

**CITY OF PLYMOUTH, WISCONSIN  
TUESDAY, JULY 30, 2024 COMMON COUNCIL MEETING  
7:00 PM COUNCIL CHAMBERS, ROOM 302  
128 SMITH ST. PLYMOUTH, WI 53073**

**AGENDA**

- 1. Call to order and roll call:**
- 2. Pledge of Allegiance.**
- 3. Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):**
  - A. Approve minutes of the meeting held Tuesday, July 9, 2024**
  - B. Approve City and Utility Reports:**
    - I. Electric, Water and Sewer Sales Report – May 2024**
    - II. Utility Related Write Offs for July - \$1,557.53**
  - C. Minutes acknowledged for filing – Plymouth Housing Authority: July 3 - Plan Commission: July 11 – Finance & Personnel: July 9 – Public Works & Utilities: July 9**
  - D. Approve Street Use Closure from Sarah Maki for August 15, 2024, 3PM – 8PM on Babcock St.**
  - E. Approve Room Tax Permit Application for Country Living in the City at 311 Frederick St.**
  - F. Approve Job Description for Police Support Specialist and Police Support Specialist – Municipal Court Clerk**
- 4. Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
- 5. Items removed from Consent Agenda:**
- 6. Public Hearing followed by Discussion and Action:**
  - A. Ordinance No. 9 Floodplain – Cathy Austin, Director of Public Works**
- 7. Ordinance:**
  - A. Ordinance No. 10 – An Ordinance Amending Section 2-4-13 of the General Code of Ordinances of the City Plymouth, Wisconsin Regarding Committee Residency Requirements – Tim Blakeslee, City Administrator / Utilities Manager**
- 8. New Business:**
  - A. Approval of Addition to the Outage Management System Project – Tim Blakeslee, City Administrator / Utilities Manager**
  - B. Approval of Agreement with Witkowski Inspections Agency, LLC for Building Inspector Services – Tim Blakeslee, City Administrator / Utilities Manager**
  - C. Approval of Contract Amendment for Ehlers to Conduct Proforma Reviews – Tim Blakeslee, City Administrator / Utilities Manager**

- D. Approval of Professional Services Agreement for General Engineering Service with Kapur – Tim Blakeslee, City Administrator / Utilities Manager**
- E. Capital Planning and Tax Increment District (TID) Update from Ehlers - Tim Blakeslee, City Administrator / Utilities Manager**

**9. Resolution:**

- A. Approval of Resolution No. 9 Amending The Building Code Fee Schedule – Tim Blakeslee, City Administrator / Utilities Manager**

**10. Entertain a Motion to go into Closed Session for the Following:**

Pursuant to Wis. Stat. 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons a closed session –  
Parcels 59271821073 and 59271821066

AND

Pursuant to Wis. Stat. 19.85 (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding  
Utility Account Specialist – Billing Lead

**11. Entertain a Motion to go into Open Session**

**12. Discussion and Possible Action on Closed Session Item**

**13. Adjourn to 7:00 PM on Wednesday, August 14, 2024**

It is likely a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City of Plymouth ADA Coordinator Leah Federwisch, located in the Plymouth Utilities office at 900 County Road PP, Plymouth, WI or call 920-893-3853.

**CITY OF PLYMOUTH, WISCONSIN  
TUESDAY, JULY 9, 2024 COMMON COUNCIL MEETING  
128 SMITH ST. PLYMOUTH, WI 53073**

**UNOFFICIAL MINUTES**

1. **Call to order and roll call:** Mayor Pohlman called the meeting to order. On the call of the roll the following were present: Jeff Tauscheck, Angie Matzdorf, Diane Gilson, Mike Penkwitz, Dave Herrmann, Greg Hildebrand, John Nelson and John Binder. Also present were: City Administrator/Utilities Manager Tim Blakeslee, Finance Director Chris Russo, HR Specialist Leah Federwisch, Electrical Operations Manager Ryan Roehrborn, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, GIS Specialist Ryan Suemnicht, and City Clerk Anna Voigt.
2. **Pledge of Allegiance**
3. **Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Gilson/Binder to approve the consent agenda. Upon the call of the roll all voted aye. Motion carried.
  - A. **Approve minutes of the meeting held Tuesday, June 25, 2024**
  - B. **Approve City and Utility Reports:**
    - I. **List of City & Utility Vouchers dated 06/01/2024 – 06/30/2024**
  - C. **Minutes acknowledged for filing – Plymouth Community Television: June 10 – Committee of the Whole: June 25 – Finance & Personnel Committee: June 25 – Library Board: June 10 and June 24**
  - D. **Building Report for June 2024 – 53 permits at \$1,306,360.00**
  - E. **Approve Temporary Class “B” Beer License for Plymouth Youth Athletic Association – Midshore League Majors Championship, to be held on July 23, 2024 from 5 PM – 10 PM at Carl Loebe Field**
  - F. **Approve Class “B” and “Class C” Liquor (wine only) for Red Shorts Café at 210 E Mill St. to expire June 30, 2025**
4. **Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting:** Tyler Rezacheck spoke about the library project and his concern the project is being rushed and mistakes will be made. Rezacheck asked why money hasn’t been put away for maintenance so that the residents wouldn’t be surprised in the future. Rezacheck ended with saying the project needs to slow down and be voted on in its entirety by the people in a Spring Referendum, anything else is a gross misuse and mismanagement of public funds.
5. **Items removed from Consent Agenda:** None
6. **New Business:**
  - A. **Announce Public Hearing to be held at Common Council for Rezone on August 14 for Parcels 59271821046 and 59271821047 from R4 to R5-** Mayor Don Pohlman announced the public hearing for August 14.
  - B. **Discussion and Action on Comp and Class Study – City** Administrator/Utilities Manager Blakeslee explained that one of the four strategic goals of the 2023-2026 Strategic Plan is Workforce Recruitment and Retention. One of the strategic initiatives is to review the compensation/benefits plans and strategies. Motion was made by

Penkwitz/Tauscheck to approve the proposal with McGrath not to exceed \$26,458, utilizing the remaining ARPA funds. Upon the call of the roll, all voted aye. Motion carried.

- C. Presentation and Action Filing Convention Electric Rate Case** – Finance Director Russo explained if approved this electric rate case will be filed with the PSC for the purpose of updating the electric tariffs and service rules, along with increasing electric rates. The conventional rate case will require a lengthier review by the PSC, with the PSC ultimately setting the rate increase. Mallory Kleven from WPPI did a presentation on the electric conventional rate case. Mayor Pohlman asked what the maximum rate of return for the Utilities. Kleven stated that 6.5% is what WPPI is currently seeing the PSC. The PSC has minimum rate of return and that's 4.9% Nelson asked how long this increase would last. Kleven stated every year the Utilities will review their financials and calculate their rate of return. For the future it all depends on the Utilities budget and capital improvements for the year. Nelson asked if it was possible to have a gradual increase instead a big jump? Kleven stated you wouldn't be able to split it between multiple years, this would be the overall increase that the customers would see. Hildebrand asked if lowering the increase after the PSC does their audit. Kelven stated that the can propose a lower increase, the 6.5% is just a recommendation. Russo added to the question if the increase should be lowered before presenting to the PSC, or can it be lowered after the PSC sets that increase. Kelven recommended lowering the increase before it goes to the PSC. Hildebrand asked what Utilities rate of return is at no. Russo stated its at 2.5% Blakeslee stated that staff's recommendation and WPPI's recommendation is to go in for a 6.5% rate or return based on their expert recommendation. Motion was made by Tauscheck/Binder to approve Plymouth Utilities filing an Electric Conventional Rate Case with the PSC. Upon the call of the roll; Nelson, Penkwitz, Matzdorf, Tauscheck, and Binder voted aye; Hildebrand, Gilson, and Herrmann vote nay. Motion carries.

- D. Mayor Appointment of Bill Barbiur to Board of Appeals (3 year term)** – Mayor Pohlman appointed Bill Barbiur to Board of Appeals. Motion was made by Hildebrand/Matzdorf to approve the appointment. Upon the call of the roll, all voted aye. Motion carried.

7. **Entertain a Motion to go into Closed Session for the following:** Motion was made by Herrmann/Matzdorf to go into closed session. Upon the call of the roll, all vote aye. Motion carried.

Pursuant to Wis. Stat. 19.85 (1) (b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member of other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session regarding an alcohol license denial.

AND

pursuant to Wis. Stat. 19-85 (1)(g) conferring with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with

respect to litigation in which it is or is likely to become involved regarding a claim from Leslie Paulsen

**8. Entertain a Motion to go into Open Session:** Motion was made by Nelson/Matzdorf to go into open session. Upon the call of the roll all vote aye. Motion carried.

**9. Discussion and Possible Action on Closed Session Item:** Motion was made by Tauscheck/Hildebrand to deny Ronald Hoffman operator's license. Upon the call of the roll, all voted aye. Motion carried.

Motion was made by Binder/Tauscheck to deny the claim from Leslie Paulsen. Upon the call of the roll, all voted aye. Motion carried.

**10. Adjourn to 7:00 PM on Tuesday, July 30, 2024:** Motion was made by Matzdorf/Herrman to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

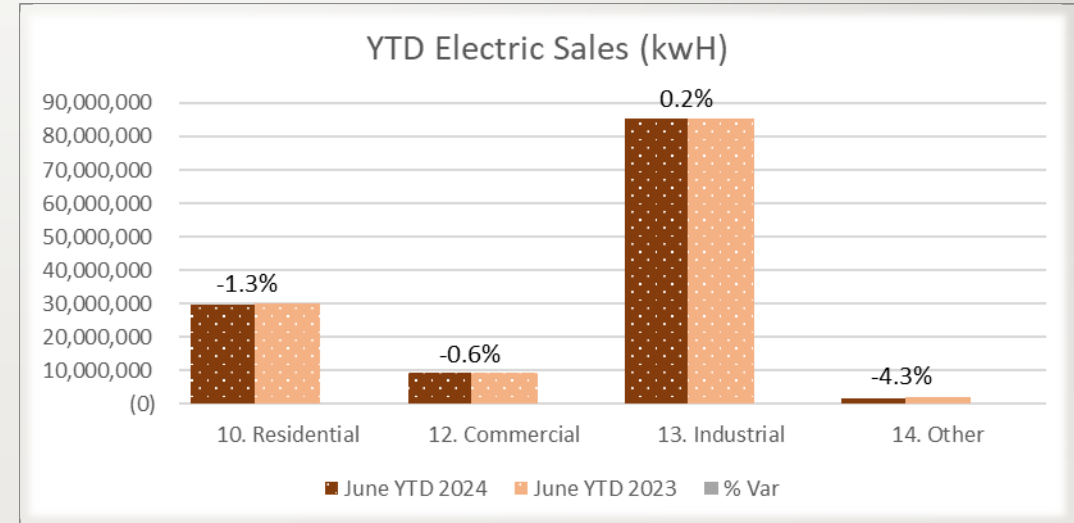
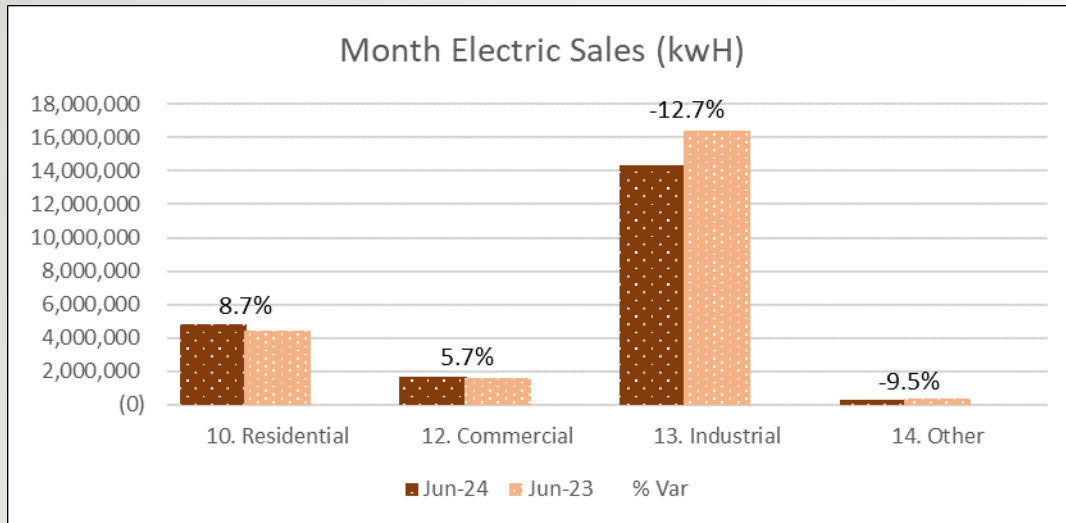


# Plymouth Utilities

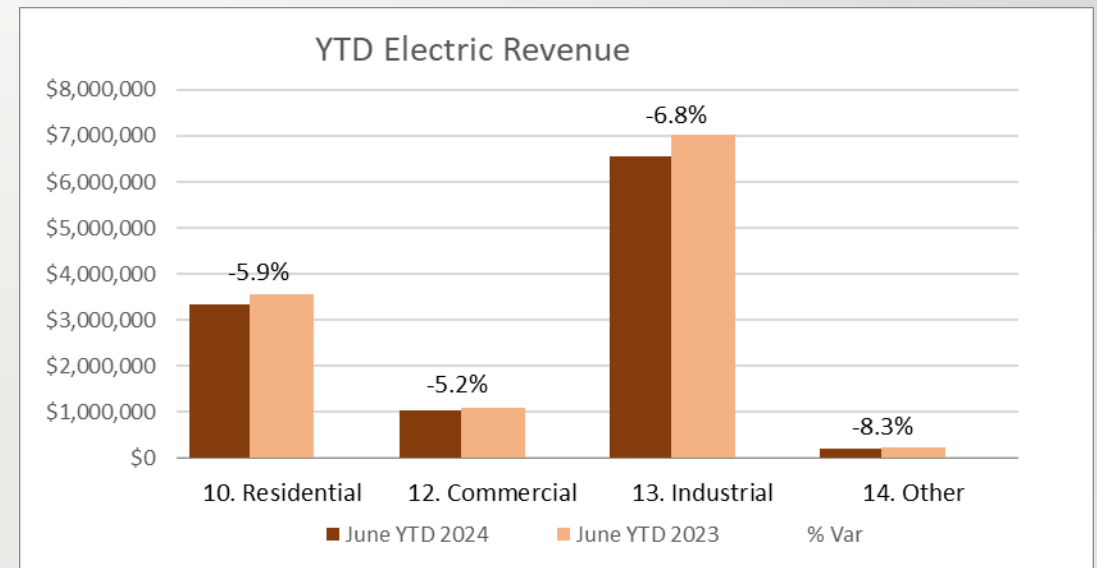
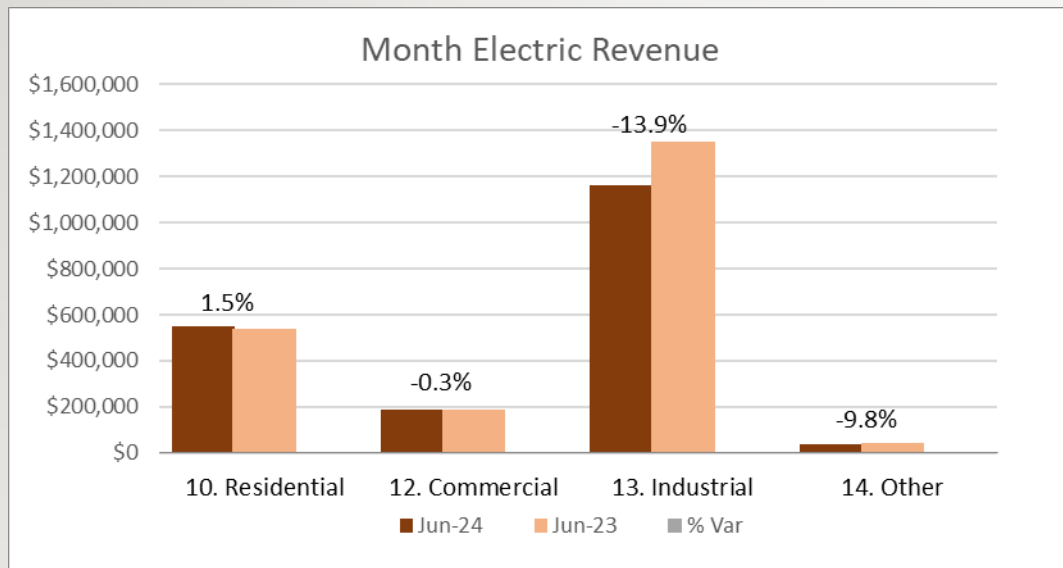
JUNE 2024

