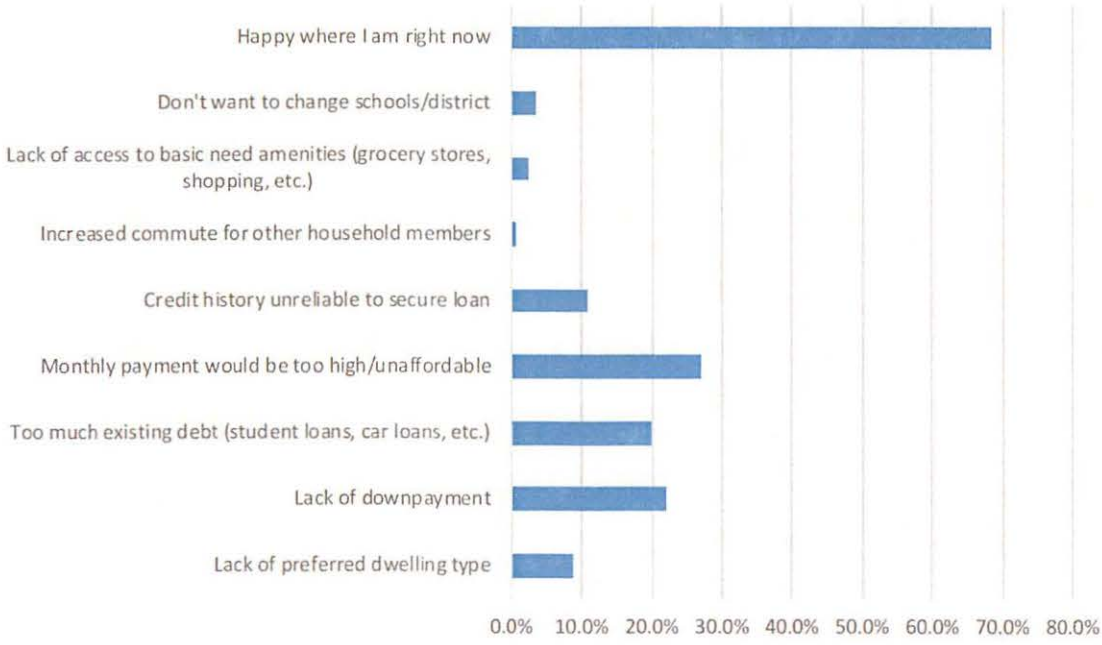
25. IF YOU WERE TO MOVE IN THE FUTURE, WHAT TYPE OF STRUCTURE WOULD APPEAL MOST TO YOU?



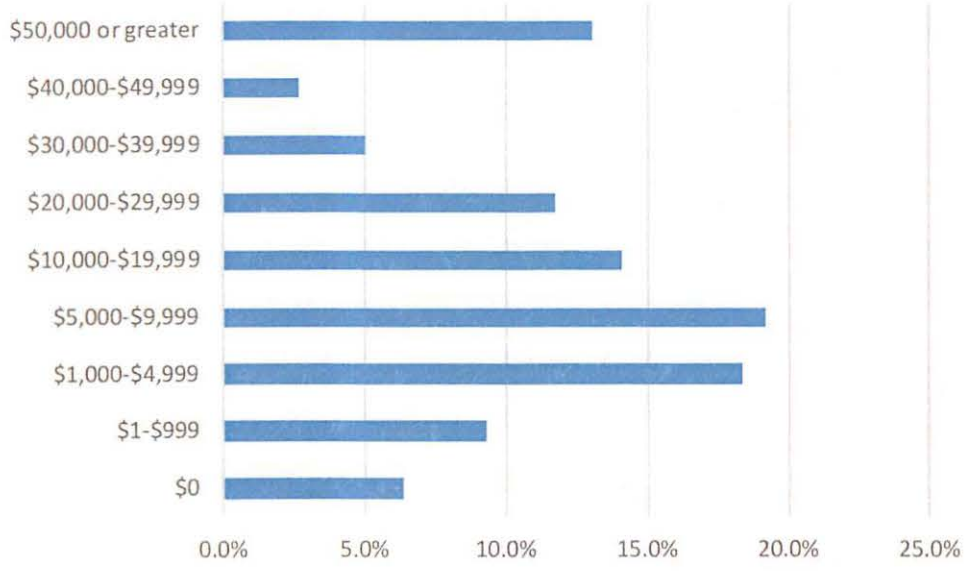
26. ARE YOU CURRENTLY PLANNING TO PURCHASE A HOME SOMEWHERE IN THE NEXT 2-3 YEARS?



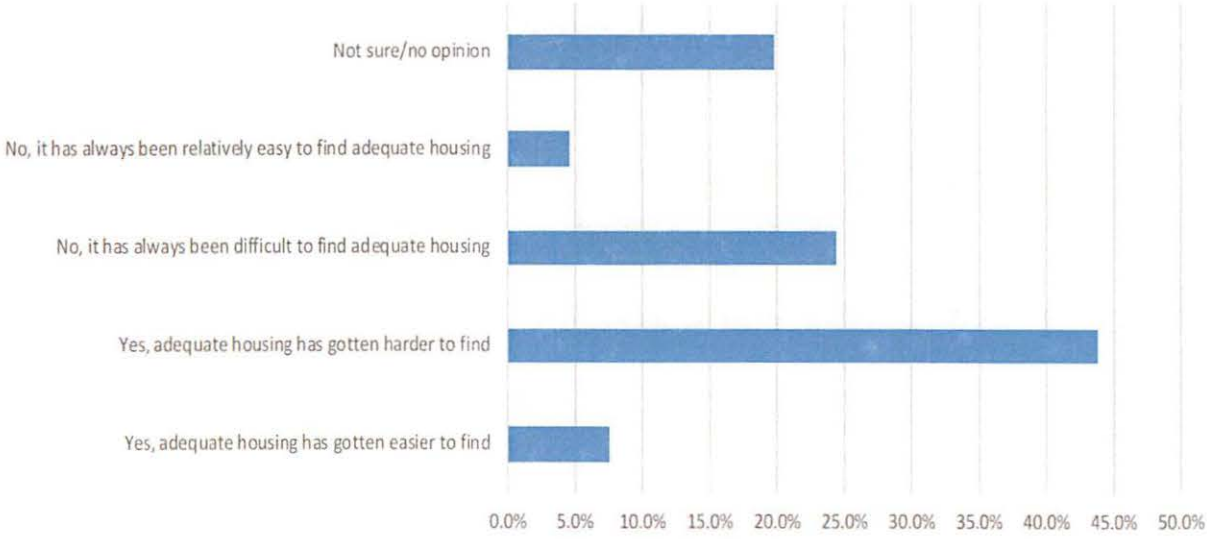
27. IF NO, WHAT ARE THE MAIN BARRIERS TO PURCHASING A HOME? SELECT ALL THAT APPLY.



28. WHAT IS THE ANTICIPATED AMOUNT OF FUNDS YOU WOULD HAVE AVAILABLE TOWARD A DOWN PAYMENT FOR HOME PURCHASE?



29. HAVE YOU PERCEIVED CHANGES IN HOUSING OPTIONS AND AVAILABILITY IN SHEBOYGAN OVER THE PAST 5 YEARS?*



*Most Common Comments:

- All of the new rentals are too expensive/too many "luxury" apartment complexes
- Affordable housing is old and unsafe and not well maintained
- There is no middle - only too expensive and low-income
- No small home options for singles and seniors
- Need more duplexes and affordable condos

30. IN YOUR OPINION, WHAT ARE THE GREATEST UNMET HOUSING NEEDS IN SHEBOYGAN RIGHT NOW? (SELECT UP TO 3)*



*Most Common "Other" Responses:

- Middle-income homes and apartments
- More pet-friendly condos and apartments
- Neighborhoods for all - mixes of housing types and greenspace
- Housing for single, young professionals or college students
- More condos and townhomes

*OPEN-ENDED RESPONSES

1. In what community is your primary residence?

- Adell
- Adell
- Cedar Grove
- City of Plymouth - did I miss this on the list??
- City of Plymouth WI
- Elkhart Lake
- Elkhart Lake
- Elkhart Lake
- Elkhart Lake Village
- Florida
- Glenbeulah
- Green Bay
- Howard's Grove
- Kiel
- Kiel
- Kiel
- Lived in city of sheboygan, bought a house in New Holstein in September
- manitowoc
- Manitowoc
- Manitowoc
- mesa ar
- Milwaukee
- NA
- New Holstein
- Oostburg
- Oostburg
- Oostburg
- Oostburg
- Oostburg
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth
- Plymouth, WI
- Plymouth, WI 53073
- St. Cloud
- Town of Greenbush
- Town of Holland
- Town of Mitchell
- Town of Plymouth
- Town of Plymouth
- Town of Rhine
- Village of cascade
- Village of Elkhart Lake
- Village of Howards Grove

2. If you do not live in the City of Sheboygan, please indicate what factored into that decision.

- Gated community for a retired adults with a two car garage
- Sheboygan was getting too big and too ghetto
- Middle point between my job and my roommates job, I am now living alone
- Senior
- Love the rural living and family atmosphere of my community
- Wanted acreage
- We wanted country living and it was too expensive in town of Sheboygan
- Affordable for a senior 78
- I have another house in the city I rent out
- I work at LCHC in Sheboygan
- Asking for more than the property worth
- had a horse that was in plymouth
- rural area
- Inherited a property in Kohler
- Rent was cheap
- City was trending towards influxes of poor, entitlement people from Chicago and Milwaukee and the local crime rate was increasing.
- Water and sewer a lot more then other city's
- I'm couch surfing between friends homes
- At the time I bought my house it was in budget
- Slums
- Increasing crime in every neighborhood
- No real advertisement of available apartments through community outreach programs.
- I moved out of Sheboygan because the rent for a safe apartment that allows pets is too high.
- Sheboygan has a lot of areas that are horrible to raise a family - high crime/ low income housing all over the place/ people who don't work
- do not work
- Village Charm
- I've always lived in Plymouth
- Found a house we liked near Lake Michigan.
- Lake is too cold
- my work is in Waldo
- elementary school within SASD
- my area doesnt have low income housing
- Just like more rural area
- Nothing available to fit our needs/wants
- Safety
- Rentals are either too costly or they are dumps
- Retirement
- warm climate half of the year
- more rural is my choice
- Don't feel safe.
- Retired
- I could no longer afford the rents in Sheboygan

3. In what community is your primary place of work?

- Brown Deer
- Cedaburg
- Chicago
- Chicago
- City of Green Bay
- City of Kiel
- City of Milwaukee
- City of Port Washington
- City of Saukville
- City of West Bend
- County of Sheboygan
- disabled
- Disabled
- do not work
- do not work
- Do not work
- do not work
- do not work an a millionare
- Elkhart Lake
- Elkhart Lake
- Glenbeulah

- Glenbeulah
- Grafton
- Grafton/Ozaukee County
- Green Bay
- Green Bay
- Howards Grove
- Husband works in Kiel
- Husband-Haven, WI
- I don't work. Retired
- I work from my home (for the last 3 years, when we moved back here)
- I work remotely
- I'm retired
- I'm a carpenter. Sheboygan county
- I'm on disability
- I'm on Ssi Disability
- I'm retired
- I'm retired
- Kiel
- Kiel
- Kimberly, WI (remote position)
- Los Angeles CA Virtual work
- Manitowoc
- Manitowoc/Two Rivers/Whitelaw/ Reedsville
- Massachusetts
- Menomonee Falls
- Mequon
- Mequon, WI
- Milwaukee
- Milwaukee
- Milwaukee
- Milwaukee
- Milwaukee
- Mosel
- My work has been virtual in 2020. I typically travel all over US and abroad for work.
- N/A
- N/A
- Nationally
- Not employed
- Not working
- Now retired but was Sheboygan
- Ozaukee County
- Ozaukee Cty
- Port Washington
- Port Washington
- Random Lake
- Retire
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15. What were the important factors in deciding to live at your current residence?

- We haven't been able to find a house that suits us within the city that isn't bought up right away by real estate titans.
- Was homeless and unemployed for a while. When I had ajob for a few months , I needed to find a new apartment that would rent to me.
- Newness
- Brick house 3 car garage
- Bigger place
- Senior apartment
- Affordability
- No smoking (which is not being enforced anyway)
- Needed to vacate other property quckly
- Near family and was near my place of employment before I became disable.
- Cost of rent
- Didn't have time to find another place due to landlord giving us 28 day notice bc he sold the house we lived in
- Can't afford rent in the area
- First place I found
- # of bedrooms
- Dog friendly
- Yard size, fenced it, certain things we wanted from a house specifically
- Family
- Lived on the Northside most of my life
- Lived in city of Sheboygan, started looking for places and found it was very expensive so we bought a house outside sheboygan county. House payment cheaper than most rent and we own it.
- Number of bedrooms & locate
- I became homeless
- To have extra land to build on to start a business
- lake michigans beauty
- No newer houses on the market
- No outside maintenance
- I didn't choose it, my family did
- Dog friendly, fenced
- small, well built,
- Close to bus route
- Moblie home is affordable
- First home, affordable, schools
- Tried buying a house
- Room for kids to play
- Near my employet
- We love Sheboygan! Being close to the beach and the adorable pier/ restaurants, etc. & beautiful nearby hikes was the primary reason we just moved here.
- Large lot, close to water, close to town
- close to my mother's residence
- I was homeless before this
- Bought as a foreclosure
- Reputable owner with good references
- I cannot afford an apartment of my own, so my daughter let me move in with her.
- Downsize
- Pet friendly with no deposit or monthly fee.
- senior living
- Parents bought it
- Availability
- Accessibility for wheelchair
- Bought from parent
- Proximity to the lake
- Was the only decent house available when we had to buy
- Housing type
- Availability.
- Condo association
- safety of my family-previously vandalism and gun violence at last residence.
- Allow pets
- Garage
- Close to my kids
- 2nd Generation in the house
- Lot size
- affordable but not income based.
- Self-employed at the time and it worked for my job
- allows pets
- Gain Renters
- experience
- land
- school
- Bedrooms- we needed more than 3 bedrooms
- Living here entire life
- We were moving from out of town and it was the ONLY 3 bedroom home we could find.
- Dog owner
- Near Lake Michigan
- Walk to Lake Michigan
- conditions of the apartment
- Whatever was available.
- A luxury but temporary home while we search for permanent residence
- Family home
- Quality of building
- Respectful property manager who does her job
- At the time my husband job
- Apartment was well taken care of
- warm climate
- Only one available that was big enough at the time.
- Homelessness, living with mother
- Pets
- Landlord accepts pets and criminal background
- willingness to rent to me
- I couldn't find anything affordable in the city
- There weren't

many options for bedrooms in our price range
- Alliows dogs
- got house free from DAD
- Needed a home and now been trying tonsave for a down payment on a house.
- Opportunity for area in future land decisions
- Proximity to Lake Michigan, downtown and parks
- Safety when walking alone.
- To save money
- Proximity to Lake

22. In the past 5 years, have you had to forego other needs such as food, healthcare or childcare to ensure you could continue to pay for housing?
- Has come close
- When renting, prior to career change and housing purchase
- But I know a lot of people who have
- Housing is to expensive in Sheboygan
- WIC
- Move out of Scott weigert home cause it was unsafe and moved in to my parents house
- But had to file bankruptcy
- Cannot afford needed dental work
- Low income
- Rent is very expensive
- I am fortunate
- I saved up an paid cash for my home. Slowly fixed up over time.
- healthcare
- I have owned my home for 1.5 years. Prior to that I was renting and at some point I had to forgo other needs.
- Healthcare
- Rent payments are out of hand high
- This recent year, 2020 has been hell on earth for everything!
- I've worked all my life and I live here because I want to. Its a great place to live work and retire
- Had to get a crown and chiropractor care done in the same paycheck so I almost missed rent because of that.
- City required home repairs
- The problem is finding a place to rent
- Only recently due to the pandemic
- Had two surgeries in past 13 months with lots of medical costs, so my daughter paid for ALL food and utilities.
- I still can't afford healthcare, and I work at home so thankfully do not need to worry about childcare at this time.
- We've not had to forego, but money is tight
- Need a roof and walls so you stay healthy enough to eat...
- Lawn service, household help
- Haven't had medical insurance in 5 years
- don't we all we work to be poor
- When I rented because rent is absolutely outrageous here in Sheboygan.
- I never had to forego basic needs but I lived paycheck to paycheck for many years.
- First time renters
- I work with families who frequently do.
- I was homeless 2015-2016, had difficulty paying for things until 2018/2019.
- #blessed
- We utilized help with food from the working mans bread basket on Saturdays in order to get by
- Only because I bought my home long ago!
- Fortunately, I qualify for Section 8, and after years on Wait List got a rent voucher
- I had to take SS early after being evicted for calling Building Inspection. My former LL was fined $1K & had to replace a crumbling front porch. I tuck pointed the basement hoping my insurer would replace my $2,500 leather Ekorne chair that rotted because of the water problems. I also had mushrooms growing in my bathroom. My LL violated WIS Stat 704 and DTCAP admin rules. WI needs to represent good tenants when bad LL knowingly & willfully violate the law. SMH
- Skipping health care due to cost
- Rents real expensive for what I need
- Healthcare
- Food pantries
- i am a multi millionare
- Always made sure we had food, even if a bill got paid late. Had no insurance because we could not afford it, and if we would have it we wouldn't have enough for anything else(bills/rent/food/ etc), especially with the ridiculous cost of healthcare.
- Didn't buy food, couldn't pay heat/ electric, skipped buying meds
- Have to withdraw from savings to make it through some months
- can't afford a better

car, using one 19 years old

29. Have you perceived changes in housing options and availability in Sheboygan over the past 5 years?

- Current newer complexes rent fees are far too high.
- Too many luxury apartment buildings that I cannot afford
- I work with families that are in need of housing and unable to find affordable housing solutions.
- They keep building g luxury apartments we don't need.
- gated retirement community
- Impossible. Housing is scarce
- Finding single family houses in great locations with reasonable pricing under $350,000 close to impossible within the city limits.
- Too many luxury complexes built without the financial means for people to occupy them in this city
- Not enough low income housing and too many luxury appts being built
- To many high rental apartments are going up. Need more lower cost apartments for the blue collar workers and single parents to afford.
- "In the past, finding safe, clean, functional rental units for a middle-class resident was impossible. Now, there are units that are way too expensive and inaccessible to the middle class.
- Low income properties have waiting lists that are out of control and nearly uninhabitable. Disgusting housing for low-socioeconomic status, disabled, under-employed. "
- Adequate AFORDABLE Housing in Sheboygan is almost impossible to find.
- The rent has gone up significantly, making it harder for me to afford on my fixed income.
- I was almost homeless and had to stay in a place and given notice of eviction for not being able to pay rent when partner moved out. Single mother, full time job. Still not enough. Had to be on waiting list for income based housing. Now I am engaged and live with my fiancee and together we can afford minimum average amount of rent. Housing needs to be more available but also AFFORDABLE!
- Rentals are very overpriced
- Expensive housing is increasing, affordable housing is disappearing.
- All the new housing is way too expensive even with a 100K salary when you have student loans and credit card debt. Get real.
- Affordable, safe, decent rental units are hard to find
- Price of unit being rented are very high
- There has been lots of building of apartments.
- Rent is to expensive for these new apartments going up
- "The apartments that are available are too expensive to rent without a roommate.
- Especially if pets are involved it's even harder. "
- rent is too high and public house in the city of sheboygan is a joke
- As a life long resident in Sheboygan I feel there is need for more affordable housing. Or units for people who are very poor and just need the basics to have a roof over there head. Or let's say even truckers for a place to stay that is affordable to keep a permanent residence. They used to have Embers on the south side till that burnt down.
- We lived in our rental house for 8 yrs and had to move in March 2020 and it was very difficult to find something decent and affordable.
- Prices for all of the new apartments are out of reach or low income
- Pricing on apartments are too high
- Although we own, we have many friends and family members looking for affordable housing. There is a large gap between "low income" housing and housing that is not income based, yet affordable for those making $40-65,000/year. Those households are underserved because they have a blue collar fixed salary, along with childcare expenses, vehicles, student loans etc and cannot afford the next "tier" of housing at $1200+ for something large enough to fit their

family.
- Sheboygan's desire to cater to professionals who make decent money has resulted in the people who have lived here their whole lives having trouble finding affordable and SAFE housing. The rent amounts for any apartment, including what you consider "luxury" is absolutely atrocious and disgusting. The city cares only about those in a certain tax bracket and you should be ashamed of yourselves.
- I bought my house 3 years ago and the market was CRAZY competitive, houses were selling the first day of being on the market and there were A LOT of cash offers to turn into rentals. It made it very difficult to give any specific property too much thought otherwise it'd be sold.
- Need newer subsidized for seniors, most very old & rundown!
- I have seen apartments go up and lots available for million dollar housing developments, but what about first-time home buyers or those looking to upgrade their house. There isn't much in-between.
- Luxury apartments don't focus on families, far too expensive, too many neighbors
- You don't get the bang for your buck anymore
- Rent is to high in Sheboygan
- Too many luxury apartments being built and not enough affordable housing options.
- No one can find an affordable 3+ bedroom apartment that is affordable.
- Finding affordable housing for low income families is still an issue
- complete lack of affordable housing
- Neighborhoods are changing not for the better, rent is on the higher end and it's hard to get landlords to fix things. Or the place is for lack of a better term a dump.
- There are so many apartments popping up. Too many in my opinion. Once you start building low income apartments everywhere crime will go up, people from inner city Milwaukee will continue to come to Sheboygan. You are going to be up driving out older members of our community that have been here for a long time and myself and my family who are in our 30's we will be leaving also. I already have a huge apartment complex being built in my backyard and am so unhappy with it. Many of my friends and family are looking to move out of the city for this very reason. P.s the crime rate is going up in Sheboygan. Think about it you will just contribute more to that....
- To rent we had to move to Kiel to rent a decent place with pets.
- Too many apartments being built instead of affordable homes.
- Why are there so many apartment buildings going up? And why are they so darn expensive? And why is Washington School no longer low income apartments? We need more low income apartments if any at all. Personally I feel we have too many apartments right now
- Unsafe due to shortage of police and too much low income housing and rental properties driving down quality properties
- I feel housing is more in quantity but less in affordability. The new developments with higher rents seems to also have affected the traditional upper/lower rents, making those rents (typically for nonprofessionals) much higher and out of reach for some.
- the lake and river area should not look like a Monopoly Board game--shame that the apartments aren't more creative and condos to provide neighborhood stability. Traffic out of the circle to the bridge at rush hour will be jammed--like childbirth.
- Still low inventory on new houses.
- There do not seem to be as many newer houses for sale at prices that are affordable. Taxes are high on these newer houses also. Apartments for younger adults starting out in jobs - rent is higher. If someone is making $10-$15 per hour (many entry level jobs), rent should be $500-$600 per month for them,

this is hard to find.
- I have employee's tell me all the time they cannot afford the cost of rent at $700-$1200 per month.
- My parents were looking to move to ranch or condo with everything on one level. Nothing was available and if it was you had to act fast to purchase. Their home was immaculate well cared for but had steps that no longer were a good situation for them.
- Going to see an apartment, and 20 other families are too.
- The cost of renting or purchasing a dwelling has gone up significantly.
- Housing is becoming a challenge for low single income people
- Challenging to find affordable rent that is in ratio to low-income/ minimum wage jobs, minimal pet friendly dwellings (additional high fees for pets)
- Upset about the high end, super expensive apartments going up everywhere. Missing the simple middle class vibe of the area.
- City is catering to millennials with high rent new construction complexes or low income that attracts nonproductive citizens from outside Sheboygan. There is nothing in between.
- For at least the last 15 years, there has been a major lack of safe, well-maintained, affordable housing for low income households. But the city has made it abundantly clear that low-income folks don't matter, only the upper-income folks matter.
- I have only lived here for 2.5 years, but the rental situation is terrible compared to where i lived previously
- Instead of luxury apartments, we need more affordable apartments and single family homes, not McMansions. Building codes should require alternate energy sources, such as solar.
- There seems to be an influx of new apartments/condos, which doesn't interest me.
- "Have a son in low income housing. It's bad. He has emotional problems and keeps as far away as the other tenants as he can. The place is constantly crawling with bedbugs and the city chooses to do as little as possible about it. He hates it. He feels unsafe and definitely will not allow any company because he's embarrassed. If he could wake up mentally well one day and get a decent job, he would. His self-esteem is rock bottom living in that building.
- I would like to see some ACTIVE Senior mobile home communities. With amenities like a clubhouse etc.
- The newer "affordable" housing is not affordable and is an eyesore to the community's skyline.
- to many apartment/ condo buildings
- Affordable apartments for working people. All new dwellings are overpriced.
- Needs more new single family homes for a fair price and affordable condos
- Only high end apts available. Need more housing for lower income working families. Many old duplexes in bad repair, and bad landlords, so attract drug users and violence. The working poor of our county don't have affordable housing. Aging persons don't have enough 1story easy access condos or apartments.
- All of the new apartments downtown area are WAY too expensive for my situation. And there is shortage of low income places.
- I am excited to see all of the new housing in Sheboygan. I participated in the housing survey 10 years ago. And while I am now in a different demographic (in my 30s with kids), I would jump at the chance to live in some of the new apartments/condos if I were still in my 20s without kids.
- Too many high priced condos and apartments. People don't want to spend a majority of their income on housing.
- There have been a lot of new complexes erected, but not at an affordable price. $900+ for a single bedroom is insane. Sure everything is all fancy and new but who can afford

that? We need standard prices based on what people here actually make. It's attracting people outside of the city to come in and it's pushing those of us who have spent our lives living here away. My partner and I were very lucky to find what we did, and it took us nearly a year of looking to come across this one. We were privileged to have caring families to support us, but not everyone is like us, and it's not fair to have such slim options for finding a decent place.

- Too expensive for rent if you don't qualify for help
- Lots of new options are appearing ("luxury" apartments, condos), but all seem to be beyond reasonable affordability for Sheboygan residents.
- No small nice houses or condos I can afford
- City lacks duplex homes, affordable condos and traditional residential developments (new development)
- Hard to find affordable apartments
- Rentals/Housing prices here are outrageous
- The prices of apartments are way to high for this area and banks are not always the easiest to get a loan
- For families like mine, a family of 5, we have the most difficult time finding places to live period. Most of the rental homes are in very very very poor condition, and are rented out by slumlords. Sheboygan has gotten really bad with letting them ruin so much, and has gotten bad with so many other things! Sheboygan has fallen apart in everything and I've lived here my whole life! I'm in my 40's now and I'm desperate to get out of here the second I can that's how bad this city has gotten with everything! Y'all are putting up these expensive condo apartments, or expensive apartments. You have any idea just how bad people are struggling, it to mention how many of them will sit empty. It's a waste. This city needs to focus on cleaning up, get rid of the corruption, and start making things harsher on slumlords, and making houses more affordable, jobs around here don't pay that good!
- All of the new housing that's being built is unaffordable and not big enough for the average family. Most of the jobs in the area don't pay enough. This is a city of blue collar factory workers, we just can't afford all the expensive apartments that are being built here. Feels like you are trying to force the poor and lower middle class families like mine out.
- Seems to be a lot of expensive apartments being built.
- Since I moved here 5 years ago many more apartment buildings have been built. A very good thing - but they are extremely expensive. The other option is affordable housing which one has to make a very low salary in order to qualify for. There are basically no options for people who fall right in the middle range. Not looking for a "luxury" apartment, but who don't qualify for affordable housing. I'll pay $1,000 - but please give me a downtown location and 900 sq. ft. I trade you my dog wash and heated car park for it :)
- Everything is out of price range for new first home/ apartment buyer
- I moved out of my parent's house almost 2 years ago no. I work full time and I work between 48-99 hours a week on average and the only place that I can afford is Country Village. I'd love a nice upscale apartment for a reasonable rent except for the fact that when I get my paycheck after taxes for $800 i'd love to be able to eat too those 2 weeks.
- Housing is there but apartment costs are ridiculous. You either have low income apartments that most make too much but they cant afford 900-1200 for rent every month.
- I've seen new housing built but its too expensive. Sheboygan needs to build AFFORDABLE housing options.
- No opinion at this time

- More housing is available but it's all luxury condos that no one can afford
- In our price range it has not been a problem
- "Available housing but it seems only high end apts are being built.
- Terrible options for middle to lower class"
- Very difficult to find safe and affordable housing, especially as a single person. I would love to have a one bedroom apt, but couldn't find one.
- They keep building apartments in the city, but they are ALL very expensive!
- Luxury apartments have proliferated but nothing affordable (under $1000) and most apartments that are affordable are borderline unlivable
- senior affordable living is hard to find in city of sheboygan with garage parking
- Adequate housing is harder to find only because of the cost. Tshere has to be a happy medium. Not too cheap, otherwise you end up with riff raff. Too expensive, and, as a retiree, I cannot afford anything decent. Keep up with code enforcement and continue to press slumlords into compliance.
- Unaffordable apartments with high home cost, "investment" homes being purchased at a high cost leading to higher rental prices along with completely unenforced building codes when it comes to rental requirements leads to a ton of terrible options for renters.
- I'm looking for low rent and accepts a dog
- Lower quality and higher prices. Rent is very high for run down places.
- Existing housing in Sheboygan is in very poor condition at most price points. It seems that people are not investing to maintain or improve their home and neighborhood.
- The rent is too high! And I moved here from CA. $1200 for a 1-bdrm in Sheboygan is obscene.
- Prices and rents are up and quality is down.
- There are not enough mid - low income options available. Rent prices have skyrocketed in the last 5 years in Sheboygan.
- There are too many TIF districts created to fund housing projects
- The amount of room you need compared to the cost of rent is ridiculous.
- No 3 bedroom family friendly apartments or town house no single family decent 3 bedrooms this city caters to senior but most and myself find the city completely unfriendly to family and younger generations you have so many people that inherited rentals or a bunch of slum lands renting one beautiful houses into four plexes and aren't maintained or fire hazard also Sheboygan is so not dog friendly. You can't find housing options for med to large dogs here it's nuts I'm from wi and lived all over in the mitilary. If you want more people to come here for jobs in the future and for their taxable incomes this all nearly needs to be addressed.
- "For the love of God realize that housing should be for everyone, not just blue/white collar workers; if I didn't know any better I'd assume Sheboygan is trying to force out all the ""poor"" as if they're discriminatory. For every blue/white collar worker there's a pink collar worker flipping burgers, bagging groceries, or stocking shelves. There isn't enough high school kids who can work 9-5 5 days a week to cater to Sheboygan's target demographic. Enough of these condos no one who actually lives and works here can't afford, ""luring"" in big money sounds efficient but it's only a short game solution to a problem you need a real long term plan to solve.
- Not to mention the pay in Sheboygan County for half, or even most, the blue collar jobs isn't enough to afford a home, let alone an apartment, plus utilities. Reassess your priorities and stop incorporation before you breach the trust of your community."
- I haven't been here 5 years. I moved to the city of Sheboygan 2.5 years ago. I rented in Sheboygan my first year and found

the entire rental market to be much more expensive from where I lived in Green Bay. When my SO relocated here a year after me were started house shopping but were deterred from the City because the tax rate was so high. We ended up buying a $280k home in Glenbeulah. A similar home in sheboygan would have been $2k-ish more in taxes of in Sheboygan which was a cost we didn't want.

- Too expensive
- All of the new apartments are too expensive for a single income parent.
- We are happy to see all of the renter/ condo options available in the city/ county. In terms of new construction for single family homes, options are very limited with little variety in the styles of homes being built.
- City keeps building condos for the well off. Need affordable housing (that isn't section 8) for the working class.
- Rents are too high
- We own a 2-flat rental and a small house rental. We don't appreciate the use of our tax dollars used for subsidizing/ attracting new rental construction which competes with us for quality tenants
- No comments
- Housing market is booming making it hard to purchase for a fair price
- I'm planning to purchase a home in Central WI because I'm not pleased with my current apartment and can't find decent housing in Sheboygan within my price range, not can I get a mortgage here in my price range.
- I work with refugee families and it is almost impossible to find housing for families with children
- Either homes are too expensive or they are run-down. There is no in-between.
- Difficult to find a rental unit for $600 that is not dependent on income being below a certain amount. Also difficult to find a small house with 1 or 2 bedrooms for under 100,000.
- Rent has gone up faster than wages in recent years.
- Not pet friendly, too expensive with non refundable pet fees
- Income hasn't increased enough to help housing be easier on a budget.
- There are not many choices in Sheboygan. Some are way overpriced!
- sheboygan is only building expensive/ and affordable living plexes. that makes is hard for hardworking middleclass to find a decent place to rent. cant afford 7penn, or highpoint, but get turned down for making to much money at affordable houseing complexes.
- I feel like homes/ apartments are costing more for less to show and are difficult to locate/ obtain. There seems to be a lot of "luxury" apartments being built. The median income in Sheboygan doesn't support a single person to afford these dwellings.
- Quit building apartments... The city is literally trapping people in that crap by allowing it... Owning a house is cheaper than renting. $1400+ a month for renting downtown. Landlords are off their rockers. My mortgage is more than half of that.
- Over priced condos everywhere
- Rents have doubled in the last 20 years. It's ridiculous. The apartment's have not gotten twice as nice - a lot of the time the quality is horrible.
- Housing has become unaffordable
- Due to rent being too high compared to our county income level.
- Seems available housing - especially new apartments/ condos are very, very expensive
- Never paid higher rents or been told rent would be increased in my years of renting . Never felt like housing would be difficult to get in my life or been ripped off by so many fees to find housing. We have no convictions no credit problems and paid over 300 in fees to find rentals which nobody ever returned calls or helped us until now
- Rent has increased significantly for less space. For instance, to find a 2 bedroom apartment under $600/month is extremely difficult. I know many families struggling to feed their family and pay

rent.
- Need more condos, not high wlend apartments!
- It is impossible to find decent housing that is affordable. Normally if affordable housing is found, it's in a bad neighborhood, a bad landlord, or run down.
- All of the new apartments are 'luxury' apartments and way too expensive, or poorly maintained cheaper apartments that I would not feel safe living in.
- It is difficult to find affordable housing that is also safe and does not contain health concerns.
- "I hear from many people that safe, affordable housing is very hard to find. Especially for younger people and seniors.
- So many ugly house and bad shape. Need to much moneys to fix so many garbage house in Sheboygan
- only been around for 4 years.
- I have not lived here for 5 years, but I did move here especially for affordable housing and continues to be a reason I would live here. Should it not be available, I would leave Sheboygan.
- things get snatched up really quickly and a lot of the rentals are substandard.
- "My income/ situation is rarified. Many people starting out, and those with lesser incomes, struggle to find safe and affordable housing.
- Sheboygan has an inventory problem when it comes to decent homes available to purchase.
- I've noticed a boom in construction of housing. Mostly apartment complexes.
- I have heard from families that I serve that low-income housing is difficult to find.
- There are many, many families here, who, have many children. When owning isn't an option, there aren't many apartments to accommodate large families. All these small apartments are lovely when attracting single people or couples with no kids, but it speaks volumes re: who Sheboygan wants to keep and attract. And, makes larger families feel unwelcome. Not all families can afford big enough homes to accommodate them.
- Rent costs have gone up to unreasonable prices for the location
- We just moved here from out of state, so I'm not sure. I've heard there are a ton of apartments now but they are all 1-2 bedrooms. There was one complex that had 2 bedrooms plus a den that we thought could work but they had a 4 month waitlist.
- My perception is that increased housing availability in Sheboygan is primarily in the upper price ranges. New sources of affordable housing for lower income citizens seem lacking.
- New construction has gone up, but it's not affordable for the average person.
- I work with families who are either unemployed or underemployed. They are having an extremely difficult time finding affordable, safe housing with 2 or more bedrooms.
- We are fairly new residents to Sheboygan.
- It seems that there are a lot of high rent, brand new apartment units being built. I wonder where people with lower and lower middle incomes are finding housing.
- Either it's 1500 for 1-2 bedrooms or 3 bedroom is for low/ restricted income
- It looks easier to find, however, the rent for all of the new apartment complexes are ridiculous and unaffordable.
- I have only lived here 18 months but I am a Realtor and I can say that good housing (renovated/ updated) is hard to find. Especially in the areas where I work/live - Historic Ellis and Near North. I focus on home on the Lake or walking distance to the lake.
- Seems cost is a concern
- Rent has nearly doubled in the last decade. Wages have stayed the same. Makes it hard for me and others to find affordable housing.
- Looks like in 5 years housing is more available yet at a much higher price than the average income base of our community,next option is old housing owned by unmanaged slum

lords who do not maintain most housing such as the Indiana district, which housing is not adequate to live in.

