

COMMON COUNCIL AGENDA
July 24, 2023
REEDSBURG CITY HALL COUNCIL CHAMBERS
6:00 PM

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA (ONE MOTION APPROVES ALL ITEMS):

1. Approve minutes for the meeting held on July 10, 2023

II. GENERAL BUSINESS:

1. Approve/Deny: Second Reading and Public Hearing on Ordinance 1961-23 Amending Chapter 382 - Minors as it relates to Juvenile Possession/Purchase/Sales of tobacco products.
2. Approve/Deny: Memorandum of Understanding with Third Act Development, LLC for a 116 unit senior to workforce housing residential development in the 1400 block of Eighth Street.
3. Approve/Deny: Memorandum of Understanding with JNB Reedsburg Family, LP for a 54 unit residential/commercial mixed-use development in the area of Bindl Drive and S. Albert Avenue.
4. Approve/Deny: Granting the City Administrator & City Engineer the authority to enter into a contract with Vierbicher for professional services related to the development of the Retzlaff Addition.
5. Approve/Deny: Granting the City Administrator & City Engineer the authority to enter into a contract with Vierbicher for professional services related to the development of the senior village development known as My Home Estates.
6. Approve/Deny: Granting the City Administrator the authority to enter into a contract with Vierbicher to conduct a Housing Market Study for the City of Reedsburg as an update to the Sauk County Housing Study completed in 2018.

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

1. Parks Committee: Approve/Deny: Renaming Granite Avenue Recreation Area to Mackey Park to memorialize the contributions made by the Mackey Family to the City of Reedsburg.



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

2. Plan Commission: Approve/Deny: Second Reading and Public Hearing for Ordinance 1958-23 - Rezoning Lot 1 of parcel 276-0314-20000 from Agricultural to B-2 Business, generally located at STH 33/Alexander Avenue.
3. Plan Commission: Approve/Deny: Second Reading and Public Hearing for Ordinance 1959-23 - Rezoning 2423 E. Main Street from B-2 Business to B-3 Business.

IV. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:

1. 2nd Meeting Committees: Parks & Recreation, REDC, Public Works, Utility Commission, Plan Commission, Library Board, Zoning Board, CDA (any other committees or commissions with reports).

V. OFFICE OF THE MAYOR:

VI. CLOSED SESSION:

1. Per section 19.85(1)(e) of the Wisconsin statutes, the Common Council will consider entering closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to the Reedsburg Area Ambulance Service.
2. The Common Council will enter into closed session, under section 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically, employee compensation.
3. Return to Open Session to vote on matters discussed in Closed Session, if appropriate.

VII. ADJOURN:



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City of Reedsburg Meeting of the Common Council
July 10, 2023

Present: Mayor Dave Estes, Alderpersons Sonny Hyde, Craig Braunschweig, Mike Gargano, Missy Frenz, Dave Knudsen, Tom Seamonson, and Adam Kaney.
Absent: Alderpersons Jason Schulte and Phil Peterson
Others Present: Finance Director/City Clerk-Treasurer Jacob Crosetto, Police Chief Pat Cummings, City Attorney Maximilian Buckner, Public Works Director Steve Zibell, Parks and Recreation Director Matt Scott, Building Inspector/Zoning Administrator Brian Duvalle, Citizens, Press.

Mayor Dave Estes called the regular session of the Common Council to order at 6:00 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting of the minutes from the Common Council meeting held on June 26, 2023; Approval of the Expenditure Report for June 2023; the Building Permit Report for June 2023; and approval of Application for Temporary Class B/Class B Retailer's License for Distinctly Downtown Reedsburg Wine Walk - multiple locations on August 11, 2023.

Motion: Gargano, Second: Seamonson to approve the consent agenda. Motion carried 7-0.

GENERAL BUSINESS:

- A. Approve/Deny: Second Reading and Public Hearing for Ordinance 1960-23 amending Chapter 615 - Vehicles and Traffic.
 - a. **Motion: Gargano, Second: Frenz to approve Ordinance 1960-23 as presented. Motion carried 7-0.**

Motion: Seamonson, Second: Frenz to adjourn.
Motion carried 7-0. Meeting adjourned at 6:09 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer/Finance Director

ORDINANCE NO. 1961-23
(Chapter 382 Minors -Amendment)

The City of Reedsburg, Sauk County, does hereby ordain as follows:

SECTION I: PURPOSE

The purpose of this ordinance is to amend Chapter 382 Minors, specifically 382-13 Purchase or possession of cigarettes or tobacco products by persons under 21 prohibited, 382-14 – Purchase or possession of tobacco products, and 382-15 Sale of tobacco products.

SECTION II: PROVISION AMENDED

City of Reedsburg Code Chapter 382 is amended by this ordinance.

SECTION III: PROVISION AS AMENDED

382-13 and 385-15 are a amended as stated below. 382-14 is removed from the City of Reedsburg Code Chapter 382.

§ 382-13. Purchase or possession of cigarettes or tobacco products by persons under 18 prohibited.

[Amended 5-14-2018 by Ord. No. 1868-18; 2-10-2020 by Ord. No. 1903-20; _____ by Ord. No. _____]

- A. Definitions. In this section, the definitions in § 254.911, Wis. Stats., are adopted and fully incorporated herein.
- B. No person under 18 years of age may falsely represent his or her age for purpose of receiving any cigarette, nicotine product, or tobacco product.
- C. No person under 18 years of age may purchase, attempt to purchase, or possess any cigarette, nicotine product, or tobacco product except as follows:
 - (1) A person under 18 years of age may purchase or possess cigarettes, nicotine products, or tobacco products for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer.
 - (2) A person under 18 years of age, but not under 15 years of age, may purchase, attempt to purchase or possess cigarettes, nicotine products, or tobacco products in the course of his or her participation in an investigation under § 254.916, Wis. Stats., that is conducted in accordance with § 254.916(3), Wis. Stats.
- D. No person may purchase cigarettes, tobacco products, or nicotine products on behalf of, or to provide to, any person who is under 18 years of age.
- E. A law enforcement officer shall seize any cigarette, nicotine product, or tobacco product that has been sold to and is in the possession of a person under 18 years of age.

F. This ordinance shall strictly comply with and shall automatically amend to comply with §§ 254.911, 254.916, and 254.92, Wis. Stats., if the statute is amended.

§ 382-15. Sale of tobacco products. [Amended 3-25-2013; 2-10-2020 by Ord. No. 1903-20; _____ by Ord. No. _____]

As provided in § 134.66(2)(am), Wis. Stats., no retailer, direct marketer, manufacturer, distributor, jobber, subjobber, no agent, employee or independent contractor of a retailer, direct marketer, manufacturer, distributor, jobber or subjobber and no agent or employee of any independent contractor may provide, for nominal or no consideration, cigarettes, tobacco products or nicotine products to any person except in a place where no person younger than 18 years of age is present or permitted to enter unless the person who is younger than 18 years of age is accompanied by his or parent or guardian or by his or her spouse who has attained the age of 18 years. This ordinance shall strictly comply with and shall automatically amend to comply with §134.66(2)(am).

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 382.
Dated this 24th day of July 2023.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:
Public Hearing Noticed:
2nd Reading at Council/Public Hearing:
Published, Enactment Date:

June 26, 2023
July 6 & 13, 2023
July 24, 2023
August 3, 2023

MEMORANDUM OF UNDERSTANDING

**Between
Third Act Development, LLC
And The
City Of Reedsburg, Wisconsin**

Third Act Development, LLC, a Wisconsin limited liability company, (Developer) is proposing to construct a residential development in the City of Reedsburg resulting in the creation of high quality affordable housing units for the persons 55 years old and older. This Memorandum of Understanding is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City.

WITNESSETH:

Whereas, the City is implementing a "Senior to Workforce Housing Program" to encourage senior citizens to move out of their current single family homes and make their housing units available to young families with children; and,

Whereas, the goal of the program is to create affordable housing for the workforce, plus increase the population of school aged children in the City; and

Whereas, the City recognizes the need for a high quality senior housing development with amenities to encourage senior citizens to move out of their homes; and

Whereas, the City has purchased a 20 acre parcel on Eighth Street adjacent to Nishan Park as the location of the senior housing development; and

Whereas, the Developer is proposing to purchase the parcel from the City and develop a high quality senior housing development which is designed and managed to encourage senior citizens to sell their homes; and,

Whereas, the ability to develop the senior housing project in Reedsburg will be based on the financial feasibility of the project; and

Whereas, the City is proposing to create Tax Increment District No. 11 (TID No. 11) to promote Mixed-Use development; and

Whereas, the City recognizes having an adequate supply of high quality affordable housing units is necessary to support continued growth of the City; and

Whereas, the City has concluded that it is in the best interest of the community to invest TID No. 11 funds to create help fund the Senior to Workforce Housing Program in the City.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer agreement

- A. The Developer shall purchase the 20 acre parcel on Eighth Street from the City as shown on Exhibit A for Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- B. The Developer proposes to construct the following facilities on the 20 acre parcel:

1. An approximate 48 unit apartment building on the development site, generally as shown on Exhibit A. The proposed building will include a mix of one bedroom and two bedroom apartments. Parking for the apartments will include a combination of surface parking and parking garages. The buildings architectural style will be as illustrated on Exhibit B. The buildings will include an aesthetically appealing roof and brick accents on the exterior walls.
2. Approximately sixty eight (68) residential owner occupied units consisting of a blend of "zero-lot-line" duplex, 4-plex and row house buildings. The actual blend of residential buildings will depend upon market demand. The attached Concept Development Plan illustrates an example of the proposed unit mix.
3. "Community Center" to serve the senior housing development, generally as shown on Exhibit A. The facility may include the following amenities and services to enhance the quality of life for residents. The building floor plan and architectural style will be as illustrated on Exhibit B.
 - a. The building may include the following:
 - Assembly room for social activities, family events, etc.
 - Kitchenette for food prep and serving
 - Physical fitness facilities (state-of-the-art fitness equipment & exercise space)
 - Arts & crafts area
 - Billiards & ping-pong area
 - Outdoor patio
 - On-site office
 - b. Outdoor Active Recreation Facilities
 - Pickleball courts
 - Corn hole courts
 - Assortment of lawn games
 - c. Outdoor Amenities
 - Large "park like" outdoor space featuring a gazebo, seating areas, landscaping, frog pond, etc.
 - Walking paths connecting the Activity Center to Nishan Park and Gavin Woods.
 - Pocket Parks overlooking Nishan Park to watch ballgames.

C. The Incremental Value (increase in the property tax assessment of real estate) on the parcel is estimated to be by Twenty Two Million Eight Hundred Sixty Thousand and 00/100 Dollars (\$22,860,000.00). The Developer's Guaranteed Incremental Value is Twenty One Million Five Hundred Thousand and 00/100 Dollars (\$21,500,000). The Guaranteed Incremental Value will be created over a five year period starting in 2024 and ending in 2028 as summarized in Article I, Section D.

D. The Developer's timetable to complete the construction of the buildings and creation of the corresponding Incremental Value is as follows:

Description	Assessed Value	Completion Date
1. Apartment building	\$ 4,200,000	December 31, 2024
2. Community Center and outdoor amenities	\$ 600,000	December 31, 2024
3. 14 Owner Occupied Units	\$ 3,650,000	December 31, 2024
4. 14 Owner Occupied Units	\$ 3,650,000	December 31, 2025
5. 14 Owner Occupied Units	\$ 3,650,000	December 31, 2026
6. 14 Owner Occupied Units	\$ 3,650,000	December 31, 2027
7. 12 Owner Occupied Units	<u>\$ 3,100,000</u>	December 31, 2028
8. Total Assessed Value	\$21,500,000	

- E. The Developer shall generate an annual Guaranteed Tax Increment Revenue as summarized below. The annual tax increment revenue payments shall be based upon the timetable and Incremental Value as shown in Article I, Sections C and D. In the event the actual annual Guaranteed Tax Increment Revenue is less than shown below, the Developer shall pay to the City annually a sum equal to the difference between the Guaranteed Tax Increment Revenue and the actual tax increment revenue payments. Also see Article III, Section C.

<u>Year</u>	<u>Annual Guaranteed Tax Increment Revenue</u>
2026	\$ 180,000
2027	\$ 255,000
2028	\$ 330,000
2029	\$ 405,000
2030 thru 2044	\$ 470,000

- F. In the event the buildings are not constructed within one year after the above schedule, the City shall have the right to purchase the vacant lots and sell them to other developers. The City shall pay the Developer One and 00/100 dollars (\$1.00) per lot. In the event the Developer is actively marketing the sale of the lots, the City will extend the repurchase schedule.
- G. The Developer acknowledges the City's desire to make One Hundred Percent (100%) of the rental housing units available to senior citizens, defined as persons who are age 55 and older. Developer may rent apartments to individuals who do not qualify as senior citizens if they are unable to fill the units with senior citizens. However, no more than Twenty Five Percent (25%) of the rental units shall be occupied by non-senior citizens, unless the Developer can demonstrate they have made a good faith effort to rent the units to eligible persons. Note, the goals for senior housing are based on the City's understanding and communication relating to backlog and desirability for that type of housing. Should those factors be misjudged or change in the future, the City will be flexible with leasing rental units to non-senior citizens.
- H. The Developer acknowledges the City's desire to make One Hundred Percent (100%) of the owner occupied housing units available to senior citizens, defined as persons who are 55 and older. The Developer understands the intent is to have the 4-plex, duplex and single family residential buildings be owner occupied housing units using zero lot line zoning form of ownership. Developer, or subsequent home owner, may sell the 4-plex, duplex and single family owner occupied housing units to non-senior citizens if they are unable to sell the units to senior citizens. However, no more than Twenty Five Percent (25%) of the owner occupied units in the entire development shall be occupied by non-senior citizens, unless the Developer can demonstrate they have made a good faith effort to sell the units to eligible persons. Note, the goals for senior housing are based on the City's understanding and communication relating to backlog and desirability for that type of housing. Should those factors be misjudged or change in the future, the City will be flexible with selling owner occupied units to non-senior citizens.
- I. The Developer shall record deed restrictions with the Sauk County Register of Deeds for all parcels within the development to ensure the development is constructed, managed and sustained as a 55 and older independent living residential community. The deed restrictions shall be reviewed and approved by the City's Common Council. The deed restrictions shall not be modified without the approval of the City's Common Council.
- J. The Developer shall be responsible for the ongoing management of the development to ensure compliance with the Development Agreement and the recorded deed restrictions.
- K. The Developer shall submit a site plan, landscaping plan and building plans to the City for review and approval for the apartment building, community center and residential buildings.

- E. The total General Obligation Loan for the costs included in Article II, Sections B, C and D is estimated to be Four Million Four Hundred Sixty Five Thousand and 00/100 Dollars (\$4,465,000.00). In addition to the loan, the City will incur annual TIF administration costs estimated to be Eighty Thousand and 00/100 Dollars (\$80,000.00) during the life of TID No. 11. The City intends to use the TID No. 11 Developer Guaranteed Tax Increment Revenue as stipulated in Article I, Section E to pay the debt service cost for the City's General Obligation Loan and the TID administrative costs:
- F. The Developer shall not be allowed to sell the apartment building to another developer before the Guaranteed Incremental Value of Twenty One Million Five Hundred Thousand and 00/100 Dollars (\$21,500,000.00) has been created without approval of the City's Common Council, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- G. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

- A. Insurance. The Developer and its assignee shall maintain insurance on the apartment building and community center, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Facility. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward either (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding unpaid principal balance of the City's loan taken out to fund the City's Development Costs. The parties agree that solely for purposes of this MOU, the amount of the City's Development Cost is Four Million Four Hundred Sixty Five Thousand and 00/100 Dollars (\$4,465,000.00).
- B. Unconditional Guaranty. The parties acknowledge and agree that the Tax Increment received by the City from TID No. 11 is intended to be sufficient to pay the City those sums which the City will incur in Development Costs, plus interest incurred during the term of the Development Agreement. The City's Development Costs include the cost for the infrastructure, Direct Business Assistance, plus soft costs including engineering, surveying, and administrative, legal and financing costs. The parties agree that solely for purposes of this MOU, the amount of the City's Upfront Development Cost is Four Million Four Hundred Sixty Five Thousand and 00/100 Dollars (\$4,465,000.00).

In consideration of the foregoing recitals, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce City to enter into the Development Agreement, Carl Dvorak (GUARANTOR) unconditionally and irrevocably guarantees to City, and the successors and assigns of City, the full, non-taxable and complete Property Assessment Guarantee by Developer or Developer's successors and assigns as set forth herein. For the purposes of this MOU and the Development Agreement, Property Assessment Guarantee is the City's Development Costs plus the Guaranteed Tax Increment Revenue.

Notwithstanding any other provisions herein, if Developer is not in substantial compliance with the conditions set forth in Article I, then the City, at its sole option, may immediately pursue and collect on the Unconditional Guaranty in a sum not exceeding the City's Development Costs, plus interest

incurred during the term of the Unconditional Guaranty. GUARANTOR, at the time of Closing shall provide the City an Unconditional Guaranty using the form attached as Exhibit F. In the event of breach of the Development Agreement by DEVELOPER, the City may immediately pursue and collect the entire Property Assessment Guarantee from DEVELOPER or GUARANTOR, or both. The termination date of the Unconditional Guaranty is when the City's Assessor certifies the increase in assessed valuation on the development site is equal to Twenty One Million Five Hundred Thousand and 00/100 Dollars (\$21,500,000.00).

- C. **Guaranteed Tax Increment Revenue.** During the term of the Development Agreement, the Developer, or their assignee shall generate at least annual amount of tax increment revenue as stipulated in Article I, Section E. In the event the actual tax increment revenue payment is less than annual amount of tax increment revenue as stipulated in Article I, Section E, the Developer shall make a supplemental payment to the City equal to the difference between the amount shown in Article I, Section E and the actual tax revenue payment. If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the apartment building and community center parcel. In no event shall this paragraph be interpreted to allow the Developer to pay less than the legally established annual property tax levied against the property which may be in excess of the guaranteed minimum amount established above; nor shall the Developer be relieved of its responsibility to pay such taxes levied after termination of the Development Agreement.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingencies:

- A. Developer receives final financing approval.
- B. Creation of TID No. 11 by the City.
- C. The City and Developer approves and executes the Development Agreement.

With the approval of this MOU, the City of Reedsburg Common Council is granting authority to the Mayor, City Administrator, City Clerk and City Attorney to prepare and execute a Development Agreement and other documents necessary for the implementation of the project, provided they are consistent with the terms of the MOU.

The term of the Development Agreement is until TID No. 11 is terminated, which is estimated to be in 2042.

Both parties mutually understand the City and Developer will execute a Development Agreement. This MOU will expire once both parties sign a Development Agreement, or on August 31, 2023, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:
July 24, 2023.

For the City of Reedsburg

David G. Estes, Mayor
July 24, 2023

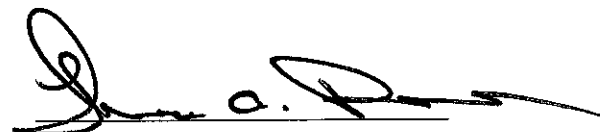
Jacob Crosetto, City Clerk
July 24, 2023

Third Act Development, LLC


Carl Dvorak, Managing Member

7-12-2023
Date


Max Dvorak, Managing Member


Theresa Dvorak, Managing Member

7/12/23
Date

7-11-23
Date



4. NO WAIVER BY CITY. No delay on the part of City in exercising any right hereunder or under the Agreement shall operate as a waiver of such right or of any other right of City under the Agreement or hereunder, nor shall any delay, omission, or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

5. APPLICABLE LAW; JURISDICTION. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin. City and Guarantor hereby submit to local jurisdiction in the County of Sauk, State of Wisconsin, and each agrees that any action by City against Guarantor shall be instituted in the County of Sauk, State of Wisconsin, and that City shall have personal jurisdiction over Guarantor for any action brought by City against Guarantor, or arising in connection with this Guaranty, in the County of Sauk, State of Wisconsin.

6. GUARANTOR'S SUCCESSORS. Guarantor's obligations under this Guaranty shall be binding on all successors and assigns of Guarantor, by operation of law or otherwise (including any receiver or bankruptcy trustee), and Guarantor shall not be released by any assignment or delegation by Guarantor of its obligations hereunder.

7. ATTORNEYS' FEES. If either party seeks to institute legal proceedings relative to this Guaranty, the nonprevailing party in such proceedings shall pay all of the prevailing party's costs and expenses incurred in such proceedings, including without limitation court costs and reasonable attorneys' fees.

8. BANKRUPTCY PREFERENCES. If City is required to turn over any amounts received under the Agreement or this Guaranty to any bankruptcy court or state insolvency proceeding, as a "preference" or otherwise, Guarantor shall promptly pay City such amount as a reinstated obligation hereunder.

9. CAPTIONS; INTERPRETATION; SEVERABILITY. Section headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable to any extent, such determination shall not affect any other provision of this Guaranty or the application of such provision to the fullest extent permitted or to any other person or circumstance, all of which other provisions shall remain in full force and effect to the fullest extent permitted. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two interpretations, one of which would render the provision valid and the other of which would render the provision invalid, the provision shall have the meaning which renders it valid.

10. ACKNOWLEDGMENT; ENFORCEABILITY. Guarantor represents and warrants to City that Guarantor has read the Agreement and this Guaranty and understands the content hereof, and that this Guaranty is enforceable against Guarantor in accordance with its terms.

11. DEVELOPER'S FINANCIAL CONDITION. Guarantor acknowledges that Guarantor is aware of the present financial condition of Developer. Guarantor assumes the responsibility to remain informed of the risk of Developer's default, and agrees City shall have no duty to advise Guarantor of such condition.

12. AUTHORITY. The individual signing below on behalf of Guarantor hereby represents and warrants that he is fully authorized to do so, and have obtained all necessary approvals and authorizations therefor, with knowledge that City is relying thereupon.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR

Carl Dvorak

STATE OF WISCONSIN)
)
SAUK COUNTY)

Personally came before me this _____ day of _____ 2023, the above-named person to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission (is)(expires):_____

MEMORANDUM OF UNDERSTANDING

Between

JNB Reedsburg Family, LP

And The

City Of Reedsburg, Wisconsin

JNB Reedsburg Family, LP, a Wisconsin limited partnership, (Developer) is proposing to construct a mixed-use residential and commercial development on South Albert Avenue in the City of Reedsburg. This Memorandum of Understanding is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City.

WITNESSETH:

Whereas, the City created Tax Increment District (TID) No. 8 as a Mixed-Use TID in 2008 to promote commercial development, redevelopment and new housing opportunities on the City's Westside; and,

Whereas, the City recognizes the need to encourage new residential and commercial development on the Westside to provide affordable housing and offer essential goods and services to the residents in the area; and

Whereas, the Developer is proposing to purchase numerous vacant in-fill parcels and develop a new mixed-use residential and commercial development to create affordable housing and commercial lease space; and,

Whereas, the ability to develop the mixed-use residential and commercial development in Reedsburg will be based on the financial feasibility of the project; and

Whereas, the City recognizes having additional residential and commercial development on the Westside is desirable to support continued growth of the City; and

Whereas, the City has concluded that it is in the best interest of the community to invest TID No. 8 funds to create help fund the new mixed-use residential and commercial building.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer agreement

- A. Developer shall purchase tax parcels 276-2537-00000, 276-2563-00000, 276-2563-10000, 276-2563-20000, and 276-2563-30000 (collectively, the "Parcel") from the current owner.
- B. Developer shall construct a new mixed-use development as shown on Exhibit A. The development shall create Fifty Four (54) residential rental units, a clubhouse and a commercial building. The project activities include site grading, access drives, parking and landscaping.
- C. The residential development shall include construction of a 54-unit affordable family housing development consisting of eleven duplexes (with attached garages) and four 8-plex buildings. The project is 100% affordable housing with income limits of 30% to 60% of Area Median Income (AMI). The rents shall comply with the requirements of the WHEDA Low Income Housing Tax Credit Program. The unit mix in the proposed development includes:
 1. Two 1-bedroom/1-bathroom units,

2. Twelve 2-bedroom/2-bathroom units,
3. Twenty 3-bedroom/2-bathroom units, and
4. Twenty 4-bedroom/2-bathroom units.

The development also includes an on-site clubhouse, which consists of a community room, kitchen, exercise room, computer area, restrooms, storage room, mechanical room and an office for the on-site manager.

This development is unique in that it offers large units (20 3-bedroom units and 20 4-bedroom units). Sixteen of the 4-bedroom units will be in two-story duplexes with attached garages making it feel like home for the families that will reside there. Six units will be set aside as veteran units and the development will work with the Sauk County Veterans Service Office to fill the units with qualified veterans.

See Exhibit B for preliminary plans.

- D. The commercial building shall consist of a 2,035 square foot building including an open commercial space, restrooms and mechanical room. The building shall be available for lease to a permitted use in the City's Zoning Code. See Exhibit B for preliminary plans.
- E. Developer agrees to enhance the appearance of the development site and building to create an attractive development at the south gateway into the City. Building enhancements include architecture materials and features on the street facades' of the building facing the public streets as generally depicted on Exhibit B. Landscaping shall include green space, trees and shrubs around the perimeter of the buildings.
- F. The Developer's timetable to complete the construction of the building is as follows:
 1. Start construction by June 1, 2024
 2. Complete construction by December 31, 2025
- G. The total construction costs are estimated to be \$11,750,000 and the total development cost is estimated to be \$15,812,700.
- H. The Developer shall generate an annual Guaranteed Tax Increment Revenue of Fifty Two Thousand and 00/100 Dollars (\$52,000.00) (the "Guaranteed Tax Increment Revenue"). The first full Guaranteed Tax Increment Revenue payment shall be made to the City in 2027 and subsequent payments shall be made each year until September 22, 2031 (the "Termination Date"). In the event the actual tax increment revenue is less than Fifty Two Thousand and 00/100 Dollars (\$52,000.00), the Developer shall pay to the City annually a sum equal to the difference between the Guaranteed Tax Increment Revenue and the actual tax increment revenue payments. Also see Article III, Section C.
- I. Prior to issuance of a building permit, the Developer shall submit a site plan, landscaping plan and building plan to the City for review and approval.
- J. The Developer shall obtain all necessary permits; comply with all local, state, and federal requirements. Developer shall be responsible to pay all permit fees and City connection fees.
- K. The Developer and the City shall execute a Development Agreement between the City and Developer as stipulated in Article IV.
- L. Developer shall not seek a reduction of property tax assessment during the term of the Development Agreement such that the tax increment revenue from the Developer's project is less than the Guaranteed Tax Revenue.

- M. The Developer will not be allowed to sell the development to another developer during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- N. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

II. City of Reedsburg agreement

- A. Using TID No. 8 funds, the City shall provide a Direct Business Assistance grant in the amount of Seven Hundred Ten Thousand and 00/100 Dollars (\$710,000.00) (the "Grant Funds") in conjunction with the project. The Grant Funds shall be used for eligible activities including soft costs, site development and building construction. The Seven Hundred Ten Thousand and 00/100 Dollars (\$710,000.00) shall be paid by the City to the Developer within thirty (30) days after completion of the project and the certificate of occupancy has been issued for all of the buildings by the City.
- B. The Developer will not be allowed to sell the building during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.
- C. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

- A. Insurance. The Developer shall maintain insurance on the Parcel, in an amount not less than the replacement value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Parcel or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Parcel. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its Net City Upfront Development Cost (as such term is hereafter defined), the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward either (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then unrecovered repayment of the City's Net City Upfront Development Cost. The parties agree that solely for purposes of this MOU, the amount of the City's Development Cost is Seven Hundred Fifteen Thousand and 00/100 Dollars (\$715,000.00) in conjunction with in project. ("Net City Upfront Development Cost"). The Net City Upfront Development Costs for purposes of the Section includes the \$710,000 TID No. 8 Direct Business Assistance Grant and \$5,000 for soft costs.
- B. Guaranteed Tax Increment Revenue. During the term of the Development Agreement, the Developer shall generate an annual Guaranteed Tax Increment Revenue of Fifty Two Thousand and 00/100 Dollars (\$52,000.00). The first full Guaranteed Tax Increment Revenue payment shall be made to the City in 2027 and subsequent payments shall be made each year until the Termination Date.