SALES & REVENUE

# June 2024 Electric Sales

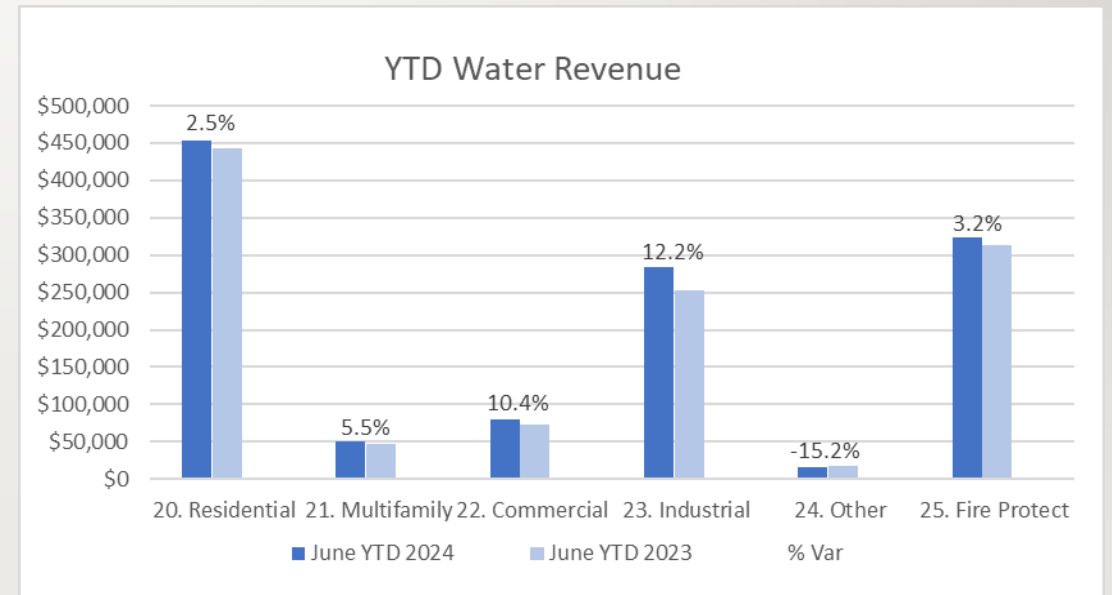
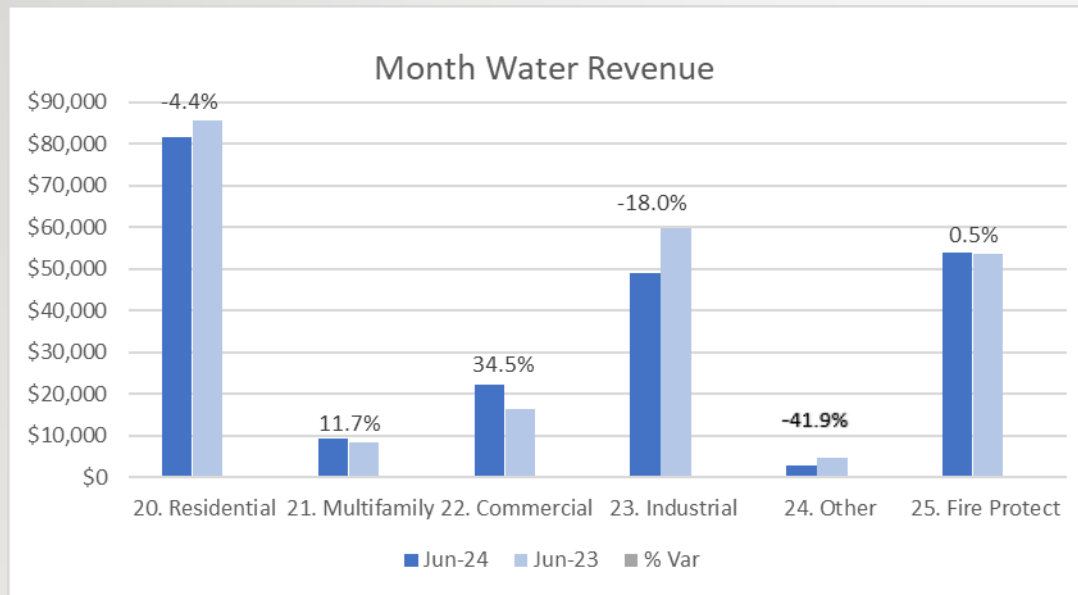


# June 2024 Electric Revenue

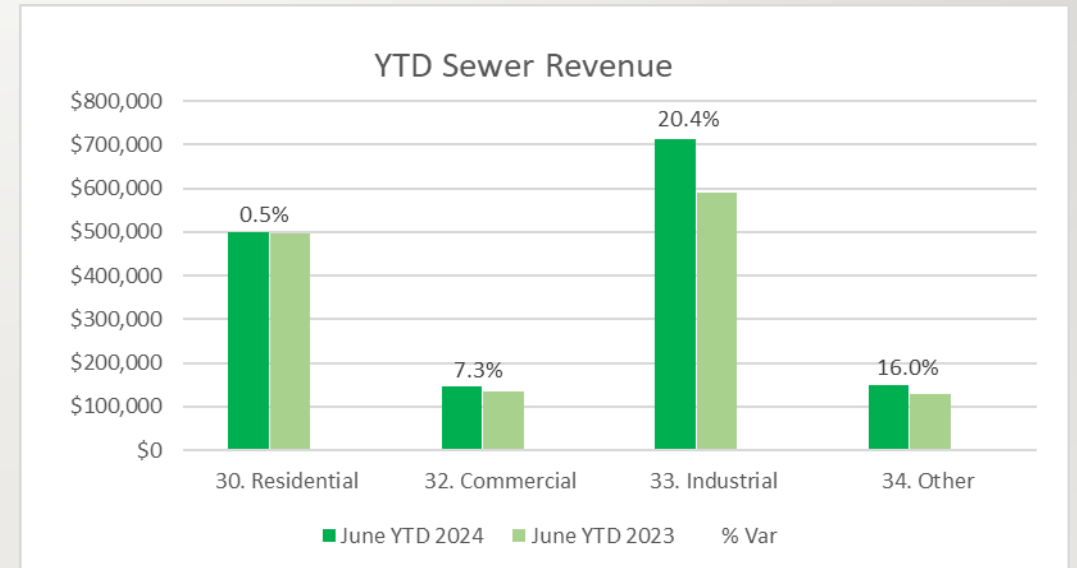
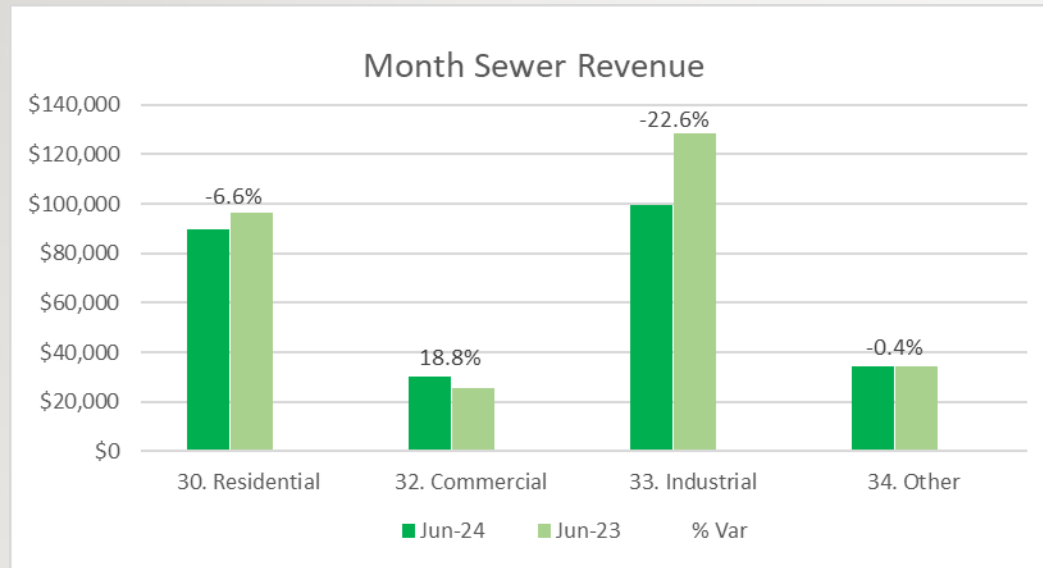


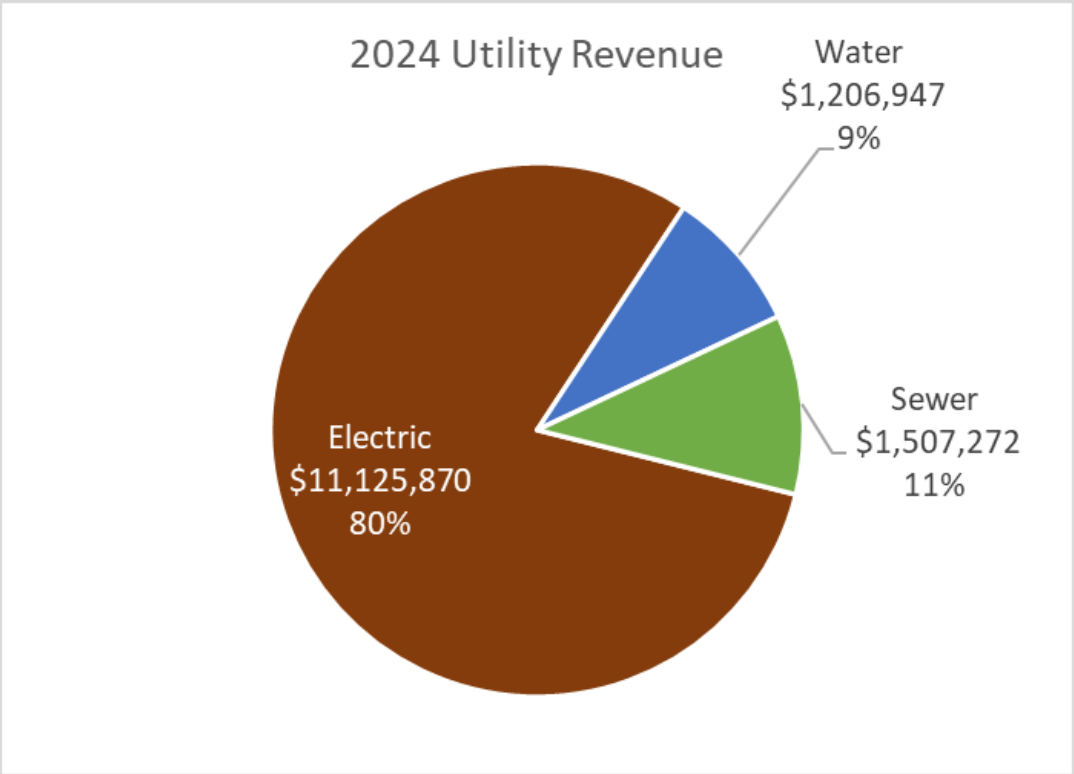
Overall revenue is down from 2023 as a result of reduced PCAC rates. In turn, Purchase Power expense is down.

# June 2024 Water Revenue



# June 2024 Sewer Revenue





Report Criteria:  
Selected types: Write Off

| Name                  | Customer Number | Type  | Reference Number | Description        | Source ID | Check Number | Amount    | Msg | Service  |
|-----------------------|-----------------|-------|------------------|--------------------|-----------|--------------|-----------|-----|----------|
| Write Off             |                 |       |                  |                    |           |              |           |     |          |
| 07/18/2024            |                 |       |                  |                    |           |              |           |     |          |
| TOP SHELF PROPERTIES  | 14.88.21345.21  | Write | 1                | IN-HOUSE WRITE-OFF |           |              | 45.92-    | M   | Multiple |
| 223 423 503 LLC       | 17.87.19695.09  | Write | 2                | IN-HOUSE WRITE-OFF |           |              | 45.99-    | M   | Multiple |
| RADDATZ, DERRICK      | 6.88.71637.23   | Write | 3                | WRITE-OFF SDC      |           |              | 448.86-   | M   | Multiple |
| ECKROTE, FELISHA & RY | 1.88.51153.11   | Write | 4                | WRITE-OFF SDC      |           |              | 474.91-   | M   | Multiple |
| RIVERS, BENJAMIN      | 10.87.45977.17  | Write | 5                | WRITE-OFF SDC      |           |              | 541.85-   | M   | Multiple |
| Total 07/18/2024:     |                 |       |                  |                    |           |              | 1,557.53- |     |          |
| Total Write Off:      |                 |       |                  |                    |           |              | 1,557.53- |     |          |
| Grand Totals:         |                 |       |                  |                    |           |              | 1,557.53- |     |          |

# **THE HOUSING AUTHORITY OF THE CITY OF PLYMOUTH**

1214 Reed Street  
Plymouth, WI 53073  
920-893-5133, 920-893-6117(fax)

## **BOARD OF COMMISSIONERS**

### **REGULAR MONTHLY MEETING**

#### **GENERAL MEETING CALL TO ORDER:**

The regular monthly meeting of the Board of Commissioners was called to order at 9:01 AM, July 3rd, 2024 by Chairperson Linda Opitz

|               |                   |
|---------------|-------------------|
| Chairman:     | Linda Opitz       |
| Commissioner: | Dennis McMullen   |
| Commissioner  | Marsha Vollbrecht |
| Commissioner: | Jay Groshuesch    |
| Commissioner  | Mike Olig         |
| Secretary:    | Bob Hemauer       |
| Guest:        | None              |

#### **PROCEEDINGS**

1. The minutes of the June 6<sup>th</sup>, 2024 meeting were read. After review of the minutes, a motion was made by Commissioner Vollbrecht and second by Commissioner McMullen to approve the minutes. The motion was carried.
2. Recognition of tenant concerns:
  - a. Full as of now. 1212D will be giving notice.
  - b.
3. The June 2024, Income and Expense report was reviewed. A motion was made by Commissioner Groshuesch and second by Commissioner Olig to approve the financial report. The motion carried.
4. The July 2024 invoices were reviewed and discussed and questions were answered by the Executive Director. Commissioner Olig moved that all invoices be paid with Commissioner McMullen seconding the motion. The motion carried.

## SECRETARY'S REPORT

1. Time line for hiring new ED was reviewed.
2. **CD was renewed at Bank First for the 7 month special.** A motion to renew CD 6054 to a new 7 month CD and authorize the Chair person and ED to sign all documents. The motion was seconded by Commissioner McMullen. Motion carried.

## Old BUSINESS

1. Capital funds 2023.
  - a. **Retaining walls;** 100% complete.
  - b. **Residing the storage garage;** Residing is complete, waiting for door and frame to come in and be installed.
  - c. **Resolution # 364, Approval of FY 24/25 Budget;** A motion was made by Commissioner McMullen to approve the Budget for the FYE 6/30/25, and was second by Commissioner Groshuesch, motion carried.

## NEW BUSINESS

There was no further business to come before the Commissioners of the Authority. A motion to adjourn at 9:52 AM by Commissioner Vollbrecht and seconded by Commissioner McMullen. The motion carried.

The next scheduled regular meeting is August 7th, 2024 at 9 AM.

Respectfully submitted,



Robert Hemauer

Executive Director

City of Plymouth  
128 Smith St. – PO Box 107  
Plymouth, WI 53073-0107



Telephone: (920) 893-3741  
Facsimile: (920) 893-9590  
e-mail: [inspectorpete@plymouthgov.com](mailto:inspectorpete@plymouthgov.com)

July 11, 2024

Members present: Chairman Don Pohlman, Jane Meyer, Jeremy Schellin, Greg Hildebrand, Ron Nicolaus, John Wyatt, Justin Schmitz

Absent: None

Staff Present; Administrator Tim Blakeslee, Fire Chief Ryan Pafford

The Plan Commission meeting was called to order by Chairman Pohlman at 6:00 PM.

- 1.) **Approval of Minutes from June 6, 2024;** Motion to approve the minutes from the June 6, 2024 meeting made by Hildebrand, and seconded by Nicolaus. Item of correction made by Member Wyatt to insert the correct date of June 6, 2024 in lieu of May 2, 2024. Scheuerman to make correction on official minutes. On the roll all voted Aye.
- 2.) **Site Plan Seeking Approval:** 1 Persnickety Place aka Sargento Foods Inc seeking approval of a site plan for a Disposal Room to be constructed. Jordan Schussler from Sargento presented their intentions to the Commission. The current structure to be replaced with a full footing and foundation built structure. Chairman Pohlman queried staff regarding any concerns about fire protection and impervious surfaces. No staff concerns were brought forward. Motion to approve by Nicolaus and seconded by Wyatt. On the roll all voted yes to approve, with Member Schellin abstaining.
- 3.) **Site Plan Seeking Approval:** Site is 59271827945 (West of the Wal\*Mart Store) Wangard Property Acquisitions LLC is seeking approval for developing a site; Mark Lake from Wangard Development presented the project to the Commission. The proposal is being phased, into two phases. Phase I would be 26 unit, two story buildings starting with 4 buildings. These buildings would be comprised of 1, 2, and 3 bedroom units. The site currently presents some challenges with fill dirt that was deposited from a previous development. The hope is to move some and work around to avoid retaining walls. Parking will be provided for tenants as well visitors. Lake mentioned that the color scheme is very close to the "2025" colors that would be utilized for this development. 156 units would be the start, and then as they fill more units would be brought on line. Chairman Pohlman asked Fire Chief Pafford about Fire Access. Pafford stated that staff has been working closely with Wangard and any concerns or interests have been addressed. Administrator Blakeslee stated that the Stormwater study would be part of this overall approval. Other items to be considered for the site plan approval are as follows; A traffic impact analysis is being reviewed, which is actually required for a project of this size, Final Private Roadway design would need to be approved, A development agreement would need to be drafted and approved, and the sewer, and water system would need to be approved as they will be owned and maintained by Plymouth Utilities. Member Schellin inquired as to a timeline sequence. Starting sequentially, four buildings would be started, and around July of 2025 open and occupied. Construction commencement would be about September/October of 2024. Member Hildebrand inquired of the Wangard members to consider naming a street after Mayor Pohlman. Member Schmitz inquired as to if this development is "family friendly" as in a good place to raise children. Dave Rider stated typically

they only see an average of 8 to 10 children per 100 living units. Member Nicolaus inquired as to if the units are “senior friendly”. The response advised that these are not senior units, but accessibility issues are addressed through the Building Code. Motion to approve was made by Schellin, and seconded by Nicolaus. On the roll all voted yes to approve.

- 4.) **Ordinance seeking recommendation to Council;** Discussion and potential referral to City Council on modifications of Section 13-2 regarding Floodplain Zoning. Administrator Blakeslee explained to the Commission that the City needs to adopt a Floodplain Ordinance, as an update. The DNR has updated the Plate Maps, but Plymouth’s maps remain unchanged. The primary consideration for the City is to consider the adoption of Act 175. Act 175 allows a building within the Flood Plain regulated area to make repairs/improvements exceeding 50% of the current assessed value. Motion to recommend approval to City Council made by Hildebrand and seconded by Schellin. On the roll all voted to recommend.
- 5.) **Communication – Letters, E-mails, or reports Related to the Plan Commission**  
(Chairman, Secretary, Plan Commission Members, City of Plymouth Staff/Alderpersons)  
Building Inspector Scheuerman shared a diagram of the previously approved Auto Zone project. This diagram depicted the path that the delivery truck would be taking to drop off inventory and orders to the store. The initial concern from the June 6 meeting was that a large truck may obstruct Eastern Ave traffic.