- It is very difficult to find town homes in the 500,000 and up price range in a safe neighborhood.
- The apartments that are being built are WAY too expensive for Sheboygan county, yet more continue to be built.
- Small new home on small piece of property in nonexistent.
- It's not difficult for those with means to find housing in Sheboygan, the issues are affordable housing options for those who are struggling to make ends meet, "working poor".
- The supply of mid to upper level apartments and condos has increased.
- Too many housing developments condos apartment buildings too crowded here we're looking to move to a smaller town
- Seen increased housing at inflated market value pricing. Here's hoping the bottom doesn't fall out of the market.
- Need more condos that are under $125,000 and not run down
- Used to pay more per month to rent a townhouse outside the city limits than we pay now to own. When we moved here 3 years ago, apartments were hard to come by.
- "Sheboygan needs to start enforcing building codes and ordinances. It is really sad to watch the older neighborhoods fall into disrepair because of non-resident LL's whose ONLY motive is making money. They have no interest in creating a great community.
- Moreover, too many LL's fail to do background checks and as such, drug dealers seem to be in every neighborhood. I attempted to acquire a HUD grant to beautify my north side neighborhood to no avail. Nonetheless, most of my neighbors joined me in working to improve the appearance of our block. Got rid of two junkies on my block by informing the LL I was putting a notice on their front door telling their customers they'd moved . . . to his address. They were gone in three weeks! Sometimes you need to get creative.
- The new apartment complexes are way to costly for most people. Most young professionals have massive student debt & cannot afford a monthly rent payment that exceeds most average 30- yr fixed mortgages. "
- Too many landlords that don't take care of their properties. Also to many tenants that don't keep the yards/ porches tidy.
- Most places that rent will have income restrictions that disqualifies the middle class.
- Rent below 750 and 2 bedrooms is impossible to fund anything not disgusting
- Do not want lower income housing in Sheboygan people should work to get what they want lower income is a choice people make
- Only lived in Wisconsin for three years
- Too expensive
- Rent is so unaffordable. I chose to eat instead of just paying rent
- Before we bought our house, we were renting. Our landlord in January gave us 3 months to move out because they wanted to sell the place we were living by summer. Which was a big fat lie. They moved someone else in. When we were looking for maybe another place to rent but there is nothing to that suited our family. Plus at the time of the year were given to look for a new place to live doesn't give you many options. At the time we were unsure if we could even get a loan to even buy our own house. Thankfully we were given a home loan and found our house.
- houses are torn down for these overpriced apartment building people cant afford
- Would like to see MORE senior housing. No way I can afford the pricy new housing being built near lake. A safe affordable senior complex would be nice where the Armory was for starters
- Rent prices keep goin up rising 4 children 3 on

disability where I can not work does not help.
- I have a school issue. I want my kid to go to a good school, but the new developments are not in the locations of a good school.
- "Discriminated against for criminal record.
- Regardless off the fact I have 690 credit score and a steady work history with the same employer ,0 evictions and I make good money. There needs to be opportunities for reformed former criminals to succeed otherwise there just stuck in a trap doomed to repeat the aberrant behavior out of desperation. There needs to be a government program that gives landlords an incentive to house felons who are on the right path trying to be a hard working productive member of our community. And by no means do I mean gov. Should pay for felons housing we can work for our housing like everyone else I just want people to have a chance to benefit from their hard work just like anyother citizen. "
- People on a fixed income have to take you to run down shitholes of Sheboygan
- The so called low income housing units that have been built the rent is still way too high for a single person/ single person with children.
- The fucking apartment complexes charge too much money and then all the other landlords of upper lowers are also skyrocketing their prices to keep up with the complexes as they know they can get more money.
- Too many apartment buildings going up in the city.
- if you have the $$$$$ any thing is possible
- And $1000-$1500 apartments with paper thin walls is not a viable solution in my opinion.
- Americans have higher rates of debt, just because their salary matches the cost, doesn't mean it fits in their budget.
- City of Sheboygan planners think everyone is rich. There are no high quality affordable places to rent anymore. This is not a city of wealthy people.
- Housing is not right. It is not community concentric. No common spaces, no interaction, just high and dry spaces. Bot neighbors who care and build neighborhoods...just sardines packed and piled.
- We just bought our house last month. Rent is just too high.
- A lot of "slumlords" or too expensive on a single income.
- More available and more expensive.
- Rents are absolutely outrageous! All new construction starts at at least $1000 a month!
- Easier to find, but higher priced so not as accessible to peers. Especially challenging for families moving into Sheboygan for employment.
- Affordable housing for seniors is very hard to find. They are only building luxury apartments.
- Housing is either designed for low-income only or is extremely expensive (aka same cost as a similar apartment in Milwaukee)
- New builds have been more expensive than most are accustomed to
- But for a higher price per month with all the new apartments being built
- we fall in a middle class gap, can't qualify for low income but cannot afford the high upscale apartment buildings on a retirment salary.
- Before realizing I could afford to purchase a small, cheap home, I looked for apartments. They are obscenely expensive for what you get, and many are run poorly.
- There's many new apartments, but they're too much to afford. Or I can afford the places, but they're old, and in an undesired neighborhood. So, I am stuck living with my parents.
- More apartments have been built recently, but they're all luxury units- it is extremely difficult to find rentals under $700, when 4 years ago (last time we had an apartment) there were many options in the $500 range.

30. In your opinion, what are the greatest unmet housing needs in Sheboygan right now?

- Either places for seniors are old and the newer ones are not affordable for seniors.
- gated Retirement community
- Affordable for mid to low income single, unmarried/ no roommate options
- The expensive rental apartment complexes have pushed most disabled people from being able to afford any rental unit.
- We do not need low income housing.
- My brother needs help finding a place as a single father and cannot get a call back in this county. Sad.
- affordable housing for those interested in condos
- Updated housing / modern housing. It seems like all the housing in Sheboygan is quite old and extremely small. It would be nice to see some more homes go up that are modern size and modern in design.
- We have to start thinking of families with little income. Or persons with disabilities. People who maybe are on SSI. Even maybe people coming out of jail? Doesn't one need a second chance in life?
- Pet friendly
- You should look at buying all the foreclosed properties in town, fixing them up, and renting them at REASONABLE prices (not the Milwaukee market rate). Building yet another high rise or condo units and destroying green space is not the answer.
- Too much low income housing and run down neighborhoods
- I fear development up to now has gone too fast, plain ugly new construction. Sorry no one could step up and save the Center on Penn/ Broughton.
- New houses
- Too many apartments bring built
- This is a leading question. Sheboygan has a good mix of housing options. It is a safe a beautiful place to live. Don't turn it into Chicago.
- All of the above
- Buying a house was less expensive for us than renting an apartment.
- ALL of the above
- Housing for low income. Government subsidized is pathetic.
- Needs more new single family homes for a fair price and affordable condos
- Upscale homes for young/high income professionals
- 3 bedroom ranch condos
- Duplexes
- The blocks more inland have some rundown houses and dicey-ness, especially near the Poor Richards bar, etc. and the Neighborhood Watch signs are less than comforting. Those blocks around there definitely need some rehabbing and reinventing!
- Look at comment above
- Housing is sufficient in sheboygan, the problem is that people what everything for free. But nothing good is free and we need to step up or game around here. Hand up or hand out. What do you want. Life is hard and its a lot harder when you just sit around and complain about nothing. You doing nothing will get you nothing. Work hard and stay away from drinking and drugging and make a plan and you will surely get elevated. Up your game and you will elevated your whole family, friends and community. Think Grow Produce. Stop looking for a free ride
- Please see comments above. Basically housing for people who fall in the middle of not wanting "luxury" apartments and not qualifying for "affordable" housing/HUD subsidized housing. Seems like Henry Jung is the closest there is right now to that and Gorman is increasing their rents to "market rate" so they will no longer be in the "affordable" range for many.
- Homes/apartments that allow pets for free, not requiring pet rent.
- Decently priced apartments for people who make a decent living but dont want/ cant afford 1000+ a month apartments. Pushes people out of the city.
- Apartments are terrible. Houses need to be built instead of apartment

complexes
- "Many homeless are transient addicts. They can't find room where there are rules.
- I don't know what you can do about them if they don't want help or if they don't work.
- Current rental costs probably push them out of the community... not saying that is a bad route. There just isn't much of an alternative for them except to squat at some slumlord property. It's a real social problem. "
- Taxes are too high, neighborhoods are not as safe, younger workers (20s) don't want to live in run down houses
- Hard to select top 3 - all a big issues
- The new college graduates coming to Sheb to work at Acuity, Kohler etc. seem to have a hard time finding well kept, affordable apartments. It seems much of the options are cheap, low quality apartments, and high-end luxury apartments with rent over $1000/ month. We need more reasonable 1-2 bedroom apt. complexes like Sheb Falls has invested in along Hwy 32. Seems like a great investment for that city and no doubt is a popular choice for young professionals. I lived there when I first moved here after college.
- Way too many expensive apartments & condos being built. It doesn't look like Sheboygan any more. No downtown grocery store.
- Affordable and well maintained rentals at $500.00 range or less
- Support for 1st Time Home Owners
- Affordable condos downtown/lakefront area, within walking distance to businesses, library, art center, Weill Center, YMCA and lake
- Affordable housing for single parents
- "Too much housing for the elderly is being erected while their homes are then bought on the cheap by slum lords who will rent out each floor for twice the mortgage. Too many condos, I get a nice view of all the empty condos from my place of work. Not to mention, anyone who actually buys a condo only buys it to rent it out.
- Not enough fixer uppers. Homes on the market are either poorly renovated, overly renovated, poorly thought out new construction, or so old that they charge a premium for a home with no real historical value that would cost hundreds of thousands to bring up to code."
- There seems to be a lot of newer rental housing but it all seems expensive. If I went back to renting on just my salary of $60k, I'd have a hard time avoiding any of the newer units which means is have to go back to an older unit. I used to pay $780 and that was a lot compared to the $550 I was paying in green bay for a nicer larger and newer unit than I had here.
- New construction too expensive for renter or home purchase
- Safe, affordable housing for renters
- New single family homes.
- I think sheboygan is doing a great job. The new building being built are remarkable and helping the community greatly. I would like to see more single family homes. There are so many multi families. Some have slumlords and those are bringing down the neoghborhoods
- High-End Upscale Subdivisions
- Cheaper rent! No more luxury apartments! More family friendly. Income restrictions are crazy, they want you to make 39K but rent will be 895$, how does that make sense. That's a whole paycheck and more.
- Safe neighborhoods!
- you need landlords to take care of there properties a lot of run down properties in the city
- Too many income restriction places that are Brand New built but only low "income" people can move in. Where I make 2x the amount of pay and can afford good amount but can't move in because I make too much money.
- For those with pets
- There are many low income housing options and high end housing options but hardly anything in between for your common wage worker.
- 3 bedroom units under $800-900
- This question presupposes that there ARE unmet

housing needs, hinting at the bias in the motivation behind the survey...

- Senior apartments for middle retirement incomes. Not based on income! I did not find this available within the city.
- Affordable as in under $500 for a one bedroom. You shouldn't have to be able to qualify for low income housing to be able to have a decent, reasonably priced apartment.
- Housing for college students and young adults
- "Outrageous fees for applications for low income 25 dollars . Never helped ignored or not told why on many applications.
- The greatest unmet need I see is attracting quality people who want to move here and contribute to society instead of taking advantage of it.
- Middle range rental opportunities for people that make too much for income restricted, aren't senior citizens but can't afford luxury apartments.
- Condos!
- Transitional housing for people with mental health or substance use issues
- There isn't any unmet housing needs in Sheboygan - there is plenty of options including to many low income housing places already - if you can't afford a house or have no money to get one go get a job
- I think we have plenty of rentals that are affordable for people moving here for work. I think the next step to ensure these folks stick around and grow roots in this community, we need to make sure there is housing for people to purchase and house their families. Rentals are transitional and don't ensure folks will stay here long term.
- housing for the rich
- Larger apartments!! Stop allowing all these complexes to be built that can only hold a few per unit.
- Housing for families. The local mom's group and women's group on facebook constantly has postings from women who are married with 1-2 children and desperately need a 3-4 bedroom home. It's almost impossible to find. I contacted my landlord within minutes of his posting. I signed the lease onsite when I saw it and he later showed me the list of almost 40 people who had messaged him after I did that were interested. The lack of housing for small families is shocking. There were ample 1-2 bedroom options across all price points. We would have loved a 4 bedroom home but that's basically like finding a unicorn so we were thrilled to get the 3 bedroom in Kohler. We wanted Sheboygan, between 8th and the lake but that's very difficult to get into. Sheboygan needs 3-4 bedroom options. I do think there were 3 bedroom options in a reduced rent/ income based development but they were not open in time for us. We pay $1400/month and would have paid up to $1600 for a 3 bedroom and up to $1700 for a 4 bedroom. There is a lack of housing for middle class families. Lots of things focused on affordable housing and on luxury housing. I think incentivizing the multiplexes in Near North and Ellis to convert to fewer, larger units would do a lot to draw young professionals and young families. I know at Kohler company, most people move to Port Washington or Mequon. That's the type of housing that's lacking here. Please look at the people who had to move away to find housing, not only the people currently in Sheboygan. We want to attract and retain the Mequon/ Port Washington folks to Sheboygan County. These are middle to upper income families that Sheboygan could capture a good chunk of their disposable spending if they just had the available housing. New developments need to have the amenities that people need. A new neighborhood on the lake, with a playground and clubhouse w/ indoor play area filled with single family 3-4 bedroom homes and maybe a mix of duplexes/ townhomes in the $180k-$300k range would do great. I would also ban

Airbnbs for any units with more than 2 bedrooms. Limiting STRs to 1 and 2 bedrooms would help a bit with rental supply. As an FYI, I am an economist with a PhD in economics. I'm so grateful that you are conducting this research. Thanks!

- housing for the rich
- When we first moved to Sheboygan, we rented a house from Vine & Branch - the only property management company specializing in home rentals, to our knowledge. They turned out to be slum lords, and the conditions in the home were untenable. We had the privilege to leave the house (and quite a bit of money on the table), but I fear that most of the people that use V&B do not have that option. I viewed several other properties with V&B that were unlivable - horrible smells, holes in the floor, etc. If this is the primary home rental option in Sheboygan - there is a serious problem here.
- Affordable housing for young couples/ families, millennials etc. the new housing rental units available are beautiful but out of range for young adults with student loans just starting out in their careers.
- There are opportunities for more renovation and updated homes in Historic Ellis/Near North/ Vollrath.
- Higher end condo/ apartment units in Sheboygan.
- more leniency on "low-income" housing apartments
- See above. Also, from my experience with y job it was hard to find 3 bedroom rentals for larger families wanting to rent.
- Sheboygan needs more opportunities for transitional housing and homeless shelters for our families.
- I'm considering leaving Sheboygan because of the lack of affordable housing. It has just become too expensive to live here.
- need more mid level rent. Not low income
- Available space for a new-build; a 'vintage neighborhood' of sorts. We empty nesters don't want to live in a 'dorm', which seems to be the only housing style available. Safe neighborhood a must.
- We definitely need more affordable housing for young workers/families. Affordable meaning $15-20/hr x 2080 hrs x 1/3 for housing, and up.
- Sheboygan has become way too crowded
- Large corporations not taking into account inflation and putting income restrictions along with discrimination against full time college students.
- Housing that isn't income restricted or not a luxury apartment. Making $20+ an hour and I make too much for majority of the apartments, or too little for the other ones.
- People need to help themselves if they get hand outs they will ever help themselves
- Landlords willing to accept pets an criminal backgrounds
- I live in a rundown mouse infested home cause its all we can afford even when wife had job making 30000 a year
- Driving around I can't believe what the city allows . Houses by the lake look like junk. I wish people would buy them and rip them down and build new homes. I am hoping that trend starts with all the newer development and people with income coming in from other cities.
- Housing for reformed felons its very bad in sheboygan .
- A person cannot afford housing in this area! Most are low hourly jobs. We need low income housing!
- One of the things holding me back is my student loan debt. My gross income looks good on paper and prevents me from qualifying from low-income housing. But in reality, my net income makes it difficult to afford anything in the area.
- Housing is just fine in Sheboygan.
- Lack of townhouses and condos being built for home ownership, instead of apartments.
- homes for the rich
- "Communities of all. Pocket neighborhoods common green

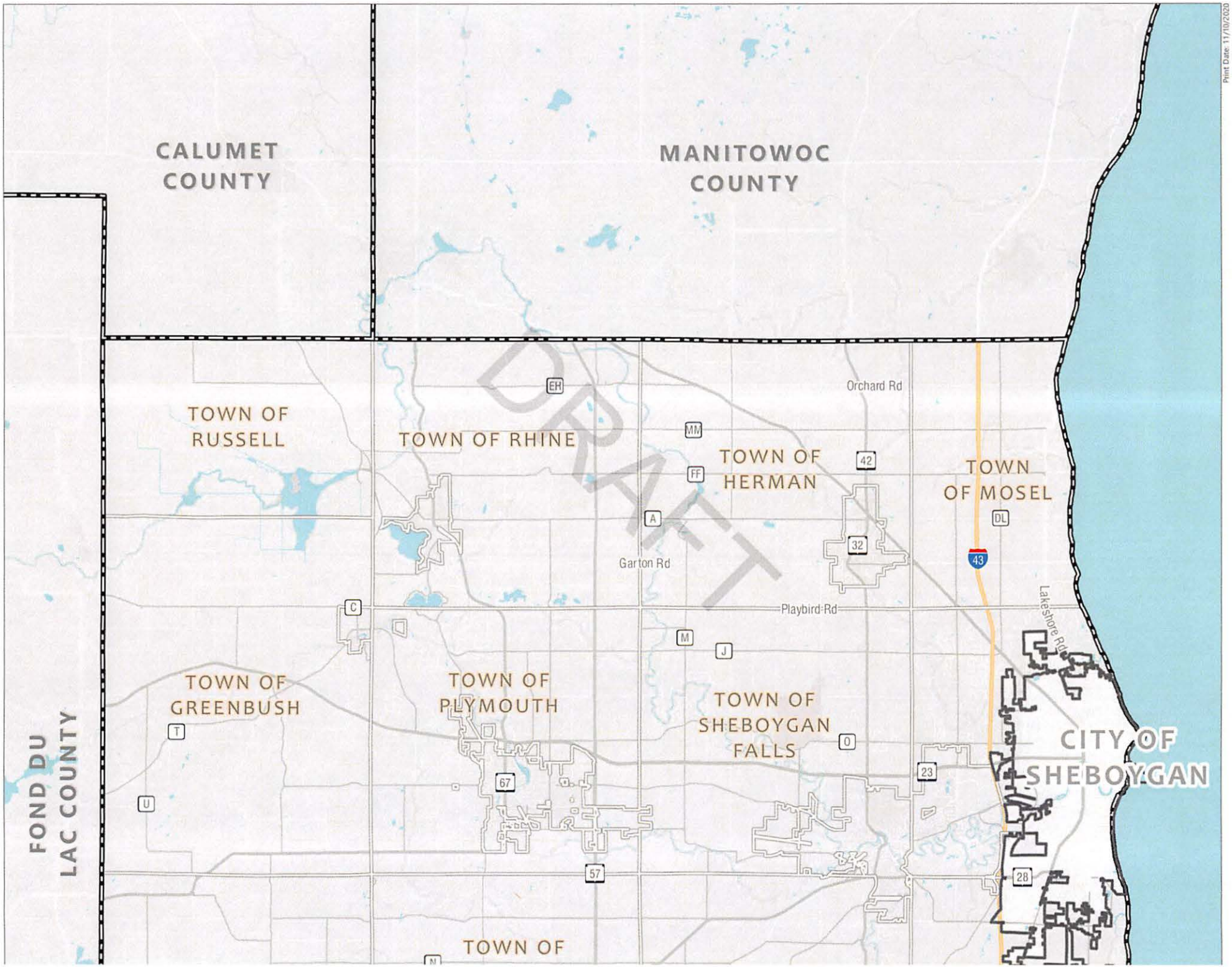
spaces.

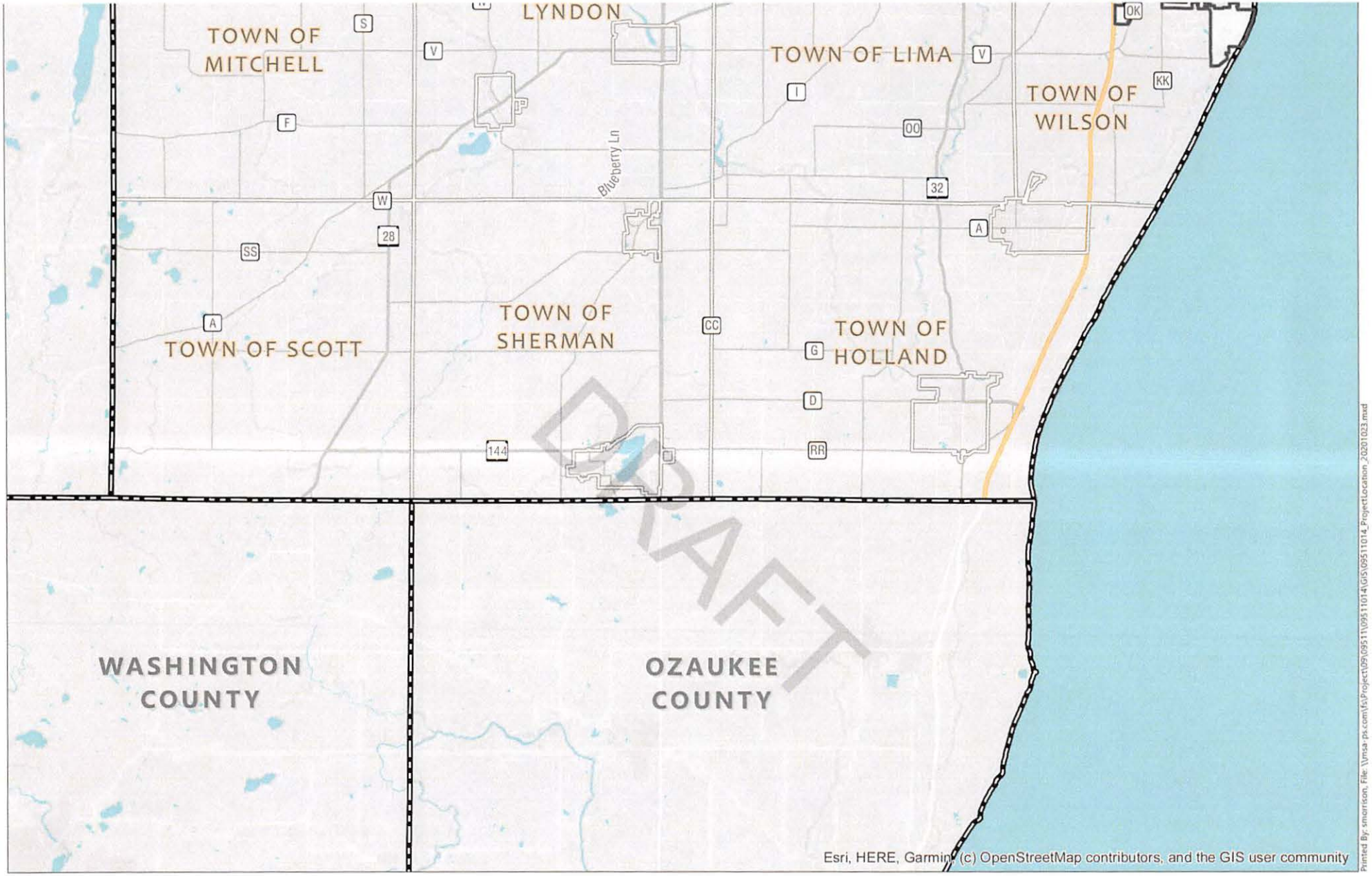
- A lot of high end apartments going up. Which is great, it helps bring the value of our city up. Unfortunately, there's so many homes that should be condemned and people live in them. A single mother of 2 or more cannot afford childcare, housing, bills, and then some if her rent is over $700. I grew up in the slums of Sheboygan my whole childhood because my mom couldn't afford a decent place. Or nowhere was taking new tenants. There should she medium income housing that's big enough to for a family of 4-5.
- There are so many houses that need a lot of work.
- Safe neighborhoods that aren't near known drug activity.
- Too many apartments, not nearly enough condominiums.
- upscale side by side condo's near lakefront
- For a city that is working to attract and support a young professional workforce, the only affordable option is home ownership and not everyone is ready for that or wants to commit long term.
- None

CITY OF SHEBOYGAN Affordable Housing Market Study

DRAFT

APPENDIX B - MAPS


CALUMET COUNTY
MANITOWOC COUNTY
FOND DU LAC COUNTY
TOWN OF RUSSELL
TOWN OF RHINE
TOWN OF HERMAN
TOWN OF MOSEL
TOWN OF GREENBUSH
TOWN OF PLYMOUTH
TOWN OF SHEBOYGAN FALLS
CITY OF SHEBOYGAN
TOWN OF
DRAFT
Orchard Rd
Garton Rd
Playbird Rd
Lakeshore Rd
EH
MM
FF
42
A
32
DL
43
C
M
J
T
U
67
O
23
57
28
N
Print Date: 11/10/2020



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels: Sheboygan County (2020)
County Bounds: WDNR (2018)
Roads: WISLR (2017)

N 0 1 2 Miles

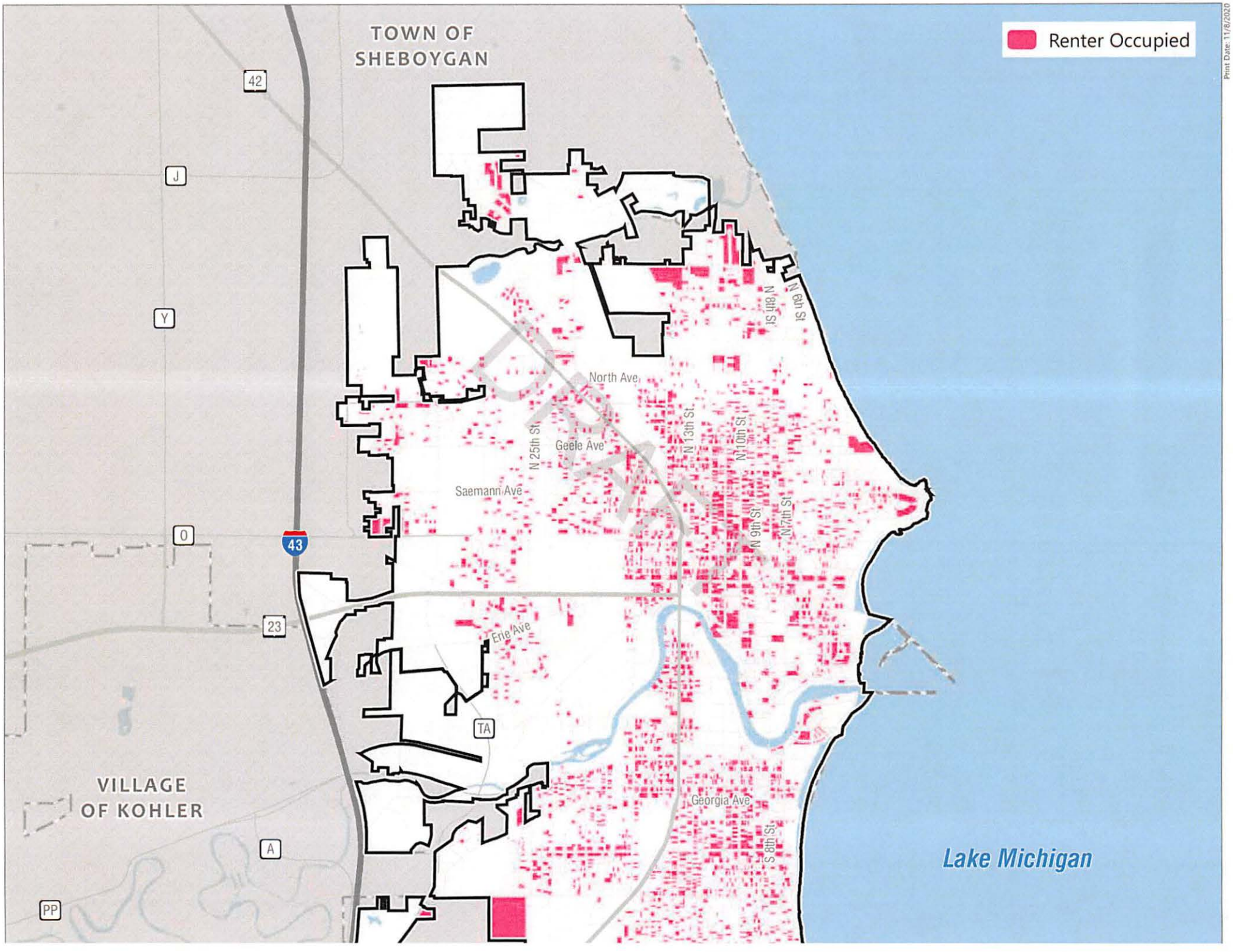
Interstate
State Highway
County Highway
Waterbody
City of Sheboygan
Municipal Boundary
County Boundary

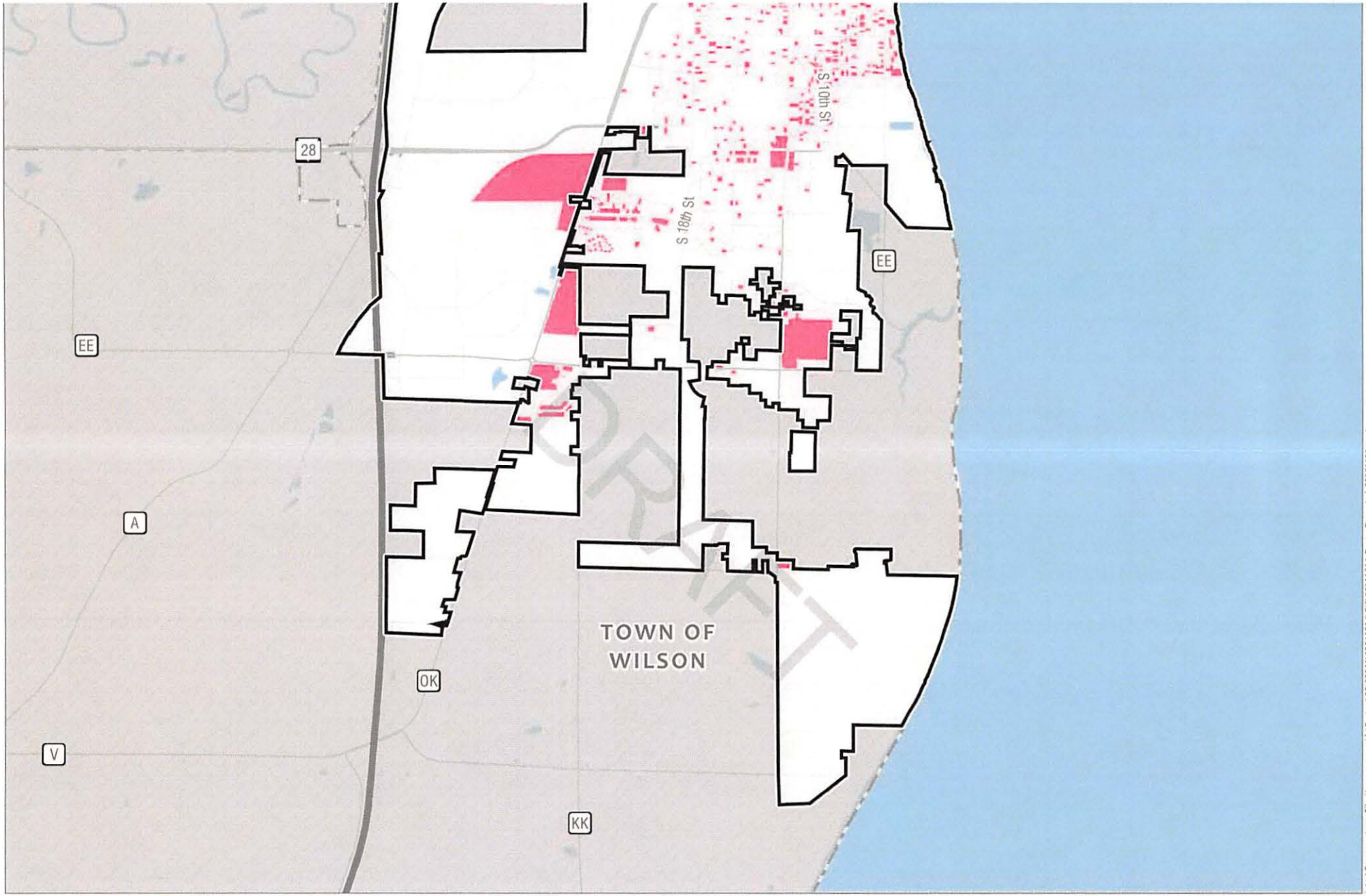
Study Area

City of Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

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Renter Occupied
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 6th St
S 8th St
42
J
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PP
Print Date: 11/8/2020



MSA

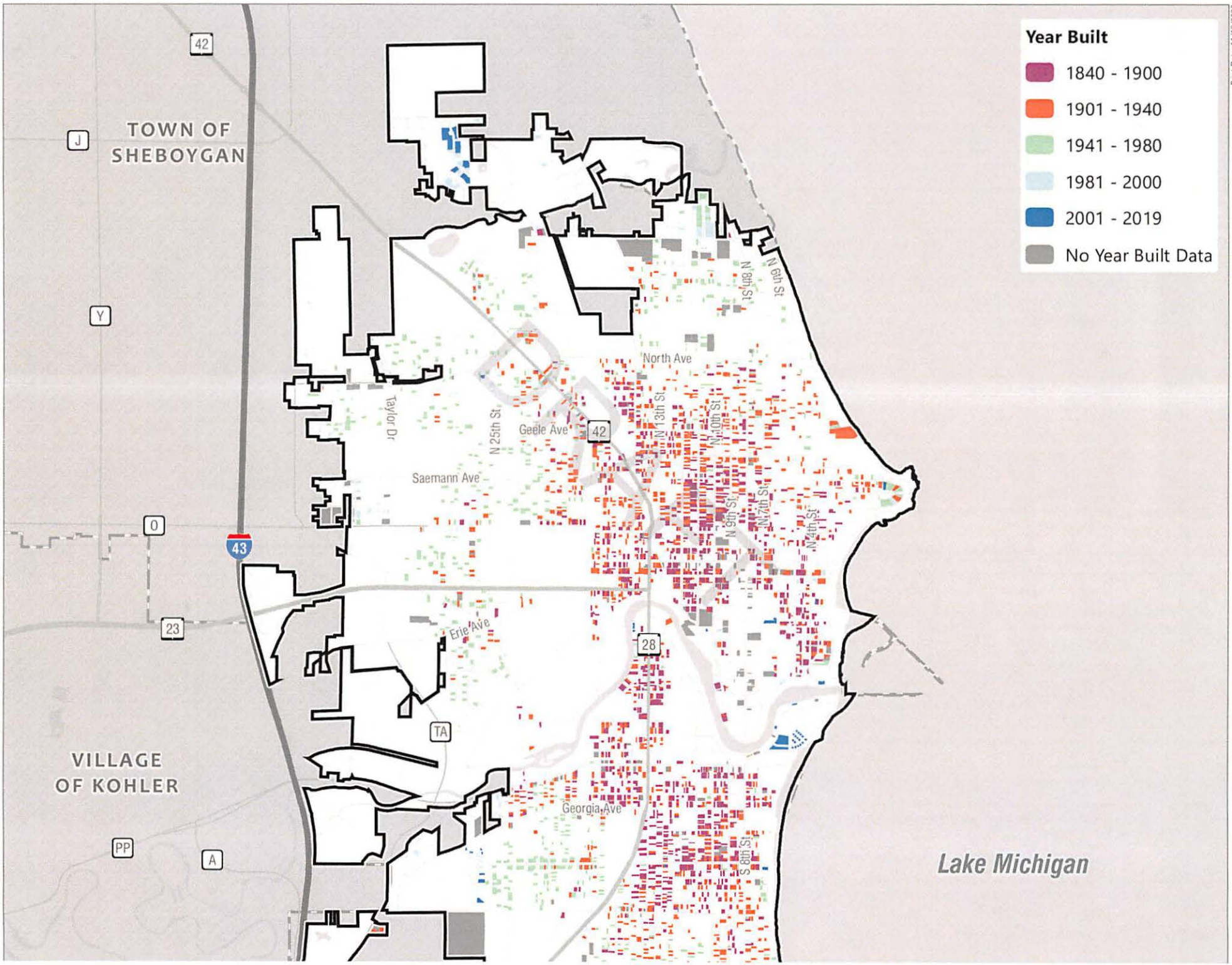
Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

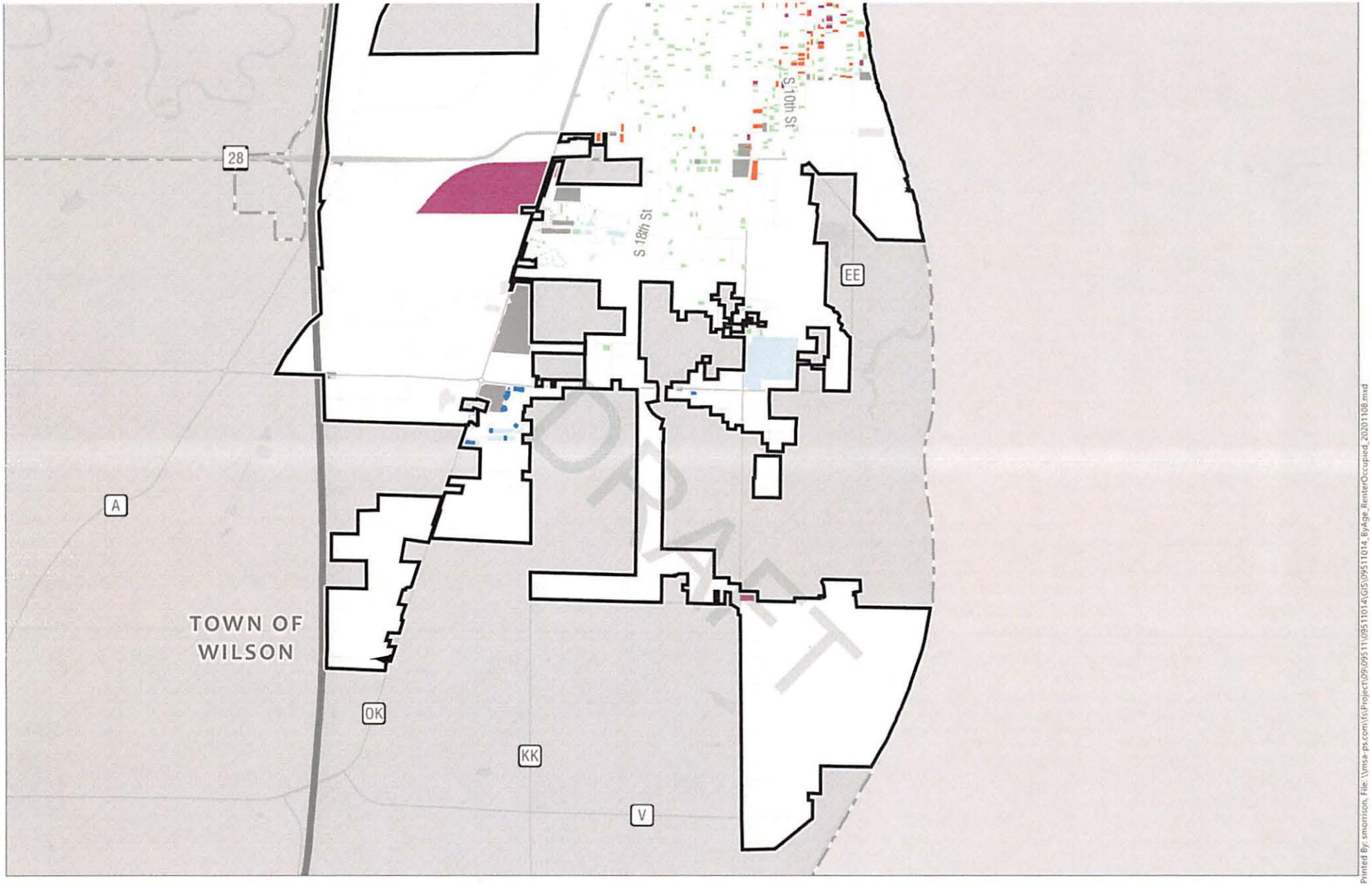
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