If the actual annual payments to the City are less than Fifty Two Thousand and 00/100 Dollars (\$52,000.00), Developer shall pay to City annually a sum equal to the difference between the actual payments and Fifty Two Thousand and 00/100 Dollars (\$52,000.00). If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the Parcel. In no event shall this paragraph be interpreted to allow the

Developer to pay less than the legally established annual property tax levied against the Parcel which may be in excess of the g Guaranteed Tax Increment Revenue; nor shall the Developer be relieved of its responsibility to pay such taxes levied after termination of the Development Agreement.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingencies:

- A. Developer receives final financing approval.
- B. The City completes a Three Year Tech College extension for TID No. 8
- C. The City and Developer approves and executes the Development Agreement.

With the approval of this MOU, the City of Reedsburg Common Council is granting authority to the Mayor, City Administrator, City Clerk and City Attorney to prepare and execute a Development Agreement and other documents necessary for the implementation of the project, provided they are consistent with the terms of the MOU.

The term of the Development Agreement is until TID No. 8 is terminated, which is estimated to be in September 22, 2031.

Both parties mutually understand the obligations of the parties under this MOU are contingent upon the City and Developer executing a Development Agreement. This MOU will expire once both parties sign a Development Agreement, or on December 31, 2023, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

(the signature of the parties appears on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:
_____, 2023.

For the City of Reedsburg

David G. Estes, Mayor

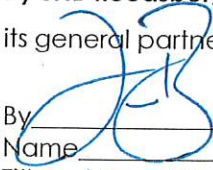
Jacob Crosetto, City Clerk

Date

Date

JNB Reedsburg Family, LP

By JNB Reedsburg Family GP, LLC,
its general partner

By 
Name Jim Bebban
Title MANAGING MEMBER

7/18/2023
Date



June 29, 2023

Steve Zibell, City Engineer/Public Works Director
City of Reedsburg
134 S. Locust St, PO Box 490
Reedsburg, WI 53959

Re: Agreement for Engineering Consulting Services
Retzlaff Addition
Reedsburg, WI

Dear Steve:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to City of Reedsburg (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Third Act Development, LLC (Developer) is proposing to construct a residential development in the City of Reedsburg resulting in the creation of high-quality affordable housing units. The proposed "Retzlaff Addition" includes 8 duplex buildings (16 total units) with "zero-lot-line" as shown on Exhibit A.

As part of the development agreement with the Developer, the City shall design and construct the public infrastructure improvements to serve the development. The infrastructure improvements include: sanitary sewer, water main, storm sewer, storm water management facilities, street, concrete curb & gutter, and sidewalk.

It is assumed the infrastructure improvements to serve the development shall be completed in one phase.

II. SCOPE OF SERVICES

A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, final plat, applying for regulatory agency approval, bidding and contract award, and Contract Administration.

B. Specific Services Provided by Consultant

Task 1 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.

2. Complete a topographic site map that depicts existing features and conditions. The limits of the topographic site map shall extend 10' feet beyond each right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design. The Topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not constitute a property or right-of-way survey.

The topographic site map shall depict the following items:

- a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
- b) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
- c) Street trees and trees larger than 12" diameter at breast height (dbh).
- d) Utilities shall be shown based on maps provided to the Consultant by the City of Reedsburg (Municipality), and as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
- e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

3. Prepare a base map of the existing conditions for use in the design of the improvements.
4. Complete a preliminary design of the desired street and utility improvements. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client

Staff to review prior to preparing the final design. Preliminary design shall be shared with Client Staff on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Client Staff as necessary.

5. Prepare a preliminary Opinion of Probable Cost based on the preliminary design for Client Staff to evaluate budget considerations.
6. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.).
7. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.
8. Prepare final plans of the proposed improvements. Final plans shall include:
 - Title Sheet,
 - Typical Sections and General Notes,
 - Existing conditions,
 - Legend and Contact Information,
 - Plan and Profile Sheets,
 - Utility Plan and Profile Sheets,
 - Erosion Control Plan,
 - Construction details per City and/or regulatory standards.
9. Prepare project bidding documents.
10. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
11. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - WDNR Sanitary Sewer Extension,
 - WDNR Water Main Extension,
 - WDNR Notice of Intent (Per NR 151.24(3)).

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 2 - Residential Subdivision Platting

1. Final Plat
 - a) Based on the approved Preliminary Plat, prepare the Final Plat in accordance with State regulations.
 - b) Stake and monument lot corners in accordance with regulations. Provide a metal fence post at each lot corner.
 - c) Easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible.
 - d) Submit the Final Plat to the Client for review and approval.
 - e) Submit the Final Plat to WDOA.
 - f) Submit the Final Plat to Sauk County Register of Deeds.

This proposal assumes that the entire subdivision will be platted at one time, not in phases. The proposal does not include any fees for recording or other fees required by approving or objecting agencies for final plat review. Those fees shall be the responsibility of the Client.

Task 3 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.
2. Conduct a pre-bid meeting with Client Staff and interested contractors.
3. Attend the bid opening and prepare a tabulation of the bids received.
4. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
5. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 4 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.
2. Construction Staking
 - a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
 - (1) Sanitary Sewer: Sanitary sewer shall be staked including offsets at structures and along the alignment. Offsets along the alignment shall be staked at 25', 50', and 100' intervals out of manholes. After the first 100', only 100' intervals shall be staked.
 - (2) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
 - (3) Storm Sewer: Storm sewer shall be staked including offsets at structures and at intervals of approximately 100' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes 4 trips to stake the storm sewer.
 - (4) Laterals: Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.
 - (5) Subgrade Staking: The subgrade elevation (for streets) shall be staked at 50' intervals along the alignment of the roadway. The offsets shall include a distance to the centerline and a cut/fill to

the subgrade elevation. ALTERNATE: The subgrade elevation (parking lots and driveways) shall be staked in a grid pattern over the parking areas at intervals not to exceed 100' (could be 50'). A cut/fill shall be provided to the subgrade elevation.

- (6) Curb & Gutter: Curb & Gutter staking shall consist of offsets along the curb alignment. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.
 - (7) Sidewalk Staking: Sidewalk staked shall consist of offset stakes along the alignment of the sidewalk. Offsets shall be at 50' intervals located 2'-3' behind the sidewalk. Cut/fill elevations shall be provided to the finished elevation of the sidewalk.
 - (8) Detention Basin Staking: Stakes shall be provided for rough grading and final grading to be completed in two trips.
 - (9) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.
 - (10) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
 - (11) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.
 - (12) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Review contractor submitted pay applications and recommend action to the Client.
 4. Review and make recommendations on contractor-requested change orders.
 5. Provide general project management and coordination throughout construction.
 6. Upon completion of the work, Consultant shall compile for, and deliver to, the City a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 5 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a full-time basis during underground utility (sanitary sewer, water main, and storm sewer) construction. The PR shall be available on

approximately a ½-time basis throughout the remainder of construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.

- 2. Prepare and provide Client Staff with daily observation reports including descriptions and photos of work activities.
- 3. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.
- 4. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Traffic counts or analysis to determine geometric design, negotiations for property rights acquisitions or special assessments.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Record drawings within the project limits to the extent they exist.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract	July 2023
B. Field Data Collection	July/August 2023
C. Preliminary Design	August/September 2023
D. Present Plans at Public Meetings.....	August/September 2023
E. Final Plans, Bidding Documents & Regulatory Submittals	July/August 2023
F. Bid Process	July/August 2023
G. Contract Award	August 2023
H. Construction Start.....	September 2023
I. Construction Complete.....	December 2023

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
- B. NOI submittal (Per NR 151).
- C. Engineer's Opinion of Probable Cost prior to bidding.
- D. Bid tabulation.
- E. Copies of plans and specifications for bidding.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Neil J. Pfaff, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Neil J. Pfaff.

The Client designates Steve Zibell as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The fees to provide the scope of services described herein is summarized as follows:

1.	Design Phase (Fixed Fee)	\$ 14,000
2.	Final Plat (Fixed Fee)	\$ 7,500
3.	Bidding Phase (Fixed Fee)	\$ 4,500
4.	Contract Administration & Staking (Fixed Fee)	\$ 7,500
5.	Construction Observation (Fixed Fee)	\$ 5,000

TOTAL\$38,500

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

C. Reimbursable expenses are included in the above stated fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Neil J. Pfaff, PE, PH, CST
Project Leader

Enclosure: General Terms and Conditions
Exhibit A

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

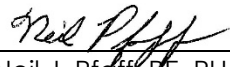
Client

Steve Zibell, City Engineer/Public Works Director
City of Reedsburg
134 S. Locust St, PO Box 490
Reedsburg, WI 53959

Date

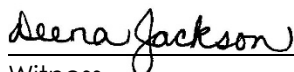
Witness

Consultant



Neil J. Pfaff, PE, PH, CST
Vierbicher Associates, Inc.
201 E. Main St, Suite 100
Madison, Wisconsin 53717

June 29, 2023
Date



Witness

© 2023 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

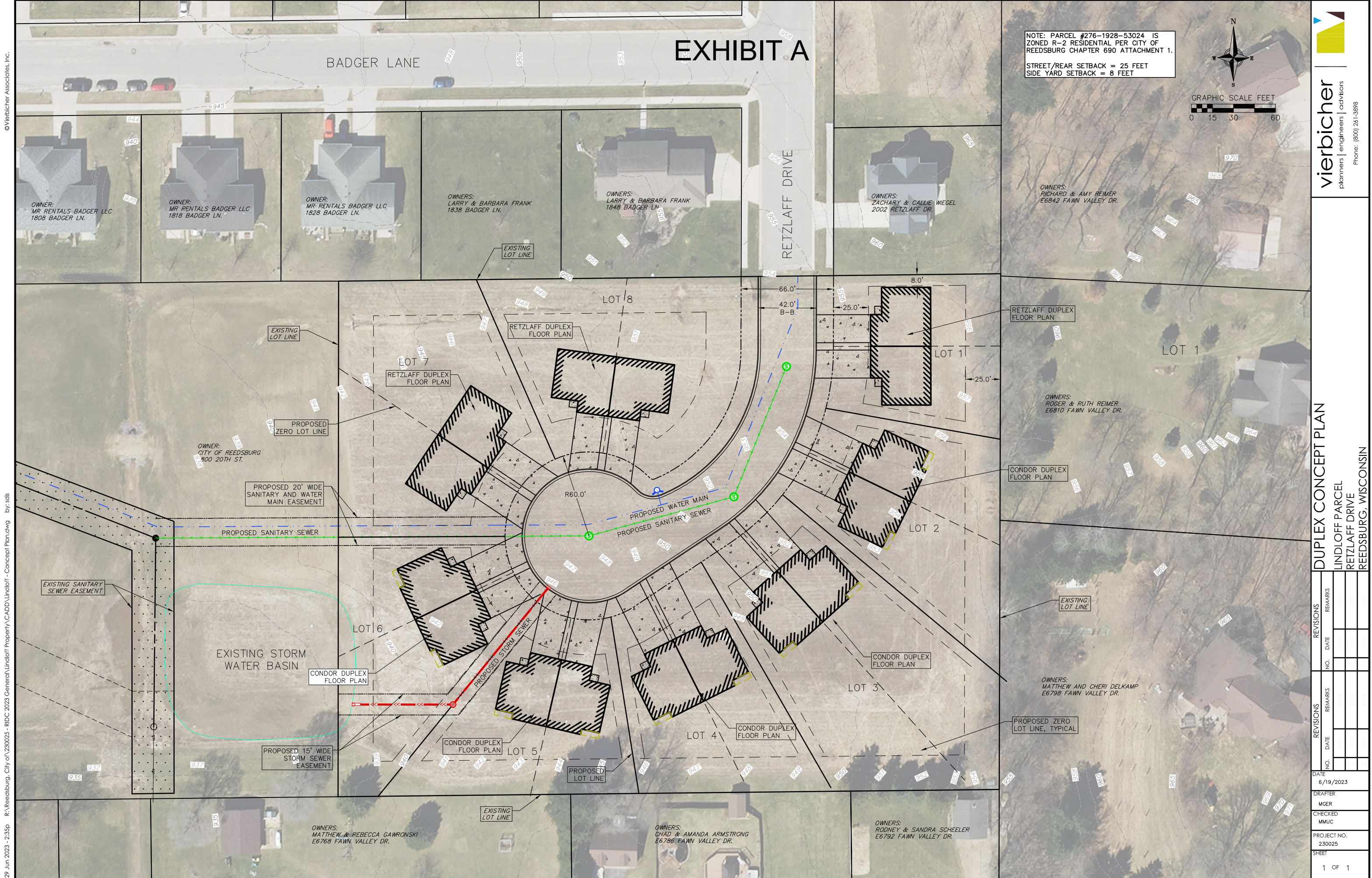
This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



29 Jun 2023 - 2:35p R:\Reedsburg, City of\230025 - RDC 2023 General\Lindloff Property\CADD\Lindloff - Concept Plan.dwg By: scs



vierbicher
planners | engineers | advisors
Phone: (800) 241-3998

EXHIBIT A

NOTE: PARCEL #276-1928-53024 IS ZONED R-2 RESIDENTIAL PER CITY OF REEDSBURG CHAPTER 690 ATTACHMENT 1.
STREET/REAR SETBACK = 25 FEET
SIDE YARD SETBACK = 8 FEET

GRAPHIC SCALE FEET
0 15 30 60

DUPLEX CONCEPT PLAN
LINDLOFF PARCEL
RETZLAFF DRIVE
REEDSBURG, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE
6/19/2023

DRAFTER
MGER

CHECKED
MMUC

PROJECT NO.
230025

SHEET
1 OF 1



Opinion of Probable Cost March 22, 2023 Lindloff Property - Retzlaff Drive Extension Proposaed Retzlaff Drive (37' B-B) and Cul de Sac					
Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
Street & Site work					
1	Mobilization	LS	1	\$ 14,000.00	\$ 14,000.00
2	Temporary Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
3	Excavation Below Subgrade (EBS) (Excavation Only)	CY	50	\$ 15.00	\$ 750.00
3	Common Excavation (1,200 CY+/-)	LS	1	\$ 16,000.00	\$ 16,000.00
4	Base Aggregate Dense - 1 1/4" - 6" Thick	TON	500	\$ 16.50	\$ 8,250.00
5	Base Aggregate Dense - 3" - 10" Thick	TON	930	\$ 16.50	\$ 15,345.00
6	Remove Existing Asphalt	SY	22	\$ 5.00	\$ 110.00
7	Sawcut Existing Asphalt	LF	38	\$ 4.00	\$ 152.00
8	Remove Existing Curb and Gutter	LF	4	\$ 30.00	\$ 120.00
9	Finish Grading In Prep of Paving	LF	315	\$ 7.00	\$ 2,205.00
10	HMA Pavement - Upper Layer (1.75"), 4 LT 58-28S	TON	170	\$ 85.00	\$ 14,450.00
11	HMA Pavement - Lower Layer (1.75"), 3 LT 58-28S	TON	170	\$ 85.00	\$ 14,450.00
12	Asphaltic Tack Coat	SY	1694	\$ 0.50	\$ 847.00
13	Restoration W/ Topsoil, Seed, Mulch, & Fertilizer	SY	554	\$ 4.00	\$ 2,216.00
14	Erosion Mat W/ Topsoil, Seed, Mulch, & Fertilizer	SY	554	\$ 7.00	\$ 3,878.00
15	Concrete Curb & Gutter - 24"	LF	707	\$ 20.00	\$ 14,140.00
16	Rip Rap	TON	15	\$ 60.00	\$ 900.00
17	Clear Stone Tracking Pad	TON	25	\$ 20.00	\$ 500.00
18	Concrete Sidewalk - 5" Thick	SF	3693	\$ 6.00	\$ 22,158.00
Sanitary Sewer					
19	Sanitary Sewer - 8" PVC	LF	510	\$ 55.00	\$ 28,050.00
20	Sanitary Sewer - Connect to Existing	EA	1	\$ 1,500.00	\$ 1,500.00
21	Sanitary Sewer Televising	LF	510	\$ 2.50	\$ 1,275.00
22	Sanitary Sewer - 48" Dia. Manhole	EA	3	\$ 5,100.00	\$ 15,300.00
23	Sanitary Sewer Service Lateral - 4" PVC	LF	370	\$ 43.00	\$ 15,910.00
Water Distribution					
24	Water Main - 8" D.I.	LF	318	\$ 80.00	\$ 25,440.00
25	Water Main - 6" D.I.	LF	6	\$ 125.00	\$ 750.00
26	Water Main - Connect to Existing	EA	1	\$ 3,000.00	\$ 3,000.00
27	Gate Valves - 6"	EA	1	\$ 2,500.00	\$ 2,500.00
28	Gate Valves - 8"	EA	1	\$ 3,300.00	\$ 3,300.00
29	Water Service Lateral - Corporation & Curb Stop - 1" Copper	LF	370	\$ 50.00	\$ 18,500.00
30	Hydrant - New w/ Marker Flag	EA	1	\$ 6,500.00	\$ 6,500.00
Storm Sewer					
31	Storm Sewer - 15" RCP	LF	175	\$ 67.00	\$ 11,725.00
32	Storm Sewer - 15" RCP EW with Grate	EA	1	\$ 1,300.00	\$ 1,300.00
33	Stormwater Management Pond	LS	1	\$ 15,000.00	\$ 15,000.00
34	Storm Sewer Field Inlet - 24" DIA. W/ In-Bell Grate	EA	1	\$ 2,500.00	\$ 2,500.00
35	Storm Sewer Curb Inlet - 2' x 3' Precast Box W/ Frame & Grate	EA	2	\$ 2,600.00	\$ 5,200.00
				Subtotal	\$ 290,221.00
				Contingency (10%)	\$ 29,022.10
				Professional Services (12%)	\$ 38,309.17
				Total	\$ 357,552.27



June 29, 2023

Tim Becker, City Administrator
City of Reedsburg
134 S. Locust St, PO Box 490
Reedsburg, WI 53959

Re: Agreement for Engineering Consulting Services
Parkside Village
Reedsburg, WI

Dear Tim:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to City of Reedsburg (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

Third Act Development, LLC (Developer) is proposing to construct a residential development in the City of Reedsburg resulting in the creation of high-quality affordable housing units for persons 55 years old and older. The proposed "Senior Village" includes an approximate 48 unit apartment building and approximately 68 residential owner occupied units consisting of a blend of "zero-lot-line" duplex, 4-plex, and row house buildings as shown on Exhibit A.

As part of the development agreement with the Developer, the City shall design and construct the public infrastructure improvements to serve the development. The infrastructure improvements include: sanitary sewer, water main, storm sewer, storm water management facilities, mass lot grading, street, concrete curb & gutter, sidewalk, and a hiking trail. It is anticipated the site will have two stormwater management ponds to serve the development.

It is assumed the infrastructure improvements to serve the development shall be completed in one phase. The infrastructure improvements, platting and engineering are estimated to cost \$2,986,190.00.

II. SCOPE OF SERVICES

A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, preliminary and final plat, applying for regulatory agency approval, bidding and contract award, and Contract Administration.

B. Specific Services Provided by Consultant

Task 1 – Design Phase

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.
2. Complete a topographic site map that depicts existing features and conditions. The limits of the topographic site map shall include the entire lot area shown in Exhibit A. The survey will include existing surface features, utilities, roadway sections, and other elements that may affect the design. The Topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not constitute a property or right-of-way survey.

The topographic site map shall depict the following items:

- a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
- b) Substantial, visible, above-ground structures and improvements, including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.
- c) Street trees and trees larger than 12" diameter at breast height (dbh).
- d) Utilities shall be shown based on maps provided to the Consultant by the City of Reedsburg (Municipality), and as located in the field by Digger's Hotline. The size and invert elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.
- e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.
- f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.
- g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

3. Coordinate geotechnical soil investigations including soil borings and test pits required to design the proposed stormwater facilities. Soil borings and test pits will be conducted by a geotechnical firm contracted directly with the Client.
4. Prepare a base map of the existing conditions for use in the design of the improvements.
5. Complete a preliminary design of the desired improvements including the street, utilities, stormwater management facilities, and overall lot grading. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client Staff to review prior to preparing the final design. Preliminary design shall be shared with Client Staff on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Client Staff as necessary.
6. Prepare a preliminary Opinion of Probable Cost based on the preliminary design for Client Staff to evaluate budget considerations.
7. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.).
8. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering. Coordinate the installation of new facilities to serve the development, including easement locations to be identified on the Final Plat.
9. Prepare final plans of the proposed improvements. Final plans shall include:
 - Title Sheet,
 - Typical Sections and General Notes,
 - Existing conditions,
 - Legend and Contact Information,
 - Plan and Profile Sheets,
 - Utility Plan and Profile Sheets,
 - Stormwater Management Plan Sheets,
 - Erosion Control Plan,
 - Construction details per City and/or regulatory standards.
10. Prepare project bidding documents.
11. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
12. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:
 - WDNR Sanitary Sewer Extension,
 - WDNR Water Main Extension,
 - WDNR Notice of Intent (Per NR 151.24(3)).

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 2 - Residential Subdivision Platting

1. Preliminary Plat
 - a) Based on the Developer and Client's approval of the conceptual layout, prepare the Preliminary Plat in accordance with State regulations and ordinances.
 - b) Submit the Preliminary Plat to the Client for review and approval. Meet with the Client to review the Preliminary Plat.
 - c) Finalize the Preliminary Plat as approved by Client and submit it to the State of Wisconsin, Department of Administration (WDOA).
 - d) Submit the Preliminary Plat to utility companies (gas, electric, cable, telephone, etc.) to incorporate utility easements where necessary.
 - e) Revise the Preliminary Plat, subject to Client's approval, as required by regulatory agencies.
2. Final Plat
 - a) Based on the approved Preliminary Plat, prepare the Final Plat in accordance with State regulations.
 - b) Stake and monument lot corners in accordance with regulations. Provide a metal fence post at each lot corner.
 - c) Easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible.
 - d) Submit the Final Plat to the Client for review and approval.
 - e) Submit the Final Plat to WDOA and WDOT.
 - f) Submit the Final Plat to Sauk County Register of Deeds.

This proposal assumes that the entire subdivision will be platted at one time, not in phases. The proposal does not include any fees for recording or other fees required by approving or objecting agencies for final plat review. Those fees shall be the responsibility of the Client. For the purposes of this agreement, zero lot line lots will be created separately via a Certified Survey Map process over applicable lots.

Task 2 – Bidding Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.
2. Conduct a pre-bid meeting with Client Staff and interested contractors.
3. Attend the bid opening and prepare a tabulation of the bids received.
4. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.
5. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 3 – Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.

2. Construction Staking

- a) Staking: Consultant shall provide one-time horizontal and vertical staking consisting of the following:
- (1) Sanitary Sewer: Sanitary sewer shall be staked including offsets at structures and along the alignment. Offsets along the alignment shall be staked at 25', 50', and 100' intervals out of manholes. After the first 100', only 100' intervals shall be staked.
 - (2) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
 - (3) Storm Sewer: Storm sewer shall be staked including offsets at structures and at intervals of approximately 100' along pipe runs. Stakes shall indicate an offset distance to the pipe and include a cut/fill to the pipe flow line. This work assumes 4 trips to stake the storm sewer.
 - (4) Laterals: Sewer and water laterals shall be staked including offsets to the lateral ends with offset distances to lateral ends and curb stops.
 - (5) Subgrade Staking: The subgrade elevation (for streets) shall be staked at 50' intervals along the alignment of the roadway. The offsets shall include a distance to the centerline and a cut/fill to the subgrade elevation. ALTERNATE: The subgrade elevation (parking lots and driveways) shall be staked in a grid pattern over the parking areas at intervals not to exceed 100' (could be 50'). A cut/fill shall be provided to the subgrade elevation.
 - (6) Curb & Gutter: Curb & Gutter staking shall consist of offsets along the curb alignment. Offsets shall be at 25' intervals located 2'-3' behind the back of curb. Cut/fill elevations shall be provided to the finished elevation of the top of curb.
 - (7) Sidewalk Staking: Sidewalk staked shall consist of offsets stakes along the alignment of the sidewalk. Offsets shall be at 50' intervals located 2'-3' behind the sidewalk. Cut/fill elevations shall be provided to the finished elevation of the sidewalk.
 - (8) Detention Basin Staking: Stakes shall be provided for rough grading and final grading to be completed in two trips.
 - (9) Staking provided shall be for the sole use by the Client for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.
 - (10) Staking shall be completed at the request of Client provided a minimum of 48 hours notice is given.
 - (11) Staking assumes that the ground elevation shall be within 1-foot of the finished sub-grade elevation for each item to be staked and

the site shall be free and clear of any obstructions that would prevent the stakes from being placed in the required locations.

- (12) This contract assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.
3. Review contractor submitted pay applications and recommend action to the Client.
4. Review and make recommendations on contractor-requested change orders.
5. Provide general project management and coordination throughout construction.
6. Upon completion of the work, Consultant shall compile for, and deliver to, the City a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 4 – Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a full-time basis during underground utility (sanitary sewer, water main, and storm sewer) construction. The PR shall be available on approximately a ½-time basis throughout the remainder of construction. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.
2. Prepare and provide Client Staff with daily observation reports including descriptions and photos of work activities.
3. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.
4. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Traffic counts or analysis to determine geometric design, negotiations for property rights acquisitions or special assessments, geotechnical investigations, design of "pocket Parks" and other outdoor amenities, private site design, retaining wall design, and staking for buildings.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Record drawings within the project limits to the extent they exist.
- B. Building plans and site design shall be provided by developer.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

Activity	Date
A. Award of Civil Design Contract	July 2023
B. Field Data Collection	July/August 2023
C. Preliminary Design	August/September 2023
D. Present Plans at Public Meetings	September/October 2023
E. Final Plans, Bidding Documents & Regulatory Submittals	December 2023
F. Bid Process	January 2024
G. Contract Award	February 2024
H. Construction Start	April 2024
I. Construction Complete	July 2024

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Appropriate submittals to WDNR and the Client for water system and sanitary sewer system improvements.
- B. NOI submittal (Per NR 151).
- C. Engineer's Opinion of Probable Cost prior to bidding.
- D. Bid tabulation.
- E. Copies of plans and specifications for bidding.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Matt Muchow, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Matt Muchow.

The Client designates Steve Zibell as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

- A. The fees to provide the scope of services described herein is summarized as follows:

1.	Design Phase (Fixed Fee)	\$160,000
2.	Preliminary Plat (Fixed Fee)	\$ 7,000
3.	Final Plat (Fixed Fee)	\$ 9,500
4.	Bidding Phase (Fixed Fee)	\$ 5,000
5.	Contract Administration & Staking (Fixed Fee)	\$ 62,000
6.	Construction Observation (Estimate)*	\$ 57,500

TOTAL \$298,500

* This amount is based on 440 hours. If the project does not require 440 hours of effort, the amount will reflect actual hours at the rate of \$125 per hour. Observation will be charged for on-site time only. No travel time will be charged for the project.

- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Matt Muchow, PE
Project Leader

Enclosure: General Terms and Conditions
Exhibit A

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Tim Becker, City Administrator
City of Reedsburg
134 S. Locust St, PO Box 490
Reedsburg, WI 53959

Date

Witness

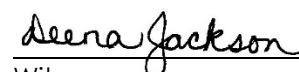
Consultant



Rodney J. Zubella, PE, President/CEO
Vierbicher Associates, Inc.
201 E. Main St, Suite 100
Madison, Wisconsin 53717

June 29, 2023

Date



Deena Jackson

Witness

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**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
 - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. Controlling Laws

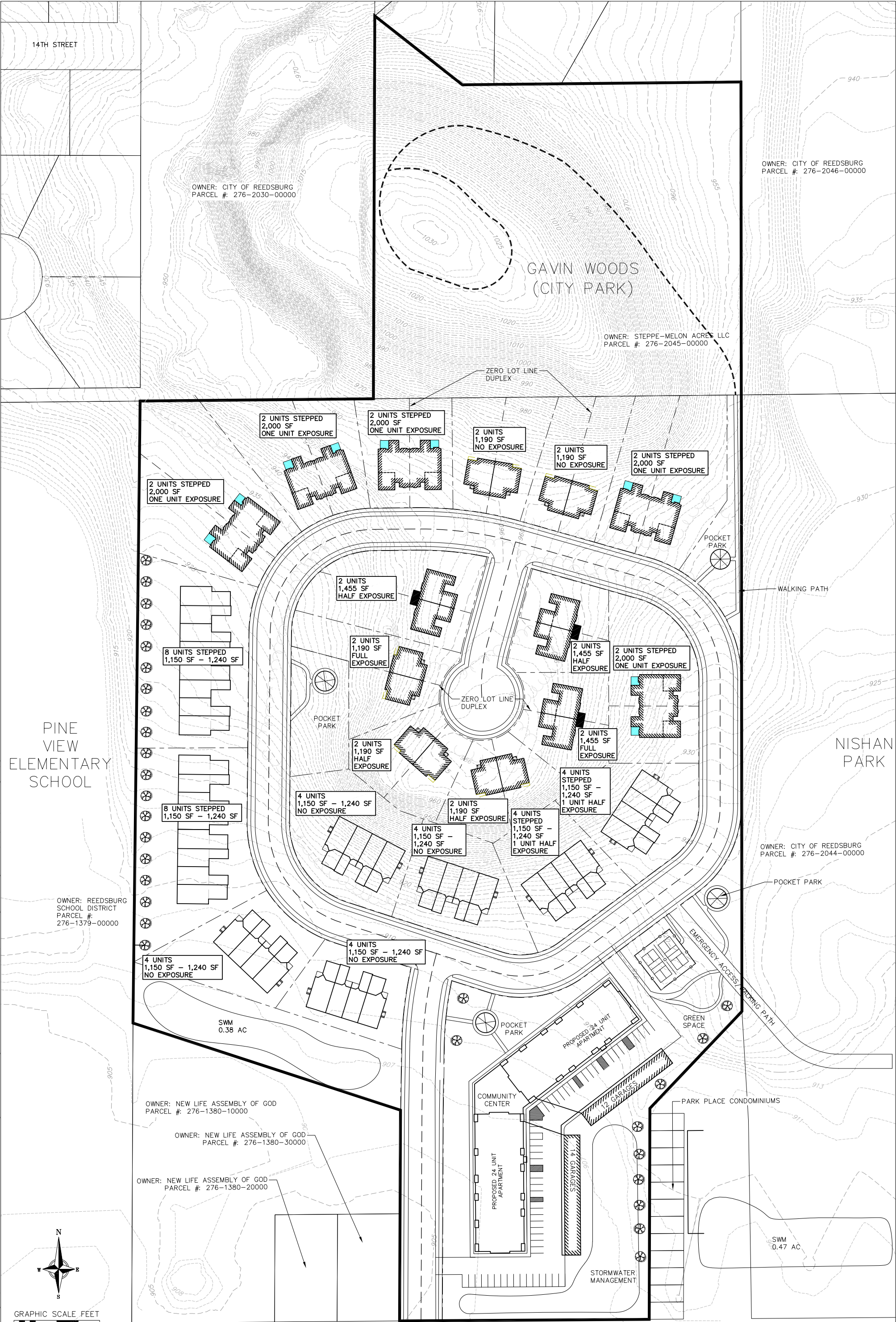
This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.



R:\Reedsburg, City of\210040 - RIDC 2021 General\Senior to Workforce Housing Initiative\Senior Village\CADD\2023-05-30 Gavin Property - Reedsburg Senior Village Concept Layout Option 4.dwg by: jee 26 Jun 2023 - 4:15p



Opinion of Probable Cost
1/17/2023
Reedsburg Senior Village - Phase 1
City of Reedsburg

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
Street & Site work					
1	Mobilization, Performance & Payment Bonds	LS	1	\$ 40,000.00	\$ 40,000.00
2	Temporary Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
3	Site Clearing & Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
4	Common Excavation (+/- 6,000 CY)	LS	1	\$ 40,000.00	\$ 40,000.00
5	Strip & Stockpile Topsoil (Estimated +/- 6,500 CY)	LS	1	\$ 39,000.00	\$ 39,000.00
6	Excavation Below Subgrade (EBS) (Excavation Only)	CY	280	\$ 12.00	\$ 3,360.00
7	Base Aggregate Dense - 1 1/4" (6" Thick)	TON	2950	\$ 14.00	\$ 41,300.00
8	Base Aggregate Dense - 3" (6" Thick) (Includes Base for EBS)	TON	3370	\$ 14.00	\$ 47,180.00
9	Finish Grading In Prep. Of Stone Base	LF	1765	\$ 6.00	\$ 10,590.00
10	Sawcut Asphalt	LF	110	\$ 3.00	\$ 330.00
11	HMA Pavement - Upper Layer (1.75"), 4 MT 58-28S	TON	715	\$ 93.00	\$ 66,495.00
12	HMA Pavement - Lower Layer (2"), 3 MT 58-28S	TON	815	\$ 93.00	\$ 75,795.00
13	HMA Pavement - Trail (2.5") 4 LT 58-28S	TON	185	\$ 110.00	\$ 20,350.00
14	Base Aggregate Dense Trail - 1 1/4" (12" Thick)	TON	940	\$ 18.00	\$ 16,920.00
15	Asphalt Cleaning & Sweeping	SY	6980	\$ 0.20	\$ 1,396.00
16	Asphaltic Tack Coat	SY	6980	\$ 0.20	\$ 1,396.00
17	Pavement Markings - 6" White Epoxy Crosswalk	LF	108	\$ 12.00	\$ 1,296.00
18	Pavement Markings - 18" White Epoxy Stop Bar	LF	72	\$ 25.00	\$ 1,800.00
19	Street Sign - Stop Sign (R1-1) and Street Name Assembly	EA	3	\$ 400.00	\$ 1,200.00
20	Restoration W/ Seed, Mulch, & Fertilizer	SY	12000	\$ 3.00	\$ 36,000.00
21	Inlet Protection - Type D	EA	16	\$ 200.00	\$ 3,200.00
22	Silt Fence	LF	600	\$ 3.50	\$ 2,100.00
23	Clear Stone Tracking Pad	TON	80	\$ 20.00	\$ 1,600.00
24	Concrete Curb & Gutter - 24"	LF	3530	\$ 16.00	\$ 56,480.00
25	Concrete Sidewalk (4")	SF	11500	\$ 5.50	\$ 63,250.00
26	Truncated Dome Detectable Warning Field	EA	5	\$ 375.00	\$ 1,875.00
Sanitary Sewer					
27	Sanitary Sewer - 8" PVC SDR 35	LF	1765	\$ 55.00	\$ 97,075.00
28	Sanitary Sewer - Connect to Existing	EA	1	\$ 1,000.00	\$ 1,000.00
29	Rock Excavation - Utility Trenches	LF	350	\$ 35.00	\$ 12,250.00
30	Sanitary Sewer Televising	LF	1765	\$ 1.00	\$ 1,765.00
31	Sanitary Sewer - 48" Dia. Manhole	EA	9	\$ 4,600.00	\$ 41,400.00
32	Sanitary Sewer Service Lateral - 4" PVC	LF	700	\$ 55.00	\$ 38,500.00
Water Distribution					
33	Water Main - 6" D.I.	LF	130	\$ 80.00	\$ 10,400.00
34	Water Main - 8" D.I.	LF	1765	\$ 80.00	\$ 141,200.00
35	Water Main - Connect to Existing	EA	1	\$ 2,500.00	\$ 2,500.00
36	Gate Valves - 6"	EA	7	\$ 2,400.00	\$ 16,800.00
37	Gate Valves - 8"	EA	7	\$ 3,100.00	\$ 21,700.00
38	Water Service - 1" Copper, w/ Corporatio &, Curb Stop	LF	880	\$ 55.00	\$ 48,400.00
39	Hydrant - New w/ Marker Flag	EA	5	\$ 6,000.00	\$ 30,000.00
Storm Sewer					
40	Storm Sewer	LF	2005	\$ 60.00	\$ 120,300.00
41	Storm Sewer Manhole - 48"	EA	7	\$ 4,250.00	\$ 29,750.00
42	Storm Sewer Curb Inlet - 2' x 3' Precast Box W/ Frame & Grate	EA	16	\$ 2,550.00	\$ 40,800.00
Stormwater Management Basins					
43	Common Excavation	LS	1	\$ 50,000.00	\$ 50,000.00
44	Storm Sewer	LF	260	\$ 60.00	\$ 15,600.00
45	RCP Apron Endwall	EA	2	\$ 2,000.00	\$ 4,000.00
46	Storm Sewer Field Inlet - 36" DIA. W/ In-Bell Grate	EA	2	\$ 3,000.00	\$ 6,000.00
47	Restoration w/ Erosion Mat, Seed, Mulch, & Fertilizer	SY	5840	\$ 3.00	\$ 17,520.00
Total - Senior Village Phase 1					\$ 1,336,873.00
Contingency (10%)					\$ 133,687.30
Engineering (12%)					\$ 176,467.24
Total -Senior Village Phase 1					\$ 1,647,027.54

Opinion of Probable Cost
1/17/2023
Reedsburg Senior Village - Phase 2
City of Reedsburg

Bid Item Ref. No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
Street & Site work					
1	Mobilization, Performance & Payment Bonds	LS	1	\$ 35,000.00	\$ 35,000.00
2	Site Clearing & Grubbing (+/- 3.5 Acres)	LS	1	\$ 28,000.00	\$ 28,000.00
3	Temporary Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
4	Common Excavation (+/- 8,500 CY)	LS	1	\$ 60,000.00	\$ 60,000.00
5	Strip, Salvage, & Re-Spread Topsoil (Estimated +/- 4,540 CY)	LS	1	\$ 30,000.00	\$ 30,000.00
6	Excavation Below Subgrade (EBS) (Excavation Only)	CY	200	\$ 12.00	\$ 2,400.00
7	Rock Excavation	LS	1	\$ 50,000.00	\$ 50,000.00
8	Base Aggregate Dense - 1 1/4" (6" Thick)	TON	2050	\$ 14.00	\$ 28,700.00
9	Base Aggregate Dense - 3" (6" Thick) (Includes Base for EBS)	TON	2100	\$ 14.00	\$ 29,400.00
10	Finish Grading In Prep. Of Stone Base	LF	1225	\$ 6.00	\$ 7,350.00
11	HMA Pavement - Upper Layer (1.75"), 4 MT 58-28S	TON	520	\$ 93.00	\$ 48,360.00
12	HMA Pavement - Lower Layer (2"), 3 MT 58-28S	TON	590	\$ 93.00	\$ 54,870.00
13	HMA Pavement - Trail (2.5") 4 LT 58-28S	TON	200	\$ 140.00	\$ 28,000.00
14	Base Aggregate Dense - 1 1/4" (12" Thick)	TON	1330	\$ 18.00	\$ 23,940.00
15	Asphalt Cleaning & Sweeping	SY	5150	\$ 0.20	\$ 1,030.00
16	Asphaltic Tack Coat	SY	5150	\$ 0.20	\$ 1,030.00
17	Pavement Markings - 6" White Epoxy Crosswalk	LF	40	\$ 10.00	\$ 400.00
18	Pavement Markings - 18" White Epoxy Stop Bar	LF	20	\$ 18.00	\$ 360.00
19	Silt Fence	LF	800	\$ 3.00	\$ 2,400.00
20	Street Sign - Stop Sign (R1-1) and Street Name Assembly	EA	1	\$ 400.00	\$ 400.00
21	Restoration W/ Seed, Mulch, & Fertilizer	SY	11000	\$ 3.00	\$ 33,000.00
22	Inlet Protection - Type D	EA	8	\$ 200.00	\$ 1,600.00
23	Concrete Curb & Gutter - 24"	LF	2495	\$ 16.00	\$ 39,920.00
24	Concrete Sidewalk (4")	SF	12450	\$ 5.50	\$ 68,475.00
25	Truncated Dome Detectable Warning Field	EA	3	\$ 375.00	\$ 1,125.00
Sanitary Sewer					
26	Sanitary Sewer - 8" PVC SDR 35	LF	1180	\$ 55.00	\$ 64,900.00
27	Rock Excavation - Utility Trenches	LF	700	\$ 40.00	\$ 28,000.00
28	Sanitary Sewer Televising	LF	1180	\$ 1.50	\$ 1,770.00
29	Sanitary Sewer - 48" Dia. Manhole	EA	5	\$ 4,600.00	\$ 23,000.00
30	Sanitary Sewer Service Lateral - 4" PVC	LF	900	\$ 55.00	\$ 49,500.00
Water Distribution					
31	Water Main - 6" D.I.	LF	60	\$ 80.00	\$ 4,800.00
32	Water Main - 8" D.I.	LF	1225	\$ 80.00	\$ 98,000.00
33	Water Main - Connect to Existing	EA	2	\$ 2,500.00	\$ 5,000.00
34	Rock Excavation - Utility Trenches	LF	400	\$ 40.00	\$ 16,000.00
35	Gate Valves - 6"	EA	3	\$ 2,400.00	\$ 7,200.00
36	Gate Valves - 8"	EA	5	\$ 3,100.00	\$ 15,500.00
37	Water Service - 1" Copper, w/ Corporatio &, Curb Stop	LF	1680	\$ 50.00	\$ 84,000.00
38	Hydrant - New w/ Marker Flag	EA	3	\$ 6,000.00	\$ 18,000.00
Storm Sewer & Storm Water Management					
39	Storm Sewer	LF	940	\$ 60.00	\$ 56,400.00
40	Storm Sewer Manhole - 48"	EA	5	\$ 4,250.00	\$ 21,250.00
41	Storm Sewer Curb Inlet - 2' x 3' Precast Box W/ Frame & Grate	EA	8	\$ 2,550.00	\$ 20,400.00

Total - Senior Village Phase 2	\$ 1,090,980.00
Contingency (10%)	\$ 109,098.00
Engineering (12%)	\$ 144,009.36
Total - Senior Village Phase 2	\$ 1,344,087.36

Project Subtotal - PH 1 & 2	\$2,427,853
Contingency (10%)	\$242,785.3
Engineering (12%)	\$320,476.60
Project Total - PH 1 & 2	\$2,991,115.90



Proposal to Provide Professional Consulting Services for a Housing Market Study for:

City of Reedsburg



Prepared For
Tim Becker, City Administrator
City of Reedsburg
134 S. Locust Street
Reedsburg, WI 53959

Prepared By
Vierbicher
201 E. Main Street, Suite 100
Reedsburg, WI 53959
Phone/Fax: (608) 524-6468

Contact Person
Mark Steward, AICP

Prepared on
June 16, 2023

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(608) 524-6468 phone
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www.vierbicher.com

June 16, 2023

Tim Becker
City Administrator
City of Reedsburg
134 S. Locust Street
Reedsburg, WI 53959

RE: City of Reedsburg Housing Market Study

Dear Mr. Becker,

On behalf of the Vierbicher team, it is our pleasure to present this Statement of Qualifications and proposed scope of work for completing the Housing Market Study for the City of Reedsburg. Our expertise encompasses all the requirements of this project, including the expertise of current housing trends and issues, data analysis, stakeholder facilitation, along with the creation of a document to assist the City of Reedsburg with strategy and policy decisions.

Our team is well-qualified for this project. We have conducted more than 11 housing studies in the last five years. We keep on top of the housing market trends through continual training and communicating with developers and partners. I have over 20 years in Planning and Zoning and as a Municipal Administrator, and I will be leading the effort to conduct the housing market study. Matt Miller, with 5 years of experience, will be involved in the data gathering and document layout for the project. Kurt Muchow has over 45 years of experience, and he will oversee the project and will participate in QA/QC.

Our proposal focuses on working closely with City of Reedsburg staff to complete the housing initiatives; compile demographic, geographic, and economic data; and analyze housing stock, trends, and projections. Our goal is to be a partner in this project, which enhances the City of Reedsburg's resilience and vitality through understanding Reedsburg's assets and opportunities, and emerging trends that influence the local housing market. We appreciate your time and consideration as you review our qualifications to complete the Housing Market Study.

We look forward to an opportunity to discuss this with you further. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Mark Steward, AICP
Senior Community Development Consultant
Direct: (608) 402-6391
E-mail: mste@vierbicher.com



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Scope of Work	5
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Representative Projects	12
Project Schedule and Budget	15



Firm Profile: Services & Specialties



Vierbicher's multi-disciplined capability and team approach enables us to combine the essential areas of expertise required to successfully complete projects. Having this broad range of in-house experience provides our clients with creative solutions, improved project coordination, greater efficiency, and cost-effective results.

PLANNING & COMMUNITY DEVELOPMENT

- Comprehensive Planning
- Neighborhood Planning
- Urban Redevelopment Planning
- Outdoor Recreation Planning
- Public Facilitation
- Impact Fee Planning
- Developer Representation
- Ordinances & Regulations

ECONOMIC DEVELOPMENT

- Business/Industrial Parks
- Targeted Industry Studies
- Tax Incremental Financing (TIF)
- Market Analysis
- Strategic Planning
- Fiscal & Economic Impact Analysis
- Grant Writing & Administration
- Business Recruitment/Expansion

URBAN DESIGN & LANDSCAPE ARCHITECTURE

- Concept Planning
- Illustrations & Renderings
- Park & Plaza Design
- Landscaping Plans
- Streetscape Design
- Bike & Pedestrian Trails

MUNICIPAL & CIVIL ENGINEERING

- Municipal Infrastructure Design & Studies
- Streets & Roadways
- Site Development
- Stormwater Systems
- Water Supply & Distribution Systems
- Wastewater Treatment & Collection Systems
- Construction Observation & Administration

SURVEYING & GIS

- CSMs, Boundary Surveys and Legal Descriptions
- Platting: Subdivision/Condominium/Assessor's/Right-of-Way
- Topographic Surveys/Aerial Mapping Control
- Construction Staking
- Easement Mapping & Descriptions
- Parcel/Utility Mapping
- Floodplain Surveys/FEMA Elevation Certificates
- Geographic Information Systems (GIS)

WATER & ENVIRONMENTAL RESOURCES

- Floodplain Analysis
- Stormwater & Water Quality Management
- Environmental Assessments
- Regulatory Compliance & Permitting
- Wetland Management



QUALIFICATIONS

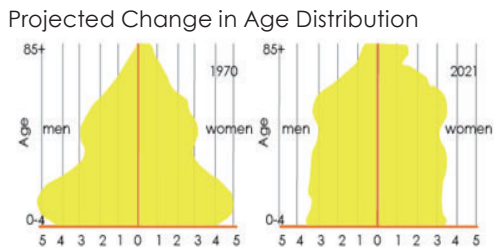
Housing Market Analysis



Vierbicher's experience in the housing realm encompasses the full spectrum of activity from needs assessments, market analysis, land use planning, ordinance development and comprehensive housing plans to development planning, finance and feasibility. Our team has experience with market rate, affordable and special needs projects in various types of environments. Our full spectrum approach provides clients with market based analysis that not only depicts current conditions but also identifies relevant market issues and trends, providing crucial decision making and policy setting guidelines. The Vierbicher approach results in comprehensive and clear reports incorporating trend analysis information useful to all members of a community, from elected officials, policy makers, nonprofits and developers.

MARKET ASSESSMENT

- Market Demand Analysis (affordable and market rate housing, destination and second home developments, tax credit projects, senior and special needs populations)
- Rental market demand and supply analysis
- Physical conditions analysis, suitability of housing stock
- Tenant and resident housing satisfaction surveys
- GIS analysis (land use, valuation, foreclosure, infrastructure capacity)
- Demand forecasting models including housing affordability analysis, demographic trend profiles, migration patterns, income trends based on growth industries, household formation and housing preferences



REPRESENTATIVE HOUSING STUDIES:

- City of Berlin
- City of Hillsboro
- City of Mauston
- City of Mayville
- City of Monroe
- City of Nekoosa
- City of Ripon
- City of Wisconsin Rapids
- Village of Pardeeville
- Village of Marathon City
- Sauk County

COMPREHENSIVE APPROACH

- Policy review, including inclusionary zoning and land use/zoning ordinances
- Determine economic impact of demand gap or condition
- Examine linkages between residential, commercial and transportation elements of a community
- Tax and affordability consequences of land use planning and tourist development/second home markets

IMPLEMENTATION

- Development of comprehensive housing plans
- Creation of market-based design guidelines, zoning ordinances, and developer RFPs
- Creative financing for housing programs including first Wisconsin use of TIF funding for residential housing stock improvement program—Renew Monona Loan Program
- Subdivision planning, development feasibility, entitlements and surveying services for housing developers.



Project Scope

Project Scope

To achieve a thorough understanding of the City of Reedsburg's issues, needs and opportunities, we will explore several aspects of the local housing markets.



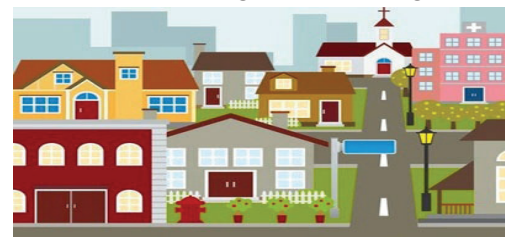
1. Demographics - understanding the impact of future population patterns will be an essential element of the study. Using data from the recently adopted Comprehensive Plan, supplemented by ESRI data, we will create a profile of the Reedsburg area that will enable us to tailor appropriate housing strategies for the benefit of the City.
2. Present & Future Demand - based upon synthesized data and assessment of other relevant factors.
3. Housing Market Analysis
 - 3.a Existing Conditions - we will evaluate the general condition of the housing stock throughout the City of Reedsburg and the extraterritorial zoning district. This enables us to identify areas of concern, patterns of deferred maintenance, age of the housing stock and the standard of housing that is available in Reedsburg.
 - 3.b Current Supply - we will build a housing profile of the City of Reedsburg. This will provide an inventory of the type of housing that is available in and around the City and which segments of the population are currently being served or underserved.
4. Existing Housing/Current Stock Potential Redevelopment – through meetings with City staff, GIS data review, sales, rental availability and existing document review, we will generate priority focus areas for housing redevelopment.
5. Housing Gaps and Opportunities - This study will identify gaps in the housing stock and the impact this has on the community.
6. Recommendations - we will develop a set of assumptions about housing demand and forecast demand for various housing alternatives within the community. Guidance from City staff will establish the priorities.
7. Financing Opportunities - we will identify potential funding programs and initiatives that enable quality housing investments that are aligned with the identified strategies and policies.

Stakeholder Engagement

To ensure a workable housing strategy is developed, it will be important to activate specific stakeholders within the City of Reedsburg and surrounding area and gather insights that lead to a robust analysis and strategy. We will discuss representation with City Administrator Becker and will come up with a list of stakeholders. Stakeholders may include landlords, brokers, developers, employers, school districts, community staff, landowners and renters. They will be invited to participate in focus group meetings as appropriate.

Timeline

The study should be completed in approximately 4 months.





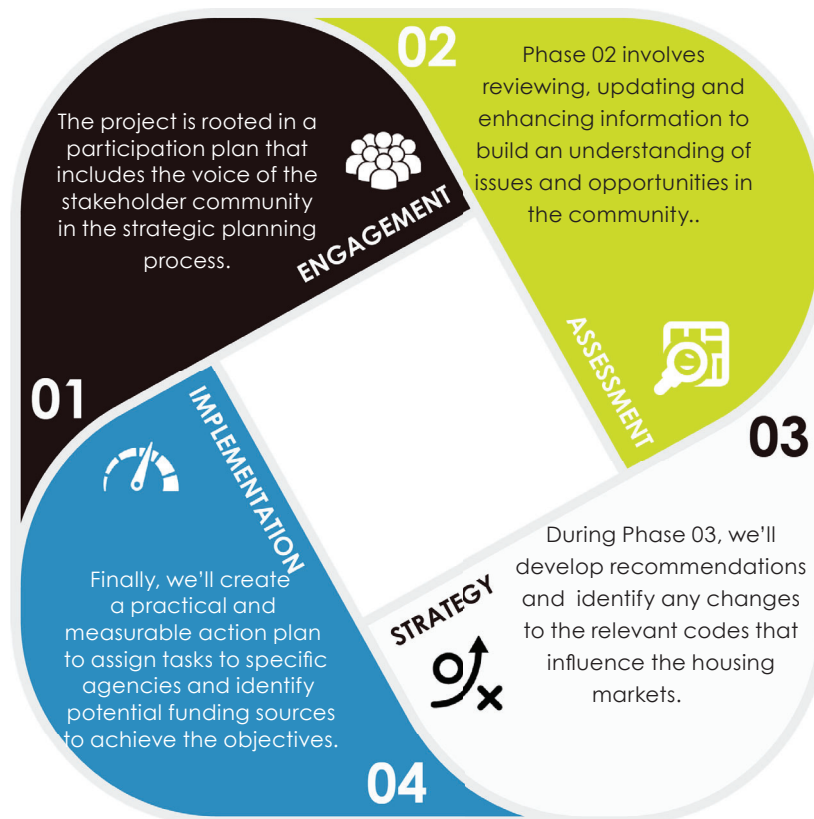
Approach

Our team's goal is to be a partner with the City of Reedsburg to assess the housing market. We will provide a coordinated and streamlined project experience, building on previous studies and initiatives as part of the process. The following pages outline the proven approach we have used over the years.

Our approach:

Engages the City and select stakeholders, Assesses the opportunities and challenges facing the project, identifies Strategic recommendations, and creates an Implementation plan to achieve the desired results.

Engagement. Assessment. Strategy. Implementation. The EASI Model.





SCOPE OF WORK

01 ENGAGEMENT



Goal: Stakeholder engagement is essential to a quality strategic planning process. Our proven planning framework establishes expectations and opportunities for involvement from the City of Reedsburg staff, and stakeholders. Vierbicher proposes to have check-ins to keep Reedsburg staff updated with the progress.

Task E1: Project Collaboration / Steering Committee

Task E1.1 Kick off Meeting — We will kick-off the project with the City of Reedsburg. The kick-off meeting will provide valuable insight, we will develop a timeline, and a list of stakeholders. We will establish a clear expectation for communication throughout the planning process. This meeting will also identify roles, responsibilities, and milestones for completing the project.

Task E1.3 Second Meeting — The second meeting will review the results of the stakeholder focus group, initial document review and data analysis. The intent will be to have a draft of the Housing Market Study.

Task E1.4 Third Meeting — The third meeting we will review the draft strategies, the implementation plan, and recommend corrections prior to final recommendation for approval.

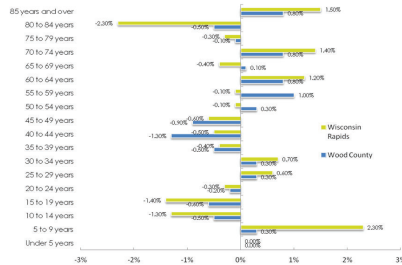




SCOPE OF WORK

02 ASSESSMENT

Example Age Percent of Change



Goal: The goal of the assessment phase is to define the housing situation and needs in the region.

Task A1: Understanding Community Reality and Regional Context

Task A1.1 Existing Document and Development Process Review

We will work with City of Reedsburg staff to compile and review other existing documents and information relevant to the housing market study. These may include the recently adopted comprehensive plan, land division codes, corridor plans, and other guiding documents.

