

*****ATTACHMENTS*****

II

4.4

R. O. No. 71 - 20 - 21. By FINANCE DIRECTOR. September 21, 2020.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 7617 in the amount of \$2,317.16 billed to B & T Sales & Services LLC regarding damage to a traffic control signal located at the corner of Geele Ave. and Calumet Drive on January 28, 2019, has been settled with a payment to the City of Sheboygan in the amount of \$2,000.00.

FAP

Finance Director

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 71-20-21 is a negotiated settlement by the City Administrator on City of Sheboygan invoice number 7617 with B & T Sales & Services, LLC.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: September 22, 2020

MEETING DATE: September 28, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 71-20-21 is a negotiated settlement by the City Administrator with B & T Sales & Services, LLC on City of Sheboygan invoice number 7617 in the amount of \$2,000.00. The original amount of the invoice was \$2,317.16.

STAFF COMMENTS:

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

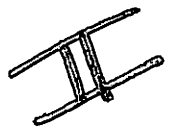
ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 71-20-21.

ATTACHMENTS:

- I. R.O. No. 71-20-21

4.5



R. O. No. 72 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Dolcye Johnson regarding the Ambulance Fund Budget for 2019.

FP

CITY CLERK

August 20, 2020

Mayor Vandersteen

Sheboygan City Council

Attached is the 280 Ambulance Fund Budget for 2019. It again fails to include the salaries and benefits for ALL the firefighters required to operate the ambulance service. The consulting firm that conducted the comprehensive study of the Fire Department made four recommendations, one of which was to include 75% of the firefighters necessary to run the ambulance service in the budget. Last year then City Administrator Hofland alluded to gradually making that change, but the 2019 budget only includes the costs of four firefighters.

Sincerely,



Dolcye Johnson

1306 North 3rd Street

Sheboygan

920-458-5819

08/06/2020 13:14
suhrke

CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2019 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
280	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
28022500 FIRE - AMBULANCE SERVICE							
28022500 510110 FULL TIME SALAR	292,728	0	292,728	294,679.57	.00	-1,951.57	100.7%*
28022500 510111 FULL TIME SALAR	5,500	0	5,500	5,694.27	.00	-194.27	103.5%*
28022500 510310 FICA	0	0	0	.00	.00	.00	.0%
28022500 510311 MEDICARE	4,349	0	4,349	4,050.19	.00	298.81	93.1%
28022500 510320 WT RETIREMENT F	44,856	0	44,856	45,758.24	.00	-902.24	102.0%*
28022500 510340 HEALTH INSURANC	80,100	0	80,100	72,110.12	.00	7,989.88	90.0%
28022500 510350 DENTAL INSURANC	5,076	0	5,076	4,579.37	.00	496.63	90.2%
28022500 510360 LIFE INSURANCE	180	0	180	155.28	.00	24.72	86.3%
28022500 510400 WORKERS COMPENS	2,856	0	2,856	2,856.00	.00	.00	100.0%
28022500 510410 UNEMPLOYMENT CO	0	0	0	.00	.00	.00	.0%
28022500 510490 CLOTHING ALLOWA	0	0	0	1,700.00	.00	-1,700.00	100.0%*
28022500 521900 CONTRACTED SERV	95,000	0	95,000	86,027.58	.00	8,972.42	90.6%
28022500 522110 VEHICLE MAINTEN	10,000	0	10,000	9,632.50	.00	367.50	96.3%
28022500 525125 MOBILE TELEPHON	500	0	500	539.17	.00	-39.17	107.8%*
28022500 526125 TRAINING & CONF	2,500	0	2,500	2,052.11	.00	447.89	82.1%
28022500 526130 TRAINING & EDUC	0	0	0	.00	.00	.00	.0%
28022500 526130 29612 TRAINING &	0	0	0	.00	.00	.00	.0%
28022500 528150 VEHICLE RENTAL	106,456	0	106,456	.00	.00	106,456.00	.0%
28022500 530215 MEDICAL SUPPLIE	68,000	0	68,000	70,299.01	.00	-2,299.01	103.4%*
28022500 530230 GASOLINE	15,000	0	15,000	20,025.35	.00	-5,025.35	133.5%*
28022500 530255 TOOLS & SMALL E	1,500	0	1,500	19,022.16	.00	-17,522.16	1268.1%*
28022500 530256 SAFETY EQUIPMEN	1,500	0	1,500	1,554.50	.00	-54.50	103.6%*
28022500 530500 FIRE FIGHTING S	0	0	0	.00	.00	.00	.0%
28022500 530500 29612 FIRE FIGHT	0	0	0	.00	.00	.00	.0%
28022500 540210 INSURANCE DEDUC	0	0	0	.00	.00	.00	.0%
28022500 540215 GEN. PUB. OFFIC	2,000	0	2,000	2,368.21	.00	-368.21	118.4%*
28022500 590100 CONTRIBUTIONS	0	0	0	.00	.00	.00	.0%
28022500 641100 VEHICLES	0	0	0	.00	.00	.00	.0%
28022500 642200 IT EQUIPMENT	0	0	0	.00	.00	.00	.0%
TOTAL FIRE - AMBULANCE SERVICE	738,101	0	738,101	643,103.63	.00	94,997.37	87.1%
28071100 AMBULANCE DEBT SERVICE-PRINCIP							
28071100 713912 AMBULANCE PRINC	0	0	0	94,694.83	.00	-94,694.83	100.0%*
TOTAL AMBULANCE DEBT SERVICE-PRINCIP	0	0	0	94,694.83	.00	-94,694.83	100.0%
28071120 AMBULANCE DEBT SERVICE-INTERES							
28071120 723912 AMBULANCE INTER	0	0	0	11,760.92	.00	-11,760.92	100.0%*