Motion to adjourn made by Nicolaus and seconded by Schellin.

## **UNOFFICIAL MINUTES**

### **FINANCE & PERSONNEL COMMITTEE OF THE PLYMOUTH COMMON COUNCIL COUNCIL CHAMBERS 128 SMITH STREET CITY OF PLYMOUTH, WISCONSIN**

**TUESDAY JULY 9, 2024**

1. **Call to Order and Roll Call:** Finance & Personnel Committee Chair Nelson called the meeting to order at 6:29 PM. On call of the roll, the following member were present: Mayor Pohlman, John Nelson, Jeff Tauscheck, Greg Hildebrand, and Mike Penkwitz. Also present were Dave Herrmann, Angie Matzdorf, John Binder, Director of Public Works Cathy Austin, Police Chief Ken Ruggles, Deputy Chief Matt Starker, City Administrator / Utilities Manager Tim Blakeslee, and City Clerk Anna Voigt.
2. **Approval of Meeting Minutes for June 25, 2024 meeting:** Motion was made by Gilson/Tauscheck to approved the minutes for June 25. A unanimous aye vote was cast. Motion carried.
3. **Discussion and Recommendation on Comp and Class Study:** City Administrator/Utilities Manager Blakeslee explained one of the goals of the 2023-2026 Strategic Plan is Workforce Recruitment and Retention. One of the strategic initiatives is to review the compensation/benefits plans and strategies. The goal of a Compensation and Classification Study is to ensure correct classifications, update job titles, and inform compensation strategy in accordance with applicable federal and state laws. This project was planned for 2025 however a series of departures in the electric department encouraged staff to request that this project be completed more quickly. Staff is recommending McGrath. Pohlman asked how long the study will take. Blakeslee stated it will take 16 weeks to complete the study implementation will take 12-16 months. Gilson asked if this study could help us now. Blakeslee stated that it could help starting with the '25 budget. Tauscheck stated that he is happy to see this being done and help address some issues. Hildebrand would like staff to look into what Sheboygan County is doing. Penkwitz stated he was impressed with the proposal from McGrath. Motion was made by Pohlman/Tauscheck to recommend Council approve the proposal with McGrath not to exceed \$26,458, utilizing the remaining ARPA funds. Upon the call of the roll, all voted aye. Motion carried.
4. **Discussion and Recommendation on Police Department Body Camera Project:** Chief Ruggles explained that the Department has been using Digital Ally in-car and body-worn cameras for at least a decade. All of the hardware has reached "end of support" from the company In the last year they have been experiencing problems with the equipment downloading video files and difficulty keeping cameras working. Replacement parts are becoming difficult to find now that the company is ending support for the system. Redaction software is difficult to work with and comes from third-party vendor, so it is not supported by the camera company. Chief Ruggles and the department have been working with three vendors since fall of 2023. A majority of police department within

Sheboygan County are currently using Motorola camera systems, this includes the Sheboygan County Sheriff and Sheboygan Police Department. Staff recommends to enter into a 5-year contract with Motorola Solutions to provide a new camera system as part of the 2025 Capital Improvement Budget. Pohlman stated he likes the idea of getting one camera per officer including the Chief and Deputy Chief. Motion was made by Pohlman/Tauscheck to Recommend the Council approve the 5-year contract with Motorola Solution to provide a new camera system to the Police Department. Upon the call of the roll all voted aye. Motion carried.

5. **Adjournment:** Motion was made by Nelson/Gilson to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

**PUBLIC WORKS & UTILITIES COMMITTEE OF  
THE PLYMOUTH COMMON COUNCIL  
CITY OF PLYMOUTH, WISCONSIN**

**TUESDAY, JULY 9, 2024**

**UNOFFICIAL MINUTES**

1. **Call to Order & Roll Call:** Mayor Pohlman called the meeting to order at 6:15 PM. On call of the roll, the following members were present: Mayor Pohlman, David Herrmann, Greg Hildebrand, John Binder, and Angie Matzdorf. Others present were Alderperson Jeff Tauscheck, Alderperson Diane Gilson, Alderperson Mike Penkwitz, Police Chief Ken Ruggles, Deputy Chief Matt Starker, GIS Specialist Ryan Suemnicht, HR Specialist Leah Federwisch, Director of Public Works Cathy Austin, City Administrator/Utilities Manager Tim Blakeslee, and City Clerk Anna Voigt.
2. **Approval of April 9, 2024 Meeting Minutes:** Motion was made by Binder/Matzdorf to approve the minutes. A unanimous aye vote was cast. Motion carried.
3. **Election of Committee Chair:** Matzdorf nominated Hildebrand for chair of the Public Works & Utilities Committee. Nominations closed; motion was made by Angie/Herrman to election Hildebrand as Committee Chair. Upon the call of the roll, all voted aye. Motion carried.
4. **GIS Presentation:** GIS Specialist Ryan Suemnicht gave a presentation introducing GIS, discussed the benefits, details about the water utility conversion project and outlined upcoming GIS projects. The variety of future uses for the GIS can lead to more efficient and accurate City and Utility work in the future.
5. **Adjournment:** Motion was made by Herrmann/Binder to adjourn the meeting at 6:28 PM. A unanimous aye vote was cast. Motion carried.



APPLICATION FOR STREET USE PERMIT

Date 7/2/2024

1. Applicant/Applicants Name: Sarah Maki  
Address: 2642 Babcock St  
Plymouth, WI 53073  
Phone: 920-254-4473
2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization: \_\_\_\_\_
3. The name, address and telephone number of the person/persons who will be responsible for conducting the proposed use of the street, if different than above: \_\_\_\_\_
4. The date and duration of time for which the requested use of the street is proposed to occur: August 15, 2024 3-8 p.m.
5. An accurate description of that portion of the street proposed to be used: End of Babcock Street near  
Pickett St.
6. The approximate number of persons for whom use of the proposed street area is requested: 30
7. The proposed use, described in detail, for which the Street Use Permit is requested: Block Party

\$25.00 Fee – Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

Recommendation – Director of Public Works Cathy Ann

Recommendation – Chief of Police R. Leppel #700

Date of Council approval \_\_\_\_\_

Email Street Superintendent \_\_\_\_\_

**CITY OF PLYMOUTH, WISCONSIN**  
**APPLICATION FOR ROOM TAX PERMIT**  
**FEE - \$1.00**

Date: July 8. 2024

To the Mayor and Common Council of the City of Plymouth, Wisconsin:

The undersigned hereby applies for a Room Tax Permit as required by Chapter 3-5-3 (b) of the Municipal Code of the City of Plymouth, passed by the Common Council of the City of Plymouth, Wisconsin, on the 25th day of June, 1991.

Name of Establishment: Country Living in The City

Address: 311 FREDERICK STREET, PLYMOUTH, WI 53073

Phone Number: 920-838-1716

Email Address or Web Address: terrihollister5@gmail.com

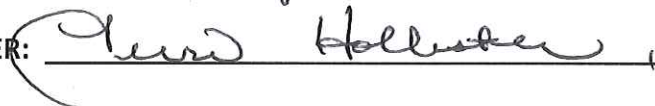
Name, address, and phone number for the owner or manager who has full charge of the premises for which a permit is applied:

Owner/Manager: TERRI HOLLISTER

Address: 311 FREDERICK St. Plymouth

Phone Number: 920-838-1716

Email Address: terrihollister5@gmail.com

SIGNATURE OF APPLICANT/OWNER: 

Alternate responsible agency ( advertising/online business agency):

Agency Name: Air B & B

Agency web address: \_\_\_\_\_

Agency Contact Name: \_\_\_\_\_

Agency Contact Email: \_\_\_\_\_

Agency Contact Signature: \_\_\_\_\_



## POLICE SUPPORT SPECIALIST

|                     |                        |                     |                            |
|---------------------|------------------------|---------------------|----------------------------|
| <b>Department:</b>  | Police                 | <b>FLSA Status:</b> | Non-Exempt                 |
| <b>Division:</b>    | Police Department      | <b>Job Status:</b>  | Non-Bargaining Unit        |
| <b>Reports to:</b>  | Deputy Chief of Police | <b>Location:</b>    | Plymouth Police Department |
| <b>Prepared by:</b> | Chief of Police        | <b>Approved by:</b> | Plymouth Common Council    |
| <b>Date:</b>        | July 23, 2024          | <b>Date:</b>        |                            |

### GENERAL DESCRIPTION

The purpose of this position is to perform administrative tasks under the direction of the Deputy Chief of Police or designee. High level of responsibility and need to exercise good judgment, decisiveness and creativity in a variety of situations. Manages confidential records and information on a regular basis. Interacts with the public on a daily basis. Provides dispatching services for the Police Department, including CAD data entry, radio and telephone communications, and access to secure data systems. This position involves independent judgment, familiarity with department functions, policies and practices.

### JOB FUNCTIONS

The following duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties and responsibilities may be assigned and required.

- Interacts with the public by telephone and in person. Receives and screens public inquiries and requests for service/emergencies.
- Data entry of police reports into the Spillman database system.
- Data entry and maintaining computer based and paper files.
- Issue parking citations and maintain parking citation records.
- Prioritize complaint information, dispatch and assign patrol officers to calls for service.
- Any additional duties as assigned which may include:
  - Assist in the maintenance of records and purging records on an annual basis.
  - Assists and instructs department personnel in the use of law enforcement software.
  - Assists with the coordination and completion of records requests for the department.
  - Completes transcription of digitally recorded files as needed.

### OTHER DUTIES

- Occasionally adjusts hours to maintain minimum clerical department coverage to include work on weekends, nights and holidays.
- Participate in occasional meetings.
- Provides back up to other office personnel as needed.
- Other duties as assigned by the Chief of Police or Deputy Chief.

### REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Minimum of one-year clerical experience with emphasis on typing and communication skills.
- Knowledge of the principles, practices and methods of a business office environment.
- Knowledge of office terminology, office equipment, arithmetic and accounting.
- The ability to classify, compute and tabulate data and information, as well as perform various mathematical calculations.
- The ability to communicate effectively both orally and in writing.
- The ability to use computers and a variety of computer software.

- Proficient in typing; experience with transcription is preferred.
- The ability to manage time effectively, work under pressure, work unsupervised and maintain confidentiality at all times.
- The ability to establish and maintain effective working relationships with fellow employees and the public.
- The ability to prepare and maintain accurate and complete records, files and reports.
- The ability to become knowledgeable of department procedures/programs and City Ordinances.
- Knowledge of police emergency communications, dispatching and call-taking.
- The ability to remain calm during stressful situations and obtain useful information from persons reporting emergencies over the phone and in person.

## EDUCATION AND TRAINING

- High School diploma or equivalent. Associates degree or equivalent preferred. Combination of education & experience considered.
- Wisconsin Department of Justice TIME level I, II, and Validation certifications preferred.
- Clerical and bookkeeping experience which includes word processing, computer, and accounting responsibilities.
- Office experience which regularly requires the ability to communicate orally and in writing with a variety of people, as well as frequent interaction with the general public.
- Prior experience with emergency radio communications, dispatching and call-taking in a law enforcement setting preferred.

## WORKING CONDITIONS

- Environment: Work is primarily inside and sedentary in nature. Brief periods of outdoor work including exposure to inclement weather, traffic and occasionally irritated persons.
- Physical: Includes sitting for extended period of time, walking, bending, stooping, and lifting books and files of approximately 20 lbs. or less. Work may include extended periods of time viewing a computer video monitor and/or operating a keyboard. Work may include operation of a motor vehicle. Employee may be exposed to hazardous materials. Work activity does not entail predictable or unpredictable exposure to blood or body fluids.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Disclaimer:** The job description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of the position. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract.



## **POLICE SUPPORT SPECIALIST/MUNICIPAL COURT CLERK**

|                     |                        |                     |                            |
|---------------------|------------------------|---------------------|----------------------------|
| <b>Department:</b>  | Police                 | <b>FLSA Status:</b> | Non-Exempt                 |
| <b>Division:</b>    | Police Department      | <b>Job Status:</b>  | Non-Bargaining Unit        |
| <b>Reports to:</b>  | Deputy Chief of Police | <b>Location:</b>    | Plymouth Police Department |
| <b>Prepared by:</b> | Chief of Police        | <b>Approved by:</b> | Plymouth Common Council    |
| <b>Date:</b>        | July 23, 2024          | <b>Date:</b>        |                            |

### **GENERAL DESCRIPTION**

The purpose of this position is to perform administrative tasks under the direction of the Deputy Chief of Police or Municipal Court Judge. Requires a high level of responsibility and need to exercise good judgment, decisiveness and creativity in a variety of situations. Manages confidential records and information on a regular basis and will interact with the public on a daily basis. Provides dispatching services for the Police Department, including CAD data entry, radio and telephone communications, and access to secure data systems. This position involves independent judgment, familiarity with department functions, policies and practices.

### **JOB FUNCTIONS**

The following duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties and responsibilities may be assigned and required.

- Interacts with the public by telephone and in person. Receives and screens public inquiries and requests for service/emergencies.
- Data entry, organizes and maintains file system(s), file correspondence and other records.
- Composes and types correspondences, including confidential memos, employee records and court documents.
- Conducts research, compiles and types statistical reports, including: IBR reports, juvenile records, criminal reporting documents and transcribes audio recordings as needed.
- Orders and maintains supplies, arranges for equipment maintenance.
- Dispatch and assign patrol officers to calls for service.
- Receives, screens and prepares responses to open records requests.
- Participate in department meetings. Serve as recording secretary and prepare minutes when required.
- Occasionally adjust hours to maintain minimum clerical department coverage to include work on weekends, nights and holidays. Provides back up to other office personnel as needed.

### **OTHER DUTIES**

- Court Clerk activities including but not limited to; obtaining citations, organize case files, prepare court docket; organize courtroom, bench and pre-trial schedules.
- Court session activities including but not limited to; record all pleas on court docket, provide defendants with copies of court disposition sheets; collect forfeitures and issue receipts for defendants; issue pre-trial, conference, hearing and trial notices; ensure OWI defendants complete and receive necessary forms.
- Attends trials and hearings; coordinates the recording for all trials and hearings at direction of Judge; prepare subpoenas, notices, court records, minutes, and disposition forms.
- Post-Court Activities including: record, monitor and balance all payments; maintain past due payment lists; close out completed cases and maintain files for all cases; send assessment forms and reports to proper offices; send necessary information to Division of Motor Vehicles; prepare driver's license suspensions and court ordered assessments; maintain records for accounts receivable and monitor payments by defendants; prepare and mail notices for court hearings; prepare warrants and commitments for Judge to sign and maintain files; transfer OWI cases to Circuit Court on jury requests; provide defendants and/or defense counsel with appeal rights information.
- Other duties as assigned by the Chief of Police, Deputy Chief or Municipal Judge.

## REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Minimum of five year's clerical experience with emphasis on typing and communication skills.
- Knowledge of the principles, practices and methods of a business office environment.
- Knowledge of office terminology, office equipment, arithmetic and accounting.
- The ability to classify, compute and tabulate data and information, as well as perform various mathematical calculations.
- Knowledge of the principles of Municipal Court administration and management. Ability to schedule, direct, and implement all office procedures.
- The ability to communicate effectively both orally and in writing.
- The ability to use computers and a variety of computer software along with municipal court software.
- Proficient in typing, experience with transcription is preferred.
- The ability to manage time effectively, work under pressure, work unsupervised and maintain confidentiality at all times.
- The ability to establish and maintain effective working relationships with fellow employees and the public.
- The ability to prepare and maintain accurate and complete records, files and reports.
- The ability to read and interpret documents such as state, federal and local statutes and procedure manuals.
- Knowledge of police emergency communications, dispatching and call-taking.
- The ability to remain calm during stressful situations and obtain useful information from persons reporting emergencies over the phone and in person.
- Maintain knowledge of municipal ordinance and state statutes and pending state legislation as it affects Municipal Court.

## EDUCATION AND TRAINING

- High School diploma or equivalent. Associates degree or equivalent preferred. Combination of education & experience considered.
- Wisconsin Department of Justice TIME level I, II, Validation and TAC certifications preferred. Notary Public.
- Clerical and bookkeeping experience which includes word processing, computer, and accounting responsibilities.
- Office experience which regularly requires the ability to communicate orally and in writing with a variety of people, as well as frequent interaction with the general public.
- Prior experience with emergency radio communications, dispatching and call-taking in a law enforcement setting preferred.

## WORKING CONDITIONS

- Environment: Work is primarily inside and sedentary in nature. Brief periods of outdoor work including exposure to inclement weather, traffic and occasionally irritated persons.
- Physical: Includes sitting for extended period of time, walking, bending, stooping, and lifting books and files of approximately 20 lbs. or less. Work may include extended periods of time viewing a computer video monitor and/or operating a keyboard. Work may include operation of a motor vehicle. Employee may be exposed to hazardous materials. Work activity does not entail predictable or unpredictable exposure to blood or body fluids.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Disclaimer:** The job description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of the position. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract.

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**DATE:** July 25, 2024

**TO:** Mayor and Common Council

**FROM:** Cathy Austin, P.E., Director of Public Works

**RE:** Approval of Ordinance No. 9 Repealing and Recreating Section 13-2 Floodplain Zoning

---

**Background:**

At the May 28, 2024 Committee of the Whole meeting, it was recommended moving forward with the changes of Section 13-2 as proposed in the attached Ordinance, which includes incorporating Act 175.

As previously discussed, the City was notified by the Department of Natural Resources (DNR) that the Federal Emergency Management Agency (FEMA) recently updated some of the Flood Insurance Rate Maps (FIRMs) and the entire Flood Insurance Study (FIS) for Sheboygan County. For the City of Plymouth, the FIRMs remain unchanged and only the Flood Insurance Study for Sheboygan County was updated. In order to continue to be eligible for floodplain insurance under National Flood Insurance Plan (NFIP), the City's floodplain ordinance must be updated.