Renter Occupied Residential Properties

Sheboygan Housing Study
City of Sheboygan

Printed By: smorrison, File: \\msa-ps.com\fs\Projects\09\09511\09511014\GIS\09511014_RenterOccupied_20201106.mxd


Year Built
1840 - 1900
1901 - 1940
1941 - 1980
1981 - 2000
2001 - 2019
No Year Built Data
Print Date: 11/10/2020
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
Taylor Dr
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 6th St
N 7th St
S 8th St
42
J
Y
O
43
23
TA
28
PP
A



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

0 0.5 1 Miles

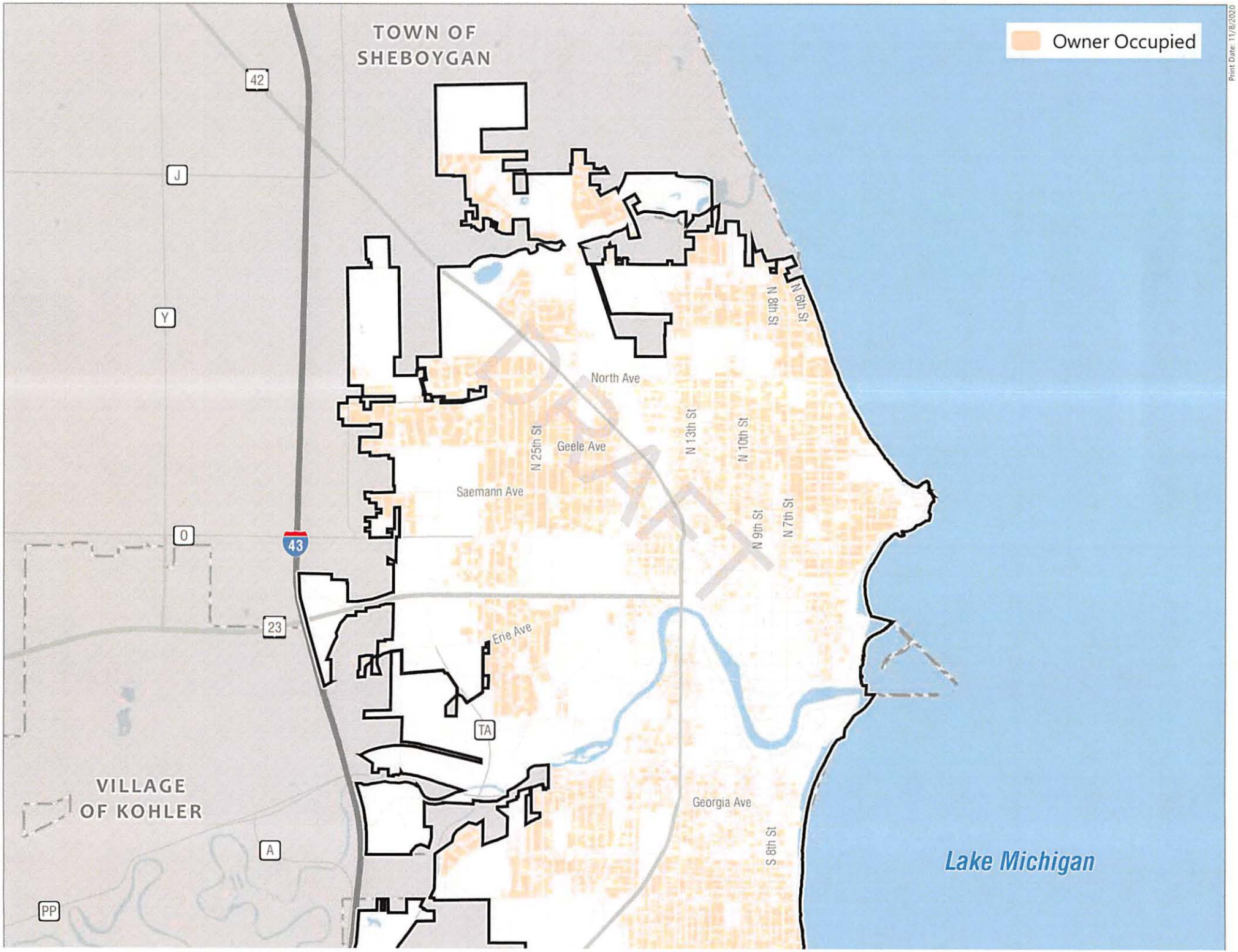
Renter Occupied Residential Properties By Age

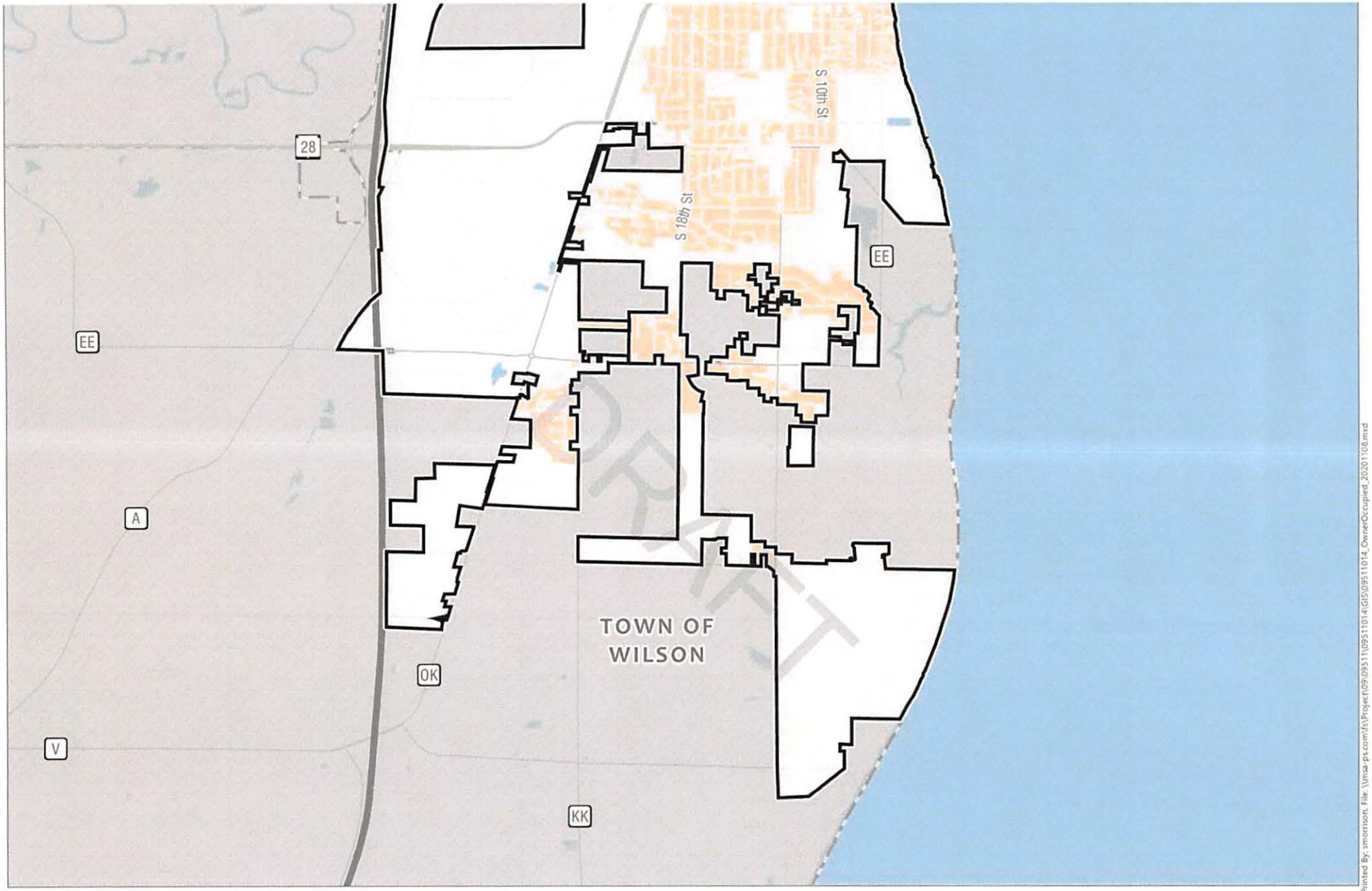
Sheboygan Housing Study

City of Sheboygan

Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\09511\09511014\GIS\09511014_ByAge_RenterOccupied_20201108.mxd


Owner Occupied
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
42
J
Y
O
43
23
TA
A
PP
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
S 8th St
Print Date: 11/8/2020



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

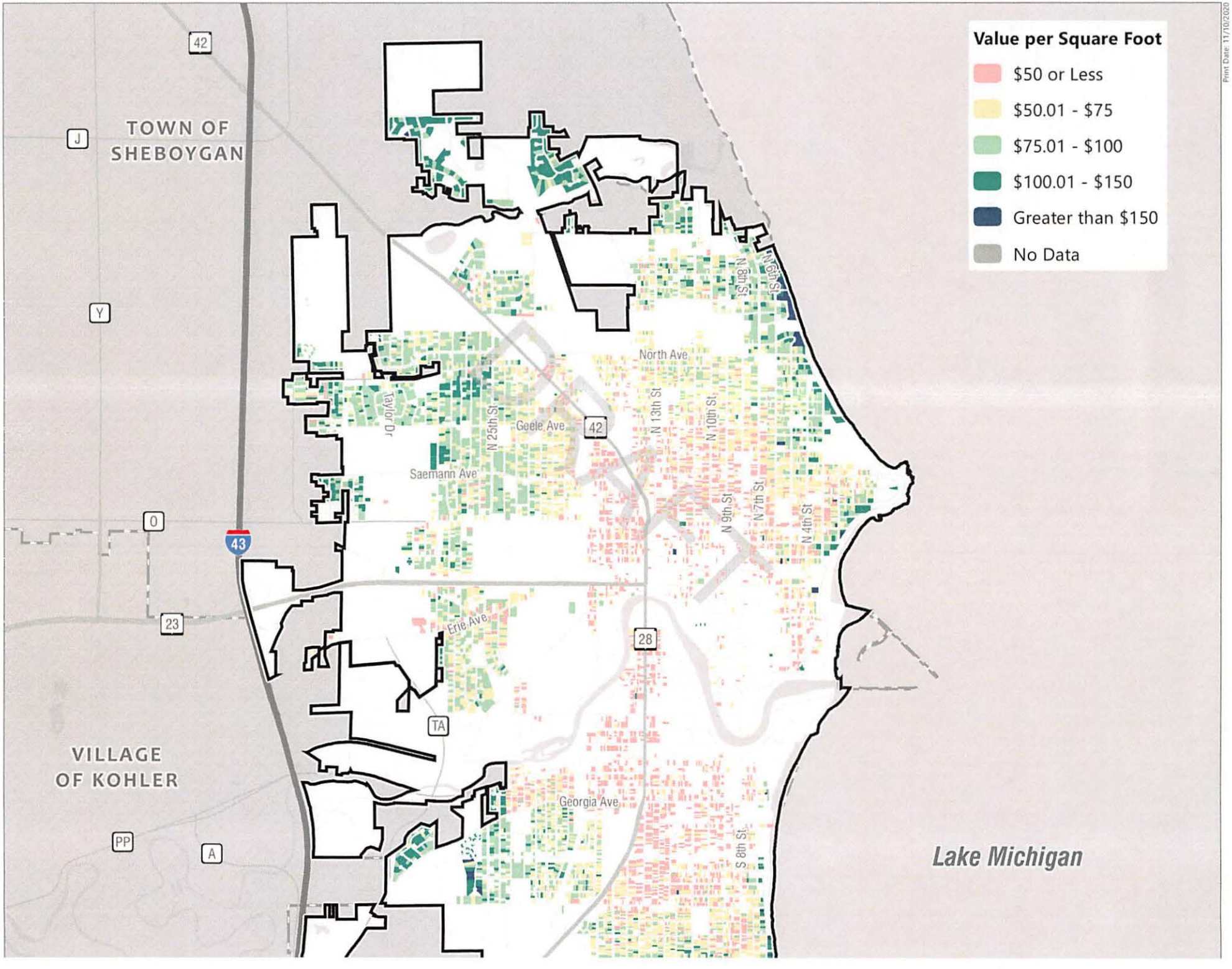
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

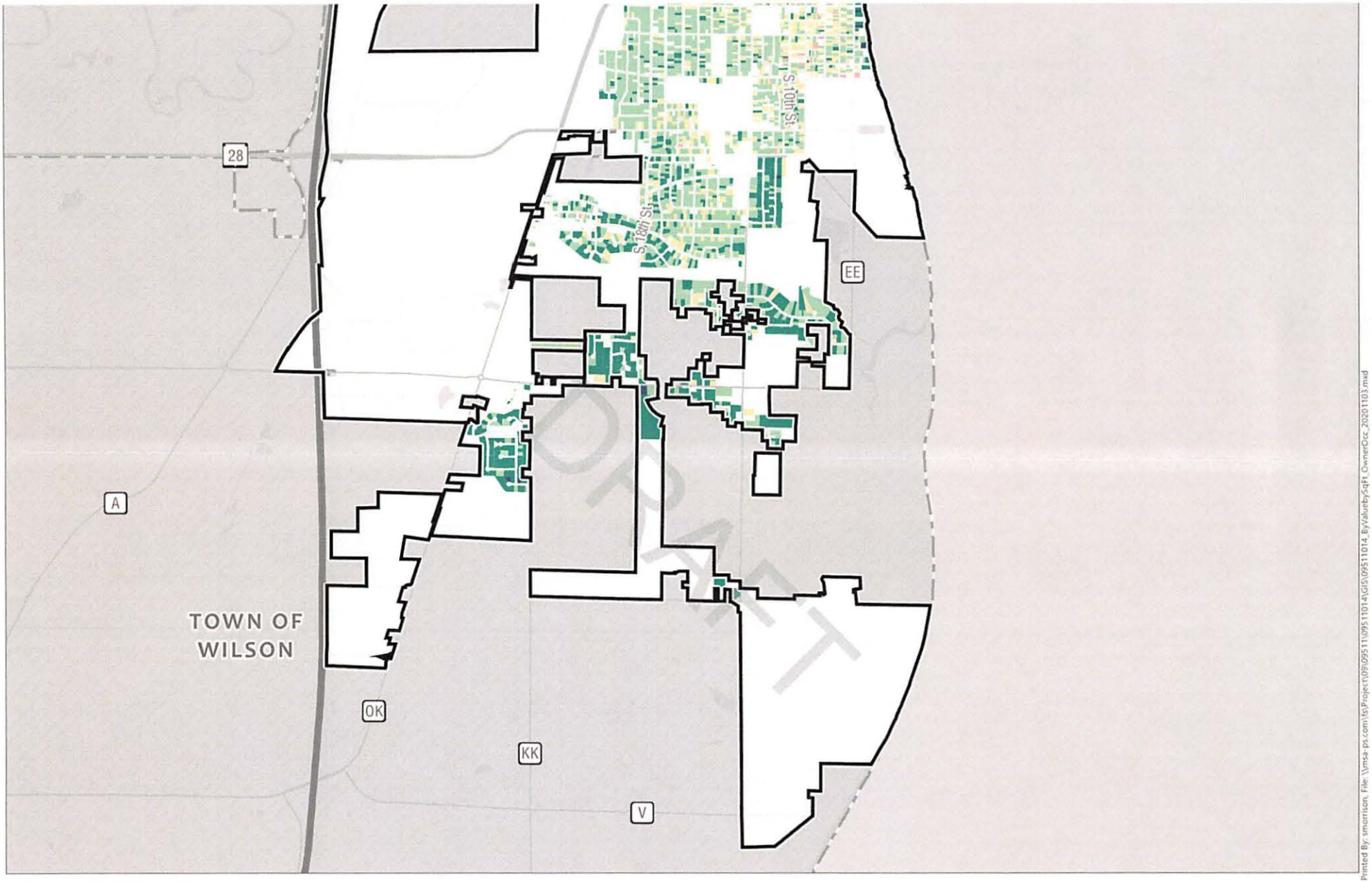
Owner Occupied Residential Properties

Sheboygan Housing Study

City of Sheboygan

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_OwnerOccupied_20201108.mxd


Value per Square Foot
$50 or Less
$50.01 - $75
$75.01 - $100
$100.01 - $150
Greater than $150
No Data
Print Date: 11/10/2020
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
Taylor Dr
N 25th St
N 13th St
N 10th St
N 9th St
N 7th St
N 4th St
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MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

0 0.5 1 Miles

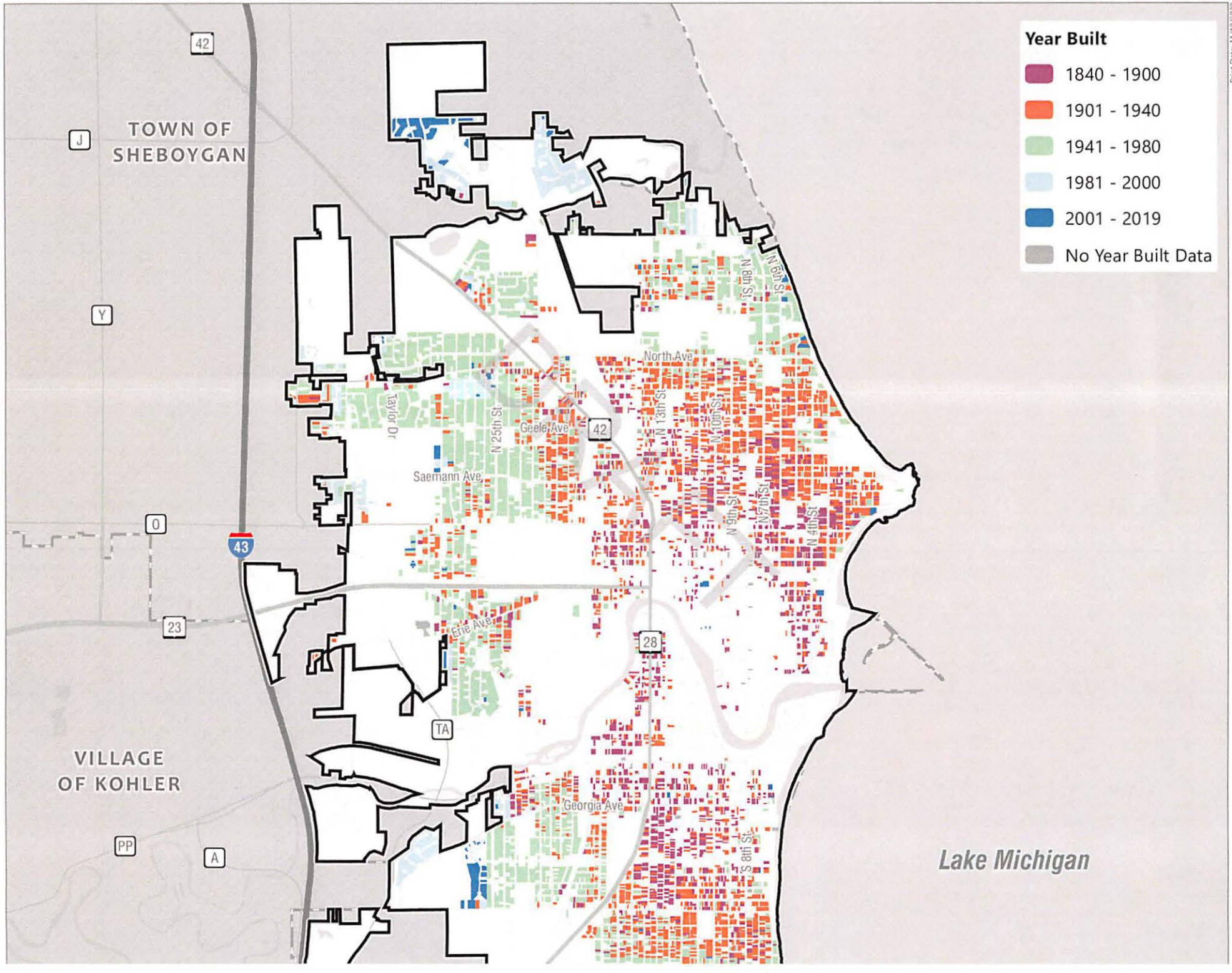
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

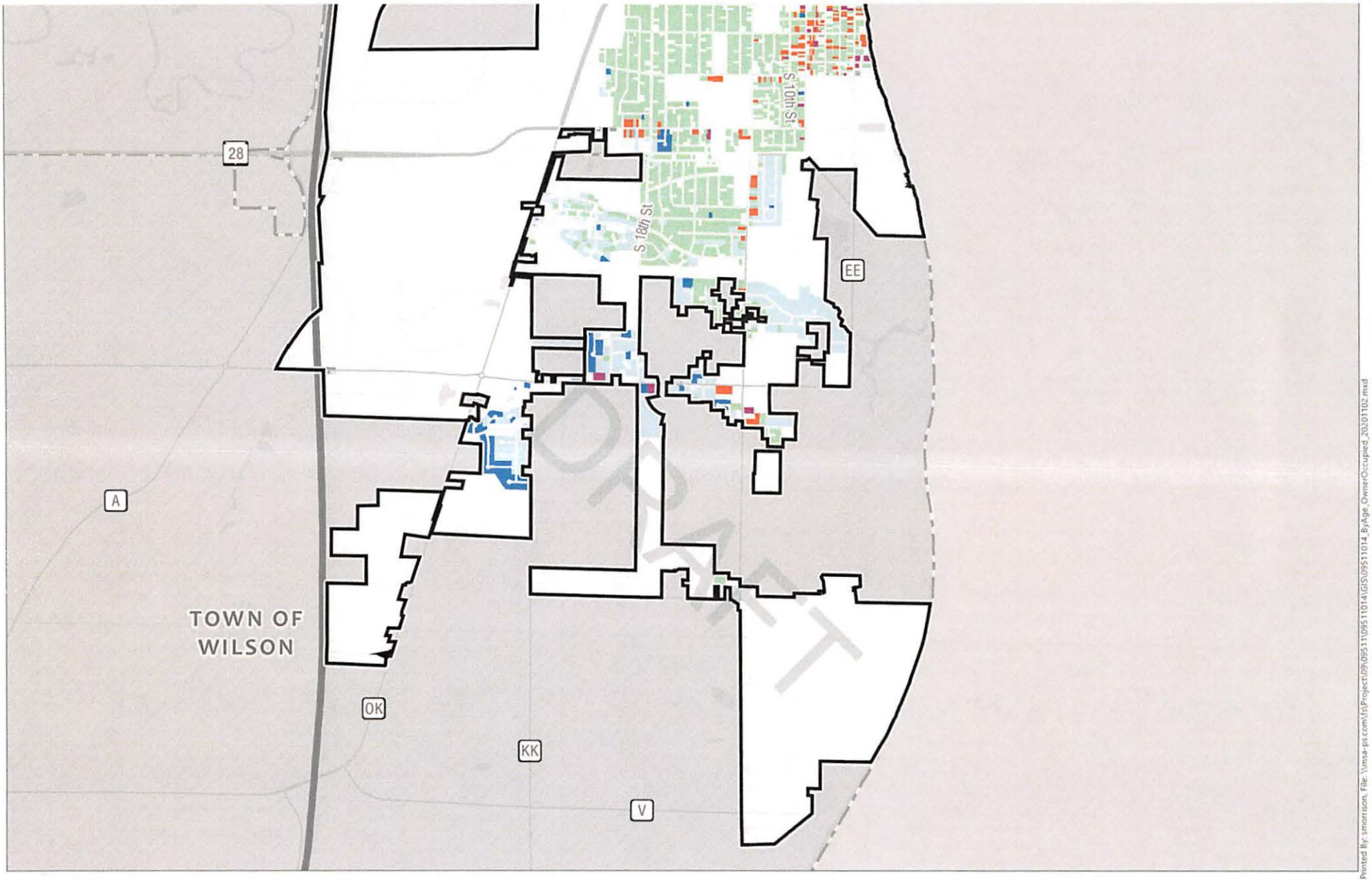
Owner Occupied Properties By Value per Square Foot

Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_ByValuebySqFt_OwnerOcc_20201103.mxd


Year Built
1840 - 1900
1901 - 1940
1941 - 1980
1981 - 2000
2001 - 2019
No Year Built Data
Print Date: 11/10/2020
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
Taylor Dr
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
N 4th St
S 8th St
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TA
PP
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MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

N 0 0.5 1 Miles

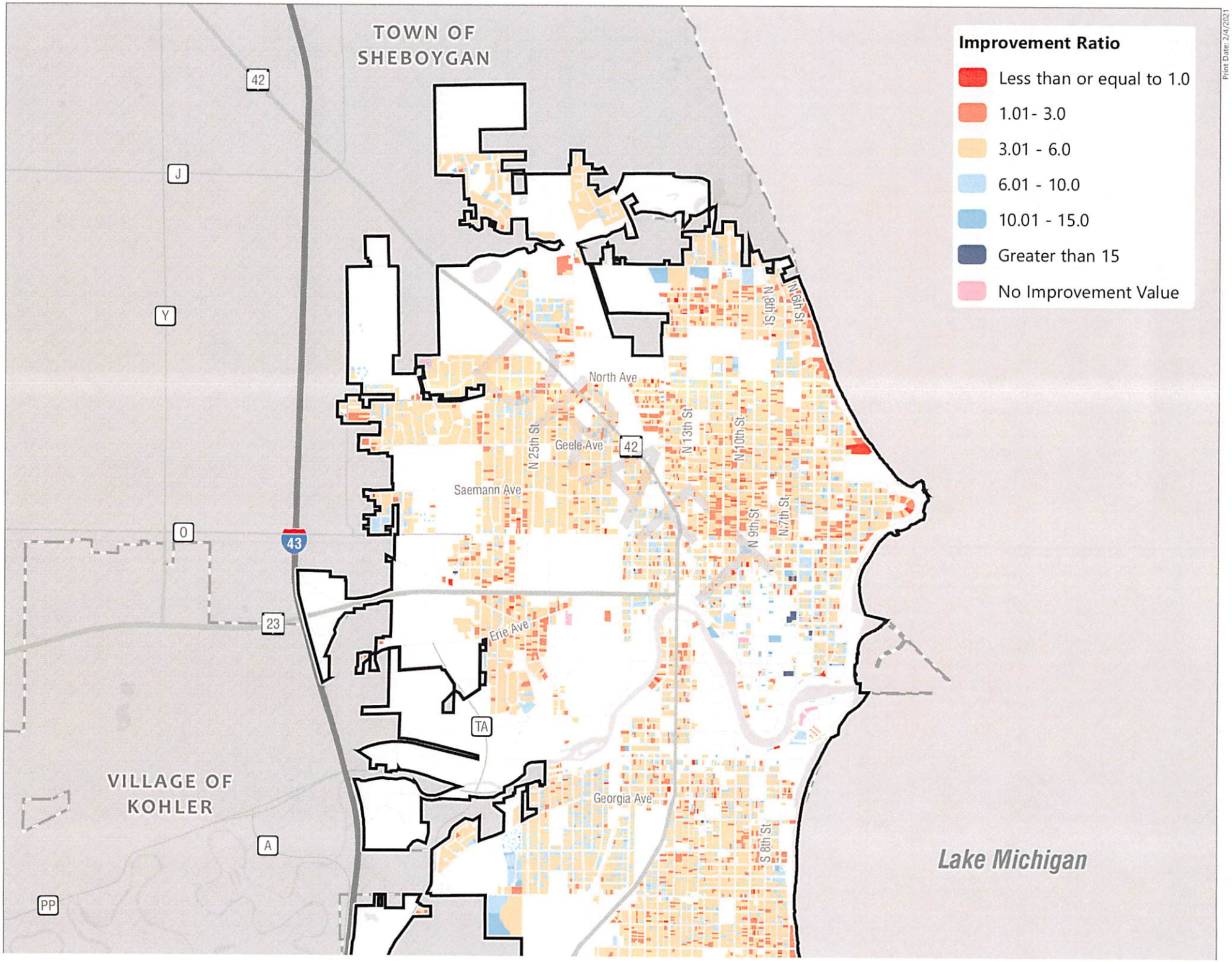
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

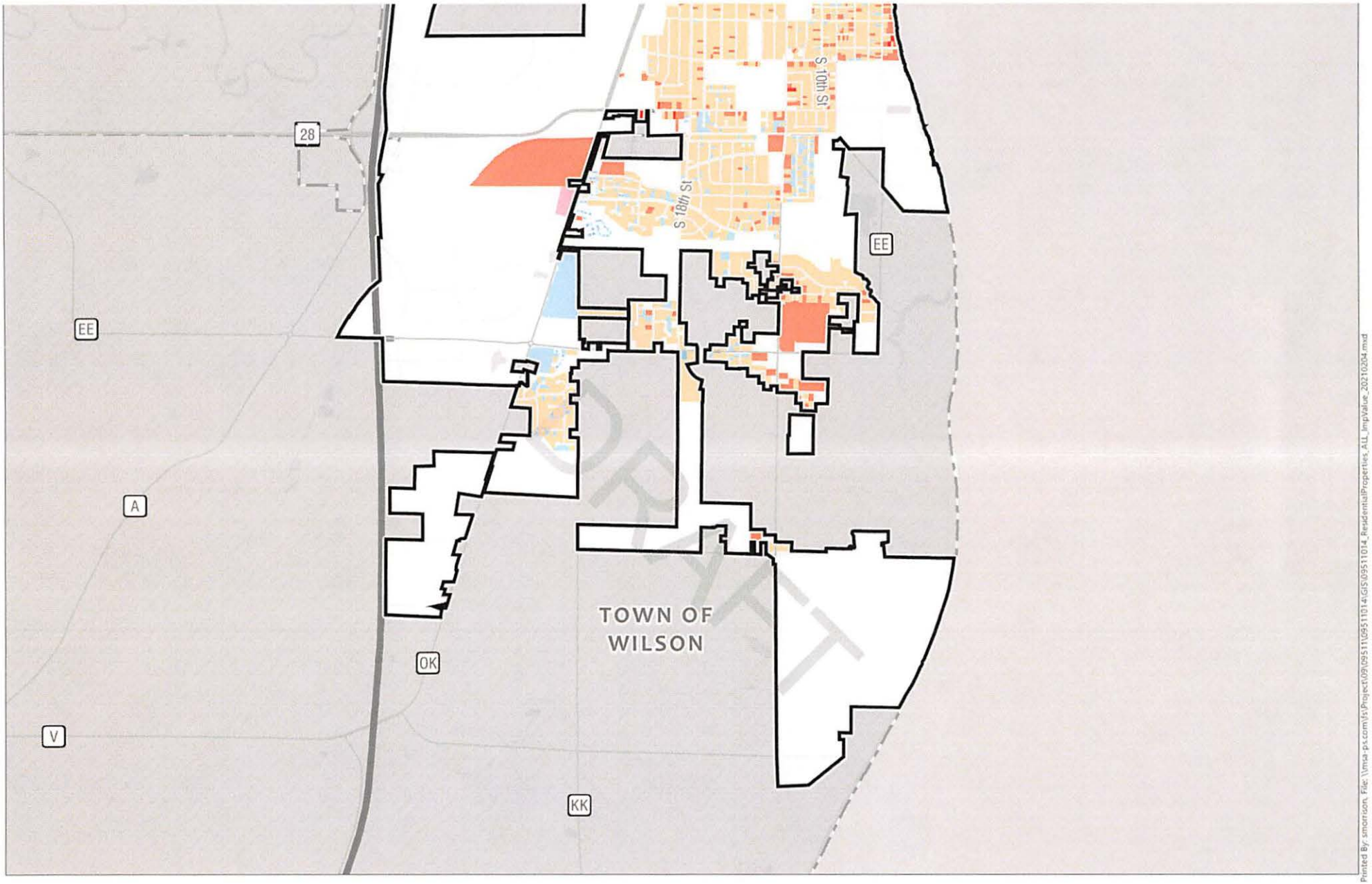
Owner Occupied Residential Properties By Age

Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111095111014\GIS\095111014_ByAge_OwnerOccupied_20201102.mxd


TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
Improvement Ratio
Less than or equal to 1.0
1.01- 3.0
3.01 - 6.0
6.01 - 10.0
10.01 - 15.0
Greater than 15
No Improvement Value
Print Date: 2/4/2021
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
S 8th St
42
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43
23
TA
A
PP



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

0 0.5 1 Miles

City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

Residential Properties By Improvement Ratio

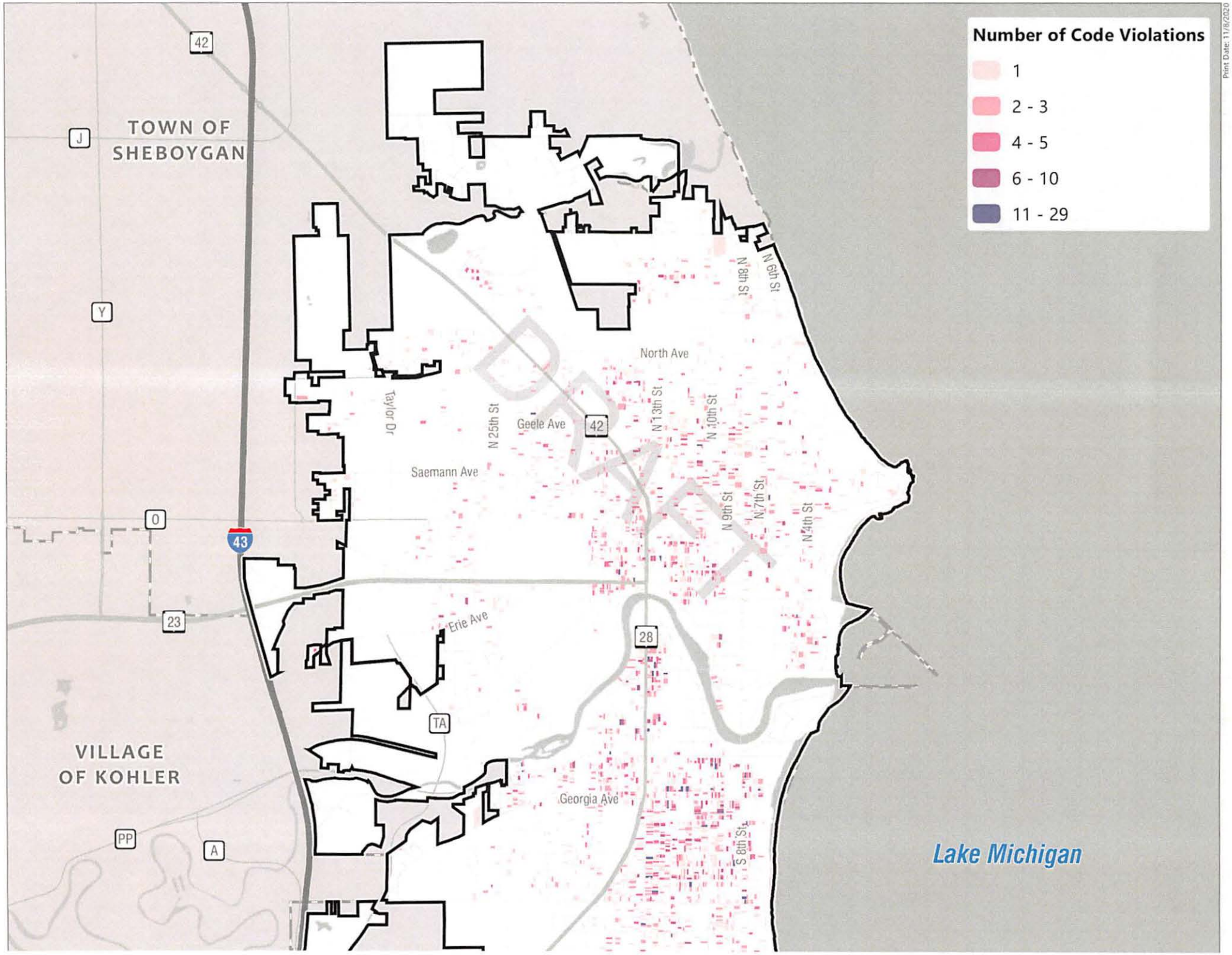
Sheboygan Housing Study

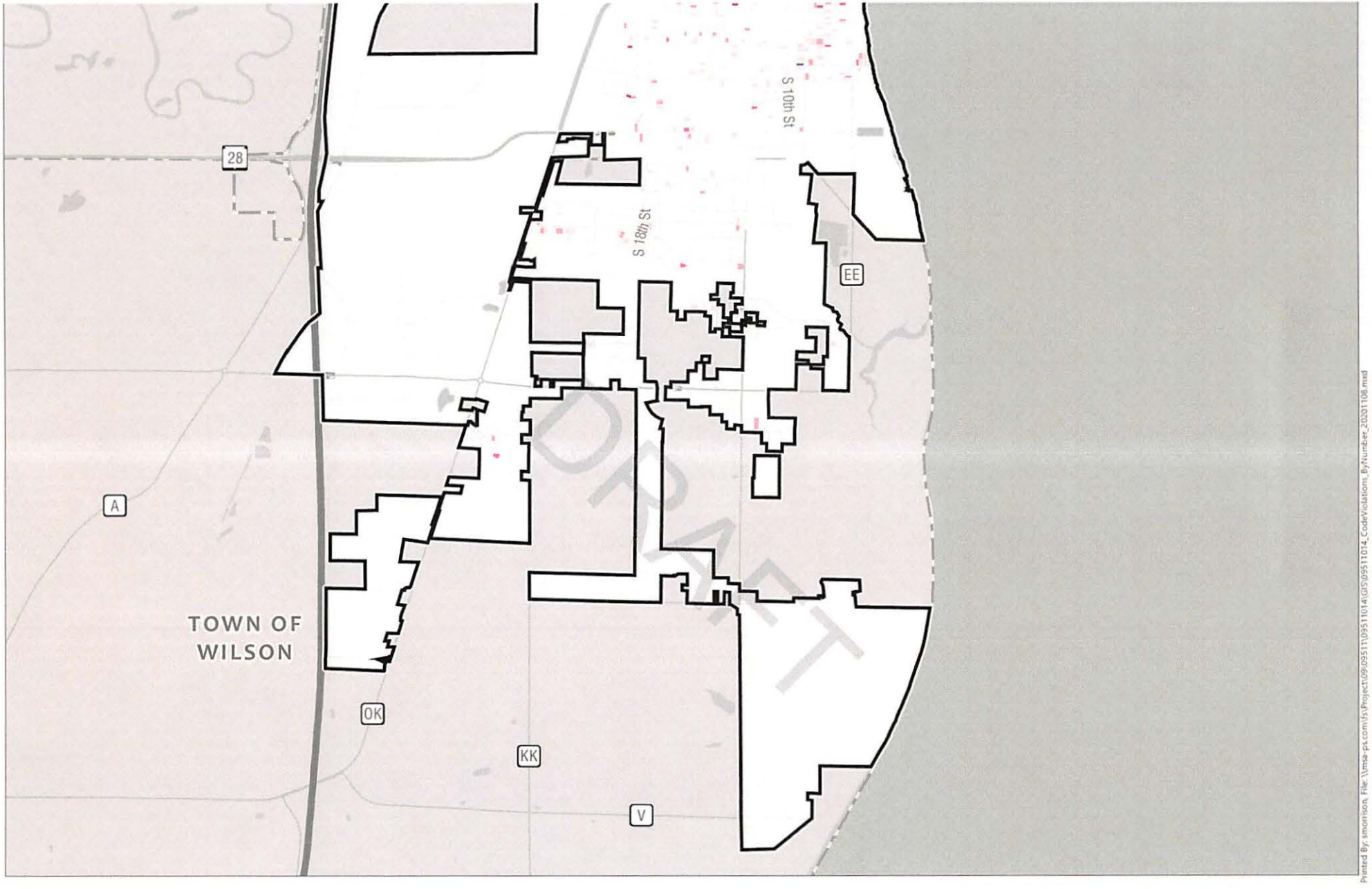
City of Sheboygan

Sheboygan County, WI

DRAFT

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_ResidentialProperties_ALL_ImpValue_20210204.mxd


