

*****ATTACHMENTS*****

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 7, 2021.

Your Committee to whom was referred R. O. No. 168-20-21 by City Clerk submitting a communication from Visit Sheboygan regarding various requests to the Common Council for Sheboygan Concerts and Freedom Fest Events; 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

44

R. O. No. 168. - 20 - 21. By CITY CLERK. March 15, 2021.

Submitting a communication from Visit Sheboygan regarding various requests to the Common Council for Sheboygan Concerts and Freedom Fest Events.

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CITY CLERK

Date: March 3, 2021

To: Meredith DeBruin, City Clerk
City of Sheboygan

Fr: Amy Wilson, President/CEO
Visit Sheboygan, Inc.

Re: Request to Common Council for Sheboygan Concerts and Freedom Fest Events

NOTE: In 2021, Freedom Fest activities will be held on Saturday, July 3, 2021, rather than July 4th, which falls on a Sunday.

Freedom Fest

As the coordinator of Sheboygan's Freedom Fest to be held Saturday, July 3, 2021, including the parade, events and Deland Park, and South Pier, Visit Sheboygan is requesting use of services and equipment from DPW and police departments. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to July 3, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park. Following events on July 3, assistance is requested for pick-up of same.

July 2, the fireworks company will be pre-staging fireworks on the Sheboygan Yacht Club property to be launched from a barge, given the current construction of South Pier. Visit Sheboygan will coordinate location and security of items with the fireworks company, DPW, and the Sheboygan Police and Fire Departments.

July 3, assistance with parade logistics and logistics and maintenance of Deland Parks and fireworks viewing areas along the lakeshore for the day.

Prior to July 3, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 3, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

- 7:00 a.m. Parade Line-up (Route: N. 8th St. at Center Ave., going north to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by Visit Sheboygan.
- 9:00 a.m. Parade Commences (Note: DPW is requested to set up tables and chairs for six judges at on N. 8th St. at Fountain Park.)
- 12:00 p.m. Deland Park festivities begin. (Entertainment tent with food and beverage sales. kids' area with inflatable amusements, volleyball tourney on beach.) Food concessions end not earlier than 7 p.m. but can remain open until fireworks conclude. Entertainment breaks for fireworks and ends at 11:00 p.m.

- 12:00 p.m. South Pier festivities include a partnership with Angler's Avenue to provide entertainment throughout the day/evening. Concessions also coordinated by Angler's Avenue.
- 4:00 p.m. Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company performed in Fountain Park.
- 9:30 p.m. Fireworks display from barge launch by yacht club.
- C: Chief Domagalski, Sheboygan Police Department
Chief Montellano, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

IV

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 7, 2021.

Your Committee to whom was referred R. O. No. 168-20-21 by City Clerk submitting a communication from Visit Sheboygan regarding various requests to the Common Council for Sheboygan Concerts and Freedom Fest Events; 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

4.4

R. O. No. 168. - 20 - 21. By CITY CLERK. March 15, 2021.

Submitting a communication from Visit Sheboygan regarding various requests to the Common Council for Sheboygan Concerts and Freedom Fest Events.

(PW)
AHP
file

CITY CLERK

Date: March 3, 2021

To: Meredith DeBruin, City Clerk
City of Sheboygan

Fr: Amy Wilson, President/CEO
Visit Sheboygan, Inc.

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C: Chief Domagalski, Sheboygan Police Department
Chief Montellano, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

III

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
April 7, 2021.

At its meeting on March 24, 2021, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3451 (Toby Corson) an extension until June 30, 2021 to open for business.

Toby Corson sold the business at 1034 Michigan Avenue to Irma Valdez on February 22, 2021 via Personal Representative's Deed. Irma Valdez appeared remotely before the committee and explained that she is making significant renovations to the building and should be able to open for business by June 30, 2021.

Your committee recommends that the common council grant an extension to Toby Corson under the continuation of business ordinance until June 30, 2021.

_____ 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

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 7, 2021.

Your Committee to whom was referred R. O. No. 169-20-21 by City Clerk submitting various license applications; recommends granting the license applications with (*) caveat.

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|--|
| 3524 | Canales, Aleyna | 2315 N. 15 th Street Apt. 1 |
| 3521 | Conto, Steven V. | 1202 N. 29 th Street |
| 4992 | Guenther, Nicole M. | 1427 Jefferson Avenue |
| 2391 | Lawrence, Michelle L. | 2825 N. Apache Road |
| 3520 | Pickard, Matthew J. | 21710 Schreiber Road, Kiel |
| 3522 | Uhyrek, Emily A. | 1021 N. 8 th Street #13 |

CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|---|
| *1936 | Black Pig | 821 N. 8 th Street - One day event 07/31/2021, in addition to current premises, alley way located between Niagara St. parking lot #14 and N. 8 th St. The ally way is connected to the south side of our building. The entrance for The Berkshire event space and Black Pig both directly lead out onto this space. |
| *3217 | Parker Johns BBQ & Pizza | 705 Riverfront Drive - 09/20/2021 - 09/26/2021 event to include the parking lot area north of Parker Johns building all the way to the sidewalk south of Olivada. |

*Contingent upon obtaining a Street Festival Permit.

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------|----------------------|
| 3478 | Bar 9 Bar 9 LLC | 1034 Michigan Avenue |

SIDEWALK CAFE (April 14, 2022) (RENEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|-------------------------------|
| 3412 | Local Press Eatery | 502 S. 8 th Street |
| 3435 | Nine-O-Two | 902 Indiana Avenue |
| 2604 | Z Spot Espresso & Coffee | 1024 Indiana Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------|---------------------------------|
| 3527 | Goetsch, Eric A. | 1416 N. 31 st Street |

_____ 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

9.1

R. O. No. 169 - 20 - 21. By CITY CLERK. March 15, 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)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|--|
| 3524 | Canales, Aleyna | 2315 N. 15 th Street Apt. 1 |
| 3521 | Conto, Steven V. | 1202 N. 29 th Street |
| 4992 | Guenther, Nicole M. | 1427 Jefferson Avenue |
| 2391 | Lawrence, Michelle L. | 2825 N. Apache Road |
| 3520 | Pickard, Matthew J. | 21710 Schreiber Road, Kiel |
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CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|---|
| 1936 | Black Pig | 821 N. 8 th Street - One day event 07/31/2021, in addition to current premises, alley way located between Niagara St. parking lot #14 and N. 8 th St. The ally way is connected to the south side of our building. The entrance for The Berkshire event space and Black Pig both directly lead out onto this space. |
| 3217 | Parker Johns BBQ & Pizza | 705 Riverfront Drive - 09/20/2021 - 09/26/2021 event to include the parking lot area north of Parker Johns building all the way to the sidewalk south of Olivada. |

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------|----------------------|
| 3478 | Bar 9 Bar 9 LLC | 1034 Michigan Avenue |

AAPS

SIDEWALK CAFE (April 14, 2022) (RENEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|-------------------------------|
| 3412 | Local Press Eatery | 502 S. 8 th Street |
| 3435 | Nine-O-Two | 902 Indiana Avenue |
| 2604 | Z Spot Espresso & Coffee | 1024 Indiana Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------|---------------------------------|
| 3527 | Goetsch, Eric A. | 1416 N. 31 st Street |

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 7, 2021.

Your Committee to whom was referred Res. No. 189-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into an Engineering Services Agreement with Erickson Engineering Co., LLC regarding the design of the trail bridge at Evergreen Park crossing the Pigeon River; 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

Other Matters

9.2

Res. No. 189 - 20 - 21. By Alderpersons Dekker and Sorenson.
March 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Engineering Services Agreement with Erickson Engineering Co., LLC regarding the design of the trail bridge at Evergreen Park crossing the Pigeon River.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into the attached agreement with Erickson Engineering Co., LLC ("Erickson Engineering") for the design of the trail bridge at Evergreen Park crossing the Pigeon River.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$5,000, from Account No. 10153000-521900 for the Engineering Services Agreement with Erickson Engineering.

Post
adopt

Margy Rowland

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



**ERICKSON
ENGINEERING**

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344
ph 952-929-6791, 800-545-8020
fx 952-929-2909

info@ericksonengineering.com
www.ericksonengineering.com

Tom Wilson, P.E., Vice President
612-249-0839
twilson@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

CITY OF SHEBOYGAN
and
ERICKSON ENGINEERING CO., LLC

for trail bridge at Evergreen Park
crossing the Pigeon River

Erickson Engineering Agreement 21025, March 15, 2021

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A PROJECT DESCRIPTION

The City of Sheboygan is planning to replace a trail bridge in Evergreen Park crossing the Pigeon River. The new bridge will consist of a single-span steel truss superstructure supported on timber abutments founded on timber piling. The anticipated length of the bridge will be approximately 65 ft. The actual length will be determined after completion of the hydraulic analysis and preliminary design.

Erickson Engineering will perform a hydraulic analysis of the new bridge crossing and prepare preliminary design information (dimensions, low member elevation, deck elevation) of the structure.

B SERVICES

In this document, "Client" refers to City of Sheboygan and "Consultant" refers to Erickson Engineering Co., LLC.

The Consultant agrees to provide the following services to the Client in connection with the aforementioned project, according to the terms of this agreement.

1.0 Hydraulic Analysis

1.1 The Consultant shall prepare a hydraulic flood analysis for the proposed bridge crossing. The analysis will contain data required by State and Federal agencies related to stream flow, water surface elevations, velocities, flood stage increase, and scour. The proposed bridge will be sized to produce no stage increase compared to the existing condition. The hydraulic analysis will be based on steady, gradually varied peak flow conditions for all flood frequency events analyzed. The analysis will not include preparation of a Letter of Map Revision (LOMR), if required.

2.0 Preliminary Design

2.1 The Consultant shall prepare and submit to the Client preliminary design information for the proposed trail bridge. The preliminary design information will include dimensions, low member elevation, and deck elevation.

C COMPENSATION

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

| Services | Estimated Fee |
|----------------------------------|--------------------|
| 1.0 Hydraulics Analysis | \$ 4,500.00 |
| 2.0 Preliminary Design | \$ 500.00 |
| TOTAL FEE (Not to Exceed) | \$ 5,000.00 |

Conditions and Payment Schedule

Upon completion of the work, the Consultant shall send an invoice to: Ryan Sazama, City of Sheboygan Department of Public Works, 2026 New Jersey Ave., Sheboygan, WI 53081. The Client shall remit payment to the Consultant within sixty days of receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

| <u>Task</u> | <u>Completion Date</u> |
|-----------------------------|--------------------------------|
| 1.0 Hydraulic Analysis..... | 4 weeks from receipt of survey |
| 2.0 Preliminary Design..... | 4 weeks from receipt of survey |

E TIME AND MATERIALS RATES

| TITLE | RATE / HR |
|---|--------------------------------------|
| Vice President | \$ 180.00 |
| Engineering Manager | \$ 175.00 |
| Senior Project Engineer / Project Manager | \$ 110.00 - \$ 130.00 |
| Project Engineer | \$ 90.00 - \$ 110.00 |
| Design Engineer | \$ 80.00 |
| Senior Technician | \$ 125.00 |
| Engineering Technician | \$ 80.00 - \$ 90.00 |
| Certified Inspector | \$ 90.00 - \$ 100.00 |
| Mileage Rate | \$ 0.56 / mile |
| Lodging | \$ Actual Cost (room charge / night) |

Rates may be adjusted annually to reflect cost of living increases.

F GENERAL CONDITIONS

I Scope of Professional Engineering Services

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

II Responsibilities of the Consultant

The Consultant shall be responsible for completion of the services described in section B Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care").

In performing the services described in Section B Services, Consultant shall comply with applicable federal, state, and local statutes, ordinances, plans, and regulations in effect at the time of services.

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

III Responsibilities of the Client

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

IV Other Damages

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

V Termination

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

VI Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

VII Wisconsin Public Records Law

The Consultant and the Client understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. The Consultant acknowledges it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that failure to do so shall constitute a material breach of contract. Except as otherwise authorized by the Client's Director of Public Works, those records shall be maintained for a period of seven (7) years after receipt of final payment under this contract.

VIII Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

IX Conflict of Interest Statement

The Consultant declares that, to the best of its knowledge and belief, it has no present interest which would conflict with the performance of the services described in section B Services, nor shall it acquire any interest – direct or indirect – which would conflict with the performance of the services described in section B Services. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

X Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

XI Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

XII Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

XIII Applicable Law

The laws of the State of Wisconsin will govern this agreement.

XIV AA / EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

XV Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

G AUTHORIZATION

The Client and the Consultant agree as set forth above.

For the Client:

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

For the Consultant:

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344

Signature

Title

Date



Thomas J. Wilson, P.E.

Vice President
Title

March 15, 2021
Date

IX

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 7, 2021.

Your Committee to whom was referred Gen. Ord. No. 42-20-21 by Alderpersons Sorenson and Dekker repealing and recreating various sections of Article III of Chapter 26 of the Municipal Code, entitled "Electrical."; 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

I

7.2

Gen. Ord. No. 42 - 20 - 21. By Alderpersons Sorenson and Dekker.
March 15, 2021.

AN ORDINANCE repealing and recreating various sections of Article III of Chapter 26 of the Municipal Code, entitled "Electrical."

WHEREAS, the State of Wisconsin has informed the City of Sheboygan that it meets all of the requirements pursuant to the Wisconsin Administrative Code to exercise jurisdiction over the inspection of electrical wiring installations at farms, public buildings, places of employment, campgrounds, manufactured home communities, public marinas, piers, docks, wharves, and recreational vehicle parks; and

WHEREAS, as such, the State of Wisconsin Department of Safety and Professional Services ("Department") has delegated to the City the primary responsibility to perform commercial electrical permitting and inspecting for all installations under Wis. Admin. Code § SPS 316.012(1)(a) to be constructed within the limits of the City, with the exception of state-owned buildings; and

WHEREAS, the Department has identified modifications to the City's electrical code it is suggesting in light of updates to the Wisconsin Administrative Code.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 26-229 of the Municipal Code entitled "Emergency work" is hereby repealed and recreated to read as follows:

"Sec. 26-229. - Emergency work.

In emergency work, the owner of the premises where the installation is to occur or their agent shall submit a permit application for the installation to the electrical inspector on forms furnished by the inspector by no later than the next business day after commencement of the installation. Such work shall be performed in accordance with the provisions of this article."

Section 2. Section 26-257 of the Municipal Code is hereby repealed and recreated in subsection (b) thereof to read as follows:

RHS

"Sec. 26-257. - Required.

. . .

- (b) When any electrical work for which a permit has been issued is not started within twelve months from the date of the issuance of the permit, or if, after starting, there is a cessation of such work of more than twelve months, the permit shall lapse and be void, and no electrical work shall begin or resume until a new permit is obtained and fees paid.

. . ."

Section 3. Section 26-258 of the Municipal Code is hereby amended to add subsection (c) thereof to read as follows:

"Sec. 26-258. - Annual plant permits.

. . .

- (c) Notwithstanding the provisions of this section, no inspection shall be required of any installation, repair, or maintenance of electrical wiring within an existing industrial facility or an existing manufacturing facility unless the plan for the installation, repair, or maintenance is required to be examined under Wis. Stats. § 101.12 (2) by the department or by a municipality that has its examinations accepted by the department under Wis. Stats. § 101.12 (3) (a), (am), or (b)."

Section 4. Section 26-259(a)(8) of the Municipal Code is hereby repealed.

Section 5. Section 26-259 of the Municipal Code is hereby amended in subsection (b) thereof to read as follows:

"Sec. 26-259. - Exemptions.

. . .

- (b) All work performed under the exceptions provided in subsections (a)(2) through (7) of this section shall be performed in full compliance with this article."

Section 6. 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

II

R. O. No. 172 - 20 - 21. By CITY CLERK. April 7, 2021.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSES

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------------|----------------------------------|
| 3462 | Breckinridge Outdoor Service | W2220 County Road O, Sheb. Falls |

Temporary Class B License

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------------|--|
| 1842 | Early Bird Rotary Foundation | PO Box 64 - One day event to be held 07/16/2021 at Fountain Park to include beer and wine. |

TEMPORARY BEVERAGE OPERATOR'S LICENSE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------|--------------------|
| 8883 | Hayward, Mary C. | 427 Clifton Avenue |

II

R. O. No. _____ - 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.

FAP

CITY CLERK

STATE OF WISCONSIN
TAX APPEALS COMMISSION

SHEBOYGAN PAPER BOX CO,

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

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

ACKNOWLEDGMENT
OF RECEIPT

Respondent.

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.

Sheboygan Paper Box Co

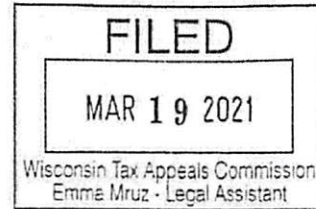
PETITION FOR REVIEW OF
DETERMINATION BY STATE BOARD OF
ASSESSORS FOR MANUFACTURING
PROPERTY

(Personal Property Assessment)
(Real Property Assessment)
(Manufacturing Penalty Assessment)

Petitioner,

vs.

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



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

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

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:

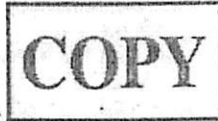
Dated: March 15, 2021

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



VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

AND:

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

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

| | <u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u> | <u>REVISED 2020 FULL VALUE ASSESSMENT</u> | <u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u> | <u>REVISED 2020 EQUATED VALUE ASSESSMENT</u> |
|-------------|--|---|---|--|
| 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

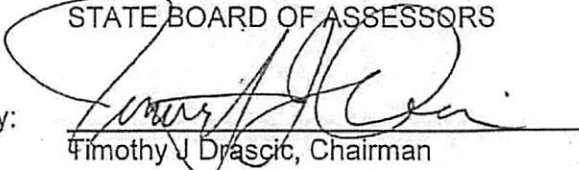
APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 26th day of 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

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 (\$) |
| <i>Land</i> | \$157,900 | \$157,900 | \$0 |
| <i>Improvements</i> | \$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

Binh Hua, WI Certified Assessor 2

2/9/2021

Date

Attachments
BOA # 81-169-REO-20

Notice of Real Property Assessment.....A-1

Form of ObjectionA-2

DOR 2018 Sales Comparison Approach to ValueA-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 326
SHEBOYGAN WI 53082-0326

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. | 59281918401 |
| Site description | Sheboygan TID 17 |
| Site address | 716 Clara Ave |
| School code | 595271 |
| Special districts | TID#017 |

| | | |
|--------------|-----------|------------------|
| 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 mfg181@wisconsin.gov or (920) 448-5191.

MFGAA102/11 (R. 03-18)

See other side for appeal procedures

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(3)(b)1 and sec. 70.995(3)(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

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

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 (for assessment notice) Sheboygan Paper Box Co | | Taxation district (check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City | County |
| Mailing address 716 Clara Ave, PO Box 326 | | Street address of property 716 Clara Ave | |
| City Sheboygan | State WI | Zip 53082 | City Sheboygan |
| | | State WI | Zip 83082 |

Section 3: Contact Information

| | | | |
|---|--------------------|--|--|
| Name / title (owner, agent, officer) Robert Hill / Robert Wentzel | | Company name Robert Hill Law, Ltd. / Alliance Property Consultants | |
| Mailing address 1161 Wayzala Blvd E, #399 | | Phone (952) 426 - 7373 | Fax () - |
| City Wayzala | State MN | Zip 55391 | Email bob@roberthilllaw.com / karl@roberthilllaw.com |

Section 4: Assessment Information and Opinion of Value

| | | |
|---|---|--|
| Date of Real Estate Assessment Notice (mm - dd - yyyy) 06 - 08 - 2020 | State ID no. (for notice) 8 1 5 9 2 8 1 R 0 0 0 0 1 3 2 9 | Local parcel no. 59281318401 |
| Assessment as shown on notice - Total \$ 2,604,900 | Your opinion of value - Total \$ 1,441,000 | |

Section 5: Reason for Objection and Basis of Estimate

| | |
|---|--|
| Reason(s) for objection: (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. | Basis for your opinion of value: (Attach additional sheets if needed) 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.

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

For Department Use Only

BOA # **21-169-REO-20**



DOR 2018 Sales Comparison Approach to Value

AA: 81 COUNTY #: 50 Munic. #: 281
 COMPUTER OR PARCEL NO: 60281E+10 Parcel #: 00000135
 OWNER'S NAME: SHEBOYGAN PAPER BOX CO
 STATUS ADDRESS: 718 Clara Ave

2018 Sales Comparison Approach Report
 Green Bay District
 Manufacturing Assessment - WI Dept of Revenue

Appraiser: rpg

Date: 5/10/2018

Comments:

SALES COMPARISON INDICATOR

| ITEM | SUBJECT | SALE #1 | SALE #2 |
|------------------|-----------|---------------------|--------------------|
| SALE ID # | | 14-81-833-3 | 16-78-081-2 |
| COUNTY | SHEBOYGAN | 50 - SHEBOYGAN CO | 23 - JEFFERSON CO |
| MUNICIPALITY | SHEBOYGAN | C SHEBOYGAN | C FORT ATKINSON |
| ADDRESS OF COMPS | | 1828 Oakland Avenue | 801 W Rockwood Ave |
| COMM / NEIGH | | 2 | 3 |
| FRAC/LAND VALUE | 3.347 | 2 | 2 |
| IMP \$ SP | | 1,754,230 | 3,824,110 |
| IMP \$/SF | | 13.26 | 23.20 |
| # MONTHS | | 21 | 21 |
| TAX 1 SP | | 0.0% | 0.0% |
| | | \$11.00 | \$13.20 |
| | | 0.0% | 0.0% |
| | | 0.0% | 0.0% |

| ATTRIBUTES | DESCR1N | DESCR2N | ADJ1 | DESCR3N | ADJ2 |
|--------------------|---------|---------|-------|---------|-------|
| IMP. SF. | 115,202 | 128,708 | X | 158,823 | X |
| EFFECTIVE AGE | 22 | 26 | X | 24 | X |
| FRAME | 3 | 3 | X | 2 | X |
| WALL | 7 | 2 | X | 5 | X |
| HQ. STYS. | 1 | 1 | X | 1 | X |
| SIC RATIO | 1.1 | 1.5 | X | 5.2 | X |
| COMMUNITY RATE | 2 | 2 | X | 3 | X |
| NEIGHBORHOOD RATE | 3 | 2 | X | 2 | X |
| PHYSICAL RES. | Fair | 40 | X | 60 | X |
| FUNCTIONAL RES. | 65 | 65 | X | 55 | X |
| LOCATION RES. | 65 | 82 | X | 65 | X |
| OTHER ECD. RES. | 100 | 100 | X | 100 | X |
| OFFICE % | 8.0 | 8 | X | 8 | X |
| HEIGHT | 17 | 21 | X | 13 | X |
| USE (SIC CODE) | 2057 | 3400 | X | 2010 | X |
| SPRINKLER % | 100.0 | 100 | | 60 | |
| ADJUSTMENTS | | | | | |
| CONDITION | 67 | 45 | 2.32 | 60 | -1.16 |
| LOCATION RES. | 65 | 82 | 0.44 | 65 | 0.00 |
| OFFICE % | 8 | 8 | -0.15 | 8 | -0.23 |
| HEIGHT | 17 | 21 | -1.17 | 13 | -0.83 |
| | | | 0.00 | | 0.00 |
| Size | | | 0.00 | | 0.00 |
| Site Coverage | | | 0.00 | -8 | -1.18 |
| Quality | | | 0.00 | | 0.00 |
| Layout & Design | | | 0.00 | | 0.00 |
| Scrubbers | | | 0.00 | -5 | -1.15 |
| | | | 0.00 | | 0.00 |

| | | | |
|------------------------|--|--------|--------|
| GRS ADJ. % | | 28.43% | 10.90% |
| GRS ADJ. \$/sf | | 4.14 | 4.64 |
| NET ADJ. \$/sf | | 1.50 | 4.54 |
| ADJUSTED SALE PRICE/SF | | 10.04 | 18.82 |
| GROSS WTS | | 0.41 | 0.59 |

| | | |
|-----------------------------|-------------|---------|
| Land Previous Assmt / Acres | \$151,300 | 3.347 |
| Imps Previous Assmt / SF. | \$910,120 | 107,504 |
| Total Price Assessment | \$1,061,420 | |

| SALES COMPARISON INDICATED VALUE | | COMPARABILITY INDEX | |
|----------------------------------|--------------|---------------------|----|
| UNIT VALUE PER SQUARE FOOT | \$ 17.56 | WTGA % | 23 |
| IMPROVEMENT VALUE | 2,379,720 | COMP COV% | 7 |
| MARKET VALUE OF THE PROPERTY | \$ 2,529,028 | AVE GS AM | 24 |
| | | UNADJ. COV% | 23 |
| | | TOP COV% | 49 |

2018 SCAR-50-281-R000001328-Sheboygan Paper Box Co-28m

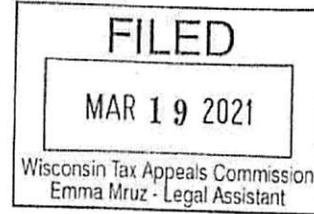
Sheboygan Paper Box Co

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

Petitioner,

vs.

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



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 11 th 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:

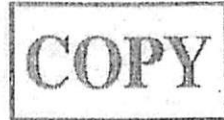
Dated: March 15, 2021

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



VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO: AND:
SHEBOYGAN PAPER BOX CO MEREDITH DEBRUIN - CLERK
716 CLARA AVE C SHEBOYGAN
PO BOX 326 828 CENTER AVE
SHEBOYGAN WI 53082-0326 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

| | <u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u> | <u>REVISED 2020 FULL VALUE ASSESSMENT</u> | <u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u> | <u>REVISED 2020 EQUATED VALUE ASSESSMENT</u> |
|-------------|--|---|---|--|
| 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.

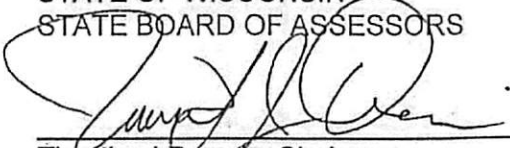
You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

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 Drasofc, Chairman

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 # | 81-170-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. 11 th 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 (\$) |
| <i>Land</i> | \$60,200 | \$60,200 | \$0 |
| <i>Improvements</i> | \$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 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

Binh Hua, WI Certified Assessor 2

Date

2/9/2021

Attachments
BOA # 81-170-REO-20

Notice of Real Property Assessment.....A-1
Form of ObjectionA-2
DOR 2018 Sales Comparison Approach to ValueA-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 326
SHEBOYGAN WI 53082-0326

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

| | |
|-------------------|----------------------|
| Notice date | Jun 08, 2020 |
| State ID no. | 81-59-281-RC00001381 |
| 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 mfgtel@wisconsin.gov or (920) 448-5101.

MF00A10374 (R 01-18)

See other side for appeal procedures

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 (SBA).

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(3)(b)1 and sec. 70.996(8)(d), Wis. Stats.)

Your appeal is considered timely filed if one of the following occurs:

- The SBA 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 8-97, Madison WI 53708-8971

Form of Objection

Form
PA-132

Objection to Manufacturing Real Estate Assessment

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

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 (for assessment notice) Sheboygan Paper Box Co | | Taxation district (check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City | County Sheboygan |
| Mailing address 716 Clara Ave, PO Box 326 | | Street address of property 728 S 11th St | |
| City Sheboygan | State WI | Zip 53082 | City Sheboygan |
| | State WI | Zip 83082 | |

Section 3: Contact Information

| | | | |
|---|--------------------|--|--|
| Name / title (owner, agent, officer) Robert Hill / Robert Wentzel | | Company name Robert Hill Law, Ltd. / Alliance Property Consultants | |
| Mailing address 1161 Wayzata Blvd E, #399 | | Phone (952) 426 - 7373 | Fax () - |
| City Wayzata | State MN | Zip 55391 | Email bob@roberthilllaw.com / kari@roberthilllaw.com |

Section 4: Assessment Information and Opinion of Value

| | | |
|---|---|--|
| Date of Real Estate Assessment Notice (mm dd yyyy) 06 - 08 - 2020 | State ID no. (unreported) 8, 1, 5, 9, 2, 8, 1 R 0, 0, 0, 0, 0, 1, 3, 8, 1 | Local parcel no. 59281503920 |
| Assessment as shown on notice - Total \$ 716,500 | Your opinion of value - Total \$ 360,000 | |

Section 5: Reason for Objection and Basis of Estimate

| | |
|---|--|
| <p>Reason(s) for objection: (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.</p> | <p>Basis for your opinion of value: (Attach additional sheets if needed) Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.</p> |
|---|--|

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 () - |
|----------------|-----------------------------|----------------|--------------------------|

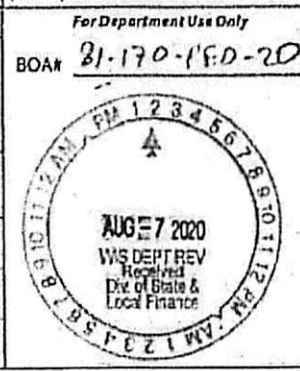
Section 6: Submitting Additional Information

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) Robert A. Hill | Date 08 - 06 - 2020 |
| | Signature <i>Robert A. Hill</i> | |
| | Company or title Robert Hill Law, Ltd. | |



DOR 2018 Sales Comparison Approach to Value

AA: 81 COUNTY #: 29 Munic. #: 281 2018 Sales Analysis & Reconciliation Report
 COMPUTER OR PARCEL NO: 54022E+10 Parcel: 000001381 Green Bay District
 OWNER'S NAME: SHEBOYGAN PAPER BOX CO Manufacturing Assessment - WI Dept of Revenue
 SITES ADDRESS: 728 S 11th St

Appraiser: mpp

Date: 5/10/2018

SALES COMPARISON INDICATOR

| ITEM | SUBJECT | SALE #1 | SALE #2 |
|------------------|-----------|-------------------|--------------------|
| SALEID # | | 14-81-003-2 | 13-81-007-2 |
| COUNTY | SHEBOYGAN | WI - WINNEBAGO CO | WI - GREEN LAKE CO |
| MUNICIPALITY | SHEBOYGAN | C OSHKOSH | C GREEN LAKE |
| ADDRESS OF COMPS | | 2728 Oregon St | 750 South Street |
| COVRI / DEIGH | | 2 | 4 |
| FRACRESORVAGE | 1.270 | 2 | 3 |
| IMP 1 SP | | 582,461 | 1,514,000 |
| IMP 2 SP | | \$ 94.13 | \$ 17.72 |
| IMP 3 SP | | | |
| IMP 4 SP | | | |
| IMP 5 SP | | | |
| IMP 6 SP | | | |
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| IMP 100 SP | | | |

Comments:

| ATTRIBUTES | DESCRIN | DESCRIN | ADJMT | DESCRIN | ADJMT |
|------------------------|---------|---------|-------|---------|-------|
| IMP_SF | 45,030 | 41,250 | X | 57,265 | X |
| EFFECTIVE AGE | 27 | 25 | X | 30 | X |
| FRAME | 3 | 4 | X | 3 | X |
| WALL | 7 | 6 | X | 7 | X |
| NO. STYS. | 1 | 1 | X | 1 | X |
| SIC RATIO | 1.2 | 6.9 | X | 3.0 | X |
| COMMUNITY RATE | 2 | 2 | X | 4 | X |
| NEIGHBORHOOD RATE | 2 | 2 | X | 3 | X |
| PHYSICAL RES. | Fair | 50 | X | 50 | X |
| FUNCTIONAL RES. | 60 | 65 | X | 60 | X |
| LOCATION RES. | 60 | 65 | X | 60 | X |
| OTHER ECO. RES. | 100 | 100 | X | 100 | X |
| OFFICE % | 3.0 | 1.0 | X | 6.8 | X |
| HEIGHT | 24 | 13 | X | 20 | X |
| USE (SIC CODE) | 2070 | 3710 | X | 2023 | X |
| SPRINKLER % | 100.0 | 100 | | 100 | |
| ADJUSTMENTS | | | | | |
| CONDITION | -43 | 35 | 1.80 | 50 | -8.25 |
| LOCATION RES. | 60 | 65 | -1.31 | 60 | 1.15 |
| OFFICE % | 3 | 1.0 | 0.22 | 6.8 | -0.71 |
| HEIGHT | 24 | 13 | 2.43 | 20 | -1.45 |
| Size | | | 0.00 | | 0.00 |
| Site Coverage | | -10 | -1.05 | -10 | -1.05 |
| Quality | | | 0.00 | | 0.00 |
| Layout & Design | | -10 | -1.05 | -10 | -1.05 |
| Speakers | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| GRS ADJ % | | 55.80% | | 68.60% | |
| GRS ADJ \$/sf | | 8.64 | | 12.83 | |
| NET ADJ \$/sf | | -0.04 | | -0.13 | |
| ADJUSTED SALE PRICE/SF | | 15.58 | | 12.48 | |
| GROSS WTS | | 0.55 | | 0.45 | |

| | | |
|-----------------------------|-----------|--------|
| Land Previous Assmt / Acres | \$18,100 | 1.270 |
| Impri Previous Assmt / SF: | \$355,400 | 45,030 |
| Total Prior Assessment: | \$373,500 | |

| SALES COMPARISON INDICATED VALUE | | COMPARABILITY INDEX | |
|----------------------------------|------------|---------------------|----|
| UNIT VALUE PER SQUARE FOOT | \$ 94.18 | WTGA % | 22 |
| IMPROVEMENT VALUE | \$37,175 | COMP COV% | 11 |
| MARKET VALUE OF THE PROPERTY | \$ 635,675 | AVE GS AM | 22 |
| | | UNADJ. COV% | 8 |
| | | TOP COV% | 20 |

2018 SCAR-59-281-R000001381-Sheboygan Paper Box

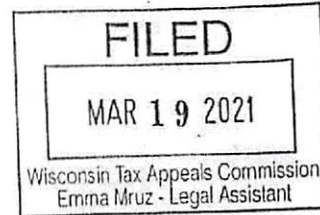
Sheboygan Paper Box Co

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

Petitioner,

vs.

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



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

| | |
|--|--|
| <p>1. Full name, address & telephone number of petitioner:</p> <p>Sheboygan Paper Box Co 716 Clara Ave PO Box 326 Sheboygan, WI 53082</p> | <p>2. Computer nos. shown on Assessment notice:</p> <p>81-59-281-R-000001391</p> |
| <p>3. Address of personal property:</p> <p>1137 Illinois Ave Sheboygan, WI</p> | <p>4. Assessment date:</p> <p>2020</p> |

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:

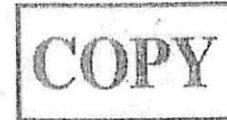
Dated: March 15, 2021

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



VS
WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO: AND:
SHEBOYGAN PAPER BOX CO MEREDITH DEBRUIN - CLERK
716 CLARA AVE C SHEBOYGAN
PO BOX 326 828 CENTER AVE
SHEBOYGAN WI 53082-0326 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

| | <u>ORIGINAL 2020 FULL VALUE ASSESSMENT</u> | <u>REVISED 2020 FULL VALUE ASSESSMENT</u> | <u>ORIGINAL 2020 EQUATED VALUE ASSESSMENT</u> | <u>REVISED 2020 EQUATED VALUE ASSESSMENT</u> |
|-------------|--|---|---|--|
| 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.

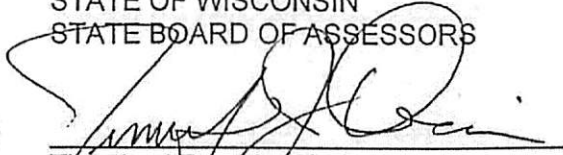
You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

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

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 las@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 # | 81-171-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

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 | \$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 (\$) |
| <i>Land</i> | \$65,900 | \$65,900 | \$0 |
| <i>Improvements</i> | \$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

Binh Hua, WI Certified Assessor 2

2/9/2021

Date

Attachments
BOA # 81-171-REO-20

Notice of Real Property Assessment.....A-1
Form of ObjectionA-2
DOR 2018 Sales Comparison Approach to ValueA-3

Notice of Real Property Assessment

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 12B
Green Bay, WI 54301-5100

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
PO BOX 32B
SHEBOYGAN WI 53082-032B

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.: 000001391
Local parcel no.: 59261508080
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 mfgelb1@wisconsin.gov or (920) 448-5181.

MFGAA103WA (R. 03-18)

See other side for appeal procedures

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 \$48 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 6-87, Madison WI 53708-8971

Form of Objection

Form
PA-132

Objection to Manufacturing Real Estate Assessment

Wisconsin
Department of Revenue

■ Complete all sections ■ See Filing Requirements on page 2

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 (for assessment notice) Sheboygan Paper Box Co | | Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City | County |
| Mailing address 716 Clara Ave, PO Box 326 | | Street address of property 1137 Illinois Ave | |
| City Sheboygan | State WI | Zip 53082 | City Sheboygan |
| | | | State WI |
| | | | Zip 83082 |

Section 3: Contact Information

| | | | |
|---|--------------------|--|--|
| Name / title (owner, agent, officer) Robert Hill / Robert Wentzel | | Company name Robert Hill Law, Ltd. / Alliance Property Consultants | |
| Mailing address 1161 Wayzata Blvd E, #399 | | Phone (952) 426 - 7373 | Fax () - |
| City Wayzata | State MN | Zip 55391 | Email bob@roberthilllaw.com / kari@roberthilllaw.com |

Section 4: Assessment Information and Opinion of Value

| | | |
|---|---|--|
| Date of Real Estate Assessment Notice (mm-dd-yyyy) 06-08-2020 | State ID no. (for notice) 8 1 5 9 2 8 1 R 0 0 0 0 0 1 3 9 1 | Local parcel no. 59281506060 |
| Assessment as shown on notice - Total \$ 702,200 | Your opinion of value - Total \$ 340,000 | |

Section 5: Reason for Objection and Basis of Estimate

| | |
|---|--|
| <p>Reason(s) for objection: (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.</p> | <p>Basis for your opinion of value: (Attach additional sheets if needed) Sales of comparable properties of similar size and construction type indicate that the market value of this property should be reduced.</p> |
|---|--|

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) Robert A. Hill | Date 08 - 06 - 2020 |
| | Signature <i>Robert A. Hill</i> | |
| | Company or title Robert Hill Law, Ltd. | |

For Department Use Only

BOA# 81-171-REO-20



PA-132 (R. 6/18)

7/20-08-08

DOR 2018 Sales Comparison Approach to Value

AAC: 81 COUNTY #: 50 Maria #: 231
 COMPUTER OR PARCEL NO: 5.8213E10 Parcel: 00000197
 OWNERS NAME: SHEBOYGAN PAPER BOX CO
 SITUS ADDRESS: 1137 Illinois Ave
 2018 Sales Analysis & Reconciliation Report
 Given Day District
 Manufacturing Assessment - 700 Dept of Revenue

Appraiser: mpp

Date: 3/12/2018

SALES COMPARISON INDICATOR

| ITEM | SUBJECT | SALE #1 | SALE #2 |
|------------------|-----------|----------------|-------------------|
| SALE ID # | | 15-81-027-2 | 14-81-203-2 |
| COUNTY | SHEBOYGAN | 05 - BROWN CO | 73 - WISCONSIN CO |
| MUNICIPALITY | SHEBOYGAN | C GREEN BAY | C OSHKOSH |
| ADDRESS OF COMPS | | 2nd Ellison Rd | 2729 Oregon St |
| COMM FRSH | | 2 | 2 |
| SALE PRICE | 1,300 | \$1,200 | \$1,300 |
| IMP \$ SF | | \$7.43 | \$1.13 |
| IMP CRSF | | 3 | 35 |
| QNTMERS | | 2.0% | 2.0% |
| TADL \$P | | \$11.55 | \$11.54 |

Comments

| ATTRIBUTES | DESCRIB | DESCRIB | ADJMT | DESCRIB | ADJMT |
|--------------------|---------|---------|-------|---------|-------|
| IMP SF | 34000 | 31700 | X | 41200 | X |
| EFFECTIVE AGE | 37 | 31 | X | 25 | X |
| FRAME | 4 | 3 | X | 4 | X |
| WALL | 7 | 3 | X | 3 | X |
| NO. STYS. | 1 | 1 | X | 1 | X |
| SQ RADIO | 1.6 | 1.5 | X | 1.5 | X |
| COMMUNITY RATE | 2 | 2 | X | 2 | X |
| NEIGHBORHOOD RATE | 3 | 2 | X | 2 | X |
| PHYSICAL RES. | Fair | 60 | X | 39 | X |
| FUNCTIONAL RES. | | 65 | X | 65 | X |
| LOCATION RES. | | 100 | X | 68 | X |
| OTHER ECO. RES. | | 100 | X | 100 | X |
| OFFICE % | | 8.7 | X | 1.6 | X |
| HEIGHT | | 21 | X | 15 | X |
| USE (SIC CODE) | 280 | 270 | X | 370 | X |
| SPRINKLER % | 100.0 | 0 | | 100 | |
| ADJUSTMENTS | | | | | |
| CONDITION | 20 | -20 | 4.30 | 20 | 4.33 |
| LOCATION RES | 60 | -1.81 | 0.25 | -1.84 | |
| OFFICE % | 0 | 8.7 | -1.60 | 1.6 | -0.25 |
| HEIGHT | 35 | 21 | -0.37 | 15 | 1.24 |
| Size | | | 0.00 | | 0.00 |
| Site Coverage | | -10 | -1.51 | -10 | -1.05 |
| Quality | | | 0.00 | | 0.00 |
| Layout & Design | | | 0.00 | | 0.00 |
| Sprinklers | | 5 | 0.02 | | 0.05 |
| | | | 0.00 | | 0.00 |

| | | | |
|------------------------|--|--------|--------|
| GRS ADJ % | | 53.82% | 55.72% |
| GRS ADJ \$/sf | | 11.10 | 1.25 |
| NET ADJ \$/sf | | -0.14 | 2.53 |
| ADJUSTED SALE PRICE/SF | | 11.21 | 13.12 |
| GROSS WTS | | 0.48 | 0.52 |

| | | |
|-------------------------------|-----------|--------|
| Land Previous Assesmt / Acres | 160,140 | 1,300 |
| Impr Previous Assesmt / SF | 1,916,800 | 34,000 |
| Total Prior Assessment | 1,600,000 | |

COMPARABILITY INDEX

| | | | | | | |
|------------------------------|----|---------|-----------|----|-------------|----|
| UNIT VALUE PER SQUARE FOOT | \$ | 13.17 | WTGA % | 55 | URBADI COV% | 8 |
| IMPROVEMENT VALUE | | 617,760 | COMP COV% | 0 | TOP COV% | 24 |
| MARKET VALUE OF THE PROPERTY | \$ | 681,760 | AVERAGE % | 55 | | |

2018 SCAR-50-281-RC00001391-Sheb Paper Box (1137 Illinois Ave)

II

R. O. No. _____ - 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.

FAP

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 apologized 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

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue. April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the rules are being suspended because the Sheboygan Area School District wishes to begin use of Maywood on April 13, 2021.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

*Suspend
Adopt*

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

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on April 13, 2021 and ends at 3:00 p.m. on May 27, 2021.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$2,100. for the entire term of the Lease (the "Rent").

7. SASD will pay half of the Rent by check on or before the date of the beginning of the term of this Lease. The remaining half of the Rent shall be paid by check by May 1, 2021. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of April, 2021.

City of Sheboygan

Michael J. Vandersteen, Mayor

Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.

David Kuckuk, Director

Sheboygan Area School District

Seth Harvatine, Superintendent

LEASE AGREEMENT

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("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

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Sheboygan Area School District (SASD)

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41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 14th day of April, 2021.

City of Sheboygan



Michael J. Vandersteen, Mayor



Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.



David Kuckuk, Director

Sheboygan Area School District



Seth Harvatine, Superintendent

III

Res. No. _____ - 20 - 21. By Alderperson Bohren. April 7, 2021.

A RESOLUTION approving the release of easements from Stonebrook Crossing Addition No. 1 subdivision.

WHEREAS, with the replat of Lots 79-91 from Stonebrook Crossing Addition No. 1 to the revised layout in the plat of Stonebrook Crossing Addition No. 2, the Wisconsin Department of Administration has requested that the easements be released for these lots from Addition No. 1 as they are being replaced in the new plat; and

WHEREAS, said release will be accomplished by adding the following language to the Common Council Approval Certificate on the Stonebrook Crossing Addition No. 2 plat which was approved at the March 1, 2021 Common Council meeting: "By approval of this plat, the City of Sheboygan hereby releases its rights to the public utility easement over parts of Lots 79 to 91, as described in Volume 15, Pages 301/302, Stonebrook Crossing Addition No. 1 plat."

WHEREAS, the rules are being suspended so that the Stonebrook Crossing Addition No. 2 plat can be finalized and recorded as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the release of easements from Stonebrook Crossing Addition No. 1 subdivision.

*Suspend
Adopt.*

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

Stonebrook Crossing Addition No. 2

As a document of title, this instrument is subject to the provisions of the Wisconsin Uniform Gifts to Minors Act, Chapter 48.01, Wisconsin Statutes, and the provisions of the Wisconsin Uniform Gifts to Minors Act, Chapter 48.01, Wisconsin Statutes, and the provisions of the Wisconsin Uniform Gifts to Minors Act, Chapter 48.01, Wisconsin Statutes.

Owner's Certificate:

Stonebrook Crossing LLC, a limited liability company duly organized and existing under and in accordance with the laws of the State of Wisconsin, does hereby certify that said limited liability company is the owner of the land described in this plat in the unshared, divided, and assigned as represented on this plat.

Stonebrook Crossing LLC, does further certify that this plat is prepared by the Stonebrook Crossing LLC, and is being prepared for the purpose of recording.

Notary Public, State of Wisconsin
City of Sheboygan

Edward A. Wozniak, Notary Public
Superior One Bank

CITY OF SHEBOYGAN
SUPERIOR ONE BANK

Notary Public, State of Wisconsin
City of Sheboygan

Edward A. Wozniak, Notary Public

Notary Public, State of Wisconsin

City of Sheboygan Common Council Approval Certificate

Resolved, that the title and description of the property described herein, as shown on the plat, is hereby approved by the Common Council.

As approved, it has been approved on the _____ day of _____, 2011.

Date _____ Signed _____ Mayor

I hereby certify that the foregoing is true and correct, and that the same has been approved by the Common Council of the City of Sheboygan.

Date _____ Signed _____ Mayor

Certificate of City of Sheboygan Treasurer

MARK OF WISCONSIN
SUPERIOR ONE BANK

I, _____, being the duly appointed and acting Treasurer of the City of Sheboygan, do hereby certify that the amount shown in this instrument is true and correct, and that the same has been approved by the Common Council of the City of Sheboygan.

Date _____ Signed _____ Mayor

Certificate of the County Treasurer

MARK OF WISCONSIN
SUPERIOR ONE BANK

I, _____, being the duly appointed and acting Treasurer of the County of Sheboygan, do hereby certify that the amount shown in this instrument is true and correct, and that the same has been approved by the Board of Supervisors of the County of Sheboygan.

Date _____ Signed _____ Treasurer

Consent of Mortgagee:

Stonebrook Crossing LLC, a limited liability company duly organized and existing under and in accordance with the laws of the State of Wisconsin, mortgagee of the above described State land, hereby certifies that the mortgagee of the above described State land, as shown on the plat, is the owner of the land described on this plat, and does hereby consent to the assignment of the mortgagee of the above described State land, as shown on the plat, to the assignee named herein, and does hereby consent to the assignment of the mortgagee of the above described State land, as shown on the plat, to the assignee named herein, and does hereby consent to the assignment of the mortgagee of the above described State land, as shown on the plat, to the assignee named herein.

The County Treasurer _____

The City Treasurer _____

The State Treasurer _____

MARK OF WISCONSIN

Notary Public, State of Wisconsin

Notary Public, State of Wisconsin



There are no objections to this plan which appear to be in compliance with the provisions of the City Charter and the City Code, and the same are hereby approved by the City Council.

City of Dodge

Department of Administration

Stonebrook Crossing Addition No. 1

Part of the Lot 14 and Lot 141 of the S.E. 1/4 of Township 14 North, Range 21 East, City of Dodge, Nebraska, containing 14.80 acres.

Public Utility Easement Provisions

A public utility easement for electric, gas, water, sewer, telephone, cable television, and other utilities is hereby granted to the City of Dodge, Nebraska, and its successors, assigns, and agents, for the use and enjoyment of the public, over and across the land described herein, for the purpose of installing, maintaining, and operating public utility lines and facilities. The easement shall be subject to the terms and conditions set forth herein.