As a reminder, Act 175 relates to nonconforming structures. Currently, if the nonconforming structure is altered, repaired, or modified the cost cannot equal or exceed 50 percent of its present equalized assessed value, unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the requirements of the floodplain ordinance. With the proposed ordinance, incorporating Act 175 the "50 percent" rule cannot be imposed. i.e. no cost-based regulations. Structures will still need to meet regulations relating to living space elevations, flood proofing standards, and anchoring requirements, however cost will no longer be the determining factor in the ability to make structure improvements.

**Plan Recommendation:**

At the meeting on July 11, 2024 the Plan Commission unanimously recommended the proposed Ordinance to the Common Council, repealing and recreating Section 13-2, including incorporating Act 175.

**Staff Recommendation:**

Approval of Ordinance No. 9 Repealing and Recreating Section 13-2 Floodplain Zoning

**Attachment:**

1. Ordinance No. 9 Section 13-2 Floodplain Zoning (clean version, red-lined copy available upon request)

**CITY OF PLYMOUTH**  
Ordinance No. \_\_\_\_\_ of 2024

**AN ORDINANCE REPEALING AND RECREATING TITLE 13,  
CHAPTER 2 FLOODPLAIN ZONING OF THE GENERAL CODE OF  
ORDINANCES OF THE CITY OF PLYMOUTH, WISCONSIN**

**WHEREAS**, the Wisconsin Department of Natural Resources (“DNR”) has requested that City staff review and update the City of Plymouth Floodplain Ordinance in light of 2019 Act 175, which created Wis. Stat. § 87.30(1d)(d); and

**WHEREAS**, Wis. Stat. § 87.30(1d) creates an exception to the rule that no modification or addition to any nonconforming structure that exceeds 50% of its present equalized assessed value is allowed; and

**WHEREAS**, in addition to the exception to the 50% rule, City staff have identified several other areas of the Floodplain Zoning Ordinance that are appropriate for updating as to current procedure and terminology; and

**WHEREAS**, the Plan Commission has reviewed the herein ordinance and recommends adoption; and

**WHEREAS**, a Class 2 notice of public hearing pursuant to Wis. Stat. § 62.23 was published in the Plymouth Review and held before the Common Council; and

**WHEREAS**, the Common Council finds the public health, safety, moral and general welfare benefit from adoption of this ordinance.

**NOW, THEREFORE**, the Common Council of the City of Plymouth, Wisconsin, does hereby ordain as follows:

**Section 1.     Repealing Code.** Title 13, Chapter 2, Floodplain Zoning, of the City of Plymouth General Ordinances is hereby repealed in its entirety.

**Section 2.     Recreating Code.** Title 13, Chapter 2, Floodplain Zoning, is hereby recreated to read as attached.

**Section 3.     Severability.** Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

**Section 4. Effective Date.** This Ordinance shall take effect the day after publication or posting.

Enacted on \_\_\_\_\_, 2024.

**CITY OF PLYMOUTH**

\_\_\_\_\_  
**DONALD O. POHLMAN**, Mayor

Date: \_\_\_\_\_

**CLERK'S CERTIFICATE OF ENACTMENT**

I hereby certify that the foregoing Ordinance was duly enacted by the City of Plymouth Common Council and approved by the Mayor on the dates indicated above.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
**ANNA VOIGT**, Clerk

9431\230902

## **CHAPTER 2**

### **FLOODPLAIN ZONING**

#### **Article A      Introduction**

- 13-2-1      Statutory Authorization
- 13-2-2      Finding of Fact
- 13-2-3      Statement of Purpose
- 13-2-4      Title

#### **Article B      General Provisions**

- 13-2-10      Areas to be Regulated
- 13-2-11      Official Maps & Revisions
- 13-2-12      Establishment of Floodplain Zoning Districts
- 13-2-13      Locating Floodplain Boundaries
- 13-2-14      Removal of Lands from Floodplain
- 13-2-15      Compliance
- 13-2-16      Municipalities and State Agencies Regulated
- 13-2-17      Abrogation and Greater Restrictions
- 13-2-18      Interpretation
- 13-2-19      Warning and Disclaimer of Liability
- 13-2-20      Severability
- 13-2-21      Annexed Areas for Cities and Villages
- 13-2-22      General Development Standards

#### **Article C      General Standards Applicable to all Floodplain Districts**

- 13-2-23      Hydraulic and Hydrologic Analyses
- 13-2-24      Watercourse Alterations
- 13-2-25      Wis. Stat. chs. 30 and 31 Development
- 13-2-26      Public or Private Campgrounds

#### **Article D      Floodway District (FW)**

- 13-2-27      Applicability
- 13-2-28      Permitted Uses
- 13-2-29      Standards for Development in Floodway Areas
- 13-2-30      Prohibited Uses

#### **Article E      Floodfringe District (FF)**

- 13-2-31      Applicability
- 13-2-32      Permitted Uses
- 13-2-33      Standards for Development in Floodfringe Areas

Article F      General Floodplain District (GFP)

- 13-2-40      Applicability
- 13-2-41      Permitted Uses
- 13-2-42      Standards for Development in the General Floodplain District
- 13-2-43      Determining Floodway and Floodfringe Limits

Article G      Nonconforming Uses

- 13-2-50      General
- 13-2-51      Floodway District
- 13-2-52      Floodfringe District

Article H      Administration

- 13-2-60      Zoning Administrator
- 13-2-61      Zoning Agency
- 13-2-62      Board of Appeals
- 13-2-63      To Review Appeals of Permit Denials
- 13-2-64      Floodproofing Standards for Nonconforming Structures or Uses
- 13-2-65      Public Information

Article I      Amendments

- 13-2-70      General
- 13-2-71      Procedures

Article J      Enforcement and Penalties

- 13-2-80      Enforcement and Penalties

Article K      Definitions

- 13-2-81      Definitions

**ARTICLE A**

Introduction

**SEC. 13-2-1 STATUTORY AUTHORIZATION.**

This ordinance is adopted pursuant to the authorization in Wis. Stat. § 62.23 and the requirements in Wis. Stat. § 87.30.

**SEC. 13-2-2 FINDING OF FACT.**

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

### **SEC. 13-2-3 STATEMENT OF PURPOSE.**

- (a) This ordinance is intended to regulate floodplain development to:
- (1) Protect life, health, and property;
  - (2) Minimize expenditures of public funds for flood control projects;
  - (3) Minimize rescue and relief efforts undertaken at the expense of the
  - (4) Minimize business interruptions and other economic disruptions;
  - (5) Minimize damage to public facilities in the floodplain;
  - (6) Minimize the occurrence of future flood blight areas in the floodplain;
  - (7) Discourage the victimization of unwary land and home buyers;
  - (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
  - (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

### **SEC. 13-2-4 TITLE.**

This ordinance shall be known as the Floodplain Zoning Ordinance for Plymouth, Wisconsin.

## **ARTICLE B**

### **General Provisions**

### **SEC. 13-2-10 AREAS TO BE REGULATED.**

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, and AE on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and City of Plymouth may also be regulated under the provisions of this ordinance, where applicable.

### **SEC. 13-2-11 OFFICIAL MAPS & REVISIONS.**

The boundaries of all floodplain districts are designated as floodplains or A-Zones

on the maps listed below and the revisions in the City of Plymouth Floodplain Appendix. Any change to the Base Flood Elevations (BFE) in the Flood Insurance Study (FIS) or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see sec.13-2-70) before it is effective. No changes to Regional Flood Elevations (RFE's) on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Building Inspector and Zoning Administrator of the City of Plymouth. If more than one map or revision is referenced, the most restrictive information shall apply.

(a) OFFICIAL MAPS:

(1) Based on the Sheboygan County Flood Insurance Study (FIS), dated August 28, 2024, volume numbers **55117CV001B and 55117CV002B**

(2) Sheboygan County Flood Insurance Rate Map (FIRM), panel numbers 55117C0170F, 55117C0188F, 55117C0190F, **55117C0285F**, 55117C0301F, 55117C0302F, and 55117C0306F

dated April 2, 2009, with corresponding profiles that are based on the FIS.

(b) LETTER OF MAP REVISIONS

(1) LOMR 1305-5518P effective 3/21/2014

(2) LOMR 22-05-1328P effective 4/8/2024

Approved by: The DNR and FEMA

(c) BRICKBAUER DAM ANALYSIS

In May 2019, the Wisconsin Department of Natural Resources (DNR) approved the dam failure analysis for the Brickbauer Dam located on the Mullet River in the Southeast Quarter of the Southwest Quarter of Section 27, Township 15, Range 21 East, Sheboygan County. Based on the results of the approved study and development in the hydraulic shadow, the dam was assigned a final hazard rating of High Hazard due to homes located within the hydraulic shadow which will be inundated greater than 2 feet if a failure were to occur. The areas of potential dam failure (hydraulic shadow) are adequately reflected on a map with additional information such as stationing water surface profile, maximum velocities, and floodway widths provided on a profile plot and in a floodway data table. This information is provided for and referenced in the following titled data table, hydraulic shadow map, and flood profiles:

- (1) Hydraulic Shadow Map titled "Brickbauer Dam Hydraulic shadow Map".
- (2) Floodway data table titled "Floodway Data Table".
- (3) Flood profiles titled "Brickbauer Dam. Hydraulic shadow Profiles".

*(Revised 2/09, Amended 6/19)*

## SEC. 13-2-12 ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS.

- (a) The regional floodplain areas are divided into three districts as follows:
- (1) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters **and are contained within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to sec. 13-2-43.**
  - (2) The Floodfringe District (FF) is that portion of **a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to sec. 13-2-43 within A Zones shown on the FIRM.**
  - (3) The General Floodplain District (GFP) is **those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.**

## SEC. 13-2-13 LOCATING FLOODPLAIN BOUNDARIES.

- (a) Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in paragraphs (1) or (2) below. If a significant difference exists, the map shall be amended according to sec. 13-2-70. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to sec.13-2-62(e) and the criteria in (1) and (2) below.
- (1) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
  - (2) **Where flood profiles do not exist, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.**

**Note:** Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must also approve any map amendment pursuant to sec. 13-2-70.

## **SEC. 13-2-14 REMOVAL OF LANDS FROM FLOODPLAIN.**

- (a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to sec. 13-2-70.
- (b) The delineation of any of the Floodplain Zoning Districts may be revised by the City of Plymouth Common Council where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The zoning administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - (1) The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
  - (2) The fill must be contiguous to land outside the floodplain; applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- (c) Removal of lands from the floodplain may also occur by operation of Wis. Stat. § 87.30(1)(e), if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

## **SEC. 13-2-15 COMPLIANCE.**

- (a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- (b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with sec. 13-2-80.
- (c) Floodplain development permits issued on the basis of plans and applications approved by the Zoning Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Zoning Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with sec. 13-2-80.

## **SEC. 13-2-16 MUNICIPALITIES AND STATE AGENCIES REGULATED.**

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if Wis. Stat. § 13.48(13) applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation are exempt when Wis. Stat. § 30.2022 applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the city is in compliance with federal, state, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under Wis. Stat. § 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of floodplain development permit if the following apply: the applicant provides documentation to the Zoning Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under Wis. Stat. § 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

## **SEC. 13-2-17 ABROGATION AND GREATER RESTRICTIONS.**

- (a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under Wis. Stat. § 62.23 or Wis. Stat. § 87.30 which relate to floodplains. If another ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (b) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

## **SEC. 13-2-18 INTERPRETATION.**

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by Wis. Admin. Code Ch. NR 116 is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

## **SEC. 13-2-19 WARNING AND DISCLAIMER OF LIABILITY.**

The flood protection standards in this ordinance are based on engineering experience and scientific research. Larger floods may occur or the flood height

may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. Nor does this ordinance create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

#### **SEC. 13-2-20 SEVERABILITY.**

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

#### **SEC. 13-2-21 ANNEXED AREAS .**

Upon annexation, annexed lands are described on the city official zoning map and are subject to the this Floodplain Zoning Ordinance for Plymouth, Wisconsin. All plats or maps of annexation shall show the regional flood elevation and the location of the floodway.

### **ARTICLE C**

#### **General Standards Applicable to All Floodplain Districts**

#### **SEC. 13-2-22 GENERAL DEVELOPMENT STANDARDS.**

The zoning administrator shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

(a) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:

- (1) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) be constructed with flood-resistant materials;
- (3) be constructed by methods and practices that minimize flood damages;
- (4) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and.

(b) If a subdivision or other proposed new development is in a flood-prone area,

the zoning administrator shall assure that:

- (1) such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
- (2) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
- (3) adequate drainage is provided to reduce exposure to flood hazards, and

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in sec. 13-2-60(b).

#### **SEC. 13-2-23 HYDRAULIC AND HYDROLOGIC ANALYSES.**

(a) No floodplain development shall:

- (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, increasing regional flood height; or
- (2) Cause any increase in the regional flood height due to floodplain storage area lost.

(b) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or increase the regional flood height based on the officially adopted FIRM or other adopted map, unless the provisions of sec. 13-2-70 are met.

#### **SEC. 13-2-24 WATERCOURSE ALTERATIONS.**

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices and required the applicant to secure all necessary state and federal permits. The standards of sec. 13-2-23 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to sec. 13-2-70, the zoning

administrator shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

#### **SEC. 13-2-25 WIS. STAT. CHS. 30 AND 31, DEVELOPMENT.**

Development which requires a permit from the Department, under Wis. Stat. chs. 30 and 31, such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain ordinance are made according to sec. 13-2-70.

#### **SEC. 13-2-26 PUBLIC OR PRIVATE CAMPGROUNDS.**

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (a) The campground is approved by the Department of Agriculture, Trade and Consumer Protection.
- (b) A land use permit for the campground is issued by the zoning administrator.
- (c) The character of the river system and the elevation of the campground are such that a 72-hour warning of an impending flood can be given to all campground occupants.
- (d) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.
- (e) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated by the officials identified in sub. (d), above, to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations.
- (f) All mobile recreational vehicles placed on site must meet one of the following:
  - (1) Only camping units that are fully licensed, if required, and ready for highway use are allowed.
  - (2) The camping units shall not occupy any site in the campground

for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours.

- (3) Meet the requirements in either Article D, Article E, and Article F for the floodplain district in which the structure is located

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(g) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 13-2-26(f) and shall ensure compliance with all the provisions of this section.

(h) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.

(i) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued.

(j) All service facilities, including but not limited to refuse collection, electrical service, natural gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

(k) Standards for structures in a campground:

- (1) All structures must comply with sec. 13-2-26 or meet the applicable requirements in Article D, Article E, and Article F for the floodplain district in which the structure is located;

- (2) A portable landing or deck may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these portable landings during flood events must be addressed within the written agreement with the city compliant with sec. 13-2-26(d). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood

levels during the occurrence of the regional flood.

- (3) Decks/patios that are constructed completely at grade are allowed but must also comply with applicable shoreland zoning standards.
- (4) Camping equipment and appurtenant equipment in the campground are allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the city pursuant to sec. 13-2-26(d).
- (5) Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the city pursuant to with sec. 13-2-26(d).
- (l) A land use permit shall be obtained as provided under sec. 13-2-61 before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

## **ARTICLE D**

### **Floodway District (FW)**

#### **SEC. 13-2-27 APPLICABILITY.**

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to sec. 13-2-43.

#### **SEC. 13-2-28 PERMITTED USES.**

The following open space uses are allowed in the floodway district and the floodway areas of the general floodplain district, if

- They are not prohibited by any other ordinance;
- They meet the standards in sec. 13-2-29 and sec. 13-2-30; and

- All permits or certificates have been issued according to 13-2-60.
- (a) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
  - (b) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
  - (c) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of sec. 13-2-29(d).
  - (d) Uses or structures accessory to open space uses, or classified as historic structures that comply with sec. 13-2-29 and sec. 13-2-30.
  - (e) Extraction of sand, gravel or other materials that comply with sec. 13-2-29(d).
  - (f) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with Wis. Stat. chs. 30 and 31.
  - (g) Public utilities, streets, and bridges that comply with sec. 13-2-29 (c).
  - (h) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Ch. SPS 383, Wis. Adm. Code.
  - (i) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
  - (j) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
  - (k) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

## **SEC. 13-2-29 STANDARDS FOR DEVELOPMENT IN FLOODWAY AREAS.**

- (a) GENERAL.

- (1) Any development in floodway areas shall comply with Article C and have a low flood damage potential.
- (2) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to sec. 13-2-26 and sec. 13-2-60(b)(3). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- (3) Any encroachment in the regulatory floodway is prohibited unless the data submitted for sec. 13-2-29(a)(2) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in sec. 13-2-14.

(b) STRUCTURES.

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- (1) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- (2) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
  - a. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
  - b. Have structural components capable of meeting all provisions of sec. 13-2-29(b)(7) and;
  - c. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with sec. 13-2-

29(b)(7).

- (3) Must be anchored to resist flotation, collapse, and lateral movement;
- (4) Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
- (5) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (6) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets sec. 13-2-29(b)(1) through 13-2-29(b)(6) and meets or exceeds the following standards:
  - a. The lowest floor must be elevated to or above the regional flood elevation;
  - b. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  - c. The bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
  - d. The use must be limited to parking, building access or limited storage.
- (7) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
  - a. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
  - b. Construction of wells, water supply systems and waste treatment systems so as to prevent the

entrance of flood waters in such systems and must be in accordance with provisions in sec. 13-2-30(d) and 13-2-30(e);

- c. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
- d. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
- e. Placement of utilities to or above the flood protection elevation.

(c) PUBLIC UTILITIES, STREETS AND BRIDGES.

Public utilities, streets and bridges may be allowed by permit, if:

- (1) Adequate floodproofing measures are provided to the flood protection elevation; and
- (2) Construction meets the development standards of sec. 13-2-23.

(d) FILLS OR DEPOSITION OF MATERIALS.