Task A2: Housing Market Analysis

Task A2.1 Local Housing Market Analysis — Our comprehensive analysis for the Reedsburg housing market will consider the demographic makeup of Reedsburg and two comparable communities, the current and future demand for owner occupied housing, issues relating to housing, such as blight, and any additional factors that come to light during the assessment phase. We will use data from the recently adopted comprehensive plan regarding future demographic projections of the City. We will review comparable communities to understand the composition of residents and businesses and how that might impact the housing strategy for the region.

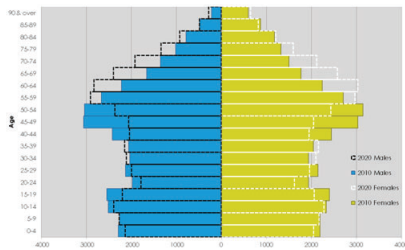
Task A2.2 Housing Stock Analysis — We will conduct an analysis of characteristics of existing owner occupied housing stock based on the collected and available data on occupancy, vacancy, amenities and rental rate trends by unit type and property age. As data is available, an assessment will also be made of single- and multi-family construction activity and trends by size, type and price point.

Task A2.4 Rental Market Analysis — We will conduct an analysis of the rental market (units, vacancies, etc.) and compare that with the existing rental demand for different types of residential units or homes.

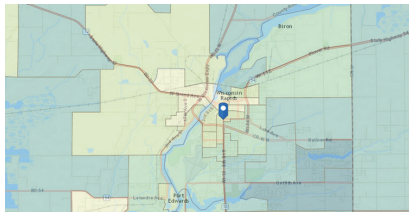
Task A2.5 Existing Housing/Current Stock Potential

Redevelopment — Based on stakeholder interviews, available GIS and other data, we will carry out a community assessment of the existing housing stock and identify any locations for redevelopment.

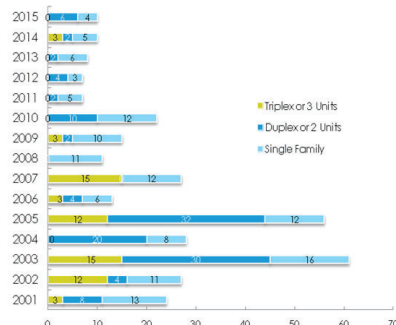
Example Projected Population Growth



Example Household Income



Example Building Permit Status

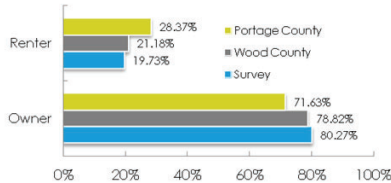




SCOPE OF WORK

03 STRATEGY

Example Occupancy Status



Goal: Information from the assessment phase will be used to identify needs and forecast demand patterns in Reedsburg. These issues and forecasts will be used to develop residential housing strategies for the communities.

Task S1: Future Needs

Task S1.1 Future Projections — A summary of future market demands will be created.

Elements considered as part of this forecast will include:

- Change in distribution of demographic cohorts and household income which influence the decision to rent versus own and type of housing preferred.
- Projected units supported by product type in Reedsburg as a result of continued changes to the population base.

Task 1.1 Generational Impacts — We will provide a synopsis of the anticipated impacts influenced by the generation housing preferences.

Example Units By Decade

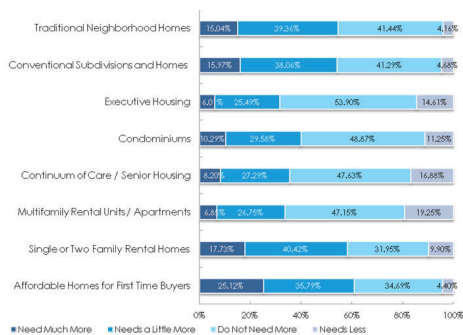
Year	Number of units	Percentage of Total Units
Pre-1900	485	7.18%
1900-1909	606	7.48%
1910-1919	276	4.09%
1920-1929	397	6.08%
1930-1939	696	10.81%
1940-1949	953	14.12%
1950-1959	1,216	18.00%
1960-1969	640	9.48%
1970-1979	628	9.30%
1980-1989	843	12.60%
1990-1999	368	5.46%
2000-2009	193	2.86%
2010+	62	0.77%
Total	6,761	-

Task S2: Strategy Development

The project team will develop short- and long-term strategies to fill each of the housing issues identified in the assessment phase for Reedsburg. These may include alternatives that:

- Summarize existing housing strategies and identify successes and shortfalls.
- Summarize existing development process and identify any strategies to update the current development processes.
- Identify strategies that support development of specific types of housing that are not currently in sufficient supply.
- Encourage development of housing options that support the preferences of desired demographics.
- Identify specific long-term strategies to match housing demand with appropriate supply.
- Identify target performance measurements, benchmarks, and milestones for strategic housing initiatives resulting from the planning process.

Example Community Housing Desires



Example Housing Sales Comparison

Wisconsin Rapids, City										
Year	Total Listed	Total Sold	Numbr of Sold	Pct Sold	Avg List Price Sold	Avg Sale Price Sold	Sale Price / List Price Ratio	Avg Days on Market	Avg List Price Unsold	Avg List Price Sold
2009	Single Family	318	199	62.58%	\$ 80,729	\$ 76,494	94.75%	128	92,725	
	Condo	7	0	0.00%	\$ -	\$ -	0.00%	-	46,000	
	Multifamily	28	4	14.29%	\$ 119,655	\$ 110,780	92.66%	300	113,082	
2010	Single Family	324	179	55.25%	\$ 78,319	\$ 73,983	94.46%	141	98,160	
	Condo	1	3	300.00%	\$ 154,933	\$ 147,333	95.09%	226	173,000	
	Multifamily	24	11	45.83%	\$ 80,027	\$ 70,363	87.92%	173	268,625	
2011	Single Family	352	167	47.44%	\$ 79,089	\$ 73,408	92.82%	128	98,852	
	Condo	3	1	33.33%	\$ 84,900	\$ 47,500	56.52%	266	39,900	
	Multifamily	12	2	16.67%	\$ 137,400	\$ 123,950	90.21%	264	113,668	
2012	Single Family	324	204	62.96%	\$ 77,185	\$ 72,112	93.43%	129	100,902	
	Condo	0	1	0.00%	\$ 39,900	\$ 34,500	86.47%	224	-	
	Multifamily	27	3	11.11%	\$ 196,140	\$ 181,506	92.54%	26	107,800	
2013	Single Family	371	213	57.41%	\$ 74,201	\$ 69,406	93.64%	115	86,752	
	Condo	3	1	33.33%	\$ 84,900	\$ 81,000	95.41%	129	-	
	Multifamily	50	13	26.00%	\$ 110,123	\$ 92,077	83.61%	186	153,068	
2014	Single Family	386	215	55.70%	\$ 75,755	\$ 71,373	94.22%	132	98,533	
	Condo	3	1	33.33%	\$ 68,000	\$ 68,000	100.00%	80	39,900	
	Multifamily	13	17	130.77%	\$ 102,682	\$ 88,611	86.30%	538	105,644	
2015	Single Family	345	266	77.10%	\$ 84,938	\$ 80,124	94.33%	126	97,155	
	Condo	3	2	66.67%	\$ 35,450	\$ 30,780	86.74%	116	99,900	
	Multifamily	21	23	109.52%	\$ 101,743	\$ 88,886	87.36%	413	261,788	



SCOPE OF WORK

04 IMPLEMENTATION

Goal: The final scope element summarizes all of the strategic recommendations that are developed throughout the process and creates a roadmap for addressing housing needs and demand for the City of Reedsburg.

Task 11: Final Report Document and Implementation Matrix

Example Implementation Matrix

City of Wisconsin Rapids Housing Study and Needs Assessment			
Multi-Family, Townhome, and Condominium Recommendations			
MF 1	Promote and plan for 62-82 additional multi-family apartment units over the next five years.	Short-Term	City (RDA & Plan Commission)
MF 2	Promote and plan for 105-136 additional multi-family apartment units over the next ten years (cumulative total).	Medium-Term	City (RDA & Plan Commission)
MF 3	Promote and plan for an additional 132-170 multi-family apartment units over the next 15 years (cumulative total).	Long-Term	City (RDA & Plan Commission)
MF 4	Maintain an annual inventory of the number of Low-Income tax credit housing units (LIHTC), WEDA 3 section 42 housing units, Section 8 Housing Choice Voucher program.	Immediate & Ongoing	City, Housing Authority, & County
MF 5	Establish future benchmarks for market rate and housing assistance units within the City.	Short-Term	City & Housing Authority
MF 6	Promote and plan for 30-39 townhomes, rowhomes, condos, duplex units over the next five years.	Short-Term	City (RDA & Plan Commission)
MF 7	Promote and plan for 54-68 townhomes, rowhomes, condos, duplex units over the next ten years (cumulative total).	Medium-Term	City (RDA & Plan Commission)
MF 8	Promote and plan for 72-88 townhomes, rowhomes, condos, duplex units over the next 15 years (cumulative total).	Long-Term	City (RDA & Plan Commission)
MF 9	Promote the development of housing choices that are appropriate for empty nesters and young seniors, young professionals, and young families.	Short-Term	City & Chamber of Commerce
MF 10	Create a Rental Registration and Inspection Program consistent with State of Wisconsin Regulations.	Immediate & Ongoing	City (Inspection, Plan Commission, Fire, etc.), Wood County
MF 11	Create a revolving loan fund or similar program for rental housing rehabilitation.	Short-Term	City (Finance, RDA, Plan Commission)
MF 12	Create, distribute, and annually update educational material regarding the impacts of market rate, senior, affordable, low-income, and subsidized housing.	Immediate & Ongoing	City (Plan Commission, Housing Authority) & WISCAP

The final document will include the data gathered and identified throughout the process. This includes the summary of the data gathered in the Assessment Phase. Then a set of strategies and initiatives, which address housing issues and capitalize on identified opportunities, will be described in an implementation matrix. The matrix will identify responsible parties, timing and suitable financing vehicles for each action item. The implementation matrix will also take into consideration existing efforts and resources available through the City of Reedsburg and other local economic development partner organizations.

Example Implementation Matrix

#	Strategy	Community Wide	Industry Influence	Promotes Economic Growth	Increases Employment Opportunities	Growth in Commercial Tax Base	Improves Connectivity	Provides Potential Marketing Opportunity	Total Score	Overall Ease of Implementation
1	Startup Support			5	5	1	0	2	13	Medium
2	ID Office Sites			5	5	4	4	3	21	Easy
3	Connectivity			3	2	1	5	3	14	Medium
4	Business Referral			3	2	2	0	4	11	Easy
5	Ordinance Structures			4	1	4	0	1	10	Difficult
6	WCDC			4	1	1	0	1	7	Easy
7	TID Use			3	1	5	0	1	10	Easy
8	Tenant Database			4	1	1	0	4	10	Easy
9	Business Retention			4	1	1	0	4	10	Medium
10	Economic Gardening			5	2	2	0	1	11	Medium
11	Baseline Marketing Tools			3	1	1	0	5	10	Medium
12	Improve Property Listings			5	1	2	0	5	13	Easy
13	Direct Mail			4	1	1	0	5	11	Medium



SENIOR COMMUNITY DEVELOPMENT CONSULTANT

Mark Steward, AICP



BACKGROUND & ROLE

With over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Mark has developed a wide range of skills in both the public and private sectors. Mark's expertise is in economic development, grant writing, administration, writing and interpreting ordinances, codes and laws, polices, and administering and enforcing zoning. He is also a master with budgeting financials and project management.

RECENT PROJECT EXPERIENCE

Planning & Zoning

- Sauk County Comprehensive Plan
- Highway 12 Corridor Study, Sauk Co.
- Elroy Downtown Revitalization Plan
- Elroy Zoning Code Update
- Sauk County Zoning Ordinance Update
- Rusk County Zoning Ordinance Rewrite

Community Development

- Development Agreements
- Memorandums of Understanding
- Business Recruitment & Retention
- Blight Remediation

Public Funding Services

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Low to Moderate Income Surveys
- FEMA Firefighter Grants

Floodplain Management & Floodplain Mitigation

- CDBG-EAP Grant Application & Administration, Elroy
- WDNR Municipal Flood Control Grant, Elroy
- Powerhouse Flood Mitigation Project, Elroy
- FEMA Flood Buyout Application & Administration
- Sauk Co. Floodplain Ordinance
- Rusk Co. Floodplain Ordinance
- Elroy Floodplain Ordinance
- Viola Economic Recovery Plan
- La Farge Economic Recovery Plan

Flood Recovery & Mitigation Experience

- Village of Rock Springs Municipal Buildings
- Village of Viola Resettlement Project
- Village of Rock Springs Resettlement Project
- Village of LaFarge Substation Relocation Project

EDUCATION

Bachelor of Science Degree
(1994)
University of Minnesota,
Minneapolis, MN

PROFESSIONAL EXPERIENCE

Vierbicher
Senior Community
Development Consultant (2020)

Kalahari Development
Facilities Director (2017-2020)

City of Elroy
City Administrator (2011-2017)

Sauk County
Planning and Zoning Director
(2007-2011)

Rusk County
Zoning Administrator (2003-
2007)

Ayres Associates
Project Manager (1999-2003)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
- Wisconsin Chapter

Wisconsin City/County
Management Association



MUNICIPAL SERVICES MANAGER

Melissa Hunt, CEcD, EDFP



BACKGROUND & ROLE

Melissa has almost twenty years of experience assisting communities with developing and implementing effective planning, community and economic development strategies. She works cooperatively with community leaders, regional and state organizations, business owners and key stakeholders to successfully lead and support opportunities for growth and development. Melissa also has the expertise to assist with business growth and retention, which leads to job creation and increased tax base. She has helped Wisconsin communities access more than \$100 Million in grants, loans and tax credit to implement projects of various scales and worked to ensure job creation, attract new business and grow the tax base.

Melissa is on the Wisconsin Economic Development Association board, the UW-Oshkosh Alumni board, and is active with various other groups. She is also involved with diversity and inclusion initiatives and how this impacts communities and economic development. Melissa presents on many topics in government, housing, planning, zoning and community and economic development. Melissa also teaches the state Economic Development 101 (ED 101) course to local leaders and elected officials.

EDUCATION

B.S. Urban and Regional
Studies
The University of Wisconsin –
Oshkosh

PROFESSIONAL EXPERIENCE

Vierbicher
Municipal Services Manager
(2020)

Wisconsin Economic
Development Corporation
Regional Economic
Development Director (2012)

Fond du Lac County Economic
Development Corporation
Community Development
Specialist (2009)

Oshkosh Area Economic
Development Corporation/
Chamber of Commerce
Economic Development
Manager (2004)

PROFESSIONAL CERTIFICATIONS

Certified Economic Developer
(CEcD)

Economic Development
Finance Professional (EDFP)

PROFESSIONAL AFFILIATIONS

Wisconsin Economic
Development Association
International Economic
Development Council

Public Funding Experience

- Funding Research & Analysis
- Grant & Subsidized Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing (TIF)
- Redevelopment and Downtown Strategies
- Placemaking and Community Development
- Redevelopment Development Authorities
- Community Development Authorities
- Business Improvement Districts

Economic and Community Development Strategies

- TIF, Community and Redevelopment Services, Argyle, WI
- Community and Economic Development Services, Mayville, WI
- Comprehensive Plan Update, Fox Point, WI
- Comprehensive Plan Update, Troy, WI
- Tax Incremental Financing (TIF), Dodgeville, WI
- Tax Incremental Financing (TIF), Rock Springs, WI
- Economic Development and TID Assistance, Green Lake, WI

Housing

- Mayville Housing and Economic Development Strategy
- Former School Site, Arfyle Wisconsin

Planning

- Town of Middleton, WI
- Town of Lisbon, WI



MUNICIPAL SERVICES PLANNER

Matthew Miller



BACKGROUND & ROLE

Matt has more than six years of experience in urban planning. His duties include performing housing studies and strategies, interacting with the public, attending plan commission and board meetings to facilitate plan development, and QA/QC of final plans before submitting to the clients. Matt is a multi-faceted member of the team assisting our engineers on planning items such as mapping, planning, urban service area requests. He is also part of the core team that services the Town of Middleton for all development review items.

EDUCATION

University of Wisconsin -
Madison
M.S. Urban and Regional
Planning (2018)
B.S. Political Science (2016)

PROFESSIONAL EXPERIENCE

Vierbicher
Municipal Services Planner
(2022)

Region I Planning Council
Metropolitan Planner (2020)

Wisconsin Department of
Transportation
Traffic Forecaster (2017)

PROFESSIONAL AFFILIATIONS

American Planning Association
(APA)

Congress for New Urbanism
(CNU)

RECENT PROJECT EXPERIENCE

Title

- Cottage Grove Market Analysis
- Town of Troy Comprehensive Plan (including mapping)
- City of Berlin Housing and Economic Strategy
- Urban Water Quality Grant

Town of Middleton

- Dane County Urban Water Quality Grant Submittal
- Lazy M Estates Final Plat Review
- McDermott's Service and Repair Site Plan Review
- Road Maintenance Mapping
-



Monroe Housing Study



LOCATION

City of Monroe

CLIENT

City of Monroe

PROJECT SERVICES

- Housing Study
- Redevelopment Authority Assistance

The City of Monroe requested Vierbicher to Design a Housing Improvement Program. To create the Housing Improvement Program, completing a Housing Study and Needs Assessment was essential in creating a housing program that fit the needs of the community. The Housing Study and Needs Assessment process included a public workshop, a community-wide survey, and stakeholder interviews. The public workshop results illustrated that there was a need for diverse housing options for owners and renters, the zoning code needed to be updated to reflect the needs of the community and to remove barriers, and rehab assistance was needed for older buildings. The public workshop participants also identified areas in the community that were in need of housing stock improvement.

The three guiding observations for the program were the need for increasing or adapting existing single/two-family and multi-family housing units, both for owners and renters with a specific emphasis on providing housing options for young families and empty-nesters. The need for more quality and affordable housing options for both owners and renters. The third guiding observation was the need for a proactive and collaborative approach to property maintenance, compliance, and enforcement. As a result of this process, the Redevelopment Authority created two Redevelopment Areas in the City to implement housing actions.



Sauk County Housing



LOCATION

Sauk County

CLIENT

Sauk County Development
Corporation

PROJECT SERVICES

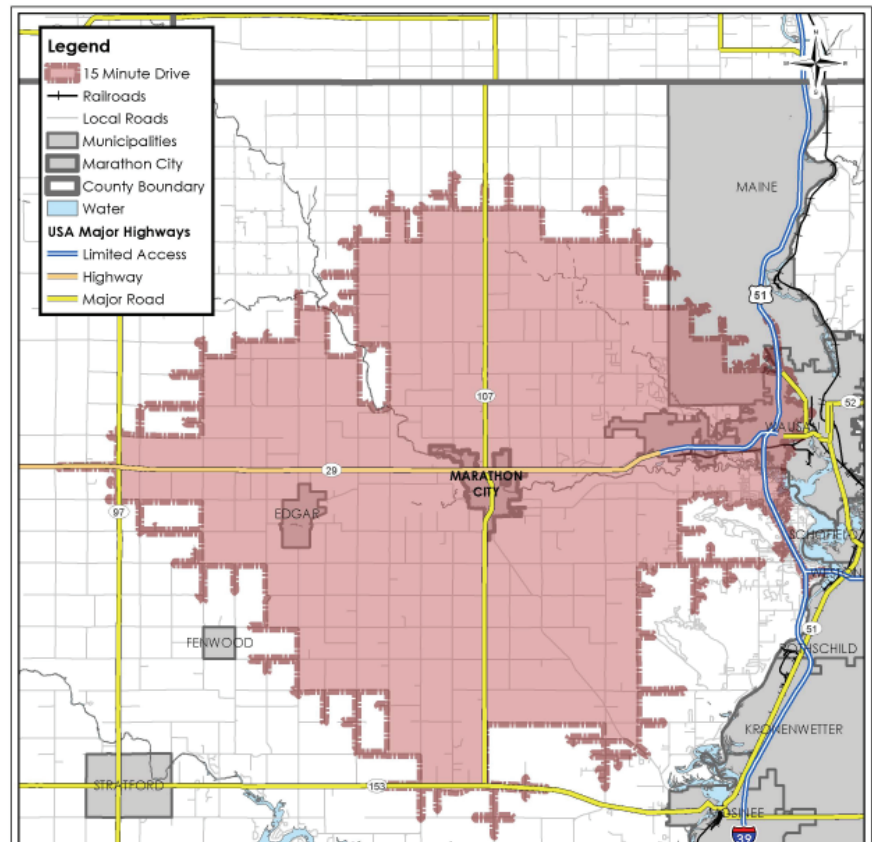
- Housing Study

The study was commissioned in recognition of the changing housing needs within Sauk County. The Sauk County Housing Study and Needs Assessment provided an analysis of the current and prospective housing stock in the County and six communities in the county, and made recommendations based on immediate and future housing actions.

The county and partner communities had various impacts on their housing. The impacts ranged from tourism, student housing, proximity to Madison, lack of three and four bedroom housing units, outdated systems, construction costs, limited housing options, need for starter homes, seasonal populations, influx of retirees, homeless population needs, and other impacts. The study used Census data, community data, and stakeholder interviews to identify the needs, issues, gaps, and opportunities. The study included the impact of the generational housing choice preferences and how the current land use plan and infrastructure can meet their anticipated needs. The study concluded with a series of recommendations with priorities, responsible parties, funding options, and a timeframe to complete.



Village of Marathon City Housing Study



LOCATION

Village of Marathon City

CLIENT

Village of Marathon City

PROJECT SERVICES

- Housing Study

The Village of Marathon City wanted to understand the current and future housing market for the Village. The housing study was created to assist the Redevelopment Authority lead the development of the Village Center Project. This study produced a series of recommendations the Village could use to address issues and opportunities identified in the housing market analysis.

The goals and objectives of the Housing Market Study were centered on five themes:

1. Support Downtown Living and Infill Development
2. Promote Housing Rehabilitation as an Important Key to Successful Economic Development
3. Promote Creation of New Housing Development
4. Provide More Options for Senior Living
5. Increase Family-Friendly Amenities

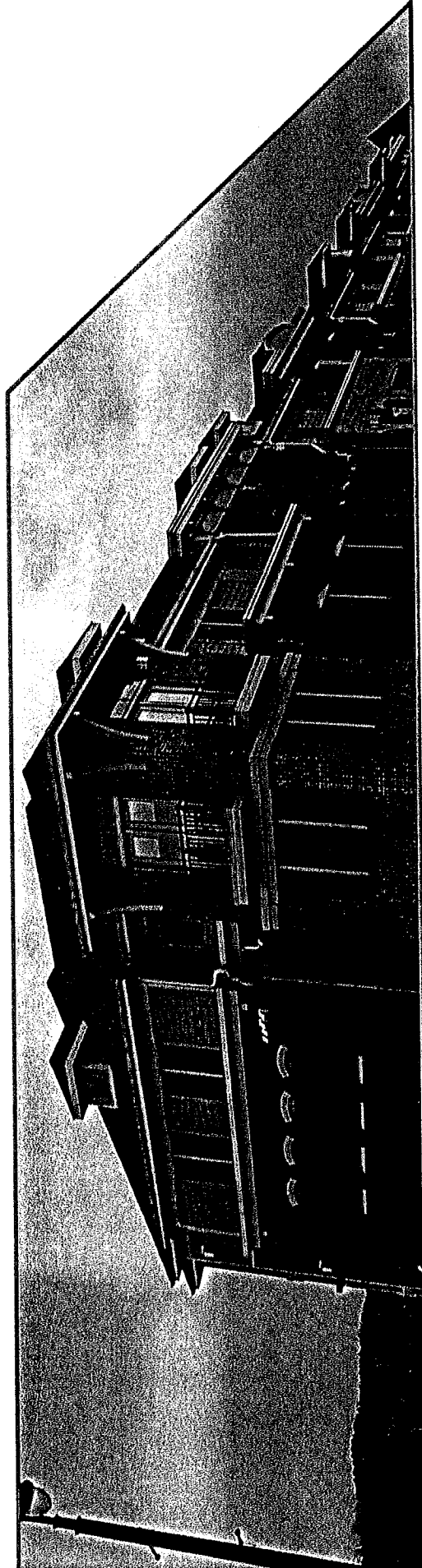


Project Schedule

Vierbicer proposes a four month process and we will work with the City to determine the timeframe. For example we would begin in January 2024 with an expected end date of April 30, 2024.

Project Budget

Phase Description	Budget Breakdown	
1 Engagement	\$	1,600
2 Assessment	\$	4,000
3 Strategy	\$	6,000
4 Document Creation	\$	2,000
Total	\$	13,600



Housing Study and Needs Assessment

Sauk County Development Corporation
October 2018

ACKNOWLEDGEMENTS

In addition to the Plan sponsors listed below, we would also like to thank the Sauk Prairie Area Chamber of Commerce, Peoples Community Bank, and Tom Gavin for their generous financial support in helping us complete this Plan.

Housing Action Plan prepared by:



Vierbicher
999 Fourier Drive Ste. 201
Madison, WI 53717
608.826.0532
www.vierbicher.com



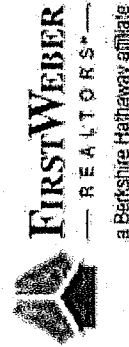
Plan Sponsors:



Without the funding and administrative help from our sponsors, the preparation of this Plan would not have been possible. We would also like to thank the following individuals and groups for their help during the preparation of this Plan:

Ed White, Sauk County Development Corporation
Members of the Project Review Committee
Participants in the Stakeholder Meetings
Respondents to the Plan's Public Survey

Finally, special thanks to the people of Sauk County who make it a great place to live, work, and play.



Needs Assessment Summary

Introduction

This section presents a Needs Assessment derived for the community from a county-wide survey, stakeholder interviews and community demographic and housing data. The county-wide survey results can be found in Appendix B - County Survey Summary) and is a synthesis of the results from the electronic and mail responses to the survey. A summary of the survey can be found in the County Needs Assessment Summary. The Community Stakeholder meetings included input from multiple interviews that were held throughout the County and represent local opinions and observations from the various partnership communities. Stakeholders were interviewed from a variety of professions and areas of expertise within the community in order to gain a diverse collection of local input. Stakeholder comments specific to the community are included below. A summary of the stakeholder meetings can be found in the County Needs Assessment Summary.

The Needs Assessment is also derived from Appendix A - State of the Housing Report, which includes an assessment of current and past community efforts as well as a housing market analysis. Local, State and Federal agency data was collected for the community and summarized in the Appendix. Data was collected and analyzed for Population, Households, Economic Characteristics, Housing Stock, and Financial Characteristics for the community. Needs were then assessed from this data and presented as follows.

Stakeholder Meetings Summary

A total of 12 stakeholder meetings were offered throughout the County, with two meetings per community. Meetings were offered during the day and the evening to accommodate various schedules. There was better turnout in some communities than others. Stakeholders consisted of representatives from financial institutions, realtors, landlords, city officials, property management professionals, builders, and developers. The following are highlights of the meeting specific to this community.

City of Reedsburg Highlights

- The property taxes are "higher" in Reedsburg. Additionally, the permits and additional development fees add \$5,000 to \$8,000 to the development costs.
- Second home buyers are likely to look at property taxes.
- Property taxes are perceived to be as high as communities in Madison (Sauk County rates average 1.8%, while Dane County rates average 2% for a \$250k home)
- There is a need for quadplexes.
- Recent years, it was normal to see 130 homes on the market. Only 30 homes are on the market right now and that is average for the past few months.
- WCCU credit union offers credit counseling for members.
- Only three (3) out of 13 loans are for those 30 years old or younger.

Stakeholder Meetings Summary

Reedsburg

Population

The median age in the City is lower than for the other partnership communities, 36, and has had a slower rate of growth in the median age since 2011 as well. In addition, rates of child dependency are high. This shows a younger population that is aging slowly and has a need to house younger families with younger children present.

Households

Household data shows a slight decline in a number of households since 2011, -1.5%, yet an increase in household size and a lower number of households having those 60 years and older present. The community also has low rates of those enrolled in K-12 and a high number of residents who moved within the County in 2016. This indicates an immediate need for housing options for larger families that have younger children not yet enrolled in school.