The easement shall be subject to the following terms and conditions:

- The easement shall be subject to the terms and conditions set forth in the City Charter and the City Code.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,000.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,001.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,002.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,003.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,004.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,005.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,006.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,007.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,008.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,009.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,010.

Drainage Easement Provisions

A drainage easement for the purpose of collecting, conveying, and disposing of surface water is hereby granted to the City of Dodge, Nebraska, and its successors, assigns, and agents, for the use and enjoyment of the public, over and across the land described herein, for the purpose of installing, maintaining, and operating drainage facilities. The easement shall be subject to the terms and conditions set forth herein.

The easement shall be subject to the following terms and conditions:

- The easement shall be subject to the terms and conditions set forth in the City Charter and the City Code.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,011.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,012.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,013.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,014.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,015.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,016.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,017.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,018.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,019.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,020.

Public Trust

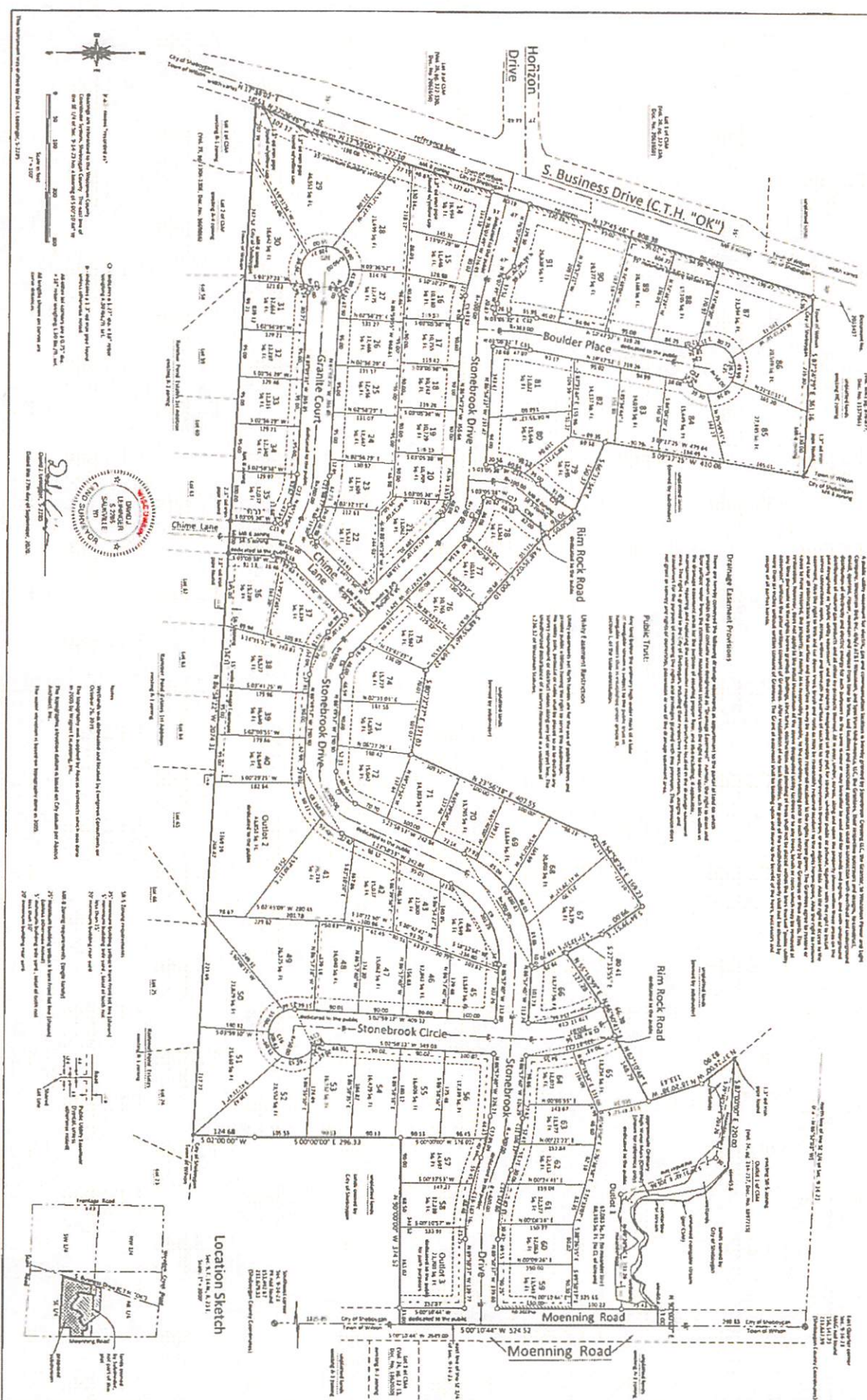
The City of Dodge, Nebraska, is the trustee of the public trust for the benefit of the people of the City of Dodge, Nebraska, and its successors, assigns, and agents, for the use and enjoyment of the public, over and across the land described herein, for the purpose of installing, maintaining, and operating public utility lines and facilities. The easement shall be subject to the terms and conditions set forth herein.

Utility Easement Provisions

A utility easement for the purpose of installing, maintaining, and operating utility lines and facilities is hereby granted to the City of Dodge, Nebraska, and its successors, assigns, and agents, for the use and enjoyment of the public, over and across the land described herein, for the purpose of installing, maintaining, and operating utility lines and facilities. The easement shall be subject to the terms and conditions set forth herein.

The easement shall be subject to the following terms and conditions:

- The easement shall be subject to the terms and conditions set forth in the City Charter and the City Code.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,021.
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- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,024.
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- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,026.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,027.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,028.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,029.
- The easement shall be subject to the terms and conditions set forth in the City Ordinance No. 100,030.



City of Dodge
Department of Administration

There are no objections to this plan which appear to be in compliance with the provisions of the City Charter and the City Code, and the same are hereby approved by the City Council.

City of Dodge

Department of Administration



Location Sketch

The location sketch shows the subdivision's location within the City of Dodge, Nebraska. It shows the subdivision's location relative to the City Center and the surrounding streets.

Notes

1. The subdivision is subject to the terms and conditions set forth in the City Charter and the City Code.

2. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,000.

3. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,001.

4. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,002.

5. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,003.

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10. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,008.

11. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,009.

12. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,010.

Notes

13. The subdivision is subject to the terms and conditions set forth in the City Charter and the City Code.

14. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,011.

15. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,012.

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23. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,020.

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Notes

35. The subdivision is subject to the terms and conditions set forth in the City Charter and the City Code.

36. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,031.

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45. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,040.

Notes

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55. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,049.

56. The subdivision is subject to the terms and conditions set forth in the City Ordinance No. 100,050.



January 13, 2020

Location Map

Sheboygan, WI



SCALE: 1" = 264'

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Department of Public Works
 Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081-4714

Phone (920) 438-3384
 www.ci.sheboygan.wi.us

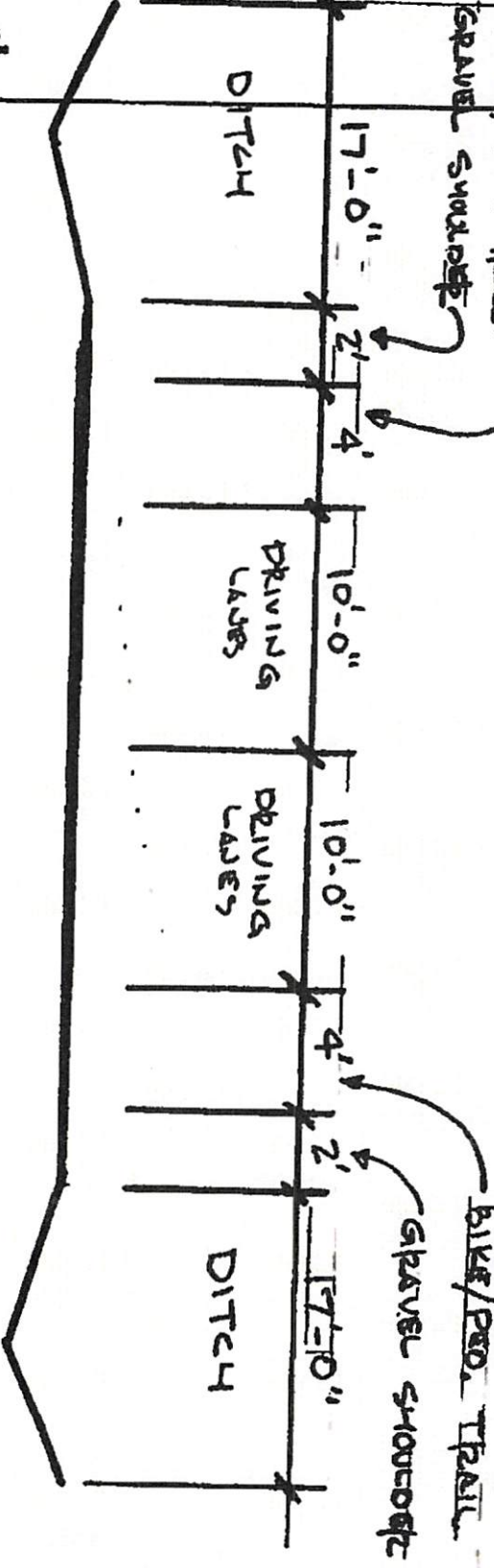
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PAGE 1 OF 1

MEMO
 MEETING
 PHONE MEMO

2020

| MEMO | MEETING | PHONE MEMO |
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STONE BROOK DRIVE & 21M ROCK ROAD

- (2) 10'-0" DRIVING LANES ASPHALT
- (2) 4'-0" BIKE/PEO TRAILS ASPHALT
- (2) 2'-0" GRAVEL SHOULDER
- (2) 17'-0" WIDE DITCHES

III

Res. No. _____ - 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

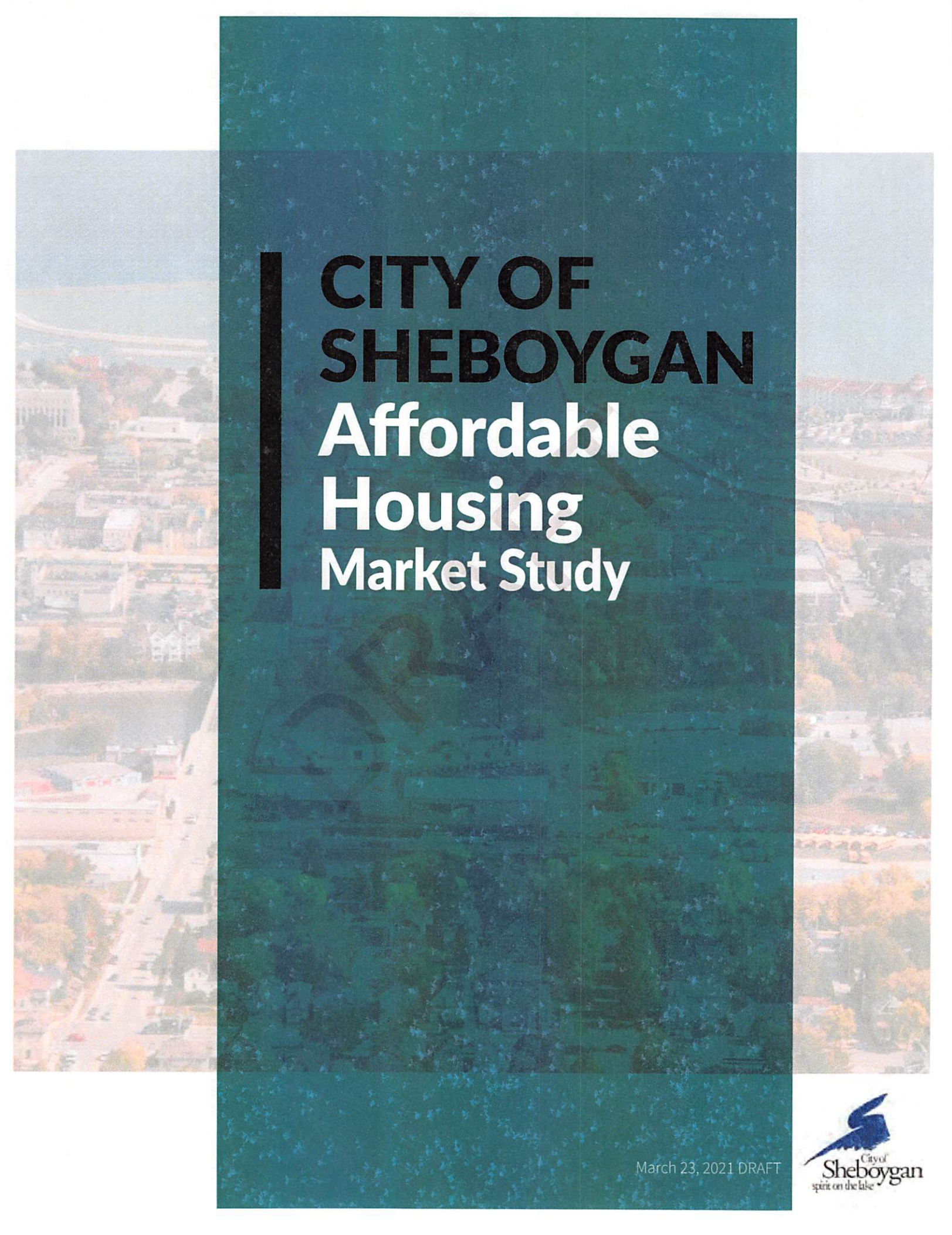
BE IT FURTHER RESOLVED: That staff are encouraged to take action to implement the findings, strategies, and recommendations of the Study.

Plan Commission

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



ACKNOWLEDGMENTS

Common Council

Mike Vandersteen–Mayor
Barb Felde
Roberta Filicky-Peneski
Mary Lynne Donohue
Betty Ackley
Markus Savaglio
Dean Dekker
Rose Phillips
Ryan Sorenson
Trey Mitchell
Jim Bohren

Planning & Development Staff

Chad Pelishek–Director of Planning & Development
Steve Sokolowski–Manager of Planning & Zoning
Janet Duellman–Community Development Planner
Abby Block–Grant Coordinator

Prepared by:

MSA Professional Services, Inc.



CONTENT

| | | | |
|----|---------------------------------|----|-----------------------------------|
| 01 | Executive Summary | 58 | Other Forces Impacting the Market |
| 04 | Introduction | 69 | Housing Gaps & Opportunities |
| 07 | About Sheboygan | 80 | Implementation |
| 20 | General Housing Characteristics | A | Appendix A - Public Input |
| 25 | Rental Market | B | Appendix B - Maps |
| 39 | Ownership Market | | |
| 51 | Housing for Special Populations | | |

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

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.**

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.

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.

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

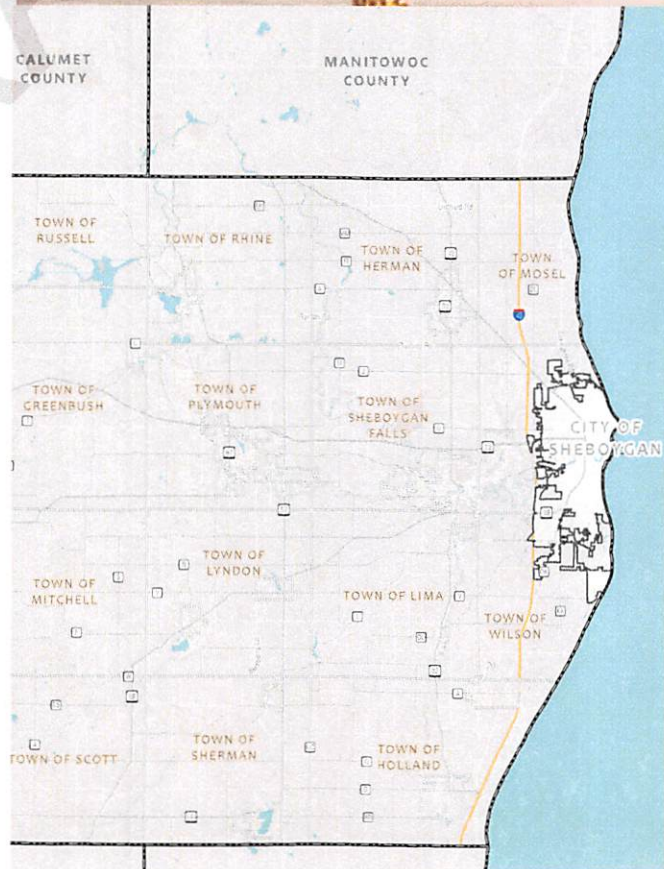
This study uses a variety of methods and data to understand the housing market. Objective, measurable data were collected from the City, Sheboygan County, the Multiple Listing Service (real estate listings and sales), the State of Wisconsin, the U.S. Department of Housing and Urban Development and the 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.



Sheboyganwi.gov



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

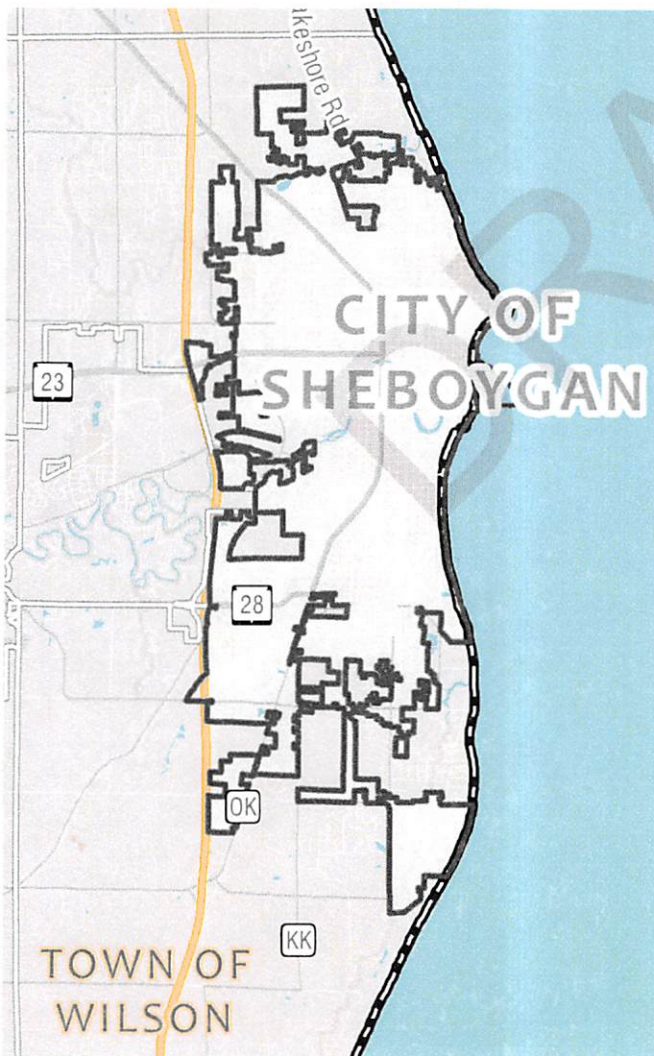
| FY 2020 Income Limit Area | Maximum Monthly Housing Cost for Family of 4 (100% Median Income) | FY 2020 Income Limit Category | Persons in Family | | | | | | | |
|---|---|-------------------------------|-------------------|---------|---------|---------|---------|---------|---------|---------|
| | | | 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 |

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

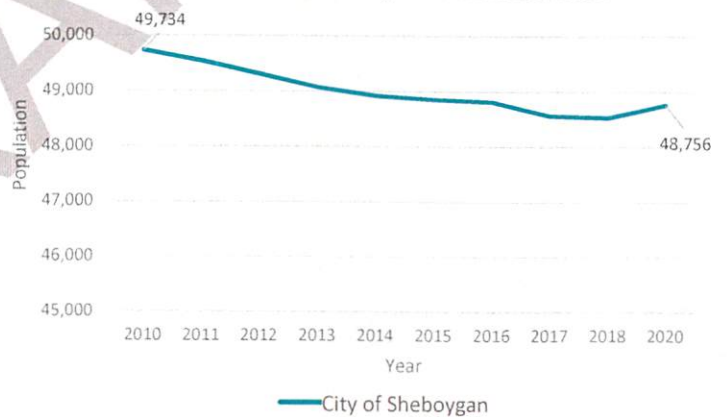
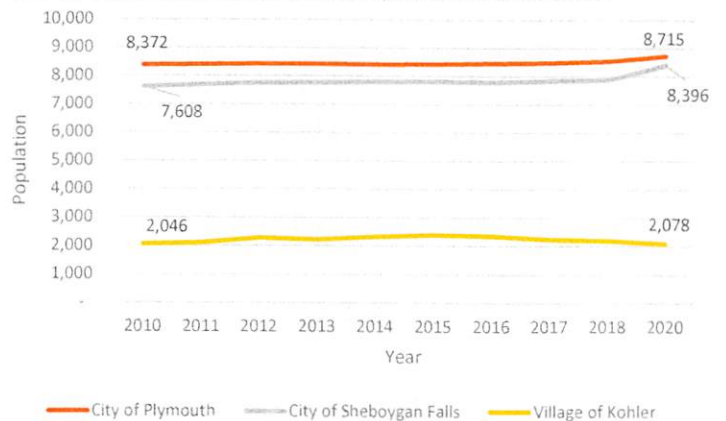


Figure 5. Population Growth Trend in Surrounding Communities

Source: 2010-2018 ACS 5-Year Estimates, WI DOA 2020 Estimates



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% |

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.

Figure 7. Household Trends in Sheboygan

Source: 2010-2018 ACS 5-Year Estimates

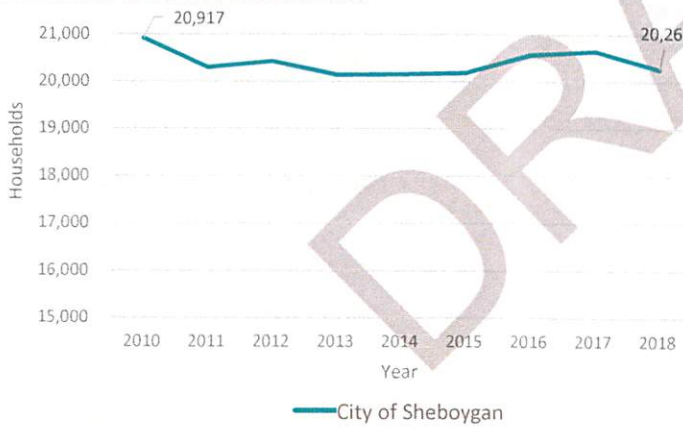
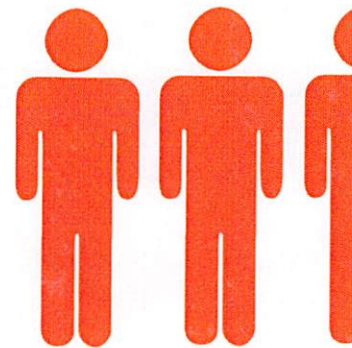
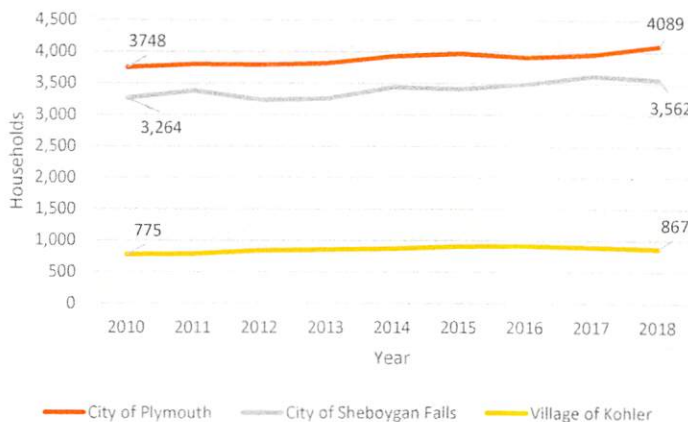


Figure 8. Household Trends in Surrounding Communities

Source: 2010-2018 ACS 5-Year Estimates



2.35

Average Household Size in Sheboygan

Source: 2018 ACS 5-Year Estimates

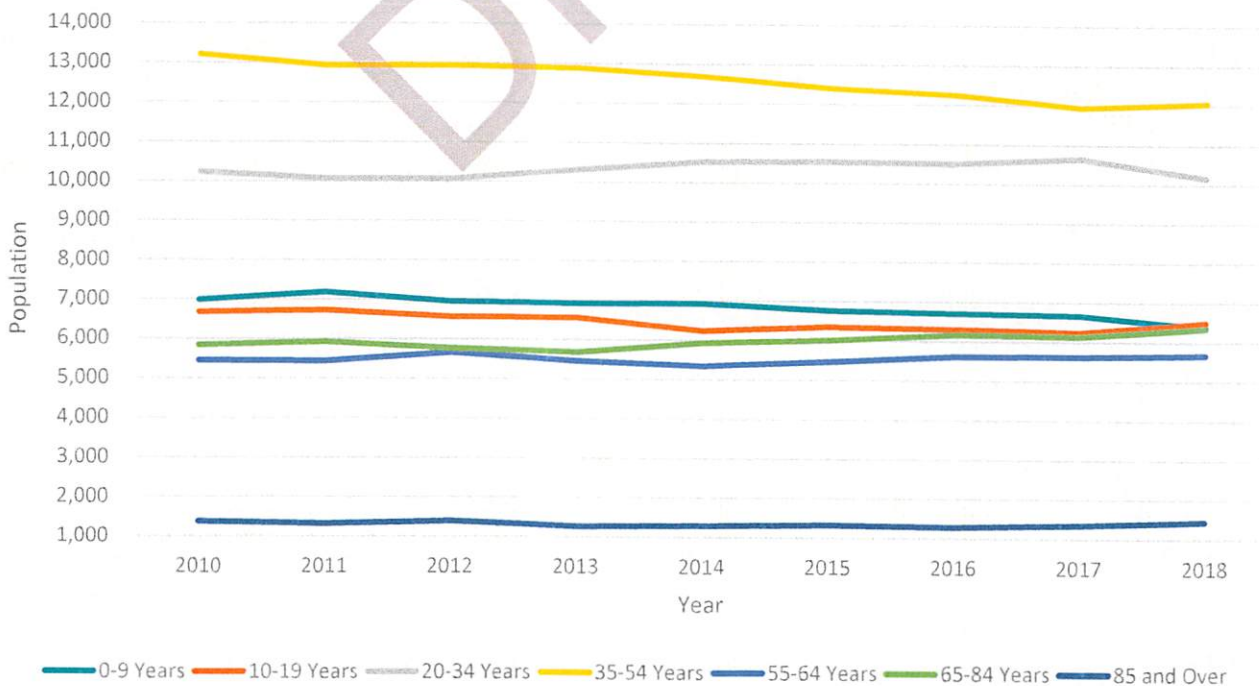
AGE COHORTS

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



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.

Figure 11. Population Projections for Sheboygan

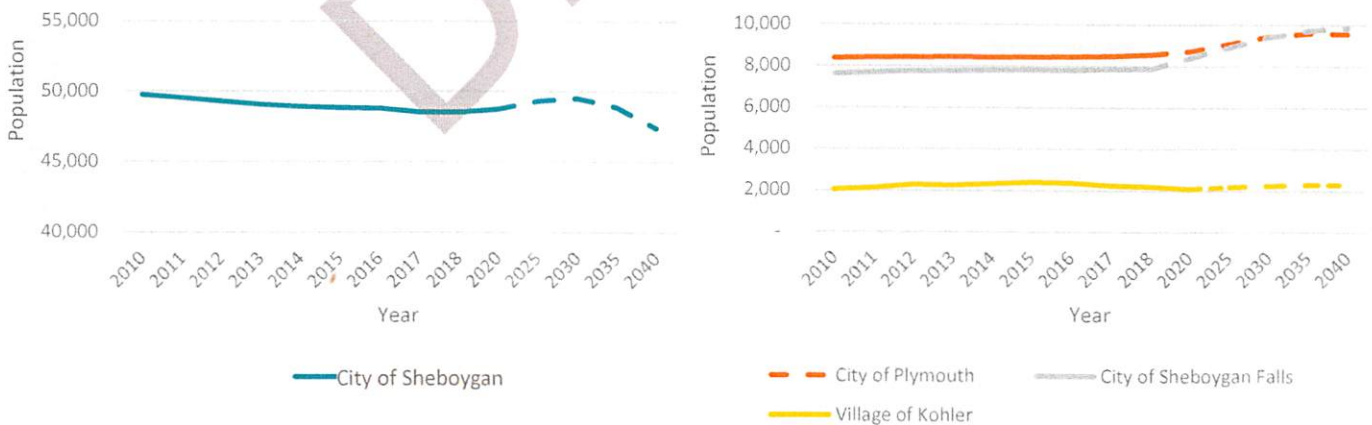
Source: WI DOA Projections

| 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

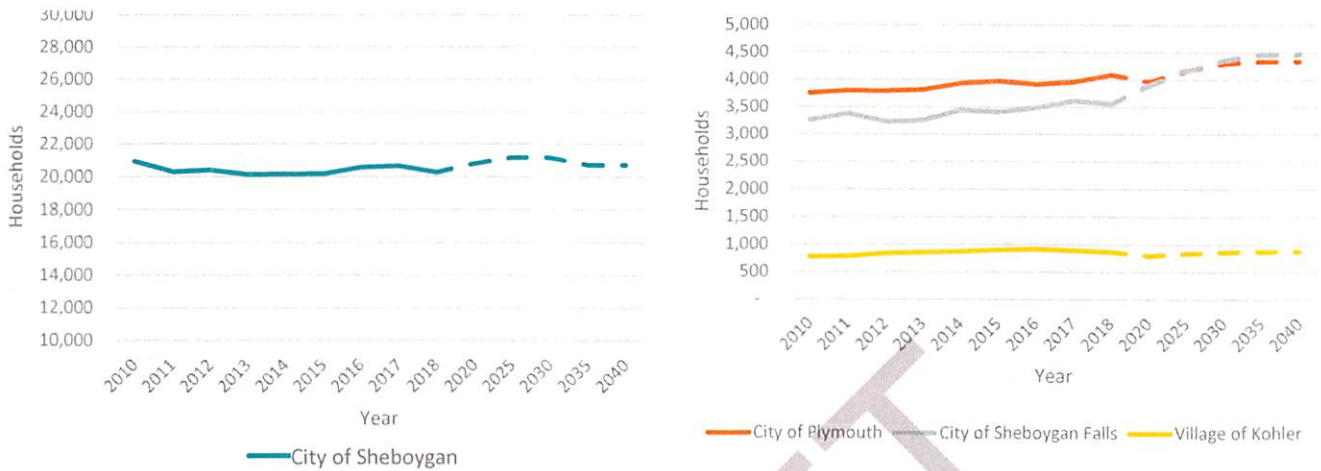
Source: 2010-2018 ACS 5-Year Estimates, WI DOA Projections



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.

AGE COHORT PROJECTIONS

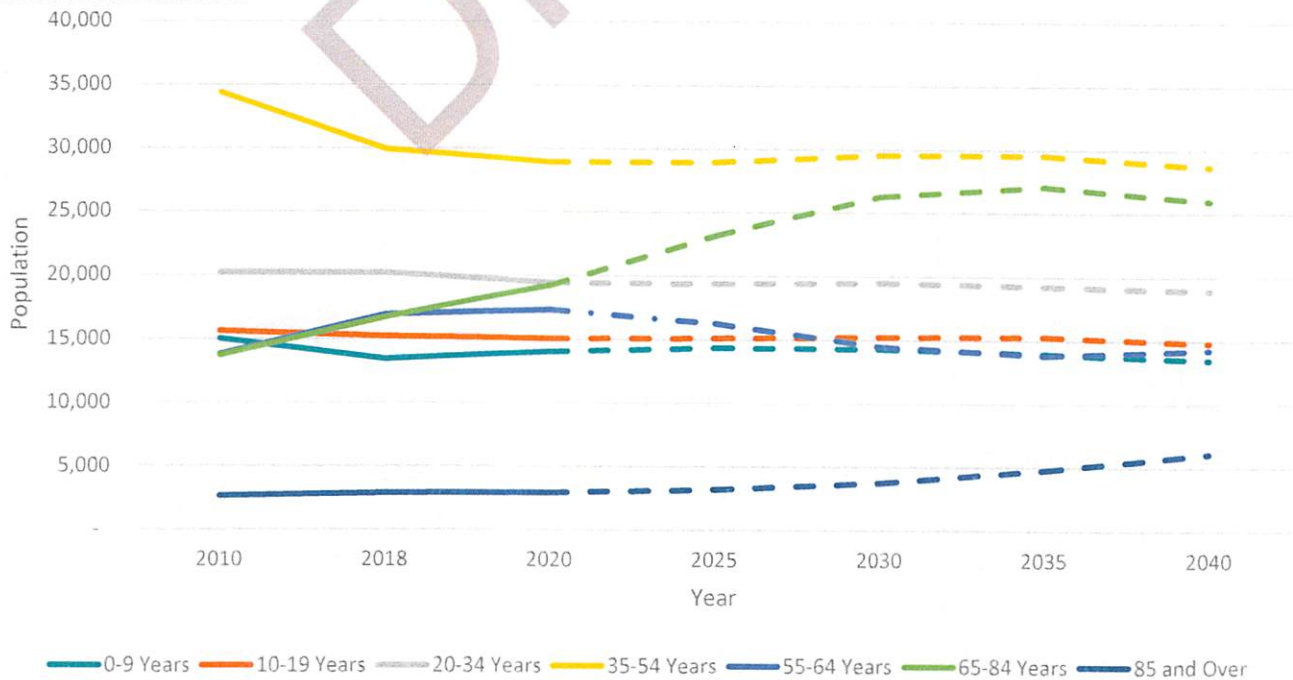
As populations age, their housing preferences often change. Older households may choose to continue to live in their current homes, however many will opt to move and downsize or seek housing that is better set up to meet new housing needs and preferences. Younger households may rent for longer periods 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.

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

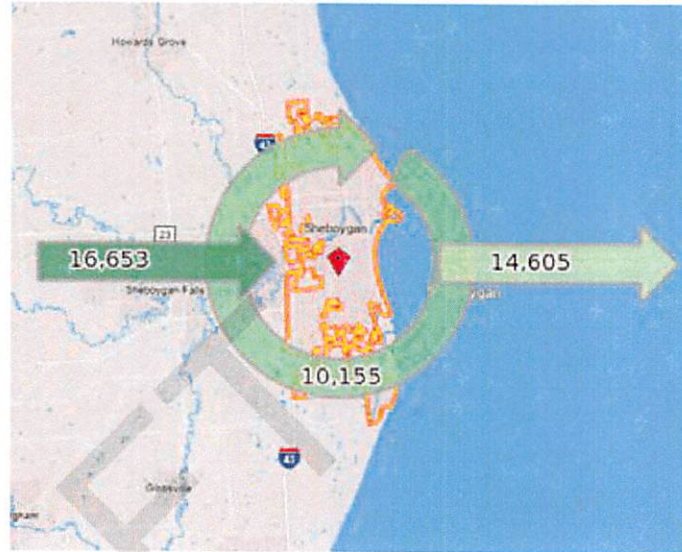
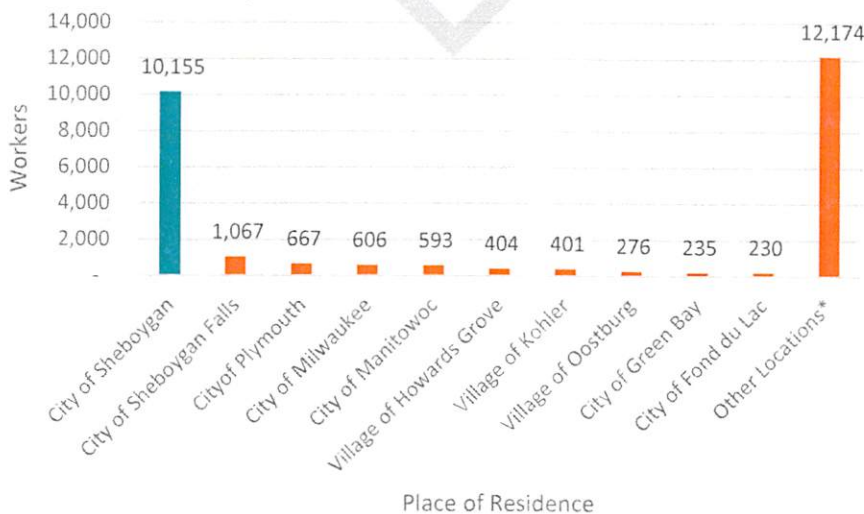


Figure 16. Place of Residence for all Workers in Sheboygan

Source: onthemap.census.gov

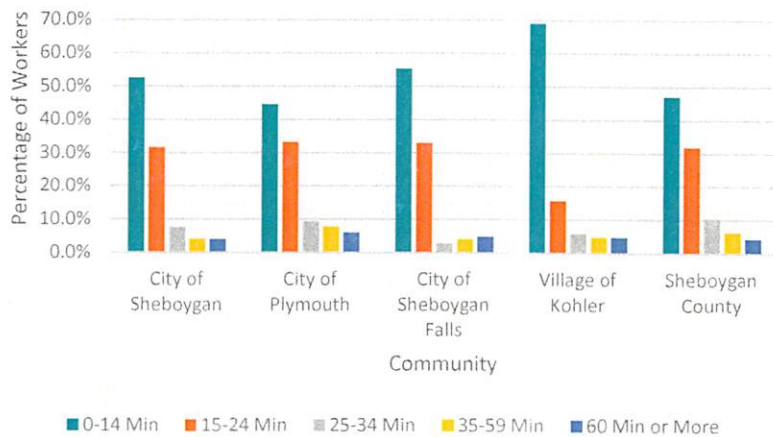


- Top "Other Locations":**
- West Bend
 - Mequon
 - Germantown
 - Wauwatosa
 - Waukesha
 - Elkhart Lake
 - West Allis
 - Neenah
 - Racine
 - De Pere
 - Kenosha

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 |

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 |

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% |

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 |

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.

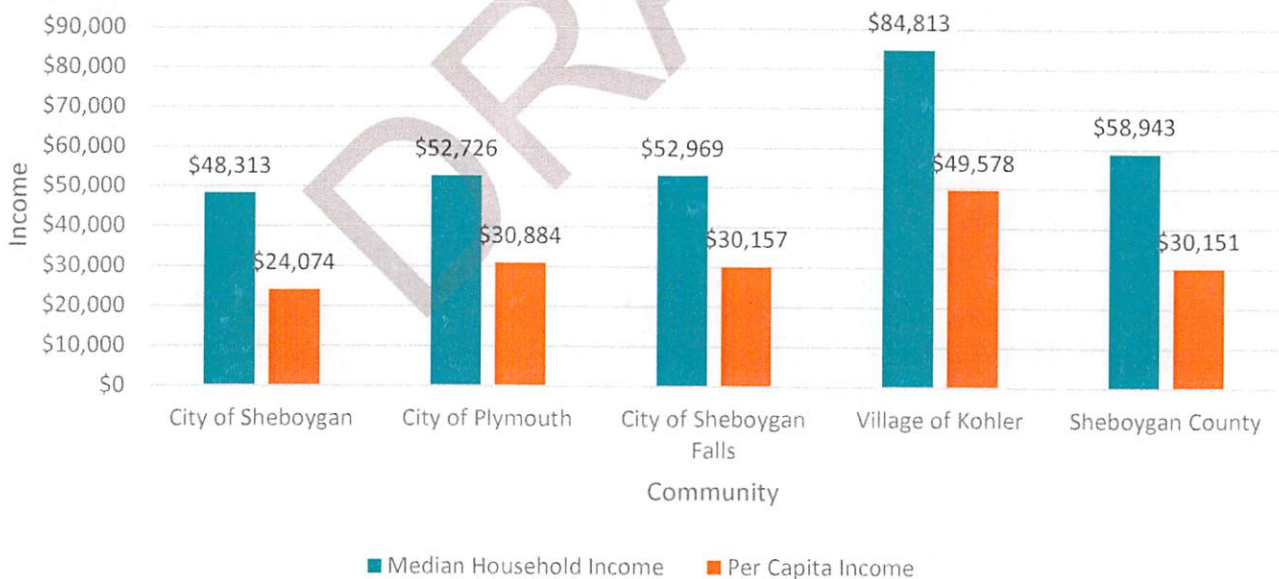
As compared to communities in surrounding communities, Sheboygan has the lowest median household income, \$48,313, and the lowest per capita income, \$24,074. When comparing the County and the City, a larger percentage of households in the City have incomes under \$75,000 (74% vs. 63%).

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



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

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

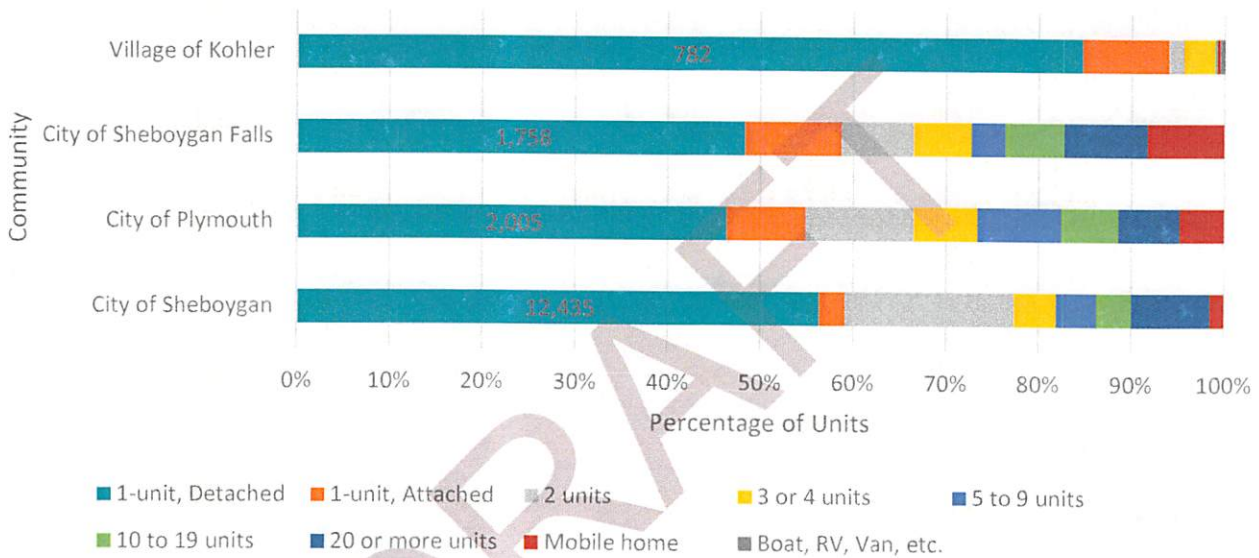


Figure 25. Housing Type by Unit in Sheboygan and Surrounding Communities
Source: 2018 ACS 5-Year Estimates

| 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.

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.

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.

Figure 26. Year Structure Built for Sheboygan and Surrounding Communities

Source: 2018 ACS 5-Year Estimates

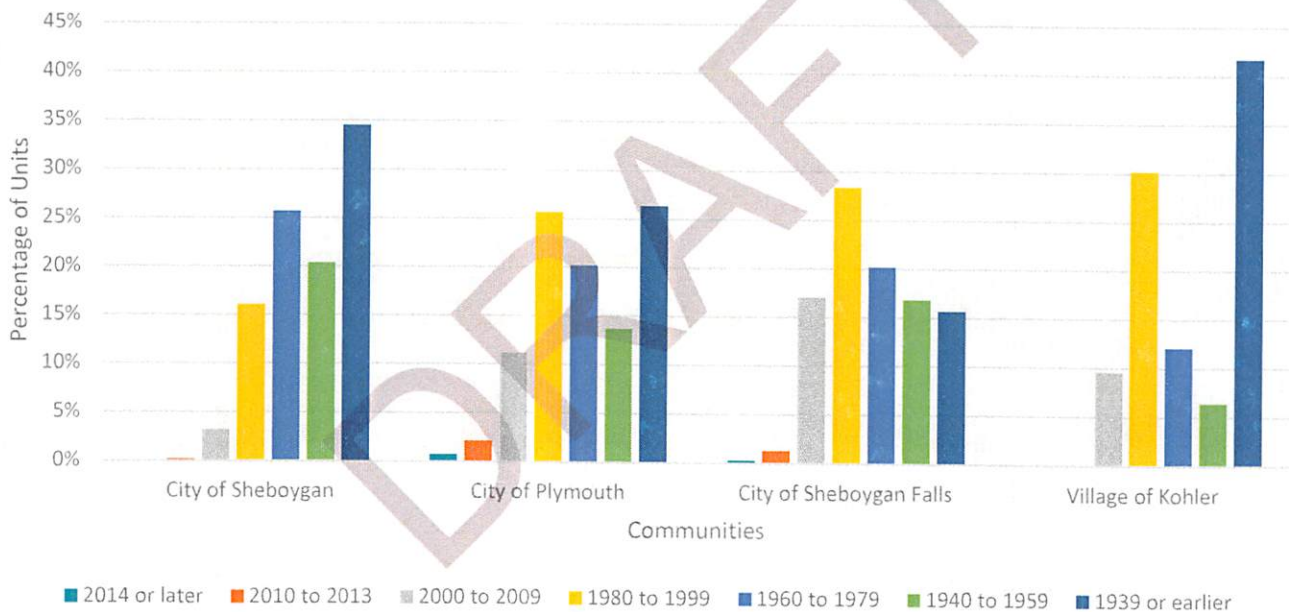


Figure 27. Sheboygan Owner Occupied Year Structure Built

Source: 2018 ACS 5-Year Estimates

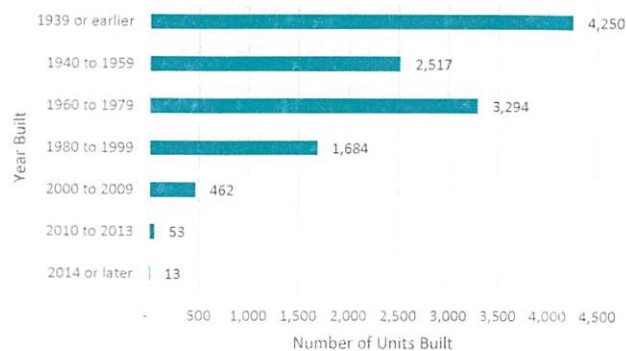
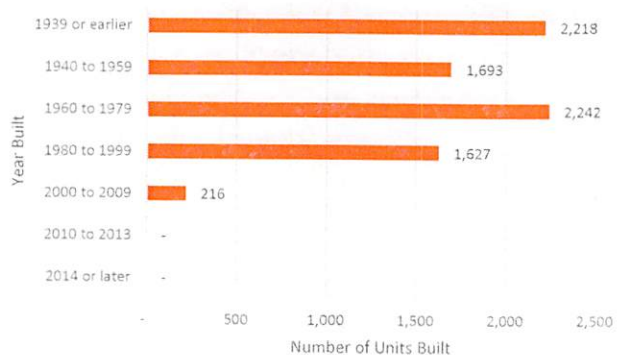


Figure 28. Sheboygan Renter Occupied Year Structure Built

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 knowledgeable 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

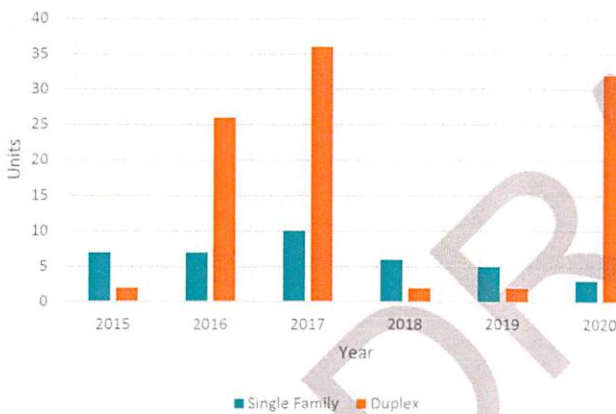


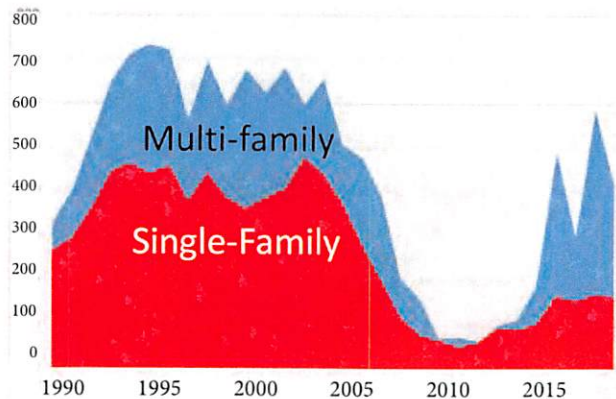
Figure 30. Apartment and Condo Building Permits, by Units

Source: City of Sheboygan



Figure 31. Total Housing Units by Type for Sheboygan County

Source: Sheboygan County



CROWDING

Crowding data is 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.