Fills or deposition of materials may be allowed by permit, if:

- (1) The requirements of sec. 13-2-23 are met;
- (2) No material is deposited in the navigable channel unless a permit is issued by the Department pursuant to Wis. Stat. ch. 30 and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and the other requirements of this section are met;
- (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- (4) The fill is not classified as a solid or hazardous material.

**SEC. 13-2-30 PROHIBITED USES.**

All uses not listed as permitted uses in sec.13-2-28 are prohibited, including the following uses:

- (a) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (b) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (c) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (d) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code Ch. SPS 383;
- (e) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code Chs. NR 811 and 812;
- (f) Any solid or hazardous waste disposal sites;
- (g) Any wastewater treatment ponds or facilities, except those permitted under Wis. Admin. Code § NR 110.15(3)(b);
- (h) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

## **ARTICLE E**

### **Floodfringe District (FF)**

#### **SEC. 13-2-31 APPLICABILITY.**

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to sec. 13-2-43.

#### **SEC. 13-2-32 PERMITTED USES.**

Any structure, land use, or development is allowed in the floodfringe district if the standards in sec. 13-2-33 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in sec. 13-2-60 have been issued.

#### **SEC. 13-2-33 STANDARDS FOR DEVELOPMENT IN FLOODFRINGE AREAS.**

Article C shall apply in addition to the following requirements according to the use

requested. Any existing structure in the floodfringe must meet the requirements of Article G.

(a) RESIDENTIAL USES.

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of Article G - Nonconforming Uses.

(1) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the elevation of the lowest floor, shall be at or above the flood protection elevation on fill. The fill shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet sec. 13-2-14.

(2) Notwithstanding sec.13-2-33(a)(1), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

(3) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subsection (4),below

(4) In developments where existing street or sewer line elevations make compliance with subsection (3), above, impractical, the city may permit new development and substantial improvements where access roads are at or below the regional flood elevation, if:

- a. The city has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
- b. The municipality has an emergency evacuation plan that follows acceptable hazard mitigation planning guidelines approved by Wisconsin Department of Natural Resources.

(b) ACCESSORY STRUCTURES OR USES.

In addition to Article C, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(c) COMMERCIAL USES.

In addition to Article C, any commercial structure which is erected, altered or moved into the floodfringe area shall meet the requirements of sec. 13-2-33. Subject to the requirements of sec. 13-2-33(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(d) MANUFACTURING AND INDUSTRIAL USES.

In addition to Article C, any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in sec. 13-2-64. Subject to the requirements of sec. 13-2-33(e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(e) STORAGE OF MATERIALS.

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with sec. 13-2-64. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(f) PUBLIC UTILITIES, STREETS AND BRIDGES.

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

(1) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction of and substantial improvements to such facilities may only be permitted if they are floodproofed in compliance with sec. 13-2-64 to the flood protection elevation;

(2) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(g) SEWAGE SYSTEMS.

All on-site sewage disposal systems shall be floodproofed, pursuant to sec. 13-2-64, to the flood protection elevation and shall meet the provisions of all local ordinances and Wis. Admin. Code Chap. SPS 383,.

(h) WELLS.

All wells shall be floodproofed, pursuant to sec. 13-2-64, to the flood protection elevation and shall meet the provisions of Wis. Admin. Code Chs. NR 811 and NR 812 .

(i) SOLID WASTE DISPOSAL SITES.

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(j) DEPOSITION OF MATERIALS.

Any deposited material must meet all the provisions of this ordinance.

(k) MANUFACTURED HOMES.

(1) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.

(2) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

a. Have the lowest floor elevated to the flood protection elevation; and

b. Be anchored so they do not float, collapse or move laterally during a flood

(3) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in sec. 13-2-33(a).

(l) MOBILE RECREATIONAL VEHICLES.

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either fully licensed and ready for highway use or shall meet the elevation and anchoring requirements in sec. 13-2-33(k)(2) and (3). A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect utilities and security devices and has no permanently attached additions.

**ARTICLE F**

## General Floodplain District (GFP)

### **SEC. 13-2-40 APPLICABILITY.**

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in sec. 13-2-11.

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in sec. 13-2-11, the boundaries of the regulatory floodway shall be determined pursuant to sec. 13-2-43. If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of Article D. If the development is located entirely within the floodfringe, the development is subject to the standards of Article E.

### **SEC. 13-2-41 PERMITTED USES.**

Pursuant to sec. 13-2-43, it shall be determined whether the proposed use is located within a floodway or floodfringe area.

Those uses permitted in floodway (13-2-28) and floodfringe areas (13-2-32) are allowed within the general floodplain district, according to the standards of sec. 13-2-42, provided that all permits or certificates required under sec. 13-2-60 have been issued.

### **SEC. 13-2-42 STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT.**

Article D applies to floodway areas; Article E applies to floodfringe areas. The rest of this ordinance applies to either district.

(a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

- (1) To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
- (2) If the depth is not specified on the FIRM, two (2) feet above the highest adjacent natural grade or higher.

(b) New construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.

(c) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

(d) All development in zones AO and zone AH shall meet the

requirements of Article E applicable to flood fringe areas.

#### **SEC. 13-2-43 DETERMINING FLOODWAY AND FLOODFRINGE LIMITS.**

Upon receiving an application for development within the zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

- (a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM;
- (b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries:
  - (1) A Hydrologic and Hydraulic Study as specified in sec.13-2-60(b)3 by the proposed development, and all historic high water information;
  - (2) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
  - (3) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply, and sanitary facilities.

### **ARTICLE G**

#### **NONCONFORMING USES**

##### **SEC. 13-2-50 GENERAL.**

- a. APPLICABILITY.
  - 1. The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with Wis. Stat. § 87.30, Wis. Admin. Code §§ NR 116.12-14, and 44 C.F.R. 59-72. These standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure

or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created. If these standards conform with Wis. Stat. § 62.23(7)(h), they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.

2. As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, the zoning administrator shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.
- b. The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
1. No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding, or replacement of any such existing use, structure or accessory structure or use. Ordinary maintenance repairs are not considered an extension, modification, or addition; these include painting, decorating, paneling, and the replacement of doors, windows and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities.
- The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure;
2. If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
  3. The city shall keep a record which lists all nonconforming uses

and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;

4. No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with sec. 13-2-33(a). The costs of elevating a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

5. No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with sec. 13-2-33(a). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.

6. If on a per event basis the total value of the work being done under (4) and (5) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with sec. 13-2-33(a).

7. Except as provided in subsection (8), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

8. For nonconforming buildings that are substantially damaged or destroyed by a non-flood disaster, the repair or reconstruction of

any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

a. Residential Structures

1. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of sec. 13-2-64(b).
2. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
3. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.
5. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards of sec. 13-2-42.
6. In AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

b. Non-Residential Structures

1. Shall meet the requirements of sec. 13-2-50.
2. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in sec. 13-2-64 (a) or (b).
3. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the

standards in sec. 13-2-42.

c. A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with sec. 13-2-29(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with sec. 13-2-64 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of 13-2-50(2)(h)(1) if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

d. Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:

1. Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
2. The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
3. The nonconforming building is permanently changed to conform to the applicable requirements of sec. 13-2-22;
4. If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 13-2-29. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with sec. 13-2-43. If the encroachment is in the floodway, it must meet the standards in sec. 13-2-30;
5. If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of sec. 13-2-33 and 13-2-52;
6. Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
7. Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including

basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

- a. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of sec. 13-2-50(d)(7) above.
  - b. The city must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
8. Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
  - a. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
  - b. The bottom of all openings must be no higher than one foot above the adjacent grade.
  - c. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;
9. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or

subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

10. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
11. Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
  - a. Be on site for fewer than 180 consecutive days; or
  - b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
  - c. Meet the elevation and anchoring requirements for manufactured homes in sec. 13-2-50(d)(9) above;
12. In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity;

13. In zone A, the city must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet sec. 13-2-50(d)(6 ) through (12) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with sec. 13-2-43. If the encroachment is in the floodway, it must meet the standards in sec. 13-2-29(d). Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity;
14. In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with sec. 13-2-43. If the encroachment is in the floodway, it must meet the standards in sec. 13-2-29(d). Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity;
15. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
16. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in sec. 13-2-50(d)(7) above. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity

## **SEC. 13-2-51 FLOODWAY DISTRICT.**

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in a floodway district, unless such modification or addition:

(1) Has been granted a permit or variance which meets all ordinance requirements;

(2) Meets the requirements of sec. 13-2-50;

(3) Will not increase the obstruction to flood flows or regional flood height;

(4) Any addition to the existing structure shall be floodproofed, pursuant to sec. 13-2-64 by means other than the use of fill, to the flood protection elevation;

(5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

d. The use must be limited to parking, building access or limited storage.

(b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in a floodway district. Any replacement, repair, or maintenance of an existing on-site sewage disposal system in a floodway district shall meet the applicable requirements of all municipal ordinances sec. 13-2-64(c) and Wis. Admin. Code Ch. SPS 383.

(c) No new well or modification to an existing well used to obtain potable water shall be allowed in a floodway area. Any replacement, repair or

maintenance of an existing well in a floodway area shall meet the applicable requirements of all municipal ordinances, sec. 13-2-64(c) and Wis. Admin. Code Chs. NR 811 and NR 812.

#### **SEC. 13-2-52 FLOODFRINGEDISTRICT.**

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and the modification or addition shall be placed on fill or floodproofed to the flood protection elevation in compliance with the standards for that particular use in sec. 13-2-33, except where sec. 13-2-52(b) is applicable.

(b) Where compliance with the provisions of subsection. (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in sec. 13-2-62, may grant a variance from those provisions of subsection (a) for modifications or additions, using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

- (1) No floor is allowed below the regional flood elevation for residential or commercial structures;
- (2) Human lives are not endangered;
- (3) Public facilities, such as water or sewer, will not be installed
- (4) Flood depths will not exceed two feet
- (5) Flood velocities will not exceed two feet per second; and
- (6) The structure will not be used for storage of materials as described in sec. 13-2-33(e).

(c) All new private sewage disposal systems, or addition to, replacement, repair, or maintenance of a private sewage disposal system shall meet all the applicable provisions of sec. 13-2-64(3) and Wis. Admin. Code Ch. SPS 383.

(d) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance sec. 13-2-64(c) and Wis. Admin. Code Chs. NR 811 and NR 812.

## **ARTICLE H**

### **ADMINISTRATION**

Where a zoning administrator, planning agency or a Board of Appeals has already been appointed to administer a zoning ordinance adopted under Wis. Stat. § 62.23(7) these officials shall also administer this ordinance.

#### **SEC. 13-2-60 ZONING ADMINISTRATOR.**

(a) **DUTIES AND POWERS** The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- (1) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (2) Issue permits and inspect properties for compliance with provisions of this ordinance, and issue certificates of compliance where appropriate.
- (3) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (4) Keep records of all official actions such as:
  - a. All permits issued, inspections made, and work approved;
  - b. Documentation of certified lowest floor and regional flood elevations for floodplain development;
  - c. Floodproofing certificates.
  - d. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
  - e. All substantial damage assessment reports for floodplain structures.
  - f. List of nonconforming structures and uses.
- (5) Submit copies of the following items to the Department Regional office:

a. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;

b. Copies of any case-by-case analyses and any other information required by the Department.

c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

(6) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(7) Submit copies of amendments to the FEMA Regional office.

(b) FLOODPLAIN DEVELOPMENT PERMIT. A floodplain development permit shall be obtained before any development; any repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

(1) GENERAL INFORMATION.

a. Name and address of the applicant, property owner and contractor;

b. Legal description, proposed use, and whether it is new construction or a modification;

(2) SITE DEVELOPMENT PLAN. A site plan drawn to scale shall be submitted with the permit application form and shall contain:

a. Location, dimensions, area and elevation of the lot;

b. Location of the ordinary highwater mark of any abutting navigable waterways;

c. Location of any structures with distances measured from the lot lines and street centerlines;

d. Location of any existing or proposed on-site sewage systems or private water supply systems;

e. Location and elevation of existing or future access roads;

- f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
- g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study - either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
- h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of Article D or Article E are met; and
- i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to sec. 13-2-23 This may include any of the information noted in sec. 13-2-29(a).

(3) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT. All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department

- a. Zone A floodplains and AE Zones within which a floodway is not delineated:
  - (1) Hydrology  
The appropriate method shall be based on the standards in Wis. Admin. Code § NR 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
  - (2) Hydraulic modeling  
The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), , *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
    - a. Determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
    - b. Channel sections must be surveyed.
    - c. Minimum four foot contour data in the

overbanks shall be used for the development of cross section overbank and floodplain mapping.

- d. A maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
- e. The most current version of HEC\_RAS shall be used.
- f. A survey of bridge and culvert openings and the top of road is required at each structure.
- g. Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
- h. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
- i. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

(3) Mapping

A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed

development and whether the proposed development is located in the floodway.

- a. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- b. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

b. Zone AE Floodplains

(1) Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis Admin. Code § NR 116.07(3), , *Hydrologic Analysis: Determination of Regional Flood Discharge*.

(2) Hydraulic model

The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), , *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- a. Duplicate Effective Model  
The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
- b. Corrected Effective Model.  
The Corrected Effective Model shall not include any man-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.

- c. Existing (Pre-Project Conditions) Model.  
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
- d. Revised (Post-Project Conditions) Model.  
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
- e. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
- f. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

(3) Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

- a. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
- b. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM

may be more easily revised.

- c. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
- d. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
- e. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- f. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- g. Both the current and proposed floodways shall be shown on the map.
- h. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(4) EXPIRATION. All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date

(c) CERTIFICATE OF COMPLIANCE. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- (2) Application for such certificate shall be concurrent with the application for a permit;

- (3) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- (4) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that floodproofing measures meet the requirements of sec. 13-2-64.
- (5) Where applicable pursuant to sec. 13-2-42, the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
- (6) Where applicable pursuant to sec. 13-2-42, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by sec. 13-2-42.
- (d) OTHER PERMITS. The applicant must secure all necessary permits from federal, state, and local agencies, including those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

#### **SEC. 13-2-61 ZONING AGENCY.**

- (a) The Plan Commission shall:
  - (1) Oversee the functions of the office of the zoning administrator; and
  - (2) Review and advise the Common Council on all proposed amendments to this ordinance, maps and text.
  - (3) Publish adequate notice pursuant to Wis. Stat. Chap. 985, , specifying the date, time, place, and subject of the public hearing.
- (b) The Plan Commission shall not
  - (1) Grant variances to the terms of the ordinance in place of action by the Board of Appeals; or
  - (2) Amend the text or zoning maps in place of official action by the

Common Council.

**SEC. 13-2-62 BOARD OF APPEALS.**

(a) **STATUTORY AUTHORITY.** The Board of Appeals, created under Wis. Stat. § 62.23(7)(e) is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator may not be the secretary of the Board.

(b) **POWERS AND DUTIES.**

(1) The Board of Appeals shall:

a. Appeals – Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance.

b. Boundary Disputes – Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.

c. Variances – Hear and decide, upon appeal, variances from the ordinance standards.

(c) **APPEALS TO THE BOARD.** Appeals to the board may be taken by any person aggrieved, or by any officer or department of the city affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

(d) **NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES.**

(1) Notice – The board shall:

a. Fix a reasonable time for the hearing;

b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing;

c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

(2) Hearing – Any party may appear in person or by agent. The board shall:

- a. Resolve boundary disputes according to sec. 13-2-62(e).
- b. Decide variance applications according to sec. 13-2-62(f).
- c. Decide appeals of permit denials according to sec. 13-2-63.

(3) Decision: The final decision regarding the appeal or variance application shall:

- a. Be made within a reasonable time;
- b. Be sent to the Department Regional office within 10 days of the decision;
- c. Be a written determination signed by the chairman or secretary of the Board;
- d. State the specific facts which are the basis for the Board's decision;
- e. Either affirm, reverse, vary, or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application;
- f. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(e) BOUNDARY DISPUTES. The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- (1) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined.
- (2) In all cases, the person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.
- (3) If the boundary is incorrectly mapped, the Board should inform

the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to Article I.

(f) VARIANCE.

(1) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

- a. Literal enforcement of the ordinance provisions will cause unnecessary hardship;
- b. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
- c. The variance is not contrary to the public interest; and
- d. The variance is consistent with the purpose of this ordinance in sec. 13-2-3.

(2) In addition to the criteria in subsection (1), to qualify for a variance under FEMA regulations, the following criteria must be met:

- a. The variance may not cause any increase in the regional flood elevation;
- b. The applicant has shown good and sufficient cause for issuance of the variance;
- c. Failure to grant the variance would result in exceptional hardship;
- d. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
- e. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

(3) A variance shall not:

- a. Grant, extend, or increase any use prohibited in the zoning district.
- b. Be granted for a hardship based solely on an economic

gain or loss.

c. Be granted for a hardship which is self-created.

d. Damage the rights or property values of other persons in the area.

e. Allow actions without the amendments to this ordinance or map(s) required in sec. 13-2-70.

f. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(4) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage and increase risks to life and property. A copy shall be maintained with the variance record.

#### **SEC. 13-2-63 TO REVIEW APPEALS OF PERMIT DENIALS.**

(a) The Plan Commission (sec. 13-2-61) or Board shall review all data related to the appeal. This may include:

(1) Permit application data listed in sec. 13-2-60(b).

(2) Floodway/flood fringe determination data in sec. 13-2-43.

(3) Data listed in sec. 13-2-29(a)(2) where the applicant has not submitted this information to the zoning administrator.

(4) Other data submitted with the application, or submitted to the Board with the appeal.

(b) For appeals of all denied permits the Board shall:

(1) Follow the procedures of sec. 13-2-62;

(2) Consider Plan Commission recommendations; and

(3) Either uphold the denial or grant the appeal.

(c) For appeals concerning increases in regional flood elevation the Board shall:

(1) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be

allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of Article I; and

(1) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

#### **SEC. 13-2-64 FLOODPROOFING STANDARDS.**

(a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA Floodproofing Certificate. Flood proofing is not an alternative to the development standards in sec. 13-2-22, Article D, Article E, or Article F.