Economic Characteristics

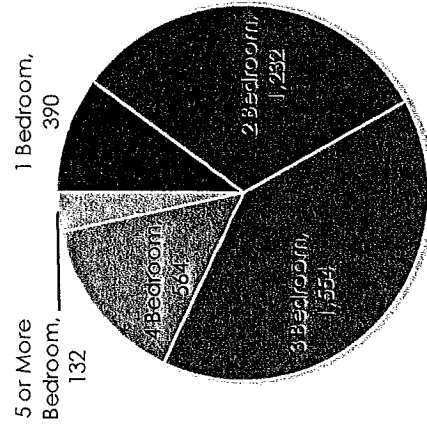
The City has a high percentage of its population below poverty, 12.9%, yet high median household income growth. This indicates that Reedsburg does have a need to provide housing for those in poverty, yet rising incomes could offset this issue to a certain extent in future years. Looking at other categories, Reedsburg has a lower median age, lower median age change, and a high child dependency score. This indicates a need for housing for younger households with young children present. Affordable housing and low-income subsidized housing should be an option for these younger families, particularly for those in poverty. Given Reedsburg's high percentage growth in the Financing and Insurance industries, 60.9% since 2011, as well as high growth in the Professional Service, Scientific, and Management industries as well, 74.3% since 2011, the is also a

substantial need for additional workforce housing which are affordable to new and existing workers in these and other industries.

Housing

Figure N-1 shows Reedsburg to have a fairly even distribution of unit-types by number of bedroom. Given the larger families, the need for three (3) bedrooms and four (4) bedrooms is likely to grow though.

Figure N-1 Bedrooms per single-family structure



Source: City of Reedsburg

Stakeholder Meetings Summary

Reedsburg

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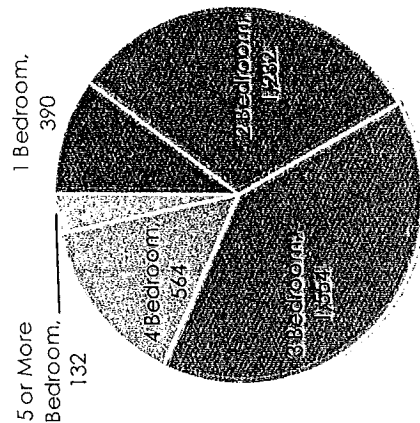
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Figure N-1 Bedrooms per single-family structure



Source: City of Reedsburg

Figure N-2 shows a significant number of single-family and duplex units have been built in the last three (3) years, although these numbers are slightly lower than pre-2008 levels. This indicates an opportunity for additional single-family and duplex construction, as there appears to be developer and buyer interest and the ability to absorb these units.

Figure N-2 Single-family and duplex construction

	Total Units	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 or More Bedroom	Total Assessed Value
2018	28	N/A	N/A	N/A	N/A	N/A	N/A
2017	28	N/A	N/A	N/A	N/A	N/A	N/A
2016	18	N/A	N/A	N/A	N/A	N/A	N/A
2015	7	N/A	N/A	N/A	N/A	N/A	N/A
2014	1	N/A	N/A	N/A	N/A	N/A	N/A
2013	10	N/A	N/A	N/A	N/A	N/A	N/A
2012	7	N/A	N/A	N/A	N/A	N/A	N/A
2011	15	N/A	N/A	N/A	N/A	N/A	N/A
2010	14	N/A	N/A	N/A	N/A	N/A	N/A
2008	36	N/A	N/A	N/A	N/A	N/A	N/A
2007	32	N/A	N/A	N/A	N/A	N/A	N/A
2006	54	N/A	N/A	N/A	N/A	N/A	N/A
2005	44	N/A	N/A	N/A	N/A	N/A	N/A

Source: City of Reedsburg

Figure N-3 shows a number of years since 2011 where no new rental units were constructed. However, 2017 saw 72 new units and 2018 saw 40 recently built or permitted additional units, including the Viking Drive Estates apartment complex. This also shows opportunity for continued construction, with the market currently able to supply multi-family units and there being enough demand for those units at current pricing.

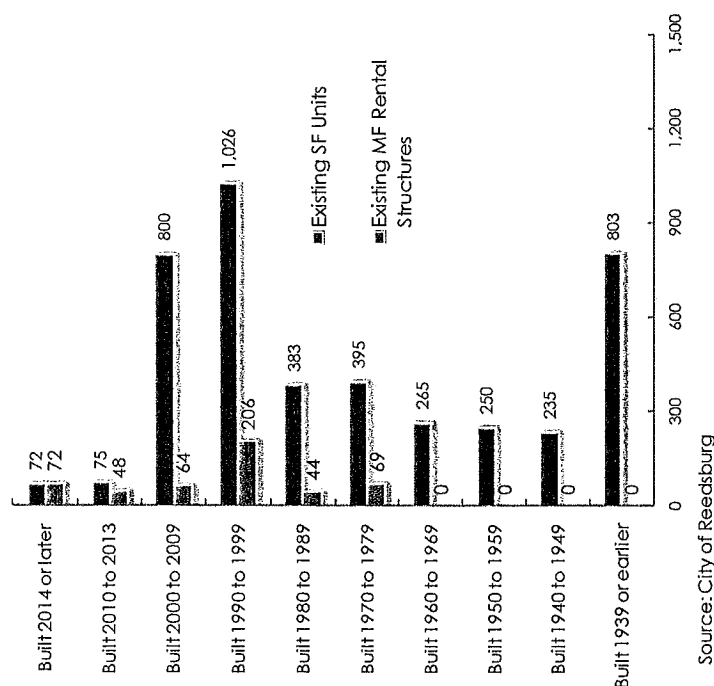
Figure N-3 Multi-family rental construction

	Total Units	1-2 Unit Structures	2-5 Unit Structures	5-10 Unit Structures	10-50 Units Structures	50+ Unit Structures	Total Assessed Value
2018	40	1	0	1	1	0	N/A
2017	72	N/A	N/A	N/A	N/A	N/A	\$4,800,000
2016	0	0	0	0	0	0	\$0
2015	0	0	0	0	0	0	\$0
2014	0	0	0	0	0	0	\$0
2013	0	0	0	0	0	0	\$0
2012	0	0	0	0	0	0	\$0
2011	48	N/A	N/A	N/A	N/A	N/A	\$4,400,000
2010	0	0	0	0	0	0	\$0
2008	0	0	0	0	0	0	\$0
2007	0	0	0	0	0	0	\$0
2006	0	0	0	0	0	0	\$0
2005	0	0	0	0	0	0	\$0

Source: City of Reedsburg

Figure N-4 shows Reedsburg's housing stock is either substantially new or very old. A considerable number of structures were built before 1940 and a substantial number were built between 1990 and 2009. This shows some need for rehabilitation of pre-war structures.

Figure N-4 Year structure built

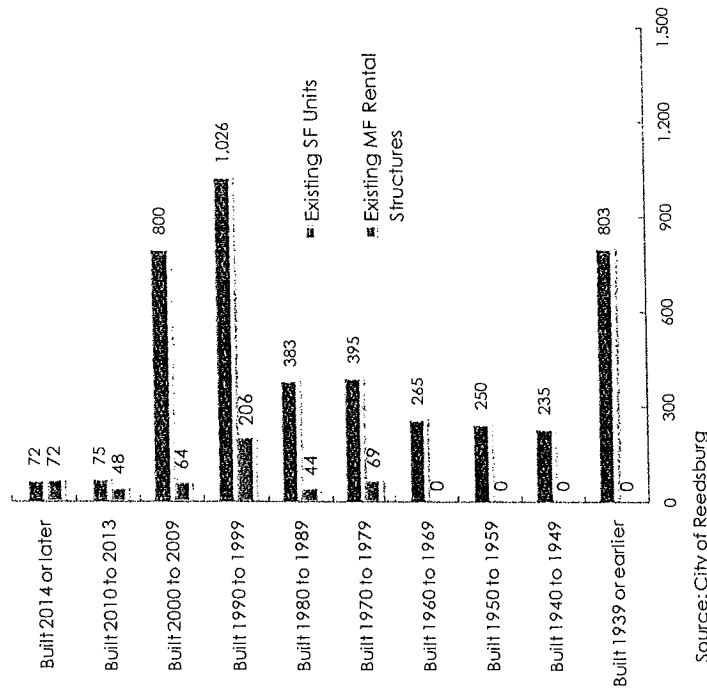


The City has high growth in renter-occupied housing and a decline in owner-occupied housing in recent years. This could be caused by a number of factors, including more young families not being able to afford to buy a home, fewer affordable homes being built, owner-occupied homes being converted to rental units and more rental than owner units being built. Looking at Financial Characteristics data, Reedsburg has lower median home values, when compared to the other partnership communities, and a lower percentage of homeowners paying more than 30% of their income on housing costs. However, Reedsburg also has lower median household incomes for renter households and a higher percentage of renters paying more than 30% of their income on rent. Therefore, Reedsburg has a need to provide affordable and subsidized rental housing so residents can pay less of their income on rent and be able to save and eventually buy a home.

The City has high growth in renter-occupied housing and a decline in owner-occupied housing in recent years. This could be caused by a number of factors, including more young families not being able to afford to buy a home, fewer affordable homes being built, owner-occupied homes being converted to rental units and more rental than owner units being built. Looking at Financial Characteristics data, Reedsburg has lower median home values, when compared to the other partnership communities, and a lower percentage of homeowners paying more than 30% of their income on housing costs. However, Reedsburg also has lower median household incomes for renter households and a higher percentage of renters paying more than 30% of their income on rent. Therefore, Reedsburg has a need to provide affordable and subsidized rental housing so residents can pay less of their income on rent and be able to save and eventually buy a home.

Figure N-4 shows Reedsburg's housing stock is either substantially new or very old. A considerable number of structures were built before 1940 and a substantial number were built between 1990 and 2009. This shows some need for rehabilitation of pre-war structures.

Figure N-4 Year structure built



Financial Characteristics

Data from Appendix A shows low median annual household income for renters, at \$22,994, as compared to \$31,974 for the County. In addition, the percentage of renters paying greater than 30% of their income on rent are higher than all other partnership communities at 49.2%. This indicates that renters are in need of affordable rental housing options, including low-income and subsidized apartments.

Reedsburg Housing Needs Summary

- The median age in the City is low and rates of child dependency are high, indicating a need to house a younger population that is aging slowly and who are comprised of younger families with younger children present.
- An increase in household size, a lower number of households having those 60 years and older present and low rates of those enrolled in K-12 further indicates an immediate need for housing options for larger families that have younger children not yet enrolled in school.
- The City has a high percentage of its population with incomes below the poverty level, indicating a need for housing for very-low and low-income subsidized residents, including younger families with children.
- Rental housing market is growing while the owner-housing market is falling. This, along with lower housing prices, as compared to the other partnership communities, and lower median incomes indicates a need for very-low to low-income owner-occupied housing to offset the need for rentals. Very-low and low-income owner-occupied units would have to heavily subsidized and potential buyers would need substantial assistance as well.
- High growth in Finance and Professional industries indicates a need for affordable workforce housing as well.

Goals, Objectives & Strategies

This section presents goals, objectives and strategies necessary for the community to implement in order to ensure housing needs are met. These strategy items are derived in response to the needs detailed in the previous Needs Assessment section. The goals, objectives and strategies for the community include the projected number of housing units needed, which are based on population projections by age group for the next five (5), ten (10), and fifteen (15) years. The age groups are defined by generation, which influence the type of projected number of housing units needed due to the different generational preferences and characteristics regarding housing. A description of generational characteristics can be found in the County Goals, Objectives and Strategies chapter. A number of assumptions about these preferences have been included and are derived from a variety of sources, as noted in Appendix A.

The strategy items are organized by categories, which include housing type, senior housing, and affordable housing as well as neighborhood, community and other initiatives. These strategy items are also presented along with the needs they address and are summarized in an implementation matrix as well.

Reedsburg

Projections

The following are a summary of projections for the number of new residents and households expected through 2033, as well as the minimum number of housing units that will be demanded by these new residents. The full projections can be found in Appendix A – State of the Housing. The full projections show population growth and

housing preferences by generation at five (5) year increments though 2033. The housing projections should be considered the minimum number of units which need to be built for new residents and to maintain current market vacancy rates for owner-occupied units, at 2.2%, and renter-occupied units, which range from 2.4% to 5.8%. Additional housing units will be needed to increase vacancy rates, particularly for owner-occupied units, and also accommodate those looking with special needs, such as those related to affordability and senior housing. However, the housing projections do account for those aging from one generation to another and having different preferences. The previous needs assessment as well as the goals, objectives and strategies listed below provide recommendations for building the projected housing that is needed as well as additional units to accommodate encourage higher vacancy rates. The goals, objectives and strategies also account for the special needs and particular local circumstances.

Figure S1 shows the local population to increase by 271 persons by 2023, by 288 more persons by 2028 and by 264 more persons by 2033. By 2023, Reedsburg will have housing demand for 115 additional households who will need, at a minimum, 37 apartments, 24 attached multi-family units and 54 single family homes. By 2028, Reedsburg will have housing demand for 114 additional households who will need 32 apartments, 26 attached multi-family units and 55 single family homes. By 2033, the City will have housing demand for 104 additional households who will need 28 apartments, 27 attached multi-family units, and 50 additional single family homes.

Figure S1 Projections

	2023	2028	2033
Additional Persons	271	288	264
Additional Households	115	114	104
Additional Apartments	37	32	28
Additional Condos/Townhomes/Duplexes	24	26	27
Additional SF Homes	54	55	50

* Source: Vierbicher

The Department of Administration provides population projections for the years 2020, 2025, and 2030. Utilizing annual population growth between these years, additional population projections can be estimated to total an additional 850 persons by 2023, an additional 818 persons between 2023 to 2028, and an additional 702 persons between 2028 and 2033. These can be considered a high estimate of future population growth. As population projects by age are not available from the DOA, estimated housing demand cannot be projected using this data.

housing preferences by generation at five (5) year increments through 2033. The housing projections should be considered the minimum number of units which need to be built for new residents and to maintain current market vacancy rates for owner-occupied units, at 2.2%, and renter-occupied units, which range from 2.4% to 5.8%. Additional housing units will be needed to increase vacancy rates, particularly for owner-occupied units, and also accommodate those looking with special needs, such as those related to affordability and senior housing. However, the housing projections do account for those aging from one generation to another and having different preferences. The previous needs assessment as well as the goals, objectives and strategies listed below provide recommendations for building the projected housing that is needed as well as additional units to accommodate encourage higher vacancy rates. The goals, objectives and strategies also account for the special needs and particular local circumstances.

Figure S1 shows the local population to increase by 271 persons by 2023, by 288 more persons by 2028 and by 264 more persons by 2033. By 2023, Reedsburg will have housing demand for 115 additional households who will need, at a minimum, 37 apartments, 24 attached multi-family units and 54 single family homes. By 2028, Reedsburg will have housing demand for 114 additional households who will need 32 apartments, 26 attached multi-family units and 55 single family homes. By 2033, the City will have housing demand for 104 additional households who will need 28 apartments, 27 attached multi-family units, and 50 additional single family homes.

Figure S1 Projections

	2023	2028	2033
Additional Persons	271	288	264
Additional Households	115	114	104
Additional Apartments	37	32	28
Additional Condos/Townhomes/Duplexes	24	26	27
Additional SF Homes	54	55	50

* Source: Vierbicher

The Department of Administration provides population projections for the years 2020, 2025, and 2030. Utilizing annual population growth between these years, additional population projections can be estimated to total an additional 850 persons by 2023, an additional 818 persons between 2023 to 2028, and an additional 702 persons between 2028 and 2033. These can be considered a high estimate of future population growth. As population projects by age are not available from the DOA, estimated housing demand cannot be projected using this data.

Land Analysis

Figure S2 shows the number of vacant acres and vacant square feet by zoning district. This figure also summarizes the minimum lot size required for single-family and multi-family development in each district. The vacant square feet is then divided by the minimum lot size to generate an estimate of the number of units which could potentially be built on the vacant land in each zoning district.

The summary table does not take into account the size of each parcel, environmental constraints, or availability. The potential units which could be built is, however, multiplied by 75% to account for roads and other infrastructure which would generally be required as a set-aside for multiple-lot subdivisions. The total potential units represent an absolute maximum number of units which could be built; however, this serves as a general guide to the capacity of the community to construct new housing. The practical number of units which could be constructed is most likely considerably lower, due to site constraints, lack of property on the market, and other factors. The following goals, objectives and strategies do, however, account for the size and distribution of the vacant lots and provide recommendations.

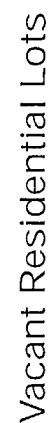
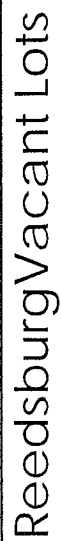
Figure S2 shows Reedsburg has three (3) residential zoning districts, one (1) of which allows for multi-family development. The maximum number of single-family units which could be built on vacant property is 1,038 units, if all property was available. The maximum number of multi-family units which could be constructed is 913 units. There is an overlap of single-family and multi-family potential within the R-3 district, so both maximums would not be able to be built, as a choice would have to be made to build on or the other, or a mix of both, in the R-3 district.

Figure S2 Land Analysis

Zoning	Acres	Sq. Ft.	Minimum SF Lot		Minimum MF Lot	
			Area per Unit	Potential SF Units	Potential MF Units	Potential MF Units
R-1	11.83	515,097	6,000	86		
R-2	244.33	10,643,058	9,600	1,109		
R-3	41.90	1,825,242	9,600	190	1,500	1,217
Total Acres	298.06					
Total Potential SF Units * 75%				1,038		
Total Potential MF Units * 75%						913

* Source: Local GIS & Zoning Data

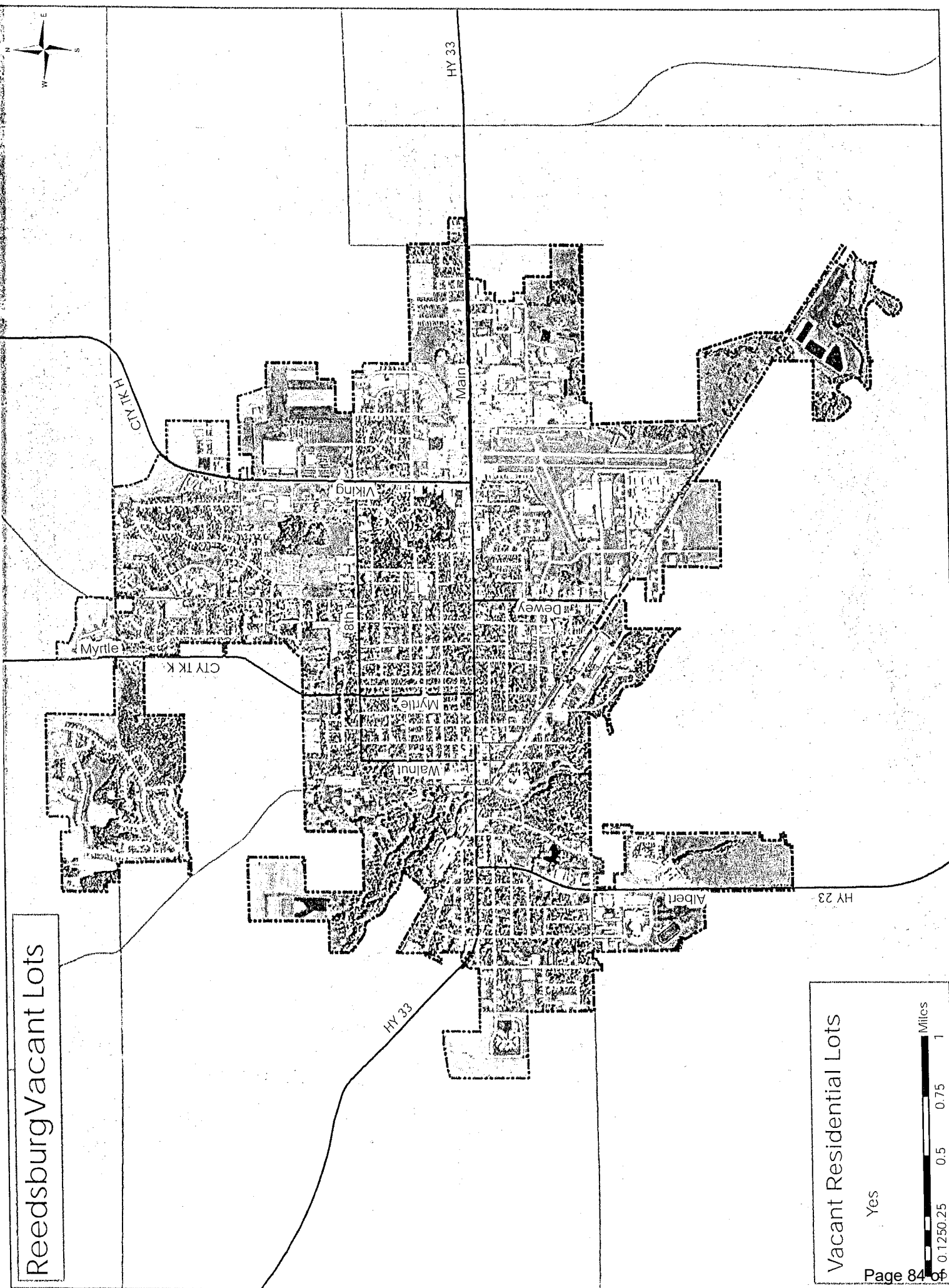
The Reedsburg Vacant Lots map shows a number of vacant residentially-zoned lots located within newer existing subdivisions. There are also a few vacant lots within the older residential districts. A couple of larger vacant lots can be found with potential for larger residential development; however, many of the larger vacant lots are not zoned residential and would have to be rezoned in order to provide available land for housing development. Larger tracts are zoned agricultural and would be ideal candidates for larger subdivisions or mixed-type housing communities suitable for residential subdivision or mixed-type housing communities are zoned agricultural and would be ideal candidates for larger housing projects. In order to satisfy the demand for single-family homes in 2023 and 2023, 109 units, existing vacant lots in already platted subdivisions could be built upon without rezoning or subdividing. There are currently 135 existing single-family lots which could satisfy this demand. Infill lots or additional subdivisions would be required to satisfy the remaining of the 2033 single-family demand.



Miles

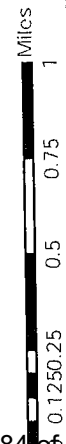
0 0.125 0.25 0.5 0.75 1

Reedsburg Vacant Lots



Vacant Residential Lots

Yes



Single- Family Housing

Reedsburg has a need for both workforce and low-income single-family housing. Since 2011, there has been an increase in household size, mostly comprised of families with younger children. There is available land for residential subdivisions, although any a number of single-family residential subdivisions are already platted and have a supply of ready-to-build lots. Builders should be given City assistance and incentives to build infill housing in existing subdivisions and on existing lots within the older districts. Infill housing in older districts should be allowed to include zero-lot line and other smaller profile housing types. Amending existing zoning districts to eliminate setbacks on one side of residential lots would help to encourage zero-lot line construction.

Goal: Encourage more single-family owner-occupied infill construction

Objective: Increase supply of available land for single-family infill housing

Strategy: Create purchase fund from local funding sources and/or other agency/entity sources

Strategy: Purchase smaller vacant/redevelopable lots suitable for infill development

Strategy: Acquire lots which have become vacant due to a raze or repair program

Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties suitable for infill development

Strategy: Create a list of vacant land currently available land for development/purchase, work with realtors to market properties for infill development

Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential builders for single-family infill development

Objective: Encourage developer/builder participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to developers/builders.

Regarding existing housing, Reedsburg has a mixture of houses built before 1940 as well as a significant number of homes built since 2000. So, there is some need for single-family rehabilitation. City assistance and incentives should be considered for assistance to homeowners for both rehabilitation of their current home as well as for new purchases needing rehabilitation. In addition, any rehabilitation program should also focus on duplex to single-family rehabilitation, especially for duplexes which are in poor shape and which a higher-priced single-family home could justify the conversion work.

Goal: Encourage single-family owner-occupied rehabilitation

Objective: Make home rehabilitation funding available to homeowners

Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior owner-occupied housing improvements

Strategy: Establish a home improvement grant/revolving loan fund specifically for interior owner-occupied housing improvements

Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes

Objective: Make home rehabilitation funding for code compliance available to homeowners

Strategy: Establish a code compliance grant/revolving loan fund for home owners

Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation

Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible

Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department

Finally, there is also a need for financial assistance for potential workforce homebuyers who may need help with downpayments or purchase of a home which may need repairs. There is also an opportunity to encourage investors to rehabilitate and resell housing in poor condition.

Goal: Encourage more homeownership

Objective: Encourage homeowner and renter participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local assistance programs list to owners looking to sell their existing home and purchase another

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to renters who may be looking to purchase

Objective: Encourage owner-occupied acquisition and rehabilitation by builders/investors for resale (flippers)

Strategy: Establish an owner-occupied purchase & rehabilitation incentive program for builders/investors

Townhome/Duplex/Condo

Reedsburg has a need for duplexes, triplexes, townhomes and other attached housing in order to provide affordable housing options for potential buyers and to provide for additional rental opportunities should those properties eventually be rented-out. There is opportunity for multi-family attached developments on larger vacant lots as a stand-alone multi-family complex or as part of a mixed-income or mixed-housing type development. Reedsburg will need to offer incentives or programs to assist with land development and encourage affordable multifamily units for the workforce and for lower income families are built. Priority should be given to three (3) bedroom units to house larger families. There is also opportunity for infill multi-family houses, especially duplexes, on smaller vacant lots. The City should assist with infill development, but focus on regulatory and other incentives, as opposed to financial assistance.

Goal: Encourage more owner-occupied attached housing construction

Objective: Encourage developer-driven attached housing construction through site preparation assistance

Strategy: Establish a home improvement grant/revolving loan fund specifically for interior owner-occupied housing improvements

Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes

Objective: Make home rehabilitation funding for code compliance available to homeowners

Strategy: Establish a code compliance grant/revolving loan fund for home owners

Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation

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Goal: Encourage more owner-occupied attached housing construction

Objective: Encourage developer-driven attached housing construction through site preparation assistance

Strategy: Prepare a preliminary site analysis (PSA) for attached housing sites

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction

Objective: Provide off-site and on-site improvements or create grant/loan program to encourage developer-driven attached housing construction

Strategy: Develop policy & procedure for extending water, sewer & other utility mains to and/or throughout eligible development properties lacking adequate infrastructure

Strategy: Develop policy & procedure for providing transportation improvements to arterials roads leading to and/or throughout eligible development properties without adequate access

Strategy: Develop policy & procedure for installing water, sewer & other utility lateral lines throughout eligible development properties

Strategy: Develop policy & procedure for grant/loan program to extend water, sewer & other utility mains to and/or throughout eligible development properties lacking adequate infrastructure

Strategy: Develop policy & procedure for grant/loan program for transportation improvements to arterials roads leading to and/or throughout eligible development properties without adequate access

Strategy: Develop policy & procedure for grant/loan program for installing water, sewer & other utility lateral lines throughout eligible development properties

Strategy: Develop policy & procedure for grant/loan program for installing sidewalks and/or curb and gutter improvements through eligible development properties

Goal: Encourage more duplex, triplex and other attached multi-family infill construction

Objective: Increase supply of available land for infill attached housing

Strategy: Create purchase fund from local funding sources and/or other agency/entity sources

Strategy: Purchase smaller vacant/redevelopable lots suitable for attached infill housing

Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for attached infill housing

Strategy: Create a list of vacant land current available for development/purchase. Work with realtors to market properties for attached infill housing

Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for attached housing development

Objective: Encourage multi-family attached housing construction through site preparation assistance

Strategy: Prepare a preliminary site analysis (PSA) for target attached housing sites

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction

Objective: Encourage builder participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to builders

Goal: Encourage multi-family attached housing rehabilitation

Objective: Make home rehabilitation funding available to homeowners and/or landlords

Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior attached housing improvements

Strategy: Establish a home improvement grant/revolving loan fund specifically for interior attached housing improvements

Strategy: Establish a weatherization grant/revolving loan program for attached homes

Objective: Make home rehabilitation funding for code compliance available to attached housing owners/landlords

Strategy: Establish a code compliance grant/revolving loan fund for attached housing owners/landlords

Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation

Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible

Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department

Apartments

Reedsburg has a need for more apartments to house larger families with younger children. This need includes apartments affordable to lower income families, including land assembly and site preparation assistance. City assistance will be needed to encourage development of affordable apartments. Emphasis and assistance should be placed on three (3) bedroom apartments and could be included as part of a mixed-income or mixed-type development.