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.

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.

Figure 32. Owner Occupied, Occupancy Per Room

Source: 2018 ACS 5-Year Estimates

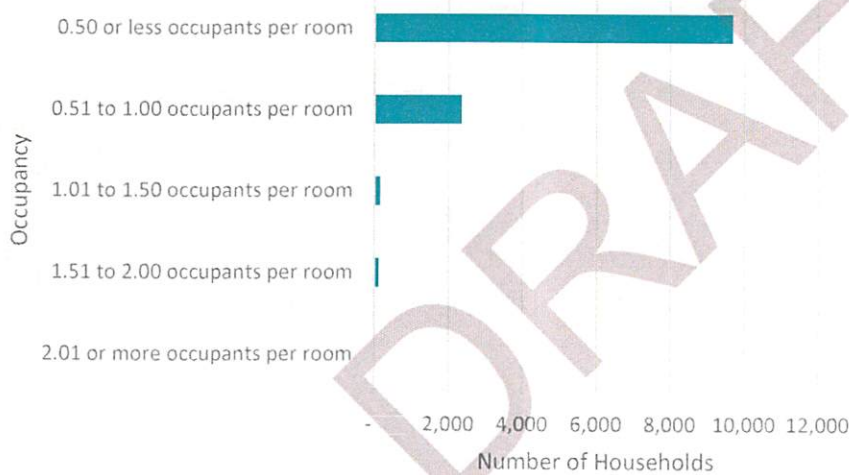
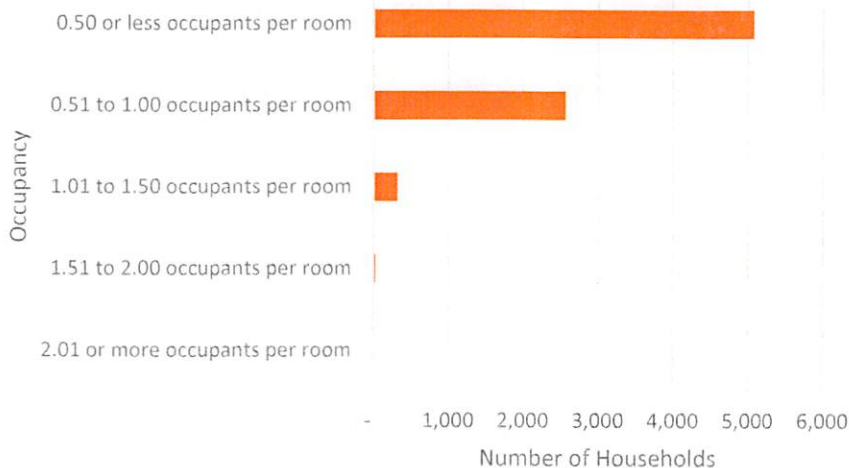


Figure 33. Renter Occupied, Occupancy Per Room

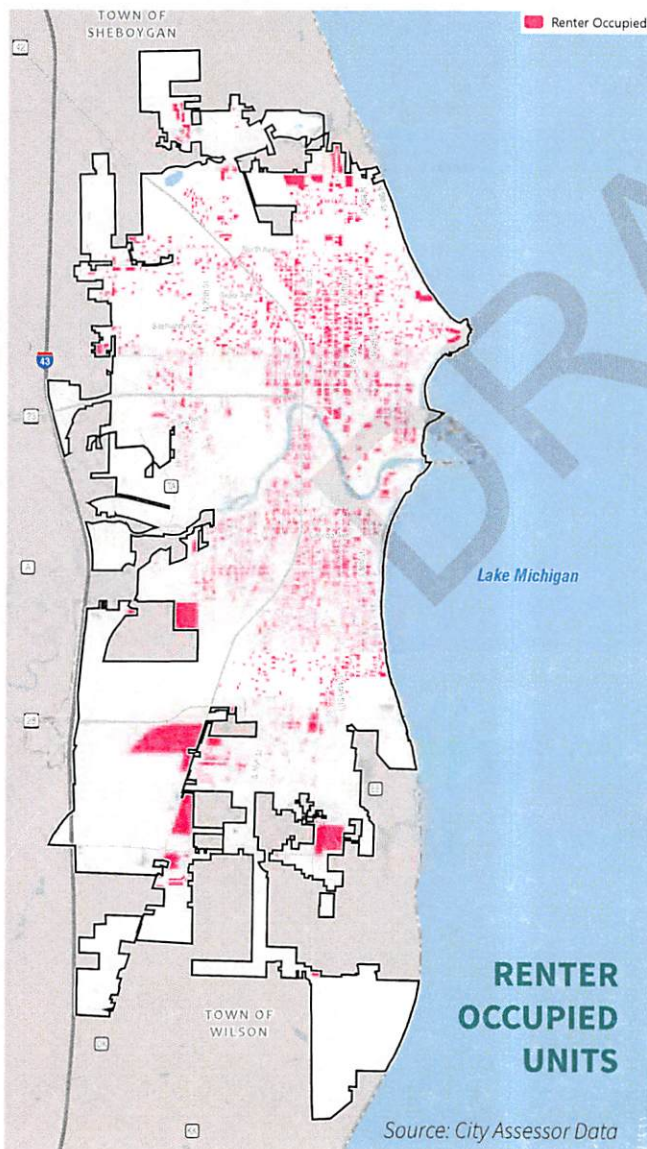
Source: 2018 ACS 5-Year Estimates



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.

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

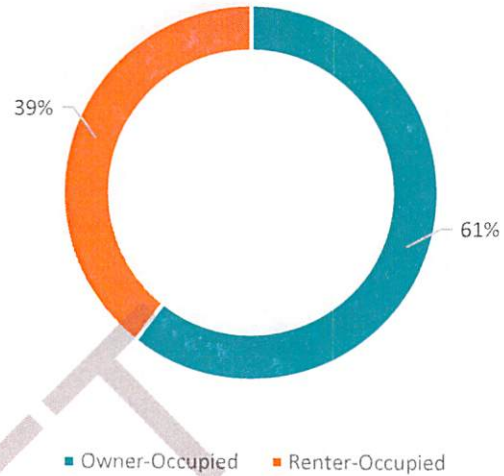


Figure 35. Affordability Thresholds for Renters in Sheboygan

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 |

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

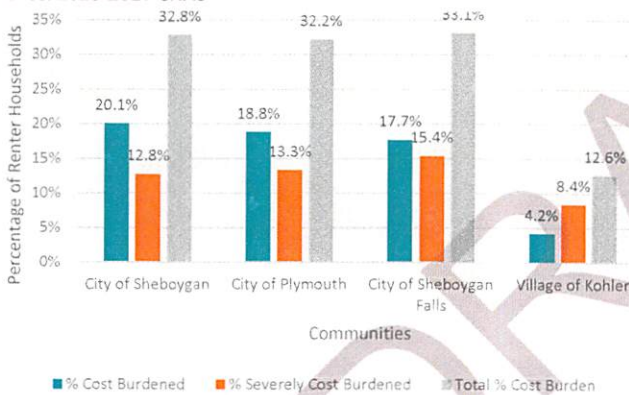


Figure 37. Renter Cost Burden by Household Income in Sheboygan

Source: 2013-2017 CHAS

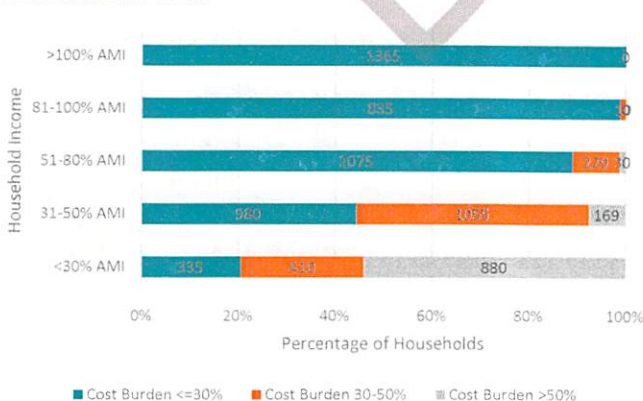


Figure 38. Households by Income & Tenure in Sheboygan

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) |

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.

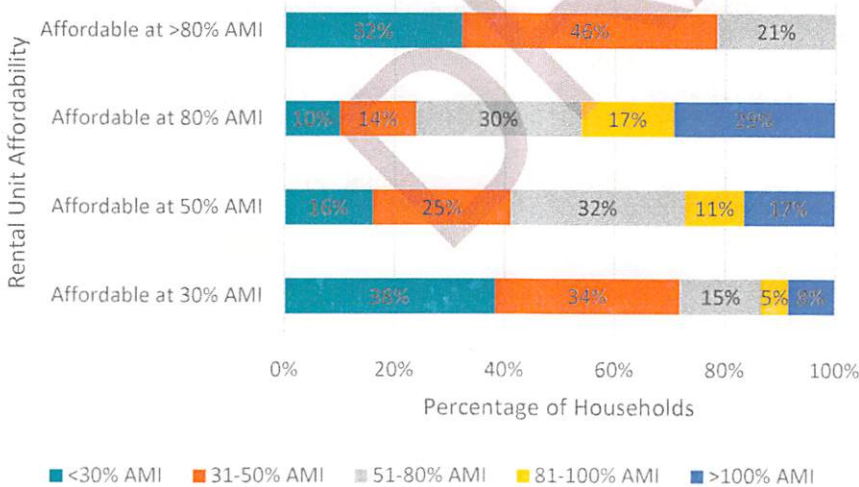
Adding more choices at appropriate price points will help guide consumers to desirable housing that can decrease cost burden among renters within the community.

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

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

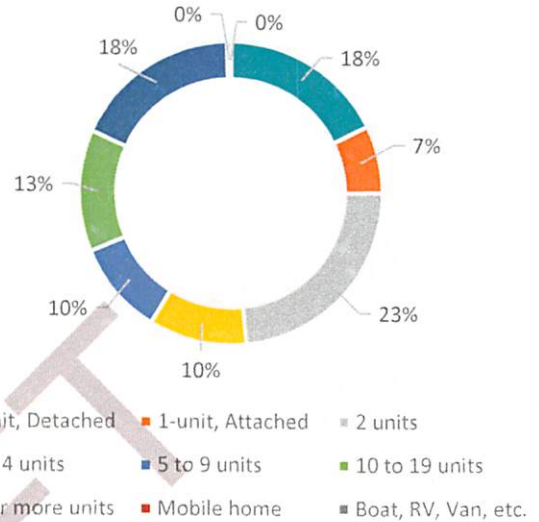


Figure 42. Rental Units by Bedroom in Sheboygan

Source: 2018 5-Year ACS Estimates

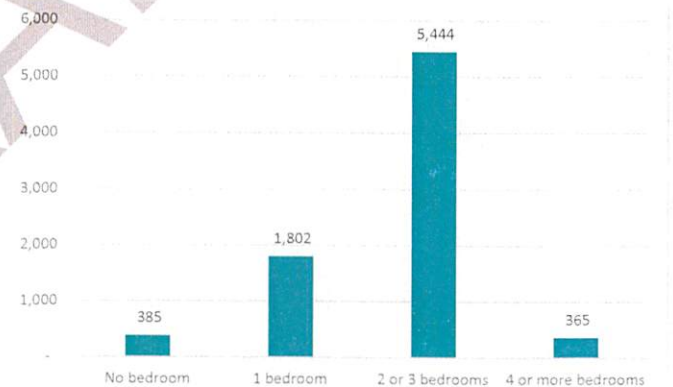
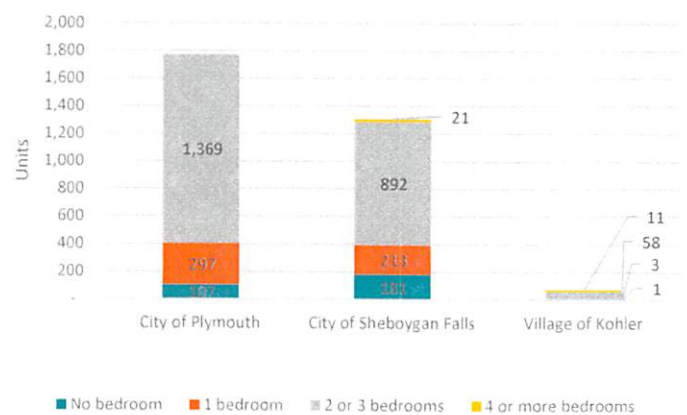


Figure 43. Rental Units by Bedroom in Surrounding Communities

Source: 2018 5-Year ACS Estimates



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



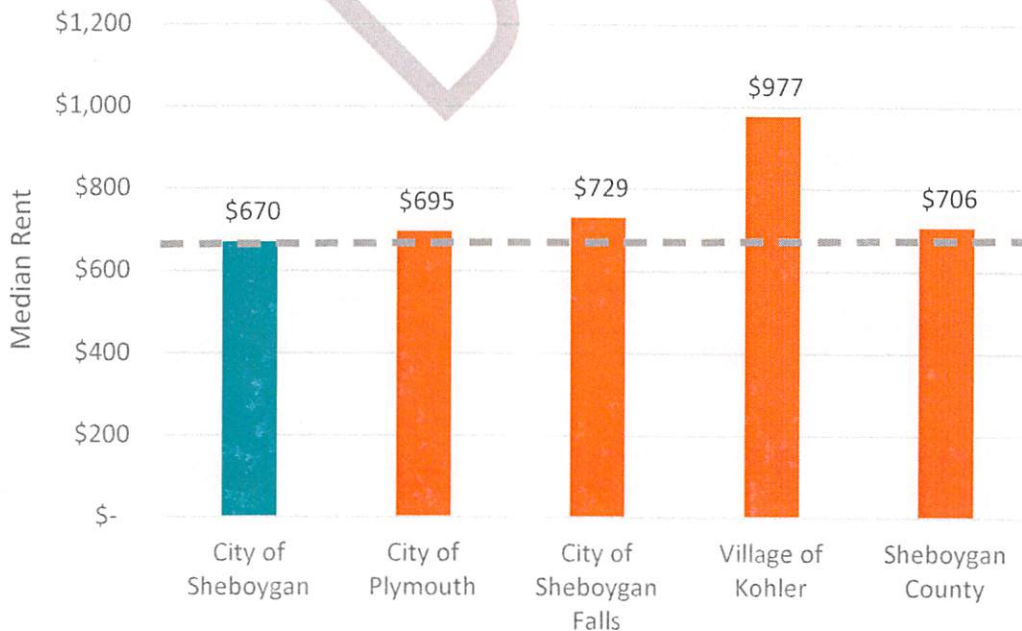
Figure 45. Current Unit Rents in Sheboygan

Source: 2018 5-Year ACS Estimates



Figure 46. Median Rent in Sheboygan and Surrounding Communities

Source: 2018 5-Year ACS Estimates



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.

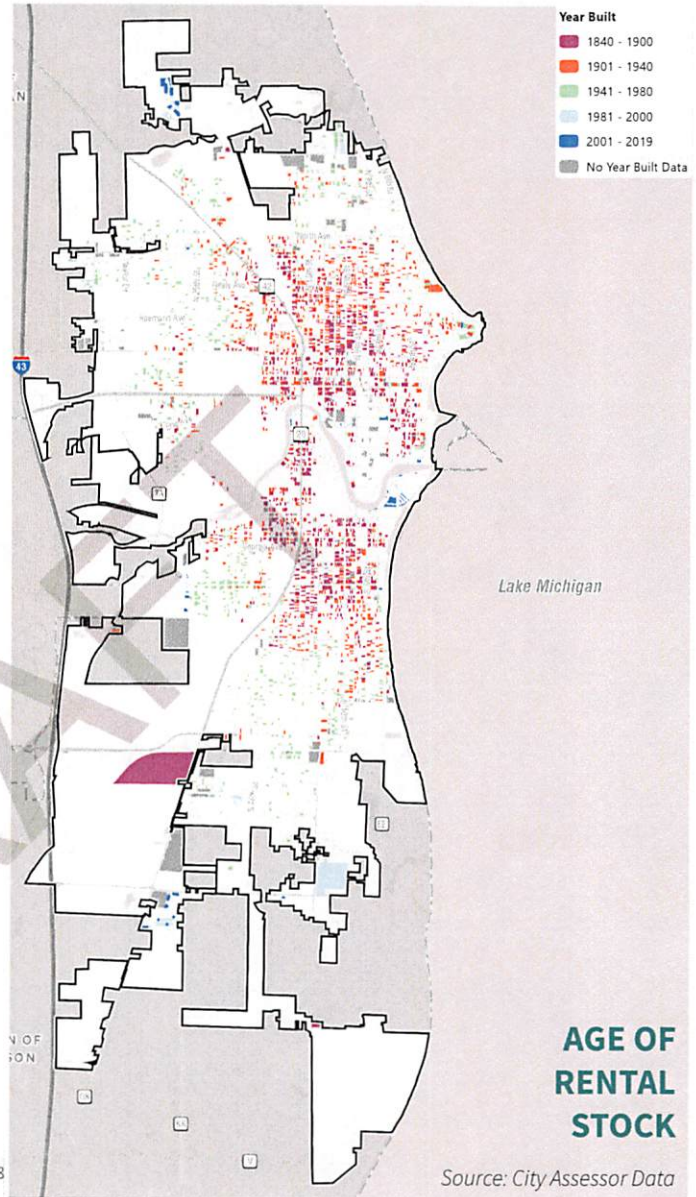
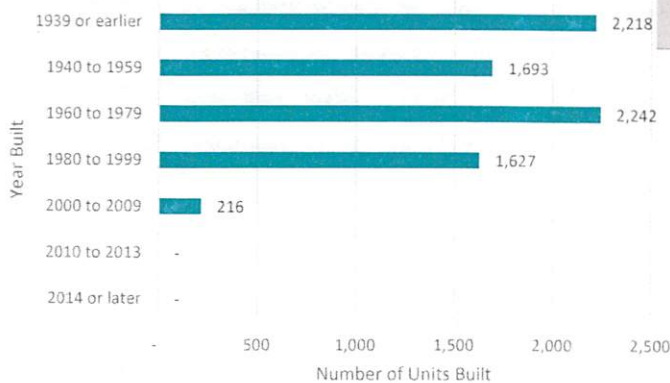


Figure 47. Year Built for Rental Units in Sheboygan*

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

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

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.

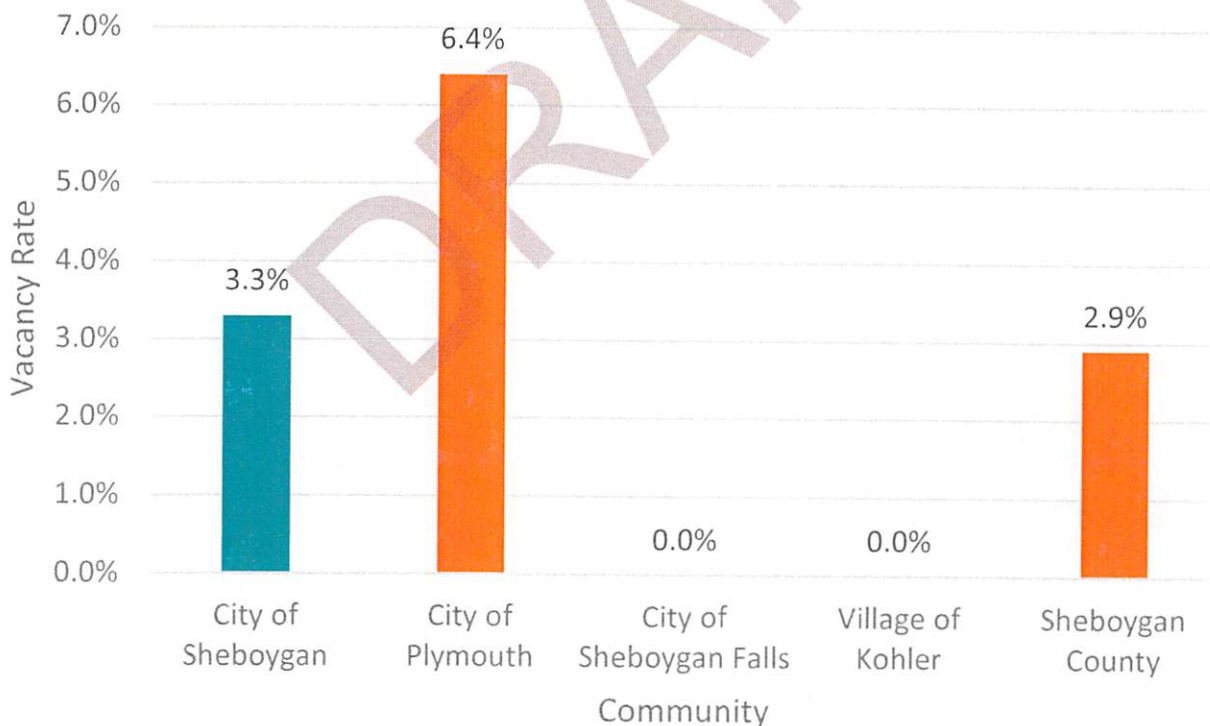
The 5-Year ACS estimates for vacancy rates contain a significant margin of error (greater than 45% for Sheboygan

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.

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.



MARKET TRENDS

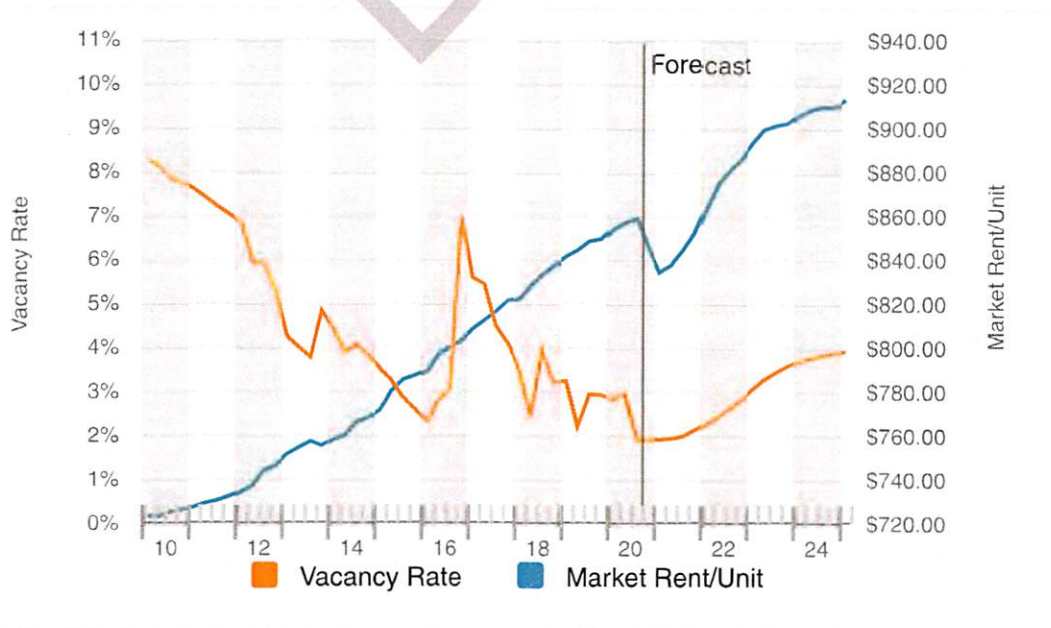
Figure 50. Key Performance Indicators for Multi-Family Apartment Market in Sheboygan

Source: CoStar—accessed October 2020

Key Performance Indicators



Vacancy & Market Asking Rent Per Unit



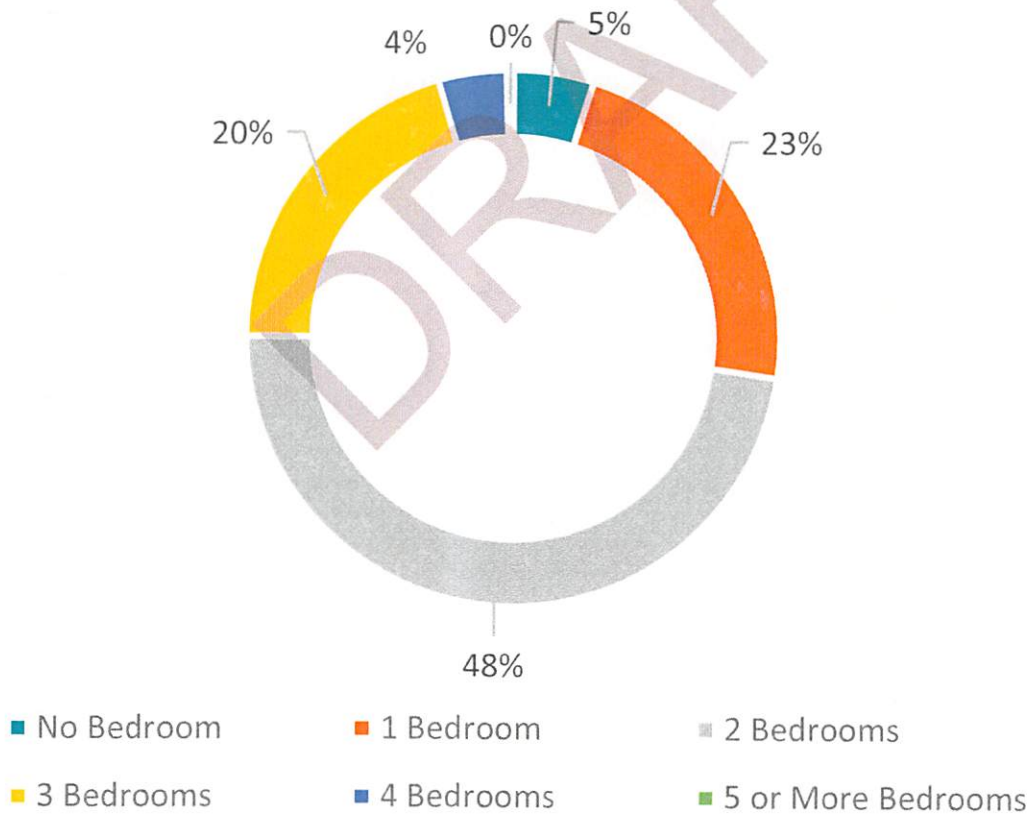
SIZE

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



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

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

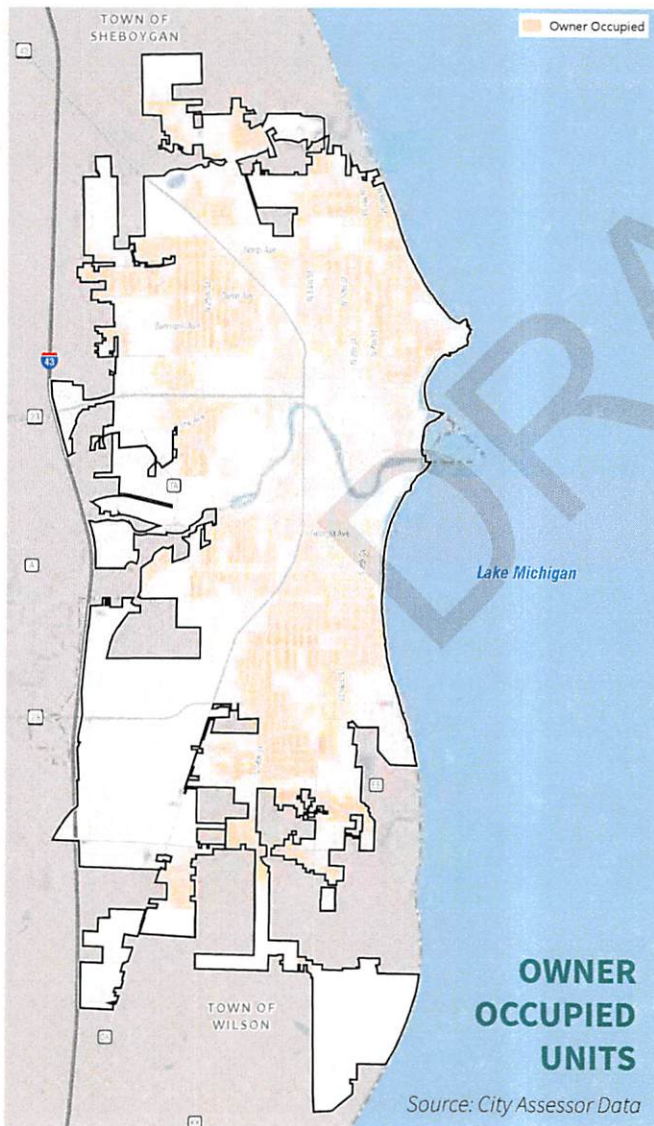
Source: HUD 2020 Income Limits

| 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 | \$913 | \$991 | \$1,065 |
| | | Low Income 80%AMI | \$1,028 | \$1,175 | \$1,321 | \$1,468 | \$1,585 | \$1,703 |

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.

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.

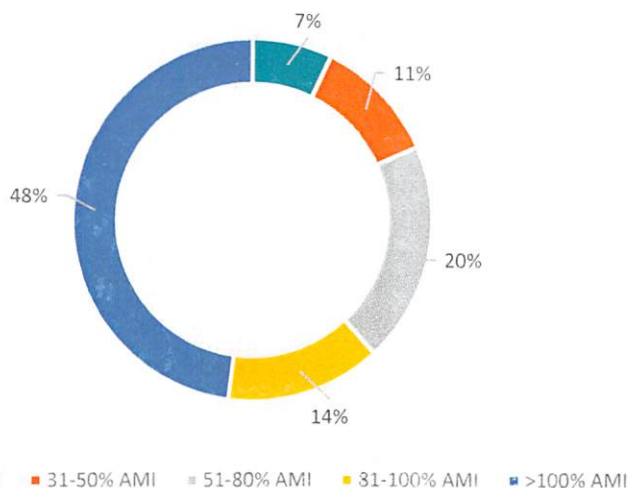
Figure 55. Affordability Limits in the Ownership Market in the Sheboygan Area

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



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

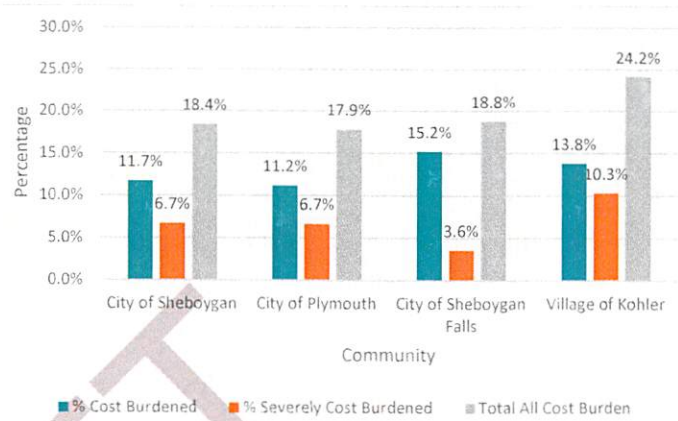


Figure 58. Owner Cost Burden by Household Income in Sheboygan

Source: 2013-2017 CHAS

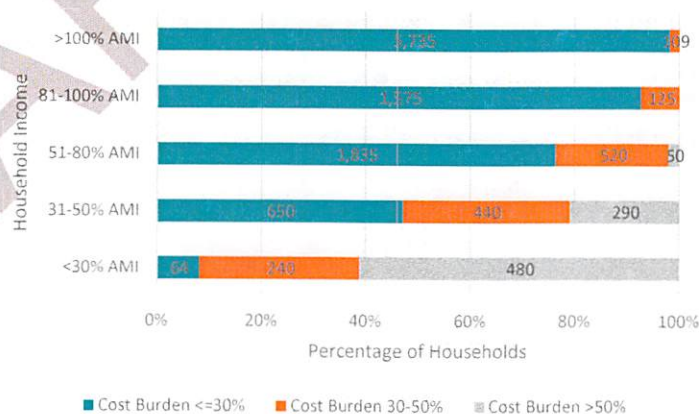


Figure 59. Ownership Unit Mismatch in Sheboygan

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) |

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

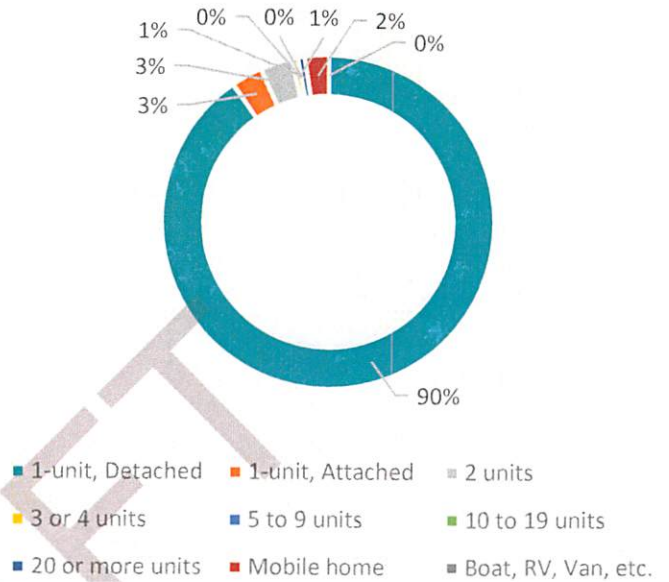
| | Unit Affordability | Household Income | | | | |
|--------------------------|---------------------------|------------------|------------|------------|-------------|-----------|
| | | 0-30% AMI | 31-50% AMI | 51-80% AMI | 81-100% AMI | >100% AMI |
| Units with a Mortgage | Affordable at 50% AMI | 195 | 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 |

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).

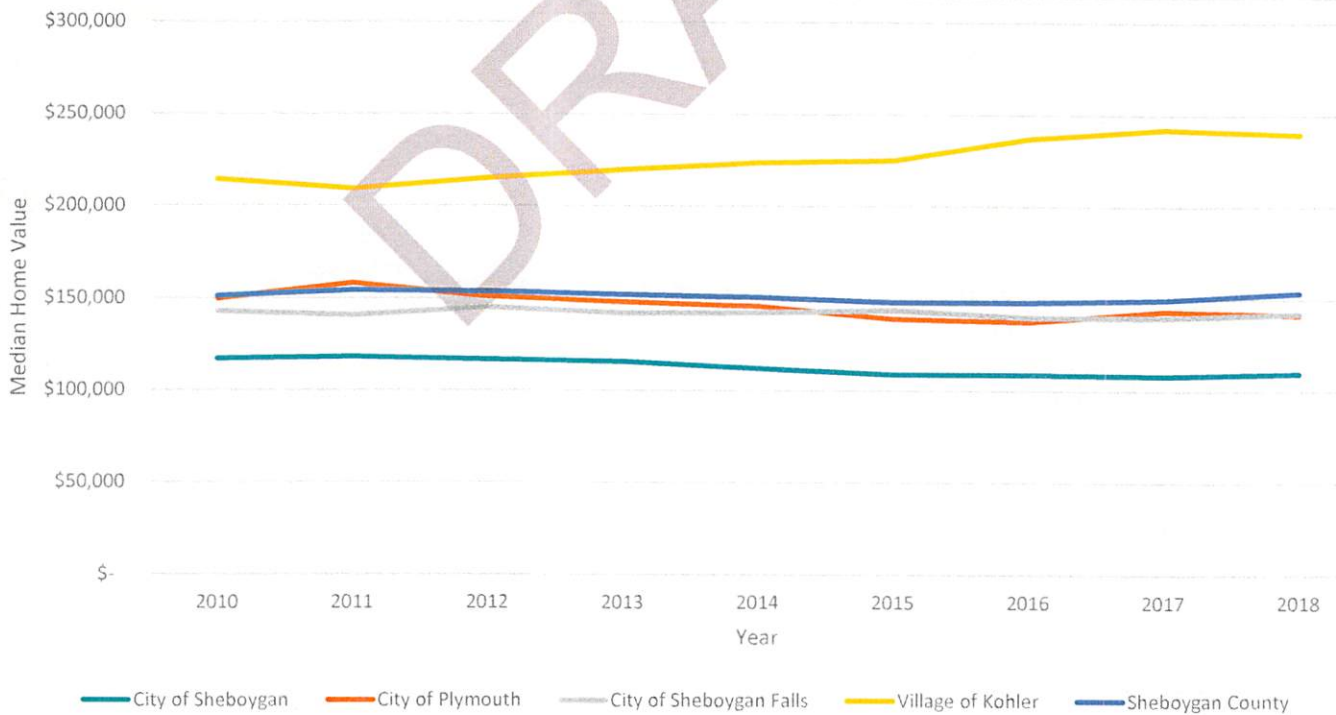
Sheboygan's housing values decreased by approximately 7% between 2010 and 2015 and finally increased 1% between 2015 and 2018. Despite the increase, median value is still not back to 2010 levels (\$109,700 in 2018 compared to \$117,000 in 2010). This can be explained by a lack of new construction and 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.

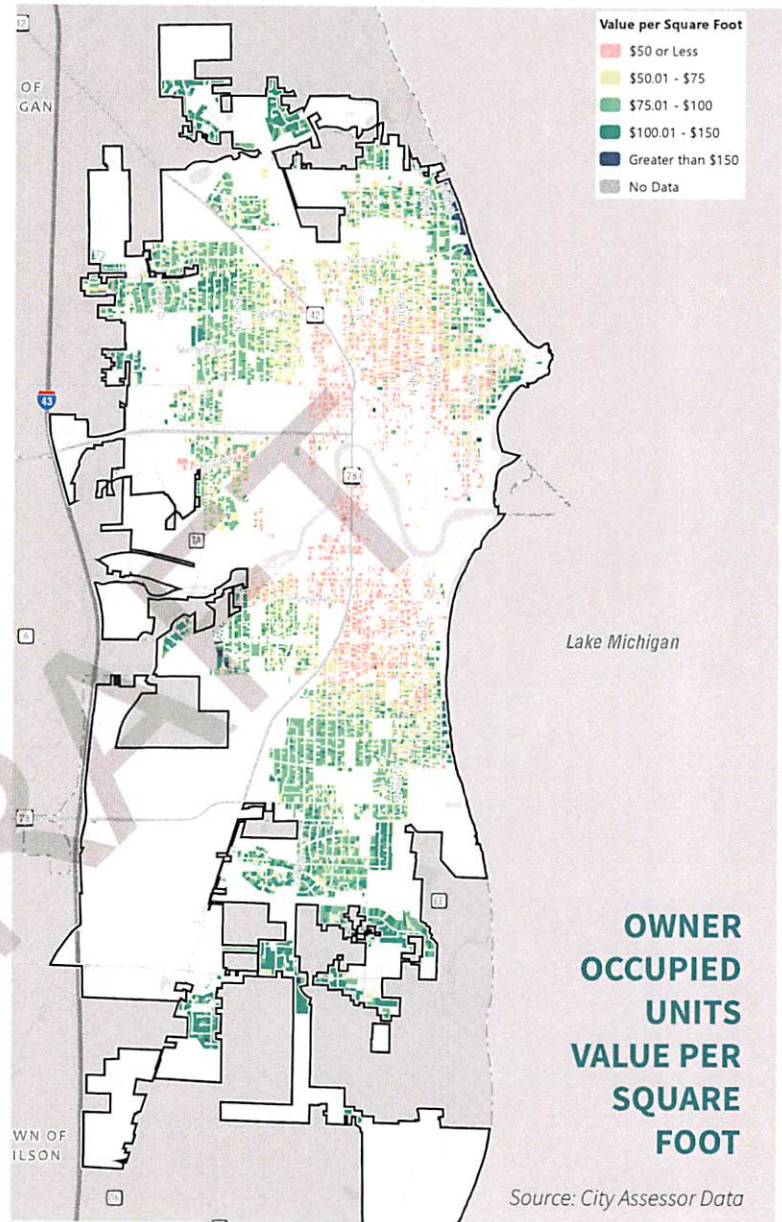
Figure 63. Median Value of Owner Occupied Housing Units in Sheboygan and Surrounding Communities

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.



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.

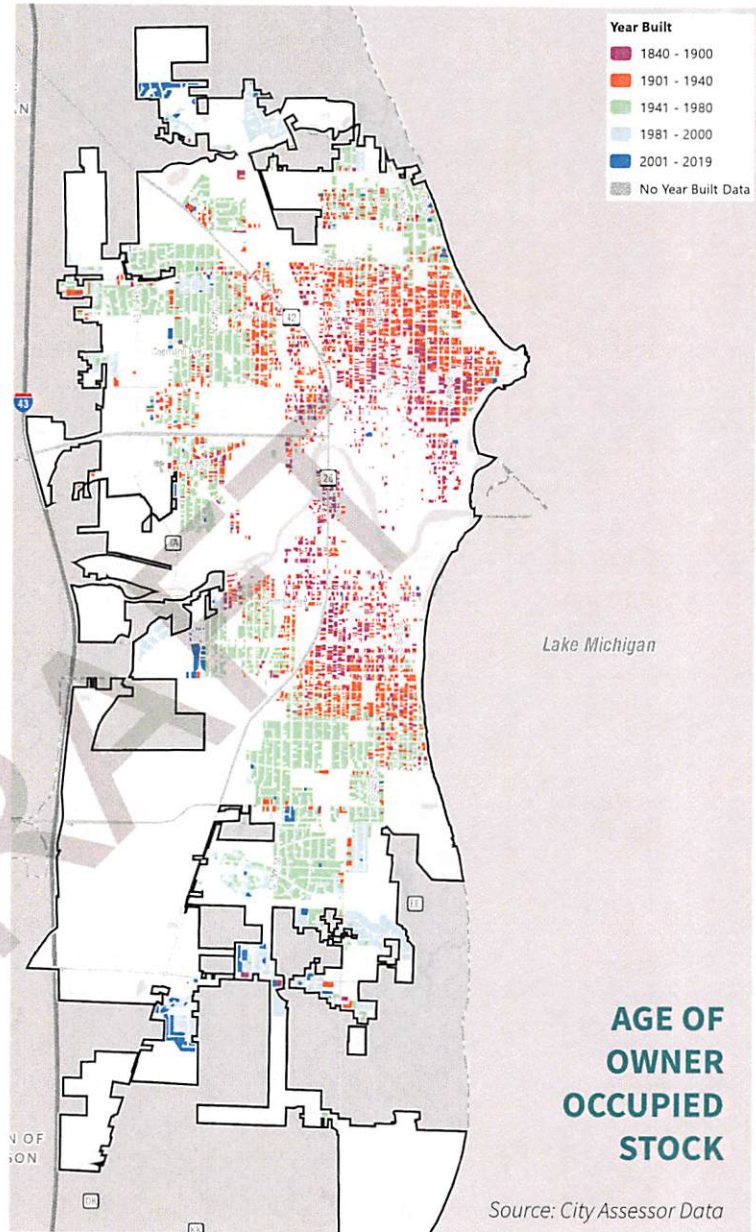
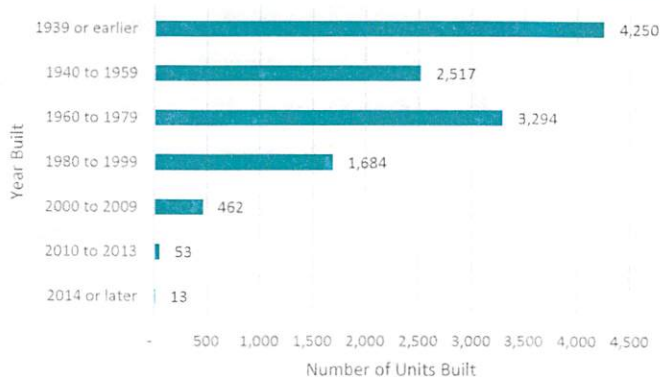


Figure 64. Year Built for Owner Units in Sheboygan
Source: 2018 5-Year ACS Estimates



VACANCY

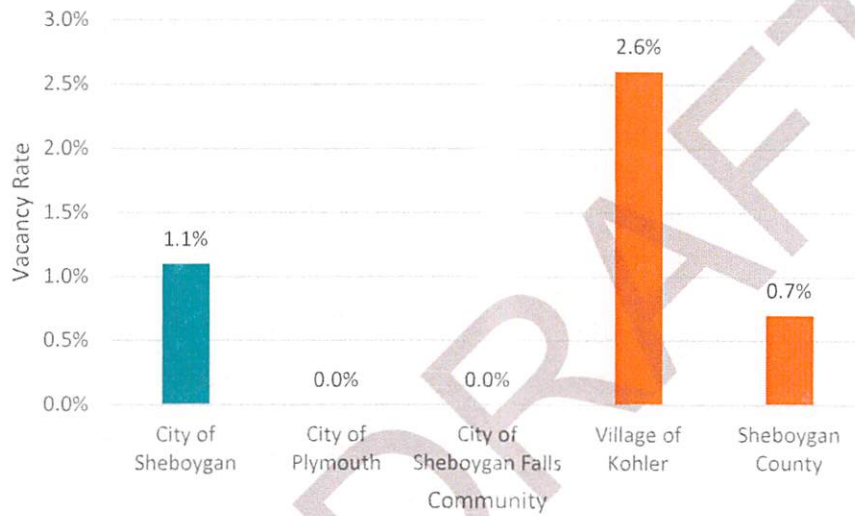
A typical healthy vacancy rate for renters is around 2%. This number is typically lower than the renter vacancy rate because homeowners tend to continue living in homes that are on the market, and vacancy between owners is typically brief. Extended home vacancy that shows up in the vacancy statistic 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



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

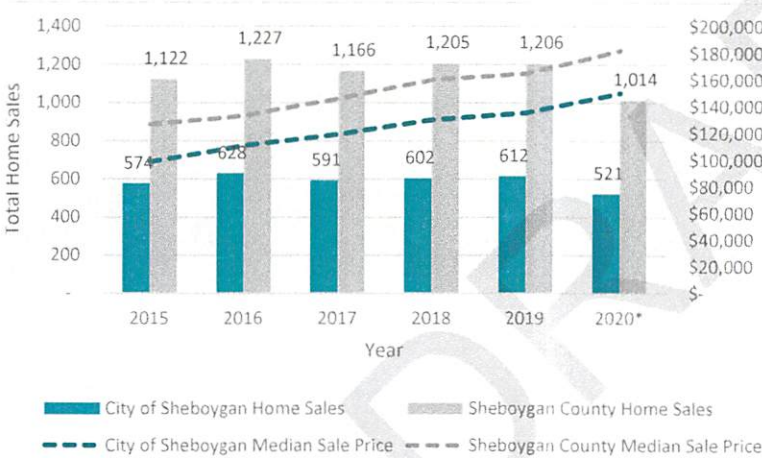
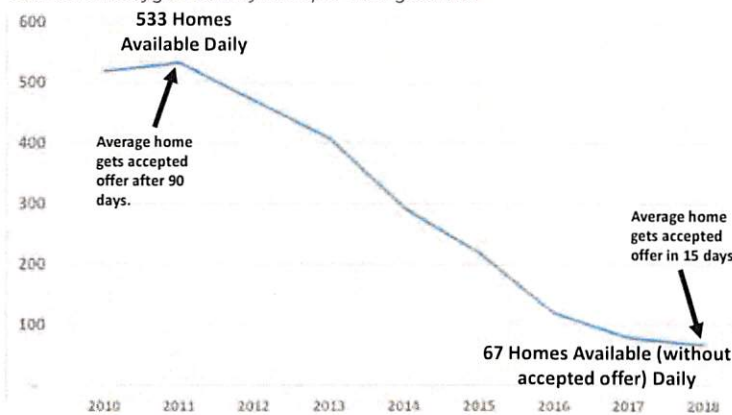


Figure 67. Average Daily Available Homes Listed on MLS in Sheboygan County

Source: Sheboygan County Multiple Listing Service



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

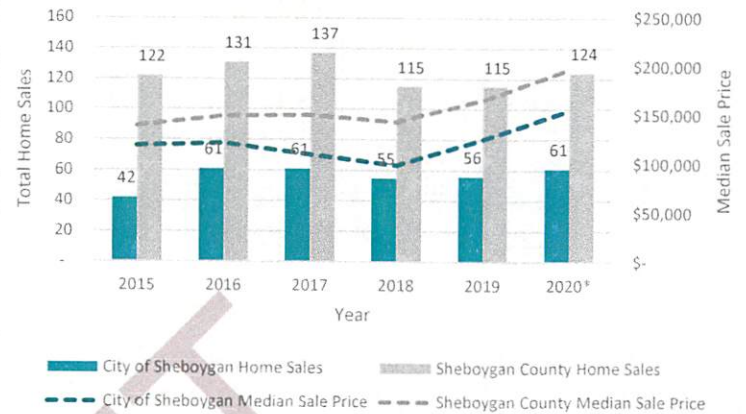


Figure 69. Duplex Home Sales in Sheboygan and Sheboygan County
Source: Multiple Listing Service



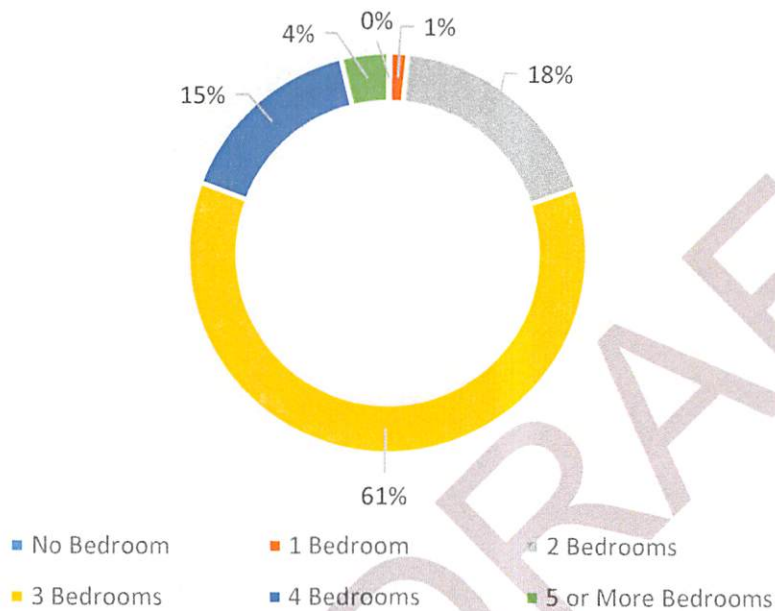
OWNERSHIP UNIT SIZE

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



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

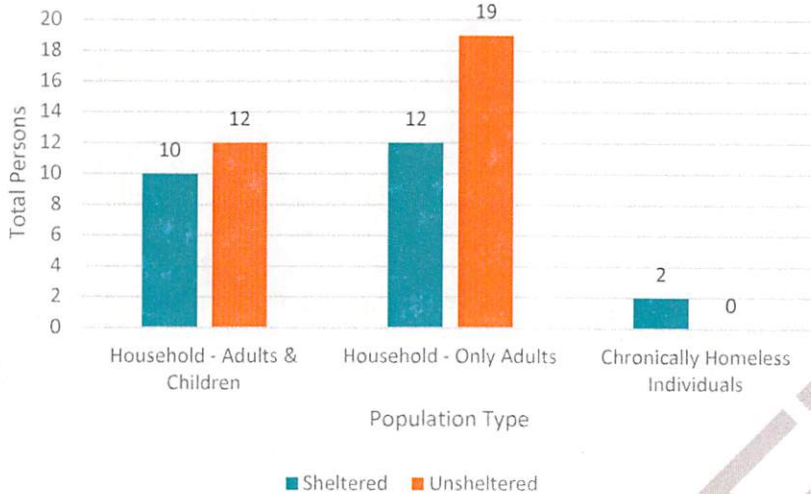
- Over 6,000 residents will age into the 85+ age cohort over the next 20 years and may look to sell their housing.
- There are about 500 homeless individuals in Sheboygan each year. There has been a recent increase in homeless seniors.
- 44% of households in Sheboygan are ALICE—they earn more than the 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.