08/06/2020 13:14
suhrke

CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

FOR 2019 12

ACCOUNTS FOR: 280	AMBULANCE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL AMBULANCE DEBT SERVICE-INTERES	0	0	0	11,760.92	.00	-11,760.92	100.0%
<hr/>								
28081100	INTERFUND TO -GENERAL FUND							
<hr/>								
28081100	811101 INTERFUND TO GE	413,699	0	413,699	919,670.00	.00	-505,971.00	222.3%*
	TOTAL INTERFUND TO -GENERAL FUND	413,699	0	413,699	919,670.00	.00	-505,971.00	222.3%
<hr/>								
28081400	INTERFUND TO -CAPITAL PROJ							
<hr/>								
28081400	811400 INTERFUND TO CA	0	0	0	.00	.00	.00	.0%
	TOTAL INTERFUND TO -CAPITAL PROJ	0	0	0	.00	.00	.00	.0%
<hr/>								
28099990	FUND BALANCE APPLIED							
<hr/>								
28099990	949999 FUND EQUITY INC	0	0	0	.00	.00	.00	.0%
	TOTAL FUND BALANCE APPLIED	0	0	0	.00	.00	.00	.0%
	TOTAL AMBULANCE FUND	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	144.9%
	TOTAL EXPENSES	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	

08/06/2020 13:14
suhrke

CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

P 3
glytdbud

FOR 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	144.9%

** END OF REPORT - Generated by LAURIE SUHRKE **

II

R. O. No. 74 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Alderperson Jim Bohren regarding the Bonding/Insurance Requirements for Municipal Officials.

FSP

CITY CLERK



Bonding/Insurance Requirements for Municipal Officials

Claire Silverman, Legal Counsel, League of Wisconsin Municipalities

Wisconsin law requires that certain municipal officers be covered by either a bond or a dishonesty insurance or other appropriate insurance policy. The purpose of requiring such bonds or insurance policies is to protect the municipality and its taxpayers against any loss of public funds that might occur if a public officer engages in wrongdoing and fails to faithfully perform the duties of his or her office. Although incidents of embezzlement or misuse of public funds by public officials may be uncommon, such incidents do occur and can be devastating. A recent documentary titled "All the Queen's Horses," details how the City of Dixon, Illinois' appointed comptroller/treasurer embezzled \$53.7 million from the City over the course of 22 years. As public infrastructure deteriorated and the City repeatedly slashed its budget and incurred debt in its struggle to provide basic services, Rita Crundwell used the funds she stole from the City to build a championship horse breeding operation.

Questions concerning bonding/insurance requirements typically arise this time of year when new officials take office or are appointed following the spring elections. This month's Comment reviews the law in light of recent changes made by 2017 Wis. Act 51 which simplify the law by giving municipalities discretion to require

bonds or obtain a dishonesty insurance policy or other appropriate insurance policy to cover such officials.

Which Municipal Officials Must be Bonded?

Various municipal officials are required by statute to file official bonds as a qualification for office or be covered under a blanket bond or dishonesty insurance policy obtained by the municipality. In cities the treasurer,¹ comptroller,² chief of police,³ municipal judge,⁴ and such other officers as the statutes or council may direct⁵ are subject to such requirements.

Although the statutes do not expressly require a bond or coverage for city clerks, such a bond is implied by Wis Stat. § 62.09(11)(i), which provides that if a deputy clerk is appointed by the clerk, "[t]he clerk and the clerk's sureties shall be liable on the clerk's official bond for the acts of such deputy." This implication is further supported by § 19.01(4)(f) which provides that the oaths and bonds of city clerks shall be filed in the office of city treasurer. Whether mandatory or not, many cities direct the clerk to file an official bond and this appears to be the better procedure since clerks often handle municipal funds and property.

In villages an official bond or coverage is required by statute of the clerk,⁶

treasurer,⁷ marshal,⁸ constable⁹ and municipal judge.¹⁰ The acts of a deputy village treasurer are to be covered by an official bond as the village board shall direct.¹¹

The clerk or comptroller of municipalities that have adopted the alternative method of approving financial claims under § 66.0609 are required to be covered by a bond or insurance policy.¹² Also, utility commissions may provide that utility receipts be paid to a bonded cashier appointed by the commission who then must turn the receipts over to the municipal treasurer on a monthly basis.¹³

In general, the official acts of a deputy are covered by the principal's bond. Section 19.01(3) provides in part that the duties mentioned in the oath and bond of public officials must include "the faithful performance by all persons appointed or employed by the officer either in his or her principal or subsidiary office, of their respective duties and trusts therein." Thus, it would appear, for example, that the acts of an assistant clerk appointed by the clerk would be covered by the clerk's bond.