(b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

(1) certified by a registered professional engineer or architect; or

(2) meeting or exceeding the following standards:

a. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; the bottom of all openings shall be no higher than one foot above grade; and

b. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(c) Floodproofing measures shall be designed, as appropriate, to:

(1) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;

(2) Protect structures to the flood protection elevation;

(3) Anchor structures to foundations to resist flotation and lateral movement;

(4) Minimize or eliminate infiltration of flood waters; and

(5) Minimize or eliminate discharges into flood waters.

(6) Placement of essential utilities to or above the flood protection elevations; and

- (7) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
- a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
  - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
  - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
  - d. The use must be limited to parking, building access or limited storage.

#### **SEC. 13-2-65 PUBLIC INFORMATION.**

- (a) Place marks on structures to show the depth of inundation during the regional flood.
- (b) All maps, engineering data and regulations shall be available and widely distributed.
- (c) All real estate transfers should show what floodplain zoning district any real property is in.

### **ARTICLE I**

#### **AMENDMENTS**

#### **SEC. 13-2-70 AMENDMENTS.**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with Article I.

- (a) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with Article I. Any such alterations must be reviewed and approved by FEMA and the DNR.

- (b) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. Article I.

#### **SEC. 13-2-71 GENERAL.**

The Common Council shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner provided by law. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (a) Any change to the official floodplain zoning map, including the floodway line or boundary of any floodplain area.
- (b) Correction of discrepancies between the water surface profiles and floodplain zoning maps.
- (c) Any fill in the floodplain which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.
- (d) Any fill or floodplain encroachment that obstructs flow, increasing regional flood height.
- (e) Any upgrade to a floodplain zoning ordinance text required by Wis. Admin. Code § NR 116.05 or otherwise required by law, or for changes by the municipality.
- (f) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.
- (g) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM.

**Note:** Consult the FEMA web site - [www.fema.gov](http://www.fema.gov) - for the map change fee schedule.

#### **SEC. 13-2-72 PROCEDURES.**

Ordinance amendments may be made upon petition of any interested party according to the provisions of Wis. Stat. § 62.23. Such petitions shall include all necessary data required by sec. 13-2-43 and sec. 13-2-60(b).

- (a) The proposed amendment shall be referred to the Plan Commission

for a public hearing and recommendation to the Common Council. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stat. § 62.23.

(b) No amendments shall become effective until reviewed and approved by the Department.

(c) All persons petitioning for a map amendment that obstructs flow, increasing regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the Common Council.

## **ARTICLE J**

### **ENFORCEMENT AND PENALTIES**

#### **SEC. 13-2-80 ENFORCEMENT AND PENALTIES.**

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the city a penalty of not less than \$50, together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the city, the state, or any citizen thereof pursuant to Wis. Stat. § 87.30 or the City Code of General Ordinances.

## **ARTICLE K**

### **DEFINITIONS**

#### **SEC. 13-2-90 DEFINITIONS.**

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

(1) "A ZONES" – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

- (2) AH ZONE – See “AREA OF SHALLOW FLOODING”.
- (3) AO ZONE – See “AREA OF SHALLOW FLOODING”.
- (4) "ACCESSORY STRUCTURE OR USE" – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure, or building..
- (5) “AREA OF SHALLOW FLOODING” – A designated AO or AH zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual change of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.
- (6) "BASE FLOOD" – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
- (7) "BASEMENT" – Any enclosed area of a building having its floor sub-grade, i.e., below ground level, on all sides.
- (8) "BUILDING" – See STRUCTURE.
- (9) "BULKHEAD LINE" – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to Wis. Stat. § 30.11 and which allows limited filling between this bulkhead line and the original ordinary high water mark, except where such filling is prohibited by the floodway provisions of this ordinance.
- (10) "CAMPGROUND" – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
- (11) "CAMPING UNIT" – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, tent or other mobile recreational vehicle.
- (12) "CERTIFICATE OF COMPLIANCE" – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
- (13) "CHANNEL" – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

(14) "CRAWLWAYS" OR "CRAWL SPACE" – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

(15) "DECK" – An unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

(16) "DEPARTMENT" – The Wisconsin Department of Natural Resources.

(17) "DEVELOPMENT" – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

(18) "DRYLAND ACCESS" – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

(19) "ENCROACHMENT" – Any fill, structure, equipment, building, use or development in the floodway.

(20) "FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)" – The federal agency that administers the National Flood Insurance Program.

(21) "FLOOD INSURANCE RATE MAP" (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both special flood hazard areas (the floodplain) and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

(22) "FLOOD" or "FLOODING" – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- a. The overflow or rise of inland waters,
- b. The rapid accumulation or runoff of surface waters from any

source,

c. The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior, or

d. The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche or by some similarly unusual event.

(23) "FLOOD FREQUENCY" – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent chance of occurring in any given year.

(24) "FLOODFRINGE" – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

(25) "FLOOD HAZARD BOUNDARY MAP" – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

(26) "FLOOD INSURANCE STUDY" – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

(27) "FLOODPLAIN" – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

(28) "FLOODPLAIN ISLAND" – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

(29) "FLOODPLAIN MANAGEMENT" – Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

(30) "FLOOD PROFILE" – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

(31) "FLOODPROOFING" – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

(32) "FLOOD PROTECTION ELEVATION" – An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

(33) "FLOOD STORAGE" – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

(34) "FLOODWAY" – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

(35) "FREEBOARD" – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

(36) "HABITABLE STRUCTURE" – Any structure or portion thereof used or designed for human habitation.

(37) "HEARING NOTICE" – Publication or posting meeting the requirements of Wis. Stat. ch. 985. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

(38) "HIGH FLOOD DAMAGE POTENTIAL" – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

(39) "HISTORIC STRUCTURE" – Any structure that is either:

- a. Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting

the requirements for individual listing on the National Register,

b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,

c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or

d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

(40) "INCREASE IN REGIONAL FLOOD HEIGHT" – A calculated upward rise in the regional flood elevation, equal to or greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which are directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

(41) "LAND USE" – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

(42) "LOWEST ADJACENT GRADE" – Elevation of the lowest ground surface that touches any of the exterior walls of a building.

(43) "LOWEST FLOOR" – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.

(44) "MAINTENANCE" – The act or process of restoring to original soundness, including redecorating, refinishing, non structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

(45) "MANUFACTURED HOME" – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

(46) "MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION" – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

(47) "MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING" – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

(48) "MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING" – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

(49) "MOBILE RECREATIONAL VEHICLE" – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

(50) "MODEL, CORRECTED EFFECTIVE" – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

(51) "MODEL, DUPLICATE EFFECTIVE" – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

(52) "MODEL, EFFECTIVE" – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

(53) "MODEL, EXISTING (PRE-PROJECT)" – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has

occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

(54) "MODEL, REVISED (POST-PROJECT)" – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

(55) "MUNICIPALITY" or "MUNICIPAL" – The City of Plymouth, its Common Council, employees and officials.

(56) "NAVD" or "NORTH AMERICAN VERTICAL DATUM" – Elevations referenced to mean sea level datum, 1988 adjustment.

(57) "NGVD" or "NATIONAL GEODETIC VERTICAL DATUM" – Elevations referenced to mean sea level datum, 1929 adjustment.

(58) "NEW CONSTRUCTION" – For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by the City of Plymouth and includes any subsequent improvements to such structures..

(59) "NONCONFORMING STRUCTURE" – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

(60) "NONCONFORMING USE" – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

(61) "OBSTRUCTION TO FLOW" – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

(62) "OFFICIAL FLOODPLAIN ZONING MAP" – That map, adopted and made part of this ordinance, as described in Article B, which has been approved by the Department and FEMA.

(63) "OPEN SPACE USE" – Those uses having a relatively low flood damage potential and not involving structures.

(64) "ORDINARY HIGH WATER MARK" – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of

terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(65) "PERSON" – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.

(66) "PRIVATE SEWAGE SYSTEM" – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Commerce, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

(67) "PUBLIC UTILITIES" – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

(68) "REASONABLY SAFE FROM FLOODING" – Means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

(69) "REGIONAL FLOOD" – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

(70) "START OF CONSTRUCTION" – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

(71) "STRUCTURE" – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the

ground, stream bed, or lake bed including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams, and culverts.

(72) "SUBDIVISION" – Has the meaning given in Wis. Stat. § 236.02(12).

(73) "SUBSTANTIAL DAMAGE" – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

(74) SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(75) "UNNECESSARY HARDSHIP" – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

(76) "VARIANCE" – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

(77) "VIOLATION" – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates, or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

(78) "WATERSHED" – The entire region contributing runoff or surface water to a watercourse or body of water.

(79) "WATER SURFACE PROFILE" – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

(80) "WELL" – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.



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**DATE:** July 25, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator Utilities Manager

**RE:** Approve Ordinance No. 10 – An Ordinance Amending Section 2-4-13 of the General Code of Ordinances of the City Plymouth, Wisconsin Regarding Committee Residency Requirements

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**Background:** Section 2-4-13 states that no person who is not a resident of and not residing in the City of Plymouth shall be appointed to any board or commission, and that any board or commission member who moves from the city shall immediately be removed from such board or commission.

Recently, several long-term members of the Revolving Loan Fund (RLF) Committee have moved outside the city limits. As a result, in mid-2024, three long-term members had to resign from the RLF Committee, leading to a loss of institutional knowledge on a very complex committee. These three members still have business and volunteer connections in Plymouth. Additionally, one member of the Ad-Hoc Housing Committee will be leaving Plymouth shortly but will still live and work locally, supporting the community.

The draft proposed ordinance recognizes that there are unique circumstances where potential volunteers who are not residents but have strong ties to the community would be worthwhile additions to committees. Staff recommends that any appointment under this proposed change require a waiver by supermajority vote of the council to emphasize the need for careful review of these appointments prior to approval. Per the City Attorney, this ordinance does not apply to committees that require residency by state statute, such as the Plan Commission, PFC, Library Board, Joint Review Board, etc.

Pending the approval of this ordinance, Staff will bring these individuals for reappointment at the next Council meeting.

**Recommendation:** Approve Ordinance No. 10 – An Ordinance Amending Section 2-4-13 of the General Code of Ordinances of the City Plymouth, Wisconsin Regarding Committee Residency Requirements.

**Attachment:**

- Ordinance No. 10

**CITY OF PLYMOUTH**  
Ordinance No. \_\_\_\_\_ of 2024

**AN ORDINANCE AMENDING SECTION 2-4-13 OF THE  
GENERAL CODE OF ORDINANCES OF THE CITY OF PLYMOUTH, WISCONSIN  
REGARDING COMMITTEE RESIDENCY REQUIREMENTS**

**WHEREAS**, it has become increasingly more difficult to find volunteers for citizen appointments on City boards and commissions; and

**WHEREAS**, the Common Council recognizes the importance of having committee members with a variety of viewpoints, backgrounds and expertise and believes expanding opportunities for committee involvement to interested parties who reside outside the City limits will increase the candidate pool for citizen appointments.

**NOW, THEREFORE**, the Common Council of the City of Plymouth, Wisconsin, does hereby ordain as follows:

**Section 1. Amending Code.** Section 2-4-13(a) of the City of Plymouth General Ordinances is hereby amended to read as follows (deletions indicated by ~~strikeout~~; insertions by underline):

- “(a) *Residency.* ~~No person not a resident of and not residing in~~ Except as otherwise required by law, any citizen appointed to a City committee shall reside within the City of Plymouth, unless such residency requirement is waived by 3/4 of the members of the Common Council. shall be appointed to any board or commission. Any citizen appointed to a board or commission required by or authorized under the Wisconsin Statutes shall reside within the jurisdictional boundaries of the City of Plymouth. Any committee, board or commission member who moves from the city ceases to maintain the required residency shall immediately be removed from such committee, board or commission.”

**Section 2. Severability.** Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

**Section 3. Effective Date.** This Ordinance shall take effect the day after publication or posting.

Enacted on \_\_\_\_\_, 2024.

**CITY OF PLYMOUTH**

\_\_\_\_\_  
**DONALD O. POHLMAN**, Mayor

Date: \_\_\_\_\_

**CLERK'S CERTIFICATE OF ENACTMENT**

I hereby certify that the foregoing Ordinance was duly enacted by the City of Plymouth Common Council and approved by the Mayor on the dates indicated above.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
**ANNA VOIGT**, Clerk

9431\228625



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**DATE:** July 24, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Approval of Addition to the Outage Management System Project

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**Background:** The Plymouth 2023-2026 Strategic Plan included an initiative to develop an Outage Management System (OMS). An OMS will help establish real-time connections between our internal systems to meet Electric Utility goals of faster outage response and data-driven decisions for electric distribution system upgrades and maintenance. Electric Utilities staff will be at the Council meeting to discuss the importance of implementing this system.

The 2024 budget included funds to purchase a Regional Network Interface (RNI) from Sensus and software from mPower Innovations, which included an OMS, data storage, and analytics. The RNI and OMS are both intended to integrate with our billing system.

What was not included with the quotes in the 2024 budget was the work required to provide a real-time interface between all the disparate software systems. Had the Utility had this information, it would have been included in the 2024 budget request. The integration piece is a one-time, not-to-exceed cost of \$41,775.

To avoid delaying the implementation of the system until the 2025 budget year, the Electric Utility will be able to make this additional purchase budget-neutral in 2024:

- The Supervisory Control and Data Acquisition (SCADA) upgrade project came in approximately \$17,000 under budget.
- Staff conservatively budgets interest income in the budget each year. In 2024, the Utility has higher than average investment interest/income, which can cover the remaining cost balance of the project without budget impact.
- Staff will monitor costs and adjust inventory purchases to compensate at the end of the year if needed.

Please see the attached Sensus scope of work and mPower quote for additional details.

**Committee of the Whole Recommendation:** The Committee of the Whole is meeting immediately in advance of this meeting.

**Staff Recommendation:** Approve the addition to the Outage Management System Project with a one-time, not-to-exceed cost of \$41,775.

**Attachments:**

- Scope of Work Sensus and mPower

# Sales Quotation

50% deposit required for software, maintenance, deployment or related services. Balance(s) due upon software installation and/or completion of services. mPower services are provided on a time and material basis; travel, lodging and per diem expenses to be reimbursed by customer. This proposal is to be treated as confidential and is not to be viewed by, or shared with, anyone that is not directly or contractually involved in the solicitation, preparation, evaluation or procurement of goods and services as outlined in this proposal.



## Bid Proposal for Plymouth - Integrations with mPower 4-4-24

### PLYMOUTH UTILITIES COMM

Job Location: Plymouth, WI

Bid Date: 04/04/2024

Core & Main 3464413

Core & Main

15655 West Rogers Dr

New Berlin, WI 53151

Phone: 2627865186

Fax: 2627864240

| Seq# | Qty | Description                                                                               | Units | Price            | Ext Price        |
|------|-----|-------------------------------------------------------------------------------------------|-------|------------------|------------------|
| 10   |     | <b>RNI - MDM</b>                                                                          |       |                  |                  |
| 20   | 1   | METER DATA REPORTS, SETUP, INSTALLATION, & DELIVERY<br>PS CMEP SU INST                    | EA    | 6,250.00         | 6,250.00         |
| 40   | 1   | METER DATA REPORTS ANNUAL SUPPORT & MAINTENANCE FEE<br>PS CMEP S&M                        | EA    | 1,250.00         | 1,250.00         |
| 60   | 1   | MULTISPEAK SETUP, INTEGRATION, & TESTING<br>PS MLSPK SU INT                               | EA    | 16,250.00        | 16,250.00        |
|      |     |                                                                                           |       | <b>SUBTOTAL</b>  | <b>23,750.00</b> |
| 80   |     | <b>RNI - OMS</b>                                                                          |       |                  |                  |
| 90   | 1   | MULTISPEAK SETUP, INTEGRATION, & TESTING<br>PS MLSPK SU INT                               | EA    | 8,125.00         | 8,125.00         |
|      |     |                                                                                           |       | <b>SUBTOTAL</b>  | <b>8,125.00</b>  |
| 110  |     | <b>RNI - CIS</b>                                                                          |       |                  |                  |
| 120  |     | <b>OPTIONAL</b>                                                                           |       |                  |                  |
| 130  | 1   | MULTISPEAK SETUP, INTEGRATION, & TESTING<br>PS MLSPK SU INT                               | EA    | 9,375.00         | 9,375.00         |
|      |     |                                                                                           |       | <b>SUBTOTAL</b>  | <b>9,375.00</b>  |
| 160  |     | IF TRAVEL IS NEEDED, TRAVEL EXPENSES WILL BE INVOICED AT<br>\$3,500 PER TRIP AND RESOURCE |       |                  |                  |
|      |     |                                                                                           |       | <b>Sub Total</b> | <b>41,250.00</b> |
|      |     |                                                                                           |       | <b>Tax</b>       | <b>0.00</b>      |
|      |     |                                                                                           |       | <b>Total</b>     | <b>41,250.00</b> |

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

April 3, 2024

Plymouth Utilities

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# Integrations with mPower MDM and OMS Statement of Work

Any changes to the scope or requirements of this Project will be processed according to the change management process, which can be found in Appendix A.

Sensus, a Xylem Brand  
639 Davis Drive  
Morrisville, North Carolina 27560  
[sensus.com](http://sensus.com)

 **SENSUS**  
a xylem brand

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## 1. DOCUMENT OVERVIEW

DISTRIBUTOR: **CORE AND MAIN**

UTILITY: **PLYMOUTH UTILITIES**

SOWID: **1404**

VERSION HISTORY: 1.0

| Version | Author     | Comment                                           |
|---------|------------|---------------------------------------------------|
| 0.1     | Sarah Duke | Initial Draft                                     |
| 0.2     | Sarah Duke | Updated Scope                                     |
| 1.0     | Sarah Duke | Updated Pricing and Terms; created Signature Copy |

### Related Contracts & Documents

This Statement of Work ("SOW") is subject to the terms of sale, available at [www.Sensus.com/tc](http://www.Sensus.com/tc)

## 2. PROJECT OVERVIEW

### Project Description

Plymouth Utilities is moving from their current RNI hosted by WPPI to a new SaaS environment. They have selected mPower as their MDM and OMS system. Sensus will provide meter read and alert data from the RNI to mPower.