Number of Code Violations
1
2 - 3
4 - 5
6 - 10
11 - 29
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
Taylor Dr
N 25th St
N 13th St
N 10th St
N 9th St
N 7th St
N 4th St
N 8th St
N 6th St
S 8th St
42
J
Y
O
43
23
TA
28
PP
A
DRAFT
Print Date: 11/6/2020



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

0 0.5 1 Miles

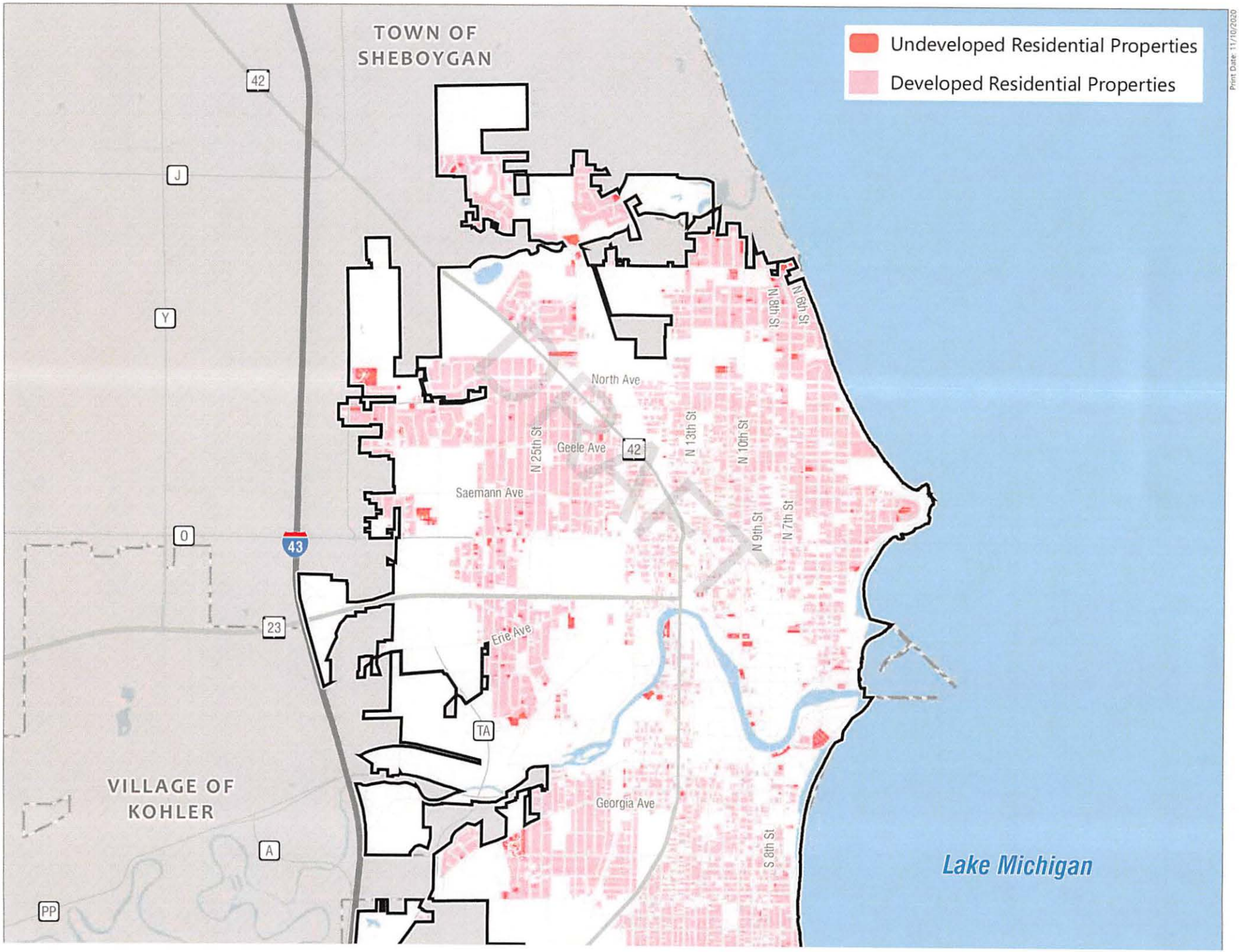
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

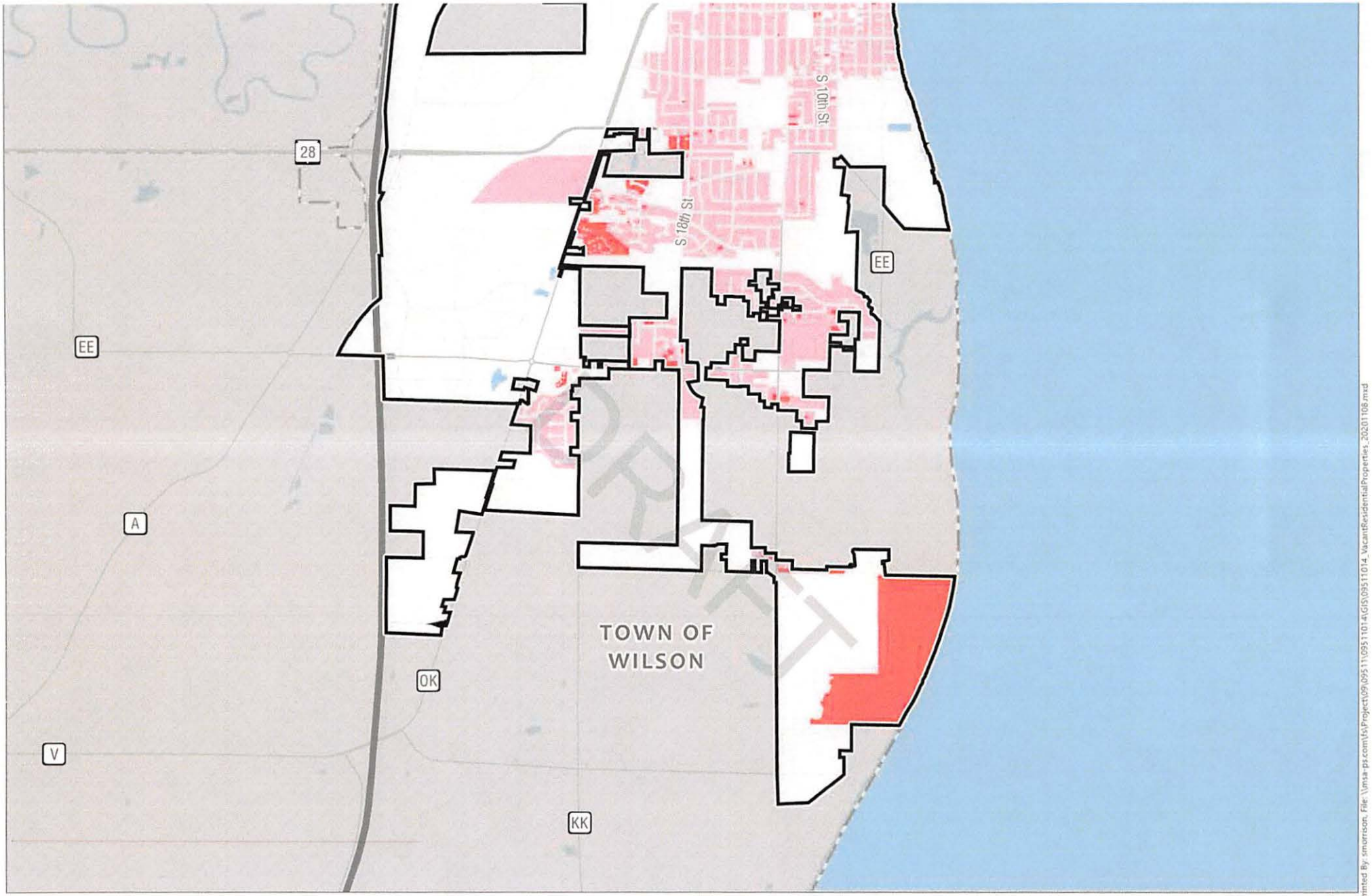
Residential Property Code Violations

Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_CodeViolations_ByNumber_20201108.mxd


Undeveloped Residential Properties
Developed Residential Properties
Print Date: 11/10/2020
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
42
J
Y
0
43
23
A
PP
TA
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 7th St
N 8th St
N 6th St
S 8th St



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

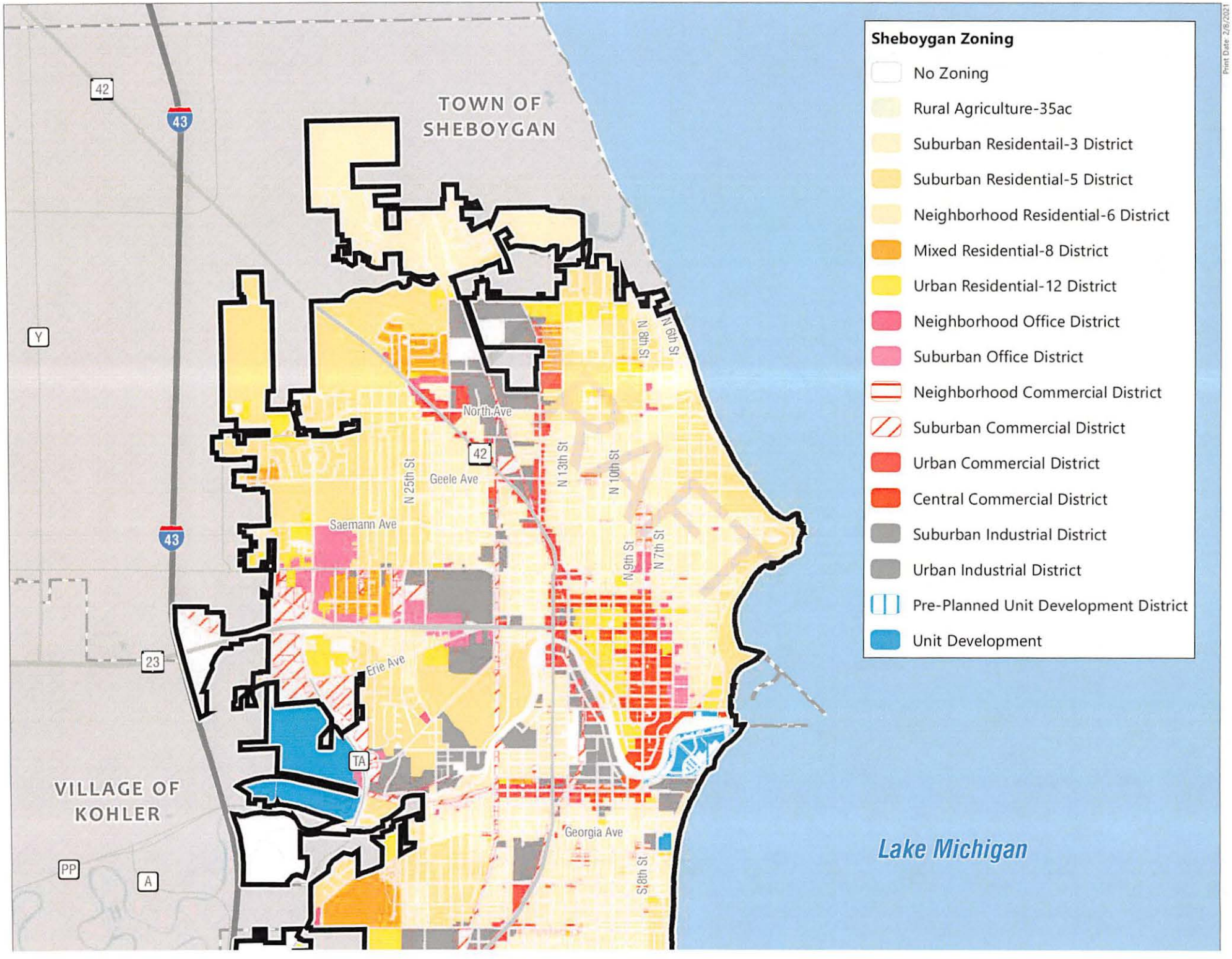
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

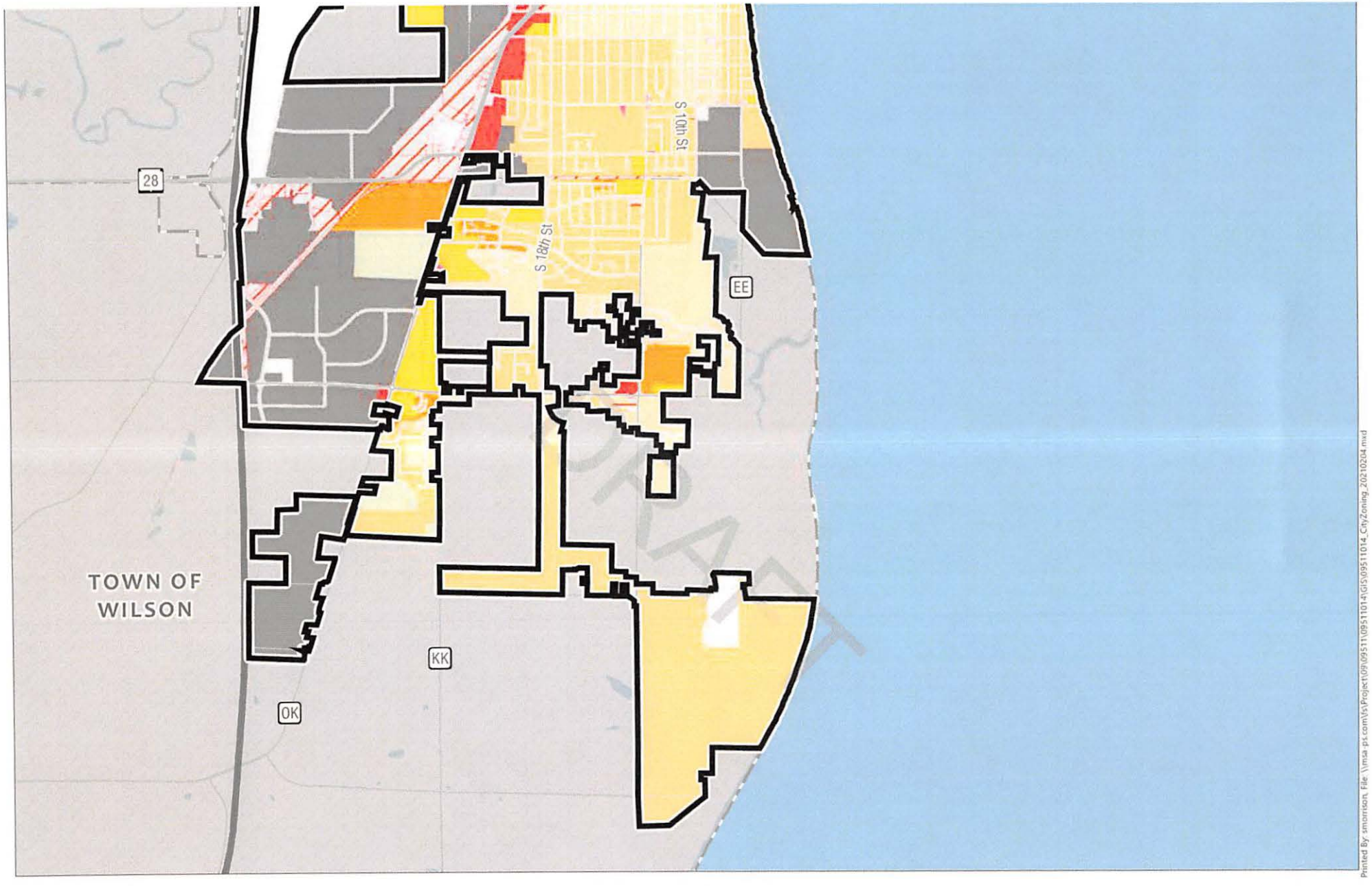
Undeveloped Residential Properties

Sheboygan Housing Study

City of Sheboygan

Printed By: smorrison. File: \\msa-ps.com\fs\Project\09\09511\09511014\GIS\09511014_VacantResidentialProperties_20201108.mxd


Sheboygan Zoning
No Zoning
Rural Agriculture-35ac
Suburban Residentail-3 District
Suburban Residential-5 District
Neighborhood Residential-6 District
Mixed Residential-8 District
Urban Residential-12 District
Neighborhood Office District
Suburban Office District
Neighborhood Commercial District
Suburban Commercial District
Urban Commercial District
Central Commercial District
Suburban Industrial District
Urban Industrial District
Pre-Planned Unit Development District
Unit Development
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
42
43
Y
23
TA
PP
A
Print Date: 2/8/2021



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels/Zoning: Sheboygan County (2020)
Roads: WISLR (2017)

0 0.5 1 Miles

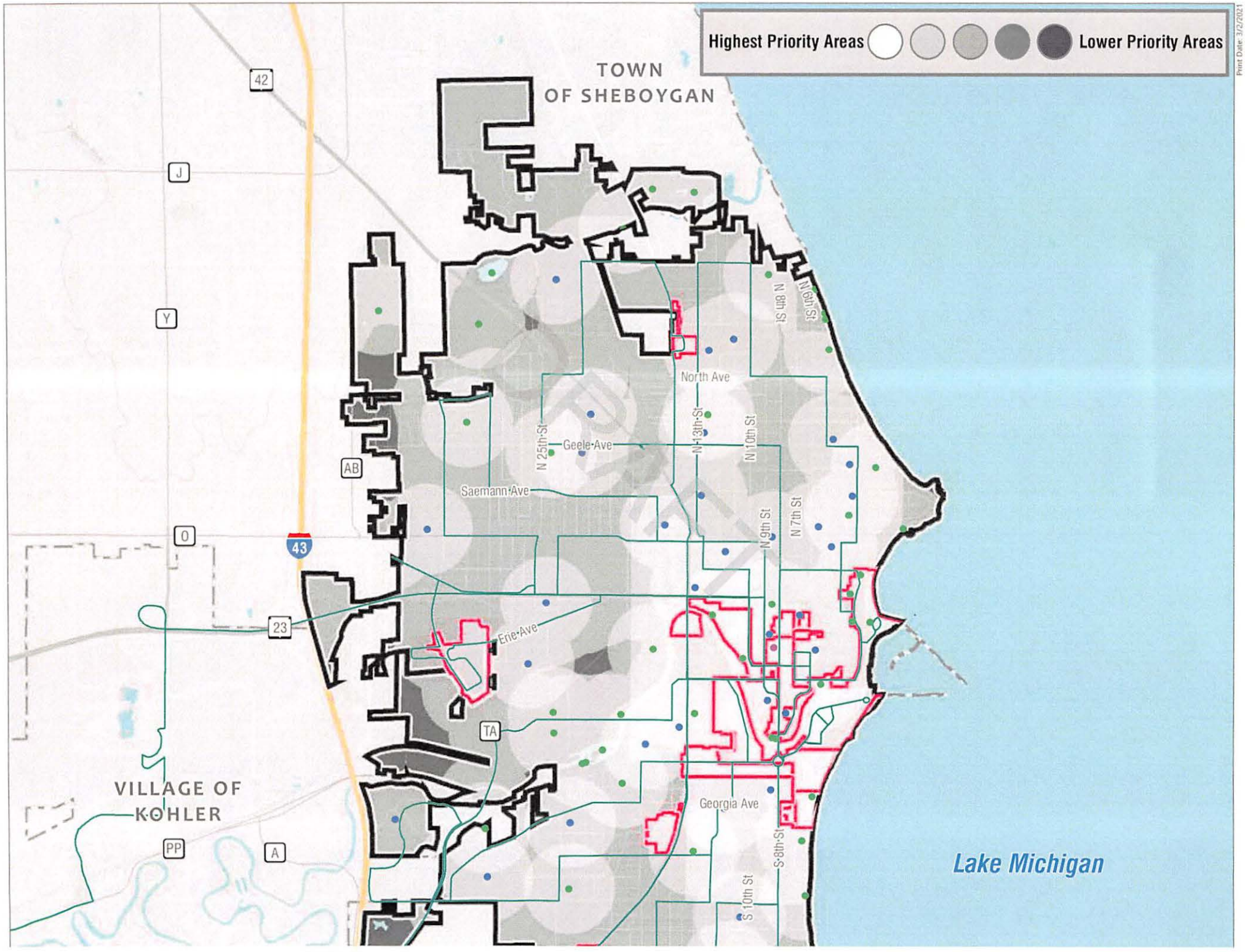
City of Sheboygan
Municipal Boundary
Waterbody
Interstate
State Highway
County Highway

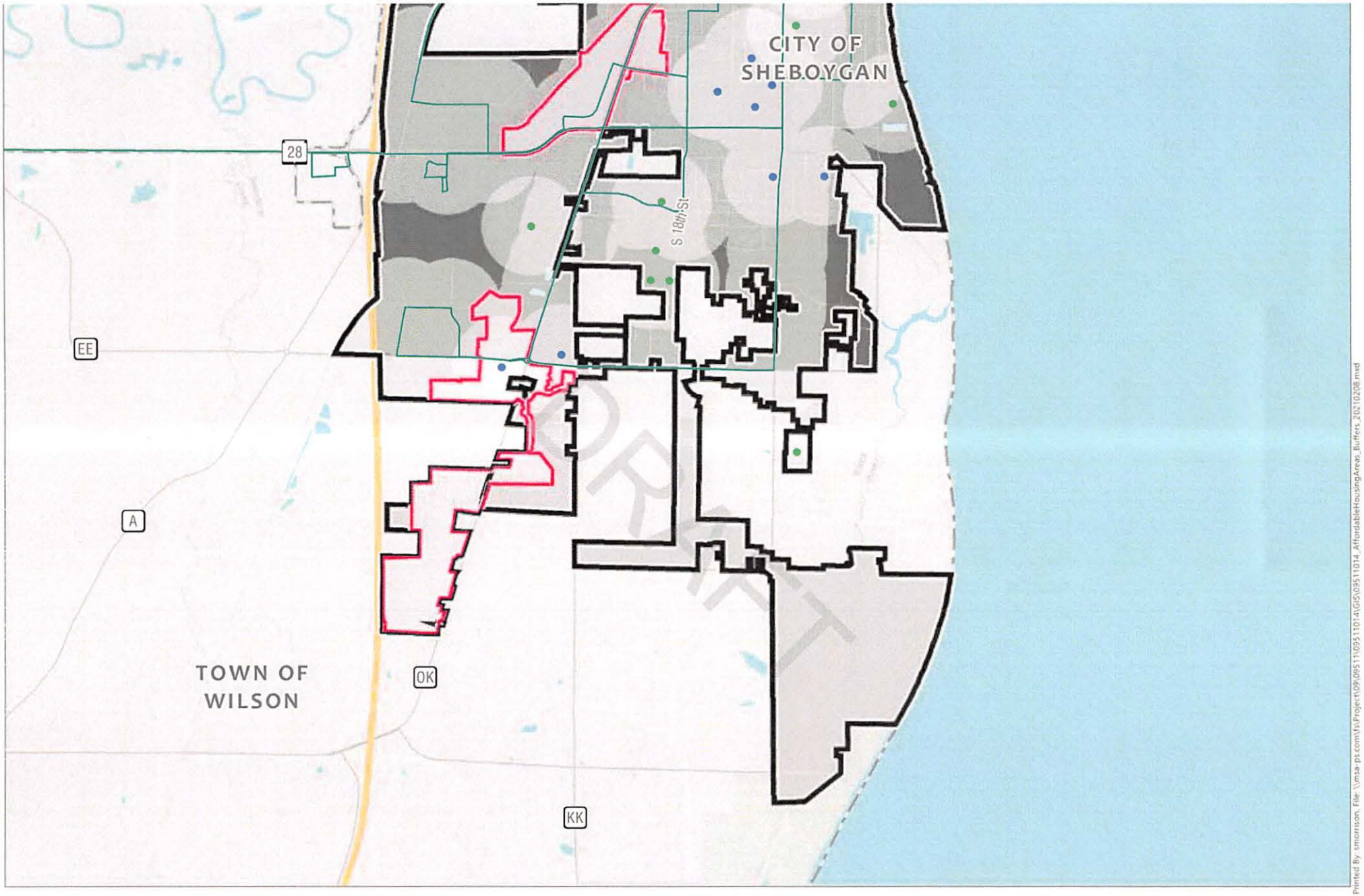
Zoning

Sheboygan Housing Study

City of Sheboygan
Sheboygan County, WI

Printed By: smorrison, File: \\msa-ps.com\Vs\Project\09\095111\095111014\GIS\095111014_CityZoning_20210204.mxd


Highest Priority Areas
Lower Priority Areas
Print Date: 3/2/2021
TOWN OF SHEBOYGAN
VILLAGE OF KOHLER
Lake Michigan
42
J
Y
AB
O
43
23
TA
PP
A
North Ave
Geele Ave
Saemann Ave
Erie Ave
Georgia Ave
N 25th St
N 13th St
N 10th St
N 9th St
N 8th St
N 7th St
N 6th St
S 10th St
S 8th St



MSA

Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)

- Park
- Mead Public Library
- School
- Bus Routes
- TID/TIF District
- Waterbody
- City of Sheboygan
- Municipal Boundary

Target Areas for Affordable Housing

Sheboygan Housing Study

City of Sheboygan

Printed By: smorrison, File: \\msa-ps.com\fs\Project\09\095111\095111014\GIS\095111014_AffordableHousingAreas_Buffers_20210208.mxd

II

R. O. No. _____ - 20 - 21. By FIRE CHIEF. April 19, 2021.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing January 1, 2021 and ending March 31, 2021.

	2020 First Quarter	2020 YTD	2021 First Quarter	2021 YTD	2021 Goals
Incident Types					
Fires	17	17	14	14	< 90
Rescue & Emergency Medical Service	1084	1084	1,080	1,080	4,300
Non Fires	245	245	297	297	1,000
TOTAL	1,346	1,346	1,391	1,391	5,300
Station Incident Count Per Station					
Station 1	362	362	363	363	1,550
Station 2	259	259	300	300	1,100
Station 3	356	356	329	329	1,400
Station 4	222	222	252	252	1,000
Station 5	134	134	141	141	500
Out of City	13	13	6	6	
Fire Loss					
Number of Incidents	15	15	11	11	
Pre Incident Value	$ 3,610,900	$ 3,610,900	$ 12,595,990	$ 12,595,990	
Total Property Loss	$ 175,000	$ 175,000	$ 63,550	$ 63,550	
Total Content Loss	$ 62,050	$ 62,050	$ 38,650	$ 38,650	
Total Loss	$ 237,050	$ 237,050	$ 102,200	$ 102,200	
Average Loss	$ 15,803	$ 15,803	$ 9,290	$ 9,290	
Workload					
Inspections	13	13	94	94	1,926
School Safety Programs/Students	0/0	0/0	0/0	0/0	150/3,000
Public Events	9	9	11	11	45
Station Tours	N/A	N/A	1*	1*	25
Non-Compliance/ Installed Smoke Alarms	22/20	22/20	10/13	10/13	
Fire Training Hours	1,198	1,198	1,520	1,520	8,000
EMS Training Hours	584	584	703	703	2,100
Investigations	18	18	14	14	
Efficiency					
EMS Average Response Time (360 Seconds)	86%	86%	79%	79%	90%
Fire Average Response Time (380 Seconds)**	86%	86%	79%	79%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	97%	97%	80%
ISO Rating	2	2	2	2	1

* Impacted by COVID restrictions

** Fire response 380 seconds or less per NFPA standards

AHPS
21-22

FIRE CHIEF

II

R. O. No. _____ - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 19, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2021 and ending March 31, 2021.

Patrol and Investgations	2019 Actual	Y-T-D 3/31/20	2020 Actual	Y-T-D 3/31/21	2021 Goals
Homicide	1	1	2	0	0
Rape	31	4	20	13	20
Robbery	10	0	14	2	15
Aggravated Assualt	114	15	107	24	100
Violent Crime Total	156	20	143	39	135
Burglary	89	19	96	16	100
Theft	678	159	689	116	840
Motor Vehicle Theft	19	6	35	3	30
Arson	3	1	10	1	10
Property Crime Total	789	185	830	136	980
Percent of Offenses Cleared	64%	62%	56%	50%	70%
Value of Property Stolen	$1,170,450	$117,453	$475,001	$138,320	$500,000
Value of Property Recovered	$678,222	$62,905	$389,071	$101,384	$200,000
Percent of Stolen Recovered	57%	54%	82%	73%	40%
Accident Investigations	1,592	360	1,340	340	1,500
Traffic Stops	4,937	1,082	3,455	1,299	No Goal
Traffic Arrests	3,924	732	2,611	876	No Goal
Other Arrests	3,204	739	2,646	529	No Goal
Speed Trailer Deployments	17	0	8	2	20
HVEE Deployments	31	0	1	10	12
Parking Tickets Issued	7,840	3,211	6,098	2,516	10,000
Bicycles Recovered	168	17	118	22	150
Involuntary Commitments	110	19	101	35	No Goal
Administration					
District Attorney Request for Digital Evidence	1,326	319	1,216	292	2,750
Open Records Requests	6,546	2,030	7,318	1,716	4,000
Nixle Messages Sent	239	36	97	14	250
Press Releases	28	3	20	3	50
Tweets	224	34	92	17	350
Facebook likes	12,164	12,512	14,618	14,750	16,500
Reported Crime Maps	85	26	100	26	104
Crime Comparison Reports	25	6	24	7	26

RHPS
21-22

CHIEF OF POLICE

Res. No. _____ - 20 - 21. By Alderpersons Ackley, Donohue, Bohren, Savaglio, Filicky-Peneski, Felde, Phillips, Sorenson, Mitchell, and Dekker. April 19, 2021.

A RESOLUTION commemorating the distinguished service of Michael Vandersteen to the City of Sheboygan.

WHEREAS, Michael Vandersteen served the residents of the City of Sheboygan for 8 years as the Mayor from April 16, 2013 to April 19, 2021; and

WHEREAS, Mayor Vandersteen served the residents and the City of Sheboygan faithfully and honorably, being a man of outstanding ability and integrity; and

WHEREAS, during his two terms, the City of Sheboygan saw growth and development with a variety of projects including SouthPointe Enterprise Campus, bike/pedestrian improvements on Taylor Drive and the Shoreland 400, land annexations, redevelopment of the Memorial Mall property into Meijer, redevelopment of the Boston Store property into City Green and The Encore Luxury Apartments, renovation of Washington School into multi-family housing, renovation of an old tannery into the Badger State Lofts, redevelopment of the VanDerVart property into The Oscar apartments, and many more projects; and

WHEREAS, as a steward of protecting our land and water, Mayor Vandersteen helped with the Sheboygan River clean-up project and is also currently serving as the chairperson of the Great Lakes and St. Lawrence Cities Initiative; and

WHEREAS, Mayor Vandersteen served as a strong proponent of growing our Neighborhood Associations program from two when he took office in 2013 to now having 12 official Neighborhood Associations; and

WHEREAS, in the years 2007-2012 the City resurfaced an average of 1.4 miles of streets per year, During the years 2013-2019 the City resurfaced an average of 4.2 miles of streets resurfaced per year; and

WHEREAS, to expand the City's communication efforts, the Mayor's Office launched the "Sheboygan Insider" digital newsletter in 2017, implemented the Nextdoor social media platform, and actively promoted the Click2Report app and the Citizen Services portal for residents to use for reporting concerns such as pothole and code violations; and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. Michael Vandersteen to the City of Sheboygan throughout his years of service and expresses gratitude to him.

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

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Dekker.
April 19, 2021.

A RESOLUTION authorizing expenditure of funds received as part of the Criminal Justice, JAG Drug Task Forces Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has obtained a Drug Task Forces Grant in the amount of $24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2021 through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the Drug Task Force Grant.

JHPS 2122

_____

_____

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

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Sheboygan	396005599	076144153
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall 828 Center Avenue, Suite 301 Sheboygan, WI 53081	4. Date use of funds may begin (mm/dd/yyyy) 08/06/2021	
	5a. Project/Grant No. 1 B-21-MC-55-0016	6a. Amount Approved $933,817
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Renee D. Ryles		Honorable Ryan Sorenson	
Title Acting CPD Director		Title Mayor	
Signature Renee D Ryles	Date (mm/dd/yyyy) 08/06/2021	Signature x Ryan Sorens	Date (mm/dd/yyyy) 08/11/2021

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission (mm/dd/yyyy) 05/27/2021	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	9b. Date Grantee Notified (mm/dd/yyyy) 08/06/2021	☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9c. Date of Start of Program Year (04/01/2021)	

11. Amount of Community Development Block Grant

	FY 2021		
a. Funds Reserved for this Grantee	$933,817		
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City of Sheboygan
City Hall
828 Center Avenue, Suite 301
Sheboygan, WI 53081

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred Res. No. 199-20-21 by Alderpersons Donohue and Bohren approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Resolution amended to include the amounts to be granted.

_____ _____

_____ _____

_____ _____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Subs. of Res. No. 199 - 20 - 21. By Alderpersons Donohue and Bohren.
April 19, 2021.

A RESOLUTION approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $920,855 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2021 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2021 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$60,000 (Public Service)	*$38,595.74 in 2020*
SCIO	$10,000 (Public Service)	*$ 7,719.15 in 2020*
Shoreline Metro	$42,493 (Public Service)	*$42,493.00 in 2020*
Family Service Assoc.	$21,000 (Public Service)	*$15,438.29 in 2020*
Family Connections	$ 5,000 (Public Service)	*$ 3,859.57 in 2020*
Lakeshore CAP	$26,100 (Public Service)	*$14,859.36 in 2020*
Big Brothers/Big Sisters	$16,700 (Public Service)	*$11,719.15 in 2020*

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $138,000, excluding housing activities. The above public service requests total $181,293. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $138,000. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	$ 25,000 (Requested $35,000)
Georgia Avenue Reconstruction	$350,000
Senior Center Streetscaping/Parking Lot	$ 76,141
Program Administration	$171,713

Section 108 Payment $160,000

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2021 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds (to be determined at the Finance and Personnel Committee meeting), assurances contained therein and to provide any other information requested by HUD.

AMOUNTS TO BE GRANTED:

Partners for Community Development	$25,000.00	(Housing)
Salvation Army	$38,595.74	(Public Service)
SCIO	$10,000.00	(Public Service)
Shoreline Metro	$42,493.00	(Public Service)
Family Service Association	$15,438.29	(Public Service)
Family Connections	$ 4,894.46	(Public Service)
Lakeshore CAP	$14,859.36	(Public Service)
Big Brothers/Big Sisters	$11,719.15	(Public Service)

_____

_____

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

III

Other Matters

7.2

Res. No. 199 -20 - 21. By Alderpersons Donohue and Bohren. April 7, 2021.