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

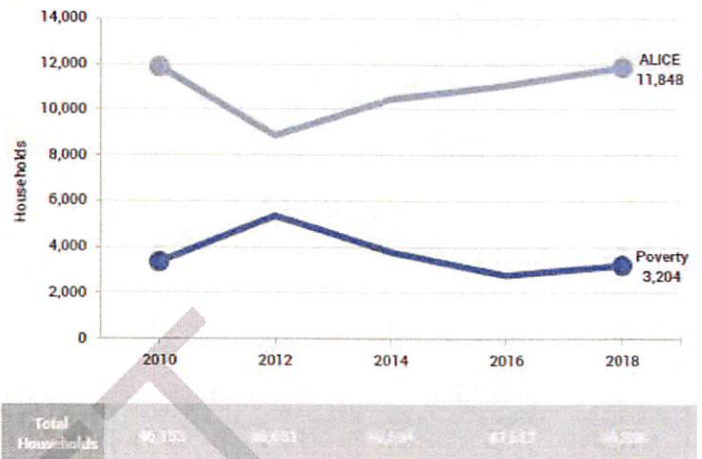


Figure 73. Household Survival Budget in Sheboygan County

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 |

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.

Figure 74. 62+ Household Income and Tenure in Sheboygan

Source: HUD CHAS 2012-2016 62+ Household Income and Tenure

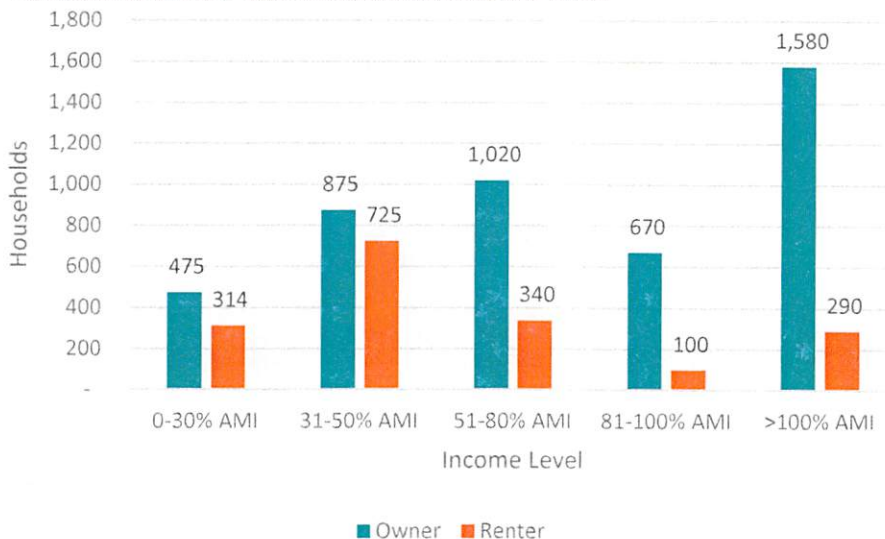
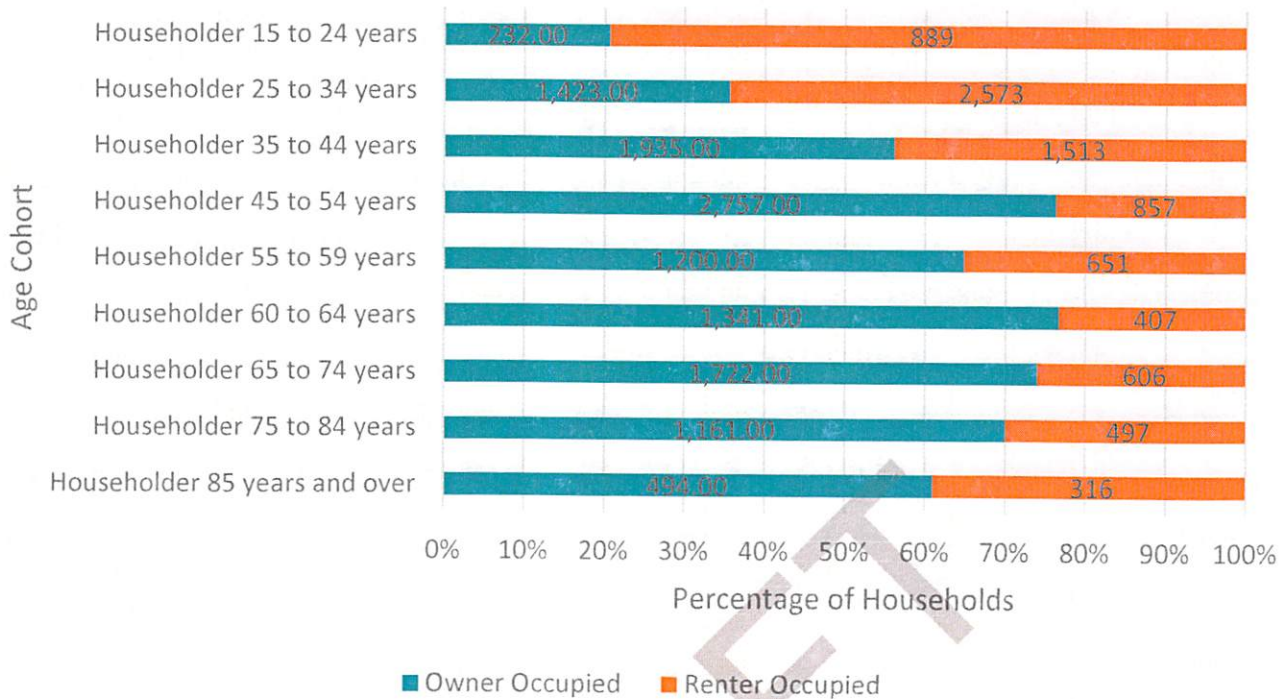


Figure 75. Housing Tenure by Age in Sheboygan
 Source: 2018 5-Year ACS Estimates



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

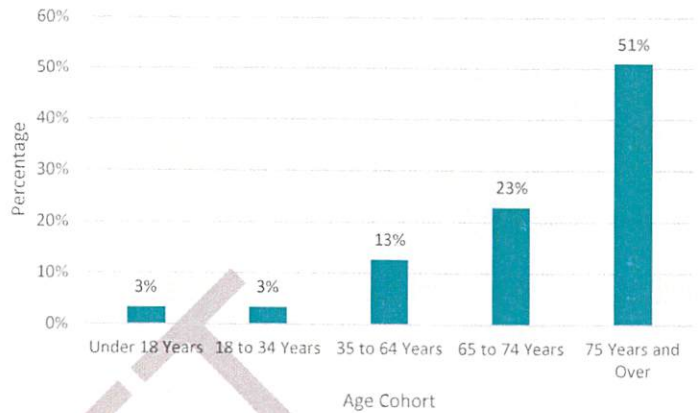


Figure 77. Age Projections for Sheboygan County

Source: Wisconsin Department of Administration

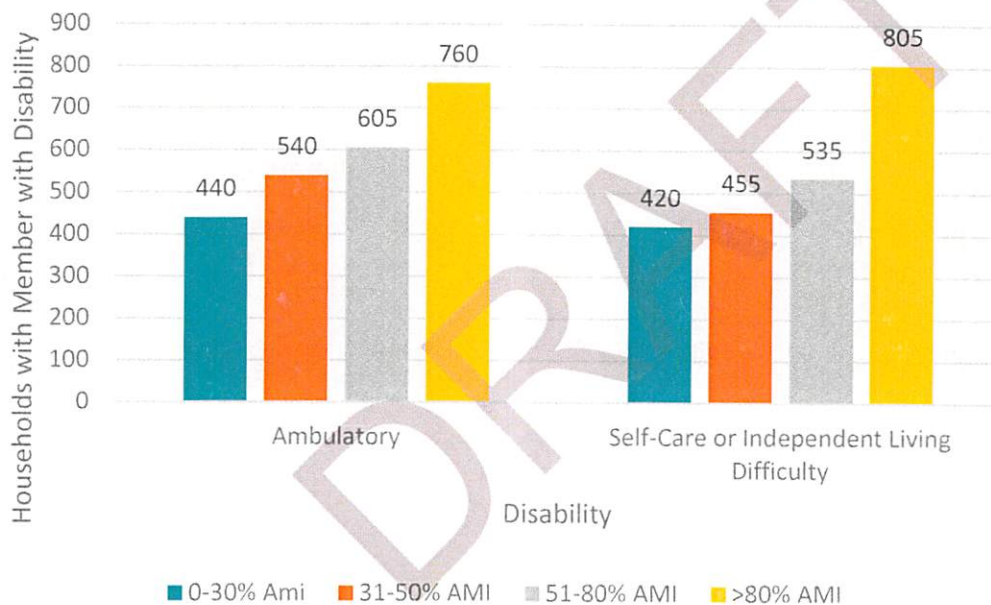
| | 2018 | Projected 2040 | Projected Percent Increase |
|-------|--------|----------------|----------------------------|
| 0-9 | 13,423 | 13,820 | 3% |
| 10-19 | 15,228 | 15,170 | 0% |
| 20-34 | 20,179 | 19,380 | -4% |
| 35-54 | 29,922 | 29,370 | -2% |
| 55-64 | 16,894 | 14,620 | -13% |
| 65-84 | 16,700 | 26,580 | 59% |
| 85+ | 2,859 | 6,220 | 118% |

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



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.

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.

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.

Figure 79. 2019 Mill Rate Comparison

Source: Wisconsin Department of Revenue

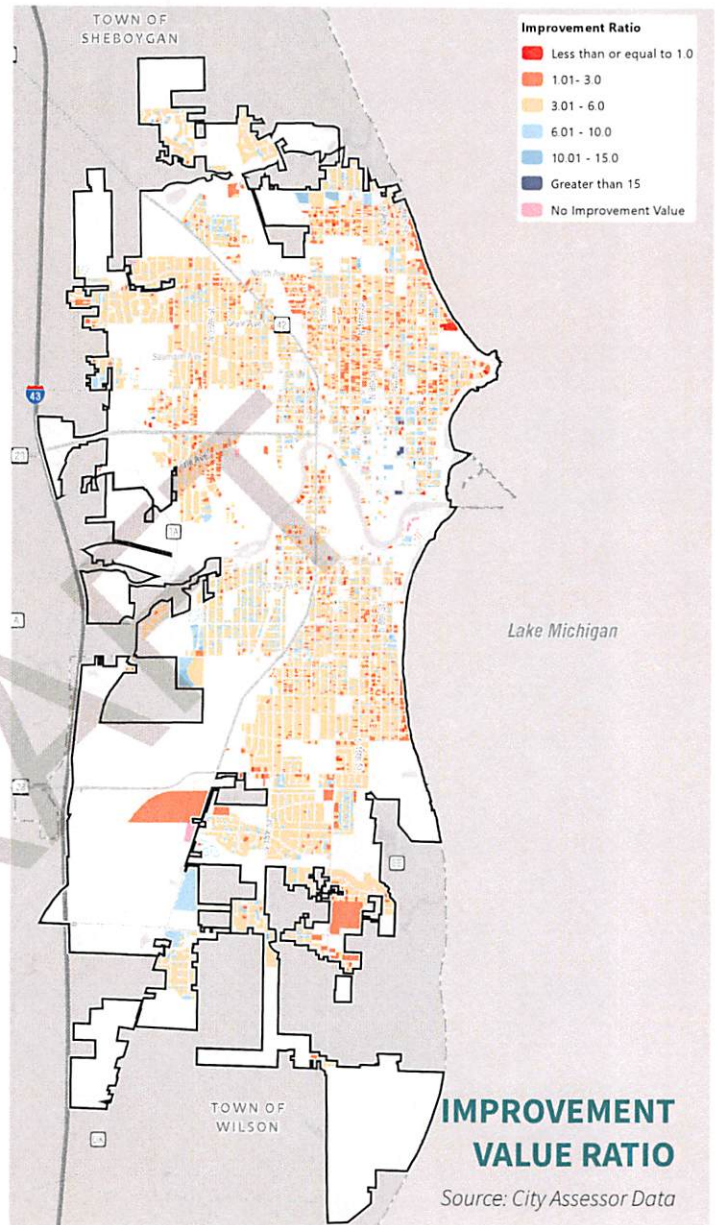
*The median home value in Sheboygan, based on 2018 5-Year ACS estimates

| 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.

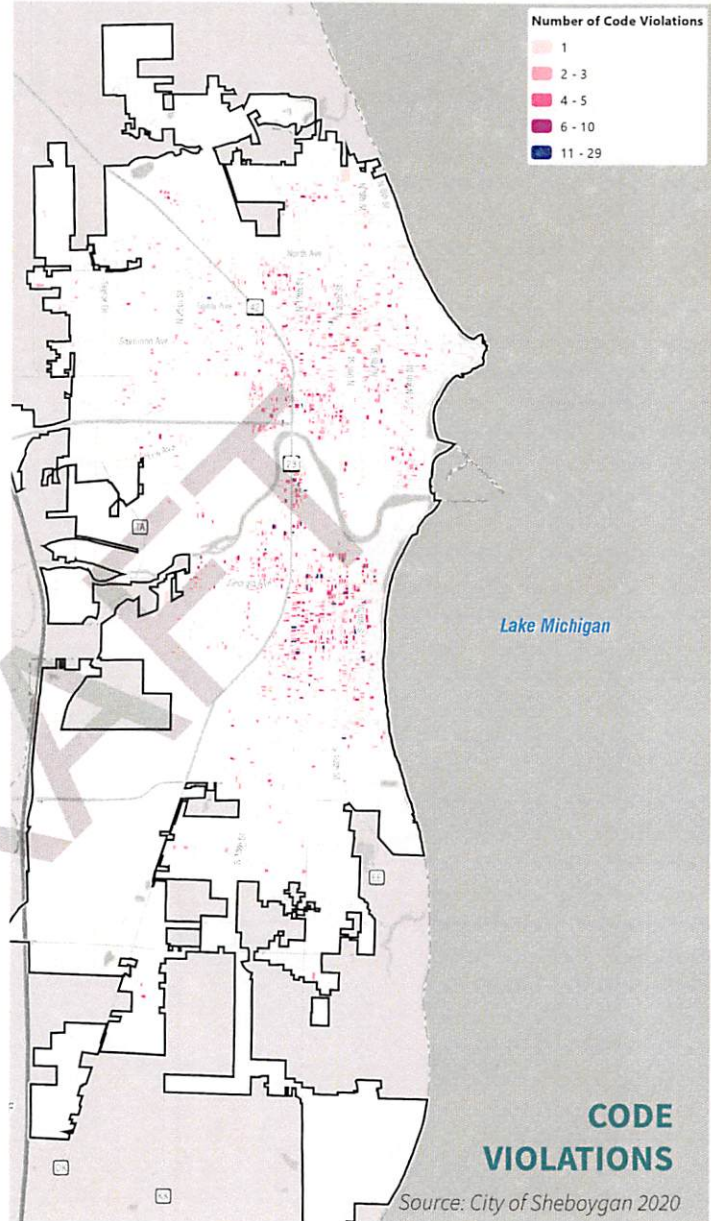
Areas with the lowest improvement ratios, which may be most prepared for redevelopment, are scattered throughout the City. Because the City's growth is limited by the amount of available greenspace, redevelopment of under performing or vacant properties will likely be a key strategy in improving and growing the housing stock throughout Sheboygan.



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.

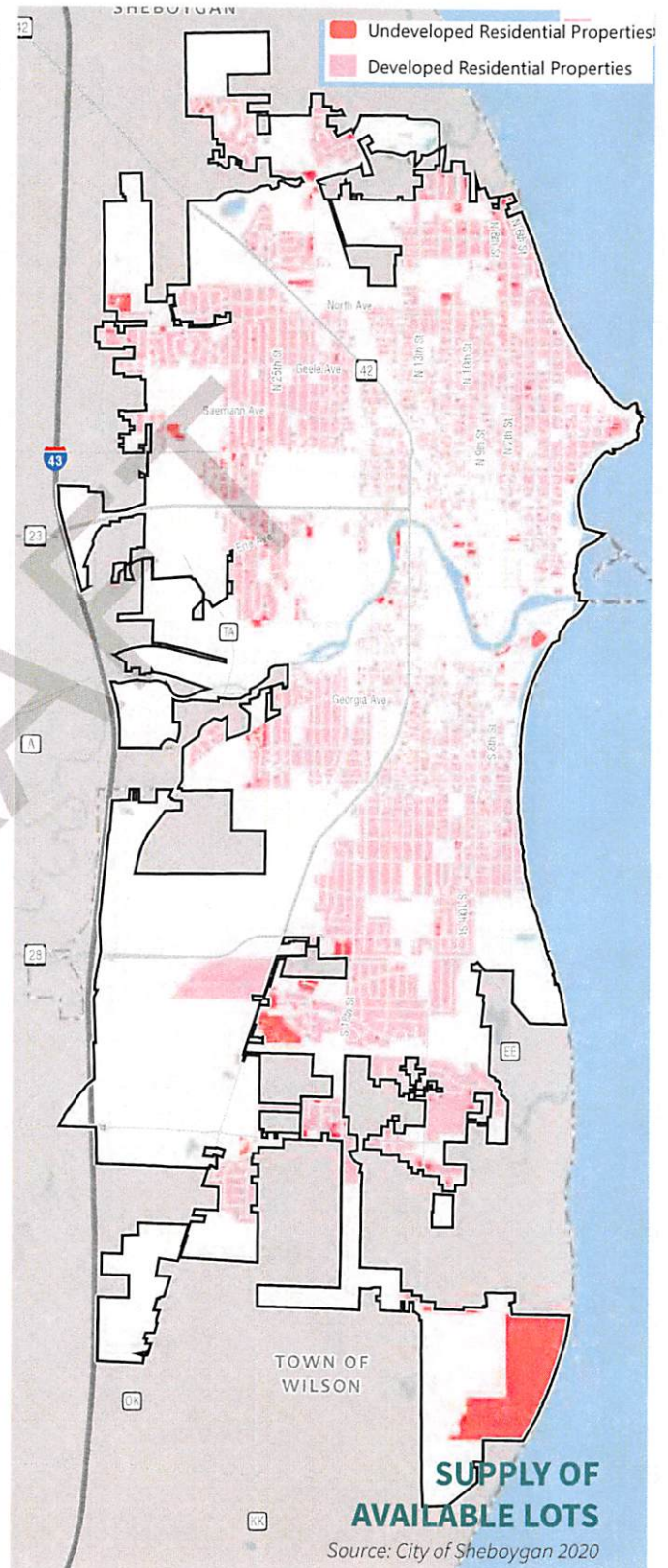


SUPPLY OF AVAILABLE LOTS

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.



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.

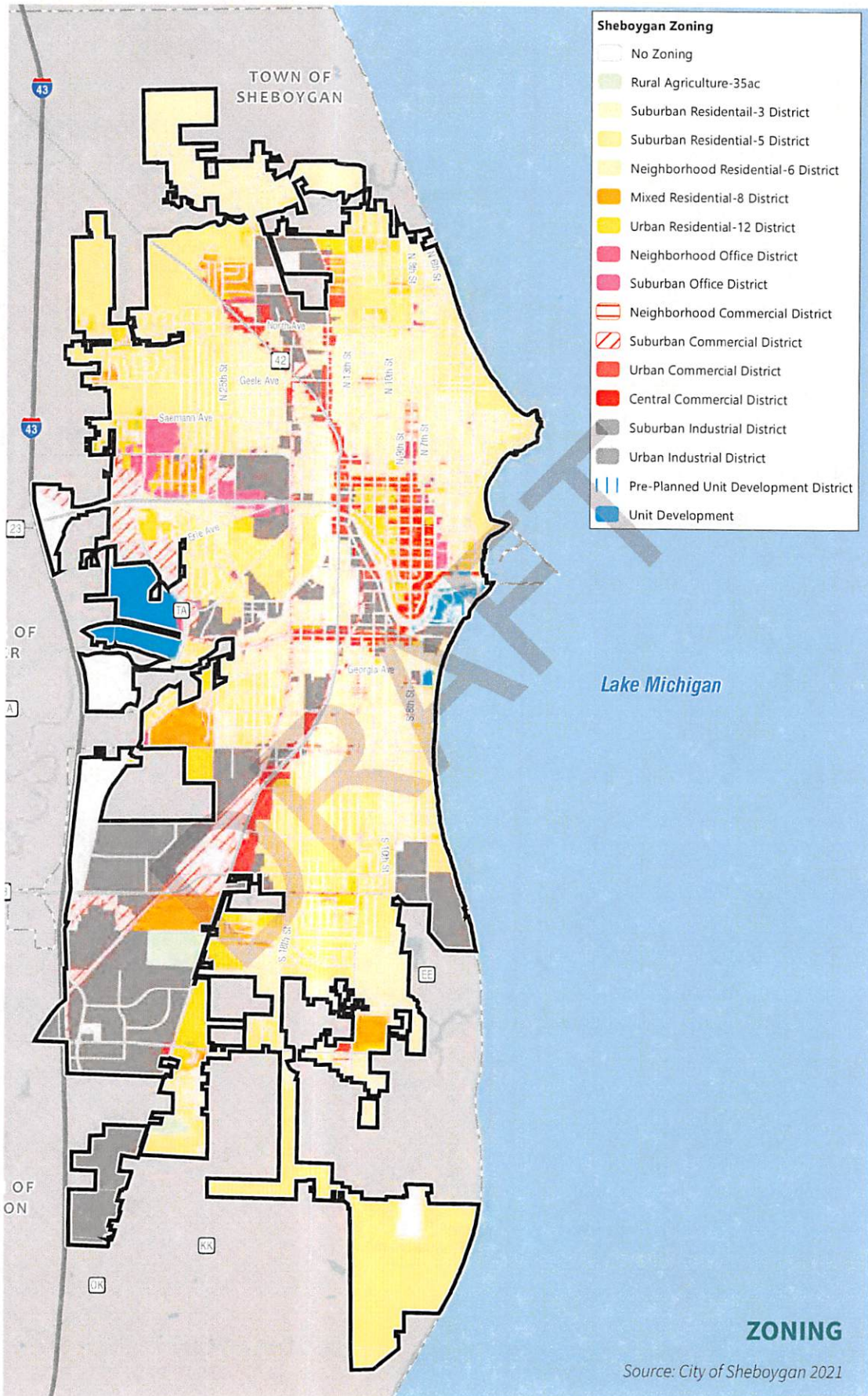
One of the larger fees many communities charge is an impact fee. Impact fees fund a proportionate share of the cost of public facilities needed to serve new development. Typical impact fees charged by communities include sewer, water, parks, waste, police, fire, among others. Currently the only impact 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.

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 |
| <i>Min Lot Size (in SF)</i> | 40,000 | 10,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | | |
| <i>Min Lot Width (in FT)</i> | 150 | 70 | 60 | 60 | 60 | 60 | 60 | 60 | | |
| <i>Min Front Yard Setback (in FT)</i> | 50 | 35 | 25 | 25 | 25 | 25 | 25 | 25 | | |
| <i>Min Dwelling Unit Separation (in FT)</i> | 50 | 20 | 10 | 10 | 10 | 10 | 10 | 10 | | |
| Duplex | | | | | P | P | | | | |
| <i>Min Lot Size (in SF)</i> | | | | | 6,000 | 6,000 | | | | |
| <i>Min Lot Width (in FT)</i> | | | | | 60 | 60 | | | | |
| <i>Min Front Yard Setback (in FT)</i> | | | | | 20 | 20 | | | | |
| <i>Min Dwelling Unit Separation (in FT)</i> | | | | | 10 | 10 | | | | |
| Twin House | | | | | P | P | | | | |
| <i>Min Lot Size (in SF)</i> | | | | | 3,000 | 3,000 | | | | |
| <i>Min Lot Width (in FT)</i> | | | | | 30 | 30 | | | | |
| <i>Min Front Yard Setback (in FT)</i> | | | | | 20 | 20 | | | | |
| <i>Min Dwelling Unit Separation (in FT)</i> | | | | | 10 | 10 | | | | |
| Two-Flat | | | | C | C | C | C | C | | |
| Townhouse | | | | | | P | | | | C |
| <i>Min Lot Size (in SF)</i> | | | | | | 2,500 | | | | |
| <i>Min Lot Width (in FT)</i> | | | | | | 16 | | | | |
| <i>Min Front Yard Setback (in FT)</i> | | | | | | 20 | | | | |
| <i>Min Dwelling Unit Separation (in FT)</i> | | | | | | 20 | | | | |
| Mobile Home | | | | | C | | | | | |
| Multiplex | | | | | | C | C | C | | C |
| <i>2,500 SF lot area/unit</i> | | | | | | | | | | |
| Apartment | | | | | | C | C | C | | C |
| <i>2,500 SF lot area/unit</i> | | | | | | | | | | |
| 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 | | | |



| 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

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.

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 in 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

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.

Figure 81. Sheboygan County Total Home Sales 2017-2020

Source: Multiple Listing Service



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

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 price 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) | | | |

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) | | | |

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 Need | 104 units (10/year) |
| Total Unit Need = 401 units (40/year) | | | | | |

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 Need | 266 units (27/year) |
| Total Unit Need = 1,023 units (102/year) | | | | | |

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.

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

DRAFT

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.

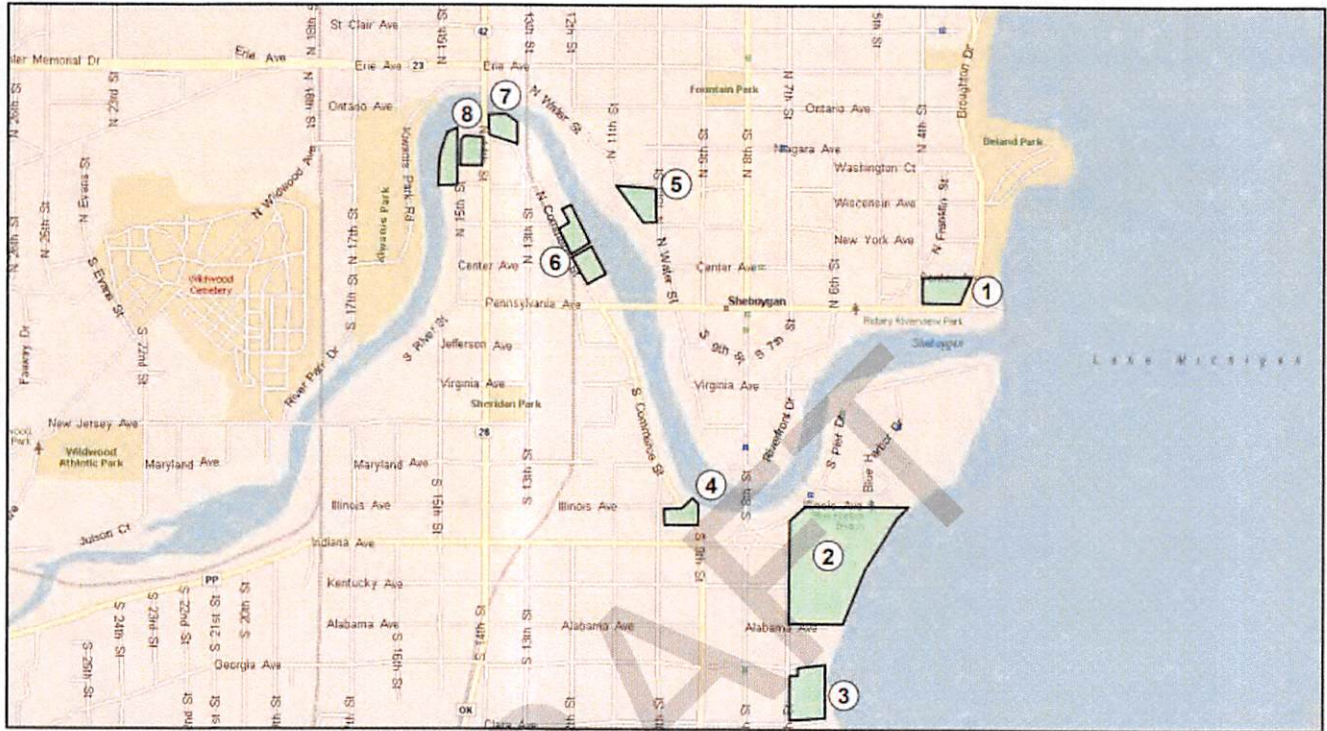


City of Sheboygan

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)

Key Property

- ④ Koepsell Property (+/- 1.5 Acres)
- ⑤ Kingsbury Property (+/- 2 Acres)
- ⑥ Mayline Property (+/- 2 Acres)

Key Property

- 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.

Highest Priority Areas

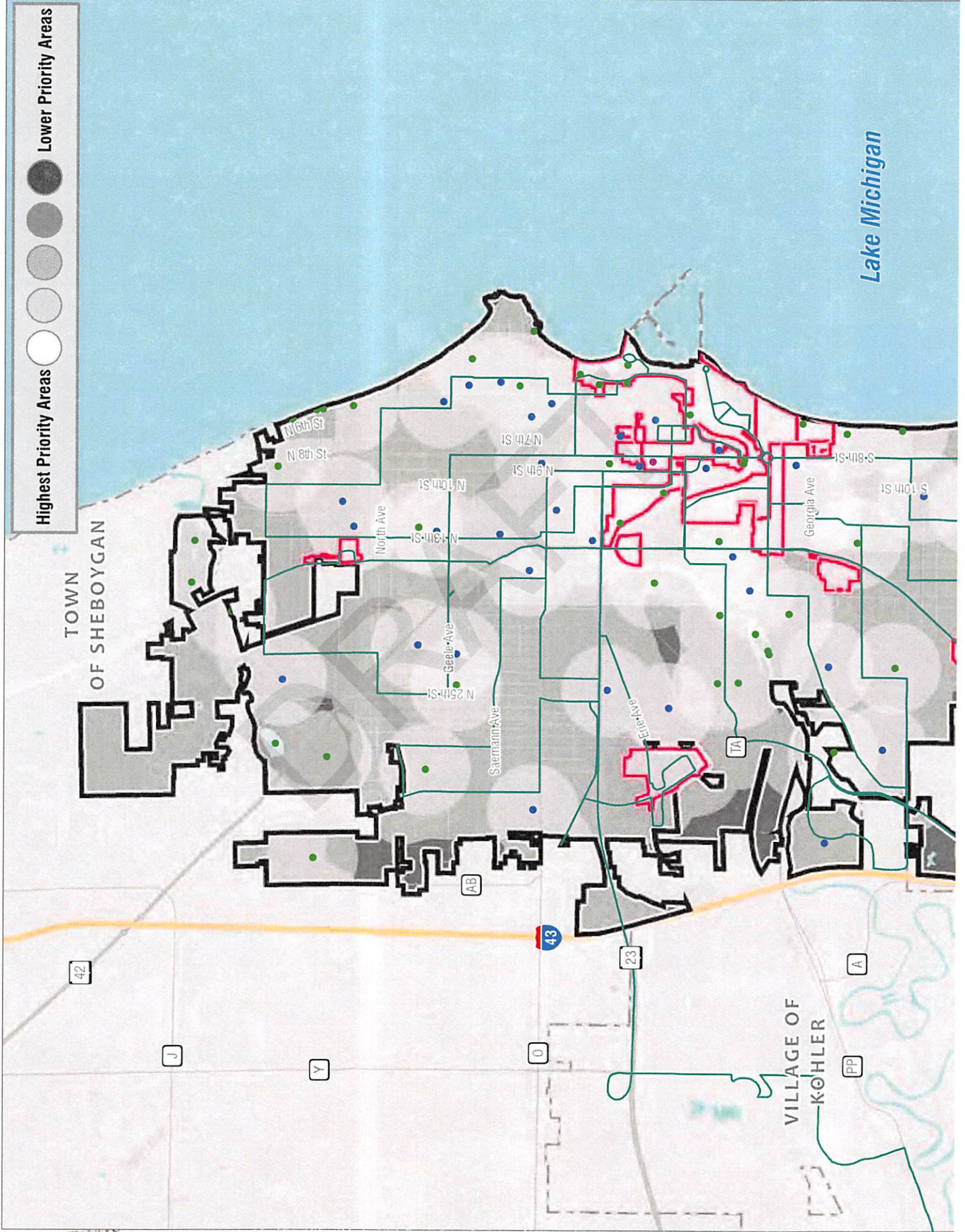


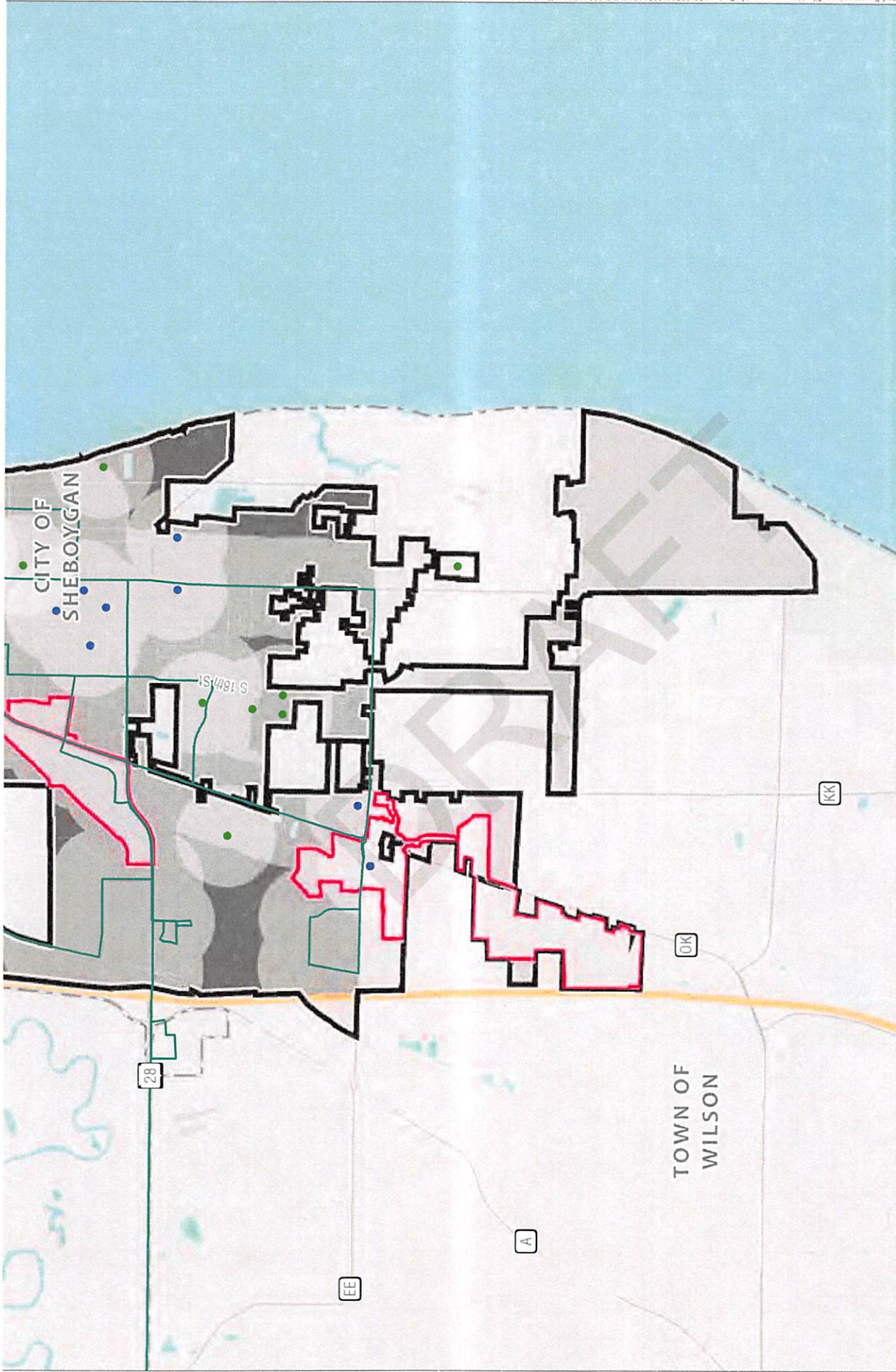
Lower Priority Areas

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER

Lake Michigan





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
 Sheboygan County, WI

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.

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 knowledgeable 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

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

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.

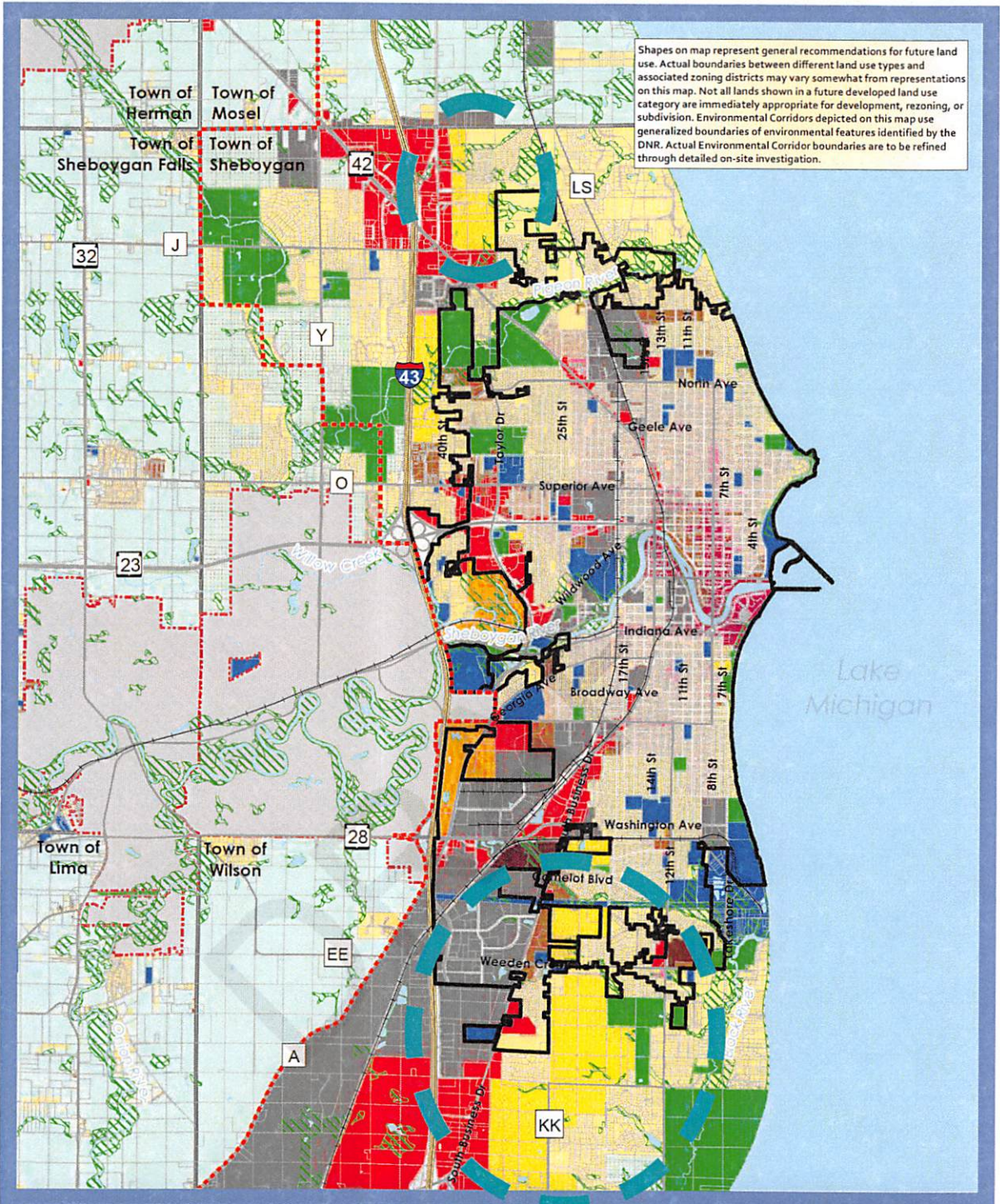
City-Owned Properties

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



Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

Map 2-1 Future Land Use City of Sheboygan Comprehensive Plan

| | | |
|---|---------------------------|--|
| City of Sheboygan Municipal Boundary | Agricultural/Rural | Community Mixed Use |
| Other City or Village Municipal Boundaries | Single Family Residential | Central Mixed Use |
| Town Boundaries | Neighborhood Preservation | Institutional and Community Facilities |
| City of Sheboygan Extraterritorial Jurisdiction | Two Family Residential | Employment |
| Major Road | Multi Family Residential | Public Parks and Open Space |
| Interstate | Mobile Home Park | Town Development Area |
| Railroad | Planned Neighborhood | Environmental Corridor |
| Water | Neighborhood Mixed Use | |
| | Office Park | |

0 0.25 0.5 1 Miles



Adopted: 12/5/2011
 VANDEWALLE & ASSOCIATES INC.
Shaping ideas. Changing lives.
 Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County

STRATEGIES FOR IMPLEMENTATION

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

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

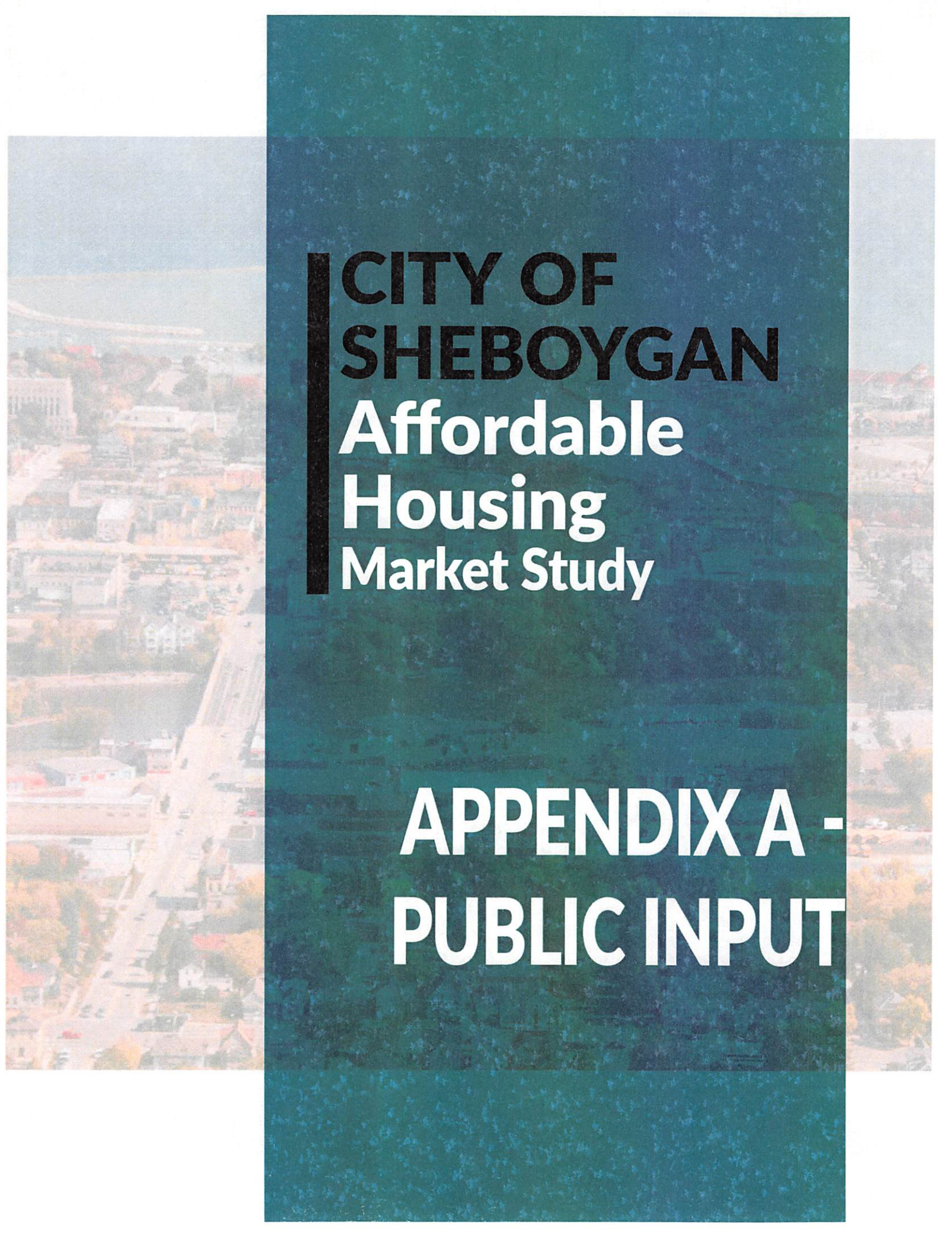
Continue landlord education and advertisement about education opportunities because quality of rental units was a concern brought up in both the community survey and interviews.