It is doubtful that this is true when the deputy clerk is appointed or employed not by the clerk but by the governing body. If the duties of a deputy or

1. Wis. Stat. § 62.09(4)(b).

2. *Id.*

3. *Id.*

4. Wis. Stat. § 755.03(1).

5. Wis. Stat. § 62.09(4)(b).

6. Wis. Stat. § 61.25(1).

7. Wis. Stat. § 61.26(1).

8. Wis. Stat. § 61.28.

9. Wis. Stat. § 61.29(1)(a).

10. Wis. Stat. § 755.03(1).

11. Wis. Stat. § 61.261.

12. Wis. Stat. § 66.0609(4).

13. Wis. Stat. § 66.0805(4).

employee appointed by the governing body indicate a need for a bond, the governing body may require that a bond be provided.

When additional duties are imposed upon a bonded official, such duties are covered by the official's bond.¹⁴ Under such a rule, a municipal clerk's bond would cover additional duties such as acting as comptroller or cashier for a municipal utility. However, if the imposition of new duties constitutes an attempt to create a new office for the official, the official's original bond does not cover the new office.¹⁵

Municipal governing bodies may by local ordinance require that other officials and employees file bonds. The governing

body may also at any time require new and additional bonds of any officer.¹⁶ The most economical policy is to require bonds from or insure those officials or employees who handle public money or valuable property which is easily converted into money.

Form of Bond

The form of an official bond required of any public official is set forth in § 19.01(2). Although only substantial compliance with the statutory form is required, every official bond must contain an agreement by the principal (municipal official) and the surety that the officer will faithfully discharge the duties of the office according to law, and will pay to the entitled parties such damages, not

exceeding a specific amount, as may be suffered by them in consequence of the officer's failure to discharge the duties of the office.¹⁷ Such duties include the performance to the best of the officer's ability of every official act required and the nonperformance of every act forbidden by law to be performed by the officer.¹⁸ The latter would include such acts as the disbursement of funds for unauthorized purposes and the improper conversion of municipal property.

According to the statutes, any bond given as an official bond by a public officer is deemed to contain all the conditions and provisions required by § 19.01(2), regardless of the bond's form or wording.¹⁹

14. *City of Rice Lake v. Jensen*, 216 Wis. 1, 255 N.W. 130 (1934).
 15. *City of Milwaukee v. U.S. Fidelity & Guaranty Co.*, 144 Wis. 603, 129 N.W. 786 (1911).
 16. Wis. Stat. §§ 61.22 and 62.09(4)(b).
 17. Wis. Stat. § 19.01(2).
 18. Wis. Stat. § 19.01(3).
 19. Wis. Stat. § 19.01(2m).



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ADV 0019-1218

When Must a Bond Be Filed?

Where public official bonds are required, the bond is usually a prerequisite to the assumption of office. Failure of a municipal official to execute a required bond within the time prescribed by law creates a vacancy in that office.²⁰ The official bonds of city officers must be approved by the mayor and, when so approved, must be filed within ten days after the officer has been notified of his or her election or appointment.²¹ In first class cities (Milwaukee), if an office or position involves fiduciary responsibility or the handling of money, the appointing officer may require the appointee to furnish a bond or other security to the officer and the city.²²

The official bonds of village officials must be approved by the village president.²³ The village clerk, treasurer, and constable are required to file an official bond at the same time they take their oath of office, which must be done within five days after receiving notice of election or appointment to office.²⁴

The only time limit for the filing of bonds by other municipal officials who are not required to take an official oath appears to be in § 19.01(5), which provides that every official required to file a bond shall do so before entering upon the duties of the office.

Local officials should bear in mind that a new bond is required for each term of office. Thus, incumbents who are reelected or reappointed must renew their bonds within the prescribed time periods. Also, bonds continue in force until the

officer's successor is duly qualified and installed.²⁵

Where are Bonds to be Filed?

Official bonds executed by city officers must be filed in the office of the city clerk. If the city clerk is required by the common council to file a bond, the clerk must file the bond in the office of city treasurer.²⁶ Similarly, official bonds executed by village officers must be filed in the office of the village clerk, except the village clerk is required to file in the office of village treasurer.²⁷ In first class cities, after the common council has approved the bonds, the clerk delivers the bonds to the city comptroller who has them recorded in the office of the register of deeds. The comptroller then files them in the clerk's office; a duplicate copy is filed in the comptroller's office.²⁸

The Blanket Bond

Municipalities may obtain blanket bonds which provide coverage against losses resulting from failure of officials or employees to perform faithfully or to account properly for all monies or property received by virtue of their office or employment.²⁹ All officers and subordinates who are not required by law to furnish individual bonds in order to qualify for office are eligible to be covered by a blanket bond.

Amount of Bond Coverage

The amount of an official bond, unless prescribed by statute, is determined by the city council or village board, and is subject to the approval of the mayor or village president.³⁰ In first class cities, the amount of a bond required

by an appointing officer is fixed by the appointing officer with the mayor's approval.³¹ In most cases the statutes are silent as to the amount of a bond. For municipalities that have adopted the alternative method of approving financial claims under § 66.0609, the amount of the bond of the clerk or comptroller is specified in sub. (4).³² Also, the amount of the treasurer's bond required by § 70.67(1) (discussed below) is specified in that statute.