Goal: Encourage more apartment construction

Objective: Increase supply of available land for apartments

Strategy: Create purchase fund from local funding sources and/or other agency/entity sources

Strategy: Purchase larger vacant/redevelopable lots suitable for apartment development as part of a land purchase program

Objective: Encourage multi-family attached housing construction through site preparation assistance

Strategy: Prepare a preliminary site analysis (PSA) for target attached housing sites

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction

Objective: Encourage builder participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to builders

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Objective: Make home rehabilitation funding available to homeowners and/or landlords

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Strategy: Establish a home improvement grant/revolving loan fund specifically for interior attached housing improvements

Strategy: Establish a weatherization grant/revolving loan program for attached homes

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Goal: Encourage more apartment construction

Objective: Increase supply of available land for apartments

Strategy: Create purchase fund from local funding sources and/or other agency/entity sources

Strategy: Purchase larger vacant/redevelopable lots suitable for apartment development as part of a land purchase program

Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for apartments as part of a land banking program

Strategy: Develop land lease policy and procedures to allow for municipality to lease municipally-owned property to potential apartment developers

Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for apartment development

Objective: Encourage apartment construction through site preparation assistance

Strategy: Prepare a preliminary site analysis (PSA) for target apartment sites

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with apartment construction

Objective: Encourage developer participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers

Senior Living

There is some need for senior housing, which should include construction of smaller senior housing types as well as rehabilitation of

existing senior family homes to ensure they can remain in their current residence. Senior rental housing should also be developed as part of a larger mixed-income or mixed-housing type development or as part of individual stand-alone senior living rental housing.

Goal: Encourage more multi-family construction for seniors

Objective: Increase supply of available land for senior housing

Strategy: Create purchase fund from local funding sources and/or other agency/entity sources

Strategy: Purchase larger vacant/redevelopable lots suitable for multi-family senior development

Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for senior housing

Strategy: Develop land lease policy and procedures to allow for municipality to lease municipally-owned property to potential housing developers for senior housing

Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for senior housing development

Objective: Encourage developer/builder senior housing construction through site preparation assistance

Strategy: Prepare a preliminary site analysis (PSA) for target senior housing sites

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with senior housing construction

Strategy: Create demolition grant/loan fund, policies & regulations to assist developers with demolition associated with senior housing construction

Objective: Encourage homeowner, renter, landlord and developer participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers.

Goal: Encourage single-family owner-occupied rehabilitation for seniors

Objective: Provide housing rehabilitation assistance by/for senior homeowners

Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes

Strategy: Establish an interior accessibility grant/revolving loan program for owner-occupied homes

Strategy: Establish an exterior accessibility grant/revolving loan program for owner-occupied homes

Strategy: Establish a code compliance grant/revolving loan fund for home owners

Objective: Encourage senior homeowner participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to senior owners.

Affordable Housing

Reedsburg has considerable need to house lower income residents, especially families with children. The City will need to provide considerable assistance to buyers, renters, landlords, builders and developers to ensure lower income housing is built and existing housing in rehabilitated by and for lower income residents. The City will need to fully utilize State and Federal programs as well. Finally, any new larger development, including residential subdivisions, multi-family developments, apartment complexes, and mixed housing-type developments should include affordable housing a component of the project.

Goal: Encourage more affordable single-family and multi-family owner-occupied construction

Objective: Encourage construction of new owner-occupied single-family homes by developers for lower income buyers

Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied single-family housing

Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied multi-family housing

Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with senior housing construction

Strategy: Create demolition grant/loan fund, policies & regulations to assist developers with demolition associated with senior housing construction

Objective: Encourage homeowner, renter, landlord and developer participation in local, state, federal and non-profit housing assistance and initiatives

Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers.

Goal: Encourage single-family owner-occupied rehabilitation for seniors

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Strategy: Establish an interior accessibility grant/revolving loan program for owner-occupied homes

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Objective: Encourage senior homeowner participation in local, state, federal and non-profit housing assistance and initiatives

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Goal: Encourage more affordable single-family and multi-family owner-occupied construction

Objective: Encourage construction of new owner-occupied single-family homes by developers for lower income buyers

Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied single-family housing

Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied multi-family housing

Goal: Encourage more rental construction or supply for lower income renters

Objective: Encourage purchase or refinance of rental properties by landlords

Strategy: Make housing program funds available to landlords to purchase or refinance rental housing

Objective: Encourage construction of new affordable rental multi-family developments by developers

Strategy: Make housing program funds available to developers or landlords to build lower income rental housing

Objective: Encourage construction of new affordable rental infill multi-family housing by builders

Strategy: Make housing program funds available to developers or landlords to build lower income rental infill housing

Goal: Encourage more homeownership for lower income buyers

Objective: Encourage purchase of owner-occupied single-family or multi-family homes by lower income buyers

Strategy: Establish an owner-occupied purchase assistance program for lower income homebuyers

Strategy: Make housing program funds available to lower income buyers to purchase owner-occupied housing

Strategy: Establish an owner-occupied purchase & rehabilitation program for lower income homebuyers

Strategy: Make housing program funds available to lower income homebuyers to purchase and rehabilitate owner-occupied housing

Objective: Encourage more homeownership by utilizing housing program educational initiatives

Strategy: Establish homebuyer counseling program with available housing program funds

Strategy: Consolidate existing counseling programs

Goal: Encourage owner-occupied rehabilitation for lower income residents

Objective: Make home rehabilitation funding available to lower income homeowners

Strategy: Make housing program funds available to homeowners to rehabilitate LMI owner-occupied housing

Strategy: Perform local market survey to determine median housing value for use with government available housing program funds

Objective: Encourage owner-occupied housing acquisition and rehabilitation by investors for resale to lower income buyers

Strategy: Establish an owner-occupied purchase & rehabilitation program for investors for resale to lower income buyers

Strategy: Make housing program funds available to potential investors to purchase and rehabilitate

owner-occupied housing for resale to lower income buyers

Goal: Encourage rental rehabilitation for lower income renters

Objective: Make lower income rental rehabilitation funding available to landlords

Strategy: Make housing program funds available to landlords to rehabilitate lower income rental housing

Strategy: Perform local market survey to determine median rents for use with government housing program funds

Objective: Encourage purchase and rehabilitation of lower income rental properties by landlords

Strategy: Establish a lower-income rental purchase & rehabilitation program for landlords

Strategy: Make housing program funds available to potential landlords to purchase and rehabilitate lower income rental housing

Other Housing Initiatives and Administrative Tools

The City operates a Community Development Authority (CDA). Wisconsin Statutes §66.1335(1) state the purpose of a CDA is to carry out blight elimination, slum clearance, urban renewal programs and projects, and housing projects. The Statute also authorizes the CDA to act as the agent for the City in planning and carrying out community development programs and activities approved by the mayor and Common Council. The City should expand the functions of this body and utilize it to diagnose, oversee, and administer solutions to housing issues in the City.

Goal: Expand CDA program creation and administration

Objective: Take advantage of CDA resources to fund housing needs identified in this Plan

Strategy: Create a new construction lease-to-own program for low income residents using CDA funds

Strategy: Create a partnership between the CDA and a community development financial institution to revitalize neighborhoods by purchasing and rehabilitating foreclosed properties in order to provide affordable housing for low income families

The City also has a Historic Preservation Commission tasked with identifying, evaluating, educating, and advocating preservation of properties and cultural resources within the City. The Commission serves as a resource for homeowners to determine the historical significance of their property and to maintain the historical character through rehabilitation and renovation efforts. While the Commission cannot lawfully restrict renovations or maintenance to privately owned sites or structures, it is a valuable resource for citizens who wish to preserve the charm and history of their property.

Goal: Encourage the Historic Preservation Commission to help with expansion of multifamily housing stock and rehabilitation of old structures

Objective: Encourage the Historic Preservation Commission to identify non-residential historic structures that could be repurposed for residential use

Strategy: Consider forming a land bank that purchases buildings of historic significance in order to renovate and sell to residential developers

owner-occupied housing for resale to lower income buyers

Goal: Encourage rental rehabilitation for lower income renters

Objective: Make lower income rental rehabilitation funding available to landlords

Strategy: Make housing program funds available to landlords to rehabilitate lower income rental housing

Strategy: Perform local market survey to determine median rents for use with government housing program funds

Objective: Encourage purchase and rehabilitation of lower income rental properties by landlords

Strategy: Establish a lower-income rental purchase & rehabilitation program for landlords

Strategy: Make housing program funds available to potential landlords to purchase and rehabilitate lower income rental housing

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Objective: Encourage the Historic Preservation Commission to identify non-residential historic structures that could be repurposed for residential use

Strategy: Consider forming a land bank that purchases buildings of historic significance in order to renovate and sell to residential developers

Strategy: Consider working methods of working with property owners to rehabilitate historic structures before they become uninhabitable

Strategy: Consider an inventory list of non-residential properties that could potentially support infill residential development

Even though the City has a Historic Preservation Commission, the City's application to become a Certified Local Government was not approved. Becoming a Certified Local Government would allow access to grant funding for historic housing rehabilitation and other historic housing projects.

Goal: Establish support entities to administer housing funding and assistance programs

Objective: Re-apply to become a Certified Local Government (CLG)

Strategy: Establish contact with the Historic Preservation Commission in the Village of Sauk City to gain insights on successful historic preservation initiatives in this community

Strategy: Work with the State Historic Preservation Office to fill in any gaps to the City's application that prevented approval the first time the City applied

The City of Reedsburg has three base commercial zoning districts: Central Business (B1), General Business (B2), and Local Business (B3). The City allows one and two-family dwellings as permitted uses in B3 Districts, but does not allow two-family dwellings in B1 or B2 Districts. Multifamily dwellings are listed as conditional uses in B1 and B3

Districts. In addition, the City has smaller infill housing lots which may benefit from limited setback standards to allow for zero-lot line homes.

Goal: Create more flexibility within the Zoning Code for smaller single-family housing types or multi-family residential development

Objective: Allow for smaller single-family home types, such as zero-lot-line homes, on smaller residential lots

Strategy: Amend the zoning code to eliminate one of the side setbacks and allow for zero-lot line homes to be built on narrow lots in certain zoning districts

Objective: Allow for attached multifamily and apartment development within certain commercial zoning districts

Strategy: Streamline the review process for conditional use permits for multifamily developments in applicable commercial Districts

Strategy: Study commercial districts for the potential to allow as-of-right for multifamily development and amend the Zoning Code for the relevant districts as appropriate

Strategy: Consider amending the Zoning Code to create a mixed-use district that requires or incentivizes a mix of residential, commercial, office, recreational uses and other appropriate uses

Many of the identified housing needs and strategies could utilize State and Federal government assistance and funding. A number of government assistance and funding programs are directly available to homebuyers, renters, homeowners, developers, and landlords. However, other types of housing assistance and funding are only available to local governments and their partner organizations. In

particular, the US Department of Housing and Urban Development (HUD) offers assistance through a number of programs which could be utilized by local governments. One source of HUD funding is the HUD HOME Investment Partnerships Program (HOME). This community on its own does not currently qualify as a jurisdiction which can receive an annual allocation of HOME funds from HUD. However, this jurisdiction can apply for HOME funds on a project by project basis and gain assistance for specific identified housing projects and programs. Another option would be to work with Sauk County and other jurisdictions in forming a HOME consortium. With the support of other potential partners, Sauk County and other consortium members could qualify for an annual allocation of HOME funds due to the greater combined need of all consortium members. In addition, Community Development Block Grant (CDBG) as well as other State and Federal assistance funds can be used to complement HUD HOME funds and provide a wide range of housing financial and technical assistance.

Goal: Encourage increased utilization of local, State, Federal and Non-Profit Housing assistance Programs

Objective: Partner with local economic development organizations to support housing construction projects

Strategy: Work with the Reedsburg Industrial & Commercial Development Commission (RICDC) to promote workforce housing

Objective: Access HUD HOME funding programs

Strategy: Apply directly to the Department of Administration for rehabilitation, homebuyer assistance, renter assistance and rental housing development funding for identified affordable housing projects

Strategy: Contact Sauk County to measure interest and gain cooperation in forming a HUD HOME Consortium

Objective: Access CDBG funding programs

Strategy: Evaluate potential to apply for additional CDBG funds to support identified housing project and housing assistance programs

Objective: Make use of current fiscal resources to maximize local funding for identified housing projects and housing assistance programs

Strategy: Evaluate the effect of current impact fees and the potential for additional impact fees to fund improvements needed to encourage additional housing construction

Strategy: Evaluate the of current use of Tax Increment Financing to determine how TIF can be used to support identified housing projects

Strategy: Utilize existing Tax Increment Districts, such as TID #9, to promote workforce housing

Strategy: Utilize the affordable housing TIF extension program to create affordable housing and improve the condition of the housing stock

Objective: Identify and access other State, Federal and Non-Profit funding programs

Strategy: Identify designated Community Development Financial Institutions which operate in Sauk County and apply for any available funding for

particular, the US Department of Housing and Urban Development (HUD) offers assistance through a number of programs which could be utilized by local governments. One source of HUD funding is the HUD HOME Investment Partnerships Program (HOME). This community on its own does not currently qualify as a jurisdiction which can receive an annual allocation of HOME funds from HUD. However, this jurisdiction can apply for HOME funds on a project by project basis and gain assistance for specific identified housing projects and programs. Another option would be to work with Sauk County and other jurisdictions in forming a HOME consortium. With the support of other potential partners, Sauk County and other consortium members could qualify for an annual allocation of HOME funds due to the greater combined need of all consortium members. In addition, Community Development Block Grant (CDBG) as well as other State and Federal assistance funds can be used to complement HUD HOME funds and provide a wide range of housing financial and technical assistance.

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Strategy: Utilize existing Tax Increment Districts, such as TID #9, to promote workforce housing

Strategy: Utilize the affordable housing TIF extension program to create affordable housing and improve the condition of the housing stock

Objective: Identify and access other State, Federal and Non-Profit funding programs

Strategy: Identify designated Community Development Financial Institutions which operate in Sauk County and apply for any available funding for

identified housing projects and housing assistance programs

Strategy: Identify and solicit investor interest in utilizing opportunity zones, tax credits and other available financial incentives to invest in identified housing projects

Strategy: Identify additional State, Federal, and Non-Profit entities and apply for any available funding for identified housing projects and housing assistance programs

Goal: Address flooding issues through flood mitigation strategies

Objective: Pursue flood mitigation efforts to assist with flood damaged properties

Strategy: Identify flood damaged properties

Strategy: Pursue State and Federal emergency assistance funding for flood mitigation

Strategy: Purchase identified flood damaged properties, demolish damaged housing, add vacated land to open space inventory

Strategy: Construct flood mitigation improvements to protect properties from future flooding

Strategy: Assist developers and homeowners in accessing flood mitigation funds to build replacement housing for demolished homes

Strategy: Assist developers and homeowners in accessing flood mitigation funds to flood-proof housing at risk of flooding

Reedsburg should take the above goals, objectives and strategies and identify specific housing projects and initiatives which should be supported, encouraged and incentivized. Once specific housing projects are identified, the jurisdiction should ensure all assistance and incentives are identified which can support those projects. Such assistance and incentives could include any needed zoning amendments, land acquisition or assembly, infrastructure provision, grant or loan assistance funds, and the policies and procedures needed to work with housing developers and builders in promoting the construction identified housing projects. Once these steps are taken, developer and builder interest should be solicited through a Request for Qualifications or Request for Proposals process.

Goal: Provide process to encourage developer interest in targeted housing sites and projects

Objective: Proactively work with developers and investors to build identified housing projects on target properties

Strategy: Prepare site proposal packets for target sites, including any PSA and/or environmental assessment and/or remediation Report, and distribute to developers and other potential project partners

Reedsburg Housing Goals, Objectives and Strategies					
Single- Family Housing	Priority	Responsibility	Funding	Timeframe	
Goal: Encourage more single-family owner-occupied infill construction	1 2 3				
Objective: Increase supply of available land for single-family infill housing.					
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources		City/ Housing Agencies	Staff Time	Ongoing	
Strategy: Purchase smaller vacant/redevelopable lots suitable for infill development		City	\$50,000* + \$75,000 initial year investment	Ongoing	
Strategy: Acquire lots which have become vacant due to a raze or repair program		City	\$25,000*	Ongoing	
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties suitable for infill development		City	\$75,000	Ongoing	
Strategy: Create a list of vacant land currently available land for development/purchase, work with realtors to market properties for infill development		City	Staff Time	Ongoing	
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential builders for single-family infill development		City	Staff Time	Ongoing	
Objective: Encourage developer/builder participation in local, state, federal and non-profit housing assistance and initiatives	1 2 3				
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to developers/builders.		City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs	
Goal: Encourage single-family owner-occupied rehabilitation	1 2 3				
Objective: Make home rehabilitation funding available to homeowners					
Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior owner-occupied housing improvements		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing	
Strategy: Establish a home improvement grant/revolving loan fund specifically for interior owner-occupied housing improvements		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing	
Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing	
Objective: Make home rehabilitation funding for code compliance available to homeowners	1 2 3				
Strategy: Establish a code compliance grant/revolving loan fund for home owners		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing	
Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation	1 2 3				
Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible		City	Staff Time	Ongoing	
Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department		City/County	Staff Time	Ongoing	

Reedsburg Housing Goals, Objectives and Strategies				
Single- Family Housing	Priority	Responsibility	Funding	Timeframe
Goal: Encourage more single-family owner-occupied infill construction	1 2 3			
Objective: Increase supply of available land for single-family infill housing.		City/ Housing Agencies	Staff Time	Ongoing
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources		City	\$50,000* + \$75,000 initial year investment	Ongoing
Strategy: Purchase smaller vacant/redevelopable lots suitable for infill development		City	\$25,000*	Ongoing
Strategy: Acquire lots which have become vacant due to a raze or repair program.		City	\$75,000	Ongoing
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties suitable for infill development.		City	Staff Time	Ongoing
Strategy: Create a list of vacant land currently available land for development/purchase, work with realtors to market properties for infill development		City	Staff Time	Ongoing
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential builders for single-family infill development	1 2 3			
Objective: Encourage developer/builder participation in local, state, federal and non-profit housing assistance and initiatives		City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to developers/builders.				
Goal: Encourage single-family owner-occupied rehabilitation	1 2 3			
Objective: Make home rehabilitation funding available to homeowners		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior owner-occupied housing improvements		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a home improvement grant/revolving loan fund specifically for interior owner-occupied housing improvements		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes				
Objective: Make home rehabilitation funding for code compliance available to homeowners	1 2 3	City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a code compliance grant/revolving loan fund for home owners		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation	1 2 3			
Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible		City	Staff Time	Ongoing
Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department		City/County	Staff time	Ongoing

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Goal: Encourage more homeownership					1 2 3			
Objective: Encourage homeowner and renter participation in local, state, federal and non-profit housing assistance and initiatives								
Strategy: Develop & distribute local assistance programs list to owners looking to sell their existing home and purchase another						City	Staff Time	Ongoing
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to renters who may be looking to purchase						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Objective: Encourage owner-occupied acquisition and rehabilitation by builders/investors for resale (flippers)					1 2 3			
Strategy: Establish an owner-occupied purchase & rehabilitation incentive program for builders/investors						City/ CHDO/ Housing Partners	\$40,000* + \$90,000 initial year investment	Ongoing
Townhome/Duplex/Condo								
Goal: Encourage more owner-occupied attached housing construction					1 2 3			
Objective: Encourage developer-driven attached housing construction through site preparation assistance								
Strategy: Prepare a preliminary site analysis (PSA) for attached housing sites						City	\$25,000*	Ongoing
Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction						City	\$40,000-80,000*	Ongoing
Objective: Provide off-site and on-site improvements or create grant/loan program to encourage developer-driven attached housing construction					1 2 3			
Strategy: Develop policy & procedure for extending water, sewer & other utility mains to and/or throughout eligible development properties lacking adequate infrastructure						City/ State Agency	\$400,000	3-5 yrs
Strategy: Develop policy & procedure for providing transportation improvements to arterials roads leading to and/or throughout eligible development properties without adequate access						City/ State Agency	\$400,000	3-5 yrs
Strategy: Develop policy & procedure for installing water, sewer & other utility lateral lines throughout eligible development properties						City/ State Agency	\$300,000	3-5 yrs
Strategy: Develop policy & procedure for grant/loan program to extend water, sewer & other utility mains to and/or throughout eligible development properties lacking adequate infrastructure						City/ State Agency	\$400,000	3-5 yrs
Strategy: Develop policy & procedure for grant/loan program for transportation improvements to arterials roads leading to and/or throughout eligible development properties without adequate access						City/ State Agency	\$400,000	3-5 yrs
Strategy: Develop policy & procedure for grant/loan program for installing water, sewer & other utility lateral lines throughout eligible development properties						City/ State Agency	\$300,000	3-5 yrs
Strategy: Develop policy & procedure for grant/loan program for installing sidewalks and/or curb and gutter improvements through eligible development properties						City/ State Agency	\$300,000	3-5 yrs

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Goal: encourage more duplex, triplex and other attached multi-family infill construction					1 2 3			
Objective: Increase supply of available land for infill attached housing.								
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources						City/ Housing Agencies	Staff Time	Ongoing
Strategy: Purchase smaller vacant/redevelopable lots suitable for attached infill housing						City	\$50,000* + \$75,000 initial year investment	Ongoing
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for attached infill housing						City	\$75,000	Ongoing
Strategy: Create a list of vacant land current available for development/purchase. Work with realtors to market properties for attached infill housing						City	Staff Time	Ongoing
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for attached housing development						City	Staff Time	Ongoing
Objective: Encourage multi-family attached housing construction through site preparation assistance					1 2 3			
Strategy: Prepare a preliminary site analysis (PSA) for target attached housing sites						City	\$25,000*	Ongoing
Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction						City	\$40,000-80,000*	Ongoing
Objective: Encourage builder participation in local, state, federal and non-profit housing assistance and initiatives					1 2 3			
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to builders						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Goal: Encourage multi-family attached housing rehabilitation					1 2 3			
Objective: Make home rehabilitation funding available to homeowners and/or landlords								
Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior attached housing improvements						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a home improvement grant/revolving loan fund specifically for interior attached housing improvements						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a weatherization grant/revolving loan program for attached homes						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a flood mitigation grant/loan program to repair or demolish or replace attached homes using available local, State and Federal funding						City/State Agencies	TBD	<2 yrs
Objective: Make home rehabilitation funding for code compliance available to attached housing owners/landlords					1 2 3			
Strategy: Establish a code compliance grant/revolving loan fund for attached housing owners/landlords						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation					1 2 3			
Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible						City	Staff Time	Ongoing
Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department						City/County	Staff Time	Ongoing

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Goal: Encourage more duplex, triplex and other attached multi-family infill construction					1 2 3			
Objective: Increase supply of available land for infill attached housing						City/ Housing Agencies	Staff Time	Ongoing
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources						City	\$50,000* + \$75,000 initial year investment	Ongoing
Strategy: Purchase smaller vacant/redevelopable lots suitable for attached infill housing						City	\$75,000	Ongoing
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for attached infill housing						City	Staff Time	Ongoing
Strategy: Create a list of vacant land current available for development/purchase. Work with realtors to market properties for attached infill housing						City	Staff Time	Ongoing
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for attached housing development					1 2 3			
Objective: Encourage multi-family attached housing construction through site preparation assistance						City	\$25,000*	Ongoing
Strategy: Prepare a preliminary site analysis (PSA) for target attached housing sites						City	\$40,000-80,000*	Ongoing
Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with attached housing construction					1 2 3			
Objective: Encourage builder participation in local, state, federal and non-profit housing assistance and initiatives						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to builders								
Goal: Encourage multi-family attached housing rehabilitation					1 2 3			
Objective: Make home rehabilitation funding available to homeowners and/or landlords						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a home improvement grant/revolving loan fund specifically for exterior attached housing improvements						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a home improvement grant/revolving loan fund specifically for interior attached housing improvements						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a weatherization grant/revolving loan program for attached homes						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a flood mitigation grant/loan program to repair or demolish or replace attached homes using available local, State and Federal funding					1 2 3	City/State Agencies	TBD	<2 yrs
Objective: Make home rehabilitation funding for code compliance available to attached housing owners/landlords						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a code compliance grant/revolving loan fund for attached housing owners/landlords					1 2 3			
Objective: Establish code enforcement policies and procedures to encourage housing construction and/or rehabilitation						City	Staff Time	Ongoing
Strategy: Develop raze or repair policies and procedures to require dilapidated properties to be repaired or demolished if repair not feasible						City/County	Staff Time	Ongoing
Strategy: Create policy and procedures which coordinate municipal code enforcement with County health department								

Reedsburg Housing Goals, Objectives and Strategies					
Apartment	Priority	Responsibility	Funding	Timeframe	
Goal: Encourage more apartment construction					
Objective: Increase supply of available land for apartments	1 2 3	City/ Housing Agencies	Staff Time	Ongoing	
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources					
Strategy: Purchase larger vacant/redevelopable lots suitable for apartment development as part of a land purchase program		City	\$60,000* + \$90,000 initial year investment	Ongoing	
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for apartments as part of a land banking program		City	\$75,000	Ongoing	
Strategy: Develop land lease policy and procedures to allow for municipality to lease municipally-owned property to potential apartment developers		City	Staff Time	Ongoing	
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for apartment development		City	Staff Time	Ongoing	
Objective: Encourage apartment construction through site preparation assistance	1 2 3				
Strategy: Prepare a preliminary site analysis (PSA) for target apartment sites		City	\$25,000*	Ongoing	
Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with apartment construction		City	\$40,000-80,000*	Ongoing	
Objective: Encourage developer participation in local, state, federal and non-profit housing assistance and initiatives	1 2 3				
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers		City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs	
Senior Living					
Goal: Encourage more multi-family construction for senior					
Objective: Increase supply of available land for senior housing	1 2 3				
Strategy: Create purchase fund from local funding sources and/or other agency/entity sources		City/ Housing Agencies	Staff Time	Ongoing	
Strategy: Purchase larger vacant/redevelopable lots suitable for multi-family senior development		City	\$60,000* + \$90,000 initial year investment	Ongoing	
Strategy: Purchase vacant/redevelopable properties, sell properties for profit and use proceeds to purchase additional/better properties for senior housing		City	\$75,000	Ongoing	
Strategy: Develop land lease policy and procedures to allow for municipality to lease municipally-owned property to potential housing developers for senior housing		City	Staff Time	Ongoing	
Strategy: Develop land donation or reduced price policy and procedures to allow for municipality to donate or discount municipally-owned property to potential developers for senior housing development		City	Staff Time	Ongoing	
Objective: Encourage developer/builder senior housing construction through site preparation assistance	1 2 3				
Strategy: Prepare a preliminary site analysis (PSA) for target senior housing sites		City	\$25,000*	Ongoing	
Strategy: Create environmental assessment and/or remediation grant/loan fund, policies & regulations to assist developers with environmental assessment and/or remediation costs associated with senior housing construction		City	\$40,000-80,000*	Ongoing	
Strategy: Create demolition grant/loan fund, policies & regulations to assist developers with demolition associated with senior housing construction		City	\$40,000* + initial year investment	Ongoing	