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.



**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 not 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 initiatives
 - 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

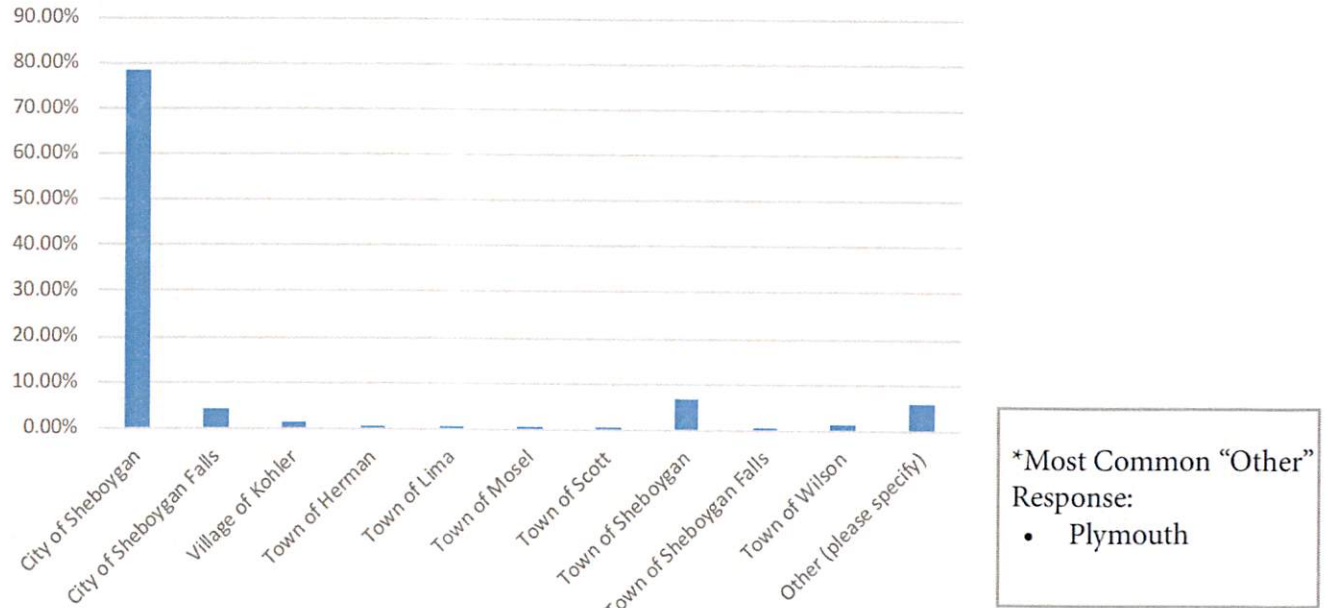
ADDITIONAL QUESTIONS

Realtor/Developer

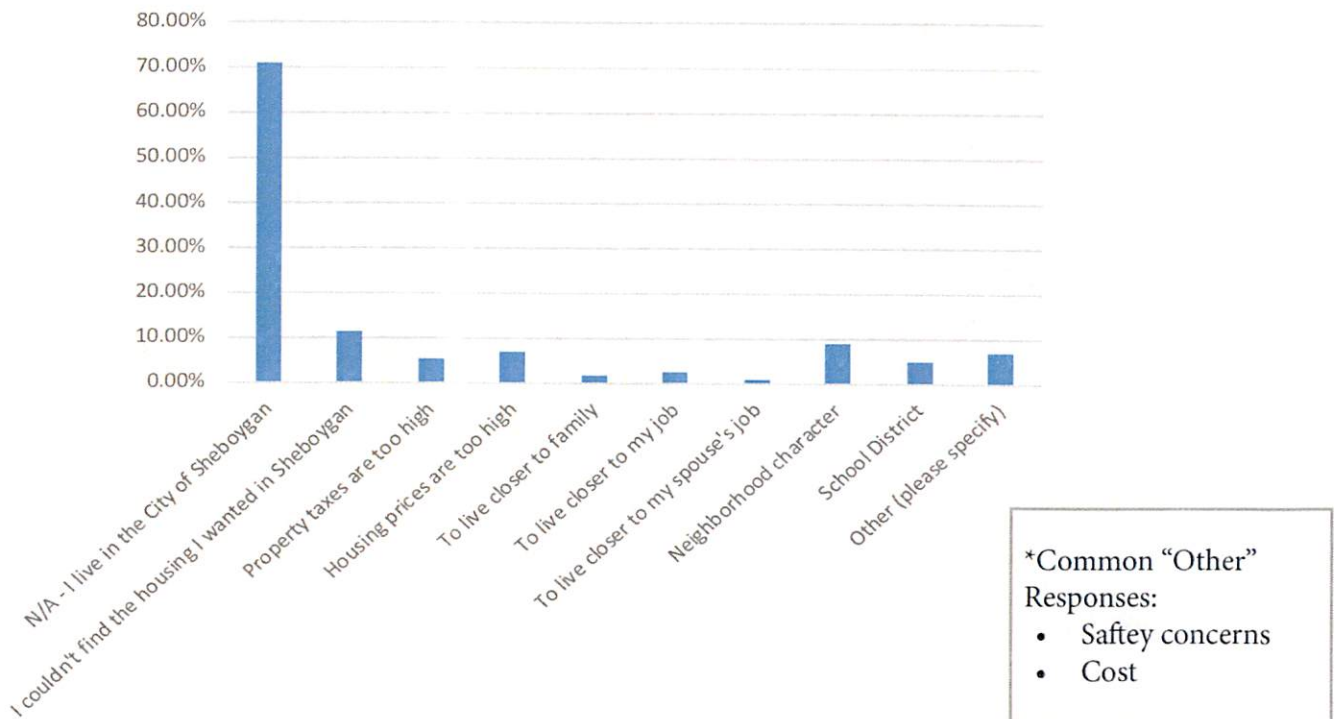
1. What are your thoughts on the development process and regulations in Sheboygan? Better/worse than surrounding communities, and why?
 - a. City has an additional contractor licensure process-the only City in Wisconsin that has this
 - b. Since most redevelopments require variances, it would help to have a quicker process to go through the variance approval (currently takes 1-3 months)
 - i. Focus on recruiting local developers

COMMUNITY SURVEY SUMMARY

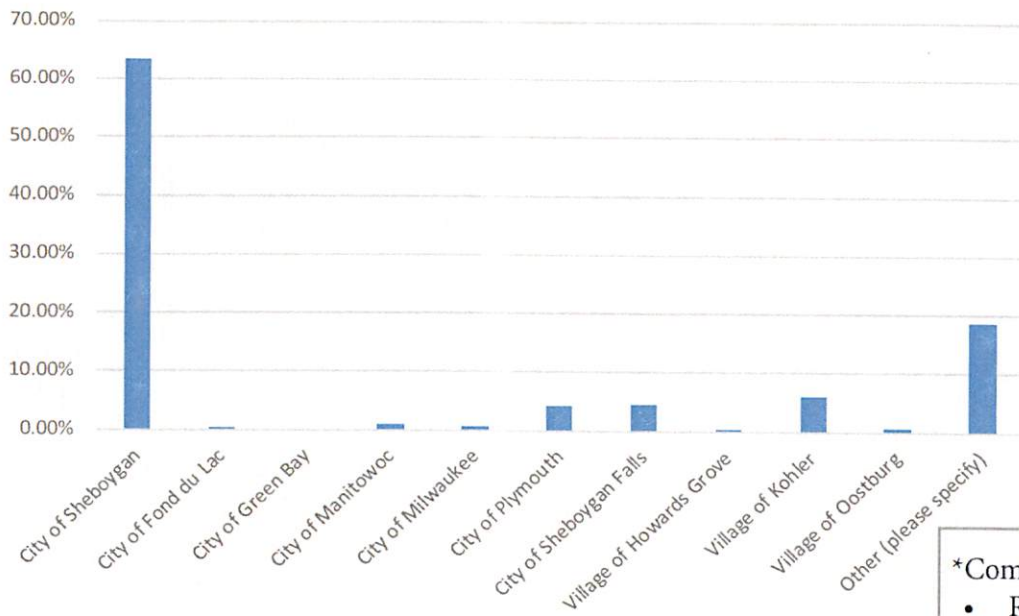
1. IN WHAT COMMUNITY IS YOUR PRIMARY PLACE OF RESIDENCE?*



2. IF YOU DO NOT LIVE IN SHEBOYGAN, PLEASE INDICATE WHAT FACTORED INTO THAT DECISION (SELECT ALL THAT APPLY).*



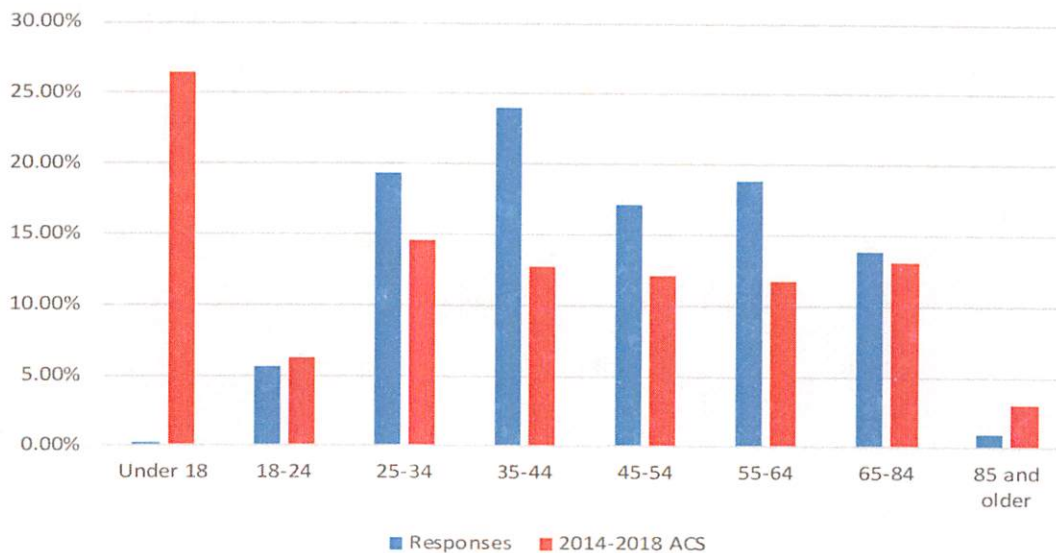
3. IN WHAT COMMUNITY IS YOUR PRIMARY PLACE OF WORK?*



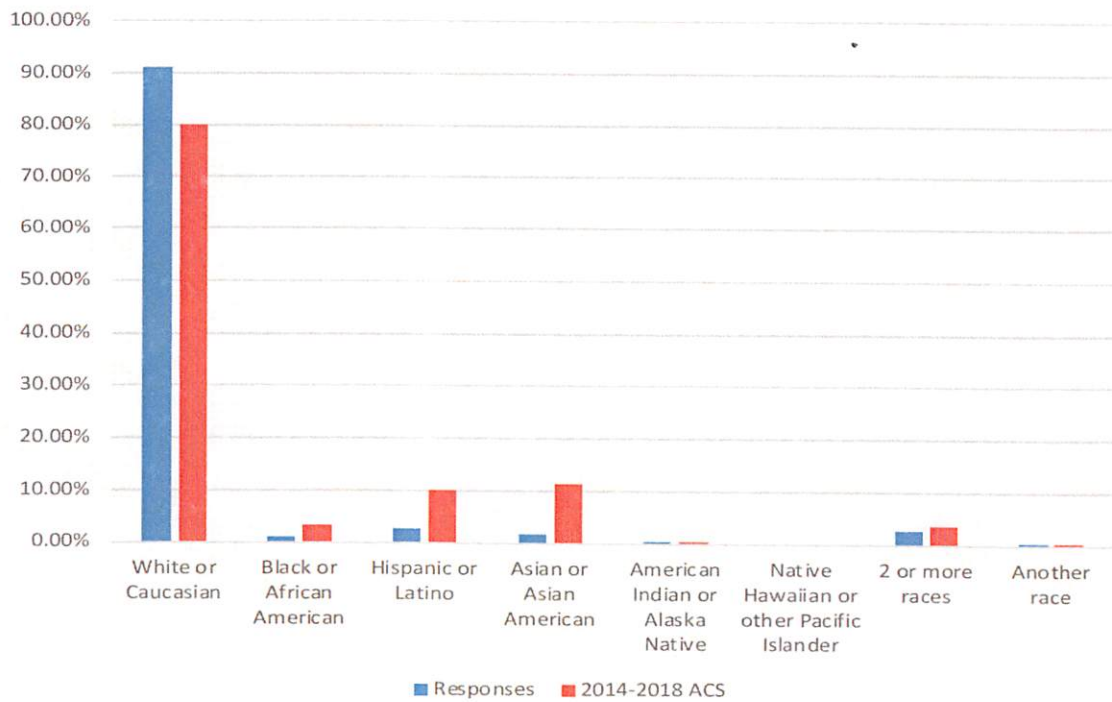
*Common "Other" Responses:

- Retired
- Milwaukee
- Town of Sheboygan

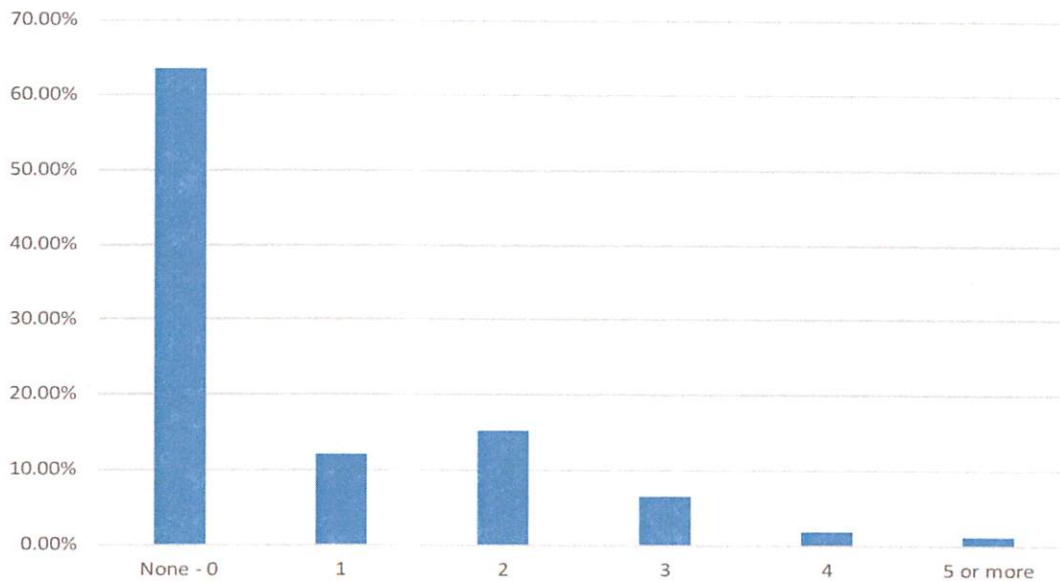
4. PLEASE INDICATE YOUR AGE:



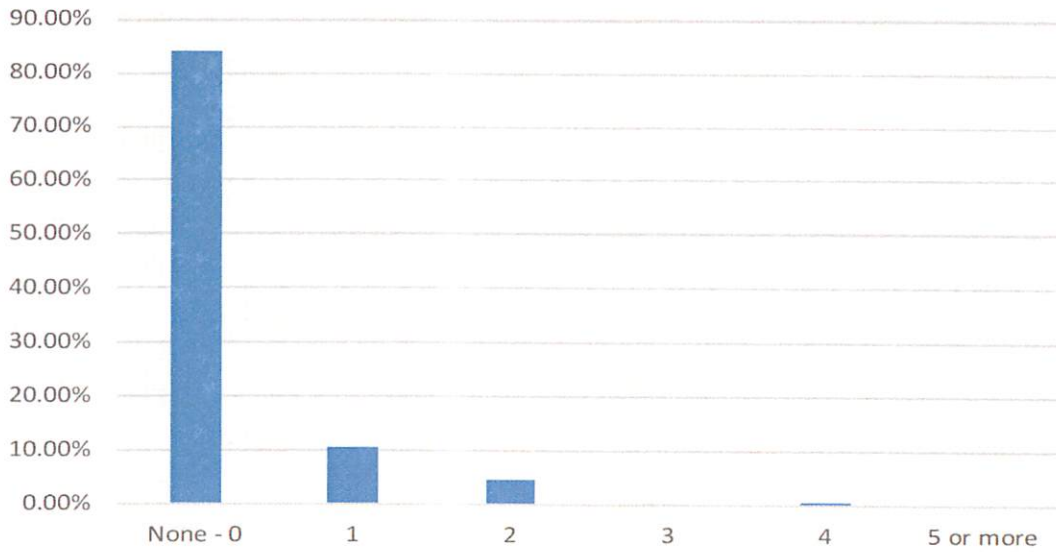
5. PLEASE INDICATE YOUR RACE OR ETHNICITY:



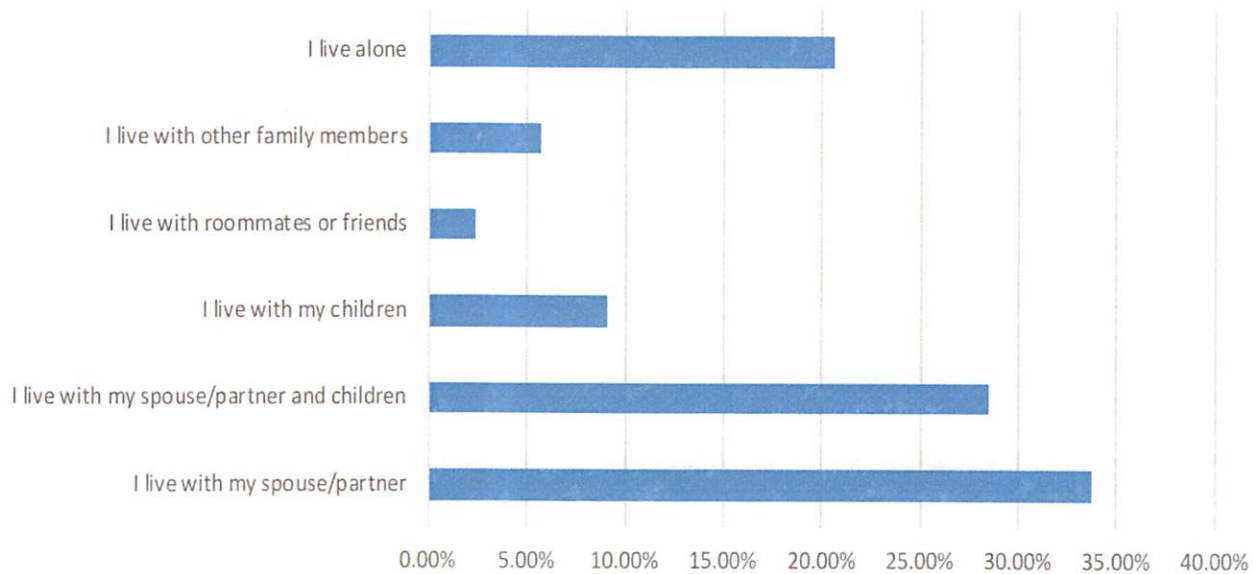
6. DO YOU HAVE CHILDREN UNDER THE AGE OF 18 LIVING IN YOUR HOUSEHOLD? IF YES, HOW MANY?



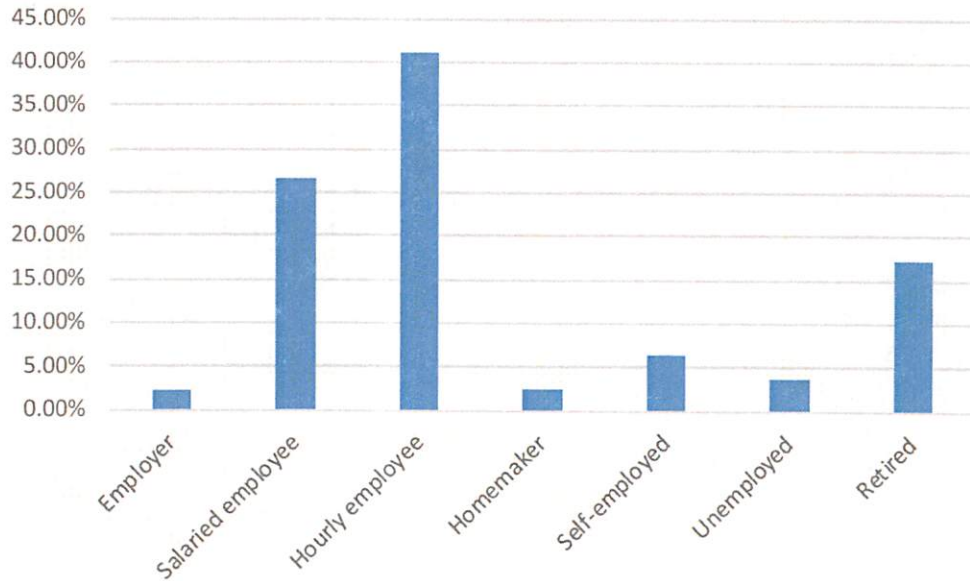
7. DO YOU HAVE ANY CHILDREN OR DEPENDENT ADULTS OVER THE AGE OF 18 LIVING IN YOUR HOUSEHOLD? IF YES, HOW MANY?



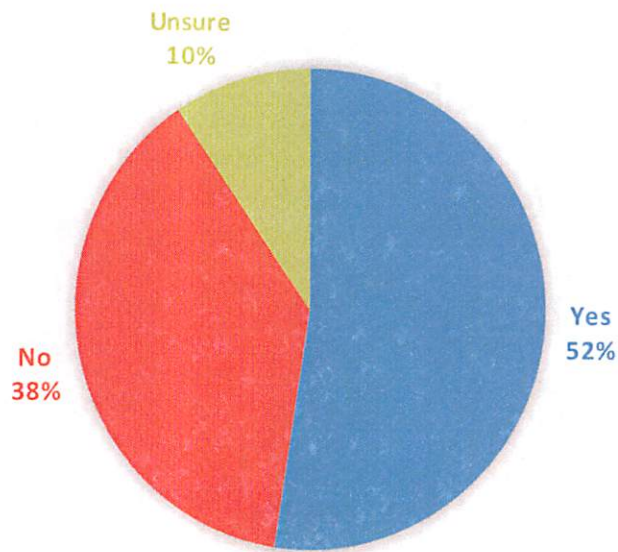
8. HOW WOULD YOU DESCRIBE YOUR LIVING SITUATION?



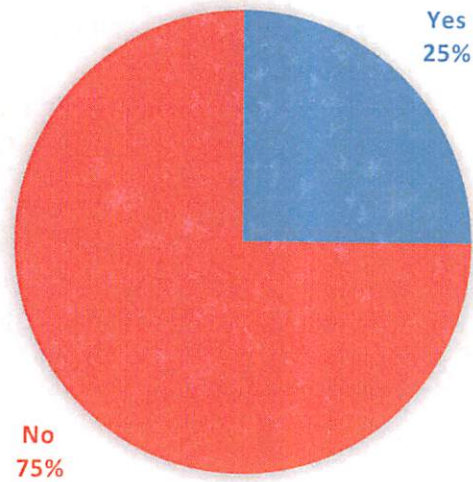
9. PLEASE INDICATE YOUR EMPLOYMENT STATUS.



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?*

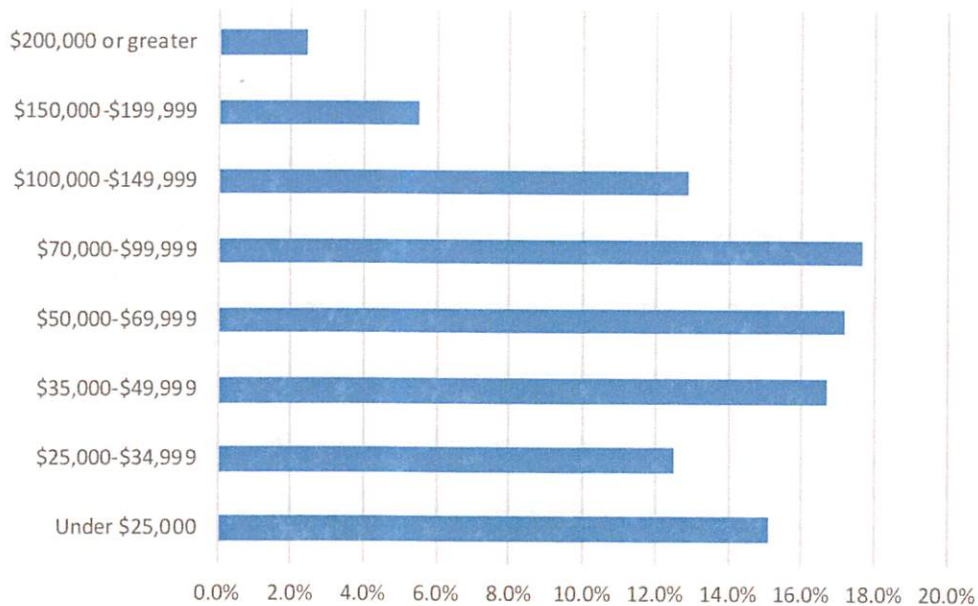


*Most Common Comment:

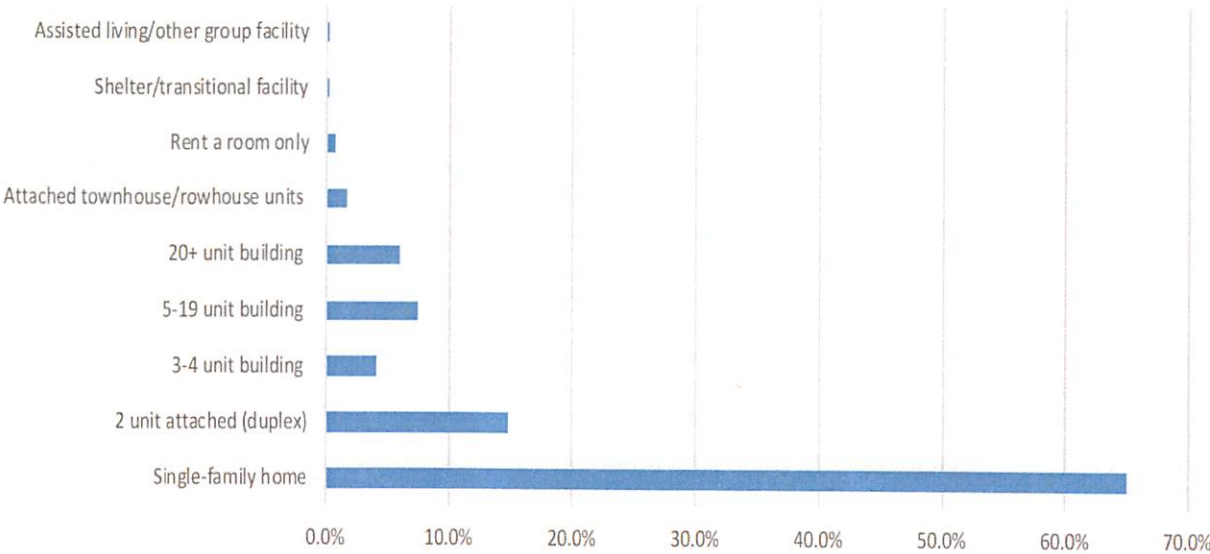
- Temporary and affordable workforce housing is hard to find.

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.

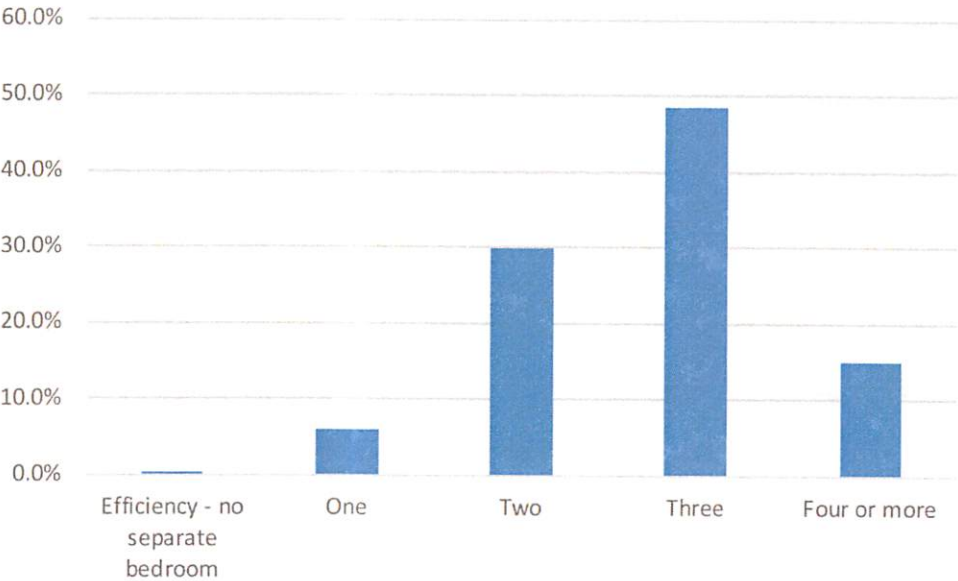
12. WHAT IS YOUR TOTAL HOUSEHOLD INCOME BEFORE TAXES?



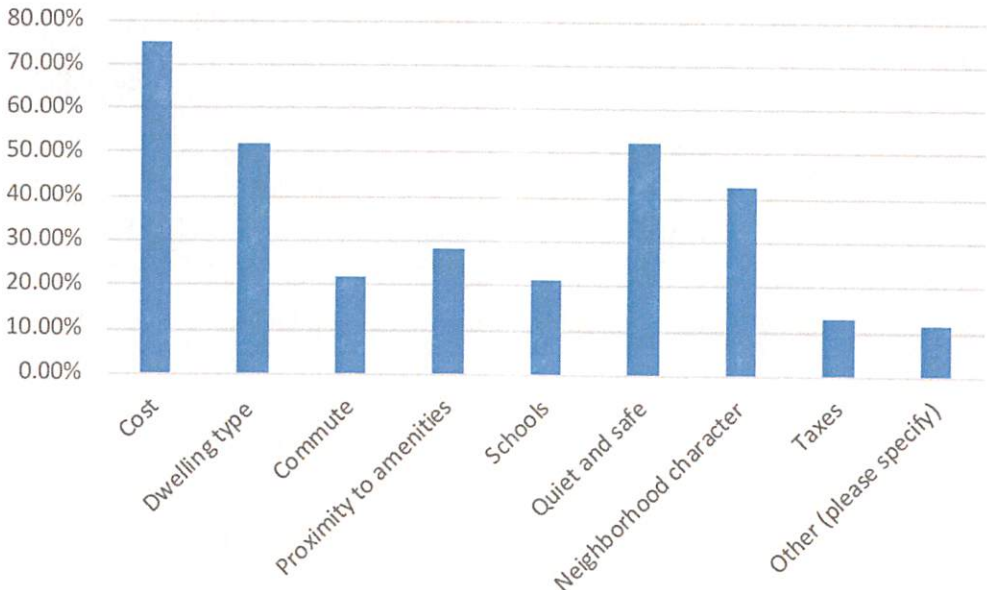
13. WHAT TYPE OF STRUCTURE DO YOU LIVE IN?



14. HOW MANY BEDROOMS DOES YOUR CURRENT HOME HAVE?



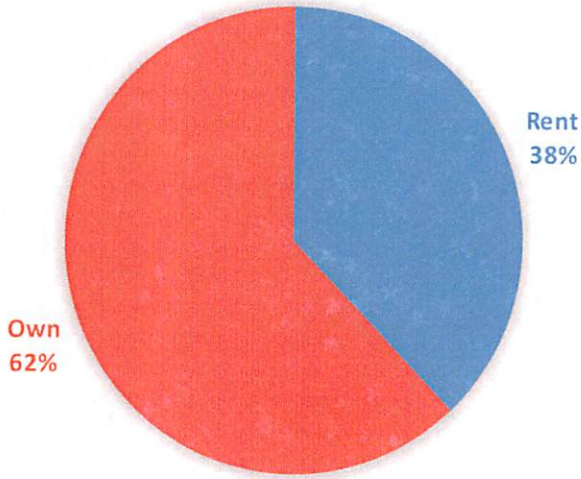
15. WHAT WERE THE IMPORTANT FACTORS IN DECIDING TO LIVE AT YOUR CURRENT RESIDENCE? (SELECT ALL THAT APPLY)*



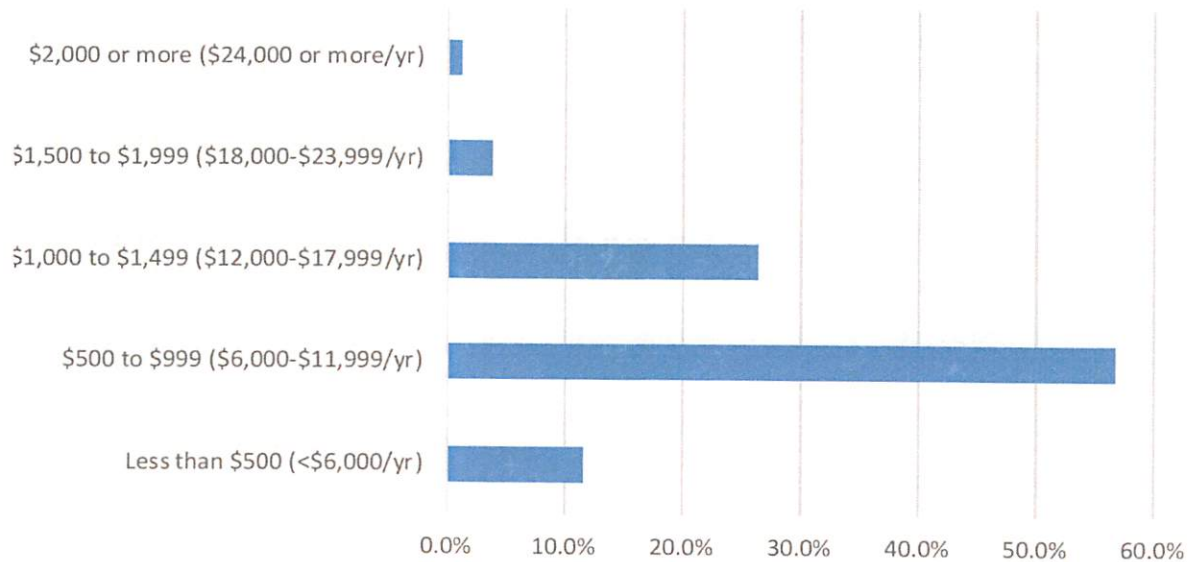
*Common "Other" Responses:

- Pet-friendly
- Close to family
- Well-maintained

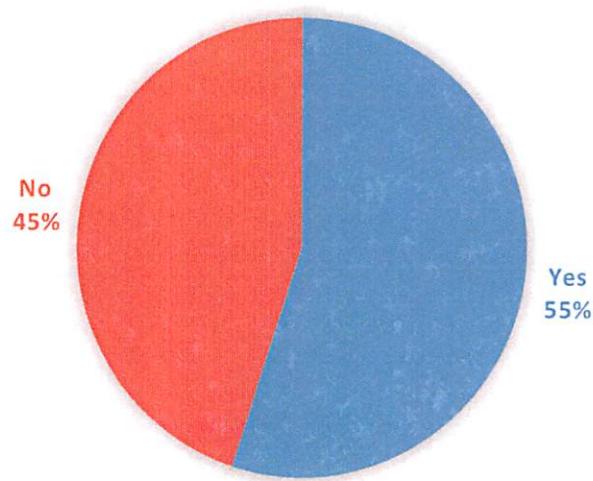
16. DO YOU RENT OR OWN YOUR PLACE OF RESIDENCE?



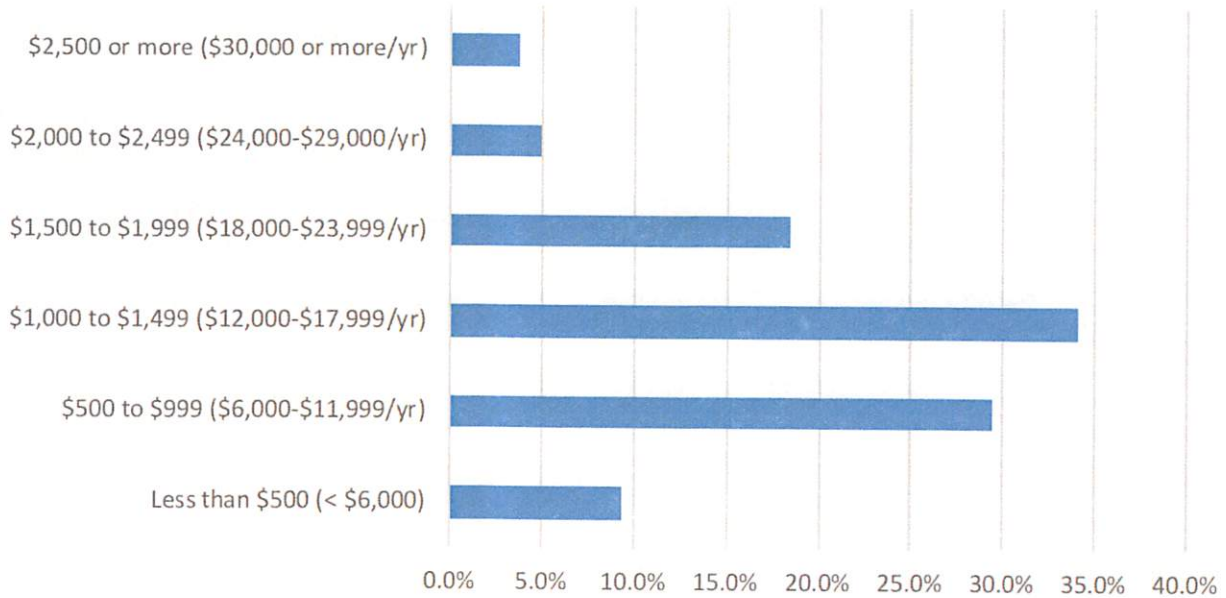
17. RENTERS: APPROXIMATELY HOW MUCH DO YOU CURRENTLY PAY FOR YOUR HOUSING EACH MONTH, INCLUDING RENT, INSURANCE AND UTILITIES?



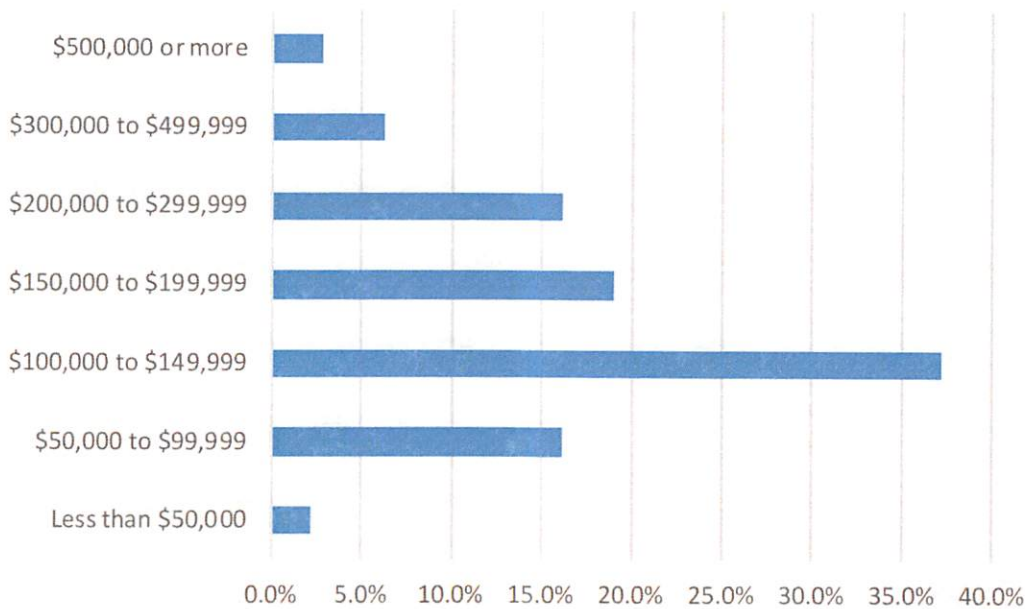
18. IF YOU ARE A RENTER, WOULD YOU CONSIDER LIVING IN AN ACCESSORY DWELLING UNIT/GRANNY FLAT/MOTHER-IN-LAW SUITE?



19. HOMEOWNERS: WHAT IS YOUR MONTHLY COST, INCLUDING UTILITIES, MORTGAGE PAYMENTS, TAXES, ETC.?

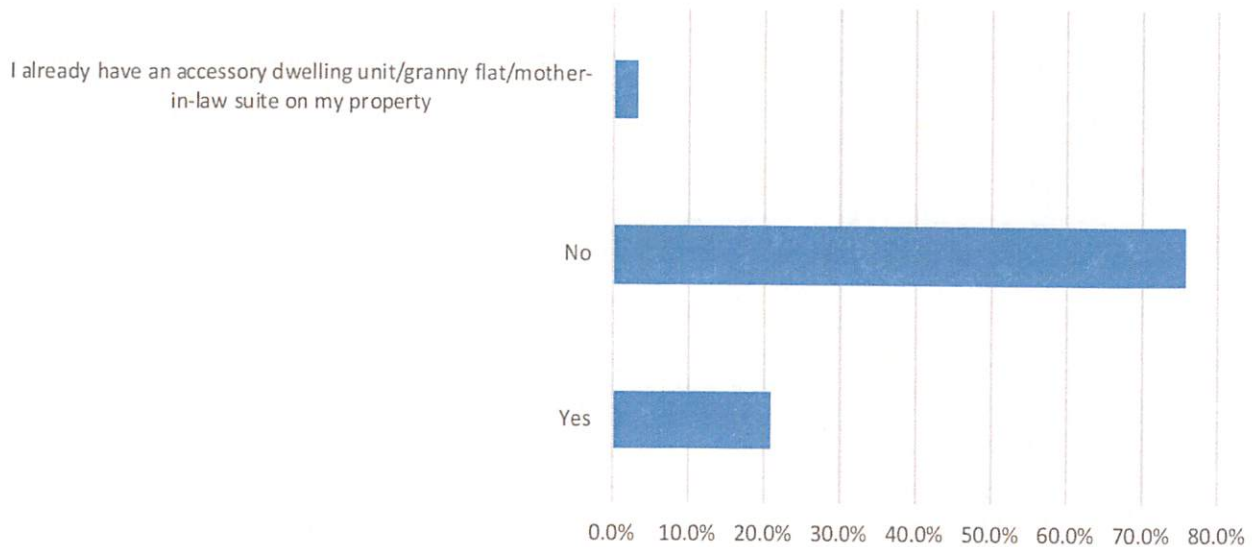


20. HOMEOWNERS: WHAT IS THE APPROXIMATE ASSESSED VALUE OF YOUR HOME?

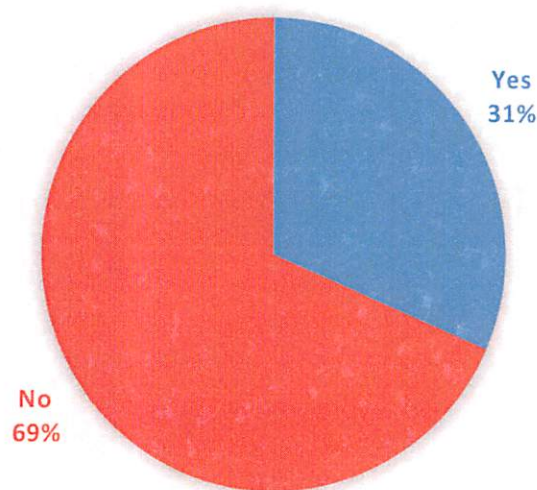


A slightly higher percentage (19.4%) of Sheboygan residents have homes that are worth \$50,000-\$99,999 than do all respondents (16%).

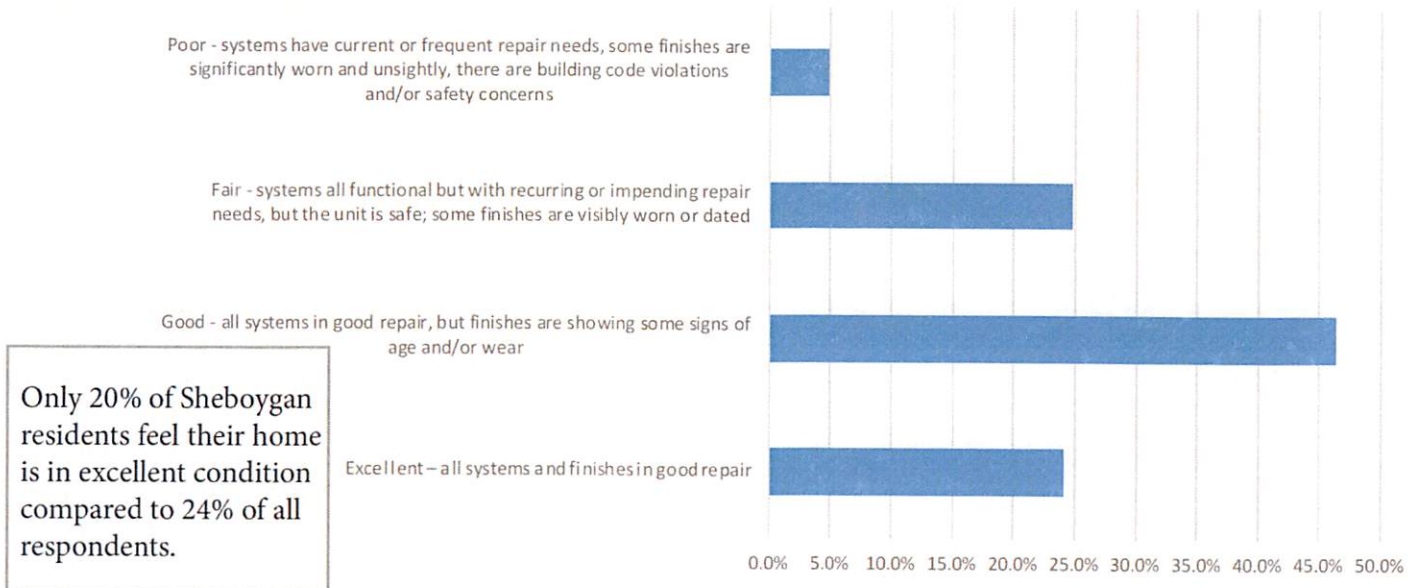
21. IF YOU OWN YOUR HOME, WOULD YOU BE INTERESTED IN ADDING AN ACCESSORY DWELLING UNIT/GRANNY FLAT/MOTHER-IN-LAW SUITE TO YOUR PROPERTY?



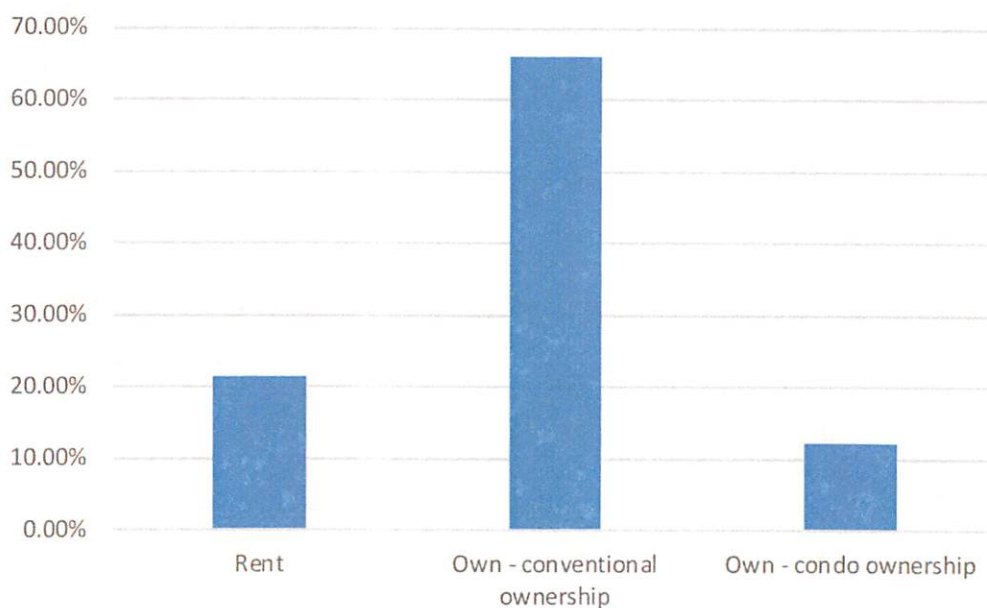
22. IN THE PAST FIVE YEARS, HAVE YOU HAD TO FOREGO OTHER NEEDS SUCH AS FOOD, HEALTHCARE, OR CHILDCARE TO ENSURE YOU COULD CONTINUE TO PAY FOR YOUR HOUSING?