### Scope

Sensus Professional Services will enable the OD and MR MultiSpeak web services in the RNI gateway for publishing of outage alerts, meter events and notifications to mPower Outage Management System (OMS).

In addition to the MultiSpeak web services, Professional Services will also set up the daily delivery of meter data reports via CMEP to mPower Meter Data Management (MDM) System.

Sensus Professional Services will deliver the following requirements and deliverables as outlined below. Any additional requests outside of the below will be considered out of scope and will require a revised or new SOW. This includes, but is not limited to:

- Additional reports other than the ones mentioned herein.

- Delivery method other than SFTP with User ID and Password security.
- Additional data or changes to the standard CMEP delivery format.
- Additional MultiSpeak methods.
- Changes to the MultiSpeak request/response format.

## Requirements

### 1. Meter data reports (RNI - MDM)

- a. The meter data reports will include all installed electric and water meters in the active state.
- b. The meter read data will be unscaled.
- c. The meter data reports will be generated at 8:00 am in utility time zone.
- d. The meter data reports will contain data for the past 24 hours starting at midnight of the previous day.
- e. The daily meter data reports will be run with the parameter AdHoc set to True.
- f. The meter data reports will be delivered via SFTP to the Sensus secure drop server.
- g. Sensus will provide mPower with the SFTP credentials.
- h. The RNI will maintain 45 – 60 days of data in the system.
- i. Sensus will archive CMEP reports for 30 days.
- j. mPower supports the CMEP delivery format.
- k. Missing water reads will not be accounted for.

### 2. MultiSpeak (RNI - OMS, RNI - MDM)

- a. mPower supports MultiSpeak version 4.1 and the MultiSpeak methods captured herein.
- b. Network connectivity is assumed to already be established. If not, mPower will work with Sensus to establish connection.
- c. MultiSpeak credentials exchanged between Sensus and mPower.

## Deliverables

### 1. Meter Data Reports (RNI – MDM)

#### a. AlarmReport (MLA01)

- i. mPower will receive an AlarmReport CMEP file.
- ii. The AlarmReport CMEP file will have the following standard naming format:
  1. <Utility\_Code>\_AlarmReport\_MMDDYYYYHHmm.csv.

#### b. IntervalReport (MEPMD01)

- i. mPower will receive an IntervalReport CMEP file.
- ii. The IntervalReport CMEP file will have the following standard naming format:
  1. <Utility\_Code>\_IntervalReport\_MMDDYYYYHHmm.csv.

#### c. LoadProfileIntervalReport (MEPMD01)

- i. mPower will receive an LoadProfileIntervalReport CMEP file.

- ii. The LoadProfileIntervalReport CMEP file will have the following standard naming format:
    - 1. <Utility\_Code>\_LPIntervalReport\_MMDDYYYYHHmm.csv.
- d. **ReadReport (MEPMD01)**
  - i. mPower will receive an ReadReport CMEP file.
  - ii. The ReadReport CMEP file will have the following standard naming format:
    - 1. <Utility\_Code>\_ReadReport\_MMDDYYYYHHmm.csv.
  - iii. The ReadReport will be include both legacy and ESM meter reads.
- e. **SelfReadReport (MEPMD02)**
  - i. mPower will receive an SelfReadReport CMEP file.
  - ii. The SelfReadReport CMEP file will have the following standard naming format:
    - 1. <Utility\_Code>\_SelfReadReport\_MMDDYYYYHHmm.csv.
- f. **SnapshotReport (MEPMD01)**
  - i. mPower will receive an SnapshotReport CMEP file.
  - ii. The SnapshotReport CMEP file will have the following standard naming format:
    - 1. <Utility\_Code>\_SnapshotReport\_MMDDYYYYHHmm.csv.
  - iii. The Snapshot report will contain Voltage data as well as snapshot data from Plymouth's ESM meters.
- g. **TimeOfUseReport (MEPMD02)**
  - i. mPower will receive a TimeOfUseReport CMEP file.
  - ii. The TimeOfUseReport CMEP file will have the following standard naming format:
    - 1. <Utility\_Code>\_TOURReport\_MMDDYYYYHHmm.csv.
- h. **ClickCountReport (.xml)**
  - i. mPower will receive a ClickCountReport file.
  - ii. The ClickCountReport file will have the following standard naming format:
    - 1. <Utility\_Code>\_ClickCountReport\_MMDDYYYYHHmm.csv.
- 2. **Outage Detection via MultiSpeak (RNI - OMS)**
  - a. **InitiateOutageDetectionEventRequest**
    - i. The RNI will be configured to accept InitiateOutageDetectionEventRequest MultiSpeak methods from mPower Outage Management System.
    - ii. The RNI will respond to the InitiateOutageDetectionEventRequest with an ODEventNotification detailing an up-to-date outage status for the meters provided in the request.
  - b. **ODEventNotification**
    - i. The RNI will be configured to deliver ODEventNotification MultiSpeak methods to mPower Outage Management System.
    - ii. Solicited ODEventNotification will be sent in response to a previous InitiateOutageDetectionEventRequest.

- iii. Unsolicited ODEventNotifications will be sent in response to the supported meter alarms and outages as documented in the RNI 4.1 Multispeak v4.1 Integration Guide- Section 3 -Outage Detection.

c. **MeterEventNotification**

- i. The RNI will be configured to deliver MeterEventNotification MultiSpeak methods to mPower Outage Management System.
- ii. Unsolicited MeterEventNotifications will be sent in response to the supported meter events as documented in the RNI 4.1 Multispeak v4.1 Integration Guide- Section 2 -Meter Reading.

3. **On Demand Reads via MultiSpeak (RNI - MDM)**

a. **InitiateMeterReadingsByMeterID**

- i. The RNI will be configured to accept InitiateMeterReadingsByMeterID MultiSpeak methods from mPower MDM.
- ii. The RNI will respond to the InitiateMeterReadingsByMeterID with an ReadingChangedNotification detailing an up to date read data for the meters provided in the request.

b. **ReadingChangedNotification**

- i. The RNI will be configured to deliver ReadingChangedNotification MultiSpeak methods to mPower MDM.
- ii. Solicited ReadingChangedNotifications will be sent in response to a previous InitiateMeterReadingsByMeterID.

4. **Remote Connect/Disconnects via MultiSpeak (RNI - MDM)**

a. **InitiateConnectDisconnect**

- i. The RNI will be configured to accept InitiateConnectDisconnect MultiSpeak methods from MPOWER MDM.
- ii. The RNI will respond to the InitiateConnectDisconnect with a CDStatesChangedNotification detailing an up-to-date connection state for the meters provided in the request.

b. **GetCDMeterState**

- i. The RNI will be configured to accept GetCDMeterState MultiSpeak methods from MPOWER MDM.

c. **CDStatesChangedNotification**

- i. The RNI will be configured to deliver CDStatesChangedNotification MultiSpeak methods to MPOWER MDM.
- ii. Solicited CDStatesChangedNotifications will be sent in response to a previous InitiateConnectDisconnect.
- iii. Unsolicited CDStatesChangedNotifications will be sent when the RNI detects a change in the connection state reported by the meter triggered by a meter connect/disconnect initiated from outside the RNI.

5. **OPTIONAL - Meter Provisioning via MultiSpeak version 4.0 (RNI - CIS)**

a. **MeterAddNotification**

- i. The RNI will be configured to accept MeterAddNotification MultiSpeak methods from CSA CIS.
- b. **MeterRemoveNotification**
  - i. The RNI will be configured to deliver MeterRemoveNotification MultiSpeak methods to CSA CIS.
- c. **MeterRetireNotification**
  - i. The RNI will be configured to deliver MeterRetireNotification MultiSpeak methods to CSA CIS.
- d. **ServiceLocationChangedNotification**
  - i. The RNI will be configured to deliver ServiceLocationChangedNotification MultiSpeak methods to CSA CIS.

## Responsibilities

### Sensus Responsibilities

1. Will provide regular communications once the work has been assigned to a resource.
2. Will integrate the solution as defined by the Scope.
3. Will test the generation and delivery of the requested reports to the SFTP drop server.

### Utility Responsibilities

1. Help Sensus resource resolve any communication issues with mPower as the need arises.
2. Work with mPower to test the solution as defined by the Scope.
3. Timely communicate any issues uncovered during testing to the Sensus resource.
4. Utility will provide Sensus with credentials for SFTP drop server.
5. Provide written communication that the solution has been tested and is working as intended and completion criteria has been met.

## 3. COMPLETION CRITERIA

The work in this SOW is complete when utility confirms the following:

- **Meter data reports (RNI - MDM)**
  - Confirm SFTP credentials have been shared and successful connection to the drop server.
  - Confirm the receipt of the following reports in the SFTP drop server:
    - AlarmReport
    - IntervalReport
    - LoadProfileIntervalReport
    - SelfReadReport
    - SnapshotReport
    - TimeOfUseReport
    - ClickCountReport

- Confirm the following reports have been successfully loaded into mPower Meter Data Management System:
  - AlarmReport
  - IntervalReport
  - LoadProfileIntervalReport
  - SelfReadReport
  - SnapshotReport
  - TimeOfUseReport
  - ClickCountReport
- **MultiSpeak (RNI - OMS)**
  - Confirms successful connection via the RNI MultiSpeak credentials.
  - Confirms the successful delivery of the following MultiSpeak methods in mPower Outage Management System:
    - ODEventNotification
    - MeterEventNotification
- **MultiSpeak (RNI - MDM)**
  - Confirms successful connection via the RNI MultiSpeak credentials.
  - Confirms the successful delivery of the following MultiSpeak methods in mPower Meter Data Management System:
    - ReadingChangedNotification
    - CDStatesChangedNotification
- **OPTIONAL - MultiSpeak (RNI – CIS)**
  - Confirms meter life cycle changes via device manager.

Utility has 60 days after Sensus has provided the deliverables to confirm that the solution is working as intended. If the Sensus contact has not heard from the utility within the 60-day approval window it will be assumed that the solution is working as intended and invoicing will be triggered. If additional assistance is required after invoicing it will be treated as a separate reintegration effort which may involve additional costs.

#### 4. PROJECT SCHEDULE

A project timeline will be provided within 30 days of a signed SOW and PO, please note the estimated delivery date provided will be based on workload and priorities at the time of signature.



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**DATE:** July 23, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator Utilities Manager

**RE:** Approval of Agreement with Witkowski Inspections Agency, LLC for Building Inspector Services

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**Background:** In October 2024, Inspector Scheuerman is planning to retire. Inspector Scheuerman is currently a contracted position. As part of the 2024 budget, staff budgeted funding to bring the building inspector/zoning administrator position in-house moving forward. Staff posted, advertised, and shared this position for several months but did not receive applicants with enough experience to consider. Staff reached out to peers and several contacts at recruiting firms who indicated that this is currently one of the most difficult municipal government positions to fill given the level of credentialing required.

At the Finance and Personnel Committee meeting on June 25, 2024, staff presented two options: 1) contracting out the inspector position only, and 2) bringing the zoning administration duties in-house as part of a new position. The Finance and Personnel Committee recommended that staff move forward with both options as presented.

Over the past several weeks, staff has finalized a draft agreement with Witkowski Inspections (Attachment 1), which currently conducts inspections in Sheboygan Falls, Kohler, Elkhart Lake, Waldo, and several smaller towns in the area. The draft agreement is included as Attachment 1. Witkowski Inspections has the experience and certifications needed to complete the work. However, as a result of more limited duties the current fee schedule with Witkowski Inspections would be 80% of permit revenue for most items (Inspector Scheuerman currently receives 90% of permit revenue and \$1,200 per month to serve as zoning administrator).

Witkowski Inspections has provided an updated fee schedule that will begin in 2025 (Comparison noted in Attachment 2). Rates presented by Witkowski Inspections and recommended by Staff keep over 50% of various permit rates unchanged from 2024 to 2025, have minor increases to some permits, add one new permit, and provide changes to how custom plan reviews are charged (staff will provide additional information at the meeting as this is an uncommon situation). Most City of Plymouth permit rates have not been changed since 2013, other than a handful of permit additions/changes in 2022. As part of the agreement, current permit rates will remain the same until 2025.

Witkowski Inspections will hold office hours at City Hall for 10 hours per week, similar to Inspector Scheuerman (currently 6 hours per week). Office hours may be staffed by the inspector himself or a staff member of the company. This is a three-year agreement.

Pending agreement approval, the schedule of fees will be adopted via resolution as item 9a on the agenda.

At the next meeting, staff will present the Assistant Administrator/Community Development Director Job Description for approval, which is part two of this project. As a result of the decrease in the percentage of permit revenue collected by the new inspector, zoning administration costs no longer being paid to the building inspector, funds for an internal position already included in the 2024 budget, and the ability to supplement this position via some Utility funding, this position can be added with limited impact on the City general fund budget. This position will be key moving forward into the future as we expect a number of new development projects and staff capacity is already stretched thin.

**Recommendation:** Approve the agreement with Witkowski Inspections for Building Inspection Services.

**Attachment 1:**

1. Draft Agreement
2. Permit Comparison
3. Agreement Exhibit A (Current Fees)
4. Agreement Exhibit B (Proposed Fees)

## **AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND WITKOWSKI INSPECTION AGENCY, LLC FOR BUILDING INSPECTION SERVICES**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of July, 2024, by and between the City of Plymouth, a Wisconsin municipal corporation, maintaining its principal office at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter the "**CITY**" and Witkowski Inspection Agency, LLC, a Wisconsin limited liability company, maintaining its principal office at 632 Fremont Street, Suite 105, Kiel, Wisconsin 53042, hereinafter the "**INSPECTOR**".

### **RECITALS**

**WHEREAS**, the **CITY** is in need of a certified building inspector to carry out the functions of a building inspector in the **CITY**, and to perform services including but not limited to plan review, construction site inspections, and enforcement of the Uniform Dwelling Code (SPS 320-325), the Wisconsin Commercial Building Codes (SPS 361-366), the Wisconsin plumbing code (SPS 381-387), the Wisconsin electrical codes (SPS 316), except for commercial buildings inspected by WI DSPS Commercial inspectors, and relevant **CITY** ordinances; and

**WHEREAS**, **INSPECTOR** is a certified dwelling inspector in all capacities pursuant to SPS 305.63(1)(a), a certified commercial building inspector pursuant to SPS 305.61, a certified commercial electrical inspector pursuant to SPS 305.62, and a certified commercial plumbing inspector pursuant to SPS 305.625 or **INSPECTOR** will subcontract or employ others that hold the applicable required certificates at no additional cost to the **CITY**; and

**WHEREAS**, **INSPECTOR** is willing and able to undertake the duties and responsibilities of the **CITY** building inspector, pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the **CITY** and **INSPECTOR** as follows:

1. **RECITALS INCORPORATED.** The recital paragraphs set forth above are incorporated herein by reference and made an enforceable part of this Agreement.

2. **SCOPE OF WORK.** **INSPECTOR** shall perform the duties commonly carried out by a building inspector, including building plan reviews and site inspections, for both commercial and residential building projects in the **CITY** or subcontract or employ others that hold the applicable certificates at no additional cost to **CITY**. **INSPECTOR** shall also be called upon to interpret and aid in the enforcement of the Uniform Dwelling Code, the Wisconsin Commercial Building Codes, as well as the **CITY** Municipal Code of Ordinances insofar as they pertain to residential and commercial buildings in the **CITY**. The **INSPECTOR** shall:

A. Enforce all provisions of the Uniform Dwelling Code (SPS "320-325"), the Wisconsin Commercial Building Codes (SPS 361-366), the Wisconsin plumbing code (SPS 381-387), the Wisconsin electrical codes (SPS 316), except for commercial buildings inspected by WI DSPS Commercial Inspectors, and relevant **CITY** ordinances which shall include, but not limited to, the following:

- Examination of all building plans submitted to **INSPECTOR** and, communicate plan review findings and recommendations in writing within ten (10) business days following the date that plans and all supporting documents are filed with the City Clerk's Office.
- Physically inspect each project with an active building permit with respect to the following categories of construction: the actual construction, the heating, ventilation and air conditioning, the electrical, the plumbing, and erosion control.
- To submit monthly, by the due date, all building permit applications to the state of Wisconsin.

**B. INSPECTOR** shall be required to maintain ten (10) office hours per week at City Hall, 128 Smith Street, Plymouth, Wisconsin. **CITY** will provide office space for **INSPECTOR** use at no cost to **INSPECTOR**.

**C. INSPECTOR** shall maintain current building permit records and submit to **CITY** monthly written reports on the same. **INSPECTOR** shall submit a computation of building inspection fees payable to the **INSPECTOR** by the **CITY** monthly.

**D. INSPECTOR** shall be available for inspections within 48 hours, excluding weekends and holidays, upon receipt of an official inspection request.

**E. INSPECTOR** shall also have the following duties that are outside the scope of the Uniform Dwelling Code:

- To inspect all remodeling of existing buildings that involve estimated construction costs greater than \$500.00.
- To inspect all additions to existing buildings.
- To inspect all decks.
- Inspect Commercial Projects not inspected by the WI DSPS Commercial Inspectors.
- Inspect all Commercial Plumbing & Electrical not inspected by WI DSPS Commercial Inspectors.

**3. COMPENSATION.** The **CITY** shall pay to **INSPECTOR** fees as agreed to by the **CITY** and **INSPECTOR** as set forth on Exhibit A through December 31, 2024. The **CITY** shall pay to **INSPECTOR** fees as agreed to by the **CITY** and **INSPECTOR** as set forth on Exhibit B starting January 1, 2025. For one- and two-family dwellings, **INSPECTOR** shall submit a written invoice for the prior month, and the **CITY** shall pay **INSPECTOR** based on these invoices. Compensation for commercial projects shall be released commensurate with the inspection efforts, on a quarterly basis. All invoices and records shall be subject to audit and review by the **CITY** or its authorized representative.