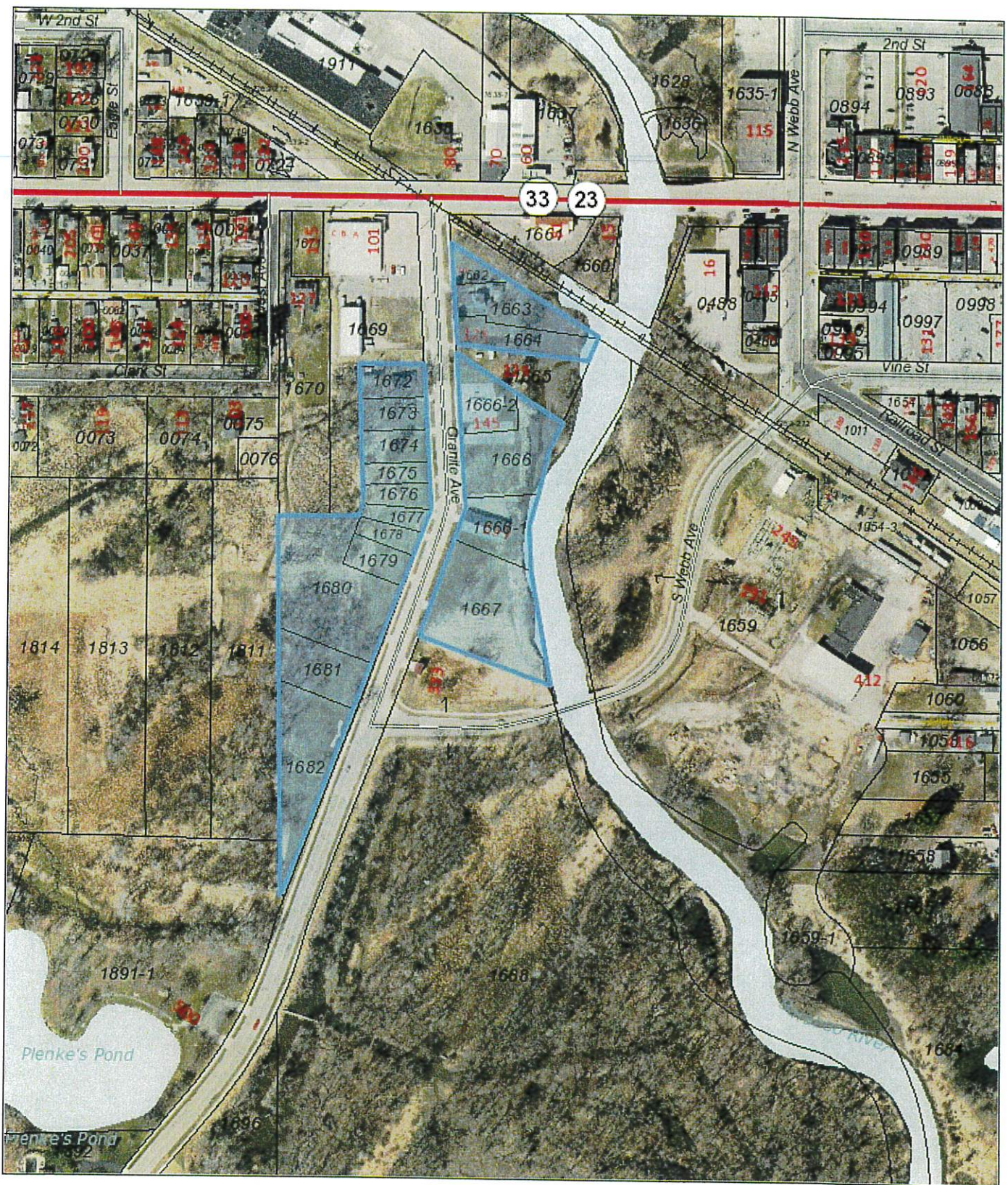
Readsburg Housing Goals, Objectives and Strategies				
Objective	Priority	Responsibility	Funding	Timeframe
Objective: Encourage homeowner, renter, landlord and developer participation in local, state, federal and non-profit housing assistance and initiatives	1 2 3			
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers.		City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Goal: Encourage single-family owner-occupied rehabilitation for seniors				
Objective: Provide housing rehabilitation assistance by/for senior homeowners	1 2 3			
Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish an interior accessibility grant/revolving loan program for owner-occupied homes		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish an exterior accessibility grant/revolving loan program for owner-occupied homes		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a code compliance grant/revolving loan fund for home owners		City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Objective: Encourage senior homeowner participation in local, state, federal and non-profit housing assistance and initiatives	1 2 3			
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to senior owners.		City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Affordable Housing				
Goal: Encourage more affordable single-family and multi-family owner-occupied construction				
Objective: Encourage construction of new owner-occupied single-family homes by developers for lower income buyers	1 2 3			
Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied single-family housing		City/ Housing Agencies	TBD	Ongoing
Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied multi-family housing		City/ Housing Agencies	TBD	Ongoing
Goal: Encourage more rental construction or supply for lower income renters				
Objective: Encourage purchase or refinance of rental properties by landlords	1 2 3			
Strategy: Make housing program funds available to landlords to purchase or refinance rental housing		City/ Housing Agencies/ Housing Partners	\$40,000* + \$90,000 initial year investment	Ongoing
Objective: Encourage construction of new affordable rental multi-family developments by developers	1 2 3			
Strategy: Make housing program funds available to developers or landlords to build lower income rental housing		City/ Housing Agencies	TBD	Ongoing

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Objective: Encourage homeowner, renter, landlord and developer participation in local, state, federal and non-profit housing assistance and initiatives					1 2 3			
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs to developers.						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Goal: Encourage single-family owner-occupied rehabilitation for seniors								
Objective: Provide housing rehabilitation assistance by/for senior homeowners					1 2 3			
Strategy: Establish a weatherization grant/revolving loan program for owner-occupied homes						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish an interior accessibility grant/revolving loan program for owner-occupied homes						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish an exterior accessibility grant/revolving loan program for owner-occupied homes						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Establish a code compliance grant/revolving loan fund for home owners						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Objective: Encourage senior homeowner participation in local, state, federal and non-profit housing assistance and initiatives					1 2 3			
Strategy: Develop & distribute local, state, federal and non-profit housing assistance programs list to senior owners.						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Affordable Housing Goal: Encourage more affordable single-family and multi-family owner-occupied construction								
Objective: Encourage construction of new owner-occupied single-family homes by developers for lower income buyers					1 2 3			
Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied single-family housing						City/ Housing Agencies	TBD	Ongoing
Strategy: Make housing program funds available to developers to build lower income or mixed-income owner-occupied multi-family housing						City/ Housing Agencies	TBD	Ongoing
Goal: Encourage more rental construction or supply for lower income renters								
Objective: Encourage purchase or refinance of rental properties by landlords					1 2 3			
Strategy: Make housing program funds available to landlords to purchase or refinance rental housing						City/ Housing Agencies/ Housing Partners	\$40,000* + \$90,000 initial year investment	Ongoing
Objective: Encourage construction of new affordable rental multi-family developments by developers					1 2 3			
Strategy: Make housing program funds available to developers or landlords to build lower income rental housing						City/ Housing Agencies	TBD	Ongoing

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Objective: Encourage construction of new affordable rental infill multi-family housing by builders					1 2 3			
Strategy: Make housing program funds available to developers or landlords to build lower income rental infill housing						City/ Housing Agencies	TBD	Ongoing
Goal: Encourage more homeownership for lower income buyers								
Objective: Encourage purchase of owner-occupied single-family or multi-family homes by lower income buyers					1 2 3			
Strategy: Establish an owner-occupied purchase assistance program for lower income homebuyers						City/ Housing Agencies/ Housing Partners/CDHO	Staff Time	<2 yrs
Strategy: Make housing program funds available to lower income buyers to purchase owner-occupied housing						City/ Housing Agencies/ Housing Partners/CDHO	\$40,000* + \$90,000 initial year investment	Ongoing
Strategy: Establish an owner-occupied purchase & rehabilitation program for lower income homebuyers						City/ Housing Agencies/ Housing Partners/CDHO	Staff Time	<2 yrs
Strategy: Make housing program funds available to lower income homebuyers to purchase and rehabilitate owner-occupied housing						City/ Housing Agencies/ Housing Partners/CDHO	\$40,000* + \$90,000 initial year investment	Ongoing
Objective: Encourage more homeownership by utilizing housing program educational initiatives					1 2 3			
Strategy: Establish homebuyer counseling program with available housing program funds						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Strategy: Consolidate existing counseling programs						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Goal: Encourage owner-occupied rehabilitation for lower income residents								
Objective: Make home rehabilitation funding available to lower income homeowners					1 2 3			
Strategy: Make housing program funds available to homeowners to rehabilitate LMI owner-occupied housing						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Perform local market survey to determine median housing value for use with government available housing program funds						City	\$20,000	<2 yrs
Objective: Encourage owner-occupied housing acquisition and rehabilitation by investors for resale to lower income buyers					1 2 3			
Strategy: Establish an owner-occupied purchase & rehabilitation program for investors for resale to lower income buyers						City/ Housing Agencies/ Housing Partners	Staff Time	<2 yrs
Strategy: Make housing program funds available to potential investors to purchase and rehabilitate owner-occupied housing for resale to lower income buyers						City/ Housing Agencies/ Housing Partners	\$40,000* + \$90,000 initial year investment	Ongoing

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Goal: Encourage rental rehabilitation for lower income renters Objective: Make lower income rental rehabilitation funding available to landlords	1	2	3			City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Make housing program funds available to landlords to rehabilitate lower income rental housing	1	2	3			City	\$20,000	<2 yrs
Strategy: Perform local market survey to determine median rents for use with government housing program funds Objective: Encourage purchase and rehabilitation of lower income rental properties by landlords	1	2	3			City/ Housing Agencies/ Housing Partners/CDHO	Staff Time	<2 yrs
Strategy: Establish a lower-income rental purchase & rehabilitation program for landlords	1	2	3			City/ Housing Agencies/ Housing Partners/CDHO	\$40,000* + \$90,000 initial year investment	<2 yrs
Strategy: Make housing program funds available to potential landlords to purchase and rehabilitate lower income rental housing	1	2	3			City	TBD	3-5 yrs
Strategy: Create a new construction lease-to-own program for low income residents using CDA funds Strategy: Create a partnership between the CDA and a community development financial institution to revitalize neighborhoods by purchasing and rehabilitating foreclosed properties in order to provide affordable housing for low income families	1	2	3			City/Housing Partners	TBD	Ongoing
Goal: Encourage the Historic Preservation Commission to help with expansion of multifamily housing stock and rehabilitation of old structures Objective: Encourage the Historic Preservation Commission to identify non-residential historic structures that could be repurposed for residential use	1	2	3			City/State Agencies	TBD	3-5 yrs
Strategy: Consider forming a land bank that purchases buildings of historic significance in order to renovate and sell to residential developers	1	2	3			City/State Agencies	TBD	Ongoing
Strategy: Consider working methods of working with property owners to rehabilitate historic structures before they become uninhabitable	1	2	3			City/State Agencies	TBD	<2 yrs
Strategy: Consider an inventory list of non-residential properties that could potentially support infill residential development	1	2	3			City/State Agencies	TBD	<2 yrs
Goal: Establish support entities to administer housing funding and assistance programs Objective: Re-apply to become a Certified Local Government	1	2	3			City/State Agencies	Staff Time	<2 yrs
Strategy: Establish contact with the Historic Preservation Commission in the Village of Sauk City to gain insights on successful historic preservation initiatives in this community	1	2	3			City/State Agencies	Staff Time	3-5 yrs
Strategy: Work with the State Historic Preservation Office to fill in any gaps to the City's application that prevented approval the first time the City applied	1	2	3			City	Staff Time	<2 yrs
Goal: Create more flexibility within the zoning code for smaller single-family housing types or multi-family residential development Objective: Allow for smaller single-family home types, such as zero-lot-line homes, on smaller residential lots	1	2	3			City	Staff Time	<2 yrs
Strategy: Amend the zoning code to eliminate one of the side setbacks and allow for zero-lot line homes to be built on narrow lots in certain zoning districts	1	2	3			City	Staff Time	<2 yrs

Reedsburg Housing Goals, Objectives and Strategies					Priority	Responsibility	Funding	Timeframe
Goal: Encourage rental rehabilitation for lower income renters					1 2 3			
Objective: Make lower income rental rehabilitation funding available to landlords						City/ CHDO/ Housing Partners	\$25,000* + \$75,000 initial year investment	Ongoing
Strategy: Make housing program funds available to landlords to rehabilitate lower income rental housing						City	\$20,000	<2 yrs
Strategy: Perform local market survey to determine median rents for use with government housing program funds					1 2 3			
Objective: Encourage purchase and rehabilitation of lower income rental properties by landlords						City/ Housing Agencies/ Housing Partners/CDHO	Staff Time	<2 yrs
Strategy: Establish a lower-income rental purchase & rehabilitation program for landlords								
Strategy: Make housing program funds available to potential landlords to purchase and rehabilitate lower income rental housing						City/ Housing Agencies/ Housing Partners/CDHO	\$40,000* + \$90,000 initial year investment	<2 yrs
Other Housing Initiatives and Administrative Tools								
Goal: Expand CDA program creation and administration					1 2 3			
Objective: Take advantage of CDA resources to fund housing needs identified in this Plan						City	TBD	3-5 yrs
Strategy: Create a new construction lease-to-own program for low income residents using CDA funds								
Strategy: Create a partnership between the CDA and a community development financial institution to revitalize neighborhoods by purchasing and rehabilitating foreclosed properties in order to provide affordable housing for low income families						City/Housing Partners	TBD	Ongoing
Goal: Encourage the Historic Preservation Commission to help with expansion of multifamily housing stock and rehabilitation of old structures								
Objective: Encourage the Historic Preservation Commission to identify non-residential historic structures that could be repurposed for residential use					1 2 3			
Strategy: Consider forming a land bank that purchases buildings of historic significance in order to renovate and sell to residential developers						City/State Agencies	TBD	3-5 yrs
Strategy: Consider working methods of working with property owners to rehabilitate historic structures before they become uninhabitable						City/State Agencies	TBD	Ongoing
Strategy: Consider an inventory list of non-residential properties that could potentially support infill residential development						City/State Agencies	TBD	<2 yrs
Goal: Establish support entities to administer housing funding and assistance programs					1 2 3			
Objective: Re-apply to become a Certified Local Government								
Strategy: Establish contact with the Historic Preservation Commission in the Village of Sauk City to gain insights on successful historic preservation initiatives in this community						City/State Agencies	Staff Time	<2 yrs
Strategy: Work with the State Historic Preservation Office to fill in any gaps to the City's application that prevented approval the first time the City applied						City/State Agencies	Staff Time	3-5 yrs
Goal: Create more flexibility within the zoning code for smaller single-family housing types or multi-family residential development								
Objective: Allow for smaller single-family home types, such as zero-lot-line homes, on smaller residential lots					1 2 3			
Strategy: Amend the zoning code to eliminate one of the side setbacks and allow for zero-lot line homes to be built on narrow lots in certain zoning districts						City	Staff Time	<2 yrs



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 277'

CITY OF REEDSBURG

134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 7/13/2023

ORDINANCE NO. 1958-23
(Zoning Change – Parcel 276-0314-20000)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE.

Consider rezoning property from Agricultural to B-2 Business.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

Lot 1 of Parcel 276-0314-20000 as based on attached Certified Survey Map
Reedsburg, Wisconsin, is hereby zoned B-2 Business.

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 690.

Dated this 24th day of July 2023.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:

June 26, 2023

Public Hearing Noticed:

July 6, 2023 & July 13, 2023

2nd Reading at Council/Public Hearing:

July 24, 2023

Published, Enactment Date:

August 3, 2023

Staff Report

DATE: June 13, 2023; Council – July 24, 2023 (2nd reading)

APPLICANT: Mark Bush (Dollar General)

LOCATION: NW corner of W Main St & Alexander Ave & City View Dr; Parcel 276-0314-20000

ZONING: Currently Agricultural

PROPOSED LAND USE REQUEST: CSM; Rezoning

DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider CSM to divide parent parcel into two parcels and rezone Lot 1 to B-2 Business

General Findings

SURROUNDING LAND USES:

- North – Ag
- West – Ag, Residential
- South – Multi-family Residential
- East – Residential, Commercial

ZONING:

- North – Ag
- West – Ag
- South – R-3 Residential
- East – R-2 Residential, B-2 Business

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: Hwy 23, Alexander Ave, City View Dr; 100' ROW, 66' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Commercial

COMMENTS

AMBULANCE:

FIRE:

POLICE:

PUBLIC WORKS:

SCHOOL:

UTILITIES:

OTHER:

STAFF COMMENTS: The property was annexed earlier this year. Dollar General proposes to buy only a portion of the lot. The Kruegers would maintain ownership of the north lot.

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

APPLICANT: Mark Bush

ADDRESS: 361 Summit Blvd, Suite 110 **CITY:** Birmingham **STATE:** AL

ZIP: 35243 **PHONE:** 205-968-9220 **PARCEL #:** _____

E-MAIL: mbush@cgpri.com

PROPERTY OWNER: (if different from Applicant) James & Rebecca Krueger

LOCATION: (if different from address above) Parcel # 030-0286-00000, Reedsburg, WI

LAND USE REQUEST

(Please describe one or more as applicable – attach extra pages/maps if necessary)

☐ **Certified Survey Map (CSM):** To be provided at a later date

☐ **Conditional Use Permit:** N/A

For **CONDITIONAL USE PERMIT** requests, also answer "A, B & C" on back page.

☐ **Preliminary Plat:** _____ **Final Plat:** _____ **Name of Plat:** _____

☐ **Rezoning - From:** Agricultural **To:** B-2 General Business **TID #** _____

☐ **Site Plan Review:** (See "B & C" on back page) Full plans to be submitted at later date. See attached conceptual plan.

☐ **Zoning Appeal / Interpretation:** _____

☐ **Zoning Variance:** Parking count reduction from 43 spaces to 35 spaces.

For **VARIANCE** requests, also answer "D" on back page.

☐ **Other or Annexation:** N/A

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes and for a temporary Zoning sign to be placed in my yard prior to the meeting.

Mark Bush | 5/1/23

Applicant Signature / Date

James J. Krueger | 5/4/23

Owner Signature / Date

Rebecca Krueger

Account #10-461500-00

**The applicant or representative
MUST ATTEND the meeting(s).**

G:\wpnet\Zoning - Planning\Land Use Appl.doc

Cond Use Permit	\$200	_____
Cond Use-Agriculture	\$400	_____
Variance	\$125	_____
Rezoning	\$200	_____
C.S.M.	\$175	_____
Subdivision Plat	\$610	_____
- w/ Stormwater Plan	\$100	_____
Site Plan Review	\$175	_____
Annexation	\$200	_____
Plan Amend	\$200	_____
Date Paid		_____
Receipt #		_____

A. Please describe how your request meets each of the following Conditional Use standards, as applicable.

- A. Proposed operation. No conditional use shall be approved by the Plan Commission unless it finds that the use for which such permit is sought will not be injurious to the neighborhood or otherwise detrimental to the public welfare and will be in harmony with the general purpose of this chapter and will not place demands on fire, police, or other public resources in excess of current capacity.
- B. Character and use of adjoining buildings and those in the vicinity. The proposed conditional land use shall not involve uses, activities, processes, materials, or equipment that would create a substantially negative impact on other conforming properties in the area by reason of traffic, noise, smoke, fumes, glare, and odors.
- C. Utilities. The proposed conditional land use will be adequately served by electric, water & sewer facilities and refuse collection & disposal services.

B. Please describe how your request meets each of the following Site Plan standards, as applicable.

- A. Topography and vegetation. The site plan shall be designed so that there is a limited amount of change in the overall natural contours of the site and shall minimize reshaping in favor of designing the project to respect existing features of the site in relation to topography, the size and type of the lot, the character of adjoining property, the minimization of tree and soil removal and the type and size of buildings. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter.
- B. Stormwater. Special attention shall be given to proper site drainage so that removal of stormwaters will not adversely affect neighboring properties.
- C. Emergency Services. All buildings shall be so arranged as to permit emergency vehicle access by some practical means.
- D. Exterior lighting shall be arranged as follows:
 - (1) It is deflected away from adjacent properties.
 - (2) It does not impede the vision of traffic along adjacent streets.
 - (3) It does not unnecessarily illuminate night skies.
- E. Traffic generation, circulation and parking areas. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian or bicycle pathways in the area.
- F. Architectural plans; existing and proposed structures. The proposed conditional land use shall be designed, constructed, operated, and maintained so to complement the surrounding area. Physical buffers shall be added as needed for neighboring conformance.
- G. Consistency with other plans and statutes. Site plans shall conform to all applicable requirements of City, state and federal statutes and the City of Reedsburg Comprehensive Plan, and approval may be conditioned on the applicant receiving necessary City, state and federal permits.

C. Site Plan Requirements, as applicable.

- (A) North arrow
- (B) Location of property lines, dimensions, and setbacks.
- (C) Location of existing and proposed public roads, rights-of-way and private easements of record.
- (D) Location of existing water bodies, surface drainage ways, stormwater controls, floodplains, and wetlands.
- (E) Location of existing and proposed buildings.
- (F) Location of parking areas and all exterior lighting.
- (G) Location of all loading / unloading areas.
- (H) Location of all sidewalks, walkways, bicycle paths and areas for public use.
- (I) Location of all utilities on the site.
- (J) Location and specifications for all fences, walls, and other screening features.
- (K) Location and specifications for all existing and proposed perimeter and internal landscaping.
- (L) Location and specifications for screening of all trash receptacles and other solid waste disposal facilities.
- (M) Location and specifications for proposed signs.
- (N) Elevation drawings for proposed commercial structures.
- (P) Floor plans, when needed to determine the number of parking spaces required.

D. Please describe how your request meets each of the following Variance standards. Attach additional pages if needed.

To grant a variance, the Board of Appeals must find four things:

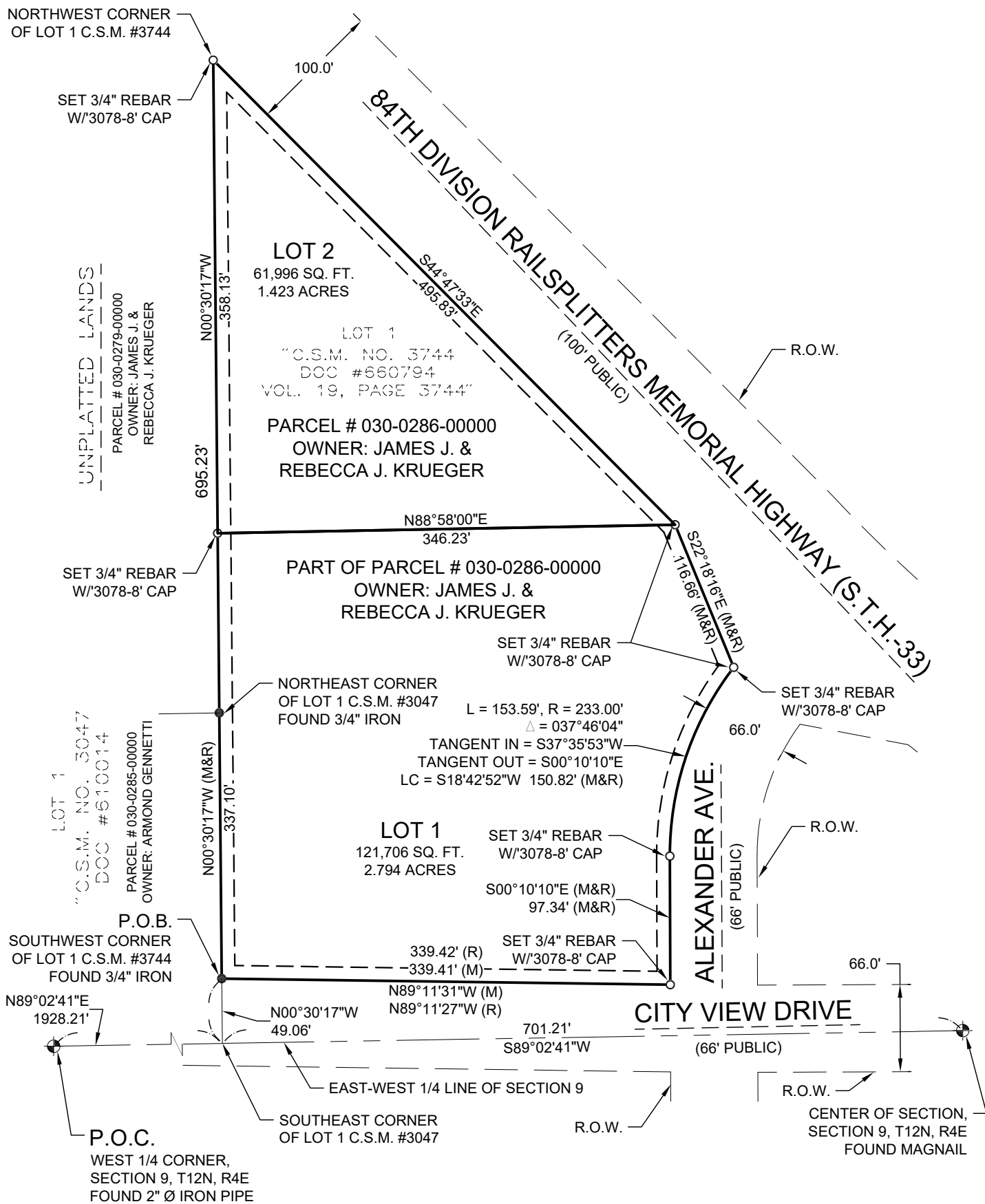
- 1) The variance will not be contrary to the public interest.
- 2) Substantial justice will be done by granting the variance.
- 3) The variance is needed so that the spirit of the ordinance is observed.
- 4) Due to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

Variance Hardship. A property owner bears the burden of proving "unnecessary hardship" by demonstrating either of the following:

- 1) For an area variance, that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property for a permitted purpose or would render conformity with the zoning ordinance unnecessarily burdensome.
- 2) For a use variance, that strict compliance with a zoning ordinance would leave the property owner with no reasonable use of the property in the absence of a variance. In both situations, the property owner bears the burden of proving that the unnecessary hardship is based on conditions unique to the property, rather than personal considerations, and that the unnecessary hardship was not created by the property owner.

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 9, TOWN 12 NORTH, RANGE 4 EAST,
TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN



MATTHEW T. MOKANYK PLS 3078-8

DATE _____

The basis for bearings is: BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATES, SOUTH ZONE, NAD 83 (1991), ALONG THE EAST-WEST 1/4 LINE OF SECTION 9 FROM THE WEST 1/4 CORNER TO THE CENTER OF SECTION, SECTION 9, TOWN 12 NORTH, RANGE 4 EAST, MEASURED AS N89°02'41"E.