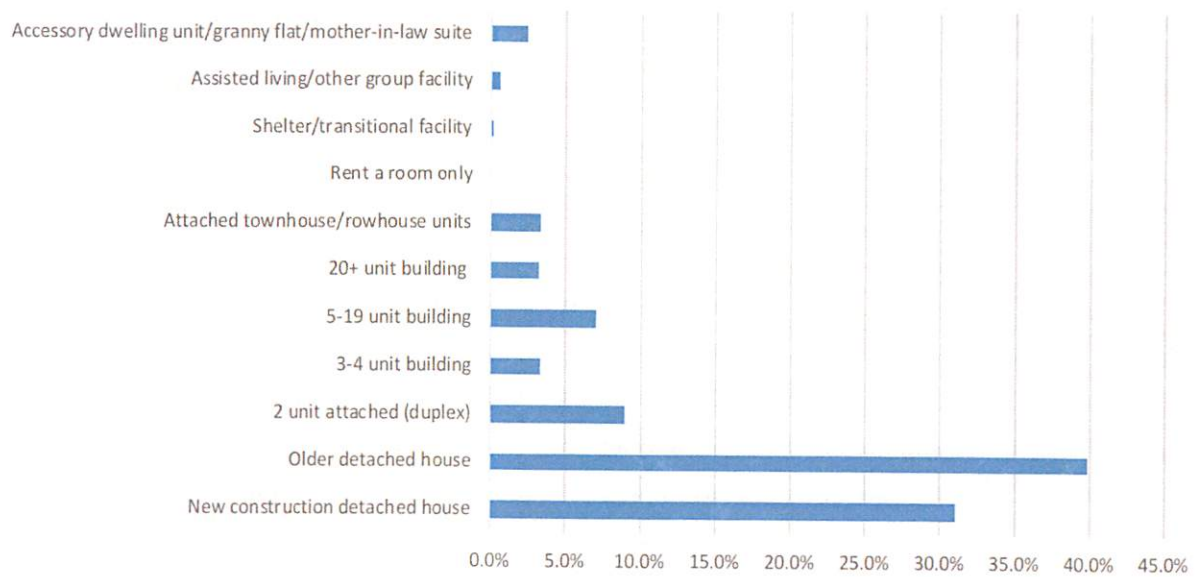
23. WHAT IS THE CONDITION OF YOUR HOME OR APARTMENT? CONSIDER BOTH THE BUILDING SYSTEMS AND THE INTERIOR AND EXTERIOR FINISHES?



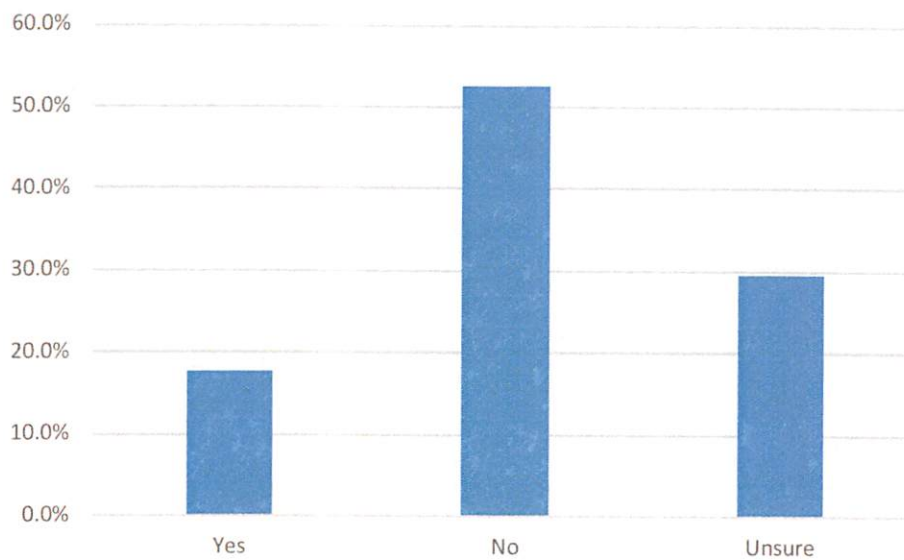
24. IF YOU WERE TO MOVE IN THE FUTURE, WOULD YOU RATHER RENT OR OWN YOUR HOUSING?



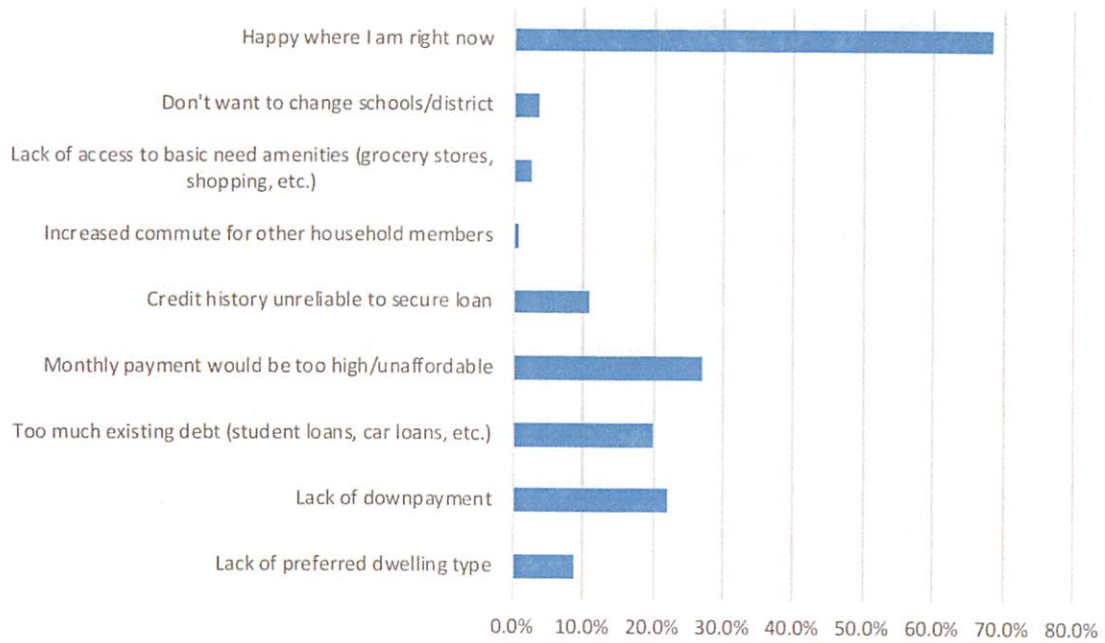
25. IF YOU WERE TO MOVE IN THE FUTURE, WHAT TYPE OF STRUCTURE WOULD APPEAL MOST TO YOU?



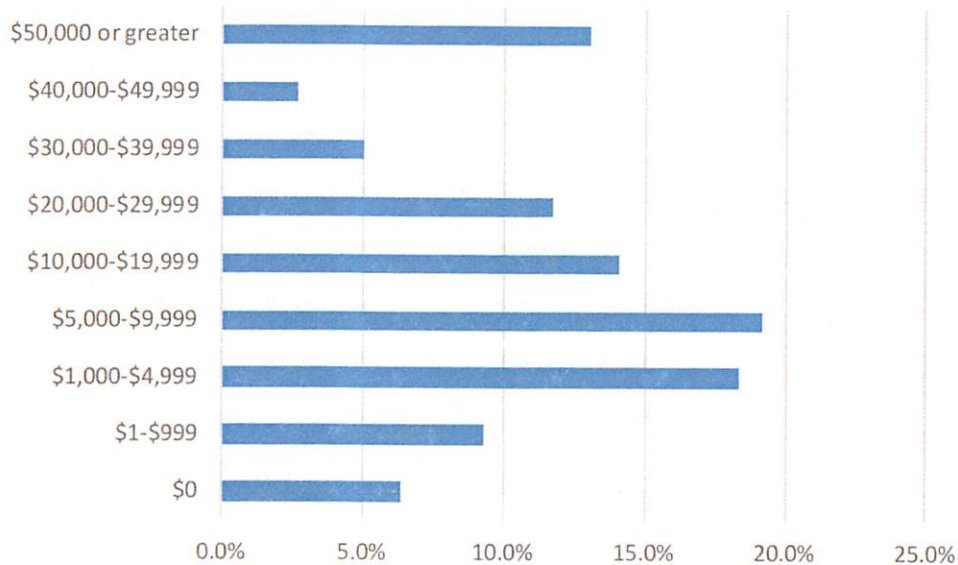
26. ARE YOU CURRENTLY PLANNING TO PURCHASE A HOME SOMEWHERE IN THE NEXT 2-3 YEARS?



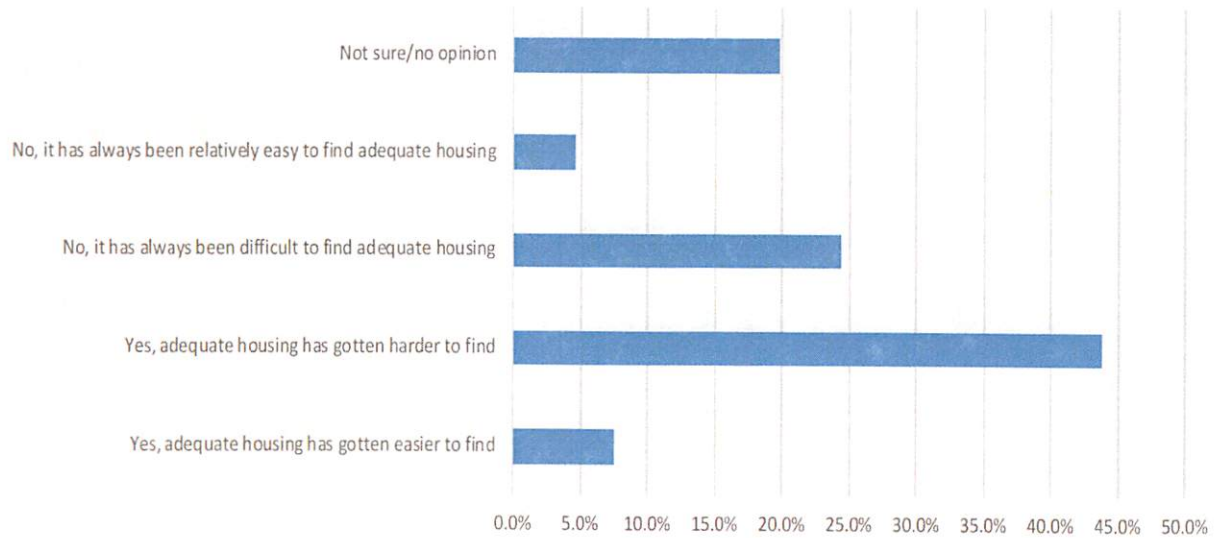
27. IF NO, WHAT ARE THE MAIN BARRIERS TO PURCHASING A HOME? SELECT ALL THAT APPLY.



28. WHAT IS THE ANTICIPATED AMOUNT OF FUNDS YOU WOULD HAVE AVAILABLE TOWARD A DOWN PAYMENT FOR HOME PURCHASE?



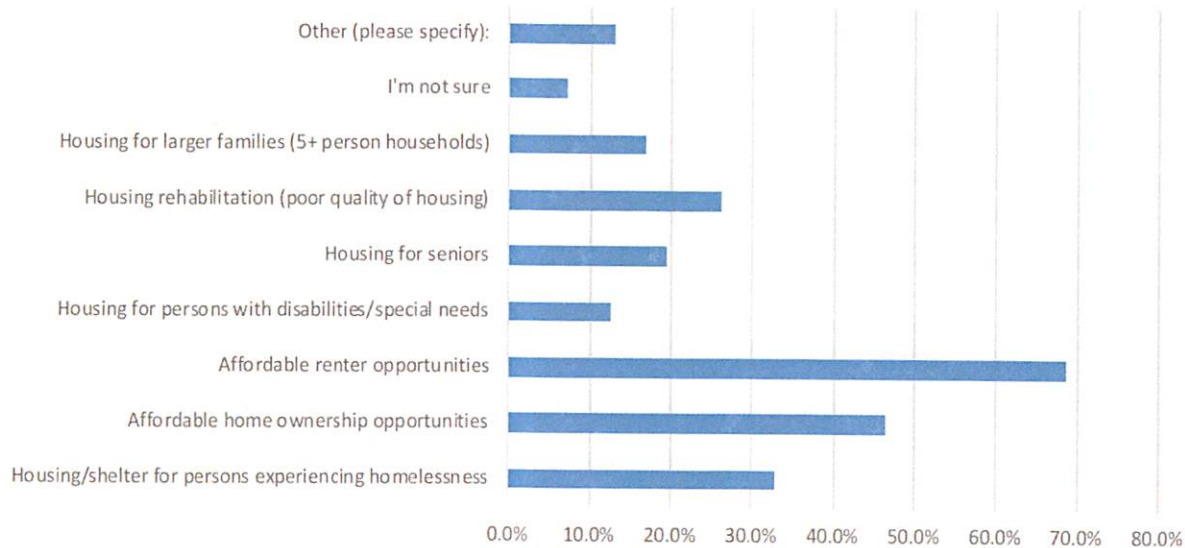
29. HAVE YOU PERCEIVED CHANGES IN HOUSING OPTIONS AND AVAILABILITY IN SHEBOYGAN OVER THE PAST 5 YEARS?*



*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
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- Oostburg
- Oostburg
- Plymouth
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- 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 millionaire
- Elkhart Lake
- Elkhart Lake
- Glenbeulah

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 a job 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 quickly
- Near family and was near my place of employment before I became disabled.
- 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
- Mobile home is affordable
- First home, affordable, schools
- Tried buying a house
- Room for kids to play
- Near my employer
- 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 millionaire
- 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 AFFORDABLE 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 too 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.
- too 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. Tthere 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 we 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 LLs whose ONLY motive is making money. They have no interest in creating a great community.
- Moreover, too many LLs 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 retirement 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 want 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 neighborhoods
- 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

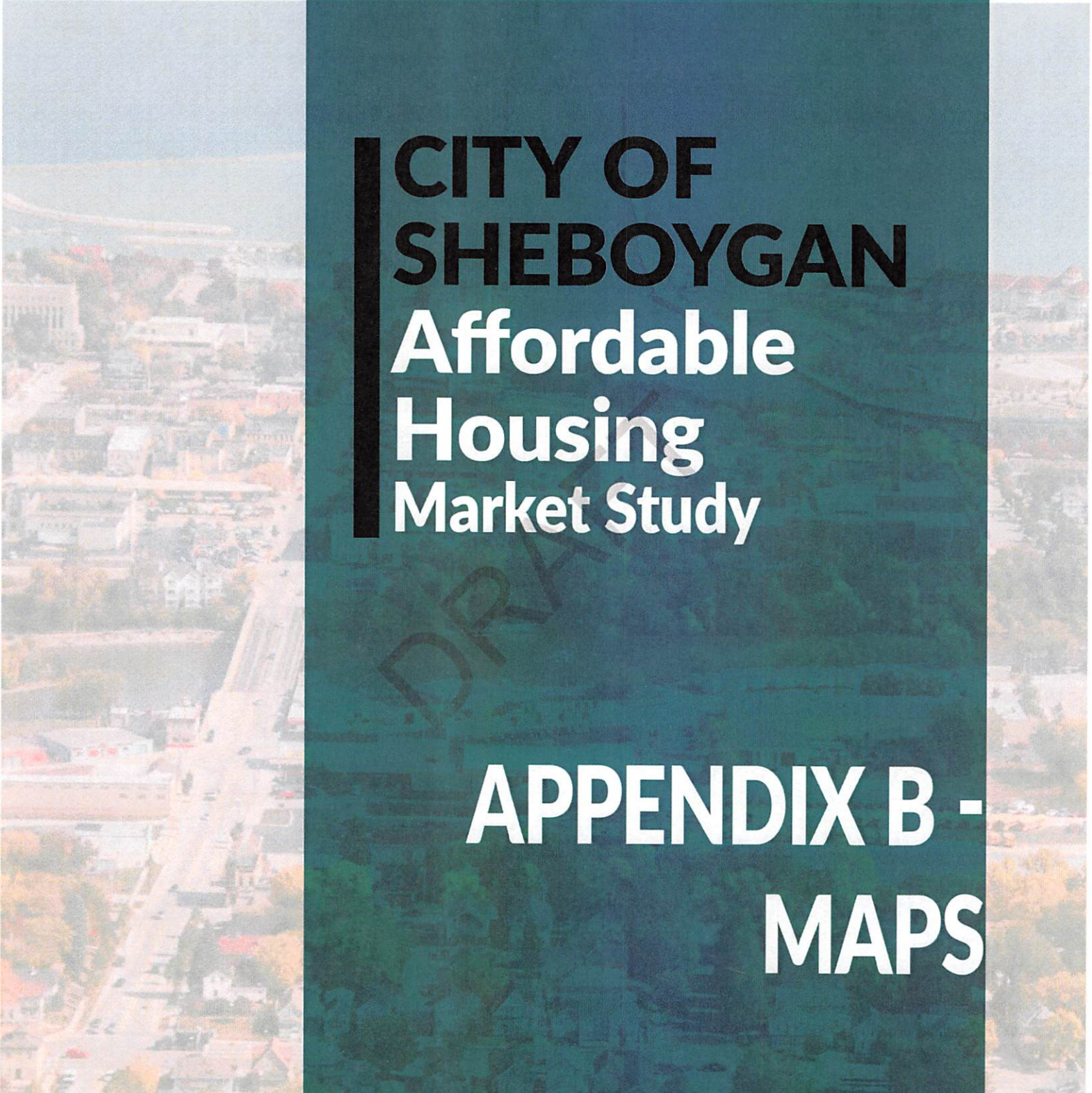
landlord within minutes of his posting. I signed the lease onsite when I saw it and he later showed me the list of almost 40 people who had messaged him after I did that were interested. The lack of housing for small families is shocking. There were ample 1-2 bedroom options across all price points. 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

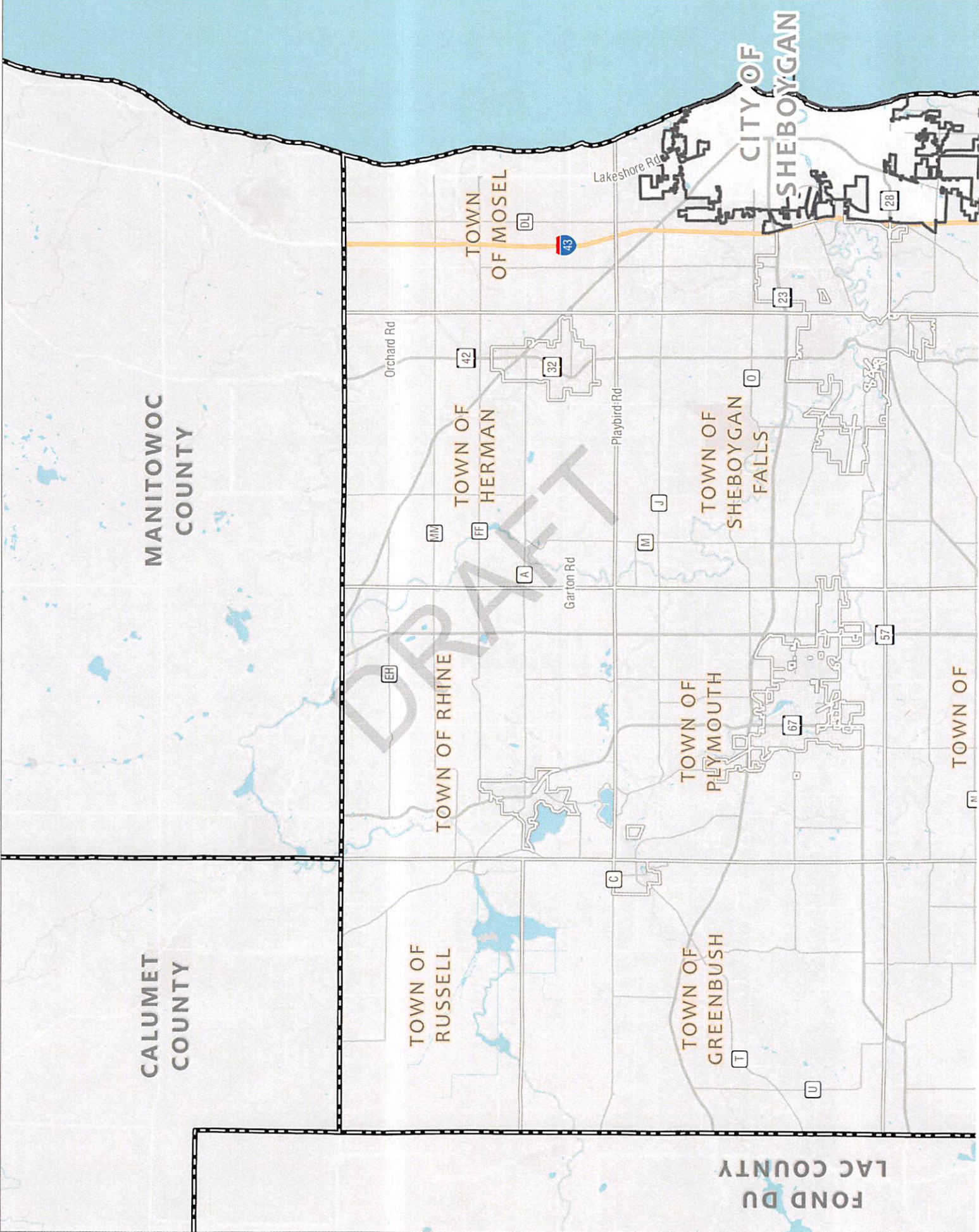
- spaces.
- A lot of high end apartments going up. Which is great, it helps bring the value of our city up. Unfortunately, there's so many homes that should be condemned and people live in them. A single mother of 2 or more cannot afford childcare, housing, bills, and then some if her rent is over \$700. 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 be 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**

**APPENDIX B -
MAPS**



MANISTOWOC COUNTY

CALUMET COUNTY

FOND DU LAC COUNTY

TOWN OF RHINE

TOWN OF HERMAN

TOWN OF PLYMOUTH

TOWN OF GREENBUSH

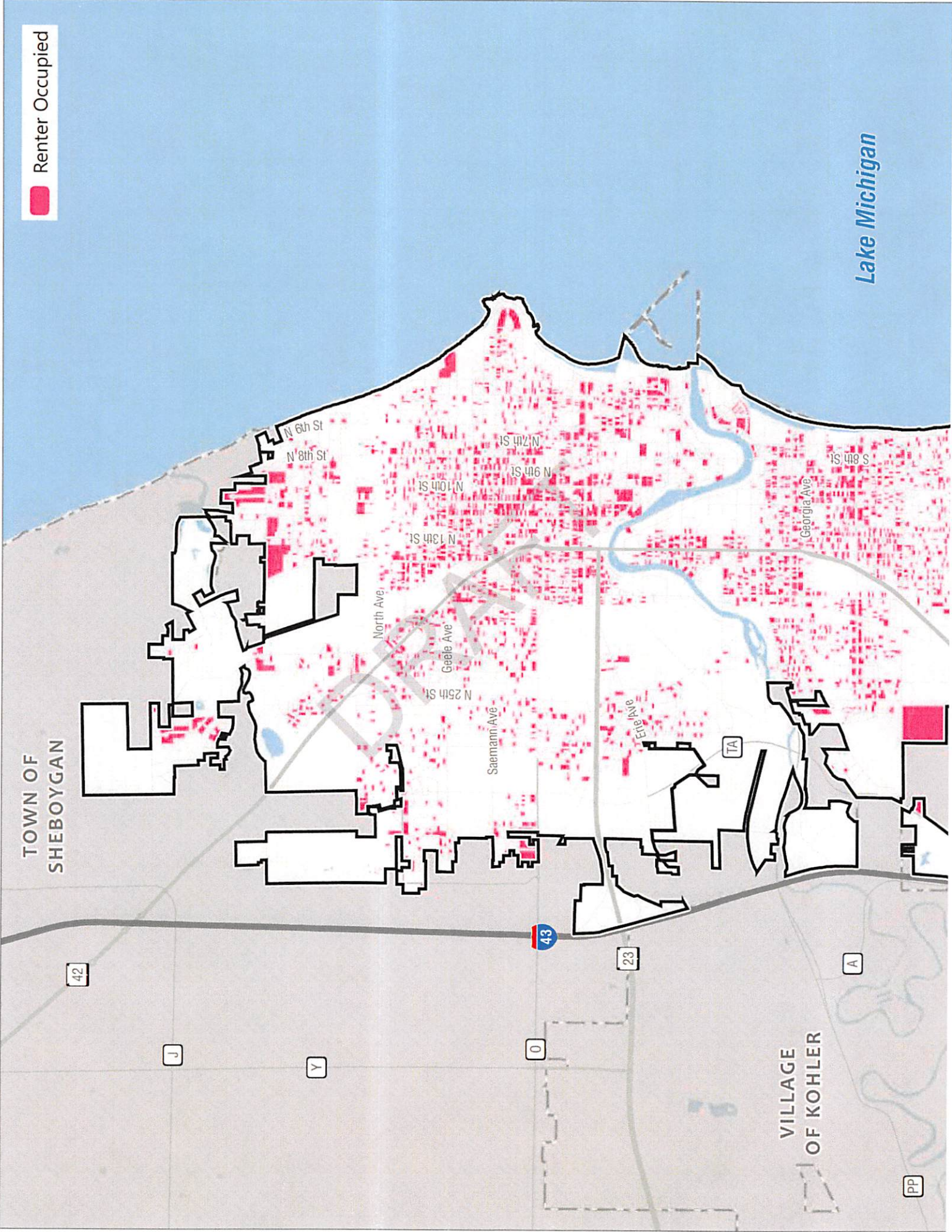
TOWN OF MOSEL

TOWN OF SHEBOYGAN FALLS

CITY OF SHEBOYGAN

DRAFT

Renter Occupied



TOWN OF SHEBOYGAN

Lake Michigan

VILLAGE OF KOHLER

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N 6th St
N 8th St

N 10th St
N 11th St
N 12th St
N 13th St

North Ave

Geble Ave

N 25th St

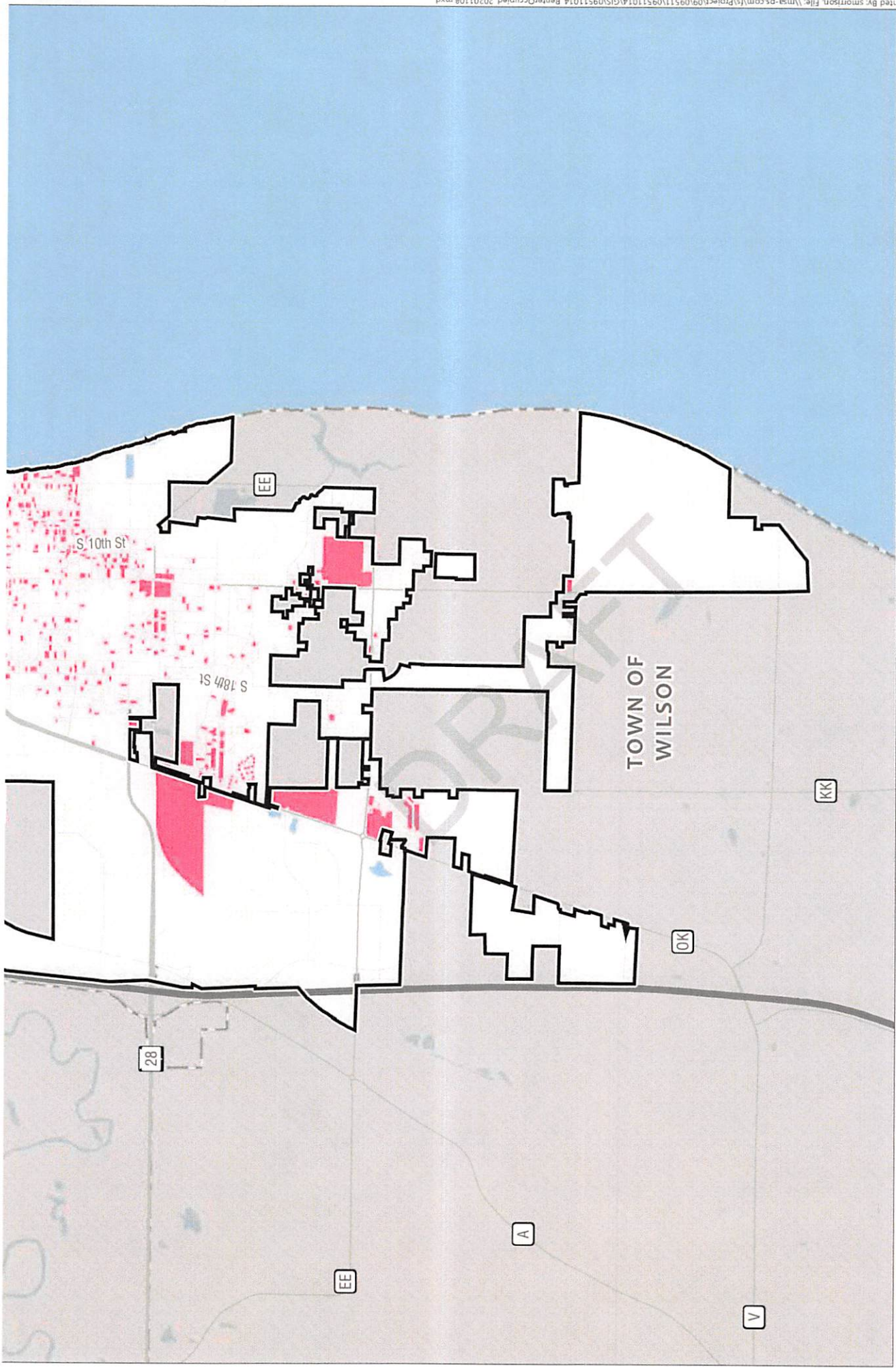
Saemann Ave

Edin Ave

TA

Georgia Ave

S 8th St



Data Sources:
 Municipal Limits, Hydrology, Parcels:
 Sheboygan County (2020)
 Roads: WISLR (2017)

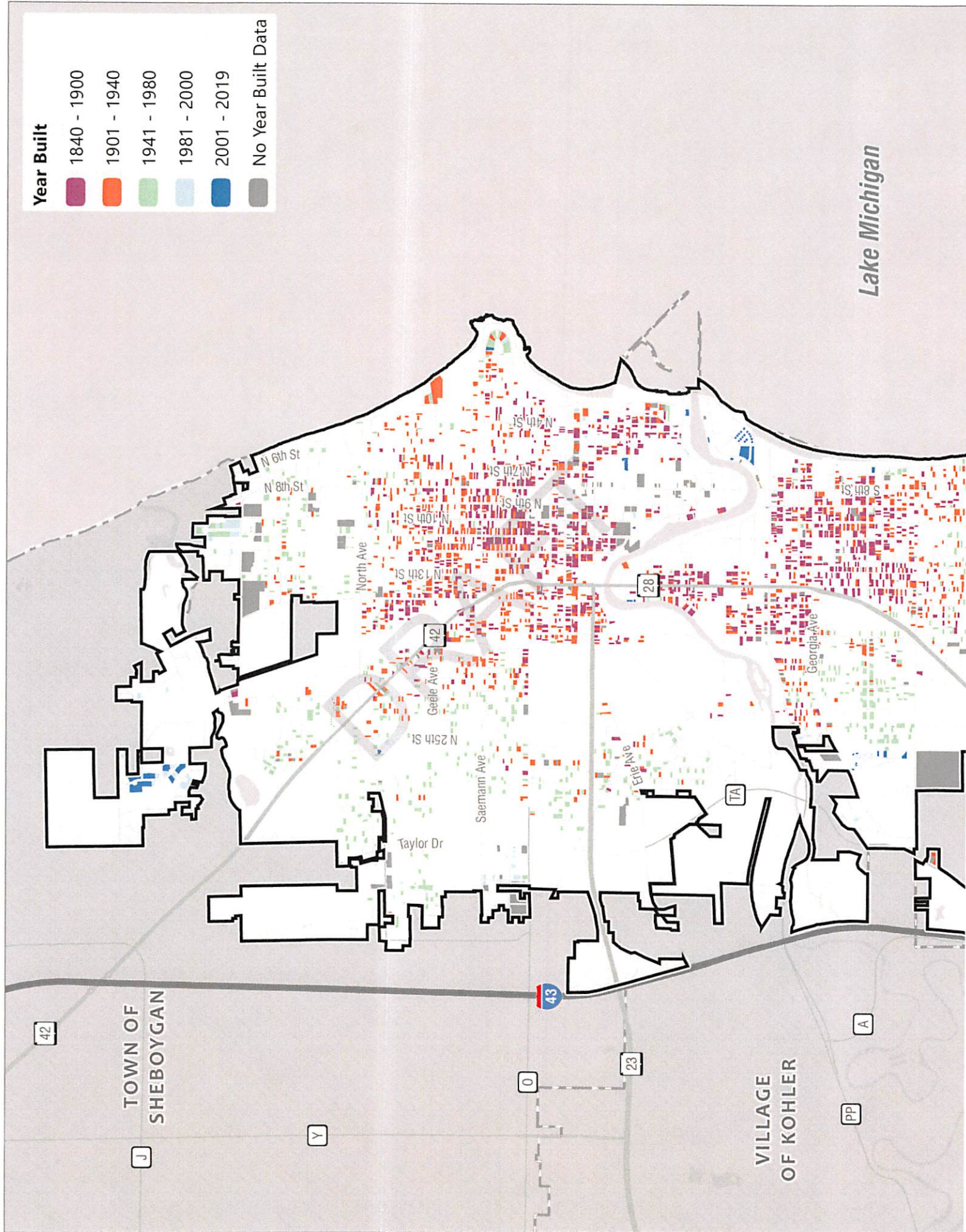
- City of Sheboygan
- Interstate
- Municipal Boundary
- State Highway
- Waterbody
- County Highway

Renter Occupied Residential Properties

Sheboygan Housing Study
 City of Sheboygan

Year Built

- 1840 - 1900
- 1901 - 1940
- 1941 - 1980
- 1981 - 2000
- 2001 - 2019
- No Year Built Data



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER



Renter Occupied Residential Properties By Age

Sheboygan Housing Study
City of Sheboygan
Sheboygan County, WI

- City of Sheboygan
- Municipal Boundary
- Waterbody
- Interstate
- State Highway
- County Highway



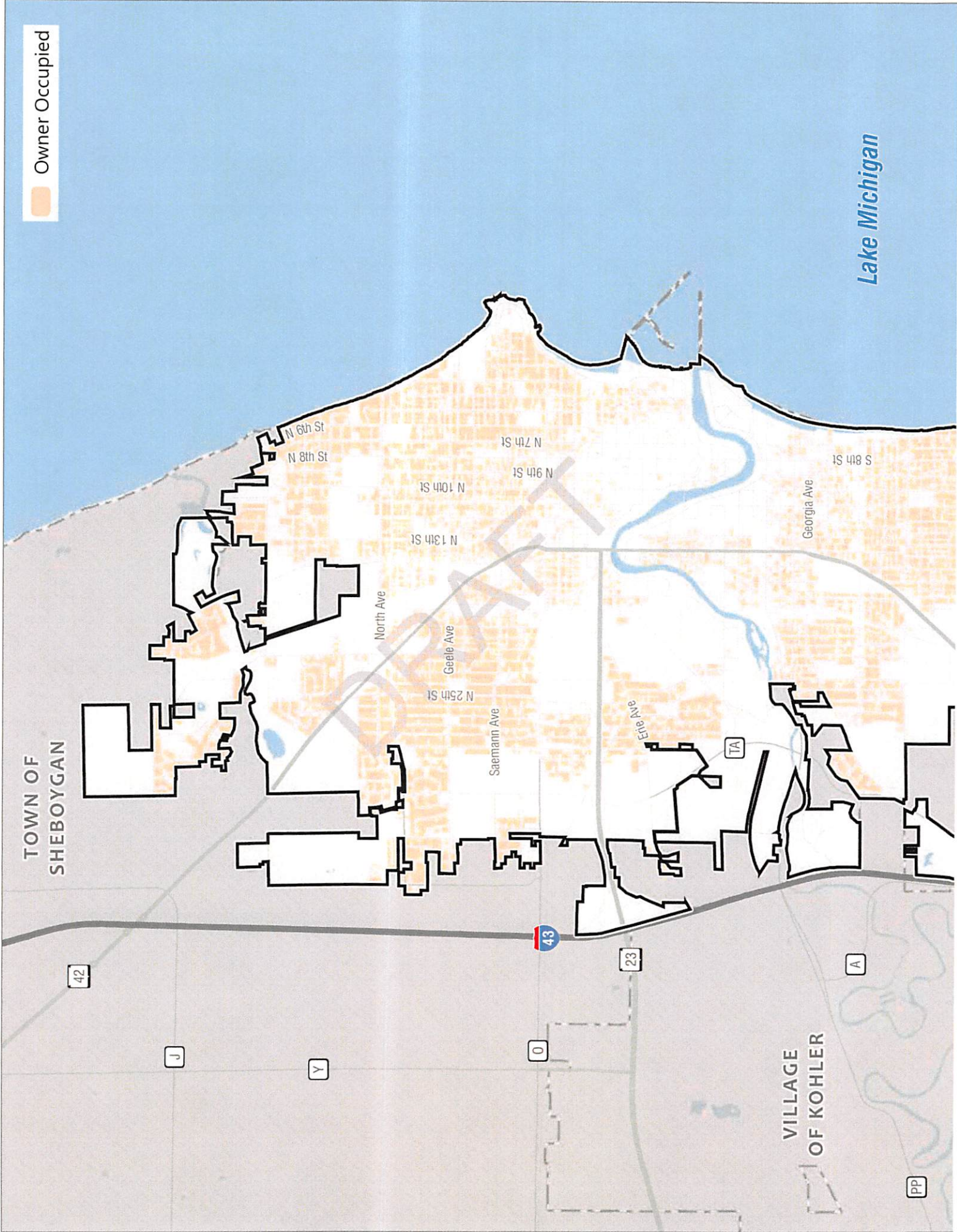
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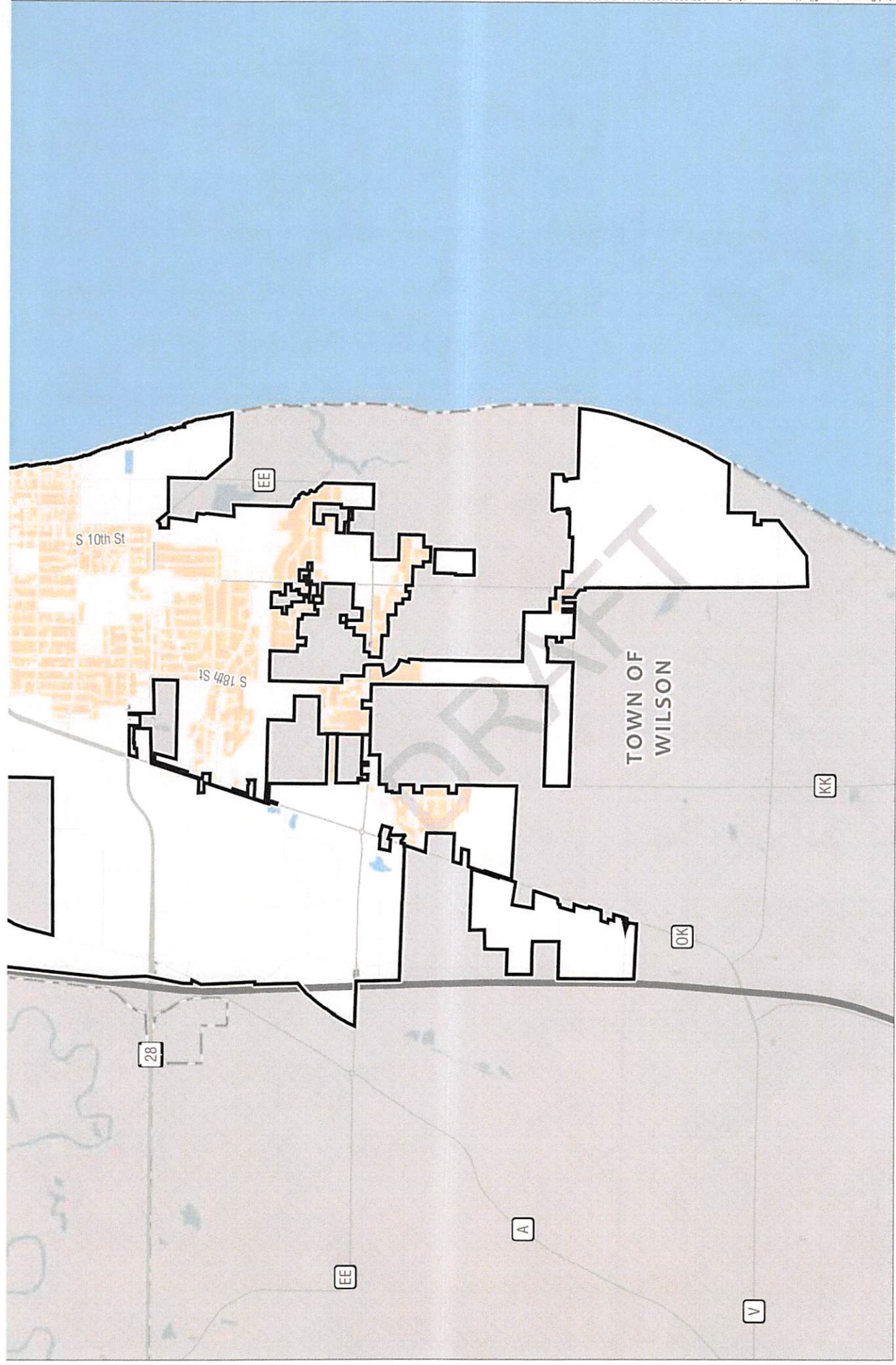


Owner Occupied



Lake Michigan





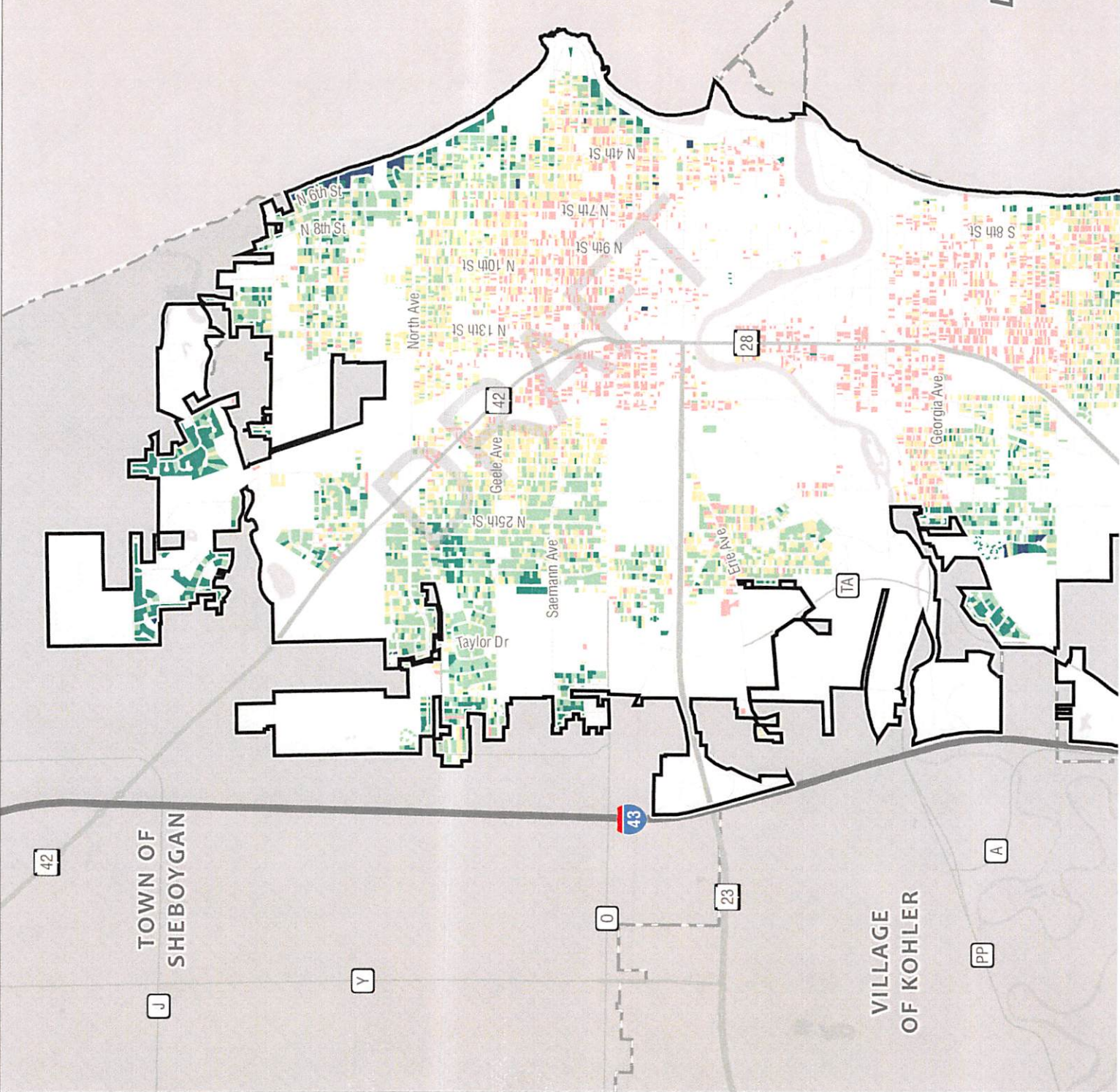
Owner Occupied Residential Properties

Sheboygan Housing Study
City of Sheboygan

- City of Sheboygan
- Municipal Boundary
- Waterbody
- Interstate
- State Highway
- County Highway