A RESOLUTION approving the FY 2021 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $920,855 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2021 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2021 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$60,000 (Public Service)	*$38,595.74 in 2020*
SCIO	$10,000 (Public Service)	*$ 7,719.15 in 2020*
Shoreline Metro	$42,493 (Public Service)	*$42,493.00 in 2020*
Family Service Assoc.	$21,000 (Public Service)	*$15,438.29 in 2020*
Family Connections	$ 5,000 (Public Service)	*$ 3,859.57 in 2020*
Lakeshore CAP	$26,100 (Public Service)	*$14,859.36 in 2020*
Big Brothers/Big Sisters	$16,700 (Public Service)	*$11,719.15 in 2020*

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $138,000, excluding housing activities. The above public service requests total $181,293. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $138,000. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	$ 25,000 (Requested $35,000)
Georgia Avenue Reconstruction	$350,000
Senior Center Streetscaping/Parking Lot	$ 76,141
Program Administration	$171,713
Section 108 Payment	$160,000

FAP

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2021 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds (to be determined at the Finance and Personnel Committee meeting), assurances contained therein and to provide any other information requested by HUD.

AMOUNTS TO BE GRANTED:

Partners for Community Development	$	(Housing)
Salvation Army	$	(Public Service)
Safe Harbor	$	(Public Service)
SCIO	$	(Public Service)
Shoreline Metro	$	(Public Service)
Family Service Association	$	(Public Service)
Family Connections	$	(Public Service)
Lakeshore CAP	$	(Public Service)
Big Brothers/Big Sisters	$	(Public Service)

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

IX

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 43-20-21 by Alderpersons Sorenson and Dekker regulating the rental and operation of electric scooters in the City of Sheboygan; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Gen. Ord. No. 43 - 20 - 21. By Alderpersons Sorenson and Dekker.
April 14, 2021.

AN ORDINANCE regulating the rental and operation of electric scooters in the City of Sheboygan.

WHEREAS, Bird Rides, Inc. ("Bird") has expressed interest in operating an electric scooter rental business in the City of Sheboygan (the "City"); and

WHEREAS, throughout the United States, when one electric scooter rental business begins operations in a city, it is not unusual for other electric scooter rental businesses to follow; and

WHEREAS, unregulated electric scooter rentals can have adverse impacts on public health, safety, and welfare; and

WHEREAS, Wis. Stat. § 349.237 permits the Common Council of the City to regulate the rental and operation of electric scooters in the city; and

WHEREAS, the Common Council finds that this Ordinance, which regulates the rental and operation of electric scooters in the city, is appropriate to protect the public health, safety, and welfare by preventing or mitigating against any adverse impact that electric scooter rental and operation may have.

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

Section 1. The title of Chapter 118, Article VIII of the Municipal Code is hereby amended to "Bicycles, Tricycles, Motorized Vehicles, Skateboards, Roller Skates, Roller Blades, In-Line Skates, and Electric Scooters."

Section 2. Chapter 118, Article VIII, Division 3 of the Municipal Code is hereby created to read as follows:

"DIVISION 3. ELECTRIC SCOOTERS

Sec. 118-481. *Intent*.

The intent of this division is to protect the public health, safety, and welfare by preventing or mitigating against any adverse impact that electric scooter rental and operation may have, by restricting the locations in which electric scooters may be operated

LHPS

and parked, and by licensing the short-term commercial rental of electric scooters in the city.

Sec. 118-482. *Definitions.*

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boardwalk means the public walkways and pier extensions along the north bank of the Sheboygan River northerly and easterly of the Eighth Street Bridge.

Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

Licensee means the holder of a commercial electric scooter rental license issued under this division.

Operate an electric scooter means to ride on an electric scooter powered at least in part by the electric motor.

Rebalancing means redistributing electric scooters throughout the city.

User means an individual who uses an electric scooter for the purpose of transportation or recreation.

Sec. 118-483. *Usage of Electric Scooters.*

(a) No person shall operate an electric scooter on any roadway under the City's jurisdiction having a speed limit of more than twenty-five (25) miles per hour.

(b) No person shall operate an electric scooter on any sidewalk under the City's jurisdiction.

(c) No person shall operate an electric scooter on the boardwalk.

(d) No person shall operate an electric scooter on the North Pier or the South Pier.

(e) Electric scooters may be operated on any roadway under the City's jurisdiction having a speed limit of twenty-five (25) miles per hour or less, and on recreational trails under the City's jurisdiction.

Sec. 118-484. *Parking of Electric Scooters.*

(a) Electric scooters shall be parked in an upright position, with 2 wheels making a point of contact with the ground.

(b) Electric scooters shall not be parked in a way that provides less than a five (5) foot wide path on the sidewalk for pedestrian access.

(c) Electric scooters shall not be parked in a way that obstructs access to parking meters.

(d) Electric scooters shall not be parked between the sidewalk and the curb where such area is less than three (3) feet wide.

(e) Where possible without impeding the flow of pedestrian traffic, an electric scooter may be parked on a sidewalk, or in a bicycle rack or other similar area designated for bicycle parking.

(f) On blocks without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed by so parking the electric scooter.

(g) Except at existing permitted bicycle facilities, electric scooters shall not be parked between the sidewalk and the curb where adjacent to or within the following locations: (1) parklets; (2) loading zones; (3) accessible parking spaces; (4) curb ramps; (5) entryways; (6) driveways; (7) street furniture requiring pedestrian access; and (8) transit stops (including bus stops, shelters, and passenger waiting areas).

Sec. 118-485. *Rental of Electric Scooters.*

(a) *License Required.* No person or business shall offer short-term commercial rental of electric scooters to the public unless the person or business has obtained a license in accordance with this section.

(b) *License Application Requirements.*

(1) Application for a commercial electric scooter rental license shall be made in writing to the city clerk, upon blanks furnished by the clerk.

a. In the case of a sole proprietorship, the owner shall sign the application.

b. In the case of a partnership, the name of the business and the names and addresses of all partners shall be provided on the application. One of the partners shall sign the application.

c. In the case of an LLC or a corporation, the name of the business and the names and addresses of the principal officers shall be provided on the application. In the case of an LLC, one of the members shall sign the application. In the case of a corporation, the president and secretary shall sign the application.

(2) The application shall identify contact information (including a phone number and email address) for an operations manager based within fifty (50) miles of the city.

(3) The applicant shall include a copy of their user agreement and privacy policy with the application.

(4) Insurance.

a. The applicant shall include a certificate of insurance with the application that meets the requirements of this provision.

b. The applicant's insurance shall provide that the City of Sheboygan will receive a thirty (30) day written notice of cancellation, non-renewal, or material change by any insurer providing coverage required by this provision.

c. Insurance companies must have a current A.M. Best rating of A-VII or better.

d. Applicant's insurance policy limits shall meet at least the following requirements:

1. Workers' Compensation (only required if the applicant employs persons within the State of Wisconsin) - Statutory Limits

2. Commercial General Liability Insurance - $1,000,000 per occurrence and $2,000,000 in the aggregate

3. Auto Liability - $1,000,000 per occurrence

e. The City of Sheboygan shall be listed as an additional insured on the applicant's Commercial General Liability Insurance policy.

f. If applicant uses subcontractors for maintenance, rebalancing, or any other aspects of the applicant's commercial electric scooter rental business, the subcontractor must be covered by applicant's insurance or applicant must demonstrate the subcontractor independently meets the insurance provisions of this requirement.

(5) Indemnification. The applicant shall agree to indemnify, defend, and hold the City of Sheboygan (and the City's officers, employees, and agents) harmless from and against all actions, damages, or claims brought against the City of Sheboygan arising out of the applicant's operations. The city attorney shall have the authority to negotiate the terms of the indemnification provision with the applicant.

(6) Application Fee. The fee for a commercial electric scooter rental license required by this article shall be $250.00 per year or any fractional part thereof.

(7) Granting Licenses. The city clerk shall issue a license under this section if all requirements have been met and if issuance is in the best interest of the city. The city clerk may deny any license under this section in his or her full discretion in the interest of public safety or if the application is not in the interest of the city. In reviewing the application, the city clerk shall consider any input from the city administrator, the city attorney, the police chief, the director of planning and development, or their designees. If the clerk denies a license, the applicant may appeal said denial to the licensing, hearing, and public safety committee of the common council.

(8) Term of License. Any license issued pursuant to this section shall be effective upon issuance. It shall expire on the 31st day of December following its issuance.

(c) *Rental Operation Requirements.* In conducting their electric scooter rental business, each holder of a commercial electric scooter rental license shall comply with the following:

(1) Maximum Number of Scooters. No licensee shall have more than three hundred scooters available for rent within the city at any one time without the approval of the licensing, hearing, and public safety committee of the common council.

(2) Hours of Operation. No licensee shall make electric scooters available for rent before 4:00 a.m. or after midnight.

(3) User Fees. Any user fee for the rental of an electric scooter shall be clearly and understandably communicated to the user prior to the usage of the electric scooter.

(4) Parking. The licensee shall:

a. Provide instructions for properly parking electric scooters to users.

b. Keep the sidewalk free from obstructions to pedestrians by requiring users to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians.

c. Use geofencing to prohibit parking in areas in which parking is prohibited by this division.

d. Upon notification by the city administrator or a designee to the operations manager that an electric scooter of licensee is improperly parked, the licensee shall relocate the electric scooter in accordance with the following requirements:

1. Within three (3) hours of notice received between 7:00 a.m. and 7:00 p.m.

2. By 10:00 a.m. for notice received between 7:00 p.m. and 7:00 a.m.

The City of Sheboygan may relocate improperly parked electric scooters which are not relocated in accordance with this requirement, and shall bill the licensee $50.00 for each electric scooter it relocates, which is reasonably calculated to recapture the City's costs in relocating an improperly parked electric scooter.

e. Licensees may appeal fees imposed by subdivision d., above, to the licensing, hearings, and public safety committee by providing written notice to the city clerk within ten (10) business days of receiving notice of a fee.

f. Licensees that owe $500.00 or more to the City of Sheboygan related to the relocation of licensee's electric scooters shall, upon five (5) business days written notice, have their license suspended until the total amount owed has been paid. Prior to the expiration of the five (5) business days' notice, licensee shall remove their electric scooters from the city or shall make payment to the City. If licensee does not remove their electric scooters from the city or make payment to the City during this time period, the City may remove the electric scooters pursuant to subsection (e).

(5) Safety Education. Licensee shall provide materials to its users to promote safe riding and educate users on rider responsibilities and encourage safe and courteous riding and parking.

(6) Snow Events.

a. The licensee shall ensure that their electric scooters do not impede City of Sheboygan or resident snow removal and ice control operations.

b. In the event that the City of Sheboygan declares a snow emergency under section 42-104, the licensee shall ensure that its electric scooters are removed from the right of way for the duration of the snow emergency.

(7) Notice of Changes. In the event that licensee changes its operations manager identified in its application (including contact information for the operations manager), user agreement, privacy policy, or insurance, licensee shall provide notice to the city clerk within three (3) business days of the change.

(8) Website or Mobile Application. If the licensee operates a website or smartphone application, the website and smartphone application shall:

a. Notify users that: (i) helmet use is encouraged while riding an electric scooter, (ii) sidewalk riding is prohibited, (iii) users are required to follow all rules of the road, and (iv) scooters must be parked responsibly.

b. Provide a means for users to notify the licensee if there is a safety or maintenance issue with the electric scooter. Licensee shall immediately take the scooter out of service upon receipt of notice that there is a safety or maintenance issue, and shall not return the scooter to service until licensee has resolved the safety or maintenance issue.

(9) Electric Scooter Standards. Any electric scooter made available for rent by licensee must meet the following requirements:

a. Each electric scooter shall meet the requirements described in Wis. Stat. §§ 340.01(15ps), 347.489(1), 347.489(2), and 347.489(3).

b. Each electric scooter shall include easily visible contact information, including a toll-free phone number and email address for members of the public to make relocation requests or to report other issues with the electric scooters.

c. Each electric scooter shall be inspected by licensee at least once per month. The inspection shall include, at a minimum, a check of the brake function and brake-level wear. Any electric scooter deemed unsafe or inoperable shall be placed out of service immediately. Licensee shall maintain records of its inspections, which shall be open to the City for inspection upon reasonable request.

d. Each scooter shall be equipped with wheel-lock technology to prevent unauthorized use.

e. Geofencing shall be used to prohibit usage in areas prohibited by this division.

f. Each scooter shall be assigned a unique identifying number (which is clearly labeled on the electric scooter), which shall be provided to the city clerk prior

to making the electric scooter available for rental in the city.

(10) Data and Reporting. Licensee shall provide data reasonably requested by the City of Sheboygan to assist with monitoring program usage.

(11) Assist with User Compliance. In addition to the requirements set forth above, licensee shall take any additional steps reasonably requested by the City to ensure appropriate usage of electric scooters by its users.

(d) *Suspension or Revocation of License.*

(1) A license may be suspended or revoked by the city clerk or their designee for any of the following reasons:

a. Failure to comply with any of the provisions of this article;

b. Violating any state statutes or City Code provisions;

c. By request of the city administrator, city attorney, police chief, director of planning and development, or their designees, when said request provides evidence of the reasons in subdivisions a. or b. above.

(2) Any licensee whose license has been suspended or revoked under the provisions of this subsection may appeal said suspension or revocation to the licensing, hearings, and public safety committee of the common council by providing written notice to the city clerk. The licensing, hearings, and public safety committee shall conduct a hearing within thirty (30) days of receipt of a written appeal.

(e) *Unlicensed Electric Scooter Rentals.* In the event that a person or business commences short-term commercial rental of electric scooters to the public in the city without having first obtained a license in accordance with this section, the City may - without advance notice - take possession of any unauthorized electric scooters in the right-of-way. The City shall provide notice to the unauthorized person or business that it has taken possession of the electric scooters and invoice the unlicensed person or business the rate for relocating an electric scooter set in subdivision (c)(4)d., above. The unlicensed person or business may appeal fees imposed by this subsection to the licensing, hearing, and public safety committee by providing written notice to the city clerk

within twenty (20) business days of receiving notice of a fee. If the unlicensed person or business does not appeal the fees imposed, or make payment within forty-five (45) days of receipt of invoice, the City may dispose of any electric scooters belonging to the unlicensed person or business in its possession. Any proceeds from the disposition shall be used to offset the unlicensed person or business's unpaid fees. Any costs from the disposition shall be billed to the unlicensed person or business.

Sec. 118-486. *Penalties.*

(a) The forfeitures for violations of sections 118-483 and 118-484 shall be not less than $0 and not more than $25. No court costs or witness fees shall be assessed unless the violator desires to appear at a court hearing on such violation.

(b) The forfeiture for violations of section 118-485 shall be not less than $50 and not more than $500 per occurrence.

(c) For the avoidance of doubt, citations for violations of Wis. Stat. § 346 which arise out of the operation of an electric scooter may be issued pursuant to section 118-1."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. C. No. 311-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 91-19-20 by City Clerk submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.21

R. C. No. 311 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 91-19-20 by City Clerk submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

2021
F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

A.1

R. O. No. 91 - 19 - 20. By CITY CLERK. October 21, 2019.

Submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue.

CITY CLERK

Finance
Personnel

DATE RECEIVED 10-16-19

OCT 16 '19 AM10:23

RECEIVED BY MKC

CLAIM NO. 17-19

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: Mary E. Sommersberger
2. Home address of Claimant: 1630 Sunnyside Ave. Sheboygan, WI 53081
3. Home phone number: 920-254-8133
4. Business address and phone number of Claimant: —
5. When did damage or injury occur? (date, time of day) August 2, 2019 (approx. 8:30 a.m.)
6. Where did damage or injury occur? (give full description) South side of Sunnyside Avenue - West of South 12th Street 1200 Block
7. How did damage or injury occur? (give full description) While walking on Sunnyside Ave. I tripped on a pothole. The pothole was not very visible because of the shade of a tree. (Sunnyside Ave. does not have sidewalks and you must walk in the road.)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: —
   (b) Claimant's statement of the basis of such liability: —
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Sunnyside Ave. had many areas needing repair. Several weeks after my fall, I reported and many areas were filled in.
   (b) Claimant's statement of basis for such liability: Other people had fallen in the same spot. A neighbor shared that she reported earlier the need to fill the pothole. It was never taken care of. After my fall she called again. My accident was on a Friday, and the following Monday it was filled.

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

An ambulance was called to transport me to the hospital. I dislocated my shoulder, broke and shattered bones in my shoulder and have nerve damage. On 8/7/19 I had a complete reverse shoulder replacement. I continue to have twice weekly physical therapy. Because of nerve damage I lack most movement in my arm and shoulder.

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

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

Auto:	$ —
Property:	$ —
Personal injury:	$ Pending
Other: (Specify below	$ Pending - unknown
TOTAL	$ Pending

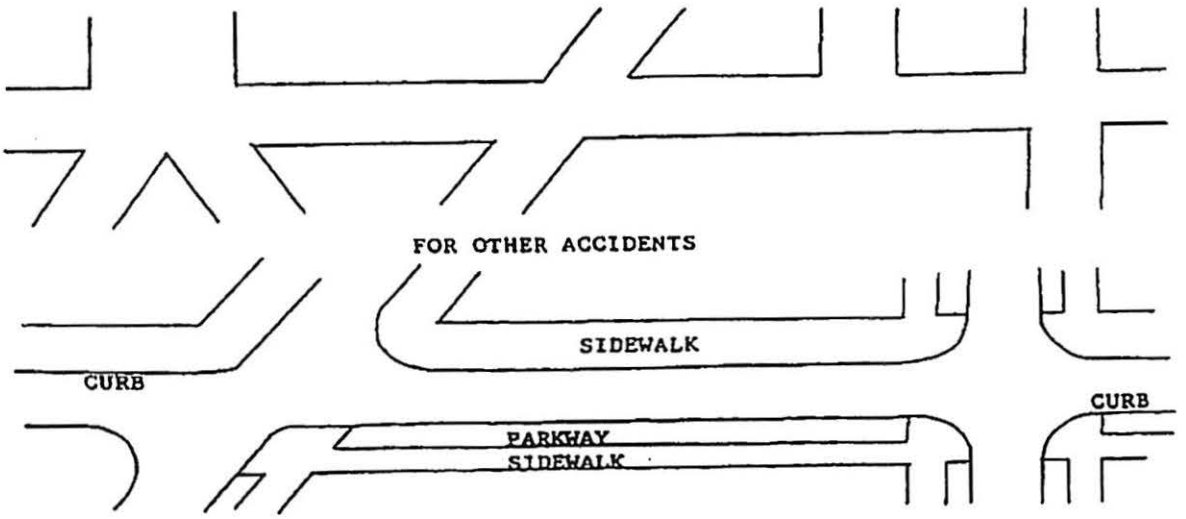
Damaged vehicle (if applicable)

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 Mary E. Summerlin Steiger DATE 10/15/19

DATE RECEIVED 10-16-19 RECEIVED BY MKC

CLAIM NO. 17-19

CLAIM

Claimant's Name:	Mary E. Sommersberger	Auto	$ —
Claimant's Address:	1630 Sunnyside Ave.	Property	$ —
	Sheboygan, WI 53081	Personal Injury	$ Pending
Claimant's Phone No.	920-254-8133	Other (Specify below)	$ Pending-unknown
		TOTAL	$ Pending

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 $Pending.

See attached letter

SIGNED Mary E. Sommersberger **DATE:** 10/15/19

ADDRESS: 1630 Sunnyside Ave.
Sheboygan, WI 53081

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

1630 Sunnyside Avenue
Sheboygan, WI 53081
October 15, 2019

City of Sheboygan, WI
828 Center Avenue
Sheboygan, WI 53081

Dear City of Sheboygan,

This letter serves as a Notice of Claim against the City of Sheboygan, WI. The morning of August 2, 2019 at approximately 8:30 a.m. while walking down Sunnyside Avenue just West of South 12th Street I tripped on a pothole which was within a few feet of the grass area of homeowners. Sunnyside Avenue does not have sidewalks, which leaves no option other than walking in the street.

My toe of my shoe caught the edge of the pothole which was shaded by a tree. I was lying in the street, unable to get up calling for someone to help me. Neighbors and a motorist came to my aid and called the ambulance for me. One of the neighbors indicated that others had tripped in the same spot, and she had reported the pothole to the City of Sheboygan to be filled. Unfortunately, it was never attended to. Interestingly, the pothole was filled on Monday, which was the following working day.

I sustained severe injuries as a result of this fall. I dislocated my right shoulder and shattered bones within my shoulder as well as severe damage to my rotator cuff and probably permanent nerve damage. On August 7, 2019 I had a complete reverse shoulder surgery to repair my shoulder. As of this date, I continue to have pain and go twice a week to physical therapy as well as daily home exercises. My arm has no movement to the side because of the nerve damage. If this does not show improvement, I will need to go for a consult at a specialized clinic in Milwaukee. My daily living has been altered dramatically with basically the use of only one arm. I am a right-handed person, and simple chores such as eating, bathing, dressing, etc. are a challenge, and of course I am unable to drive as well as doing much of anything.

I try to remain positive of my future. At this time there are many unknowns. Hopefully I will be able to return to normal, but only time will tell. For these reasons I am filing this Claim of Notice to the City of Sheboygan within my 120 days. I want to remain within my legal rights for this injury.

Sincerely,

Mary E. Sommersberger

Mary E. Sommersberger

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 5-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
3172	Jeske, Shelley A.	2807 S. 22nd Street

LHPS
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.2.

R. O. No. 5 - 20 - 21. By CITY CLERK. May 4, 2020.

Submitting various license applications for the period ending June 30, 2021 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
3158	Elliot, Kathleen A.	152 14th Street, Fond du Lac
3163	Elliot, David A.	152 14th Street, Fond du Lac
6169	Jeske, Amanda A.	2109 N. 12th Street
3172	Jeske, Shelley A.	2807 S. 22nd Street
9267	Kline, Kevin C.	1418 S. 24th Street
3173	Licari, Isabella R.	2225 N. 10th Street
3164	Maurer-Pfister, Angela M.	2332 Carmen Avenue Apt. 4K
7580	Willis, Rita A.	126 Lake Court
3176	Willis, Thomas J.	126 Lake Court

BEVERAGE OPERATOR'S LICENSE (RENEW)(June 30, 2022)

No.	Name	Address
7407	Baird, Jerry E. *Club*	557 Upper Road, Kohler
6748	Bresser, Matt J.	W2385 County Line Rd, Cleveland
4552	Daun, Duane R. *Club*	928 Wisconsin Avenue #317
1250	Dewane, Elaine M.	2839 N. Apache Road
7112	Gutschow, Tyson R. *Club*	4881 Dennwood Drive
8692	Jensen, Kurt R.	627 Saint Clair Avenue
1314	Johnston, Kristen D.	1608A N. 11th Street
1245	Little, Elizabeth M.	914 Logan Avenue
7941	Mauer, Dale L.	2917 S. 15th Street
1515	McMurray, Scott J. *Club*	1120 Aspen Court Unit C, Kohler
2650	Munnik, Bryan A.	W2672 Cty Road PPP, Sheboygan Falls
3359	Petermann, Richard J.	4408 White Oak Lane
2614	Raml, Jennifer L.	1020 Covington Dr., Sheboygan Falls
9583	Roehrborn, Becky J.	2027 N. 7th Street
4552	Sauer, Andrew D. *Club*	1006 N. 17th Street
6368	Schmidt, Tiffany L.	1622 N. 25th Street
6444	Schmidtke, James B.	N6137 Center Ave., Sheboygan Falls
2411	Sharp, Christa A.	502 N. 28th Street
2136	Severance, Harold W. *Club*	2503 N. 26th Street
2736	Teetzen, Bradley R.	307 Riverhills Dr., Sheboygan Falls

AHPS
5-13-20 Call in #3172 #9267 Background #3359 #9627
5-27-20 continue to hold all
6-10-20 Hold #3172 file #9267
7-15-20 #3172 hold

2405 Timm, Sarah E.	2732 Geele Avenue
1485 Wendland, Todd EJ *Club*	3106 N. 27th Street
9627 Wilke, Glenn J. *Club*	4022 Hazelnut Court
3502 Wolff Sr., Richard A.	1622 N. 25th Street

VI

R. C. No. ____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 46-20-21 by City Clerk submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FnP 21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 46 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan.

CITY CLERK

FAP

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

JUL 21 '20 AM 8:11

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Audrey Brubaker et al vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2020CV000253
Class Code: Wrongful Death

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
7/21/20 Date: Time: 8:05 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2020CV000253 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 3eefc2

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: July 17, 2020

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendants:

You are hereby notified that the above-named Plaintiff has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Courthouse - 1st Floor, 615 North 6th Street, Sheboygan, WI 53081, and to Axley Brynelson LLP,

2 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, Plaintiff's attorneys. You may have an attorney help or represent you. If you require the assistance of auxiliary aids or services because of a disability, call 920-459-3068 and ask for the court ADA Coordinator.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON, LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351
J. Michael Riley, State Bar No. 1013649
Attorneys for Plaintiff
2 East Mifflin Street (53703)
Post Office Box 1767
Madison, WI 53701-1767
Phone: (608) 257-5661
Fax: (608) 257-5444
E-mail: hstraka@axley.com;
mriley@axley.com

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

COMPLAINT

Plaintiff, Audrey Brubaker, by her attorneys, Axley Brynelson, LLP, by Heath P. Straka, state the following as her Complaint against the above Defendants:

1. Plaintiff, Audrey Brubaker, is and was at all relevant times, an adult resident of the State of Wisconsin, who resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081.

2. Plaintiff Estate of Roman Martin, by his next of kin and biological mother, Audrey Brubaker, is a proper party hereto and brings claims for Roman Martin's (deceased) funeral and burial expenses, fear of death and conscious pain and suffering as described herein.

3. Defendant City of Sheboygan is a municipality, governmental subdivision with a principal office address of 828 Center Avenue, Sheboygan, Wisconsin 53081. At all material times, the City of Sheboygan employed Christopher A. Dekker. At all material times, Mr. Dekker

was acting within the scope of his employment with the City of Sheboygan as it relates to the accident which is the subject of this Complaint.

4. ABC Insurance Company is the fictitious name for the insurance company that issued a policy of insurance to the City of Sheboygan; that said policy of insurance provided liability insurance coverage to the City of Sheboygan for the acts and omissions of its employees when acting within the scope of their employment. On information and belief, such policy of insurance was in full force and effect at all times material hereto.

5. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.

6. On information and belief, at all material times, the garbage truck was owned by the City of Sheboygan and operated by one of its employees, Christopher A. Dekker.

7. On information and belief, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma caused by the crash that is the subject of this Complaint.

8. On information and belief, Roman Martin was traveling northbound on the east sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan garbage truck also traveling northbound on 14th Street, turned right on Center Avenue striking Roman Martin while he was operating his bicycle. Roman Martin was struck by the garbage truck while in the east side crosswalk.

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. At all material times, on information and belief, Roman Martin was in plain sight and visible to motorists including the driver of the City of Sheboygan garbage truck.

12. Plaintiffs served a Notice of Claim and Claim on the City of Sheboygan pursuant to Ch. 893, Wis. Stats. which claim was denied by Defendant.

CAUSE OF ACTION AGAINST
DEFENDANT CITY OF SHEBOYGAN AND ABC INSURANCE

As and for a cause of action against Defendant City of Sheboygan and ABC Insurance, Plaintiffs re-allege and incorporate by reference herein paragraphs (1-12) inclusive and further state as follows:

13. Defendant City of Sheboygan, by and through the actions and inactions of its employee, Christopher A. Dekker, and pursuant to the doctrine of *respondeat superior*, was negligent by failing to keep a proper lookout and was otherwise negligent in the operation of the garbage truck described herein.

14. As a direct and proximate cause of City of Sheboygan's aforesaid negligence, Plaintiffs suffered the injuries and damages as described above.

15. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, the City of Sheboygan is directly liable to Plaintiffs in an amount to be determined at trial.

16. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, ABC Insurance is directly liable to Plaintiffs in an amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendants, in an amount to be determined at trial, together with the costs and disbursements incurred herein; as well as a

declaration of what rights, if any, that the above involuntary plaintiff and subrogated defendant have as relates to their subrogation interest.

PLAINTIFFS HEREBY DEMAND A TRIAL BY A JURY OF SIX PERSONS.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON LLP

Electronically signed by Heath P. Straka
Heath P. Straka, State Bar No. 1031351
J. Michael Riley, State Bar No. 1013649
Attorneys for Plaintiff
2 East Mifflin Street (53703)
Post Office Box 1767
Madison, WI 53701-1767
Phone: (608) 257-5661
Fax: (608) 257-5444
E-mail: hstraka@axley.com;
mriley@axley.com

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 75-20-21 by City Clerk submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.8

R. O. No. 75 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue.

F+P

CITY CLERK

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 17 '20 PM12:01

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: LINDA ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
3. Home phone number: 920 980-8408
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 8-7-20 APPROX 9:45
6. Where did damage or injury occur? (give full description) SIDEWALK ON THE NORTH SIDE OF CENTER AVE - APPROX 20' WEST OF N. 6TH ST
7. How did damage or injury occur? (give full description) I WAS WALKING ON THE SIDEWALK & TRIPPED ON A RAISED PART OF THE SIDEWALK. FACE PLANTED INTO SIDEWALK - BROKEN ARM, RIBS BROKEN & BRUISED ON FACE
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: SIDEWALK.
   (b) Claimant's statement of basis for such liability: PROPERTY OWNER SAID CITY KNEW OF DEFECT IN SIDEWALK & CITY HAD PLACED A SAFETY CONE THERE AT ONE TIME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMOVED.

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

BROKEN ARM - DAMAGED SHOULDER - BROKEN RIBS - BRUISES ON FACE
TAKEN BY AMBULANCE FROM SITE TO HOSPITAL E.R.

11. Name and address of any other person injured: NONE.

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

Auto:	$ NONE
Property:	$ NONE
Personal injury:	$ WE HAVE NOT RECEIVED BILLING FROM AMBULANCE, ER, DOCTOR P.T. ETC. ?
Other: (Specify below CANCELLED VACATION LOSS OF EMPLOYMENT	$?
TOTAL	$?

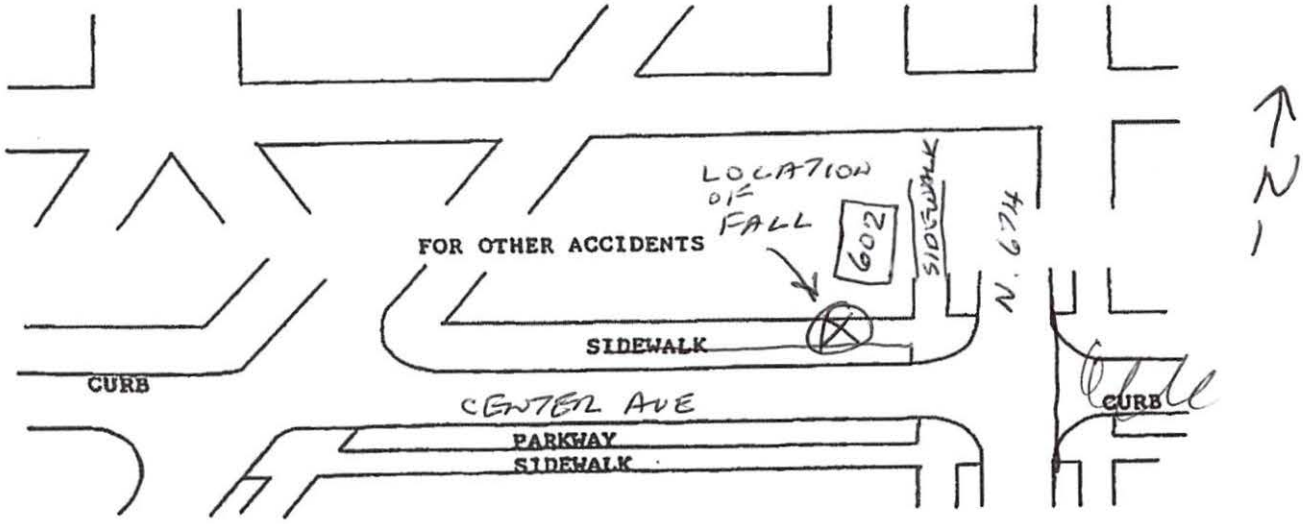
Damaged vehicle (if applicable) NONE

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 D Knutsen DATE 9/16/2020

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

Claimant's Name:	LINDA ARENTSEN	Auto	$ -0-
Claimant's Address:	2709 PRAIRIE WINDS CT	Property	$ -0-
	SHEBOYGAN, WI 53081	Personal Injury	$ TBD
Claimant's Phone No.	920-980-8408	Other (Specify below)	$ TBD
		TOTAL	$

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 $ TBD .

SIGNED L Arentsen DATE: 9/16/2020

ADDRESS: 2709 Prairie Winds Ct. Sheboygan 53081

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

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 76-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3355	Koubardulis, John	710 Pennsylvania Avenue

LHPS 21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.9

R. O. No. 76 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3345	Bartlett, Raymond A.	1321 New York Avenue
3352	Bramstedt, Jacob	1229 Whittier Ave., Howards Grove
1327	Castillo, Tera L.	1904 N. 6th Street
7782	Heyman, Benjamin F.	1410 Lincoln Avenue
3351	Kannich, Samantha J.	712 Broughton Drive #18
3355	Koubardulis, John	710 Pennsylvania Avenue
3353	Malwitz, Melissa L.	621 School Avenue, Oshkosh
3349	Perez, Pascual A.	1416 New York Avenue
3346	Shrestha, Hayley E.	1614A Georgia Avenue
3356	Smith, Tania	1022 Clara Avenue
3354	Todd, Stephanie	3513C Eisner Court

APPS
9-30 Hold #3355
10-15 Hold #3355.
10-28 Hold #3355

VI

R. C. No. ____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 79-20-21 by City Clerk submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 79 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a Summons and Complaint in the matter of the Estate of Daniel C. Wilson v. Richard A. Pocian and City of Sheboygan.

FAP

CITY CLERK

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON
by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

SEP 24 '20 AM11:02

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN
c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

SUMMONS

THE STATE OF WISCONSIN,

To each person named above as defendant:

YOU ARE HEREBY notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America) of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: Clerk of Circuit Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin 53081; and to plaintiff's attorney, whose address is HOPP NEUMANN HUMKE LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, Wisconsin 53081-3174.

You may have an attorney help or represent you.

FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
Branch

ESTATE OF DANIEL C. WILSON
by Personal Representative Cheryl Eggen
2420 Elm Avenue
Sheboygan, WI 53081,

Plaintiff,

v.

Case Classification Code: 30404
(Foreclosure)
Case No.

RICHARD A. POCIAN
c/o Oshkosh Correctional Institution
1730 West Snell Road
P.O. Box 3310
Oshkosh, WI 54903-3310,

and

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendants.

COMPLAINT

Plaintiff, the Estate of Daniel C. Wilson, by the Personal Representative, Cheryl Eggen, by its attorneys, HOPP NEUMANN HUMKE LLP, by Oliver M. Bauer, as and for a cause of action against the defendant, Richard A. Pocian, alleges and shows to the court as follows:

1. Plaintiff, the Estate of Daniel C. Wilson, is represented by its personal representative, Cheryl Eggen, who is an adult individual residing at 2420 Elm Avenue, Sheboygan, WI 53081.

2. Defendant, Richard A Pocian ("Pocian"), is an adult individual currently residing in the Oshkosh Correctional Institution located at 1730 W Snell Rd, Oshkosh, WI 54901.

3. Defendant, City of Sheboygan, is a municipal corporation organized and existing pursuant to the laws of the state of Wisconsin with is offices and principal place of business at 828 Center Avenue, Sheboygan, WI 53081.

4. Defendant, City of Sheboygan, is joined in these proceedings in that it has or may claim an interest in the property located at 1119 South 10th Street, Sheboygan, WI 53081, by virtue of docketed judgment liens against the defendant, Pocian. That said judgment liens are subordinate and inferior to the interest of the plaintiff.

3. That plaintiff recovers its statutory costs, disbursements, and reasonable attorney's fees of this action.

4. That plaintiff have such other and further relief as may be just and equitable.

Dated this 21st day of September, 2020.

HOPP NEUMANN HUMKE LLP
Attorneys for Plaintiff

By Electronically signed by Oliver M. Bauer
OLIVER M. BAUER
State Bar No. 1090927

Mailing Address:

HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

Telephone: 920-457-8400
Facsimile: 920-457-8411

R:\CLIENT\13529\00001\00160381.DOCX

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

[X] A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or chan the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

[ ] B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as t unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpa principal) is less than the amount that said indebtedness would have been had the monthly payments been made specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of th Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage peri and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of t ful, replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The polici shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provid to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vend otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vend deems the restoration or repair to be economically feasible.

[X] **Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, a insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable conditi and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecti the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing su repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vend will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrance except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

[X] A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser f examination, at the time of execution of this Contract.

[ ] B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at t time of execution of this Contract, are unsatisfactory to Purchaser: _____

[ ] C. No title evidence was provided prior to execution of this Contract.

Legibility Impaired

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Forms for

Dated 10/22/14

VENDOR:

* Daniel C. Wilson (SEAL)

* (SEAL)

PURCHASER:

* Richard A. Pocian (SEAL)

* (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Daniel Wilson

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sheboygan COUNTY)

Personally came before me on October 22, 2014, the above-named Daniel C. Wilson and Richard A. Pocian to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Judith A. Schuette
Judith A. Schuette
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 12-11-16)

JUDITH A. SCHUETTE NOTARY PUBLIC STATE OF WISCONSIN

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

LAND CONTRACT STATE BAR OF WISCONSIN FORM No. 11-2003

*Type name below signatures.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Forms for S

Knight | Barry
TITLE GROUP
Integrity. Experience. Innovation.