Varying local conditions prevent the establishment of a fixed formula for determining the amount of the bond for various officials. However, certain influential factors may be pointed out. The amount of the bond should be commensurate with the financial responsibility of the position. This may best be determined by the local finance officer and/or municipal attorney. In determining the amount of coverage needed, the largest amount of money on hand at any one time is a more significant factor than the total amount handled by an official during the entire year. Also, the frequency and effectiveness of audits are important factors in determining the amount of a bond.

Municipalities may want to consult with responsible surety companies on the issue of minimum bond requirements.

MUNICIPAL TREASURER'S BOND

In addition to the official bond required of every city and village treasurer pursuant to §§ 61.26 and 62.09(4)(b), § 70.67(1) requires that municipal treasurers execute and deliver to the

20. Wis. Stat. § 17.03(7).

21. Wis. Stat. § 62.09(4)(b).

22. Wis. Stat. § 62.55.

23. Wis. Stat. § 61.22.

24. Wis. Stat. §§ 61.21 and 19.01(5).

25. Wis. Stat. § 19.01(6).

26. Wis. Stat. § 19.01(4)(f).

27. Wis. Stat. § 19.01(4)(g).

28. Wis. Stat. § 62.55.

29. Wis. Stat. §§ 19.07(1), 61.22 and 62.09(4)(b).

30. Wis. Stat. §§ 61.22 and 62.09(4)(b).

31. Wis. Stat. § 62.55.

32. The alternative system of approving financial claims that can be adopted by municipalities under § 66.0609 is only operative if the comptroller or clerk is covered by a fidelity bond of not less than \$5,000 in villages and 4th class cities, of not less than \$10,000 in 3rd class cities, and of not less than \$20,000 in 2nd class cities.

county treasurer a bond to be approved by the county treasurer, conditioned for the faithful performance of the duties of the office and, more specifically, that the treasurer will account for and pay over all taxes of any kind which are required to be paid to the county treasurer. The bond must be no less than the amount of state and county taxes apportioned to the village or city.

The duplicate treasurer's bond required by § 70.67(1) need not be given to the county if the municipal governing body adopts an ordinance obligating the municipality to pay, in case the treasurer fails to, all taxes required by law to be paid by the municipal treasurer to the county treasurer.³³ A certified copy of the ordinance must be filed with the county treasurer. Such an ordinance remains in effect until a certified copy of its repeal by the municipal governing body is filed with the county clerk and treasurer.

Any governing body that has adopted such an ordinance may demand from the treasurer, in addition to the official bond required of all municipal treasurers, a fidelity or surety bond in an amount and upon such terms as may be determined by the governing body. Such an additional bond must be delivered to the municipal clerk.³⁴

Payment of Bond Premiums

In first class cities, where bonds are required by appointing officers pursuant to § 62.55, the premium for the bond is paid out of the city treasury. For other cities and villages, the law authorizes but does not appear to require the municipality to pay the cost of the public official bond of any officer.³⁵ In cities,³⁶ unless forbidden by law or unless other means of payment are provided for, the premium for the bond shall be charged to the fund appropriated and set up in the budget for the department, board, commission or other body whose officer is required by law to file a bond.³⁷ The

surety company furnishing the bond must be licensed and the cost of the bond may not exceed the current premium per year on the amount of the bond or obligation executed by the surety.³⁸

Statute of Limitations

An action by any municipality to recover a sum of money by reason of the breach of an official bond given by a public officer or employee of the municipality must be commenced within three years after the municipality learns that a default has occurred in some of the conditions of the bond and that it was damaged because of the default. After that, the action is barred.³⁹

Fidelity Bonds 33 R-2

About the Author:

Claire Silverman is Legal Counsel for the League of Wisconsin Municipalities. Claire joined the League staff in 1992. Contact Claire at cms@lwm-info.org

33. Wis. Stat. § 70.67(2).

34. *Id.*

35. Wis. Stat. § 19.01(8).

36. The provision referenced in this statute used to be found in § 66.14 which applied to municipalities generally. When chapter 66 was reorganized and modernized in 1999, § 66.14 was renumbered as § 62.09(4)(b) which makes it applicable to cities.

37. Wis. Stat. § 62.09(4)(d).

38. *Id.*

39. Wis. Stat. § 893.90(1).




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III

Res. No. 89 - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2020 budget regarding the Optimist Park Playground.

RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Improvements Other Than Buildings (Account No. 10153000-631100) by \$25,000.00 as a result of the upgrade to the Optimist Park Playground.

BE IT FURTHER RESOLVED: The revenue to support this increased appropriation comes from greater than expected revenue in Parks Contributions (Account No. 10153000-467101).

FAP

Mylynn Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize a transfer of appropriations in the 2020 Budget.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: September 11, 2020

MEETING DATE: September 21, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In 2017 the Optimist Club of Sheboygan expressed interest in donating money to the improvement of the Optimist Park playground. They also wanted to make sure that the playground was fully accessible and new items would be all inclusive. This year the Club set aside \$25,000 for the purchase and install of new playground equipment. The Club and I talked with several vendors and gave them specific items that the Club was looking for. MN/WI Playground was picked as the vendor. The Public Works department will be preparing the area for the new install. Earlier this year sidewalk accessibility was installed to the playground along with a three foot walk way around the current section of the playground. Once the new playground is installed the playground will be have a three foot walkway around the entire playground. The Optimist Club of Sheboygan has been a great community partner though out this process. With the new splashpad installed in 2019 and updates to the current playground, Optimist Park is not only a great neighborhood park but it is also a destination park.