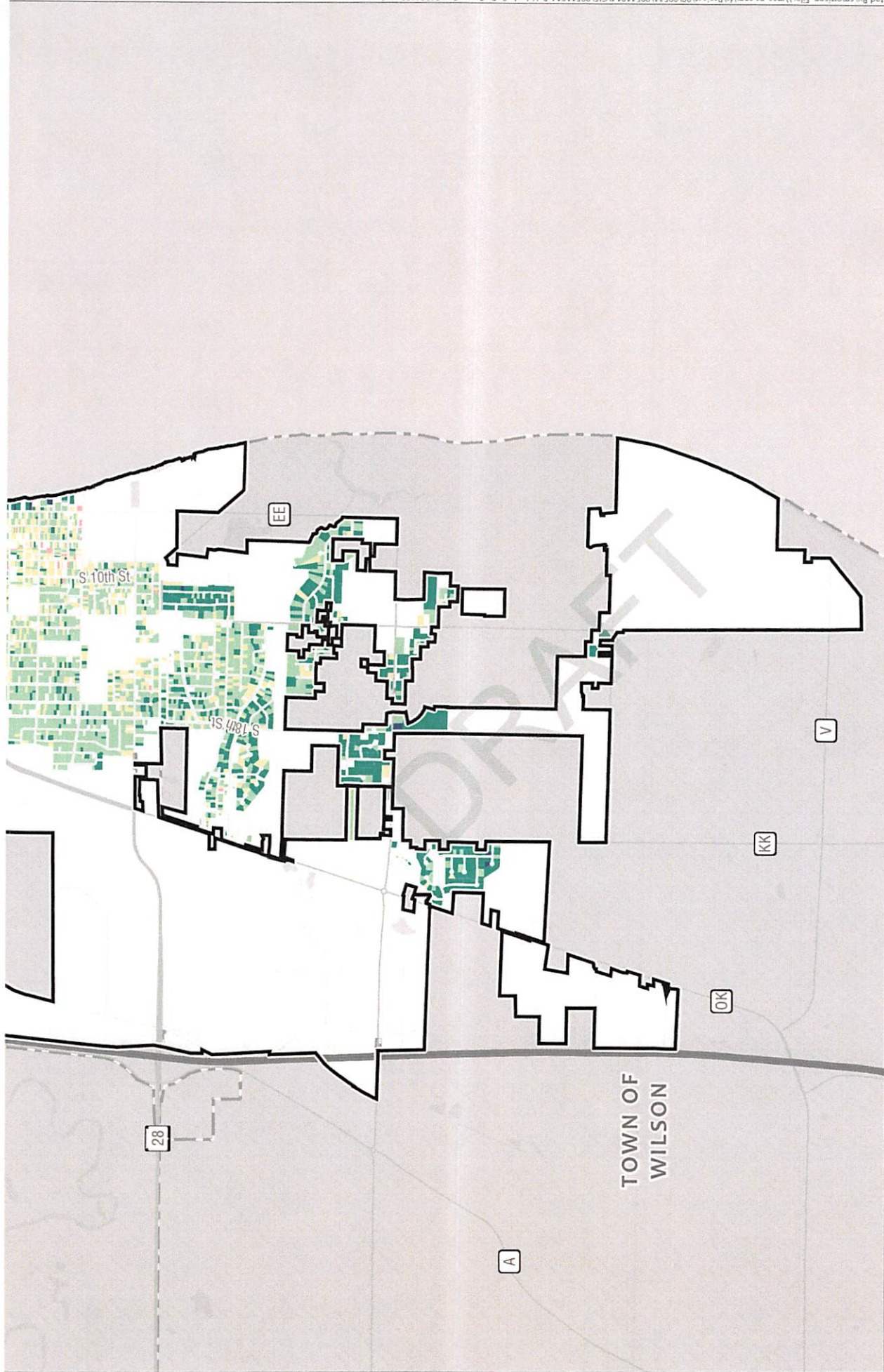
Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER



Owner Occupied Properties By Value per Square Foot

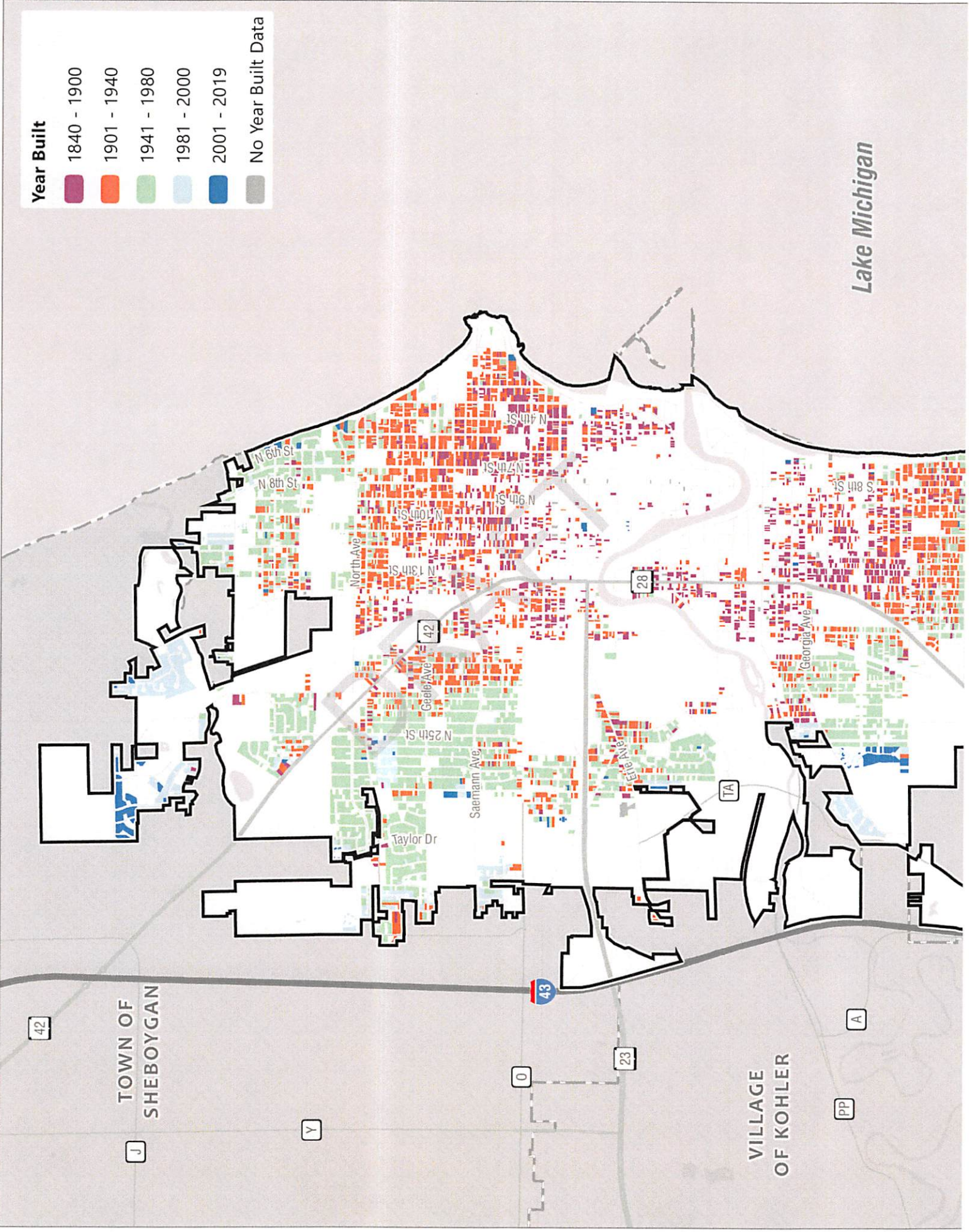
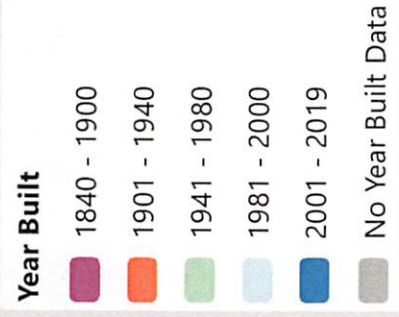
Sheboygan Housing Study
City of Sheboygan
Sheboygan County, WI

- City of Sheboygan
- Interstate
- Municipal Boundary
- State Highway
- Waterbody
- County Highway



Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
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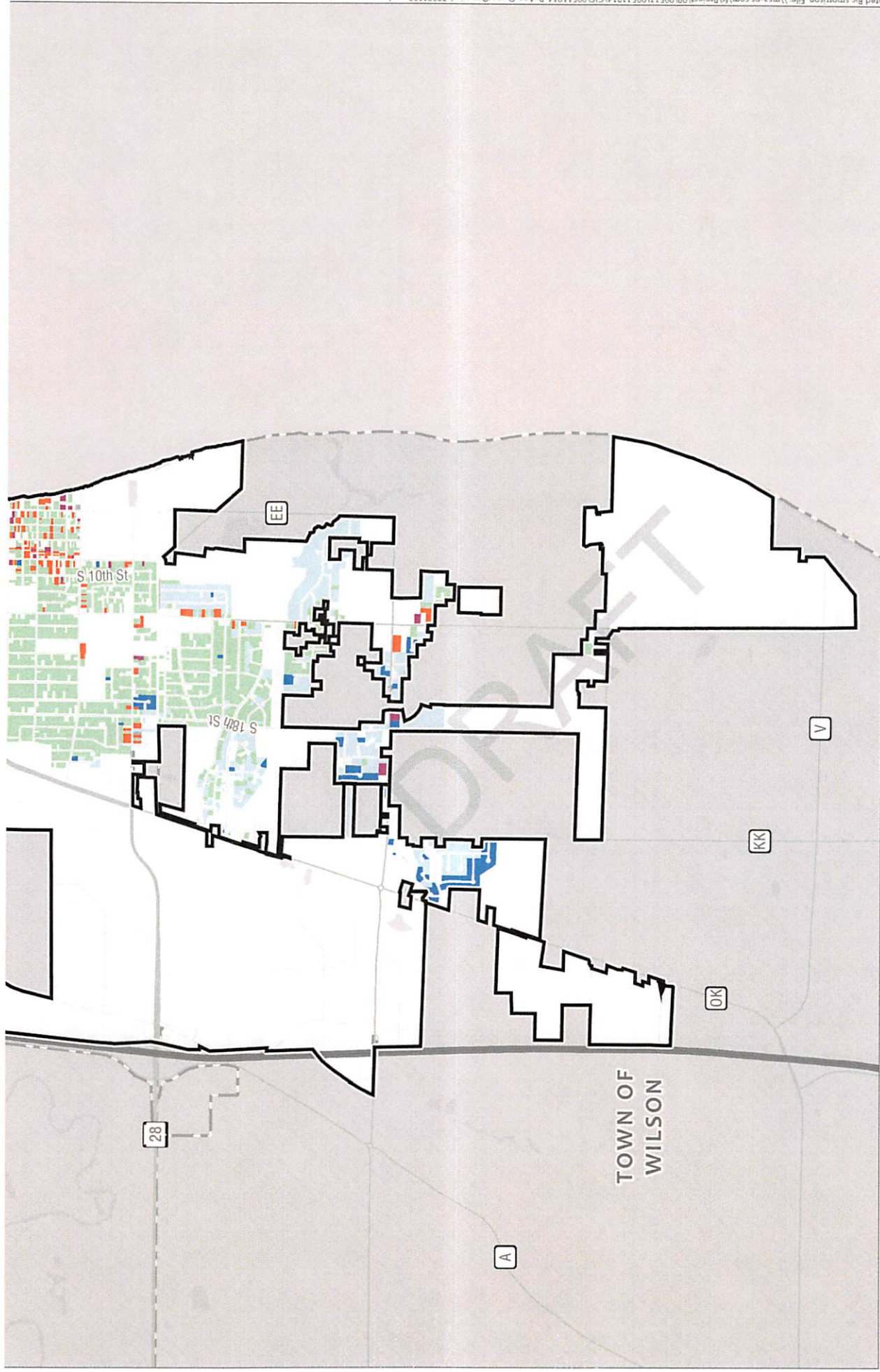




Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER



Owner Occupied Residential Properties By Age

Sheboygan Housing Study
City of Sheboygan
Sheboygan County, WI

- City of Sheboygan
- Municipal Boundary
- Waterbody
- Interstate
- State Highway
- County Highway

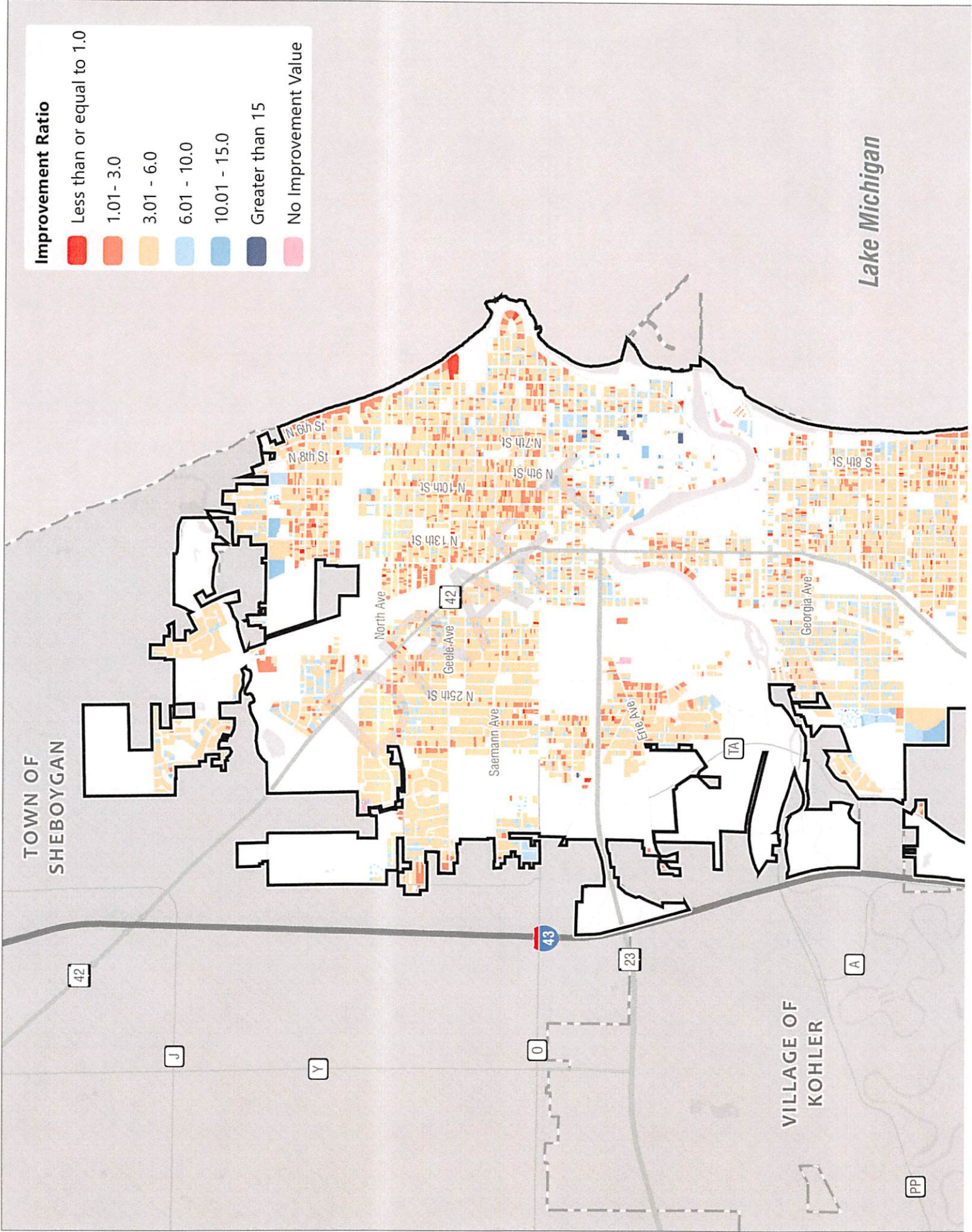


Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)



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



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER

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N 6th St
N 8th St

N 10th St
N 11th St
N 12th St
N 13th St

North Ave

N 25th St

Geble Ave

Saemann Ave

N 4th St
N 5th St
N 6th St

N 7th St
N 8th St
N 9th St

Georgia Ave

S 8th St



Residential Properties By Improvement Ratio

Sheboygan Housing Study
City of Sheboygan
Sheboygan County, WI

- City of Sheboygan
- Municipal Boundary
- Waterbody
- Interstate
- State Highway
- County Highway

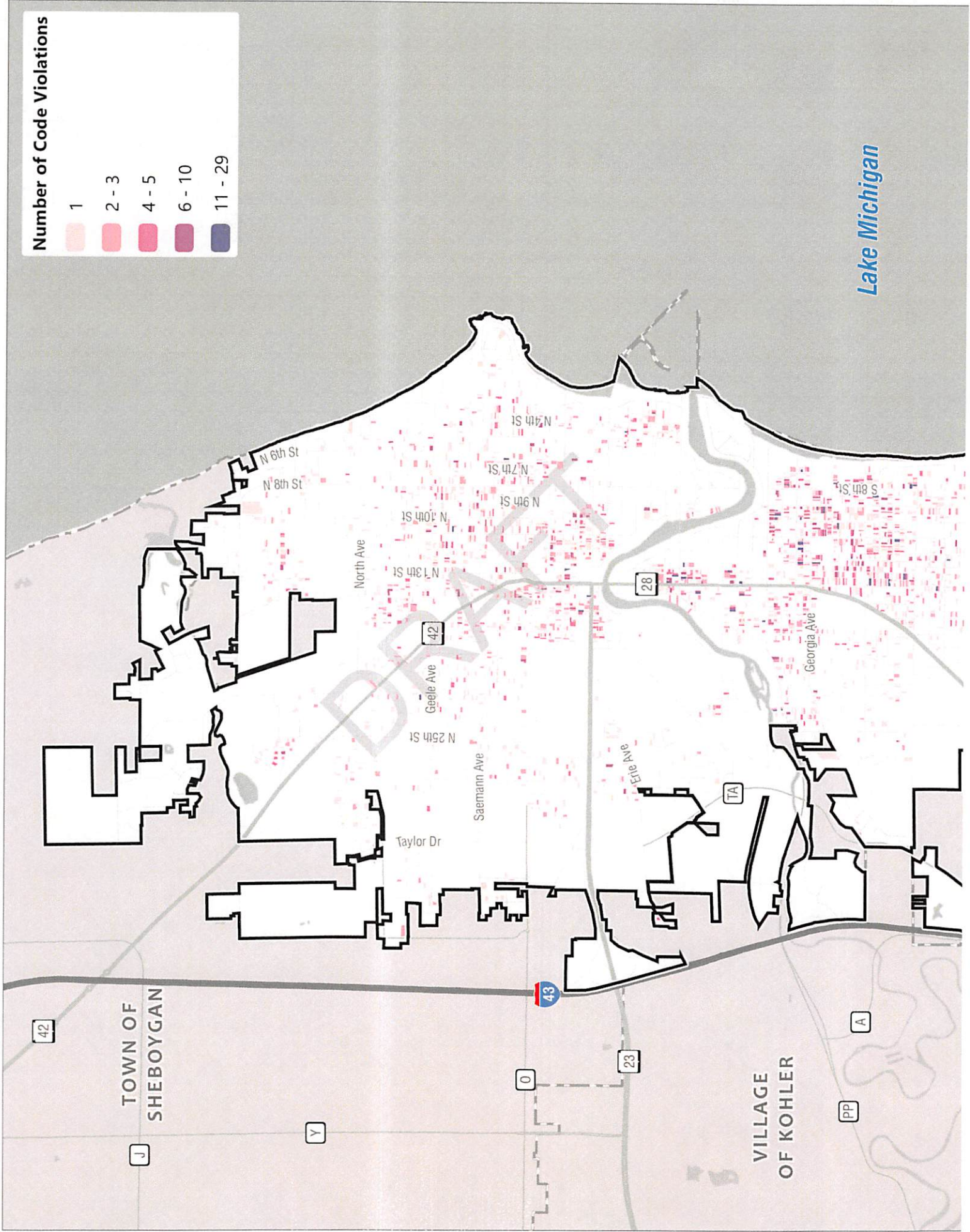


Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)



Number of Code Violations

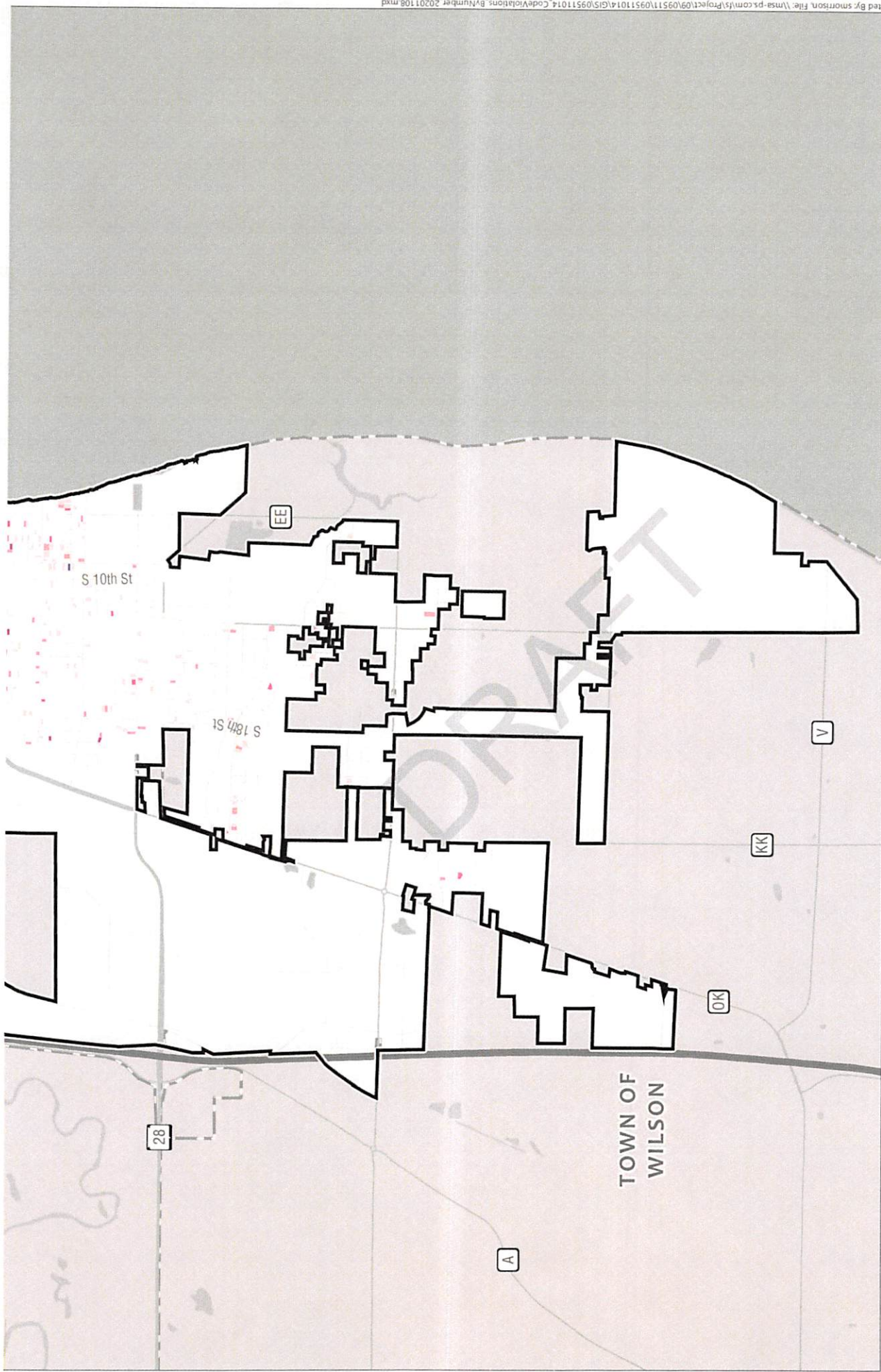
- 1
- 2 - 3
- 4 - 5
- 6 - 10
- 11 - 29



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER



Residential Property Code Violations

Sheboygan Housing Study
City of Sheboygan
Sheboygan County, WI

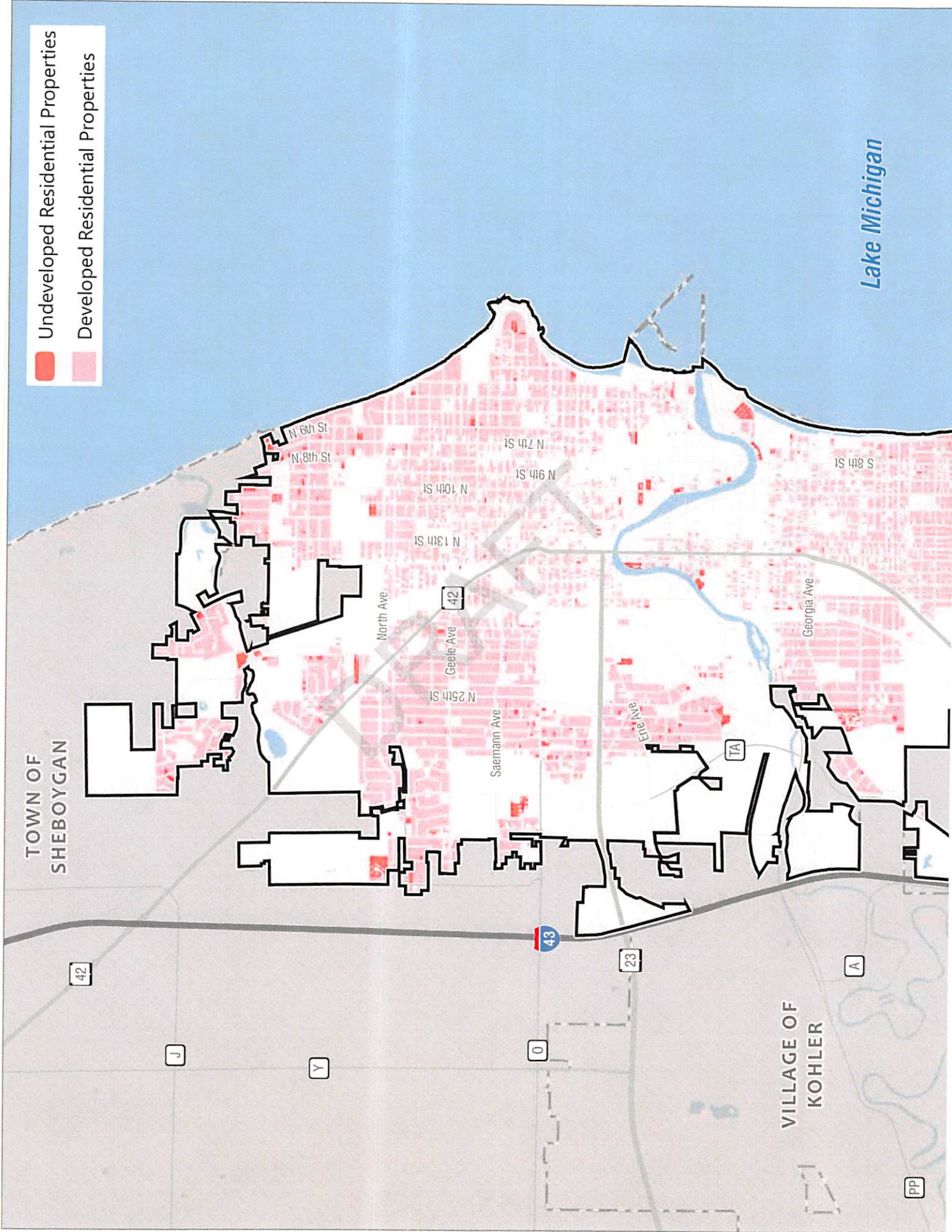
-  City of Sheboygan
-  Interstate
-  Municipal Boundary
-  State Highway
-  Waterbody
-  County Highway



Data Sources:
Municipal Limits, Hydrology, Parcels:
Sheboygan County (2020)
Roads: WISLR (2017)



- Undeveloped Residential Properties
- Developed Residential Properties



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER

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N 6th St
N 8th St

N 7th St
N 9th St

S 8th St

N 10th St
N 11th St

N 13th St

North Ave

42

Geble Ave

N 25th St

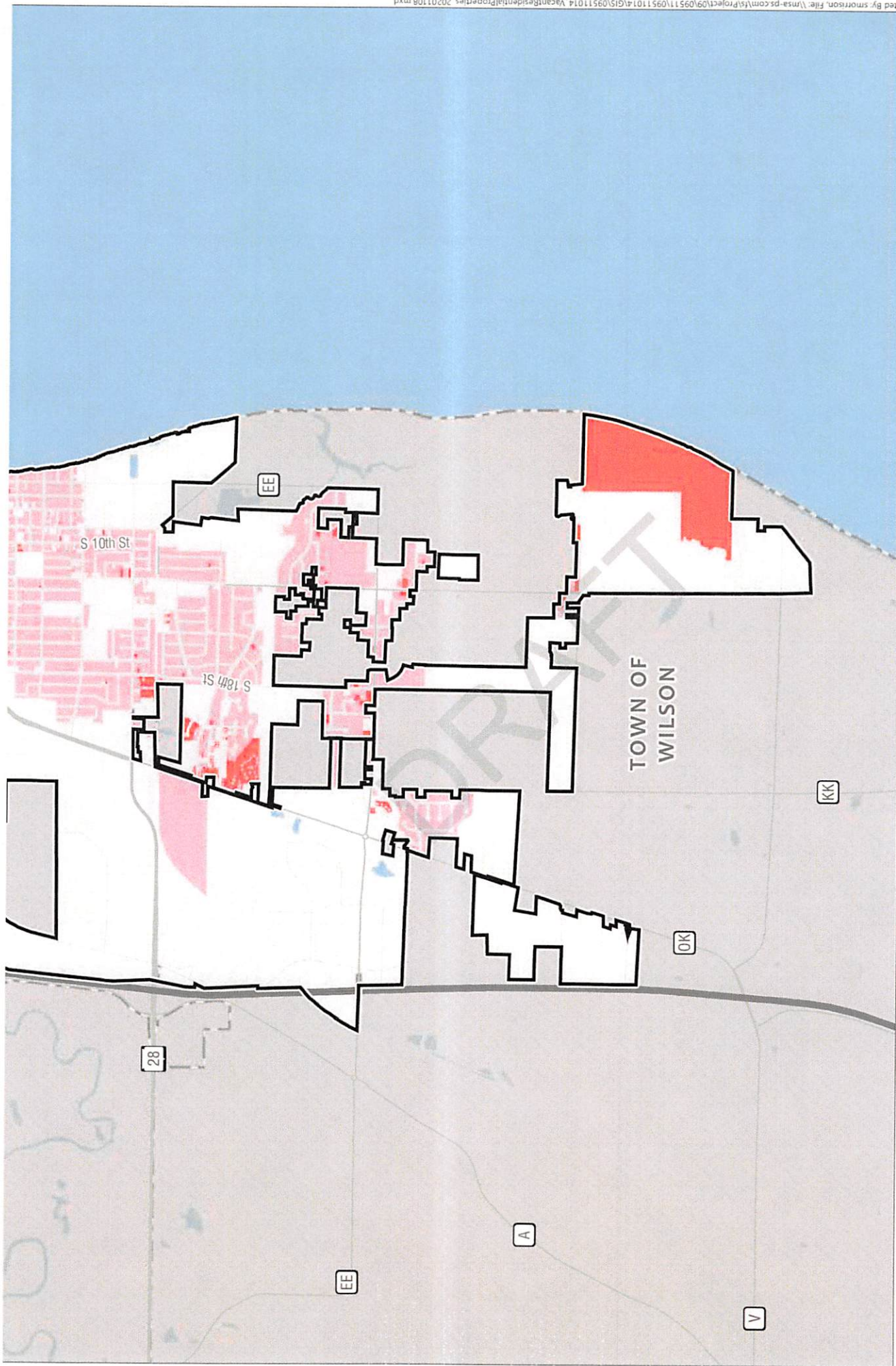
Saemann Ave

Enterprise Ave

TA

Georgia Ave

43



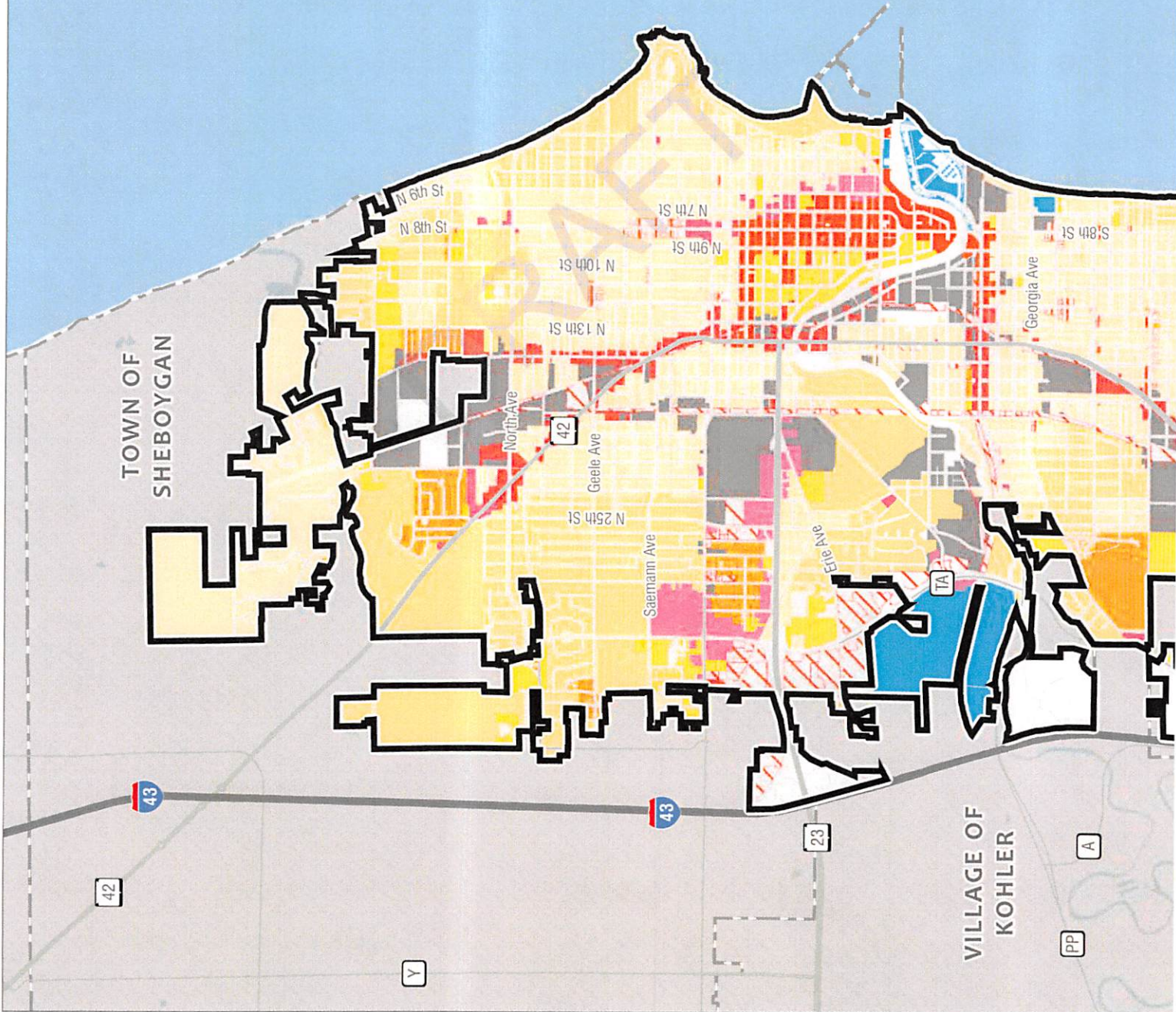
Undeveloped Residential Properties

Sheboygan Housing Study
City of Sheboygan

-  City of Sheboygan
-  Municipal Boundary
-  Waterbody
-  Interstate
-  State Highway
-  County Highway

Sheboygan Zoning

- No Zoning
- Rural Agriculture-35ac
- Suburban Residential-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



Lake Michigan



- City of Sheboygan
- Interstate
- Municipal Boundary
- State Highway
- Waterbody
- County Highway



Data Sources:
 Municipal Limits, Hydrology, Parcels/Zoning:
 Sheboygan County (2020)
 Roads: WISLR (2017)

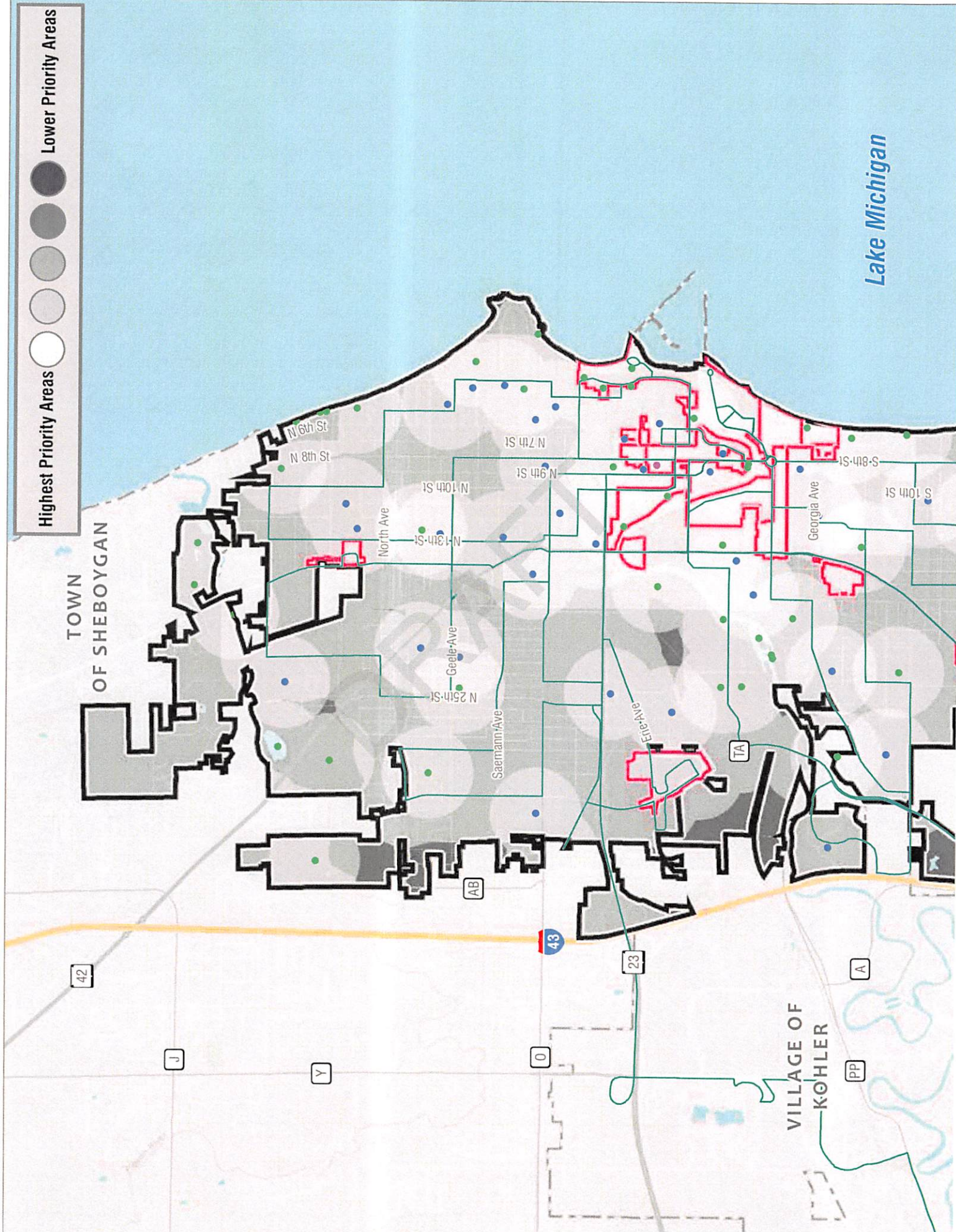


Zoning

Sheboygan Housing Study
 City of Sheboygan
 Sheboygan County, WI

Highest Priority Areas

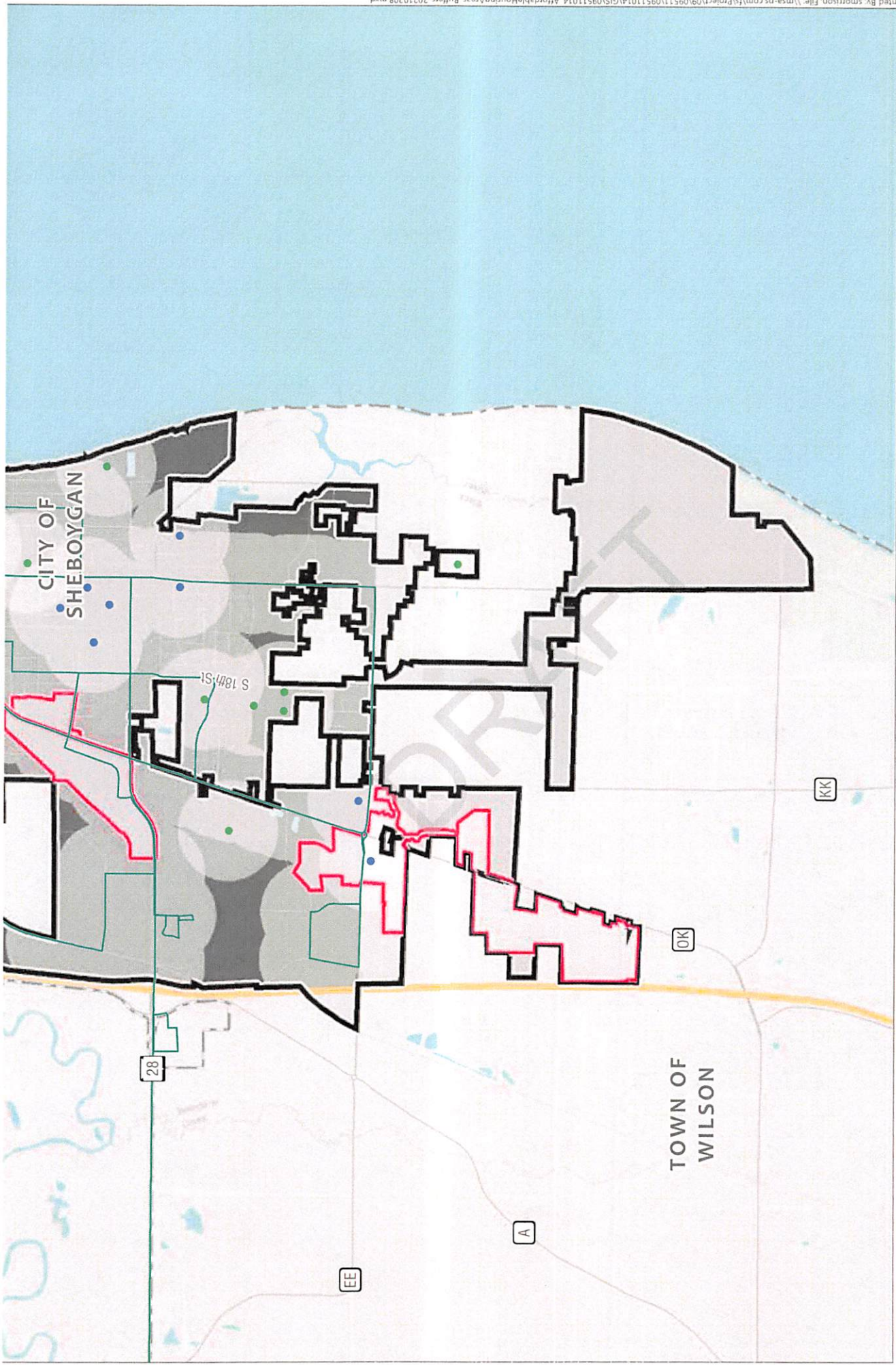
Lower Priority Areas



Lake Michigan

TOWN OF SHEBOYGAN

VILLAGE OF KOHLER



Data Sources:
 Municipal Limits, Hydrology, Parcels:
 Sheboygan County (2020)
 Roads: WISLR (2017)

- Park
- Mead Public Library
- School
- Bus Route
- + TID/TIF District
- Waterbody
- City of Sheboygan
- Municipal Boundary

Target Areas for Affordable Housing

Sheboygan Housing Study

City of Sheboygan

III

Res. No. _____ - 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:

| <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|-------------------|-------------------|---------------|
| General Fund | General Fund | |
| Police Department | Police Department | |
| State Grant | Overtime | |
| 10121100-434211 | 10121120-510111 | \$5,000.00 |

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 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.

FAP

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.

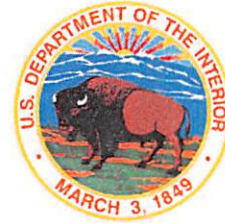
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

| | | | |
|--|--|---|--|
| 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 | |
| 6. PROJECT PERIOD MM/DD/YYYY From 02/01/2021 | | Through 01/02/2023 | |
| 7. BUDGET PERIOD MM/DD/YYYY From 02/01/2021 | | Through 01/02/2023 | |
| 8. TITLE OF PROJECT (OR PROGRAM) City of Sheboygan Fishing Access - Kiwanis and Evergreen | | | |

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Comprehensive Environmental Response, Compensation and Liability
Act (42 U.S.C §9601 et seq.)

| | |
|---|--|
| 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) | | 12. AWARD COMPUTATION | |
| I Financial Assistance from the Federal Awarding Agency Only | | a. Amount of Federal Financial Assistance (from item 11m) \$ 196,000.00 | |
| II Total project costs including grant funds and all other financial participation II | | b. Less Unobligated Balance From Prior Budget Periods \$ 0.00 | |
| a. Salaries and Wages | \$ 0.00 | c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 | |
| b. Fringe Benefits | \$ 0.00 | d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 196,000.00 | |
| c. Total Personnel Costs | \$ 0.00 | 13. Total Federal Funds Awarded to Date for Project Period \$ 196,000.00 | |
| d. Equipment | \$ 0.00 | 14. RECOMMENDED FUTURE SUPPORT | |
| e. Supplies | \$ 0.00 | (Subject to the availability of funds and satisfactory progress of the project): | |
| f. Travel | \$ 0.00 | YEAR | TOTAL DIRECT COSTS |
| g. Construction | \$ 196,000.00 | a. 2 | \$ |
| h. Other | \$ 0.00 | b. 3 | \$ |
| i. Contractual | \$ 0.00 | c. 4 | \$ |
| j. TOTAL DIRECT COSTS | \$ 196,000.00 | d. 5 | \$ |
| k. INDIRECT COSTS | \$ 0.00 | e. 6 | \$ |
| l. TOTAL APPROVED BUDGET | \$ 196,000.00 | f. 7 | \$ |
| m. Federal Share | \$ 196,000.00 | 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: | |
| n. Non-Federal Share | \$ 0.00 | 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 - 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 |
| | | | | | | |

| | |
|-------------------------|---------------------------|
| PAGE 2 of 5 | DATE ISSUED 03/19/2021 |
| GRANT NO. F21AP00826-00 | |

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 or verbal references to the project. Additional recognition may involve signs, plaques, or other outreach efforts.

Must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Terms and Conditions

1. **[U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html)** (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](#)).

NOTICE OF AWARD (Continuation Sheet)

| | |
|-------------------------|---------------------------|
| PAGE 3 of 5 | DATE ISSUED 03/19/2021 |
| GRANT NO. F21AP00826-00 | |

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.

| | |
|-------------------------|---------------------------|
| PAGE 4 of 5 | DATE ISSUED 03/19/2021 |
| GRANT NO. F21AP00826-00 | |

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 program-specific report will be due annually to the Fox River/Green Bay Trustees. This report will be due January 31st of each year that you have an ongoing project. A reminder will be sent out via email in December along with the reporting template that will need to be filled out.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

NOTICE OF AWARD (Continuation Sheet)

| | |
|-------------------------|---------------------------|
| PAGE 5 of 5 | DATE ISSUED 03/19/2021 |
| GRANT NO. F21AP00826-00 | |

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.



Res. No. _____ - 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.

PW

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.

Page 1 of 2

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 Parcel No.
Sheboygan County Transportation Department 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 0.028 acre | Interest Required 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 |
|--------------------|-------------------|----------------|

III

Res. No. _____ - 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

CONTRACTOR:

By: _____
(signature)
Name,
Title: Michael Vandersteen, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name,
Title: Meredith DeBruin, City Clerk

Address for giving notices:

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, Charles C. Adams, City Attorney
Title:
Date: _____

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 |
| 00 65 19 | Consent of Surety to Final Payment | 00 65 19-1 |
| 00 72 00 | General Conditions | 00 72 00 -1 to 00 72 00-72 |
| 00 73 00 | Supplementary Conditions | 00 73 00-1 to 00 73 00-14 |
| | | |
| 01 00 00 | GENERAL REQUIREMENTS | |
| 01 11 00 | Summary of Work | 01 11 00-1 to 01 11 00-5 |
| 01 14 00 | Work Restrictions | 01 14 00-1 to 01 14 00-6 |
| 01 21 00 | Allowances | 01 21 00-1 |
| 01 22 00 | Unit Prices | 01 22 00-1 |
| 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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| SECTION | TITLE | PAGES |
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| 31 00 00 | EARTHWORK | |
| 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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| 33 00 00 | UTILITIES | |
| 33 00 00 | Storm and Sanitary Utilities | 33 00 00-1 to 33 00 00-3 |
| 33 01 31 | Sewer Lining | 33 01 31-1 to 33 01 31-5 |
| 33 01 31.1 | Sewer Televising - Requirements for Digital Data Delivery | 1 Page |

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

| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Buteyn-Peterson Construction Company | |
|---------------|-----------|-----------|---|------|----------|---|-----------------------|
| | | | | | | 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 |

III

Res. No. _____ - 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 |

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.