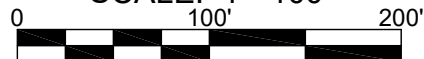
LEGEND

- SET 3/4"x24" IRON REBAR 1.502 LBS./LIN. FT
- FOUND IRON
- ▲ FOUND MAG NAIL
- (R) RECORDED AS

Job: 23444004
Date: 05/23/23
Drawn: CEL
Chk'd.: M.T.M.
Sheet: 1 of 2 Sheets



SCALE: 1"=100'



CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 9, TOWN 12 NORTH, RANGE 4 EAST,
TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN

I, MATTHEW MOKANYK, BEING A DULY LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 12 NORTH, RANGE 4 EAST, TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 9; THENCE NORTH 89°02'41" EAST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION A DISTANCE OF 1928.21 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF C.S.M. NO. 3047, RECORDED IN DOC# 610014, SAUK COUNTY RECORDS; THENCE NORTH 00°30'17" WEST ALONG THE EAST LINE OF SAID C.S.M. A DISTANCE OF 49.06 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF C.S.M. NO. 3744, RECORDED IN DOC # 660794, VOL. 19, PAGE 3744, SAUK COUNTY RECORDS, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°30'17" WEST ALONG SAID LINE A DISTANCE OF 695.23 FEET TO THE NORTHWEST CORNER OF SAID C.S.M. AND THE SOUTHERLY RIGHT OF WAY OF 84TH DIVISION RAILSPLITTERS MEMORIAL HIGHWAY (S.T.H.-33)(100' PUBLIC); THENCE SOUTH 44°47'33" EAST ALONG SAID LINE A DISTANCE OF 495.83 FEET; THENCE SOUTH 22°18'16" EAST ALONG SAID LINE A DISTANCE OF 116.66 FEET TO THE EAST LINE OF SAID C.S.M. AND THE WESTERLY RIGHT OF WAY OF ALEXANDER AVENUE (66' PUBLIC); THENCE SOUTHWESTERLY ALONG SAID LINE A DISTANCE OF 153.59 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 233.00 FEET, A CENTRAL ANGLE OF 37°46'04", AND A CHORD BEARING SOUTH 18°42'52" WEST 150.82 FEET; THENCE SOUTH 00°10'10"E ALONG SAID LINE A DISTANCE OF 97.34 FEET TO THE SOUTHEAST CORNER OF SAID C.S.M. AND THE NORTHERLY RIGHT OF WAY OF CITY VIEW DRIVE (66' PUBLIC); THENCE NORTH 89°11'31" WEST ALONG SAID LINE A DISTANCE OF 339.41 FEET, (RECORDED AS NORTH 89°11'27" WEST A DISTANCE OF 339.42 FEET) TO THE POINT OF BEGINNING. CONTAINING 183,702 SQUARE FEET OR 4.217 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND MAP BY THE DIRECTION OF REEDSBURG DG, LLC, PURCHASER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISION OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF REEDSBURG, COUNTY HAS NO ORDINANCE IN PLACE, IN SURVEYING, DIVIDING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2023.
MATTHEW T. MOKANYK PLS 3078-8

OWNER'S CERTIFICATE
AS OWNER, I HEREBY CERTIFY THAT I HAVE CAUSED THE LANDS DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP. I ALSO CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE TOWN OF REEDSBURG FOR APPROVAL.

_____ DATED _____, 2023
JAMES J. & REBECCA J. KRUEGER

STATE OF WISCONSIN)
SAUK COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2023, THE ABOVE NAMED JAMES J. & REBECCA J. KRUEGER TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THE SAME.

_____ NOTARY PUBLIC, _____ WISCONSIN
MY COMMISSION EXPIRES _____

TOWN OF REEDSBURG APPROVAL CERTIFICATE
APPROVED BY THE TOWN OF REEDSBURG, SAUK COUNTY, WISCONSIN, BY RESOLUTION
No. _____, THIS ____ DAY OF _____, 2023.

REBECCA MEYER



Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

2023.5.5
134 S. Locust Street
Reedsburg, WI 53959
(608) 524-6404

Re: Parking requirements at the proposed Dollar General at *Reedsburg, WI*.

Timothy Becker, City Administrator:

Through the years, Dollar General has refined the design criteria for new store development. With over 17,000 stores in productive operation, we have gathered significant data.

One area which we are balanced between development cost and customer need is parking requirements and accessibility for our build-to-suit locations. Our stores average 15 to 20 transactions per hour. We have estimated and confirmed that 35 spaces will accommodate the customer flow rate that our business generates. This standard has also been sufficient for traffic generated at the peak Christmas season levels.

Thanks for your consideration and feel free to contact me with any other questions you may have.

Best Regards,

Bridges Cunningham

Dollar General Corporation
Plan Coordinator Central Region
615.855.5587
brcunnin@dollargeneral.com



May 30, 2023

Brian Duvalle
Building Inspector/Planning/Zoning Administrator
134 S. Locust Street
Reedsburg, WI 53959

Re: Parking Reduction Request

Mr. Duvalle,

Please find the attached documentation for a parking reduction request related to the proposed Dollar General project on the southwest corner of WI-33 and Alexander Avenue.

The project consists of a 12,480-sft (10,940 sft sales floor area) Dollar General store. The project will include building and parking lot construction, utility connections, storm water detention, lighting, and landscaping.

Parking Reduction Requested:

We are requesting a reduced parking count as required by The Reedsburg Code of Ordinances. This ordinance requires 1 space per 200 sft of public building area, resulting in 10,940 sft / 200 sft = 55 spaces required. We are requesting Planning Commission approval to reduce parking from 55 to 40 spaces. Dollar General has over 17,000 stores in productive operation including many that have been developed recently across the region. Based on the 12,480 sft store, more than 40 spaces are not needed even during peak shopping seasons and hours. The development is a quick, in-and-out service and parking turnover is short. Only 2-4 employees work at a time.

Narrative Statement

The proposed development will create a local neighborhood store which will provide a quick alternative to traveling long distances to purchase everyday commodities. The store will generate approximately 8-10 employees (2-4 per shift) and will have a positive economic impact on the neighborhood and surrounding area.

The parking reduction will not be contrary to public interest. There will be little to no impacts on noise, glare and odor associated with this development. Reducing the parking area will only help, as it will mean less lighting and less stormwater runoff that has the potential to be polluted by leaking vehicles. Therefore, this request is in line with public interest.

Substantial justice will be done by granting the parking reduction request based on the parking demand information presented above. Reduction of parking is a fair solution for both the community and Dollar General, as it will result in less impervious area that's not needed.

The ordinance parking requirements are in place to ensure that sufficient parking is provided for the particular use. In this case, 40 parking spaces are sufficient even during peak demand. The overall development and the requested parking reduction are in accord with the general purpose and intent of the zoning ordinance. The reduction will not permit a use of the property that is not otherwise permitted in the district, nor will they grant special privilege on the applicant.

The special circumstance for this request is unique to this property and the proposed development. The hardship created by application of the zoning code is the unusually large parking requirement for this particular use. In relation, additional parking will contribute to increased stormwater runoff. The requested parking reduction is the minimum required to accomplish the purpose.

Thank you for your cooperation on this project. Please let us know if any additional information is needed to process this request.

Sincerely,

Hurley & Stewart, LLC

Eric Barkovich, P.E.

ORDINANCE NO. 1959-23
(Zoning Change – 2423 E Main St; parcel #276-2256-00000)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE.

Consider rezoning property from B-2 Business to B-3 Business.

SECTION II: PROVISION AMENDED.

The zoning map for the City of Reedsburg as set forth in the official map provided for in the Ordinances for the City of Reedsburg is hereby permanently amended so as to zone the territory listed below in the manner set forth below.

SECTION III: PROPERTY ZONING

Lot 1 of Parcel 276-2256-00000 as based on attached Certified Survey Map
Reedsburg, Wisconsin, is hereby zoned B-3 Business.

A property map may be obtained or accessed from the City Clerk at Reedsburg City Hall, 134 S. Locust St, Reedsburg, WI; (608) 524-6404; www.reedsburgwi.gov .

SECTION IV: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION V: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION VI: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VII: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 690.

Dated this 24th day of July 2023.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:
Public Hearing Noticed:
2nd Reading at Council/Public Hearing:
Published, Enactment Date:

June 26, 2023
July 6, 2023 & July 13, 2023
July 24, 2023
August 3, 2023

City of Reedsburg Land Use Application

134 S. Locust St.
PO Box 490
Reedsburg, WI 53959

Ph: 608-524-6404
Fax: 608-524-8458
bduvalle@ci.reedsburg.wi.us

APPLICANT: Ken Dale

ADDRESS: 2423 E. Main St. **CITY:** Reedsburg **STATE:** WI

ZIP: 53959 **PHONE:** 720-699-9800 x 140 **PARCEL #:** 2256-00000

E-MAIL: Kenneth.Dale@impactmhc.com

PROPERTY OWNER: (if different from Applicant) WIRE Courtyard MHP, LLC

LOCATION: (if different from address above) _____

LAND USE REQUEST

(Please describe one or more as applicable – attach extra pages/maps if necessary)

☐ **Certified Survey Map (CSM):** _____

☐ **Conditional Use Permit:** _____

For *CONDITIONAL USE PERMIT* requests, also answer "A, B & C" on back page.

☐ **Preliminary Plat:** _____ **Final Plat:** _____ **Name of Plat:** _____

☒ **Rezoning - From:** B-2 **To:** B-3 **TID #** 030-0285-00000

☐ **Site Plan Review:** (See "B & C" on back page) _____

☐ **Zoning Appeal / Interpretation:** _____

☐ **Zoning Variance:** _____

For *VARIANCE* requests, also answer "D" on back page.

☐ **Other or Annexation:** _____

AFFIDAVIT

I certify that the information and plans submitted are true and accurate to the best of my knowledge. I also give permission to City zoning officials to enter my property for inspection purposes and for a temporary Zoning sign to be placed in my yard prior to the meeting.

 _____
Applicant Signature / Date

6/5/23

 _____
Owner Signature / Date

6/5/23

Account #10-461500-00

**The applicant or representative
MUST ATTEND the meeting(s).**

G:\wpnet\Zoning - Planning\Land Use Appl.doc

Cond Use Permit	\$200	_____
Cond Use-Agriculture	\$400	_____
Variance	\$125	_____
Rezoning	\$200	<u>X</u>
C.S.M.	\$175	_____
Subdivision Plat	\$610	_____
- w/ Stormwater Plan	\$100	_____
Site Plan Review	\$175	_____
Annexation	\$200	_____
Plan Amend	\$200	_____
Date Paid	<u>6/6/2023</u>	_____
Receipt #	_____	_____

Staff Report

DATE OF MEETING: June 13, 2023; 6:00 PM – Plan Commission
July 24, 2023; 6:00PM – City Council

APPLICANT: Ken Dale

LOCATION: 2423 E Main St; parcel #276-2256-00000

PROPOSED LAND USE CHANGE: Rezoning

DESCRIPTION OF PROPERTY/IMPROVEMENTS: Consider rezoning property from B-2 Business to B-3 Business per § 690-13.

General Findings

SURROUNDING LAND USES:

- North – Vacant
- West – Commercial
- South – Commercial
- East – Commercial

ZONING:

- North – B-2 Business
- West – B-2 Business
- South – B-2 Business
- East – B-2 Business

TOPOGRAPHY: Flat slopes

STREET R.O.W./TRAFFIC/ACCESS: E Main St; 110' ROW

ENVIRONMENTAL HAZARDS/CONDITIONS: None known

COMPREHENSIVE PLAN DESIGNATION: Commercial

COMMENTS

AMBULANCE:

FIRE:

POLICE:

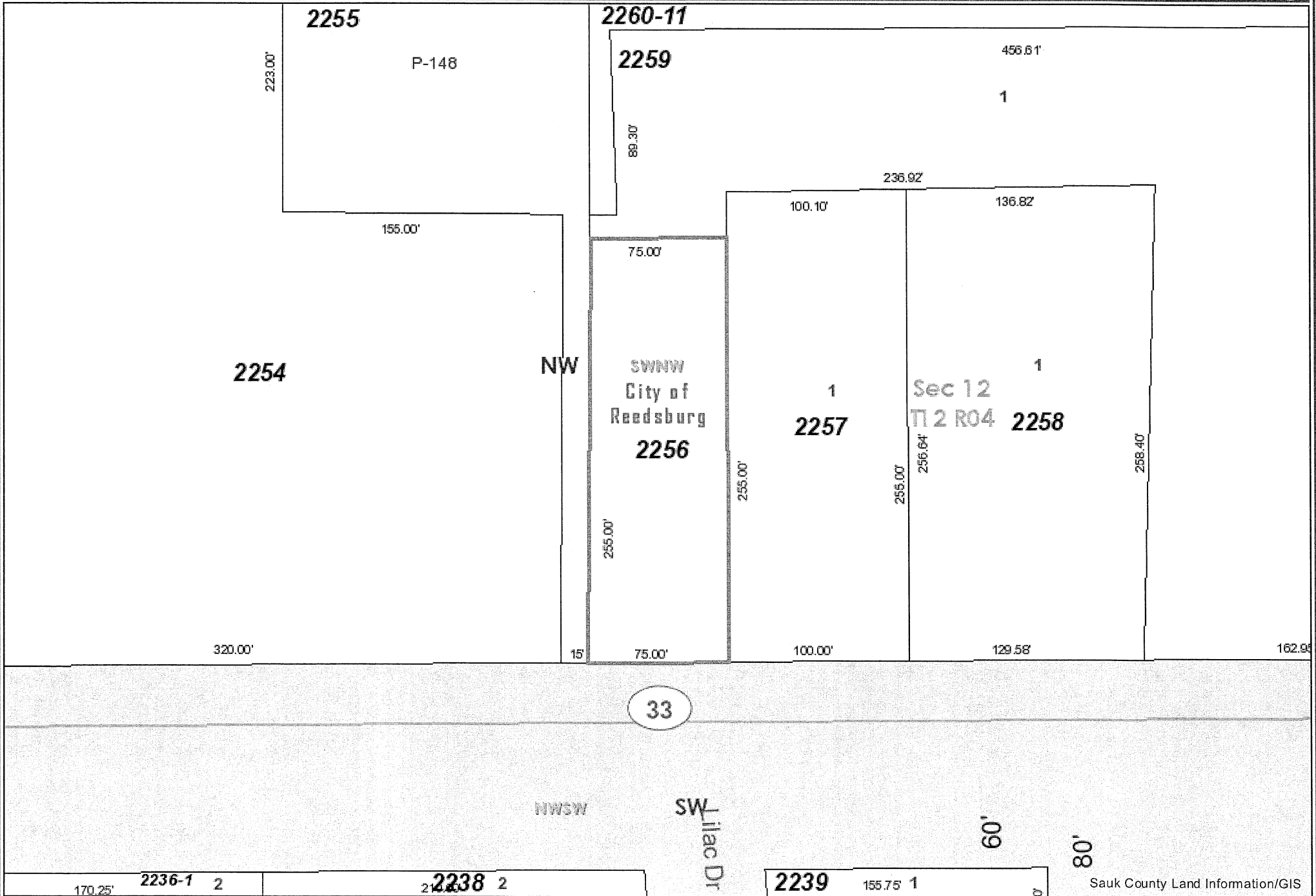
PUBLIC WORKS:

SCHOOL:

UTILITIES:

STAFF COMMENTS: The property contains a single-family dwelling that was built in 1955. I received a call from an appraiser asking about the non-conforming status of the dwelling, which could not be re-built as a residence in case of fire, etc. therefore the prospective buyer cannot get a loan for it. I advised her that rezoning is the only option.

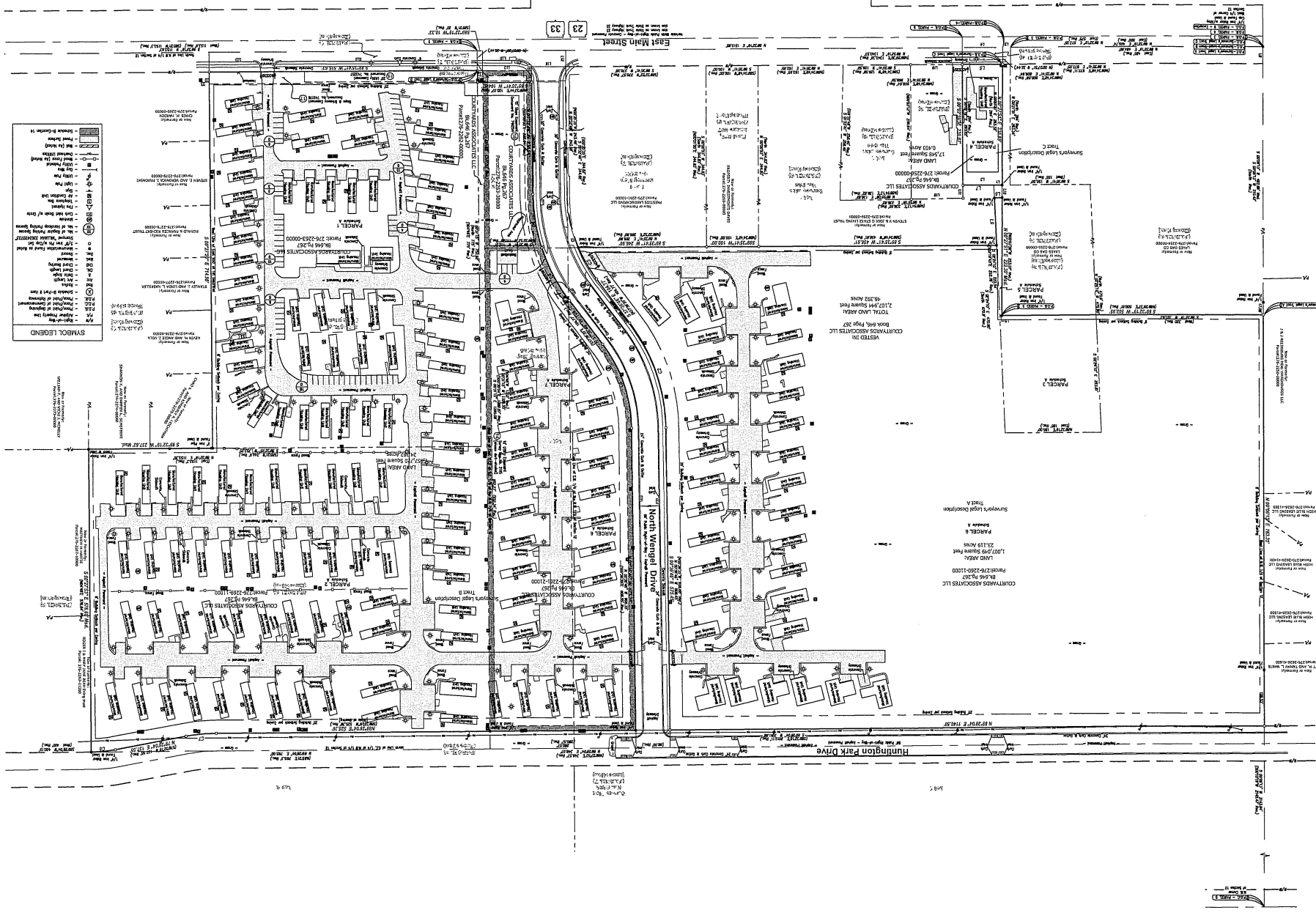
Sauk County Zoning Web Map

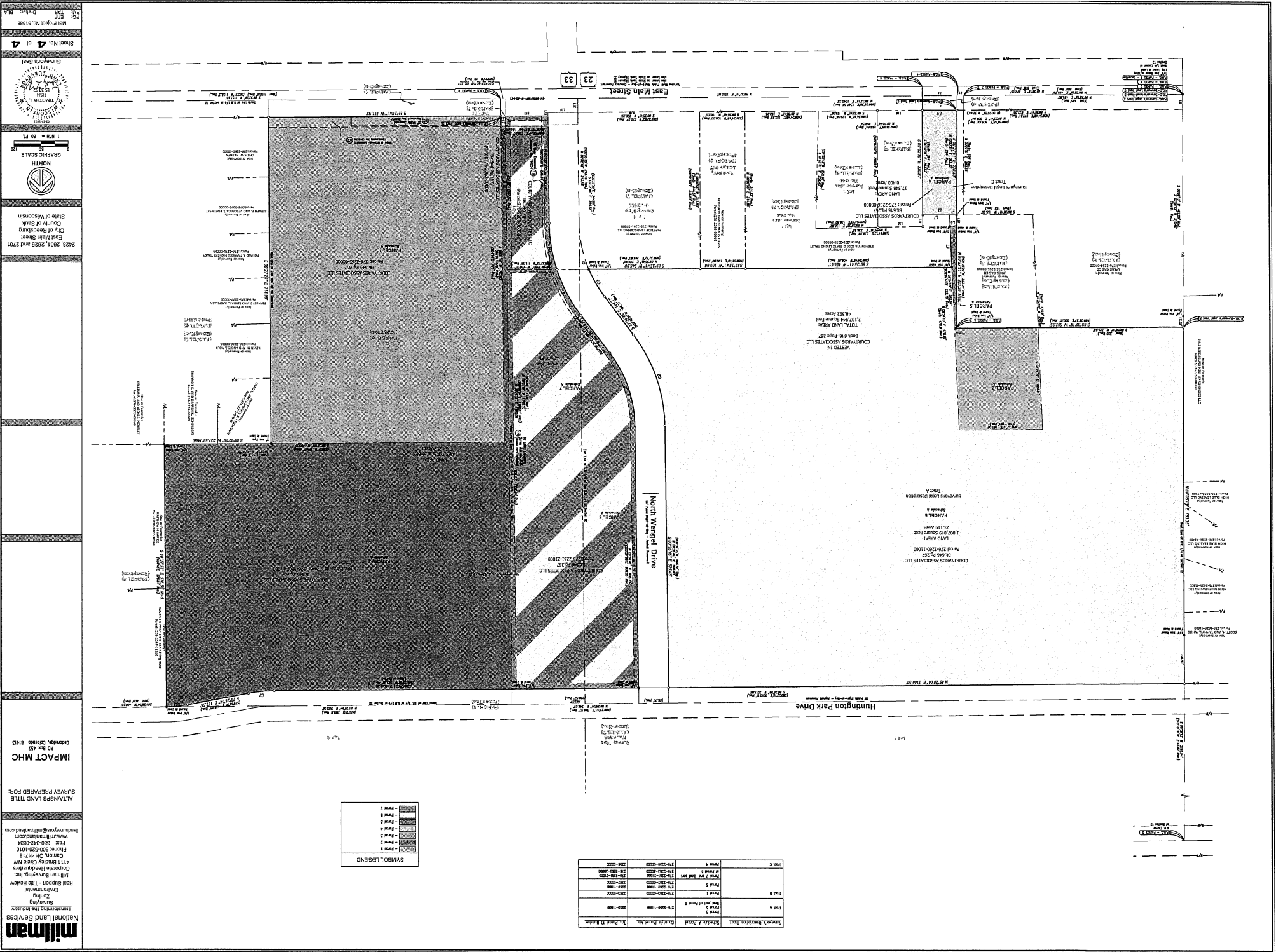


0 0.01 0.02 mi



Sauk County Land Information/GIS





Sheet No. 4 of 4

Scale: 1" = 40' 0"

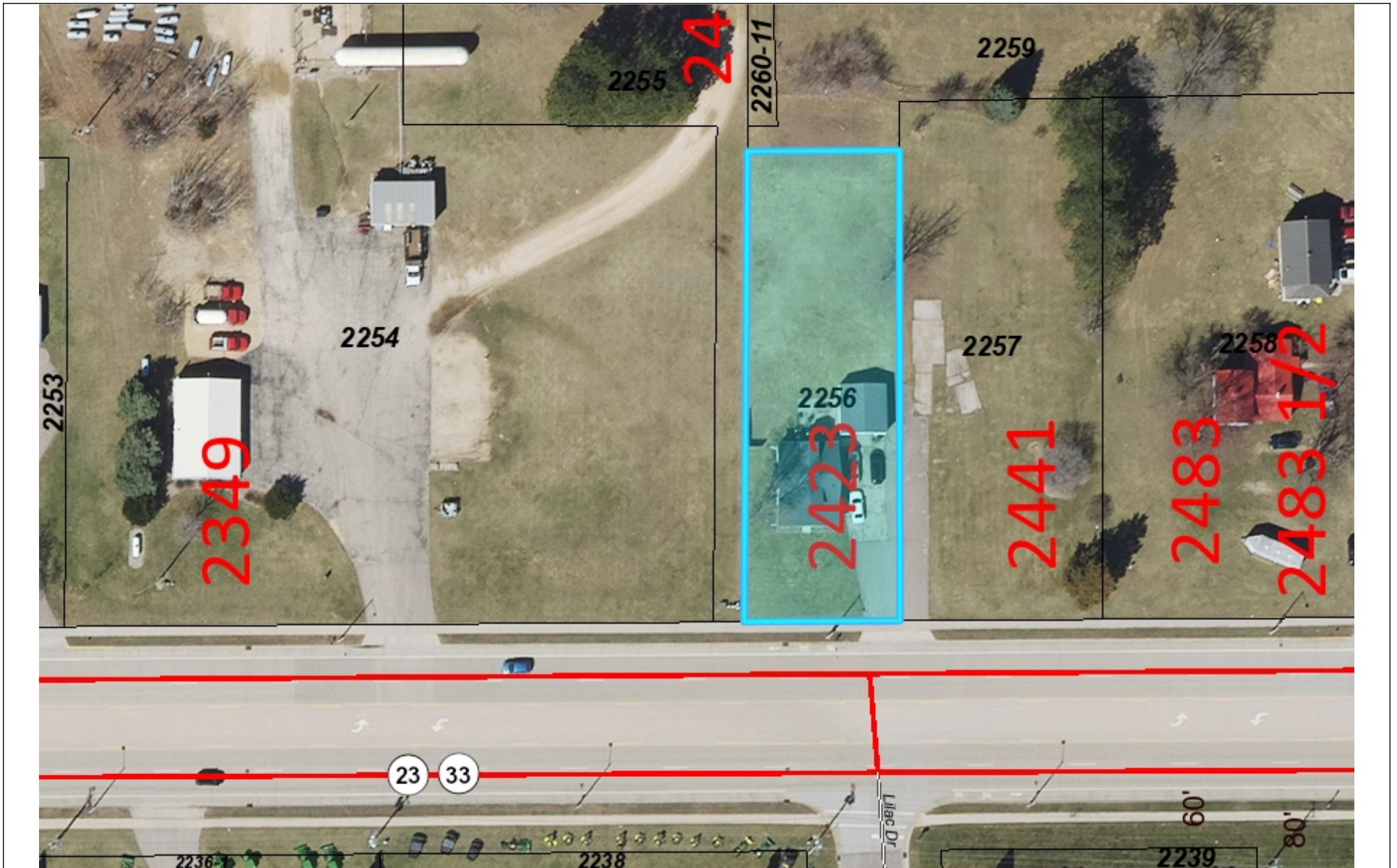
North Arrow

Graphic Scale

2403, 2001, 2005 and 2701
City of Redwood
County of Stanislaus
State of California

IMPACT MHC
PO Box 457
SUNBELT PREPARED FOR:
ALTAIRPS LAND TITLE
landtitle@altairps.com
Phone: 909-450-1010
Fax: 909-450-1010
Altairps, CA 94718
4111 Bradley Circle NW
Ft. Belvoir - Title Review
Environmental
Surveying
Transferring the Industry

Parcel	Area (Acres)	Owner
Parcel 1	1.0000	County of Stanislaus
Parcel 2	1.0000	County of Stanislaus
Parcel 3	1.0000	County of Stanislaus
Parcel 4	1.0000	County of Stanislaus
Parcel 5	1.0000	County of Stanislaus
Parcel 6	1.0000	County of Stanislaus
Parcel 7	1.0000	County of Stanislaus
Parcel 8	1.0000	County of Stanislaus
Parcel 9	1.0000	County of Stanislaus
Parcel 10	1.0000	County of Stanislaus
Parcel 11	1.0000	County of Stanislaus
Parcel 12	1.0000	County of Stanislaus
Parcel 13	1.0000	County of Stanislaus
Parcel 14	1.0000	County of Stanislaus
Parcel 15	1.0000	County of Stanislaus
Parcel 16	1.0000	County of Stanislaus
Parcel 17	1.0000	County of Stanislaus
Parcel 18	1.0000	County of Stanislaus
Parcel 19	1.0000	County of Stanislaus
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Parcel 97	1.0000	County of Stanislaus
Parcel 98	1.0000	County of Stanislaus
Parcel 99	1.0000	County of Stanislaus
Parcel 100	1.0000	County of Stanislaus



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 69'

CITY OF REEDSBURG
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 6/6/2023