STAFF COMMENTS:

Account 10153000-631100 was used for the purchase order for the playground equipment and assisted install. These funds are dedicated to be used for the forestry management plan for 2020 and I am asking that account be reimbursed from the donation by the Optimist Club of Sheboygan.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. ???-20-21 authorizing the Finance Director to make the following transfer of appropriations in the 2020 Budget for purposes of establishing appropriation for the Optimist Park Playground upgrade.

ATTACHMENTS:

- I. Res. No. 89-20-21

III

Res. No. 90 - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2020 budget regarding tree stump grinding.

RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Improvements Other Than Buildings (Account No. 26553000-631100) by \$7,874.00 for stump grinding.

BE IT FURTHER RESOLVED: The revenue to support this increased appropriation comes from greater than expected revenue in Parks Contributions (Account No. 26553000-467101).

FAP

By Lynne Nowlan

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing a budget adjustment and appropriation in the 2020 budget regarding tree stump grinding.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: September 23, 2020

MEETING DATE: September 28, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The American Transmission Company (ATC) removed trees in the City of Sheboygan that were under their main power lines. Many of these trees were in parks and in City right-of-ways. ATC left the stumps on city property and paid the city \$7,874.00, using their standard rate of \$4.00 per diameter inch of each stump.

A high priority of the 2016 Forestry Management Plan is removals of Ash and hazardous trees. Removal of stumps is a lower priority until a manageable number of ash trees can be removed. In an effort to remove some stumps this summer, the city bid out 281 stumps. The low bid came in at \$44,215.00.

STAFF COMMENTS: Public Works staff is requesting that the \$7,874.00 received by ATC and entered into account 26553000-467101 is moved into account 26553000-631100 to offset the cost of the \$44,215.00 stump removal bid.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 90-20-21 authorizing a budget adjustment and appropriation in the 2020 budget regarding tree stump grinding.

ATTACHMENTS:

- I. Res. No. 90-20-21

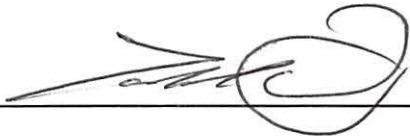
VI

6.23

R. C. No. 313 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 122-19-20 by City Clerk submitting a pending claim from Heuer Law Offices, S. C. on behalf of American Family Mutual Insurance Company for alleged damages to their client's (Mollie R. Leffin) insured vehicle caused by an automobile collision involving a City of Sheboygan vehicle; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21
FTP



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

4.7

R. O. No. 122 - 19 - 20. By CITY CLERK. December 16, 2019.

Submitting a pending claim from Heuer Law Offices, S.C. on behalf of American Family Mutual Insurance Company for alleged damages to their client's (Mollie R. Leffin) insured vehicle caused by an automobile collision involving a City of Sheboygan vehicle.

Finance
Personnel
2-10-20 hold

CITY CLERK

HEUER LAW OFFICES, S.C. DEC 12 19 03:19

ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JONATHAN FICKE
RYAN M. PETERSON
JONATHAN S. GOURLAY
DANIEL C. NEDSET

December 6, 2019

CITY OF SHEBOYGAN
ATTENTION: City Clerk – Meredith DeBruin
1315 NORTH 23RD STREET, SUITE 102
SHEBOYGAN, WI 53081

RE: NOTICE OF CLAIM
My Client: American Family Mutual Insurance Company
Damages: \$3845.69

Dear CITY OF SHEBOYGAN:

My office represents American Family Mutual Insurance Company in the above matter. We have been retained to sue the city of Sheboygan for damages you caused in an automobile collision on September 6, 2019, at 7:58 a.m. at eastbound STH 23, 48 feet west of 15th street, in the city of Sheboygan. Your employee, Matthew Braesch, was driving a 2017 Ford Explorer – owned by the city of Sheboygan – when he rear-ended my client’s insured (Mollie R. Leffin). As a result of your negligence, you caused \$3845.69 in property damages.

My client paid \$3595.69 in property damage losses, and my client’s insured incurred a \$250.00 deductible loss.

Please allow this letter to serve as formal notice of my client’s claim.

Thank you.

Very truly yours,

HEUER LAW OFFICES, S. C.



Jonathan D. McCollister
Attorney

Our file 174973

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. No. 313-19-20 (R.O. No. 122-19-20) are documents related to a claim from American Family Insurance on behalf of Mollie Leffin for alleged damages to her property.

REPORT PREPARED BY: Laurie Suhrke, Accountant II

REPORT DATE: September 22, 2020

MEETING DATE: September 28, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.C No. 313-19-20 (R.O. No 122-19-20) are documents related to a claim from American Family Insurance on behalf of Mollie Leffin for alleged damages to her vehicle when it was struck by a police squad.

STAFF COMMENTS:

City staff has reviewed the above claim and under the authorization by the Common Council, Res. No. 64-17-18, has determined it is in the best interest of the City of Sheboygan to pay the claim in the amount of \$3,845.69.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.C No. 313-19-20 (R.O. No. 122-19-20)

ATTACHMENTS:

- I. R.C. No. 313-19-20 (R.O. No. 122-19-20)

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 95 - 20 - 21. By Alderpersons Donohue and Bohren.
September 28, 2020.