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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.

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- 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

CONTRACTOR:

By:

(signature)

Name,

Title: Michael Vandersteen, Mayor

By:

(signature)

Name,

Title:

(printed)

Date:

Date:

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

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:

Calumet Drive Pavement Repair
Erie Avenue – Saemann Avenue

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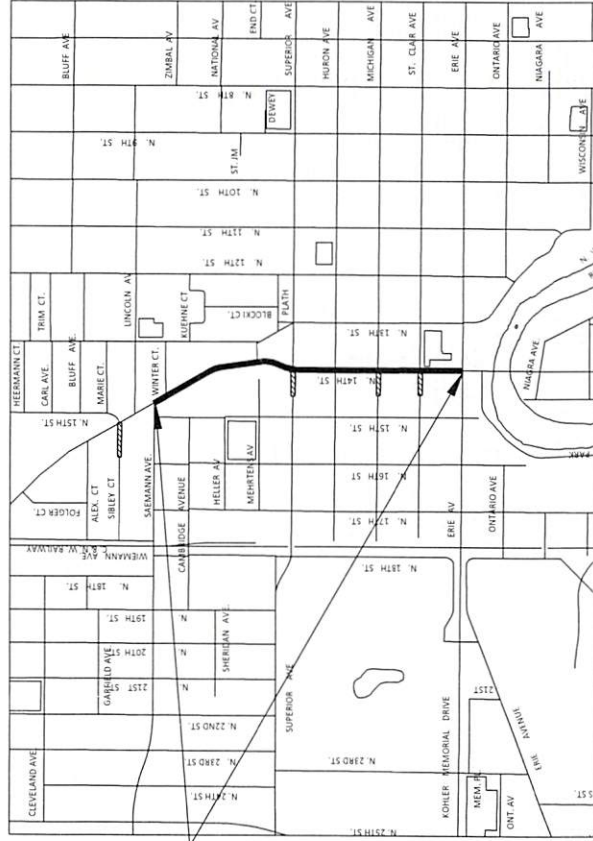


CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2452-21

CALUMET DRIVE PAVEMENT REPAIR ERIE AVENUE - SAEMANN AVENUE

MARCH 2021



| SHEET NO. | DRAWING NO. | DESCRIPTION |
|-----------|-------------|-------------------------------|
| 1 | 000 CV | TITLE SHEET |
| 2 | 001 GN | GENERAL NOTES |
| 3-10 | 040D 1-8 | CONSTRUCTION DETAILS |
| 11-13 | 105 TC 1-3 | TRAFFIC CONTROL |
| 14-16 | 206 PP 1-3 | SANITARY SEWER LINING DETAILS |
| 17-18 | 206 PP 4-5 | STORM SEWER LINING DETAILS |
| 19-26 | 400 PP 4-8 | PLAN SHEETS |
| 27 | 500 MQ | QUANTITY TABLES |

===== = SEWER LINING LOCATIONS ON SIDE ROADS

NOT TO SCALE

| Revision Number | Revision Description | Drawn By | Check |
|-----------------|----------------------|----------|-------|
| | | | |

CALUMET DRIVE PAVEMENT REPAIR
ERIE AVENUE - SAEMANN AVENUE

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
2020 New Jersey Avenue
Sheboygan, WI 53081

Ryan Szatma, P.E. - City Engineer

| | |
|--------------|------------|
| Designed By | TJM |
| Drawn By | TJM |
| Checked By | KEJ |
| Plot Date | 01/07/21 |
| Est No. | 2452-21 |
| Project Date | MARCH 2021 |
| Sheet No. | 1 |
| Drawing No. | 0800Y |

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 | |



R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 7, 2021.

Your Committee to whom was referred Res. No. 186-20-21 by Alderpersons Donohue and Bohren supporting a strong state and local partnership regarding shared revenue funds for critical services; 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

5.1

Res. No. 186 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

A RESOLUTION supporting a strong state and local partnership regarding shared revenue funds for critical services.

WHEREAS, for over 90 years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

WHEREAS, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

WHEREAS, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

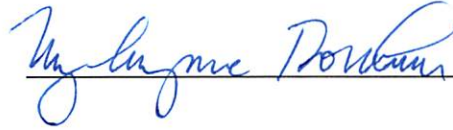
WHEREAS, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

WHEREAS, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

WHEREAS, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

Exp.
adopt

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Sheboygan, to Governor Tony Evers, and to the League of Wisconsin Municipalities.



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



R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 7, 2021.

Your Committee to whom was referred Res. No. 187-20-21 by Alderpersons Donohue and Bohren authorizing a budget adjustment and appropriation in the 2021 budget regarding the Senior Activity Center; 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

5.2

Res. No. 187 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the Senior Activity Center.

WHEREAS, when the 2021 Budget was approved, the purchase of the new Senior Activity Center facility had not been completed; and

WHEREAS, as a result, the 2021 Budget was constructed assuming the Senior Activity Center would remain at 428 Wisconsin Avenue; and

WHEREAS, therefore, certain funds - such as for janitorial services and office furniture / furnishings - were included in the 2021 Budget for the Senior Activity Center; and

WHEREAS, at this point, these funds - which total \$7,600 - are more appropriately used to assist in funding pre-construction services related to the new Senior Activity Center facility, located at 1807 North Eighth Street.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Senior Services - Contracted Services (Account No. 10156100-521900) by \$7,600.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the fact that \$1,600 in General Fund - Senior Services - Janitorial Services (Account No. 10156100-524135) and \$6,000 in General Fund - Senior Services - Office Furniture / Furnishings (Account No. 10156100-642500) is no longer needed because the former Senior Activity Center facility, located at 428 Wisconsin Avenue, is not being used.

FJP
(need 2/3)
adopt

J. Lynn Rowland

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



R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. April 7, 2021.

Your Committee to whom was referred Res. No. 188-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the 2021 Streets Improvements - Package 1 (Georgia Avenue and South 10th Street); 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

5.3

Res. No. 188 - 20 - 21. By Alderpersons Dekker and Sorenson.
March 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the 2021 Streets Improvements - Package 1 (Georgia Avenue and South 10th Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Streets Improvements - Package 1 (Georgia Avenue and South 10th Street) (the "Project"); and

WHEREAS, five bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company, Inc. for \$2,269,084.25; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$788,039.00; and

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project through its annual borrowing program; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

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.

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:

| | |
|---|--------------|
| Account #48033140-631200 (Street Improvements) | \$155,934.81 |
| Account #43033140-631200 (TID #20) | \$390,546.44 |
| Account #21961100-631200 (CDBG) | \$600,000.00 |
| Account #25061100-631100 (CDBG) | \$150,000.00 |
| Account #60134110-980099 (Wastewater Fund - Sanitary) | \$184,564.00 |

adopt

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to \$546,481.25 from Account No. 101-253000 (General Fund - Unreserved Fund Balance). Expenditures from Account No. 101-253000 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account Nos. 48033140-631200 and 43033140-631200 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than \$155,934.81 for Account No. 48033140-631200 or \$390,546.44 for Account No. 43033140-631200, any shortfall may be paid by Account No. 101-253000. In no event shall the total amount expended for the non-Water Utility portion of the Contract exceed \$1,481,045.25 without prior authorization of Council and compliance with all applicable laws.

Dean Dehke

Joe Sasser

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"), Sheboygan Water Utility ("Utility"), and Vinton Construction Company, Inc. ("Contractor"). Owner, Utility, 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 1, Georgia Ave. and S. 10th St.

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, Water Main, Concrete Sidewalk and Lawn Restoration.

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items Codes starting with COS, as defined in contractor's bid

1. Owner Account Number: _____

B. Utility Items: Items Codes starting with SWU, as defined in contractor's bid

1. Utility Account Number: _____

ARTICLE 3 – ENGINEER

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.

3.03 Engineer may delegate these duties and responsibilities, or a subset of the duties and responsibilities, to Utility as the Engineer deems appropriate.

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 August 17, 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, Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility 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 and Utility 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 and Utility (1) for any fines or penalties imposed on Owner or Utility, respectively, 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 or Utility, respectively 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 and Utility, respectively for the actual costs reasonably incurred by Owner and Utility 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 and Utility 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.
 - B. Owner and Utility shall pay for Work as allocated in paragraph 2.02.

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 and as modified herein. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.
 - 1. Submit Applications for Payment for items of Work to Owner or Utility as allocated in Paragraph 2.02.

6.02 *Progress Payments; Retainage*

- A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment 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 and Utility 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 Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Utility 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 of all Work, Owner and Utility 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 or Utility 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 and Utility 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 and Utility 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 Drawing Title Pages.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to 4, inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, 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, Utility, and Contractor each binds itself, its successors, assigns, and legal representatives to the other parties hereto, their 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, Utility, 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 or Utility, 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

CONTRACTOR:
Vinton Construction Company, Inc.

By: _____
(signature)
Name, _____
Title: Michael Vandersteen, Mayor

By: _____
(signature)
Name, _____
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name, _____
Title: Meredith DeBruin, City Clerk

Address for giving notices:

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:

UTILITY:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

By: _____
(signature)
Name, Joe Trueblood, Superintendent
Title:
Date: _____

2021 Street Improvements – Package 1
Georgia Ave. & S. 10th St.

| SECTION | TITLE | PAGES |
|-----------------|---|----------------------------|
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| 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 | 2 Pages |
| 00 42 13 | Bid Bond | 00 42 13-1 to 00 42 13-2 |
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| 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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| 00 73 00 | Supplementary Conditions | 00 73 00-1 to 00 73 00-14 |
| | | |
| 01 00 00 | GENERAL REQUIREMENTS | |
| 01 11 00 | Summary of Work | 01 11 00-1 to 01 11 00-5 |
| 01 14 00 | Work Restrictions | 01 14 00-1 to 01 14 00-6 |
| 01 21 00 | Allowances | 01 21 00-1 |
| 01 22 00 | Unit Prices | 01 22 00-1 |
| 01 55 26 | Traffic Control | 01 55 26-1 to 01 55 26-2 |
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| 01 64 00 | City Furnished Products | 01 64 00-1 |
| | | |
| 26 00 00 | ELECTRICAL REQUIREMENTS | |
| 26 57 00 | Traffic Signal Special Provisions | 14 Pages |
| | | |

CITY OF SHEBOYGAN
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| | | |
| 33 00 00 | UTILITIES | |
| 33 00 00 | Storm and Sanitary Utilities | 33 00 00-1 to 33 00 00-3 |
| 33 01 30 | Manhole Lining | 33 01 30-1 to 33 01 30-2 |
| 33 01 31 | Sewer Lining | 33 01 31-1 to 33 01 31-5 |
| 33 01 31.1 | Sewer Televising - Requirements for Digital Data Delivery | 2 Pages |
| 33 10 00 | Special Provisions to Standard Specifications | 17 Pages |
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| 99 00 010 | Appendix | |

2021 Street Improvements ? Package 1 Georgia Ave. & S. 10th St. (#7523396)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/05/2021 10:00 AM CST

| | | | | | | | Vinton Construction Company | |
|---------------|-----------|-----------|---|------|----------|-------------|-----------------------------|--|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension | |
| | 1 | COS-1 | Mobilization (Items with item code starting with COS) | LS | 1 | \$35,000.00 | \$35,000.00 | |
| | 2 | COS-2 | Traffic Control | LS | 1 | \$17,500.00 | \$17,500.00 | |
| | 3 | COS-3 | Clearing and Grubbing | Inch | 54 | \$37.10 | \$2,003.40 | |
| | 4 | COS-4 | Removing Street Light Base (including Backfill) | Each | 1 | \$100.00 | \$100.00 | |
| | 5 | COS-5 | Removing Curb and Gutter | LF | 1600 | \$0.01 | \$16.00 | |
| | 6 | COS-6 | Removing Concrete Sidewalk | SY | 1775 | \$9.00 | \$15,975.00 | |
| | 7 | COS-7 | Removing Pavement | SY | 4040 | \$4.00 | \$16,160.00 | |
| | 8 | COS-8 | Milling Asphaltic Pavement 3-Inch | SY | 21045 | \$3.05 | \$64,187.25 | |
| | 9 | COS-9 | Butt Joints | SY | 570 | \$6.70 | \$3,819.00 | |
| | 10 | COS-10 | Removing Manholes | Each | 6 | \$345.00 | \$2,070.00 | |
| | 11 | COS-11 | Removing Inlets | Each | 13 | \$290.00 | \$3,770.00 | |
| | 12 | COS-12 | Abandoning Inlet Leads | Each | 7 | \$425.00 | \$2,975.00 | |
| | 13 | COS-13 | Removing Inlet Leads | LF | 45 | \$25.00 | \$1,125.00 | |
| | 14 | COS-14 | Removing Guardrail (includes salvaging and reinstalling curl) | LF | 82 | \$16.00 | \$1,312.00 | |
| | 15 | COS-15 | Removing Pedestrian Railing | LF | 100 | \$3.00 | \$300.00 | |
| | 16 | COS-16 | Borrow | CY | 425 | \$17.50 | \$7,437.50 | |
| | 17 | COS-17 | Excavation Below Subgrade | CY | 20 | \$40.00 | \$800.00 | |
| | 18 | COS-18 | HMA Pavement 4 LT 58-28-S | Tons | 4970 | \$68.40 | \$339,948.00 | |
| | 19 | COS-19 | HMA Pavement 4 HT 58-28 S | Tons | 215 | \$76.00 | \$16,340.00 | |
| | 20 | COS-20 | Tack Coat | Gal | 2990 | \$3.00 | \$8,970.00 | |
| | 21 | COS-21 | Concrete Sidewalk 4-Inch | SF | 13070 | \$7.30 | \$95,411.00 | |
| | 22 | COS-22 | Base Aggregate Dense 1 1/4-Inch | Tons | 480 | \$10.00 | \$4,800.00 | |
| | 23 | COS-23 | Concrete Base 7-Inch | S& | 1070 | \$43.83 | \$46,898.10 | |
| | 24 | COS-24 | Concrete Pavement 9-Inch | SY | 94 | \$75.00 | \$7,050.00 | |
| | 25 | COS-25 | Concrete Driveway 6-Inch | SY | 39 | \$72.00 | \$2,808.00 | |
| | 26 | COS-26 | Detectable Warning Fields | SF | 612 | \$28.00 | \$17,136.00 | |
| | 27 | COS-27 | Detectable Warning Fields City Provided | SF | 264 | \$5.00 | \$1,320.00 | |
| | 28 | COS-28 | Concrete Curb and Gutter 24-inch (at Ramps) | LF | 1170 | \$49.00 | \$57,330.00 | |
| | 29 | COS-29 | Concrete Curb and Gutter 24-inch (overlaid pan) | LF | 850 | \$42.00 | \$35,700.00 | |
| | 30 | COS-30 | Concrete Curb and Gutter 24-inch (no ties) | LF | 420 | \$23.00 | \$9,660.00 | |
| | 31 | COS-31 | Pedestrian Curb | LF | 104 | \$25.00 | \$2,600.00 | |
| | 32 | COS-32 | Concrete Surface Drain | SY | 14 | \$100.00 | \$1,400.00 | |
| | 33 | COS-33 | Sloped Median Nose | Each | 2 | \$300.00 | \$600.00 | |
| | 34 | COS-34 | Salvage and Reset Manhole Frame and Grate | Each | 22 | \$380.00 | \$8,360.00 | |
| | 35 | COS-35 | Salvage and Reset Inlet Frame and Grate | Each | 14 | \$380.00 | \$5,320.00 | |
| | 36 | COS-36 | Inlets Type N1 | Each | 4 | \$1,450.00 | \$5,800.00 | |
| | 37 | COS-37 | Install City Provided Inlets Type N1 | Each | 6 | \$1,130.00 | \$6,780.00 | |
| | 38 | COS-38 | Install City Provided Storm MH Casting | Each | 10 | \$380.00 | \$3,800.00 | |
| | 39 | COS-39 | Install City Provided Sanitary MH Casting | Each | 5 | \$380.00 | \$1,900.00 | |
| | 40 | COS-40 | Inlet Frame and Grate | Each | 4 | \$895.00 | \$3,580.00 | |
| | 41 | COS-41 | Install City Provided Inlet Frame and Grate | Each | 9 | \$380.00 | \$3,420.00 | |
| | 42 | COS-42 | Inlet Casting Frame and Grate Type C | Each | 1 | \$895.00 | \$895.00 | |
| | 43 | COS-43 | Manhole 4-FT Diameter | Each | 1 | \$2,000.00 | \$2,000.00 | |
| | 44 | COS-44 | Install City Provided Manhole | Each | 10 | \$1,530.00 | \$15,300.00 | |
| | 45 | COS-45 | Manhole Casting | Each | 1 | \$712.00 | \$712.00 | |
| | 46 | COS-46 | Replace Existing MH Castings | Each | 2 | \$712.00 | \$1,424.00 | |
| | 47 | COS-47 | Repair Offset Ferno | Each | 4 | \$3,950.00 | \$15,800.00 | |
| | 48 | COS-48 | Install City Provided 10-Inch PVC Sanitary Sewer | LF | 30 | \$153.00 | \$4,590.00 | |
| | 49 | COS-49 | Install City Provided 12-Inch PVC Storm Sewer | LF | 169 | \$68.00 | \$11,492.00 | |
| | 50 | COS-50 | Install City Provided 15-Inch PVC Storm Sewer | LF | 123 | \$69.00 | \$8,487.00 | |
| | 51 | COS-51 | Install City Provided 18-Inch PVC Sanitary Sewer | LF | 57 | \$196.00 | \$11,172.00 | |
| | 52 | COS-52 | Install City Provided 18-Inch PVC Storm Sewer | LF | 89 | \$93.00 | \$8,277.00 | |
| | 53 | COS-53 | Install City Provided 21-Inch PVC Storm Sewer | LF | 16 | \$138.00 | \$2,208.00 | |
| | 54 | COS-54 | Install City Provided 30-Inch PVC Storm Sewer | LF | 18 | \$105.00 | \$1,890.00 | |
| | 55 | COS-55 | Sanitary Sewer Lining 10-Inch | LF | 2948 | \$27.00 | \$79,596.00 | |
| | 56 | COS-56 | Sanitary Sewer Lining 12-Inch | LF | 357 | \$43.00 | \$15,351.00 | |
| | 57 | COS-57 | Sanitary Sewer Lining 15-Inch | LF | 638 | \$47.50 | \$30,305.00 | |
| | 58 | COS-58 | Sanitary Sewer Lining 18-Inch | LF | 204 | \$80.00 | \$16,320.00 | |
| | 59 | COS-59 | Sanitary Sewer Lining 24-Inch | LF | 214 | \$95.00 | \$20,330.00 | |
| | 60 | COS-60 | Storm Sewer Lining 8-Inch | LF | 246 | \$31.00 | \$7,626.00 | |
| | 61 | COS-61 | Storm Sewer Lining 10-Inch | LF | 458 | \$22.00 | \$10,076.00 | |
| | 62 | COS-62 | Storm Sewer Lining 12-Inch | LF | 257 | \$33.00 | \$8,481.00 | |
| | 63 | COS-63 | Storm Sewer Lining 15-Inch | LF | 923 | \$46.00 | \$42,458.00 | |
| | 64 | COS-64 | Storm Sewer Lining 18-Inch | LF | 350 | \$55.00 | \$19,250.00 | |

2021 Street Improvements ? Package 1 Georgia Ave. & S. 10th St. (#7523396)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/05/2021 10:00 AM CST

| | | | | | | | Vinton Construction Company | |
|--------------------|-----------|-----------|---|------|----------|--------------|-----------------------------|--|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension | |
| | 65 | COS-65 | Sanitary Sewer Manhole Lining | VF | 8 | \$625.00 | \$5,000.00 | |
| | 66 | COS-66 | Inlet Protection | Each | 75 | \$60.00 | \$4,500.00 | |
| | 67 | COS-67 | Rock Bags | Each | 110 | \$11.00 | \$1,210.00 | |
| | 68 | COS-68 | Silt Fence | LF | 60 | \$3.00 | \$180.00 | |
| | 69 | COS-69 | Pedestrian Railing (SW Quadrant) | Each | 1 | \$8,810.00 | \$8,810.00 | |
| | 70 | COS-70 | Pedestrian Railing (NW Quadrant) | Each | 1 | \$8,810.00 | \$8,810.00 | |
| | 71 | COS-71 | Temporary Safety Fence | LS | 1 | \$400.00 | \$400.00 | |
| | 72 | COS-72 | Site Restoration | LS | 1 | \$6,000.00 | \$6,000.00 | |
| | 73 | COS-73 | Traffic Signals - Complete | LS | 1 | \$199,264.00 | \$199,264.00 | |
| | 74 | COS-74 | Bulkhead and Slurry 18-inch Pipe | LF | 45 | \$30.00 | \$1,350.00 | |
| | 75 | COS-75 | Allowance - Traffic Signal Items | LS | 1 | \$40,000.00 | \$40,000.00 | |
| | 76 | COS-76 | Allowance - Televising Video Conversion | LS | 1 | \$10,000.00 | \$10,000.00 | |
| COS Total | | | | | | | \$1,481,045.25 | |
| SWU | 77 | SWU-1 | Mobilization (Items with item code starting with SWU) | LS | 1 | \$10,000.00 | \$10,000.00 | |
| | 78 | SWU-2 | 12" PVC water main, furnish & install | LF | 3110 | \$135.00 | \$419,850.00 | |
| | 79 | SWU-3 | 10-in PVC water main, furnish & install | LF | 40 | \$200.00 | \$8,000.00 | |
| | 80 | SWU-4 | 8-in PVC water main, furnish & install | LF | 180 | \$145.00 | \$26,100.00 | |
| | 81 | SWU-5 | 6-in DI water main & hydrant lead, furnish & install | LF | 150 | \$158.00 | \$23,700.00 | |
| | 82 | SWU-6 | 12-in valve and box, furnish & install | EA | 12 | \$3,504.00 | \$42,048.00 | |
| | 83 | SWU-7 | 8-in valve and box, furnish & install | EA | 4 | \$1,896.00 | \$7,584.00 | |
| | 84 | SWU-8 | 6-in valve and box, furnish & install | EA | 6 | \$1,322.00 | \$7,932.00 | |
| | 85 | SWU-9 | Fire hydrant, furnish & install, | EA | 5 | \$5,032.00 | \$25,160.00 | |
| | 86 | SWU-10 | Existing 6-inch water service connection | EA | 1 | \$4,395.00 | \$4,395.00 | |
| | 87 | SWU-11 | 1-1/2" stone foundation, delivered and placed | CY | 300 | \$30.00 | \$9,000.00 | |
| | 88 | SWU-12 | Temporary Water Supply | LS | 1 | \$32,650.00 | \$32,650.00 | |
| | 89 | SWU-13 | Erosion Control | LS | 1 | \$100.00 | \$100.00 | |
| | 90 | SWU-14 | Site Restoration | LS | 1 | \$1,600.00 | \$1,600.00 | |
| | 91 | SWU-15 | Milling Asphaltic Pavement, 3-Inch | SY | 100 | \$9.70 | \$970.00 | |
| | 92 | SWU-16 | Tack Coat | Gal | 127 | \$3.00 | \$381.00 | |
| | 93 | SWU-17 | HMA Pavement 4 LT 58-28-S | Tons | 200 | \$82.15 | \$16,430.00 | |
| | 94 | SWU-18 | Concrete Base, 7" furnish and install | SY | 3300 | \$43.83 | \$144,639.00 | |
| | 95 | SWU-19 | Concrete Pavement, 9" furnish and install | SY | 100 | \$75.00 | \$7,500.00 | |
| SWU Total | | | | | | | \$788,039.00 | |
| Grand Total | | | | | | | \$2,269,084.25 | |



R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 7, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 190-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a Professional Services Agreement with Carlson-Dettmann Consulting for an assessment of the City's current classification and compensation of its employees; 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 190 - 20 - 21. By Alderpersons Donohue and Bohren.
March 22, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a Professional Services Agreement with Carlson-Dettmann Consulting for an assessment of the City's current classification and compensation of its employees.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into the attached Professional Services Agreement with Carlson-Dettmann Consulting.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$57,500, from Account No. 10118100-521900 for the Professional Services Agreement with Carlson-Dettmann Consulting, which provides sufficient funding for the professional services and related travel costs.

*Exp
adopt*

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

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF SHEBOYGAN, WI
AND
CARLSON DETTMANN CONSULTING**

This professional service agreement (hereinafter the “Agreement”) is made and entered into by and between the City of Sheboygan, WI (hereinafter “the Client”) and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter “Consultant”).

WHEREAS, The Client wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment of the Client’s classification and compensation program for up to 140 classification titles, including job analysis and evaluation, a market analysis for wages in comparable jobs in the Client’s competitive market, and recommendations on any changes to its salary plan; and

WHEREAS, Consultant has an established history of providing similar services to similar public sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, consistent with the proposal provided to the Client, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services contemplated hereunder are completed. The mutual goal of the parties is to provide the client with a reliable budget estimate no later than September 30, 2020, understanding that certain elements of the project may extend beyond that date.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Review and analyze the Client’s relevant organizational values and concerns. Determine current organizational needs in regards to a classification and compensation system.
 - b) Utilize the Client’s job descriptions, supplemented by the Carlson Dettmann Consulting Job Description Questionnaire (JDQ), to analyze, document and validate the job information for the Client’s jobs.
 - c) Quantitatively evaluate the job content of up to 140 job classifications using the Carlson Dettmann Point Factor Job Evaluation System. Client may choose to participate in the evaluation of its jobs, but shall indicate its desire to do so at, or prior to, the submission of the job documentation for Consultant’s review.
 - d) Analyze all existing classification titles and levels, and recommend changes—if any—to the current classification plan.
 - e) Analyze base salary market data for an appropriate set of benchmark positions.
 - f) Review gross earnings data and overtime pay policies to identify areas, if any, where internal compression is an issue and recommend remedies as appropriate.
 - g) Recommend classification of each position relative to exempt and non-exempt status, in accordance with Federal Fair Labor Standards Act (FLSA).
 - h) Develop recommendations for any changes in pay plan structure.

- i) Present to the Client an overall plan and final presentation that is clear and understandable, and summarizes the information gathering process, recommended framework for policy and procedure revisions, and findings and recommendations.
 - j) Provide onsite services, anticipated to cover up to five (5) trips.
 - a. For purposes of this agreement, a “trip” is to be considered an onsite visit to the Client which may, or may not, require multiple consecutive day meetings.
 - b. The intended trips are intended to include, but are not limited to: [1] initial meeting(s) with the Client’s project team and/or Client leadership; [2] onsite mid-project management interviews to ensure internal ratings are accurate and concerns are addressed; [3] an onsite meeting with the appropriate parties (e.g. leadership, board, committee, etc.) to review tentative findings and recommendations; [4] presentation to the appropriate decision-making body for action; and [5] reserved to be determined at a later date dependent on circumstances.
 - k) Upon mutual agreement of the parties, periodic status conferences and/or other meetings may be conducted via phone conferences or web-based technology (e.g. Zoom) at no additional cost. Further, any of the above-noted trips may be conducted virtually upon the agreement of the parties.
 - l) Provide a review of the Client’s insurance and a high-level overview of other benefits programs. Said overview would be provided with the assistance of the Cottingham & Butler benefits team.
 - m) [OPTIONAL] Conduct employee classification appeals after plan adoption in accordance with the appeals process mutually agreed upon and adopted by the Client.
3. Job Documentation. The Client shall provide Consultant with accurate job descriptions or completed JDQ’s, and Consultant will use this information for job evaluation and revising job descriptions.
4. Base Project Fee. Unless noted elsewhere, the project fee includes those items identified in the Scope of Services. The Client shall pay the Consultant a project price of \$56,000, plus reasonable travel expenses (e.g. mileage, meals, lodging), to conduct the full study for up to 140 job classifications.
5. Additional/Optional Fees.
- a) Job Evaluations Different Than the Established Number. Consultant’s fee shall be adjusted by \$400 per job evaluation over the 140 classification evaluations upon on which the project fee was based.
 - b) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting on organizational management matters; onsite meetings in excess of those defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at the rate of \$225 per hour, unless agreed upon otherwise by the Client and Consultant. Subject to scheduling and mutual agreement, meetings conducted by

telephone and/or web conference are not subject to any additional fee. No additional charges shall be made for consulting, onsite meetings or locating records and other public record responses without prior written approval of Client's representative.

- c) Job Descriptions: [OPTIONAL] If the Client desires Consultant to draft new or job revised job descriptions, Client will be invoiced at a rate of \$125 per job description.
 - d) Employee Interviews: [OPTIONAL] Department head interviews are included as part of the project fee, but if the Client requires employee interviews for specific position(s), the Client will be billed at our hourly rate for said interview(s). Any non-department head employee interviews must be approved in advance in writing by the Client.
 - e) Additional Onsite Trips: [OPTIONAL] If, at the Client's request, Consultant would be required to be onsite for a meeting in excess of that which is described above, the fee would be \$1,500, plus business travel expenses, per trip.
 - f) Appeals Process. If the Client desires to incorporate an appeals process, the Client will be invoiced \$200 per appeal/review submitted for our review and recommendation, plus travel expenses.
6. Payment. Consultant shall submit invoices in five (5) equal installments of the agreed upon project fee: initial invoice (upon execution of a professional services agreement), second invoice (at the start of the second month of the project), third invoice (at the start of the third month of the project), fourth invoice (at the start of the fourth month of the project), and the final invoice (upon delivery of CDC's findings and recommendations to the Client). Travel expenses, or other agreed upon expenses, will be invoiced periodically as they are incurred. Invoices shall be submitted to Vicky Schneider, Director of Human Resources and Labor Relations, 828 Center Ave., Sheboygan WI 53081. The Client shall make payment within sixty (60) days of receipt of the invoice from Consultant.
7. Performance Requirements of Consultant. The Consultant shall complete the services as stated above in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Consultant shall, without additional compensation, correct or replace any and all services not meeting the Standard of Care. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports upon request by the Client. If the Client believes a portion of Consultant's work does not meet this Standard of Care, the Client shall bring this to the attention of the Consultant without undue delay, and the parties agree to meet and negotiate in good faith to resolve the dispute.
8. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record, or sufficient related data, as necessary to fulfill said services. Client designates Vicky Schneider as its designated project manager for purposes of this Agreement, who is authorized to act on the Client's behalf with respect to this Agreement.

9. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
10. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees, in the performance of its duties under this Agreement. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the: (i) negligent or intentional acts or omissions of the Client, its officers or employees; and (ii) any allegation that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.
11. Insurance Coverage. Consultant is required to carry professional liability insurance coverage that would cover the nature and type of service that is being provided to the Client.
12. Consultant's Trade Secrets.
 - a) The parties recognize that Client is bound by the Wisconsin Public Records Law, which limits the extent to which Client may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law). Nothing in this Agreement shall be interpreted as superseding the Wisconsin Public Records Law.
 - b) Consultant asserts that the Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services meets the definition of a trade secret in Wis. Stat. § 134.90.
 - c) Consultant shall notify Client and/or clearly mark any items submitted to the Client which the Consultant asserts meet the definition of a trade secret in Wis. Stat. § 134.90, or are otherwise confidential under Wisconsin law.
 - d) The Client (including its officers, employees, agents, and representatives) agree to: (1) take reasonable precautions to protect any information identified as a trade secret or otherwise confidential, and (2) not to use or divulge the information to any third party unless required by law (including in response to a public records request). In the event the Client receives a public records request or similar request – such as a subpoena – for information identified as a trade secret or otherwise confidential, Client shall promptly notify Consultant at patrick.glynn@carlsondettmann.com. Consultant may provide guidance to

Client as to whether, in its opinion, the requested information is a trade secret or otherwise confidential. Any such guidance shall be provided to Client within five (5) business days of Client's email, time being of the essence, so that Client has time to comply with its obligations to respond to the public records request. Client agrees to consider any guidance provided by Consultant in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If Client follows the guidance provided by Consultant, Consultant agrees to indemnify, defend, and hold the Client harmless from liability of any kind whatsoever that may result from the Client following the guidance from Consultant.

13. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
14. Assignment. Client may not assign or transfer this Agreement, or any part thereof, without the written consent of the Consultant, which shall not be unreasonably withheld.
15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
16. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
17. Appropriation of Funds. The Client acknowledges that funding has been appropriated and approved for this project. If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty. In such an instance, Consultant shall be released from the terms of this agreement and shall not be required to indemnify Client for any actions taken on preliminary information provided by Consultant.
18. Conflict of Interest. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of services under the Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
19. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same Agreement. This Agreement may be executed through e-signature, and may be delivered via facsimile or electronic mail.
20. Identity of Consultant. Consultant acknowledges that one of the primary reasons for its selection by the Client to perform the services is Consultant's qualifications and experience. Consultant thus agrees that the services to be performed pursuant to this Agreement shall be performed by

Consultant. Consultant shall not subcontract any part of the services without the prior written permission of the Client. The Client's project manager shall have the ability to provide this written permission. The Client reserves the right to reject any of Consultant's personnel or proposed outside sub-contractors, and the Client reserves the right to request that acceptable replacement personnel be assigned to the project.

21. Non-Discrimination. In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin.
22. Open Records. Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. The parties anticipate that any record generated by Consultant will be provided to the Client, and that the Client will maintain such record. To the extent a record generated by Consultant is subject to the Wisconsin Public Records Law and is not provided to the Client, Consultant acknowledges it is obligated to assist the Client in retaining and producing those records, and that the failure to do so shall constitute a material breach of this Agreement, and that Consultant must defend and hold the Client harmless from liability under the Wisconsin Public Records Law resulting from Consultant's failure to retain and produce such record. Except as otherwise authorized by the Client's project manager, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
23. Termination. The Client may terminate or suspend performance of this Agreement at the Client's prerogative at any time upon written notice to Consultant. The Client's project manager shall have the authority to provide the notice necessary to suspend performance of this Agreement. Consultant shall terminate or suspend performance of the services on a schedule acceptable to the Client, and the Client shall pay Consultant for the services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, the Client shall make an equitable adjustment to Consultant's compensation and schedule of services.
24. Third Party Rights. Except as expressly identified in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and Consultant.
25. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
26. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

This is the Signature Page for the Professional Services Agreement between the City of Sheboygan, Wisconsin and Carlson Dettmann Consulting approved by the Common Council of the City of Sheboygan in Resolution ____-20-21.

CITY OF SHEBOYGAN, WI

CARLSON DETTMANN CONSULTING

By:

By:

Patrick W. Glynn, Director of Total Rewards

Date: _____

Date: _____

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF SHEBOYGAN, WI
AND
CARLSON DETTMANN CONSULTING**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the City of Sheboygan, WI (hereinafter "the Client") and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter "Consultant").

WHEREAS, The Client wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment of the Client's classification and compensation program for up to 140 classification titles, including job analysis and evaluation, a market analysis for wages in comparable jobs in the Client's competitive market, and recommendations on any changes to its salary plan; and

WHEREAS, Consultant has an established history of providing similar services to similar public sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, consistent with the proposal provided to the Client, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services contemplated hereunder are completed. The mutual goal of the parties is to provide the client with a reliable budget estimate no later than September 30, 2020, understanding that certain elements of the project may extend beyond that date.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Review and analyze the Client's relevant organizational values and concerns. Determine current organizational needs in regards to a classification and compensation system.
 - b) Utilize the Client's job descriptions, supplemented by the Carlson Dettmann Consulting Job Description Questionnaire (JDQ), to analyze, document and validate the job information for the Client's jobs.
 - c) Quantitatively evaluate the job content of up to 140 job classifications using the Carlson Dettmann Point Factor Job Evaluation System. Client may choose to participate in the evaluation of its jobs, but shall indicate its desire to do so at, or prior to, the submission of the job documentation for Consultant's review.
 - d) Analyze all existing classification titles and levels, and recommend changes—

if any—to the current classification plan.

- e) Analyze base salary market data for an appropriate set of benchmark positions.
- f) Review gross earnings data and overtime pay policies to identify areas, if any, where internal compression is an issue and recommend remedies as appropriate.
- g) Recommend classification of each position relative to exempt and non-exempt status, in accordance with Federal Fair Labor Standards Act (FLSA).
- h) Develop recommendations for any changes in pay plan structure.
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- j) Provide onsite services, anticipated to cover up to five (5) trips.
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- l) Provide a review of the Client's insurance and a high-level overview of other benefits programs. Said overview would be provided with the assistance of the Cottingham & Butler benefits team.
- m) [OPTIONAL] Conduct employee classification appeals after plan adoption in accordance with the appeals process mutually agreed upon and adopted by the Client.

3. Job Documentation. The Client shall provide Consultant with accurate job descriptions or completed JDQ's, and Consultant will use this information for job evaluation and revising job descriptions.
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 - a) Job Evaluations Different Than the Established Number. Consultant's fee shall be adjusted by \$400 per job evaluation over the 140 classification evaluations upon on which the project fee was based.
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8. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record, or sufficient related data, as necessary to fulfill said services. Client designates Vicky Schneider as its designated project manager for purposes of this Agreement, who is authorized to act on the Client's behalf with respect to this Agreement.
9. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
10. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs,

damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees, in the performance of its duties under this Agreement. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the: (i) negligent or intentional acts or omissions of the Client, its officers or employees; and (ii) any allegation that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.

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 - a) The parties recognize that Client is bound by the Wisconsin Public Records Law, which limits the extent to which Client may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law). Nothing in this Agreement shall be interpreted as superseding the Wisconsin Public Records Law.
 - b) Consultant asserts that the Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services meets the definition of a trade secret in Wis. Stat. § 134.90.
 - c) Consultant shall notify Client and/or clearly mark any items submitted to the Client which the Consultant asserts meet the definition of a trade secret in Wis. Stat. § 134.90, or are otherwise confidential under Wisconsin law.
 - d) The Client (including its officers, employees, agents, and representatives) agree to: (1) take reasonable precautions to protect any information identified as a trade secret or otherwise confidential, and (2) not to use or divulge the information to any third party unless required by law (including in response to a public records request). In the event the Client receives a public records request or similar request – such as a subpoena – for information identified as a trade secret or otherwise confidential, Client shall promptly notify Consultant at patrick.glynn@carlsondettmann.com. Consultant may provide guidance to Client as to whether, in its opinion, the requested information is a trade secret or otherwise confidential. Any such guidance shall be provided to Client within

five (5) business days of Client's email, time being of the essence, so that Client has time to comply with its obligations to respond to the public records request. Client agrees to consider any guidance provided by Consultant in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If Client follows the guidance provided by Consultant, Consultant agrees to indemnify, defend, and hold the Client harmless from liability of any kind whatsoever that may result from the Client following the guidance from Consultant.

13. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
14. Assignment. Client may not assign or transfer this Agreement, or any part thereof, without the written consent of the Consultant, which shall not be unreasonably withheld.
15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
16. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
17. Appropriation of Funds. The Client acknowledges that funding has been appropriated and approved for this project. If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty. In such an instance, Consultant shall be released from the terms of this agreement and shall not be required to indemnify Client for any actions taken on preliminary information provided by Consultant.
18. Conflict of Interest. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of services under the Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
19. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes

one and the same Agreement. This Agreement may be executed through e-signature, and may be delivered via facsimile or electronic mail.

20. Identity of Consultant. Consultant acknowledges that one of the primary reasons for its selection by the Client to perform the services is Consultant's qualifications and experience. Consultant thus agrees that the services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the services without the prior written permission of the Client. The Client's project manager shall have the ability to provide this written permission. The Client reserves the right to reject any of Consultant's personnel or proposed outside sub-contractors, and the Client reserves the right to request that acceptable replacement personnel be assigned to the project.
21. Non-Discrimination. In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin.
22. Open Records. Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. The parties anticipate that any record generated by Consultant will be provided to the Client, and that the Client will maintain such record. To the extent a record generated by Consultant is subject to the Wisconsin Public Records Law and is not provided to the Client, Consultant acknowledges it is obligated to assist the Client in retaining and producing those records, and that the failure to do so shall constitute a material breach of this Agreement, and that Consultant must defend and hold the Client harmless from liability under the Wisconsin Public Records Law resulting from Consultant's failure to retain and produce such record. Except as otherwise authorized by the Client's project manager, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
23. Termination. The Client may terminate or suspend performance of this Agreement at the Client's prerogative at any time upon written notice to Consultant. The Client's project manager shall have the authority to provide the notice necessary to suspend performance of this Agreement. Consultant shall terminate or suspend performance of the services on a schedule acceptable to the Client, and the Client shall pay Consultant for the services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, the Client shall make an equitable adjustment to Consultant's compensation and schedule of services.

24. Third Party Rights. Except as expressly identified in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and Consultant.
25. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
26. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

This is the Signature Page for the Professional Services Agreement between the City of Sheboygan, Wisconsin and Carlson Dettmann Consulting approved by the Common Council of the City of Sheboygan in Resolution 190-20-21.

CITY OF SHEBOYGAN, WI

By:



04/12/2021

Date: _____

CARLSON DETTMAN CONSULTING

By:



Patrick W. Glynn, Director of Total Rewards

04/12/2021

Date: _____

IX

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 7, 2021.

Your Committee to whom was referred Gen. Ord. No. 41-20-21 by Alderpersons Donohue and Bohren amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator; 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

I

7.1

Gen. Ord. No. 41 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

AN ORDINANCE amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator.

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

Section 1. Chapter 2, Article III, Division 5 of the Municipal Code is hereby amended to read as follows:

"DIVISION 5. CITY ADMINISTRATOR

Sec. 2-340. *Position established.*

- (a) The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor.
- (b) All references to chief administrative officer in this Code shall be changed to city administrator.

Sec. 2-341. *Appointment and term.*

The city administrator shall be appointed by the common council with input from the mayor. Said appointee may be removed only for cause by a four-fifths vote of the common council. The term "cause" as used in this subsection, is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office.

Sec. 2-342. *Duties.*

The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the comptroller.

Sec. 2-343 - 2-365. *Reserved."*

Section 2. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby amended in subsection (b) thereof to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

. . .

(b) *Duties and authority.* The finance director/treasurer shall be:

*F48
adopt*

- (1) The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
- (2) The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
- (3) Responsible for reports required by state statutes and such others as may be required by law and the common council.

. . . "

Section 3. Section 2-225 of the Municipal Code entitled "Bonds generally" is hereby amended to read as follows:

"Section 2-225. *Bonds generally.*

- (a) The various city officers and employees shall be bonded in the following amounts:

. . .

- (6) City administrator, \$20,000.00

. . . "

Section 4. Section 2-938 of the Municipal Code entitled "Contracts for tax incremental financing projects" is hereby amended to read as follows:

"Section 2-938. *Contracts for tax incremental financing.*

No contract for tax incremental financing district projects or change orders to such contracts shall be executed on the part of the city until the city administrator shall have countersigned the contract of change order and made an endorsement thereon, showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder."

Section 5. Section 2-966 of the Municipal Code entitled "Approval" is hereby amended to read as follows:

"Section 2-966. *Approval.*

- (a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stat. § 893.80, is established under Wis. Stat. § 66.0609. Payments may be

made from the city treasury after the city administrator audits and approves each claim as a proper charge against the treasury and endorses his or her approval on the claim having determined that the following conditions have been complied with:

- (1) Funds are available therefor pursuant to the budget approved by the common council.
- (2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
- (3) The item or service has been actually supplied or rendered in conformity with such authorization.
- (4) The claim is just and valid pursuant to law.

The city administrator may require the submission of such proof and evidence to support the conditions as in his or her discretion he or she may deem necessary.

- (b) The city administrator shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.
- (c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stat. § 73.10 or by a public accountant licensed under Wis. Stat. ch. 442, the designation to be made by the common council.
- (d) Such system shall be operative only if the city administrator is covered by a fidelity bond of not less than \$20,000.00.
- (e) With the adoption of this section, the claim procedure required by Wis. Stat. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stat. § 893.80, is not applicable."

Section 6. Section 10-103 of the Municipal Code entitled "Retail 'Class B' licenses" is hereby amended in subsection (g) thereof to repeal subsections (1), (2), and (3) thereof, such that said subsection (g) reads as follows:

"Sec. 10-103. Retail "Class B" licenses.

. . . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except

that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stat. § 125.51(4)(a)4 is the fee established in subsection (d) above."

Section 7. Section 34-273 of the Municipal Code entitled "Investment of fund" is hereby amended to read as follows:

"Sec. 34-273. *Investment of fund.*

Under this division, when any money in the perpetual care trust fund shall not have been transferred to another city fund, the city administrator, under supervision of the council and the finance committee, shall - to the extent permitted by the City's adopted Investment Policy - purchase securities issued or guaranteed as to the principal and interest by the United States government; bonds or securities of any county, city or drainage district; bonds or securities of any vocational, technical and adult education district, village, town or school district of this state; or may invest in the state local government pooled-investment fund. The interest on these investments shall be collected by the city administrator, and he or she shall make a semiannual report to the council in which he or she shall itemize the securities and the amount of interest received. The city administrator, council and the finance committee shall analyze such securities at least twice a year as to advisability of retaining any securities."

Section 8. Section 58-38 of the Municipal Code entitled "Audits" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 58-38. *Audits.*

- (a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure and the purpose for which it was expended, to the city administrator. The library shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has been incurred and that the library board has audited and approved the expenditure. The appropriate municipal official shall then pay the bill as others are paid.


. . ."

Section 9. Section 74-11 of the Municipal Code entitled "Audits and reports" is hereby amended to read as follows:

"Sec. 74-11. *Audits and reports.*

All claims and demands against the city pertaining to parks, parkways, boulevards or pleasure drives shall, prior to their allowance by the city, be audited and adjusted by the city administrator. Immediately after their allowance, a list of claims and demands so allowed shall be furnished to the finance director/treasurer stating the character of the materials furnished or services rendered to ensure appropriate payments are made."

Section 10. 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

II

Other Matters

R. O. No. _____ - 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)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|------------------------------------|
| 7012 | Alvarez, Alexander D. | 2929 N. 26 th Street |
| 3548 | Jaimes, Rigoberto | 1450 S. 20 th Street |
| 3528 | Loebel, Allison | 1906 N. 24 th Street |
| 3532 | Luna-Anderson, Selena K. | 1104 Lincoln Avenue |
| 3534 | Maechtle, Jacob S. | 211 S. 7 th 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. 9 th 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. 7 th Street |
| 3560 | Weinfurter, Lynn M. | 2518 MacArthur Avenue |

CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------|--|
| 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. |

ALPS

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)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--|-------------------------|
| 3479 | Stefano's Slo Food Market (Stefano's Slo Food Market LLC) | 729 Pennsylvania Avenue |

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------------|-------------------|
| 3481 | El Durango (Miguel Olivas) | 1423 Union Avenue |

SIDEWALK CAFÉ (April 14, 2022) (RENEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|---------------------------------|---------------------------------|
| 2742 | 8 th Street Ale Haus | 1132 N. 8 th Street |
| 3480 | Arrosto Delicatessen | 1418 N. 13 th Street |
| 1926 | Il Ritrovo | 515 S. 8 th Street |
| 1412 | Trattoria Stefano | 522 S. 8 th Street |
| 2427 | Urbane | 1231 N. 8 th Street |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|---------------------------------|
| 2918 | Bueno Jr., Oscar | 3228 N. 27 th 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 |

III

Other Matters

Res. No. -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) | <i>\$38,595.74 in 2020</i> |
| SCIO | \$10,000 (Public Service) | <i>\$ 7,719.15 in 2020</i> |
| Shoreline Metro | \$42,493 (Public Service) | <i>\$42,493.00 in 2020</i> |
| Family Service Assoc. | \$21,000 (Public Service) | <i>\$15,438.29 in 2020</i> |
| Family Connections | \$ 5,000 (Public Service) | <i>\$ 3,859.57 in 2020</i> |
| Lakeshore CAP | \$26,100 (Public Service) | <i>\$14,859.36 in 2020</i> |
| Big Brothers/Big Sisters | \$16,700 (Public Service) | <i>\$11,719.15 in 2020</i> |

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