LETTER REPORT OF TITLE

File #: 1152565

Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

Completed on: 7/30/2020 3:35 pm
Last Revised on: 7/30/2020 3:36 pm
Printed on: 7/30/2020 3:38 pm
Title Contact: Donna Pikula
(dpikula@knightbarry.com)

	Assignment of Rents from Daniel C. Wilson to Cleveland State Bank recorded June 19, 2009 as Document No. 1880730.
Other matters.	A search of the tract index maintained by the Sheboygan County Register of Deeds office ("Register") for the 24 months prior to the Effective Date of this Commitment reveals no deeds conveying the Land recorded with the Register during the stated time period. The last document conveying the Land recorded with the Register was a Land Contract between Cheryl L. Eggen, as Personal Representative of the Estate of Daniel C. Wilson, deceased, as Vendor, and Richard A. Pocian, as Purchaser, executed October 22, 2014, and recorded November 17, 2016, as Document No. 2030643.

Please read the "Terms and Conditions – Letter Report of Title" set forth on the Knight Barry Title Group website at www.knightbarry.com/terms-and-conditions (the "Terms and Conditions"). By accepting this Letter Report of Title, you represent that you have read and understand the Terms and Conditions and that you agree to be bound by the Terms and Condition. We reserve the right to update the Terms and Conditions as necessary – it is your responsibility to review them periodically.

August 28, 2020

Mr. Richard Pocian, 513647
Oshkosh Correctional Institution
P.O. Box 3310
Oshkosh, WI 54903-3310

Re NOTICE OF DEFAULT – LAND CONTRACT
1119 South 10th Street, Sheboygan, WI 53081

Dear Mr. Pocian:

This letter is in response to your letter dated August 10, 2020. To clarify, I represent the Daniel Wilson Estate. Cheryl Eggen is the personal representative of this estate and, therefore, I was hired by Ms. Eggen for the purpose of foreclosing on this land contract.

As you know, the purchase price under the land contract was $50,000.00. The land contract further required you to pay all real estate taxes on the property. The estate is not in possession of evidence that shows any payments were made under the land contract. As such, to comply with the Notice of Default, you must pay the entire remaining balance of $50,000.00 (or the outstanding balance upon proof of payment) plus the outstanding real estate taxes in the amount of $1,494.42.

If you fail to pay the outstanding balance in full by September 14, 2020, my client will have no choice but to commence an action to foreclose the above-referenced land contract.

Very truly yours,

Oliver M. Bauer
e-mail

OMB/cb

cc Ms. Cheryl Eggen

RECIPIENT\1352\00001500\159366.DOCX



FILED
09-22-2020
Sheboygan County
Clerk of Circuit Court
2020CV000346
Honorable Daniel J Borowski
Branch 5

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Cheryl Eggen vs. Richard A. Pocian et al

Electronic Filing Notice

Case No. 2020CV000346
Class Code: Foreclosure of Mortgage

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

Case number 2020CV000346 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 64d867

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: September 22, 2020

UNOFFICIAL

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 98-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety Committee of the 2021-2022 Council:

CHANGE OF PREMISE - PERMANENT

No.	Name	Address
3381	Meijer Store #305	924 North Taylor Drive - Current premises description to include Meijer Pickup outside of store in designated section of parking lot as identified with Meijer pickup signs.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 98 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3403	Andre, Crystal	1620 S. 11th Street
3400	Bass, Desiree	922 Broadway Avenue
3405	Bower, Kevin R.	1932 North Avenue
3394	Cain, Stephanie R.	4419 Primrose Court Apt. S207
3406	Ernisse, Amber R.	926 Saint Clair Avenue
3397	Johnson, Agnes	3622 Superior Avenue J10
3392	Martinez, Monique	1106 S. 16th Street
3409	Murre, Dawn M.	3703 Larkspur Way
3402	Osbahr, Elizabeth L.	1211 S. 13th Street
2479	Thompson, Malikah Y.	1018 N. 11th Street
3407	Trudelle, Michelle L.	114 E.Elizabeth St. Apt.1b, Plymouth
3399	Wallner, Mary	325 Poplar Street, Sheb. Falls
3401	Wolff, Faith	1912A Superior Avenue

CHANGE OF AGENT

Frank Gonzales is replacing Kent. Billingsley effectively immediately for Applebee's Neighborhood Grill - 526 S. Taylor Drive, Sheboygan, WI. License No. 3423.

CHANGE OF PREMISE - PERMANENT

No.	Name	Address
3381	Meijer Store #305	924 North Taylor Drive - Current premises description to include Meijer Pickup outside of store in designated section of parking lot as identified with Meijer pickup signs.

LHPS 11-11-20
#3406 hold for denial
#3394 hold for further review
#3381 hold for info. and changes
11-25-20 continue to hold
12-2-20 #3406 deny
#3394 grant
#3381 hold

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 109 - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

CITY CLERK

F+P
12.14.20
Paid

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Real Estate Business Trust vs. City of Sheboygan

Electronic Filing Notice

Case No. 2020CV000426
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date 12/4/20 Time 4:17 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2020CV000426 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 62e1ac

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 1, 2020

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than $6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2020 value of the Property was set by the City Assessor's office at $17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2020 was no higher than $6,250,000.

14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from $17,423,900 to $6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than $6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)* *	
Wal-Mart Stores Inc.		Christopher L. Strohbehn / Russell J. Karnes	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(414) 271 - 1440	
Requestor's email address		Agent's email address	
Brandon.Caplena@walmart.com		cstrohbehn@grgblaw.com / rkarnes@grgblaw.com	

Property address	
3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number	
59281-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 6,250,000	
Basis for request	
To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
06 - 02 - 2020	06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature — 10/14/2020 *Date*

☒ Taxpayer advised — 10-16-2020 *Date*

PLAINTIFF'S EXHIBIT A

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 123 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020.

CITY CLERK

F+P

Claim #21-20

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

TO: SHEBOYGAN COUNTY
c/o Jon Dolson, County Clerk
508 New York Avenue
Sheboygan, WI 53081

AGING AND DISABILITY RESOURCE CENTER OF SHEBOYGAN COUNTY
c/o Michelle Acevedo, ADRC Manager
650 Forest Avenue
Sheboygan Falls, WI 53085

CITY OF SHEBOYGAN
c/o Meredith DeBruin, City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server
Date: 1/12/21 Time: 2:00 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

MARK A. FEUSTEL
1416 Illinois Avenue, Apt. A
Sheboygan, WI 53085

PLEASE TAKE NOTICE that Austin Stiebs who resides at 2245 N. 29th Street, Sheboygan, Wisconsin 53081, by his attorneys, HABUSH HABUSH & ROTTIER S.C.℠, pursuant to Wis. Stat. § 893.80(1d)(a), does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained Austin Stiebs on December 18, 2020, as a result of a passenger van/passenger bus/automobile driven by Mark A. Feustel at the intersection of North 25th Street and Geele Avenue, in the city of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the County of Sheboygan and Aging and Disability Resource Center of Sheboygan County and the City of Sheboygan through their employee, agent and representative, including Mark A. Feustel.

Dated at Sheboygan, Wisconsin, this 11th day of January, 2021

Witness:

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimant

By: _____
Christine D. Esser

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 S. 8th Street
Sheboygan, WI 53081
(920) 459-8000

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of her knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 11th day of January, 2021.

Notary Public, State of Wisconsin
My Commission expires: 5.15.24

Alison Shafer Notary Public State of Wisconsin

VI

R. C. No. ____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 124-20-21 by City Clerk submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 124 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting a Summons and Complaint in the matter of UnitedOne Credit Union vs. Kathleen Repphun-Burss et al.

CITY CLERK

F+P

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1
JAN 14 '21 PM 3:18

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

UnitedOne Credit Union vs. Kathleen Repphun-Burss et al **Electronic Filing Notice**

Case No. 2021CV000010
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Served On
Name: City of Sheboygan
Address: 828 Center Avenue
City: Sheboygan, WI
Date: 1/14/21
Time: 3:15pm
Served By: Holly Curry
By: Melissa Clevenger

Case number 2021CV000010 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: fae0e3

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: January 12, 2021

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street, #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff, UnitedOne Credit Union, has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Within twenty (20) days of receiving this Summons, the Defendants must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 N. 5th Street, Sheboygan, Wisconsin 53081 and to the Law Firm of Conway, Olejniczak & Jerry, S.C., Plaintiff's attorneys, whose address is 231 South Adams Street, P.O. Box 23200, Green Bay, Wisconsin, 54305-3200. You may have an attorney help or represent you.

If you do not provide a proper answer within the time period stated above, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 12th day of January, 2021.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for Plaintiff

Electronically signed by Michele M. McKinnon
By:_____
Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P.O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645199

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

FILED
01-12-2021
Sheboygan County
Clerk of Circuit Court
2021CV000010
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

UNITEDONE CREDIT UNION
1117 South 10th Street
Manitowoc, WI 54220

Plaintiff,

Case No. 21-CV-_____
Classification Codes: 30404

vs.

KATHLEEN REPPHUN-BURSS
a/k/a KATHLEEN S. BURSS
1541 Division Ave.
Sheboygan, WI 53083

GARY BURSS
1541 Division Ave.
Sheboygan, WI 53083

WENDY MICHELS
3105 N. 13th Street #23
Sheboygan, WI 53083-3964

LAKESHORE CAP, INC. OF WISCONSIN
702 State Street
Manitowoc, WI 54221

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff, UnitedOne Credit Union, by its attorneys, named below, alleges and shows the Court the following:

THE PARTIES

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

1. Plaintiff **UNITEDONE CREDIT UNION** ("UnitedOne") is a lending institution organized, among other things, to lend money on notes, secured or unsecured, and other purposes as provided by law, with offices located at 1117 South 10th Street, Manitowoc, WI 54220.

2. Defendant **KATHLEEN REPPHUN-BURSS a/k/a KATHLEEN S. BURSS** ("Kathleen", and referred collectively with Gary Burss as the "Bursses") is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

3. Defendant **GARY BURSS** (referred collectively with Kathleen Repphun-Burss as the "Bursses") is, upon information and belief, an adult resident of the State of Wisconsin residing at 1541 Division Avenue, Sheboygan, Wisconsin 53083.

4. Defendant **WENDY MICHELS** ("Michels") is, upon information and belief, an adult resident of the State of Wisconsin, residing at 3105 N. 13th Street #23, Sheboygan, Wisconsin 53083.

5. Defendant **LAKESHORE CAP, INC. OF WISCONSIN** ("Lakeshore") is, upon information and belief, a lending institution with the last known business address of 702 State Street, Manitowoc, Wisconsin 54221. Upon information and belief, Lakeshore's registered agent is Colleen Homb, 702 State Street, Sheboygan, Wisconsin, 54221.

6. Defendant **CITY OF SHEBOYGAN** ("City of Sheboygan") is, upon information and belief, a body politic with its principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081. Upon information and belief, the clerk for the City of Sheboygan is Meredith DeBruin at the location of 828 Center Avenue, Sheboygan, Wisconsin 53081.

GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

7. On or about October 31, 2005, Kathleen executed and delivered to UnitedOne a Real Estate Mortgage Note (Non-Consumer) (the "Note") in the amount of Fourteen Thousand One Hundred Sixty-nine and 38/100 ($14,169.38). A copy of the Note is attached hereto as **Exhibit A.**

8. The Note required monthly payments by Kathleen to UnitedOne.

9. Payment of the Note is secured by a real estate mortgage executed by the Bursses and Michels in favor of UnitedOne dated October 31, 2005 for the following parcel of real estate ("the Mortgage"):

> THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS, SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
>
> Tax Parcel No. 59281627190

(the "Real Estate"). The Real Estate is more commonly known as 1541 Division Avenue, Sheboygan, Wisconsin 53083. A true and correct copy of the Mortgage is attached hereto as **Exhibit B.**

10. The Mortgage was duly recorded in the Office of the Register of Deeds in Sheboygan County, Wisconsin on November 30, 2005 as Document No. 1783652.

11. To further secure payment on the Note, Michels executed a Guaranty Agreement on October 31, 2005 in which she guaranteed full payment of the Note to UnitedOne in the event of default by Kathleen (the "Guaranty").

12. Defendant Lakeshore may claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on April 20, 2006 as

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

Document No. 1796275. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

13. Defendant City of Sheboygan may claim an interest in the Real Estate by virtue of a judgment lien in the amount of Six Hundred Ninety-one Dollars ($691.00) docketed December 11, 2020 in Sheboygan County Case No. 2020TJ86. This Judgment is junior and subordinate to the Mortgage held by UnitedOne.

14. Defendant City of Sheboygan may further claim an interest in the Real Estate by virtue of a mortgage recorded with the Sheboygan County Register of Deeds on November 27, 2007 as Document No. 1840535. This mortgage is junior and subordinate to the Mortgage held by UnitedOne.

15. Michels may claim an interest in the Real Estate by virtue of a Quit Claim Deed dated May 31, 2006 and recorded with the Sheboygan County Register of Deeds on June 2, 2006 as Document 1799943 which purports to give Michels a residual interest in the Real Estate following Kathleen's death.

16. Kathleen has failed to comply with the terms and conditions of the Note by failing to make the payments when due to UnitedOne.

17. The Bursses and Michels have failed to pay real estate taxes due on the Real Estate as is required by the Mortgage.

18. On November 10, 2020, UnitedOne sent each of the Bursses and Michels a Notice of Right to Cure Default. Copies of the notice are attached as **Exhibit C**. Neither the Bursses nor Michels have responded to UnitedOne.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

19. As of December 28, 2020, there is justly and owing to UnitedOne upon the Note the following amount:

Current Balance:	$ 8,456.39
Late Charges through 12/28/2020	$ 23.80
Interest through 12/28/2020:	$ 310.82
Total Payoff through 12/28/2020:	$ 8,791.01

20. In accordance with the provisions of the Note and Mortgage, UnitedOne is also entitled to collect its expenses in pursuing this action against the Bursses and Michels as provided in Wis. Stat. §428.103.

CLAIM FOR RELIEF I
FORECLOSURE OF REAL ESTATE

21. UnitedOne realleges paragraphs 1 – 20 as if fully set forth herein.

22. The Real Estate, upon information and belief, is the homestead of the Bursses.

23. The Real Estate consists of less than 20 acres and cannot be sold in parts or parcels without injury to the parties.

24. No other proceedings have been had at law or otherwise for the recovery of the sums due under the Note, and secured by the Mortgage.

25. UnitedOne is still the lawful owner and holder of the Note and the Mortgage, which have not been sold or assigned.

26. Pursuant to §846.103(1), Wis. Stats., UnitedOne expressly elects to accept provision for sale of the Real Estate upon the expiration of six (6) months from the date of entry of judgment for the Real Estate. UnitedOne expressly waves judgment for deficiency which may remain due after the sale of the Real Estate.

WHEREFORE, UnitedOne prays for judgment as follows:

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

A. For a finding that Kathleen are indebted to UnitedOne for the outstanding amount of the Note, plus accrued interest and costs of this action;

B. For judgment of foreclosure and for the sale of the Real Estate as provided by law; and that

(i) the amounts due to UnitedOne for principal, interest, late fees, other fees, taxes, costs, disbursements and attorneys' fees be adjudged and determined;

(ii) The Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to the Real Estate, except the right to redeem the same before sale as provided by law;

(iii) the amounts due upon the Note and Mortgage, with interest due to the time of such payment, together with costs and disbursements of this action and actual attorneys' fees, and such additional amounts as UnitedOne may advance for payment of taxes and insurance upon the Real Estate, with interest on the same as allowed by law from the date of judgment be paid out of the proceeds of such sale so far as the monies arising out of such sales and proceeds applicable will pay the same;

(iv) the Bursses and Michels, and all persons claiming under them, be enjoined from committing waste upon the Real Estate or doing any other act that may impair the value of the same between the date of said judgment and the date sale of the Real Estate is confirmed by this Court; in the event there is a sale of the Real Estate as aforesaid, the Real Estate shall be sold subject to taxes and assessments, general or special, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action;

(vi) the Bursses and Michels, and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in or to the Real Estate so sold, and for such other and further order, judgment or relief as is provided by law in such cases, and as may be just and equitable, and

C. For such other and further relief as the Court deems just and equitable.

Dated this 12th day of January, 2021.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.
Attorneys for UnitedOne

By: *s/ Michele M. McKinnon*
Michele M. McKinnon
State Bar No. 1041053

POST OFFICE ADDRESS:
231 South Adams Street
P. O. Box 23200
Green Bay, WI 54305-3200
(920) 437-0476
3645222

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

NOTICE OF DEBT VALIDATION

Law Firm of Conway, Olejniczak & Jerry, S.C. has been retained by UnitedOne Credit Union with respect to the case to which this Notice is attached. We filed this case seeking to obtain a judgment against you for money owed to the Plaintiff.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt under the contract, or any part of it. If you do not dispute it within that period, we will assume that the debt is valid. If you do dispute it – by notifying us, in writing, to that effect – we will, as required by the law, obtain and mail to you proof of the debt and if, within the same time period, you request in writing the name and address of the original creditor, if the original creditor is different from the current creditor, UnitedOne Credit Union, we will furnish you with that information as well.

The contents of this Notice pertain to your dealings with UnitedOne Credit Union as a debt collector. It does not affect your dealings with the Court and, in particular, it does not change the time in which you must respond to the Summons and Complaint. This Notice does not alter your rights and obligations as to the court or the Summons and Complaint. The Summons (which is a command provided for by statute) and Complaint are pleadings filed with the Court, and not merely correspondence from us. You must follow any instructions in the Summons and Complaint, even if you dispute the validity or amount of the debt. This Notice does not affect our relations with the Court. As lawyers, we may file papers in this case with the Court according to the Court's rules and the Judge's instructions.

This Notice is being given to you to comply with any provisions of the Fair Debt Collection Practices Act to the extent that it applies.

In the event you have any questions, you should contact your attorney.

This communication is from a debt collector, and is an attempt to collect a debt. Any information provided to the undersigned by you in response to this communication or other communications we have with you will be used for the purposes of collecting this debt.

REAL ESTATE MORTGAGE NOTE (NON-CONSUMER)

(May be used for any of the following real estate loans: business purpose loans, loans to organizations, agricultural loans or subordinate loans with amounts financed over $25,000, first mortgage loans or equivalent first mortgage loans.)

Acct. No. 23 M1

MANITOWOC ,

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) jointly and severally promise(s) to pay to the order of UNITEDONE CREDIT UNION Credit Union of MANITOWOC , Wisconsin ("Credit Union") the principal sum of FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100 Dollars ($ 14,169.38), together with interest on the unpaid balance before maturity at the rate of 6.450 % per annum. Subject to any variable rate loan provision stated below. The total of payments due hereunder shall be payable at the office of the Credit Union, or at such other place as the Credit Union may designate in writing. In the following manner:

(Check Applicable Box):

(A) ☐ in installments of $, beginning on and on the day of each month thereafter, plus a final payment of $ due on ;

(B) ☒ in 299 installments of $ 95.23 , beginning on DECEMBER 1, 2005 and on the 1ST day of each month thereafter, plus a final payment of $ 95.68 due on NOVEMBER 1, 2030 . However, the entire indebtedness outstanding, including any additional advances shall be payable on demand of the Credit Union after OCTOBER 31, 2012 . Until the Credit Union makes such demand, monthly payments of principal and interest shall continue as provided herein.

(C) ☐ (Other - Specify)

This repayment schedule is subject to revision based upon operation of the variable rate provision of the Note, additional advances under the Note, failure to make payments when due or operation of any other provision of the Note. Payments may be applied to installments, interest due, or delinquency charges in any order the Credit Union chooses.

If any installment of principal and interest is not paid within 15 days after its due date, the Credit Union may assess a delinquency charge of 5.000 percent of the unpaid amount of the installment. For purposes of calculating the late charge, payments will be credited first to current installments and then to delinquent installments. Interest on the balance due after acceleration or maturity of the loan shall be at a rate equal to the contract rate of interest then in effect.

This Note contains the following variable rate loan provision:

This Mortgage Note is secured by a real estate Mortgage to the Credit Union dated 10/31/05 on property located at 1541 DIVISION AVE, SHEBOYGAN, WI 53083

and all of the terms and conditions of said Mortgage are hereby incorporated herein and made a part of this Note.

If checked here ☐ , in addition to the installments aforementioned, Borrower agrees to pay monthly to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, and property insurance premiums upon the premises mortgaged as collateral security for this Note. Upon demand, Borrower shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Borrower pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on the outstanding balance of such sums as required by law.

IN THE EVENT OF DEFAULT, BORROWER HEREBY PLEDGES ANY SHARES OR DEPOSITS, SHARE CERTIFICATES OF DEPOSIT NOW OR HEREAFTER HELD BY PROMISOR IN THIS CREDIT UNION AS ADDITIONAL SECURITY FOR THE PAYMENT OF THIS OBLIGATION. This Pledge shall not apply to any Individual Retirement Arrangements (IRA) or to any account for which the existence of the pledge would have an adverse impact on the tax-exempt status of the account.

If checked here ☐ , in the event a prepayment is made within 5 years of the date of this loan, Credit Union shall receive an amount equal to 60 days' interest at the contract interest rate on the amount by which the aggregate pricipal prepayments for any 12-month period exceeds 20% of the original amount of the loan. However, if this Note is subject to 138.056(3), Borrower may prepay this Note in whole or in part without penalty as permitted by 138.056(3). If a prepayment is made 5 or more years from the date of the Note, no premium or penalty will be charged by Credit Union.

Upon prepayment of the Note in full, the Credit Union will calculate and refund unearned interest paid, if any, pursuant to Wis. Stats., § 138.052. Solely for purposes of calculating such refund, an installment paid within days before or after its scheduled due date shall be treated as paid when due.

In the event of default, the undersigned shall pay all reasonable costs incurred by Credit Union in collection of the amount due hereunder, including attorney's fees, to the extent such fees are not limited by Wis. Stats., § 428.103. The Borrower(s), whether Maker, Surety, Guarantor or Endorser, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note, or any part thereof, without notice, and each hereby waives demand, presentment or payment, notice of acceleration, notice of nonpayment and protest.

The Credit Union has made no representations or warranties regarding any of the following: (1) the collection or enforcement of the obligation herein; (2) the collectibility or enforceability of any collateral securing the obligation; or (3) the financial condition of any Borrower. Each Borrower must independently determine the collectibility of the Obligation and the creditworthiness of any Borrower.

The obligations of each of the Borrowers is joint and several; any use of the singular herein may also refuer to the plural and vice versa; all references in this Note are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE ATTACHED ADDITIONAL PROVISIONS.
ALL BORROWERS ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE.

Sign and sealed this 31ST day of OCTOBER, 2005
In Presence of:

Andrea Rehrak

Borrower Kathleen S Burss (Seal)
KATHLEEN S BURSS

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

CREDIT UNION USE:
☐ Wis. Stat. § 138.052 ☐ Wis. Stat. Ch. 428 ☐ Wis. Stat. § 138.056 ☐ Truth in Lending Disclosure(82041) ☐ Real Estate Mortgage (82043) ☐ RESPA (ii B014) ☐ Right of Rescission(ii B036)

EXHIBIT A

ADDITIONAL PROVISIONS

Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions or agreements of this Note or the Mortgage which secures it, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Borrower toward the payment of said indebtedness, and thereafter proceed by suit at law for judgment on this Note or to foreclose said Mortgage given as security for payment hereof, or both; upon default by Borrower in any payment provided in said Mortgage or by this Note; upon the making of a contract or agreement by Borrower or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Borrower or Borrower's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Borrower's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Borrower, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Borrower to observe or perform any of the covenants and agreements contained herein or in the Mortgage which secures it. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its rights for any other or subsequent default or breach of covenant.

This Agreement between Borrower and Credit Union is expressly limited so that in no contingency or event whatsoever whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holder hereof for the use, forbearance or retention of the funds to be advanced hereunder exceed the highest rate permissible under the laws of the United States or of the State of Wisconsin, whichever shall be applicable. If, under any circumstances whatsoever, fulfillment of any provision of the Note or Mortgage securing this Note or any other agreement referred to herein shall, at the time fulfillment of such provision be due, involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance the holder thereof shall ever receive as interest an amount which would be excessive interest, such amount shall (a) be applied to the reduction of the unpaid principal balance due hereunder or (b) be refunded to Borrower, but shall never be credited or ascribed as the payment of interest. This provision shall control every other provision of all Agreements between Borrower and the holder hereof.

To the extent not prohibited by law, the Note is also secured by present and future security agreements between Credit Union and any Borrower or any other person providing security for Borrower's obligations. However, this Note is not secured by any principal dwelling unless described in this Note.

1783652

MORTGAGE (NON-CONSUMER)

(For use with any size first lien/mortgage real estate loan to an individual for personal, family, household or agricultural purposes. Also used for subordinate mortgage loans over $25,000 or a second mortgage real estate loan where the Credit Union also holds the first mortgage.)

SHEBOYGAN COUNTY, WI
RECORDED ON
11/30/2005 10:02AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #
STAFF ID 6
TRANS # 72102
OF PAGES: 2

Acct. No. 14323 M1

In consideration of the sum of FOURTEEN THOUSAND ONE HUNDRED SIXTY-NINE AND 38/100 Dollars ($ 14,169.38), the receipt of which is acknowledged,

KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

("Mortgagor", whether one or more) mortgages, conveys and warrants to UNITEDONE CREDIT UNION ("Credit Union"), of MANITOWOC, Wisconsin and its successors and assigns the following described real estate in SHEBOYGAN County, Wisconsin, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property"), to wit:

RETURN TO
UNITEDONE CREDIT UNION
1117 SOUTH 10TH STREET
MANITOWOC WI 54220

Parcel ID Number 59281627190

THE EAST 7 FEET OF LOT NINETY-TWO (92) AND THE WEST 56 FEET OF LOT NINETY-ONE (91), ACCORDING TO THE RECORDED PLAT OF JOS. SCHUBERT SUBDIVISION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

This (is) (~~is not~~) a homestead property. ☐ If checked, description of property is continued on an attached sheet.

1. Covenant of Title. Mortgagor warrants that Mortgagor is seized of good title to the Property in fee simple, free and clear of all liens and encumbrances, except restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

2. Mortgage as Security. This Mortgage is given to secure prompt payment to Credit Union of the sum stated in the first paragraph of this mortgage, plus interest and charges according to the terms of a Promissory Note of Mortgagor to Credit Union of this date (or), and any extensions, renewals or modifications thereof, and also to secure the payment of any additional and subsequent advances or payments made by Credit Union if evidenced by documentation which states they shall be secured by this Mortgage, (all called the "Note") and the performance of all covenants, conditions and agreements contained in this Mortgage, and costs and expenses of collection or enforcement to the extent not prohibited by law. If Mortgagor pays the Note, or causes it to be paid, according to its terms, and pays all additional and subsequent advances made by Credit Union according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Mortgage and the Note, then this Mortgage ceases and is void.

SEE PAGE TWO FOR ADDITIONAL PROVISIONS.

Signed and Sealed this ~~31ST~~ 28 day of OCTOBER, 2005

Kathleen S. Burss (Seal)
Mortgagor
* KATHLEEN S BURSS

Gary Burss (Seal)
Mortgagor
* GARY BURSS

Wendy Michels (Seal)
Mortgagor
* Wendy Michels

DEBRA B. JENKINS NOTARY PUBLIC TENNESSEE MONTGOMERY SUMNER COUNTY

STATE OF WISCONSIN }
MANITOWOC County } ss
TN Sumner County

This instrument was acknowledged before me on OCTOBER 31, 2005 by KATHLEEN S BURSS AND GARY BURSS, HUSBAND AND WIFE AND WENDY MICHELS, A SINGLE PERSON

Wendy Michels signed before me Debbie Jenkins, Notary Public this 28 OCT 2005

Julie Wilke
* JULIE WILKE
Notary Public MANITOWOC County, Wis.
My Commission Expires: 06/25/2006

* Type or Print Name Signed Above

THIS INSTRUMENT WAS DRAFTED BY:
JULIE WILKE

Use in conjunction with Mortgage Note 82042 and Federal Truth in Lending Disclosure 82041

EXHIBIT B

2

ADDITIONAL PROVISIONS

3. **Taxes.** To the extent not paid to Credit Union under § 5(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Credit Union upon this Mortgage or the Note, or upon Credit Union's interest in the Property, and deliver to Credit Union receipts showing timely payment.
4. **Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards (e.g. flooding) as Credit Union may require, now or later, through insurers approved by Credit Union, in amounts not less than the unpaid balance of the Note without coinsurance, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Credit Union and, unless Credit Union otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Credit Union. Mortgagor shall promptly give notice of any loss to insurance companies and Credit Union. All proceeds from such insurance shall be applied at Credit Union's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Property, including improvements.
5. **Mortgagor's Covenants.** Mortgagor covenants:
   (a) **To pay monthly** to Credit Union one-twelfth (1/12th) of the estimated annual taxes, assessments, property insurance premiums and mortgage guaranty insurance premiums upon the Property. Upon demand, Mortgagor shall pay Credit Union such additional sums as are necessary to pay those charges in full when due. Credit Union shall apply said amounts against the taxes, assessments, and insurance premiums when due. Amounts paid by Mortgagor pursuant to this paragraph may be commingled with Credit Union's general funds, and interest shall be paid on those payments to the extent required by law;
   (b) **Condition and Repair.** To keep the Property in good condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
   (c) **Liens.** To keep the Property free from all liens and Mortgages other than this Mortgage and those liens and mortgages to which Credit Union has consented in writing;
   (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
   (e) **Conveyance.** Not to, without prior written consent of Credit Union, convey, sell, mortgage, assign, lease, or in any other manner transfer any interest (legal or equitable) in all or any part of the Property or permit same to occur, except as provided in 12 C.F.R. Sec. 591.5; and Credit Union may, without notice to Mortgagor, deal with any transferee in the same manner as with Mortgagor without discharging Mortgagor's liability under the Note or this Mortgage;
   (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Credit Union's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
   (g) **Condemnation.** To pay to Credit Union all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Credit Union determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
   (h) **Subrogation.** The Credit Union is subrogated to the lien of any mortgage or lien discharged, in whole or in part, by the Note proceeds;
   (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property; Credit Union and its authorized representatives may enter the Property at reasonable times to inspect it and, at Credit Union's option, repair or restore it.
6. **Authority of Credit Union to Perform for Mortgagor.** If Mortgagor fails to perform any duty imposed upon Mortgagor by this Mortgage or the Note, Credit Union may perform, or cause to be performed any of such duties, including but not limited to signing Mortgagor's name or paying any amount so required, and all amounts so paid by Credit Union for performance of such duties shall be secured by this Mortgage, shall be payable by Mortgagor upon demand, and shall bear interest from the date of payment by Mortgagor at the rate stated in the Note but shall not exceed the maximum rate permitted by law.
7. **Change of Ownership.** In the event the ownership of said mortgaged property or any part thereof becomes vested in a person other than Mortgagor, the Credit Union may, without notice to Mortgagor, deal with successor or successors in interest with reference to the mortgage and the debt secured thereby in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured by said mortgage without discharging or in any way affecting the liability of Mortgagor under said mortgage or upon the debt secured thereby.
8. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property; Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
9. **Remedies of Default.** Upon the happening of any one or more of the following events or conditions, or in case of default in any of the terms, conditions, or agreements of this Mortgage or the Note which it secures, the Credit Union may at its option and without notice declare the entire principal indebtedness evidenced by this Note due and payable, together with the interest thereon, costs and other expenses, and apply any indebtedness of the Credit Union to Mortgagor toward the payment of said indebtedness, and thereafter proceed by suit at law to foreclose said Mortgage given as security for payment hereof, or both; upon default by Mortgagor in any payment provided in said Mortgage or by the Note said Mortgage secures; upon the making of a contract or agreement by Mortgagor or permitting anything to be done whereby anyone may acquire the right to place a lien, mortgage or other encumbrance against the mortgaged premises, or in case of the actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without obtaining the prior written consent of the Credit Union, or in the case Mortgagor or Mortgagor's spouse dies, changes marital status, changes marital domicile or becomes insolvent or a subject of a bankruptcy or other insolvency proceeding if that occurrence materially impairs the Mortgagor's ability to pay the amounts due under the Note, or in case of any act done or permitted to be done by Mortgagor, whereby the security hereby affected or intended to be affected shall be weakened, diminished or impaired, upon an adjudication in bankruptcy or a voluntary assignment for the benefit of creditors; or upon the failure of the Mortgagor to observe or perform any of the covenants and agreements contained herein or in the Note secured hereby. It is understood and agreed that the failure on the part of the Credit Union to exercise any of its rights hereunder for a default or breach of covenant shall not be construed to prejudice its right for any other or subsequent default or breach of covenant.
10. **Power of Sale.** In the event of foreclosure, Credit Union may sell the Property at public sale and execute and deliver to the purchaser(s) deeds of conveyance pursuant to statute.
11. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Credit Union under it, without regard to the adequacy or inadequacy of the Property as security for the Note, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.
12. **Foreclosure without Deficiency Judgment.** If the Mortgaged Property is a one to four family residence that is owner-occupied at the time of foreclosure, a farm, church or owned by a tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.101 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property of 20 acres or less six months after foreclosure judgment is entered. If the Mortgaged Property is other than owner-occupied one to four family residence, a farm, church or owned by tax exempt charitable organization, Mortgagor agrees to permit Credit Union the option to proceed pursuant to § 846.103 Wis. Stat., waive the right to a deficiency judgment and hold a sale of the Property three months after a foreclosure judgment is entered.
13. **Expenses.** Mortgagor shall pay all reasonable costs and expenses, including attorney's fees (to the extent not prohibited by 428.103(e) Wis. Stat.) and expenses of obtaining title evidence, incurred by Credit Union in foreclosing this Mortgage.
14. **Waiver.** Credit Union may waive any default without waiving any other prior or subsequent default on the mortgage.
15. **Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity of enforceability of any other provision.
16. **Successors and Assigns.** The Obligations of all Mortgagors are joint and several. This Mortgage benefits Credit Union, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns; any use of the singular herein may also refer to the plural and vice versa.
17. **Statutory References.** All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time.

UnitedOne CREDIT UNION

November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss 91 7199 9991 7037 9792 3575
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

Wendy Michels
114 East Dr
Hendersonville TN 37075

RE: Real Estate Mortgage Note (Non Consumer) dated October 31, 2005 ("Note")
Current Amount Outstanding on Note: $8,456.39
Mortgage dated October 31, 2005 ("Mortgage")
Account and Loan ***23-L0000
Mortgage Property Address: 1541 Division Ave. Sheboygan, WI 53081 ("Property")

Dear Mr. and Ms. Burss and Ms. Michels,

As of the date of this letter, you are in default under the Obligations as follows ("Default"):

Regular Monthly Payment -	August, 2020 $84.20
	September, 2020 $95.23
	October, 2020 $95.23
	November, 2020 $95.23
Past Due Real Estate Taxes-	2017 $622.44
	2018 $1,616.07
	2019 $1,393.30
Total Due to Cure Default -	$4,001.70

This letter is to notify you that in order to cure the Default, you must pay $369.89 to UnitedOne and $3,631.81 to Sheboygan County Treasurer on or before December 12, 2020. Failure to cure the Default on or before December 12, 2020 may result in acceleration of payment for all sums due under the Note, a foreclosure action(s) to pursue the sale of the Property, and/or any other remedy available at law or equity to UnitedOne. UnitedOne may also seek a judgment against each of you, on a joint and several basis, for any deficiency that exists after the sale of the Property.

UnitedOne Credit Union has the right to freeze any account associated with this loan.

If the Note is accelerated, you have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of a borrower to acceleration and sale.

UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Sincerely,

Shannon Schad
Asset Protection Coordinator

EXHIBIT C

UnitedOne CREDIT UNION

mber 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

91 7199 9991 7037 9792 3582

Wendy Michels
114 East Dr
Hendersonville TN 37075

RE: Real Estate Mortgage Note (Non Consumer) dated October 31, 2005 ("Note")
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UnitedOne would like to work with you to avoid acceleration of the Note, foreclosure of the Property, and/or obtaining deficiency judgments against each of you. UnitedOne wants to see you bring your account back into good standing. Please make the required payments as indicated above or contact me to discuss other possible alternatives to resolve this situation.

Since

Shannon Schad
Asset Protection Coordinator

UnitedOne
CREDIT UNION

November 10, 2020

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Kathy S Repphun-Burss
Gary Burss
1541 Division Ave
Sheboygan, WI 53083

Wendy Michels
114 East Dr
Hendersonville TN 37075

91 7199 9991 7037 9792 3599

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Sincerely,

Sh[illegible]
Asset Protection Coordinator

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 130-20-21 by City Clerk submitting a claim from Acuity Insurance for alleged damages to their insured (Steven L. and Susan M. Aubry) vehicle when it was backed into by a City owned vehicle; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 130 - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim from Acuity Insurance for alleged damages to their insured (Steven L. and Susan M. Aubry) vehicle when it was backed into by a City owned vehicle.

F&P

CITY CLERK

Claim#22-20
MKC
1-19-21

JAN 19 '21 PM12:35

January 8, 2021

SHEBOYGAN DEPT OF PUBLIC WORKS
CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Your Claim Number: N/A
Your Insured: SHEBOYGAN DEPT OF PUBLIC WORKS
Our Claim Number: RA2605
Our Insured: STEVEN L & SUSAN M AUBRY
Date of Loss: 11/06/2020
Type of Loss: AUTO
Location: HWY 28 & I-43, SHEBOYGAN, WI 53081
Salvage Pending: ☐ Y or ☒ N

Dear Claims Adjuster:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	$4,092.91
Deductible	$250.00
Salvage Deduction	$0.00
Total	$4,342.91

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Faith A. Senkbeil

FAITH SENKBEIL
Claims Department
fsenkbeil@acuity.com
Enclosure(s)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DATE RECEIVED 1/8/2021 RECEIVED BY _____

CLAIM NO. RA2605

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: Steven L. and Susan M. Aubry
2. Home address of Claimant: 4720 Columbus St. Two River, WI 54241
3. Home phone number 920.793.3995
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 11/06/2020 @ 10:37 am
6. Where did damage or injury occur? (give full description)

Hwy 28 & I-43 Sheboygan, WI 53081

7. How did damage or injury occur? (give full description)

Vehicle driven by Allen K. Fleidner backed into vehilce driven by Steven L. Aubry. Both vehicles were stopped at a trafic light, Mr. Fleisner dediced he wanted to change lanes and in doing so he backed up into the vehicle driven b y Mr. Aubry.