A RESOLUTION authorizing entering into a Professional Services Agreement with MSA Professional Services, Inc. for a City of Sheboygan Comprehensive Affordable Housing Study.

RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Professional Services Agreement with MSA Professional Services, Inc.

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



Professional Services Agreement

This AGREEMENT (Agreement) is made today 09/01/2020 by and between CITY OF SHEBOYGAN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Sheboygan Comprehensive Affordable Housing Study

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: 09/01/2020
Approximate Completion Date: 03/31/2021

The lump sum fee for the work is: \$24,868

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF SHEBOYGAN


MSA PROFESSIONAL SERVICES, INC.

Michael J. Vandersteen
Mayor
Date: _____

Jason Valerius
Team Leader
Date: 09/01/2020

Attest: City Clerk

Meredith DeBruin
Date: _____



Rebecca Binz
Project Manager
Date: 09/01/2020

828 Center Ave.
Sheboygan, WI 53081
Phone: 920-459-3317

1702 Pankratz St.
Madison, WI 53704
Phone: 608-242-6601
Fax: bbinz@msa-ps.com

Signatures of city officials are authorized pursuant to Res. ____-20-21.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as provided in the Request for Proposals #1988 issued by the City of Sheboygan for an Affordable Housing Study, as set forth herein, or as expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER

terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters via mediation conducted by a qualified mediator agreed to by the parties. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no

event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sheboygan County.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT APPROACH

Our housing studies and strategies are composed of three core activities: data collection, stakeholder input, and production of a final report.

1. DATA COLLECTION AND ANALYSIS

Sources for this project include a wide range of housing-specific data from the U.S. Census and American Community Survey (ACS), U.S. Department of Housing and Urban Development, Sheboygan parcel and assessment records, building permits, current and future land use, zoning ordinances, and Multiple Listing Service real estate listings and sale records. As geography is a key consideration in the study, some data may be presented in map format to better convey recommendations and strategies.

2. STAKEHOLDER INPUT

Stakeholder input is one of the key pieces of input needed for a successful housing study of any kind. A desktop review of data is important, however input from housing experts and those living in the community helps verify whether the data is truly telling the complete story of the housing market or whether the data is leading to conclusions that might not be valid.

We will work with staff to verify local trends, identify key stakeholders, and review our draft findings and recommendations. We generally propose three working meetings with staff: a kick-off discussion, a review of stakeholder input and data findings, and review of the full draft report with recommendations. At the end of the project, we propose a presentation to Common Council to report on highlights from the study.

In addition to City staff, this study process requires input from those who know the local housing market best—both personally and professionally. We utilize interviews to understand the market from the perspective of people working, developing, and living in it to verify and enhance quantitative findings. We would like to schedule ten individual interviews representing:

- Major Employers
- Landlords
- Realtors
- Developers
- City Staff

An online survey of major employers would also be useful to validate future employment growth projections and any known housing needs, from employers' perspectives. We suggest a brief survey that asks for employment growth projections in 5 and 10 years, within several wage ranges. The survey could also ask their opinions about the current supply of house stock and any gaps affecting their ability to attract and retain staff. This effort

should be coordinated with the Sheboygan County Chamber of Commerce. *This item is listed as an add-on service.*

We propose one public meeting near the end of the process to share and seek feedback on our findings and suggested policies and programs.

As planners, public engagement is central to our work, and the need for effective engagement continues even with COVID-19 social distancing practices in effect. We have current planning projects where we have made adjustments to comply with COVID-19 directives; those projects have continued to move forward with focused online engagement to meet targeted goals and timelines. We recommend an online-only approach to staff meetings, interviews and the public meeting, using Zoom to enable effective, face-to-face interactions. Even without COVID, we suggest these meetings be done remotely as a cost savings to the City.

We also suggest the addition of a community survey to better understand the perspectives, preferences, and perceptions of area residents. The City's annual Community Survey repeatedly shows that access to affordable housing is a priority for residents. A survey as part of this affordable housing study can dig deeper into what types of housing people are looking for, location, price range and the condition of housing in the community that is currently considered affordable. We see this component as useful for adding a human element to demand analyses, determining obstacles and impediments toward community goals, and ultimately influencing strategic actions. We recommend an online-only survey, which we use frequently with success in similar projects. *This item is listed as an add-on service.*

3. REPORT PREPARATION

We will prepare the document in Adobe InDesign. All main findings will be presented in an executive summary that describes clear and concise gaps, opportunities, and strategies. The content of the affordable housing study is described in more detail on the next page.



Photo courtesy of: Zillow

COMPREHENSIVE AFFORDABLE HOUSING STUDY CONTENT

We understand the City intends to use CDBG funds for the Affordable Housing Market Analysis which requires the study to comply with HUD regulations. Based on our experience preparing planning documents for HUD, we are confident our approach complies with these regulations.