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: OFFICER K. HUIBREGTSE

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

Mr. Aubry is not liable for this accident. Mr. Fleidner is 100% Liable

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

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

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

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

No Injuries

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

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

Auto:	$	4092.91
Property:	$	0.00
Personal injury:	$	0.00
Other: (Specify below Deductible	$	250.00
TOTAL	$	4,342.91

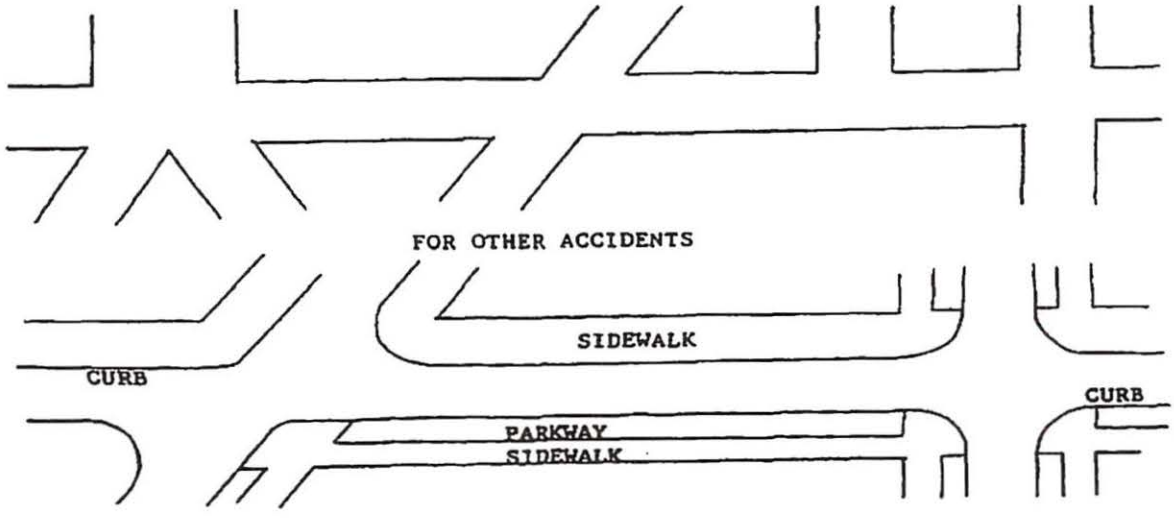
Damaged vehicle (if applicable)

Make: Chrysler Model: T&C Year: 2015 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 Faith Senkbeil DATE ~~1/8/2020~~ 1/12/20

Faith Senkbeil on behalf of Acuity

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. RA2605

CLAIM

Claimant's Name: Steven and Susan Aubry

Claimant's Address: 4720 Columbus St. Two River, WI 54241

Claimant's Phone No. 9207933995

Auto	$ 4,092.91
Property	$ 0.00
Personal Injury	$ 0.00
Other (Specify below)	$ Deductible $250.00
TOTAL	$ 4,342.91

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 $ 4,342.91

SIGNED Faith Senkbeil DATE: ~~1/8/2021~~ 1/12/2021

ADDRESS: 2800 S Taylor Drive
Sheboygan, WI 53081

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

LexisNexis®

For Customer Support refer to the appropriate platform below:

OrderPoint
800-934-9698
Orderpoint.support@lexisnexis.com

Accurint for Insurance
866-277-8407
Accurint.support@lexisnexis.com

Lexis.com
Law Firm accounts
800-543-6862

PAGE COUNT: 9

CLIENT : 6686
DIVISION :
ADJUSTER : FAS
CLAIM : RA2605

TRANSACTION # : 1188025962
DATE : 11/11/2020

DATE OF LOSS : 11/06/2020 TIME OF LOSS :
STREET : HWY 28 & I-43
CITY : SHEBOYGAN
COUNTY : SHEBOYGAN
STATE : WI

INVESTIGATING AGENCY : SHEBOYGAN PD
REPORT NUMBER : C20-18585
REPORT TYPE : Auto Accident
PARTY 1 : STEVEN L & SUSAN AUBRY
PARTY 2 : STEVEN AUBRY
PARTY 3 :

CAR : MAKE : CHRY TOWN & COUNTRY YEAR : 2015
TAG :

DRIVER LICENSE :
ADDITIONAL INFO :

NOTE :

THANK YOU FOR YOUR ORDER!

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

G7L0DCL4L7

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER K. HUIBREGTSE
Crash Date	**Crash Time**	**Date Arrived**	**Time Arrived**
11/06/2020	10:37 AM	11/06/2020	10:48 AM
Date Notified	**Time Notified**	**Total Units**	**Total Injured** / **Total Killed**
11/06/2020	10:40 AM	02	00 / 00

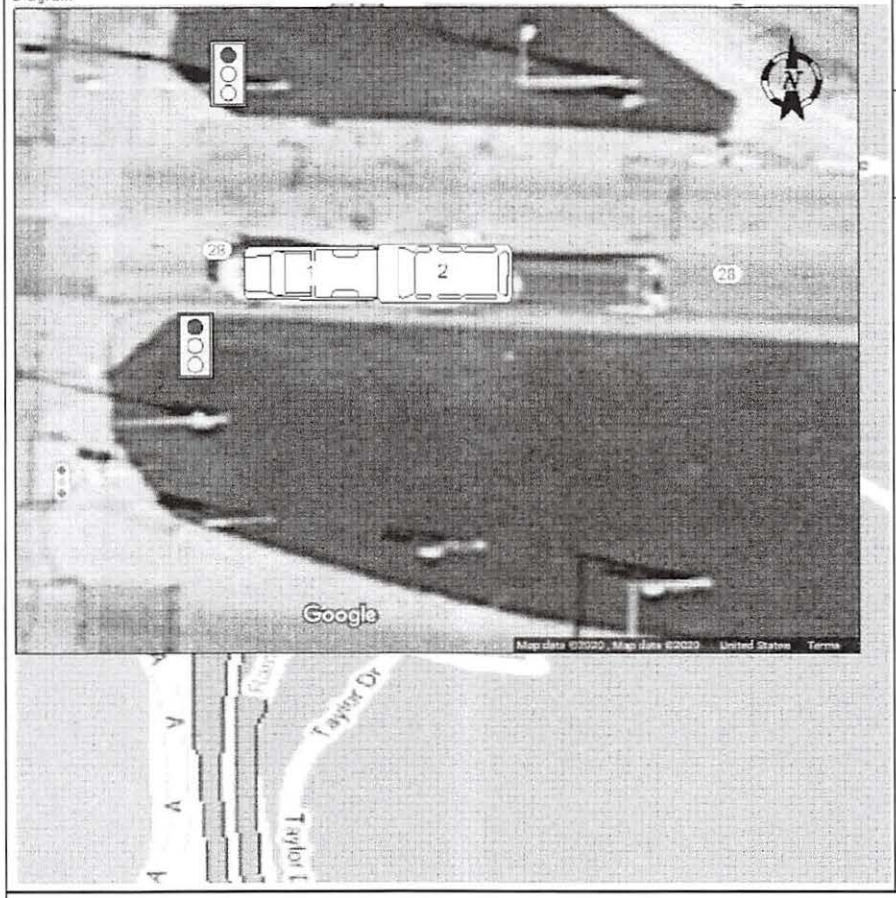
On Emergency	Hit and Run	Lane Closure	Work Zone	Trailer or Towed	Reporting Threshold
☐	☐	☐	☐	☐	☐

Government Property	Active School Zone	School Bus Related	Tags
☐	☐	NO	

Reportable	Crash Type	Amended	Secondary Crash
☑	DT4000 (STANDARD CRASH)	☐	☐

Description

Diagram



Reconstruction By

Photos By
K. HUIBREGTSE

Additional Information
PHOTOS, BODY CAMERA VIDEO

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

UNIT 1 WAS STOPPED AT THE RED LIGHT ON WASHINGTON AVE, AT THE RED LIGHT JUST BEFORE 143. UNIT 2 WAS STOPPED BEHIND UNIT 1. OPERATOR OF UNIT 1 SAID HE SAW THAT THE ROAD WAS CLOSED AHEAD OF HIM, AND CHECKED HIS MIRRORS, AND WAS GOING TO BACK UP AND SWITCH TO LEFT TURN LANE. UNIT 1 SAID HE DID NOT SEE A VEHICLE BEHIND HIM, ALL OTHER AREAS CLEAR AND BACKED UP. UNIT 1 STRUCK UNIT 2 WHICH WAS STOPPED AT THE LIGHT. THEY BOTH MOVED TO THE LOT LOT. MINOR DAMAGE TO UNIT 2'S FRONT BUMPER, AND PHOTOS WERE TAKEN. NO REAL NEW DAMAGE TO BACK STEP OF UNIT 1, IT HAD PREVIOUS DAMAGE PRIOR INCIDENT. SGT. WALSH RESPONDED, AND INFORMATION GATHERED AND SENT TO CITY ATTORNEY TO REVIEW. 265

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

ON STH28 WB 264 FT W OF TAYLOR DR IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.717719319	Longitude -87.758774966
	X Coordinate 438878.125	Y Coordinate 4840801
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL J URISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION	Intersection Type FOUR-WAY INTERSECTION	

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK
Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				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	☐ Pre CrashTire Mark	Speed Limit 35	Total Lanes 4
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way DIVIDED HWY W/TRAFFIC BARRIER		Traffic Control TRAFFIC SIGNAL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

UNIT 01 — VEHICLE 01

Vehicle

License Plate Number 71201	Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1HTMPAFM97H367264	Make INTERNATIONAL	Year 2007	Model UTILITY
Color WHI - WHITE	Body Style CB - CAB CHASSIS		Bus Use
Initial Contact Point 06 - REAR	Vehicle Damage 06 - REAR		
Extent Of Damage MINOR DAMAGE			

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — VEHICLE 01

Towed Due To Damage: **NOT TOWED**	Vehicle Removed By: **OPERATOR**
What Driver Was Doing: **BACKING**	Vehicle Factors: **NOT APPLICABLE**
Driver Prior Action Other:	
Driver Actions: **UNSAFE BACKING**	
Owner Name: **SHEBOYGAN CITY** (920) 459-3443	Owner Address: **1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US**

Sequence Of Events

01 Event: **MOTOR VEH IN TRANSPORT**	
02 Event:	
03 Event:	
04 Event:	

UNIT — Policy Holder

Insurance Company: **CITY OF SHEBOYGAN**	Government: **SHEBOYGAN CITY**

UNIT — INDIVIDUAL 01

Individual

Driver: **ALLEN KEITH FLEISNER** (920) 377-1202	Citations Issued: **0**	Sex: **MALE**
	Date of Birth: **08/24/1972**	Race: **WHITE**
Address: **1111 EVERGREEN DR PLYMOUTH, WI 53073 , US**	Driver License Number: **F4250117230403 STATE: WISCONSIN COUNTRY: UNITED STATES**	

Safety Equipment

On Duty Crash:		Safety Equipment: **SHOULDER & LAP BELT**
Row: **01 - FRONT ROW**	Seat Position: **07 - LEFT**	
Helmet Use:		Helmet Compliance:
Eye Protection:		Tint Compliance:

Injury — 001

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:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: **NOT APPLICABLE (NOT DISTRACTED)**	
Distracted By Action: **NOT DISTRACTED**	

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 01 — INDIVIDUAL 001

Non Motorist	Striking Unit #	Location

Prior Action:

Action:

Action Other | To/From School:

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type:

Individual Condition: APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type: PASSENGER VAN | Operating As Endorsements:

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
3		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	WESTBOUND	☐	35	4

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
DIVIDED HWY W/TRAFFIC BARRIER	TRAFFIC SIGNAL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat: NO

Vehicle

UNIT 02 — VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
311CBW	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
2C4RC1BG0FR646796	CHRYSLER	2015	TOWN & COU

Color	Body Style	Bus Use
GLD - GOLD	VN - VAN	

Initial Contact Point	Vehicle Damage
12 - FRONT	12 - FRONT

Extent Of Damage: MINOR DAMAGE

Towed Due To Damage: NOT TOWED | Vehicle Removed By: OPERATOR

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C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — VEHICLE 02

What Driver Was Doing	Vehicle Factors
STOP IN TRAFFIC	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
STEVEN L AUBRY (920) 793-3995	4720 COLUMBUS ST TWO RIVERS, WI 54241 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — Policy Holder

Insurance Company	Individual
ACUITY,-A-MUTUAL-INSURANCE-CO	STEVEN AUBRY

UNIT 02 — INDIVIDUAL 002

Driver	Citations Issued	Sex
STEVEN L AUBRY (920) 793-3995	0	MALE
	Date of Birth: 05/16/1947	Race: WHITE

Address	Driver License Number
4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	A1607924717605 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
01 - FRONT ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

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WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 INDIVIDUAL 002

Prior Action

Action

Action Other | To/From 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 02 INDIVIDUAL 003

Individual

Passenger: J EREMY N AUBRY
(920) 905-5025

Citations Issued: 0 | Sex: MALE

Date of Birth: 12/12/1972 | Race: WHITE

Address: 1510 DIVISION ST
MANITOWOC, WI 54220 , US

Driver License Number: A1604347245207
STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash | Safety Equipment: SHOULDER & LAP BELT

Row: 01 - FRONT ROW | Seat Position: 09 - RIGHT

Helmet Use | Helmet Compliance

Eye Protection | Tint Compliance

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 | EMS Run #

Hospital | Date of Death | Time of Death

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit # | Location

Prior Action

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — INDIVIDUAL 003

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

UNIT 02 — INDIVIDUAL 004

Individual

Passenger	Citations Issued	Sex
SUSAN MARY AUBRY (920) 793-3995	0	FEMALE
	Date of Birth: 02/19/1952	Race: WHITE

Address	Driver License Number
4720 COLUMBUS ST TWO RIVERS, WI 54241 , US	A1607935255900 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Row	Seat Position
02 - SECOND ROW	07 - LEFT

Helmet Use	Helmet Compliance

Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source

Distracted By Action

Non Motorist

Striking Unit #	Location

Prior Action

G7L0DCL4L7
C20-18585

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT 02 — INDIVIDUAL 004

Action			
Action Other			To/From 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**			

Van Horn Chrysler Dodge Jeep Ram of Manitowoc

4611 Expo Dr, Manitowoc, WI 54220
Phone: (920) 684-7753

Workfile ID: 9891e52d
PartsShare: 637kFd
Federal ID: 47-3729523

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

Written By: Ron Schwaller, 11/11/2020 2:39:04 PM
Adjuster: SENKBEIL, FAITH, (920) 458-9131 Business

Insured:	AUBRY, STEVEN L & SUSAN	Policy #:	P76849	Claim #:	RA2605-1-0-400
Type of Loss:	Collision	Date of Loss:	11/6/2020 4:30 PM	Days to Repair:	3
Point of Impact:	12 Front				

Owner:
AUBRY, STEVEN L & SUSAN

4720 COLUMBUS ST
TWO RIVERS, WI 54241
(920) 793-3995 Day

Inspection Location:
Van Horn Chrysler Dodge Jeep Ram of Manitowoc
4611 Expo Dr
Manitowoc, WI 54220
Repair Facility
(920) 684-7753 Business

Insurance Company:
ACUITY, A MUTUAL INSURANCE COMPANY

02

VEHICLE

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

VIN:	2C4RC1BG0FR646796	Interior Color:		Mileage In:	82,860	Vehicle Out:
License:	311-CBW	Exterior Color:	BEIGE	Mileage Out:		
State:	WI	Production Date:	12/2014	Condition:	Excellent	Job #:

TRANSMISSION
Automatic Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Entertainment Center
Dual Power Sliding Doors
Home Link
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
3rd Row Seat
Retractable Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Rear Spoiler
California Emissions
TRUCK
Rear Step Bumper
Power Trunk/Liftgate

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**						
2	Repl	Absorber	68082094AB	1	109.00	Incl.	
3		O/H front bumper				2.0	
4	** <>	Repl A/M CAPA Bumper cover	68088967AA	1	376.00	Incl.	3.0
5		Add for Clear Coat					1.2
6	**	Repl A/M CAPA Impact bar	5113162AA	1	390.00	0.4	
7	**GRILLE**						
8	**	Repl A/M Upper grille	68100692AB	1	440.00	Incl.	
9	**FRONT LAMPS**						
10	**	Repl A/M CAPA RT Headlamp assy w/o HID headlamps	5113336AI	1	281.00	0.5	
11		Aim headlamps				0.5	
12	**RADIATOR SUPPORT**						
13	Repl	RT Support brace	68023328AA	1	51.70	0.1	0.2
14		Add for Clear Coat					0.1
15	**ELECTRICAL**						
16	Repl	Low note horn	5026976AD	1	70.00 m	0.2	
17	# Repl	Flex additive		1	5.00		
18	# Rpr	Color sand and buff				0.5	
19	#	Color tint / color match		1			0.5
20	**VEHICLE DIAGNOSTICS**						
21	* Rpr	Pre-repair scan			m	1.0 M	
22	* Rpr	Post-repair scan			m	1.0 M	
23	#	COVID-19 Disinfect		1	25.00	1.0	
24	# Subl	Hazardous waste removal		1	8.00		
		SUBTOTALS			**1,755.70**	**7.2**	**5.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,755.70
Body Labor	5.2 hrs	@	$ 62.00 /hr	322.40
Paint Labor	5.0 hrs	@	$ 62.00 /hr	310.00
Mechanical Labor	2.0 hrs	@	$ 135.00 /hr	270.00
Paint Supplies	5.0 hrs	@	$ 42.00 /hr	210.00
Subtotal				2,868.10
Sales Tax	$ 2,868.10	@	5.0000 %	143.41
Grand Total				**3,011.51**
Deductible				250.00
CUSTOMER PAY				**250.00**
INSURANCE PAY				**2,761.51**

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

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

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TE08, CCC Data Date 11/09/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

Customer: AUBRY, STEVEN L & SUSAN **Job Number:**

2015 CHRY Town & Country Touring 4D VAN 6-3.6L Flex Fuel Sequential MPI BEIGE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1000990PP A/M CAPA Bumper cover Quote: 714014927 Expires: 12/27/20	$ 376.00
6	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1006218DSC A/M CAPA Impact bar Quote: 714133688 Expires: 12/26/20	$ 390.00
8	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH1200350 A/M Upper grille Quote: 714150069 Expires: 12/26/20	$ 440.00
10	Keystone 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#CH2503192C A/M CAPA RT Headlamp assy w/o HID headlamps Quote: 714019220 Expires: 12/27/20	$ 281.00



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO1
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO2
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



HORN / RAD SUPT BRACE

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO3**
File Date:	**11/11/2020**
Label:	**HORN / RAD SUPT BRACE**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



VIN

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO4
File Date: 11/11/2020
Label: VIN
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



RF

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO5
File Date:	11/11/2020
Label:	RF
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



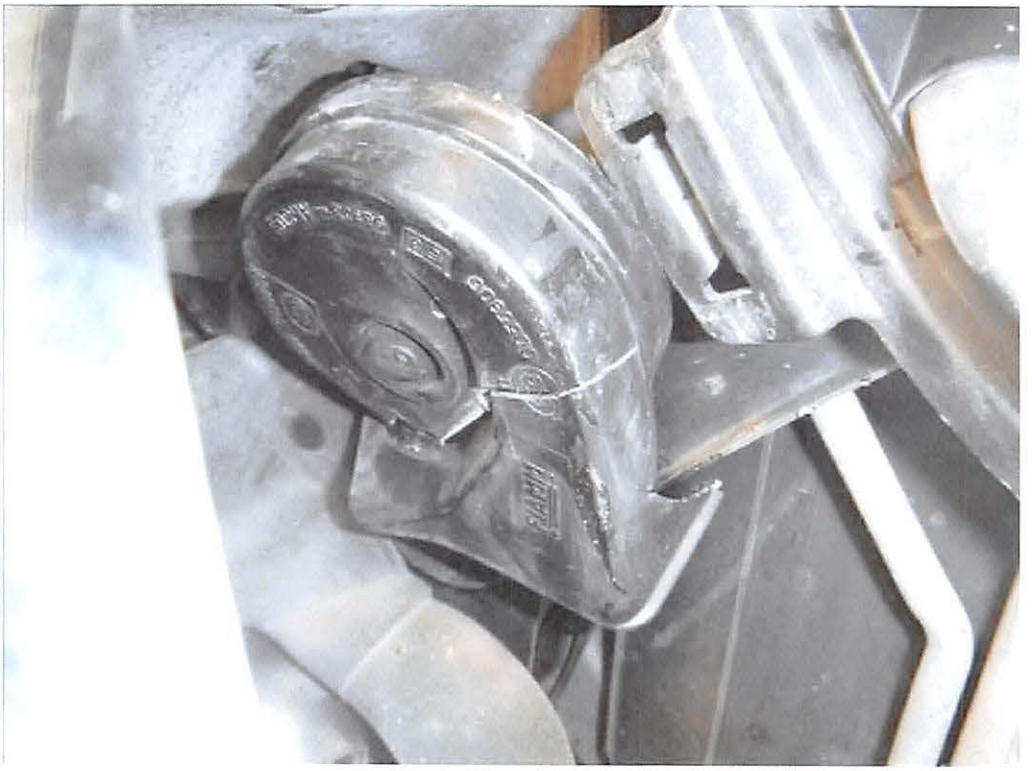
LR

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO6**
File Date:	**11/11/2020**
Label:	**LR**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



RT H/LMP

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO7
File Date:	11/11/2020
Label:	RT H/LMP
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



HORN

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO8
File Date:	11/11/2020
Label:	HORN
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



LIC PLT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO9
File Date:	11/11/2020
Label:	LIC PLT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



POI

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO10
File Date:	11/11/2020
Label:	POI
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



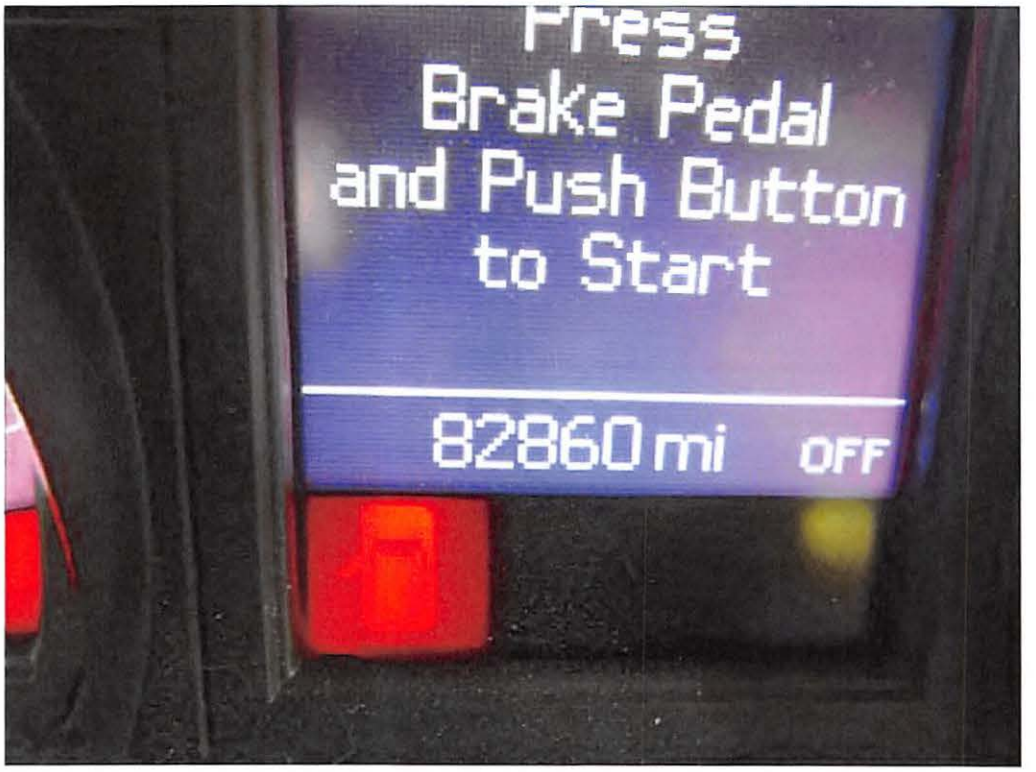
RR

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO11
File Date:	11/11/2020
Label:	RR
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	E01



INTERIOR

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO12
File Date: 11/11/2020
Label: INTERIOR
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



ODOMETER

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO13
File Date: 11/11/2020
Label: ODOMETER
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



LF

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO14**
File Date:	**11/11/2020**
Label:	**LF**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**E01**



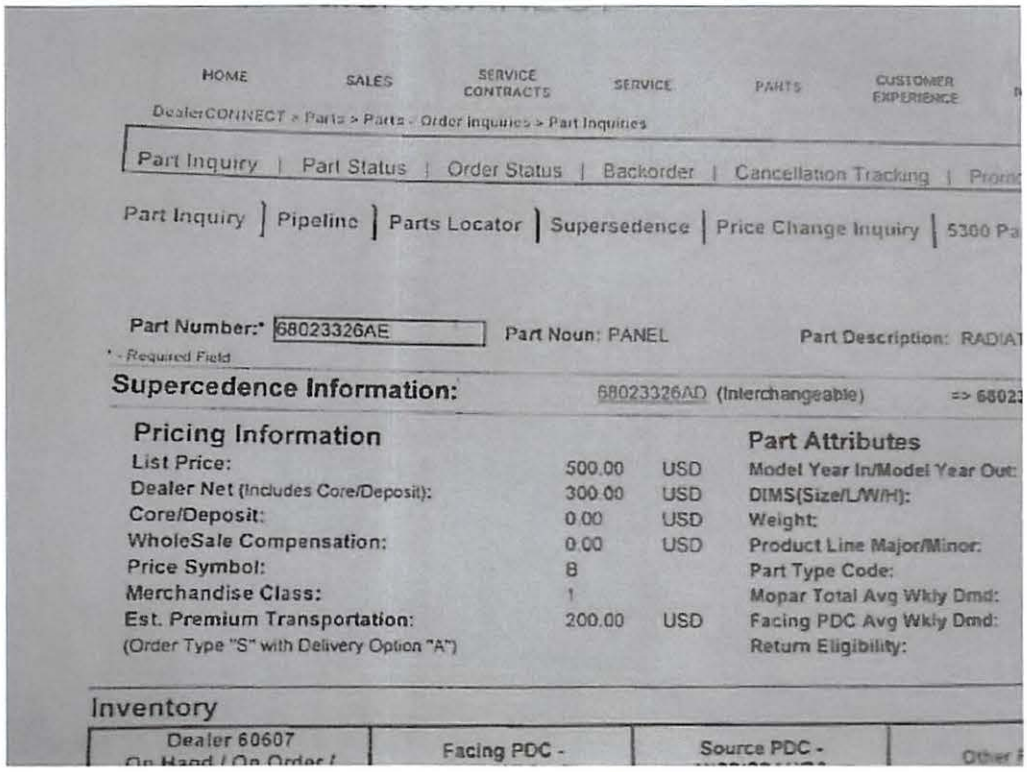
FRT BMPR / GRILLE

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO15
File Date: 11/11/2020
Label: FRT BMPR / GRILLE
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: E01



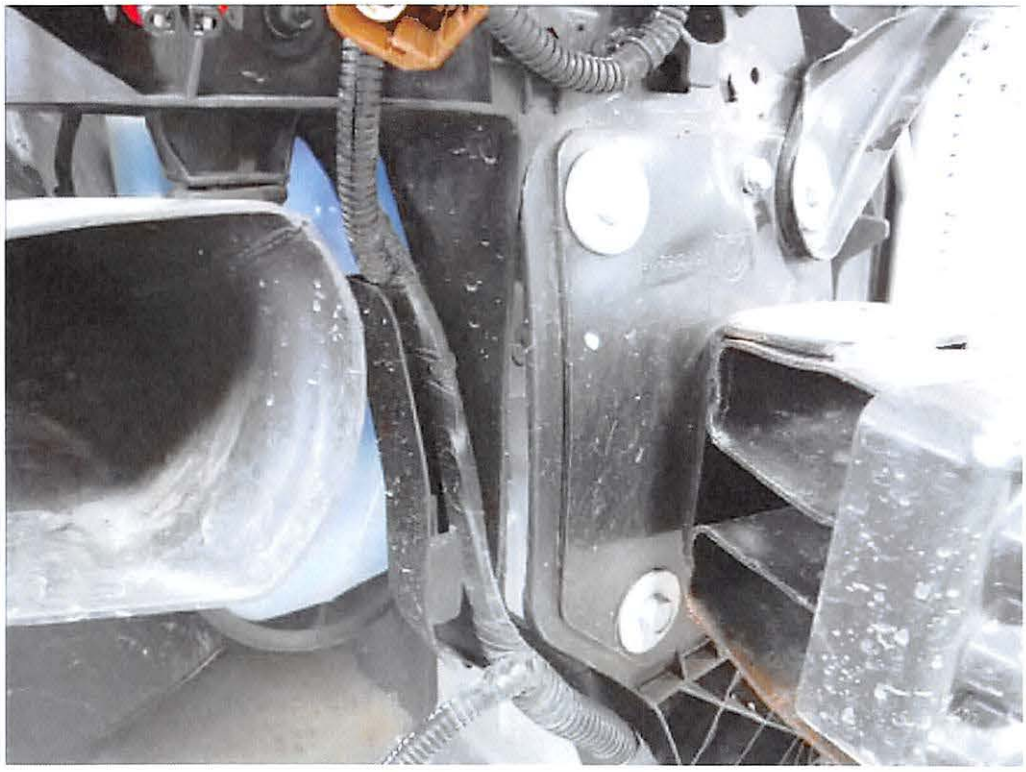
S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO16**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



S1 RAD SUPT

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO17
File Date: 11/24/2020
Label: S1 RAD SUPT
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



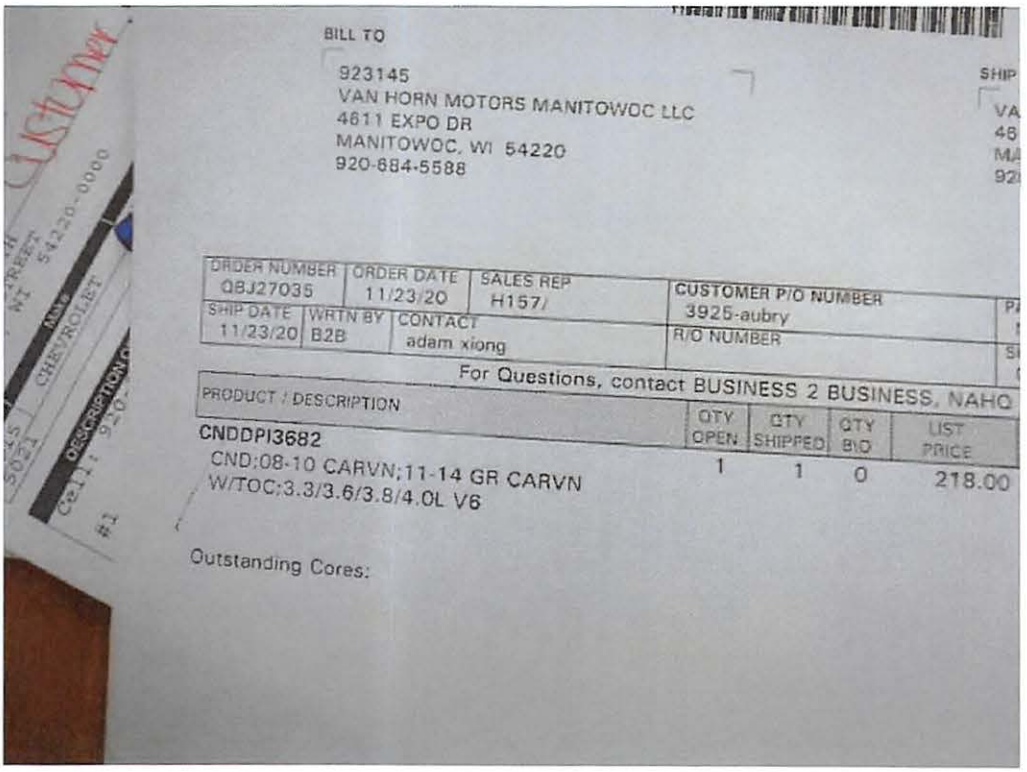
S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO18**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



S1 RAD SUPT

Claim Reference Id:	**RA2605-1-0-400**
File Name:	**PHOTO19**
File Date:	**11/24/2020**
Label:	**S1 RAD SUPT**
Note:	**Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C**
Photo Location:	**Van Horn Chrysler Dodge Jeep Ram of**
Photo Taken By:	**Ron Schwaller**
Estimate Indicator:	**S01**



BILL TO

923145
VAN HORN MOTORS MANITOWOC LLC
4611 EXPO DR
MANITOWOC, WI 54220
920-684-5588

SHIP
VA
46
MA
92

ORDER NUMBER	ORDER DATE	SALES REP	CUSTOMER P/O NUMBER
QBJ27035	11/23/20	H157/	3925-aubry
SHIP DATE	WRTN BY	CONTACT	R/O NUMBER
11/23/20	B2B	adam xiong	

For Questions, contact BUSINESS 2 BUSINESS, NAHQ

PRODUCT / DESCRIPTION	QTY OPEN	QTY SHIPPED	QTY B\O	LIST PRICE
CNDDPI3682 CND;08-10 CARVN;11-14 GR CARVN W/TOC;3.3/3.6/3.8/4.0L V6	1	1	0	218.00

Outstanding Cores:

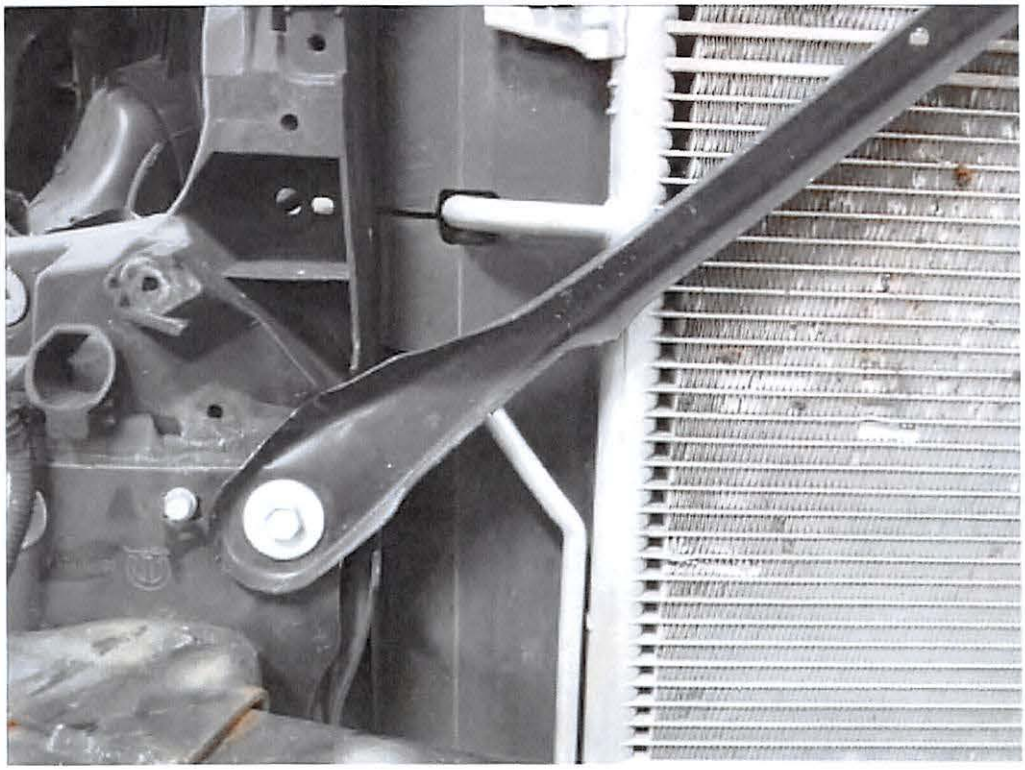
S1 CND

Claim Reference Id: RA2605-1-0-400
File Name: PHOTO20
File Date: 11/24/2020
Label: S1 CND
Note: Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location: Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By: Ron Schwaller
Estimate Indicator: S01



S1 A/C COND

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO21
File Date:	11/24/2020
Label:	S1 A/C COND
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01



S1 RAD SUPT

Claim Reference Id:	RA2605-1-0-400
File Name:	PHOTO22
File Date:	11/24/2020
Label:	S1 RAD SUPT
Note:	Owner:STEVEN L & SUSAN,AUBRY|Style:2015,CHRY,Town & Country Touring|Insured:STEVEN L & SUSAN,AUBRY|LossDate:11/06/2020|PolicyNumber:P 76849|C
Photo Location:	Van Horn Chrysler Dodge Jeep Ram of
Photo Taken By:	Ron Schwaller
Estimate Indicator:	S01

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE – SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

11/06/2020 11:29 AM

Owner

Owner: STEVEN L AUBRY
Address: 4720 COLUMAS STREET
City State Zip: Two Rivers, WI 54241
Work/Day: (920)793-3995
FAX:

Control Information

Claim # : RA2605
Insured Policy # :

Ins. Company: ACUITY INSURANCE
Email: claims@acuity.com

Inspection

Inspection Date: 11/06/2020 11:29 AM
Primary Impact: Front
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Chrysler Town & Country Touring 4 DR Pass. Van Extended
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 311CBW
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CASHMERE PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PFS
Lic State: WI
VIN: 2C4RC1BG0FR646796
Mileage: 82,714
Mileage Type: Actual
Code: M6664B
Int. Color: Dk Frost Beige/Med Beige
Int. Refinish: Two-Stage
Int. Trim Code: H7LL

Options - ***AudaVIN Information Received***

1st Row LCD Monitor(s)
7 Passenger Seating
Aluminum/Alloy Wheels
Auto Load Leveling
Bodyside Moldings
Captain Chairs (4)
Color-Keyed Bumper(s)
Daytime Running Lights
Dual Air Conditioning
Dual Zone Auto A/C
Floor Mats
Halogen Headlights
Heated Power Mirrors
Illuminated Visor Mirror
Keyless Entry System
Leather Shift Knob
MP3 Decoder
Power Door Locks
Power Quarter Windows
Privacy Glass
Rear Entertainment Systm
Rear Spoiler
Rear Window Defroster
Remote Starter
SiriusXM Satellite Radio
Tachometer
Tilt & Telescopic Steer
Traction Control System
Velour/Cloth Seats
Wood Interior Trim
2nd Row Head Airbags
AM/FM CD Player
Anti-Lock Brakes
Automatic Dimming Mirror
Bucket Seats
Center Console
Cruise Control
Driver Information Sys
Dual Airbags
Elect. Stability Control
Fog Lights
Head Airbags
Heated Rear Window Wiper
Intermittent Wipers
Keyless Ignition System
Leather Steering Wheel
Overhead Console
Power Drivers Seat
Power Steering
Pwr Accessory Outlet(s)
Rear Heater
Rear Step Bumper
Rear Window Wiper/Washer
Roof/Luggage Rack
Stability Cntrl Suspensn
Theft Deterrent System
Tire Pressure Monitor
Trailer Hitch
Wireless Audio Streaming
3rd Row Head Airbags
Alarm System
Auto Headlamp Control
Auxiliary Audio Input
Camper/Towing Package
Chrome Grille
DVD Player
Driver Knee Airbag
Dual Power Sliding Doors
Electronic Compass
Garage Door Opener
Heated Front Seats
Heated Steering Wheel
Keyless Access System
LED Brakelights
Lighted Entry System
Power Brakes
Power Liftgate
Power Windows
Pwr Driver Lumbar Supp
Rear Side Wndw Sunshades
Rear View Camera
Rem Trunk-L/Gate Release
Side Airbags
Strg Wheel Radio Control
Third Seat (trucks)
Touch Screen Display
Trip Computer
Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	18	46	Cover,Front Bumper	68088967AA	$457.00			1.9	SM
2	L	18	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	E	5	46	Reinf,Front Bumper	5113162AA	$459.00			1.9	SM
4	E	31	#	Brkt,Front Lic Plate	5288487AC	$83.75			0.2	SM
				# = 01, 46						
5	E	19	49	Absorber,Front Bumper	68082094AB	$109.00			0.1	SM
6	E	13	46	Brkt,Front Bumper Mtg LT	5113137AA	$11.70			INC	SM
7	E	14	46	Brkt,Front Bumper Mtg RT	5113136AA	$8.75			INC	SM
Front End Panel And Lamps										
8	E	8	46	Grille Assembly	68100692AB	$545.00			INC	SM
Radiator Support										
9	E	49	46	Brace,Radiator Panel RT	68023328AA	$51.70			0.1	SM
10	E	913		Horn,High Note	5026986AD	$69.20			0.1	SM
Manual Entries										
11	SB			Hazardous Waste	Sublet Repair	$5.00*				RF*
12	L			Flex Additive	Refinish	$6.00*				SM

12 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts		$1,795.10	
Other Parts		$6.00	
Paint & Materials	3.7 Hours @ $40.00	$148.00	
Parts & Material Total			$1,949.10
Tax on Parts & Material	@ 5.500%		$107.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$60.00	4.3		4.3	$258.00	
Mech/Elec (ME)	$120.00					
Frame (FR)	$75.00					
Refinish (RF)	$60.00	3.7		3.7	$222.00	
Labor Total				8.0 Hours		$480.00
Tax on Labor		@ 5.500%			$26.40	
Sublet Repairs					$5.00	
Tax on Sublet		@ 5.500%			$0.28	
Gross Total						**$2,567.98**
Net Total						**$2,567.98**

Alternate Parts Y/08/00/00/08/07 Cumulative 08/00/00/08/07 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 01/08/2021 01:44 PM REL 8.0.911 Update 5 DT 10/01/2020
State Disclosure:WI
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

Solera Audatex

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Solera

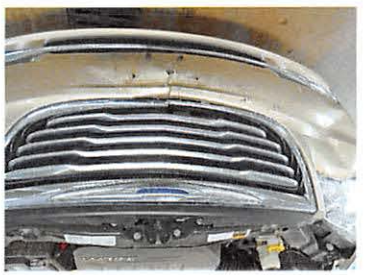



827 14 mi


1BG0FR646796









2020 VAN HORN MOTORS OF MANITOWOC $1,331.40 12985661 Honored 12/02/2020

Pay To: VAN HORN MOTORS OF MANITOWOC

Mail To: VAN HORN MOTORS OF MANITOWOC
PO BOX 298
PLYMOUTH, WI 53073

Service Dates:
In Payment of: SUPPLEMENT 1 FOR STEVEN AND SUSAN AUBRY

Payment Amount: $1,331.40
Payment Number: 12985661
Pay Period:
Invoice Number:
IRS Number: 473729523
IRS Type: FEIN
Payment Status: Issued
Status Date: 11/25/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: SUPPLEMENT 1 PAYMENT FOR STEVEN AND SUSAN AUBRY

2020 STEVEN L & SUSAN M AUBRY $2,761.51 12980175 Honored 12/01/2020

Pay To: STEVEN L & SUSAN M AUBRY
VAN HORN CHRYSLER DODGE JEEP RAM OF MANITOWOC

Mail To: STEVEN L & SUSAN M AUBRY
4720 COLUMBUS ST
TWO RIVERS, WI 54241

Service Dates:
In Payment of: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY

Payment Amount: $2,761.51
Payment Number: 12980175
Pay Period:
Invoice Number:
IRS Number:
IRS Type:
Payment Status: Issued
Status Date: 11/18/2020
Attachments: No
Payment Type: Mechanized
Gross Payment to Attorney:

Remarks: REPAIRS TO YOUR 2015 CHRYSLER TOWN AND COUNTRY LESS YOUR $250 DEDUCTIBLE

VII

R. C. No. ____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 131-20-21 by City Clerk submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 131 - 20 - 21. By CITY CLERK. February 1, 2021.

Submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

CITY CLERK

F+P

JAN 28 '21 PM 2:47

MKC #23-20

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 28, 2021

Douglas A. Pessefall
Direct Dial: 414-298-8311
dpessefall@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

SM 1/28/21

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2020 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at $450,810.00 as of January 1, 2020 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2020 tax bill in the amount of $12,093.86 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is $12.093.86, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

Douglas A. Pessefall

44881400

Enc.

Route Equipment

PERSONAL PROPERTY TAX BILL FOR 2020

Bill #: 1129
Parcel #: 59281860858P
Alt. Parcel #:

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

CITY OF SHEBOYGAN

To view payments, property information, and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2021
$12,093.86
-- OR --
Pay First Installment
By January 31, 2021
$12,093.86

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081-4442
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	Payments are to be made at one of the 3	Wisconsin Bank & Trust	Bring Tax Bill, Payment, Envelope
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Drive-Thru Drop Off Service only
NO IN-PERSON PAYMENTS		655 S Taylor Drive, Sheboygan	Mon-Fri – 9:00 to 4:00
WILL BE ACCEPTED IN	ONLY DROP OFF SERVICE AVAILABLE IN BANK'S	3220 S Business Drive, Sheboygan	No Saturday collection
CITY HALL.	DRIVE-THRU. Enclose a self-addressed stamped		Closed 12/24/20, 12/25/20,
	envelope if you would like a receipt.		01/01/21, and 01/18/21.

IF REQUESTING A RECEIPT, INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE. THIS INCLUDES DROPPED OFF PAYMENTS AT BANK DRIVE-THRU.

IMPORTANT INFORMATION: **NO IN-PERSON PAYMENTS WILL BE ACCEPTED IN CITY HALL**
Drop Box: Located on west side of City Hall – 828 Center Avenue, Sheboygan
Dates Municipality Closed: 12/24/20, 12/25/20, 12/31/20, 1/1/21
Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Service fees apply.
Other Information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
Telephone: 920-459-3311

CO>

1/31/20

263606

Property Address

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2020
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1129
Correspondence should refer to parcel number
PARCEL#: 59281860858P

SEQ# 950

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
Personal	Property	450,810	0.8108	Personal	Property	556,000

☐ A ster in this box means unpaid prior year taxes

Taxing Jurisdiction	2019 Est. State Aids Allocated Tax Dist.	2020 Est. State Aids Allocated Tax Dist.	2019 Net Tax	2020 Net Tax	% Tax Change
STATE OF WISCONSIN				0.00	
SHEBOYGAN COUNTY	1,676,384	1,788,950	3,038.20	2,712.70	-10.7%
CITY OF SHEBOYGAN	13,124,440	13,404,466	5,310.01	4,659.14	-12.3%
SHEBOYGAN SCHOOL	60,579,469	63,347,472	4,856.74	4,284.31	-11.8%
LTC	2,863,312	3,016,646	475.70	437.71	-8.0%
Total	78,243,605	81,557,534	13,680.65	12,093.86	-11.6%
	First Dollar Credit				
	Lottery & Gaming Credit				
	Net Property Tax		13,680.65	12,093.86	-11.6%

Gross Property Tax	12,093.86
First Dollar Credit	
Lottery Credit	
Net Property Tax	12,093.86

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2021**
▶ $ 12,093.86
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6853 (R. 8-15)

School taxes reduced by school levy tax credit $ 826.85

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

MIDSTATE AMUSEMENT GAMES, LLC
1219 APPLETON RD
MENASHA WI 54952-1501

Net Assessed Value Rate (Does NOT reflect credits)
0.026826955

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN SCHOOL	595,435.00	111.85	2037

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 143-20-21 by City Clerk submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

37

R. O. No. 143 - 20 - 21. By CITY CLERK. February 15, 2021.

Submitting a claim from Gina M. Gordon for alleged damages to her car when it was struck by a Department of Public Works vehicle.

CITY CLERK

FAP

DATE RECEIVED 2-11-2021 RECEIVED BY MKC

Traveler's Claim
ILL5572

CLAIM NO. 25-20

SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 2021

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: Gina M. Gordon
2. Home address of Claimant: 2027 N 10th St, Sheboygan Wi 53081
3. Home phone number: 920-980-9147
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 1-11-2021, 2:00pm
6. Where did damage or injury occur? (give full description) Front area/bumper of 17 VW Golf Alltrack - police report attached
7. How did damage or injury occur? (give full description) Stopped at a red light, public works truck stopped in front decided to back up and hit me. Driver said he couldn't see me because the truck was too wide and is not equipped with a back up camera.
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: Robert Hayon
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A - driver error
   (b) Claimant's statement of basis for such liability:

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

No injury to person(s)

Auto Damage to 2017 Volkswagen Alltrack

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

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

Auto:	$ 1,117.94
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,117.94

Damaged vehicle (if applicable)

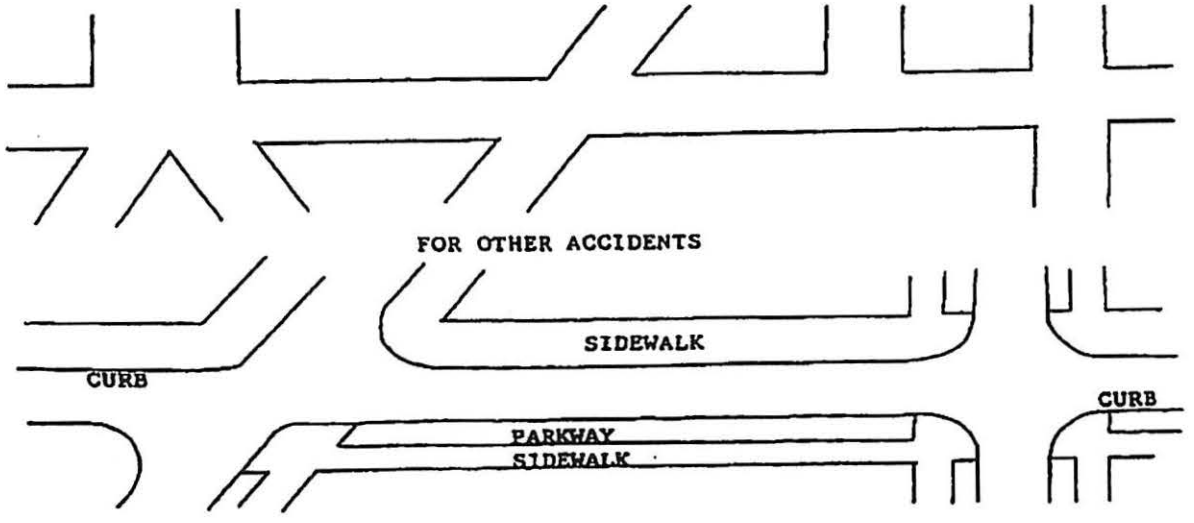
Make: VW Model: Golf Year: Alltrack Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

Police Report Attached

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 _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1,117.94 .

SIGNED Gina M. Gordan DATE: 1-28-2021

ADDRESS: 2027 N 10th St, Sheboygan Wi 53081

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

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L0DXVN3K

PK2011

POLICE # C21-00614

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L0DXVN3K	Document Override Number:
Agency Accident Number:		Police Number: C21-00614		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
01/11/2021	1423	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	NON-INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	WILGUS AVE		59	F	WEST

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	TAYLOR DR	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.757678713435	-87.75028796083

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	BLACKTOP (BITMINOUS) - 2

115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☒ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	EAST	25

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
H5007797642306	WI	2023	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
HAYON	ROBERT	WILLIAM	

32 - Date Of Birth	33 - Sex
11/23/1976	M

26 - Address Street & Number	26 - PO Box
1816 N 8TH ST	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	53081	920-946-1970

39 - Seat Position	40 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
BACKING-MANEUVER	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: UNSAFE-BACKING

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported	
124 - Highway Factors	

Vehicle

VEHICLE 01

21 - Unit Type: TRUCK			Vehicle Type: PICKUP/UTILITY-TRUCK		22 - Total Occupants: 1
56 - License Plate Number: 79245	57 - Plate Type: LTK	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 1HTMNAANXAH280616	
50 - Year: 2010	51 - Make: INTL	52 - Model: UTILITY	53 - Body Style: CB	54 - Color: WHI	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage					
95 - Extent Of Damage: NONE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By: OPERATOR		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name: SHEBOYGAN CITY				
47 - Address Street & Number: 1315 N 23RD ST # 101		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-459-3444	

Insurance

INS 01

63 - Liability Insurance Company: CITY OF SHEBOYGAN	60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company: SHEBOYGAN CITY	

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: EAST	24 - Speed Limit: 25
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: G6352928278708	30 - State: WI	31 - Expiration Year: 2025	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name: GORDON	25 - First Name: GINAMARIE	25 - Middle Initial: L	25 - Suffix	
32 - Date Of Birth: 08/07/1982	33 - Sex: F			
26 - Address Street & Number: 2027 N 10TH ST		26 - PO Box		

OPERATOR/PEDESTRIAN 02

27 - City: SHEBOYGAN	27 - State: WI	27 - Zip Code: 53081	28 - Telephone Number: 920-980-9147
39 - Seat Position		40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: SLOWING-OR-STOPPING	120 - Traffic Control: TRAFFIC-SIGNAL-OPERATING	62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors: NOT-APPLICABLE			
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors			

Vehicle

VEHICLE 02

21 - Unit Type: AUTOMOBILE	Vehicle Type: PASSENGER-CAR	22 - Total Occupants: 2			
56 - License Plate Number: 426PWF	57 - Plate Type: AUT	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 3VWH17AU3HM517177	
50 - Year: 2017	51 - Make: VOLK	52 - Model: GOLF ALLTR	53 - Body Style: SW	54 - Color: WHI	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage					
95 - Extent Of Damage: MODERATE	96 ☐ Vehicle Towed Due To Damage	97 - Vehicle Removed By: OPERATOR			
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☒ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name: GORDON	46 - First Name: GINAMARIE	46 - Middle Initial: L	46 - Suffix	Date Of Birth: 08/07/1982
46 - Company Name				
47 - Address Street & Number: 2027 N 10TH ST	47 - PO Box			
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-980-9147	

Insurance

INS 02

63 - Liability Insurance Company: TRAVELERS CASUALTY & SURETY CO	60 ☒ Policy Holder Same As Owner	
61 - Policy Holder Last Name: GORDON	61 - Policy Holder First Name: GINAMARIE	
61 - Policy Holder Company		

School Bus

BUS 02

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			
School District Contracted With			

Occupant

OCCUPANT 01

☐ **Address Same As Operator**

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
2	DICKIE	REBEKA	NOELL	

68 - Address Street & Number	68 - PO Box
130 BROADWAY ST # 3	

68 - City	68 - State	68 - Zip Code
SHEBOYGAN FALLS	WI	53085

67 - Date of Birth	69 - Sex
12/22/1994	F

71 - Seat Position	72 - Safety Equipment
	SHOULDER-BELT-AND-LAP-BELT-USED

70 - Injury Severity	73 - Airbag	75 - Ejected	77
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY



UNIT 1 IS A DPW ELECTRICIAN VEHICLE AND WAS COMPLETING WORK ON A TRAFFIC SIGNAL AT THE INTERSECTION OF TAYLOR AND WILGUS. BOTH UNITS WERE TRAVELING EB ON WILGUS. UNIT 1 WAS ATTEMPTING TO MANEUVER TO A DIFFERENT PART OF THE INTERSECTION AND BACKED INTO UNIT 2. DRIVER 1 REPORTED THAT HE COULD NOT SEE UNIT 2 BEHIND THE UTILITY VEHICLE AND BACKED INTO THE VEHICLE CAUSING THE HITCH TO PUNCH THROUGH THE FRONT BUMPER.

Officer Information

NFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
LIVINGSTON	LINDSAY		468

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

OFFICER INFORM

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
01/11/2021	**1423**	**1428**	**01/12/2021**

Agency Accident Number	Police Number	19 - Special Study
	C21-00614	

18 - Agency Space
SQUAD #7


Jan 18, 2021 16:03:20 CST Lat: 43.7673645 Long: -87.71530914


Jan 18, 2021 16:02:58 CST Lat: 43.76752472 Long: -87.71528625

TRAVELERS

Mountain West Claim Center (PI-292)
Email Supplements:
supplementrequest@travelers.com

PO Box 650293
Dallas, TX 75265
Phone: (800) 227-1538

Claim #: ILL5572001
Workfile ID: 9034bae5

Estimate of Record

Written By: ANTHONY LUCCHESE, License Number: 880019, 1/21/2021 9:02:57 AM
Adjuster: GLASPELL, JASON, (317) 818-0133 Business

Insured:	GINA GORDON	Owner Policy #:	PT5010A6069870982031	Claim #:	ILL5572001
Type of Loss:	Collision	Date of Loss:	01/11/2021 12:00 AM	Days to Repair:	2
Point of Impact:	12 Front	Deductible:	500.00		

Owner (Insured):
GINA GORDON
2027 N 10TH ST
SHEBOYGAN, WI 53081-2627
(920) 980-9147 Cellular
GINAMARIE.GORDON@YAHO
O.COM

Inspection Location:
Virtual

Appraiser Information:
supplementrequest@travelers.com

Repair Facility:
OWNERS CHOICE

VEHICLE

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

VIN:	3VWH17AU3HM517177	Production Date:	11/2016	Interior Color:	
License:	426PWF	Odometer:	43924	Exterior Color:	White
State:	WI	Condition:			

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	#		ASF - THE STANDARD FIRE INSURANCE COMPANY		1			
2	**FRONT BUMPER**							
3			O/H front bumper				2.8	
4		Repl	Bumper cover w/o drive asst	5G0807217LHGRU	1	383.33	Incl.	2.6
5			Add for Clear Coat					1.0
6			Add for fog lamps				0.4	
7		Refn	Tow eye cap	5G0807241AGRU				0.2
8			Add for Clear Coat					0.1
9		Repl	Center grille w/o auto brake	5G0853677J9B9	1	108.33	Incl.	
10	**MISCELLANEOUS OPERATIONS**							
11	**	Repl	A/M Flex Additive		1	5.00 T		
12	#	Subl	Hazardous Waste		1	3.00		
				SUBTOTALS		**499.66**	**3.2**	**3.9**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				494.66
Body Labor	3.2 hrs	@	$ 58.00 /hr	185.60
Paint Labor	3.9 hrs	@	$ 58.00 /hr	226.20
Paint Supplies	3.9 hrs	@	$ 38.00 /hr	148.20
Miscellaneous				5.00
Subtotal				1,059.66
Sales Tax	$ 1,059.66	@	5.5000 %	58.28
Total Cost of Repairs				**1,117.94**
Deductible				500.00
Total Adjustments				**500.00**
Net Cost of Repairs				**617.94**

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):
This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

Upon request, we will provide information regarding repair facilities that will repair the vehicle for the appraised amount if necessary.
If the appraisal specifies used parts the parts must be of like kind and quality or better than those being replaced.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. MQVP=MANUFACTURER'S QUALITY AND VALIDATION PROGRAM.OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

Written By:_____ ANTHONY LUCCHESE _____

Appraiser License # :_____ 0000000 _____

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

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERA9272, CCC Data Date 01/11/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Estimate of Record

2017 VW Golf Alltrack S w/Direct Shift Gearbox 4D WGN 4-1.8L Turbocharged Gasoline Gasoline Direct Injection White

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Date: 2/10/2021 04:20 PM
Estimate ID: 1745
Estimate Version: 0
Preliminary
Profile ID: Mitchell

SCOTT'S RODZ 'N WRECKZ LLC

149 RUH COURT, KIEL, WI 53042
(920) 894-1963
Fax: (920) 894-1964
Email: scott@rodznwreckz.com

Damage Assessed By: Scott Baldock
Classification: Audit

Deductible: UNKNOWN

Insured: Gina-Marie Gordon
Address: 2027 North 10th, Sheboygan, WI 53081
Telephone: Home Phone: (920) 980-9147

Mitchell Service: 911896

Description: 2017 Volkswagen Golf Alltrack S
Body Style: 4D Wgn
Drive Train: 1.8L Turbo Inj 4 Cyl 6A AWD
VIN: 3VWH17AU3HM517177
OEM/ALT: O
Search Code: None
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL
TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, ANTI-THEFT SYSTEM
AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO
LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, TRIP COMPUTER
FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, ALL WHEEL DRIVE, SIDE AIRBAGS
SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER, DAYTIME RUNNING LIGHTS
TONNEAU COVER, DRIVER SEAT WITH POWER LUMBAR SUPPORT
ELECTRONIC STABILITY CONTROL, FRONT HEATED SEATS
FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
REAR SPOILER, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1	100162	BDY	OVERHAUL	Frt Bumper Cover Assy			3.4 #
2		BDY	REMOVE/INSTALL	Grille Assy			0.3
3	100166	BDY	REMOVE/REPLACE	Frt Bumper Cover	ORDER FROM DEALER	383.33	INC #
4		REF	REFINISH	Frt Bumper Cover			C 2.6
5	100172	BDY	REMOVE/REPLACE	Frt Bumper Impact Absorber	5GM 807 248 C	168.33	INC
6	100147	BDY	REPAIR	Frt Lwr Bumper Plate	Existing		0.5*
7	100176	BDY	REMOVE/REPLACE	Frt Lwr Bumper Grille	ORDER FROM DEALER	153.33	INC #
8		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC #
9	100187	BDY	REMOVE/REPLACE	Frt Bumper License Plate Bracket	5GM 807 287 F 9B9	81.67	INC
				Front Lamps			
10	100281	BDY	REMOVE/REPLACE	L Frt Fog Lamp Assembly	510 941 661 C	105.98 *	INC #
11		BDY	CHECK/ADJUST	Fog Lamps			0.4
				Special/Manual Entry			
12	900500	BDY *	REMOVE/REPLACE	HAZARDOUS WASTE REMOVAL	Sublet	5.00 *	0.0*
				Additional Operations			

ESTIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745
Mitchell Data Version: OEM: JAN_21_V
Software Version: 7.1.240

Copyright (C) 1994 - 2021 Mitchell International
All Rights Reserved

Date: 2/10/2021 04:20 PM
Estimate ID: 1745
Estimate Version: 0
Preliminary
Profile ID: Mitchell

	1128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.6*
				Special/Manual Entry			
	900500	REF *	REFINISH/REPAIR	Flex/Adhesion Promoter	New	8.00 *	0.0*
				Additional Operations			
15		REF	ADD'L OPR	Clear Coat			1.0
16	933018	REF	ADD'L OPR	Mask For Overspray		8.00 *	
				Additional Costs & Materials			
17			ADD'L COST	Paint/Materials		151.20 *	

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	4.6	62.00	0.00	0.00	285.20 T
Refinish	3.6	62.00	8.00	0.00	231.20 T
Mechanical	0.6	88.00	0.00	0.00	52.80 T
Taxable Labor					569.20
Labor Tax		@	5.000 %		28.46
Labor Summary	8.8				597.66

II. Part Replacement Summary			Amount
Taxable Parts			905.64
Sales Tax	@	5.000%	45.28
Total Replacement Parts Amount			950.92

III. Additional Costs			Amount
Taxable Costs			151.20
Sales Tax	@	5.000%	7.56
Total Additional Costs			158.76

IV. Adjustments	Amount
Customer Responsibility	0.00

Paint Material Method: Rates
Init Rate = 42.00 , Init Max Hours = 99.9, Addl Rate = 0.00

I.	Total Labor:	597.66
II.	Total Replacement Parts:	950.92
III.	Total Additional Costs:	158.76
	Gross Total:	1,707.34
IV.	Total Adjustments:	0.00
	Net Total:	1,707.34

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

int(s) of impact
Front Center (P)
TIMATE RECALL NUMBER: 02/10/2021 16:12:32 1745
tchell Data Version: OEM: JAN_21_V
oftware Version: 7.1.240

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VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 160-20-21 by City Clerk submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

F+P
21-22

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.9

R. O. No. 160 - 20 - 21. By CITY CLERK. March 1, 2021.

Submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.

CITY CLERK

FAP
3/8- hold
3/22 hold

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

STATE EX REL.

Case Classification Code 30955

CHAD SHELTON
1026 SWIFT AVE, SHEBOYGAN, WI 53081

Petitioner,

21CV0053

v.

Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council

Respondent.

PETITION FOR WRIT OF CERTIORARI

TO: Judge of the Circuit Court County Circuit Court, Sheboygan I, CHAD SHELTON, the petitioner in this action, respectfully, state as follows:

1. I am a resident of the city of Sheboygan.

2. The respondent is the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.

3. I hereby ask the court to review the decision of the respondent regarding the finding of dangerous and vicious dog on my dogs Cronus and Odysseus.

4. There is no nonjudicial remedy available subsequent to the respondent's decision on appeal. Pursuant to Wis. Stats. § 68.13 I have the right to appeal this decision via filing for a judicial review.

5. I am now challenging the decisions of the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council in the dangerous dog proceeding. In the following respects, the proceedings described above were erroneous, were arbitrary and capricious, and were contrary to state law and the Wisconsin and United States Constitutions.

WHEREFORE, I respectfully request that a writ of certiorari be granted to bring up for review and determination the proceedings in the matter set forth in this petition; and that, upon the return of the writ, the decisions and actions of the respondent be reversed and adjudged to be null and void.

Respectfully submitted,

PRO SE PETITIONER

CLERK CIRCUIT COURT
FILED
2021 FEB 15 P 2:16
SHEBOYGAN COUNTY
WISCONSIN

City of
Sheboygan
spirit on the lake.

January 15, 2021

Mr. Chad E. Shelton
1026 Swift Avenue
Sheboygan, WI 53081

Dear Mr. Shelton:

This letter is to inform you, pursuant to Section 18-47(i)(8) of the Sheboygan Municipal Code, of the determination of the Licensing, Hearings, and Public Safety Committee of the Common Council regarding your appeal of the order finding your dog Cronus to be a vicious dog, and your dog Odysseus to be a dangerous dog. The Committee affirmed the initial determination of the Chief of Police. As such, Cronus remains in the status of being a vicious dog and Odysseus remains in the status of being a dangerous dog.

Pursuant to Section 18-47(i)(10) of the Sheboygan Municipal Code, you do have the right to appeal this decision via filing for a judicial review pursuant to Wis. Stats. § 68.13. A judicial review must be sought via a Writ of Certiorari within thirty (30) days of the receipt of this letter. That Writ must be filed with the Circuit Court. As this was a final determination, if you seek review, the statute does require that the record of the proceedings be transcribed at the expense of the person seeking review. However, by stipulation the Court may order a synopsis of the proceedings in lieu of the transcript. The City is happy to enter into a stipulation with you to provide the court a video recording of the proceeding that was made by WSCS Sheboygan Community Station in lieu of a transcript to save you the cost thereof. If that is something in which you are interested, please feel free to let me know.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA/kah

cc: Police Chief Christopher Domagalski
Lt. William Adams
Mayor Michael J. Vandersteen
Alderperson Ryan Sorenson, Chair of Licensing, Hearings, and Public Safety Committee

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Duty served this 16 day of Feb 2021

at 1007 AM PM UPON Meredith Debruin

as personal or substituted service

at 528 Center Shc6
(Street address or location) (City, Town, Village)

Sheboygan County, Wisconsin

by [signature] Title Deputy
Sheboygan County Sheriff's Department

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 173-20-21 by City Clerk submitting various license applications; recommends referring documents to the Licensing, Hearings, and Public Safety of the 2021-2022 Council:

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3479	Stefano's Slo Food Market (Stefano's Slo Food Market LLC)	729 Pennsylvania Avenue

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
2918	Bueno Jr., Oscar	3228 N. 27th Street
3565	Woods Jr., Linzey C.	9546 W. Circle Ct., Milwaukee

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 173 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting various license applications for the period ending June 30, 2021, December 31, 2021, April 14, 2022 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
7012	Alvarez, Alexander D.	2929 N. 26th Street
3548	Jaimes, Rigoberto	1450 S. 20th Street
3528	Loebel, Allison	1906 N. 24th Street
3532	Luna-Anderson, Selena K.	1104 Lincoln Avenue
3534	Maechtle, Jacob S.	211 S. 7th Street
3547	Martin, Tyler J.	913 Frost Rd Apt. D, Howards Grove
3542	Methfessel, Ashley J.	2210 Erie Avenue
3566	Phippen, Ronald J.	1521 S. 9th Street
3545	Prieto, Alma D.	6412 Cty Road B, Belgium
3557	Prom, Emily K.	6968 Enge Dr., West Bend
3529	Roehl, Michael J.	602 Indian Mound Road
9898	Seipel, Andrew W.	20 Winnebago Place
3549	Steinbruecker, Luke J.	914 Ashland Avenue
3568	Strader, Jonathan L.	1134 Logan Avenue
9068	Voskuil, Cory A.	2708 S. 7th Street
3560	Weinfurter, Lynn M.	2518 MacArthur Avenue

CHANGE OF PREMISE

No.	Name	Address
1040	Brennans	1101 Michigan Avenue - Two day event 05/01/21 & 05/02/21 to include west and south parking lots in addition to current premises description.
3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 04/25/2021. Current premises description to include northeast corner of parking lot.

LHHS 4-14-21 Hold #3478 (revise application) Hold #3565 for denial Hold #2918 for denial

3404	Scenic Bar	1635 Indiana Avenue - One day event to be held 06/26/2021. Current premises description to include northeast corner of parking lot and east side of building.

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3479	Stefano's Slo Food Market (Stefano's Slo Food Market LLC)	729 Pennsylvania Avenue

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

No.	Name	Address
3481	El Durango (Miguel Olivas)	1423 Union Avenue

SIDEWALK CAFÉ (April 14, 2022) (RENEW)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3480	Arrosto Delicatessen	1418 N. 13th Street
1926	Il Ritrovo	515 S. 8th Street
1412	Trattoria Stefano	522 S. 8th Street
2427	Urbane	1231 N. 8th Street

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2021)

No.	Name	Address
2918	Bueno Jr., Oscar	3228 N. 27th Street
9643	Illarramendi, Mirella	1204 Georgia Avenue
3563	Kozicke Jr., David J.	1635 Division Avenue
1008	Montes, Rosalinda	626 Superior Avenue
2636	Moser, Michael P.	2201 Erie Avenue #C113
3565	Woods Jr., Linzey C.	9546 W. Circle Ct., Milwaukee

II

Other Matters

R. O. No. 179 - 20 - 21. By CITY CLERK. April 19, 2021.

Submitting various license applications for the period ending June 30, 2021, December 31, 2021, April 14, 2022, June 30, 2022, and June 30, 2023.

City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2022)(NEW)

No.	Name	Address
3583	Adema, Benjamin D.	820 Pennsylvania Avenue #205
3569	Allen, Melanie	2716 Savannah Circle Apt. A
3603	Barzano III, Anthony F.	935 Maricopa Drive, Oshkosh
1130	Brezonik, John J.	1120 Pershing Avenue
3596	Camarillo, Deborah	1251 Ashland Avenue
3601	Engeldinger, Abigail R.	1524 N. 8th Street Apt. A
1391	Hakkenberg, Savannah J.	N5201 County Rd A, Plymouth
3589	Heiberger, Kyle	2614 N. 10th Street
3585	Henrickson, Austin V.	2405 Johnston Dr. #11, Manitowoc
3592	King, Brenna K.	2546 Crosscreek Drive Apt. B
3573	Krause, Lawrence C.	W2596 River Edge Dr., Oostburg
4186	Schlichting, Denys A.	W6009 County Rd. F, Cascade
3604	Sellers, Shanika R.	1217 Lincoln Avenue
3602	Sieckman, Rose G.	2021 Saemann Avenue
3588	Smith, Aaron M.	1538 Main Avenue
3594	Smith, Matthew M.	2806 N. 11th Street Apt. 4
3598	Stewart, Nicole T.	913 High Avenue
3572	Snyder, Ricky D.	1903 S. 13th Street
2628	Yang, Mang	2017 N. 20th Street

BEVERAGE OPERATOR'S LICENSE (June 30, 2023)(RENEW)

No.	Name	Address
2282	Huibregtse, Michael J.	2702 Eisner Avenue

CHANGE OF AGENT

Susan Engler is replacing Matthew Rybarczyk as agent effective immediately for Blue Harbor Resort located at 725 Blue Harbor Drive.

Christopher Wegner is replacing Scott D. Van Straten as agent effective immediately for Wal-Mart Supercenter #1276 located at 3711 S. Taylor Drive.

LHMS
21-22

CHANGE OF PREMISE

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street - to include sidewalk café.

"CLASS A" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
2423	Wal-Mart Stores East, LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive

CLASS "A" LIQUOR LICENSE (June 30, 2021) (NEW)

No.	Name	Address
2944	Lesley's Tax Service Inc & Store (Lesley's Tax Service Inc & Store)	1427 N. 8th Street

CLASS "A" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
3147	Wisconsin CVS Pharmacy, LLC (CVS/Pharmacy #10549)	1108 N. 14th Street

"CLASS B" LIQUOR LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
2742	8th Street Ale Haus LLC (8th Street Ale Haus)	1132 N. 8th Street
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3363	Pinky's LLC (Pinky's)	2123 N. 15th Street
3325	Power Pubs, LLC (Sheboygan Biergarten)	511 Kiwanis Park Drive

CLASS "B" BEER LICENSE (June 30, 2022) (RENEW)

No.	Name	Address
3481	El Durango (Miguel Olivas)	1423 Union Avenue

SIDEWALK CAFE (April 14, 2022) (NEW)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th Street
3150	Craft 30	908 Michigan Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
3484	Jimmy Johns	506 S. 8th Street
3404	Scenic Bar I	1635 Indiana Avenue

TAXICAB DRIVERS LICENSE (December 31, 2021)(NEW)

No.	Name	Address
0093	Butler Jr., James D.	1630 S. 8th Street Apt. A
4447	Henning, Carey M.	1423 Greenfield Avenue

III

Other Matters

Res. No. 202 - 20 - 21. By Alderpersons Donohue and Bohren.
April 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Cancellation Agreement and Mutual Release in order to terminate the listing contract with CBRE, Inc. regarding SouthPointe Enterprise Campus.

RESOLVED: That the Director of Planning and Development is hereby authorized to execute the Cancellation Agreement and Mutual Release with CBRE, Inc., a copy of which is attached hereto and incorporated herein.

FAP
4-22

_____

_____

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

Cancellation Agreement & Mutual Release

The undersigned Parties agree that the Vacant Land Listing Contract and Exclusive Right to Sell Contract ("Contract") between the Parties dated January 9, 2019, related to the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin (the "Property") be canceled. The Parties are hereby released all of their right, title, and interest in and to the Contract, and any and all claims arising out of the transaction.

This Cancellation Agreement and Mutual Release (CAMR) shall be effective upon signature by each party on an identical copy of this CAMR (including signatures on separate but identical copies of the CAMR). By their signatures, each Party warrants that the signatory is authorized to sign this CAMR. Additionally, the agent signing on behalf of CBRE ("the Firm") warrants that he has obtained written consent of the agent's supervising broker pursuant to Lines 290-312. The Parties agree that there are no financial responsibilities remaining by the parties to each other and that the City of Sheboygan is free to market, sell, or re-list the Property as it sees fit with no duty to pay any commission or fee to the Firm.

CBRE, Inc.
Licensed Real Estate Broker

DocuSigned by:
By: Patrick Gallagher
ED73C1893169450...
Patrick Gallagher
Executive Vice President

OWNER:
City of Sheboygan

By: _____
Chad Pelishek
Director of Planning & Development