To fully understand the need for affordable renter- and owner-occupied housing (defined by HUD as housing that a household can obtain for 30% or less of its income) in Sheboygan, it will be necessary to model the region to understand what affordable housing already exists and any deficiencies in the housing stock. Therefore, the study will analyze the City primarily but look at comparative data from surrounding communities and Sheboygan County. The following components will be included in the Affordable Housing Study:

1. EXECUTIVE SUMMARY

We will summarize, in four pages or less, the essential findings, conclusions, and recommendations. The centerpiece of this summary will be a clear and concise presentation of market conditions and apparent gaps between supply and demand of affordable housing—including strategies to close those gaps.

2. REVIEW OF CITY PLANS, POLICIES AND PROGRAMS IMPACTING HOUSING

This section will evaluate all plans, policies, and programs within the subject area that influence housing market health, including:

- Sheboygan Comprehensive Plan
- Downtown and Other Small Area Plans
- Consolidated Plan
- Condominium Market Study
- Property Tax Rates
- Zoning Policy and Land Use Regulations
- Land and Infrastructure Availability

3. DEMOGRAPHIC TRENDS INFORMING HOUSING DEMAND

Featuring both current profile and projections over a 5-year period, this section will identify population and household trends. Data will be augmented by stakeholder feedback, especially to better understand local preference:

- General Population Characteristics
- Households by Income Level (30/50/80/100+ AMI)
- Household Cost burden
- Household Tenure
- Households by Age

- Households by Type (family, senior, unrelated, etc.)
- Housing Instability and Homelessness

Household types and characteristics will be displayed by tenure (renter vs. owner-occupied housing) and income as possible based on available data to determine level of access dependent on annual earnings. The ability to organize this data by income level aids in understanding what affordable housing demand is, and more specifically what types of units are needed and what price points are needed. Ultimately this allows targeting of outreach, programs, services, and potential for leaders to best assist those in need of housing that is affordable.

4. EMPLOYMENT TRENDS INFORMING HOUSING DEMAND

Employment and ability to generate income are key factors in housing market health, especially in analysis of gaps and demand. This section will feature a current profile of employment trends, including an analysis of:

- Commuting Patterns
- Employment Sectors
- Unemployment
- Impact of Wages/Cost of Living

We understand the City currently has around 3,000 job vacancies, and having desirable and appropriate housing will attract workers to both live and work in the community. We will use the interviews with major employers to get a clearer picture about the types of workers and general salaries of the positions available. This anecdotal data will indicate what potential residents are looking for in terms of unit type and price point.

We will watch for data reflecting economic changes from COVID-19 issues, though we will stay focused on long-term trends and needs. Data reflecting recent changes in employment attributable to COVID-19 impacts will be discounted unless interview feedback identifies credible long-term changes resulting from the pandemic.

5. HOUSING SUPPLY AND UTILIZATION

A current profile of the City's overall housing stock is central to this study for a demand baseline, and will be supplemented with development approvals and permitting. Location of various unit types and characteristics will be included in the analysis. As feasible, we will also consider historic data to further identify trends. Aspects of the housing stock to be evaluated include:

- Occupancy (tenure type – owner vs. renter)
- Unit Type (attached/detached, number of units in structure)
- Unit Size (bedroom size by tenure type, square footage of single family homes)

- Unit Age (date of construction)
- Value (home value, rental cost, assessment)
- Consumption of Units by Value and Household Income (renter and owner)
- Condition (code violations)
- Construction (permit trends)
- Vacancy and Turnover/Mobility (rental and owner)
- For-sale Inventory and Trends (quantity, price, months of inventory)
- Subsidized Housing Stock

When possible, all housing trends will be displayed in terms of affordability within the local market. This is possible for most but not all listed elements due to data limitations.

6. STAKEHOLDER PREFERENCES AND NEEDS

Public preference and perception is key to implementing change. We will summarize findings of the stakeholder interviews, and possibly surveys, connecting findings to prior plans and data analysis in this process.

We will highlight any stakeholder-identified needs that do not align with analyses and offer explanation for any apparent disconnect, as well as address any obstacles in public perception.

7. HOUSING STUDY GAPS

This section will synthesize findings of the preceding sections to identify and quantify current and projected market gaps, considering meeting the area's employment demands and projected population.

Examples of gaps identified to fill current or projected needs include:

- New Unit Demand by Affordability Levels (affordable, workforce, market rate).
 - » Although this study focuses on affordable housing, we look at deficiencies in market rate housing because we sometimes discover that there is sufficient housing considered to be affordable to many living in the community, however it is being consumed by households at higher income levels who could afford to pay more.
- New Unit Demand by Tenure (owner vs. renter).
- Opportunities for Missing Middle Development Types and Areas for Implementation.

This analysis will also determine where there is oversupply within the market, and consider strategies to nudge the market toward equilibrium.

8. STRATEGIES FOR IMPLEMENTATION

Addressing affordable housing supply gaps requires more than just numbers of units and general market areas for implementation. Achieving goals that support healthy neighborhoods (a mix of housing types at various price points) requires layered municipal involvement including targeted strategies that leverage all available resources.

For the gaps and other issues identified, we will suggest community-based strategies that can close those gaps and correct the issues. Example recommendations include:

- A map identifying affordable housing target growth areas.
- Housing mix by product type and price point, including target buyer/renter markets for each.
- Housing development formats, including number of units, unit mix, sizes, sale prices or monthly rents.
- Local program options to encourage construction of needed housing types and address affordability needs.
- Regulatory changes that could improve the condition, cost or supply of housing.
- Strategies and programs to improve the affordability of existing housing units.
- Partnerships with employers to incentivize employees to live in the City.
- Description of state and federal programs that can be leveraged to meet local affordable housing needs.

PROPOSED USE OF CITY STAFF

MSA asks the following of Sheboygan City staff during this process:

- Identify and recruit interview participants.
- Assist in data collection including MLS reports, county and municipal data, etc.
- Review of draft report and recommendations.

We value local perspective, knowledge, and leadership, and we see staff as critical stakeholders. Working knowledge of current conditions and other stakeholder needs is your daily work – and we see your input as vital to project success. As such, we are open to continual dialogue and project refinement in order to ensure the highest quality and most effective plan possible.

DELIVERABLES

MSA will deliver five bound, color copies of the Comprehensive Affordable Housing Study, three bound color copies of the stand-alone executive summary, and a digital copy of the full study and executive summary. A PowerPoint presentation summarizing the study will also be prepared for final presentations to staff, the public and Common Council.

Deliverable Timeline

The project will take six months to complete. Staff meeting and stakeholder sessions will be virtual, with dates finalized at the preference of the City. We suggest the following meetings and milestones:

SEPTEMBER | OCTOBER 2020



MILESTONES IN SEPTEMBER | OCTOBER

Kick-off with Staff (Mtg. #1)
 Community Survey Released*
 *Optional add-on task described on p. 14.

DECEMBER 2020



MILESTONES IN DECEMBER

Interviews (10)
 Employer Survey Released*
 *Optional add-on task described on p. 14.

JANUARY 2021



MILESTONES IN JANUARY

Stakeholder Input Review with Staff (Mtg. #2)

FEBRUARY 2021



MILESTONES IN FEBRUARY

Review Full Report with Staff (Mtg. #3)

MARCH 2021



MILESTONES IN MARCH

Public Meeting to Present Full Report
 Common Council Presentation
 Study Finalized and Accepted

Work Plan

TASK	2020												2021															
	Sept. 28	Oct. 5	Oct. 12	Oct. 19	Oct. 26	Nov. 2	Nov. 9	Nov. 16	Nov. 23	Nov. 30	Dec. 7	Dec. 14	Dec. 21	Dec. 28	Jan. 4	Jan. 11	Jan. 18	Jan. 25	Feb. 1	Feb. 8	Feb. 15	Feb. 22	Mar. 1	Mar. 8	Mar. 15	Mar. 22	Mar. 29	
Kick-off Meeting	█	█																										
Plan Review	█	█	█																									
Data Analysis & Forecasting			█	█	█	█	█	█	█																			
Interviews								█	█	█	█	█	█	█														
Report Drafting								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█						
Staff Review																						█	█					
Final Editing																							█	█				
Study Acceptance																									█	█	█	█

Budget

TASK	HOURS	BILL RATE	COST
Data Collection and Analysis	60	-	\$5,120
<i>Becky Binz</i>	40	\$88	\$3,520
<i>Matt Frater</i>	20	\$80	\$1,600
Mapping	40	-	\$2,980
<i>Sarah Morrison</i>	30	\$70	\$2,100
<i>Becky Binz</i>	10	\$88	\$880
Meetings and Public Involvement	36	-	\$3,136
<i>Becky Binz</i>	32	\$88	\$2,816
<i>Matt Frater</i>	4	\$80	\$320
Draft and Final Report	106	-	\$9,072
<i>Becky Binz</i>	74	\$88	\$6,512
<i>Matt Frater</i>	32	\$80	\$2,560
Project Management & Quality Assurance	30		\$3,980
<i>Becky Binz</i>	10	\$88	\$880
<i>Jason Valerius</i>	20	\$155	\$3,100
Expenses	-	-	\$580
<i>Mileage (Common Council Meeting)</i>	-	-	\$120
<i>Printing, Binding and Mailing Final Document (5) & Executive Summary (3)</i>	-	-	\$460
Total Cost	272		\$24,868

Additional Services

TASK	HOURS	COST
Community Housing Survey	25	\$2,200
Employer Housing Survey	20	\$1,760
Additional Cost Total	45	\$3,960

Availability

MSA will have the staff available to complete the work as detailed in scope of services following the described project timeline.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Direct Referral Res. No. 95-20-21 authorizing entering into a Professional Services Agreement with MSA Professional Services, Inc. for the City of Sheboygan Comprehensive Affordable Housing Study

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: September 24, 2020

MEETING DATE: September 28, 2020

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The City of Sheboygan released a request for proposals in July 2020. Three proposals were received, one from MSA and two from out of state contractors. After internal staff review, MSA was chosen given their work with City Development for the neighborhood revitalization strategy work. In 2015, the Sheboygan County Economic Development Corporation (SCEDC) completed a market rate housing study, in 2018, and the City and SCEDC partnered on a condominium market study. The City has never studied the affordable housing needs of the community and decided now was a good time to determine the demand for affordable housing. The results of the study will be used to promote affordable housing development within the community.

STAFF COMMENTS:

The study will be funded with Community Development Block Grant (CDBG) funds.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve Res. No. 95-20-21 authorizing entering into a Professional Services Agreement with MSA Professional Services, Inc. for a City of Sheboygan Comprehensive Affordable Housing Study.

ATTACHMENTS:

- I. Res. No. 95-20-21