**4. CERTIFICATION.** **INSPECTOR** shall maintain all certifications required by the State of Wisconsin, to engage in the administration and enforcement of the Uniform Dwelling Code and applicable Wisconsin commercial building codes. **INSPECTOR** shall, at its sole cost, take all necessary steps to keep said certifications current during the term of this Agreement. If a required certification lapses or is terminated or suspended, **INSPECTOR** shall immediately inform the **CITY** Administrator. **INSPECTOR** shall have at a minimum the following Wisconsin Certifications or subcontract or employ others that hold the applicable certificates at no additional cost to **CITY**:

- A. UDC Construction Inspector
- B. UDC HVAC (Heating, Ventilating & Air Conditioning) Inspector
- C. UDC Electrical Inspector
- D. UDC Plumbing Inspector
- E. Commercial Building Inspector (including HVAC)
- F. Commercial Electrical Inspector
- G. Commercial Plumbing Inspector

**5. PERFORMANCE STANDARDS.** **INSPECTOR** shall perform the services using that degree of care, skill and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing substantially the same or similar services. **INSPECTOR** represents to **CITY** that **INSPECTOR** or its subcontractors or employees possess the skills, knowledge and abilities to competently, timely and professionally perform services in accordance with this Agreement.

**6. INDEPENDENT OPERATIONS.** **INSPECTOR** maintains its private business office in Kiel Wisconsin, including its own furniture, fixtures, equipment and supplies. **INSPECTOR** shall be responsible for all costs and expenses to operate and maintain its business office. The **CITY** will issue all building permits for the **CITY**, upon the review and approval of **INSPECTOR**. **CITY** may provide limited legal assistance to **INSPECTOR**, at no charge, in the case of disagreements or conflicts concerning building code requirements and interpretations that may arise between **INSPECTOR**, Homeowner or Builder.

**7. RELATIONSHIP OF PARTIES.** The parties intend that an independent contractor relationship be created pursuant to the terms of this Agreement. The **CITY** is interested only in the results to be achieved, and the conduct and control of the work will lie solely with **INSPECTOR**. **INSPECTOR**, its employees or assistants, are not to be considered employees of the **CITY** for any purpose and are not entitled to any of the benefits the **CITY** provides or for reimbursement of expenses incurred in the course of carrying out the duties under this Agreement.

**8. TERM.** This Agreement shall be in full force and effect for a period of three (3) years commencing October 24, 2024 and concluding October 23, 2027, unless terminated sooner pursuant to the terms of this Agreement. The term shall automatically renew for additional twelve (12) month periods unless either party gives written notice to the other party of its intent to terminate the Agreement not less than sixty (60) days prior to the end of the initial term, or the end of any renewal term.

**9. DEFAULT.** Either party may terminate this Agreement upon an event of default by the other party that is not corrected within thirty (30) days of written notice of default. A default is any failure by either party to perform any of the obligations set forth in this Agreement.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by **INSPECTOR** if approved by **CITY**. **INSPECTOR**'s obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, **CITY** may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as mutually agreed upon by the parties. No refund will be given for completed work.

**10. INSURANCE.** **INSPECTOR** shall maintain during the term of this Agreement for the protection of the **CITY**; its elected and appointed officers, employees, agents, and attorneys at least the following minimum insurance coverage:

- A.** Worker's Compensation as required by Wisconsin law.
- B.** Commercial general liability insurance of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
- C.** Automobile Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000.00) per accident.
- D.** **CITY** shall be named as an additional insured on **INSPECTOR**'s insurance policies.
- E.** Prior to commencement of service, **INSPECTOR** shall submit certificates of insurance acceptable to **CITY**.

**11. HOLD HARMLESS AND INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80; 895.52 and 345.05.

**12. THIRD PARTY RELIANCE.** This Agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied.

**13. INSPECTOR ACCESS TO RECORDS.** Parties acknowledge that **INSPECTOR** requires access to **CITY** records in order for **INSPECTOR** to perform its obligations under this Agreement. Accordingly, **CITY** will either provide to **INSPECTOR** on a daily basis such data from the records as **INSPECTOR** may reasonably request (in an agreed electronic format) or grant **INSPECTOR** access to its records. Data provided to **INSPECTOR** pursuant to this section shall be used by **INSPECTOR** solely in accordance with the terms of this Agreement.

**14. CONFIDENTIALITY AND PUBLIC RECORDS RESPONSIBILITIES.** **INSPECTOR** shall not disclose, directly or indirectly, any confidential information or trade

secrets of **CITY** residents, or their architects, engineers, or design professionals without prior written consent or pursuant to a lawful court order directing such disclosure. **CITY** and **INSPECTOR** recognize that applying applicable Wisconsin public record laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, **CITY** and **INSPECTOR** agree as follows. When **CITY** receives public records requests for matters that **CITY** believes might be proprietary or confidential information, **CITY** will notify **INSPECTOR** of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), **INSPECTOR** shall either provide **CITY** with the record that is requested, for release to the requestor; or **INSPECTOR** shall advise **CITY** that **INSPECTOR** objects to the release of the requested information, and the basis for the objection. If for any reason **CITY** concludes that **CITY** is obligated to provide a record to a requestor that is in **INSPECTOR**'s possession, **INSPECTOR** shall provide such records to **CITY** immediately upon **CITY**'s request. **INSPECTOR** shall not charge for work performed under this section, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of the Agreement or documents incorporated herein by reference, **INSPECTOR** shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed up the **CITY**, its officers, agents, employees and **INSPECTOR** growing out of (i) **CITY**'s denial of a records request, based upon objections made by **INSPECTOR**, or (ii) **INSPECTOR**'s failure to provide records to **CITY** upon **CITY**'s request; or (iii) **CITY**'s charges made to a records requestor, based upon reimbursement of costs **INSPECTOR** charged to **CITY** in responding to a records request; or (iv) **CITY**'s lack of timely response to a records request, following **INSPECTOR**'s failure to timely respond to **CITY** as required herein. **INSPECTOR**'s claims or proprietary rights, or any other copyright or confidentiality claims, shall be waived such that **CITY** may provide all requested documents, programs, data, and other records to the requestor, upon failure by **INSPECTOR** to defend, indemnify or hold harmless the **CITY** as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

**15. ASSIGNMENT.** **INSPECTOR** may not transfer or assign this Agreement to any third party without the written consent of the **CITY**.

**16. SEVERABILITY.** If any clause, phrase or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase or provision. The invalidity of one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions.

**17. NOTICES.** Written notification of default or any other notice required under this Agreement shall be given by personal delivery or certified mail, return receipt requested to the following:

|                     |                  |
|---------------------|------------------|
| If to <b>CITY</b> : | City of Plymouth |
|                     | Attn: Clerk      |
|                     | 128 Smith Street |
|                     | P.O. Box 107     |

Plymouth, WI 53073

If to **INSPECTOR:**

Witkowski Inspection Agency, LLC  
Attn: Brian Witkowski  
632 Fremont Street, Suite 105  
Kiel, WI 53042

**18. FORCE MAJEURE.** Any delay or nonperformance of any provision of this Agreement by either party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

**19. ATTORNEY'S FEES.** Except as provided by Sections 11 and 14 above, in the event of dispute resolution or litigation to enforce any of the terms herein, each party shall pay all its own costs and attorney's fees.

**20. AUTHORITY TO EXECUTE.** The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

**21. GOVERNING LAW AND VENUE.** This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable Wisconsin law.

**22. COUNTERPARTS.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned or electronic signatures shall be as valid as the original.

**23. WAIVER.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.

**24. ENTIRE AGREEMENT.** This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

**IN WITNESS WHEREOF,** the said parties have hereunto set their hands and seals the day and year indicated below.

**INSPECTOR:**  
**WITKOWSKI INSPECTION AGENCY, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Witkowski

\_\_\_\_\_  
Title

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals the day and year indicated below.

**CITY:**  
**CITY OF PLYMOUTH**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Donald O. Pohlman, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anna Voigt, Clerk

This Instrument Drafted By:

City Attorney Crystal H. Fieber  
HOPP NEUMANN HUMKE LLP  
2124 Kohler Memorial Drive, Suite 310  
Sheboygan, WI 53081  
Telephone: (920) 457-8400  
Facsimile: (920) 457-8411

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## **EXHIBIT A**

(Fee Compensation Schedule through December 31, 2024)

## **EXHIBIT B**

(Fee Compensation Schedule starting January 1, 2025)

|                                                                                                                                                          |                                                          | Inpsector Comp | Plymouth | Permit Cost | Current Permit | Difference | Percent Change |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------|----------|-------------|----------------|------------|----------------|
| Minimum Permit Fee                                                                                                                                       | Misc. Items                                              | \$44.00        | \$11.00  | \$55.00     | 55             | 0.00       | 0%             |
| New Home Project<br>not inclusive to all fees                                                                                                            | Single Family-NSFD                                       | \$640.00       | \$160.00 | \$800.00    | 770            | 30.00      | 4%             |
| New Home Project<br>not inclusive to all fees                                                                                                            | Two Family- Duplex                                       | \$800.00       | \$200.00 | \$1,000.00  | 990            | 10.00      | 1%             |
| Note: Any dwelling, one or two family having a gross finished area greater than 2,999 sq. ft. will be assessed a fee of \$ .10 per sq. ft for the permit |                                                          | \$0.08         | \$0.02   | 0.10        | 0.08           | 0.02       | 18%            |
| Manufactured Home                                                                                                                                        | Home with or without foundation                          | \$184.00       | \$46.00  | \$230.00    | 220            | 10.00      | 5%             |
| Certificate of Occupancy                                                                                                                                 |                                                          | \$48.00        | \$12.00  | \$60.00     | 55             | 5.00       | 9%             |
| State Seal- New Homes                                                                                                                                    | Required for all 1 & 2 Family Homes (pass through)       | \$40.00        | \$0.00   | \$40.00     | 36             | 4.00       | 11%            |
| Residential:                                                                                                                                             |                                                          |                |          |             |                |            |                |
| Addition                                                                                                                                                 | w/ Plumbing                                              | \$352.00       | \$88.00  | \$440.00    | 440            | 0.00       | 0%             |
|                                                                                                                                                          | w/o Plumbing                                             | \$308.00       | \$77.00  | \$385.00    | 385            | 0.00       | 0%             |
| Remodeling                                                                                                                                               | w/ Plumbing                                              | \$180.00       | \$45.00  | \$225.00    | 220            | 5.00       | 2%             |
|                                                                                                                                                          | w/o Plumbing                                             | \$140.00       | \$35.00  | \$175.00    | 165            | 10.00      | 6%             |
| Finish Basement                                                                                                                                          | w/ Plumbing                                              | \$176.00       | \$44.00  | \$220.00    | 220            | 0.00       | 0%             |
|                                                                                                                                                          | w/o Plumbing                                             | \$132.00       | \$33.00  | \$165.00    | 165            | 0.00       | 0%             |
| Accessory Bldg. / Shed                                                                                                                                   | w/ Electrical                                            | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| or Gazebos                                                                                                                                               | w/o Electrical                                           | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| Attached Garage                                                                                                                                          |                                                          | \$140.00       | \$35.00  | \$175.00    | 165            | 10.00      | 6%             |
| Detached Garage                                                                                                                                          |                                                          | \$88.00        | \$22.00  | \$110.00    | 110            | 0.00       | 0%             |
| Decks                                                                                                                                                    | Attached or Detached                                     | \$96.00        | \$24.00  | \$120.00    | 110            | 10.00      | 9%             |
| Porches                                                                                                                                                  | Attached or Detached                                     | \$88.00        | \$22.00  | \$110.00    | 110            | 0.00       | 0%             |
| Pool                                                                                                                                                     | In-Ground                                                | \$120.00       | \$30.00  | \$150.00    | 165            | -15.00     | -9%            |
| Pool                                                                                                                                                     | Above Ground                                             | \$60.00        | \$15.00  | \$75.00     | 110            | -35.00     | -32%           |
| Electical                                                                                                                                                | Service: Overhead/ Underground                           | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| Electical                                                                                                                                                | General Wiring                                           | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| HVAC                                                                                                                                                     | Furnace/ Space Heater/ A-C &/orSolid Fuel                | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| Plumbing                                                                                                                                                 | General Connections                                      | \$52.00        | \$13.00  | \$65.00     | 55             | 10.00      | 18%            |
| Commercial:                                                                                                                                              |                                                          |                |          |             |                |            |                |
| New Structure                                                                                                                                            | Business; Office; Multi-Family;Mercantile; ect.          | \$0.18         | \$0.05   | 0.23        | 0.23           | 0.00       | 0%             |
|                                                                                                                                                          | Manufacturing; Industrial; Storage; ect.                 | \$0.14         | \$0.03   | 0.17        | 0.17           | 0.00       | 0%             |
| Remodel; Additions; Alterations - includes all disciplines                                                                                               |                                                          |                |          |             |                |            |                |
|                                                                                                                                                          | Base Fee                                                 | \$160.00       | \$40.00  | \$200       | N/A            |            |                |
|                                                                                                                                                          | Business; Office; Multi-Family; Mercantile; ect. (Sq ft) | \$0.07         | \$0.02   | 0.09        | 0.09           | 0.00       | 0%             |
|                                                                                                                                                          | Manufacturing; Industrial; Storage; ect. (Sq ft)         | \$0.07         | \$0.02   | 0.09        | 0.09           | 0.00       | 0%             |
|                                                                                                                                                          | Plan Review (per hour/ if needed)                        | \$60.00        | \$15.00  | 75.00       | 137            | -62.00     | -45%           |
| Commercial Electrical                                                                                                                                    |                                                          |                |          |             | * flat fee     |            |                |
|                                                                                                                                                          | Single Phase < 200 Amps                                  | \$96.00        | \$24.00  | \$120.00    | 110            | 10.00      | 9%             |
|                                                                                                                                                          | 3- Phase Service                                         | \$176.00       | \$44.00  | \$220.00    | N/A            |            |                |
|                                                                                                                                                          | Temporary Service                                        | \$96.00        | \$24.00  | \$120.00    | 110            | 10.00      | 9%             |
|                                                                                                                                                          | General Wiring - Combined Commerical (sq ft)             | \$0.04         | \$0.01   | 0.05        | 0.05           | 0.00       | 0%             |
|                                                                                                                                                          | General Wiring - Industrial (Sq ft)                      | \$0.032        | \$0.008  | 0.04        | 0.04           | 0.00       | 0%             |
| Commercial Plumbing                                                                                                                                      |                                                          |                |          |             |                |            |                |

|                                                                                |                                                                                                                       |         |         |                                 |                                 |        |      |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------|---------|---------------------------------|---------------------------------|--------|------|
| General Connections - Minimum Permit Fee                                       |                                                                                                                       | \$52.00 | \$13.00 | \$65.00                         | 55                              | 10.00  | 18%  |
| New Commercial Plumbing Construction (Excluding mfg/ind) (Sq ft)               |                                                                                                                       | \$0.04  | \$0.01  | \$0.05                          | 0.05                            | 0.00   | 0%   |
| Manufacturing & Industrial Plumbing (Sq ft)                                    |                                                                                                                       | \$0.03  |         | \$0.04                          | 0.04                            | 0.00   | 0%   |
| Sanitary/ Sewer Connection                                                     |                                                                                                                       | \$52.00 | \$13.00 | \$65.00                         | 55                              | 10.00  | 18%  |
| Plan Review (per hour/ if needed)                                              |                                                                                                                       | \$80.00 | \$20.00 | \$100                           | 137                             | -37.00 | -27% |
| <b>Commercial HVAC</b>                                                         |                                                                                                                       |         |         |                                 | <i>* flat fee</i>               |        |      |
| Boilers; Roof-top Units; Furnace Solid Fuel Appliances; Space Heaters          |                                                                                                                       | \$52.00 | \$13.00 | \$65.00                         | 55                              | 10.00  | 18%  |
| New Commercial HVAC Construction per sq. ft. (Excl. mfg/ind)(Sq ft)            |                                                                                                                       | \$0.40  | \$0.10  | \$0.50                          | 0.5                             | 0.00   | 0%   |
| <b>Manufacturing and Industrial HVAC (sq. ft.)</b>                             |                                                                                                                       | \$0.24  | \$0.06  | \$0.30                          | 0.3                             | 0.00   | 0%   |
| Plan Review (per hour/ if needed)                                              |                                                                                                                       | \$60.00 | \$15.00 | 75.00                           | 137                             | -62.00 | -45% |
| <b>Sprinkler Systems/ Fire Supression</b>                                      |                                                                                                                       |         |         |                                 | <i>* flat fee</i>               |        |      |
| <b>Fire System</b>                                                             | Installed System w/ Fire Chief and Inspector walk-                                                                    | \$92.00 | \$23.00 | \$115.00                        | 105                             | 10.00  | 10%  |
| <b>Misc. / Signage / Ect.</b>                                                  |                                                                                                                       |         |         |                                 |                                 |        |      |
| <b>Moving a Building</b>                                                       | Over a public way- Principal                                                                                          | \$52.00 | \$13.00 | \$65.00                         | 55                              | 10.00  | 18%  |
|                                                                                | over a public way- Accessory                                                                                          | \$28.00 | \$7.00  | \$35.00                         | 20                              | 15.00  | 75%  |
| <b>Wrecking or Razing</b>                                                      | Principal Structure                                                                                                   | \$52.00 | \$13.00 | \$65.00                         | 55                              | 10.00  | 18%  |
|                                                                                | Accessory Structure                                                                                                   | \$20.00 | \$5.00  | \$25.00                         | 20                              | 5.00   | 25%  |
| <b>Misc Inspection</b>                                                         | Special Inspections, Reports & Letters (one event)                                                                    | \$52.00 | \$13.00 | 65.00                           | 60                              | 5.00   | 8%   |
| <b>Early Start Fee</b>                                                         | Commercial                                                                                                            | \$80.00 | \$20.00 | \$100.00                        | 165                             | -65.00 | -39% |
| <b>Early Start Fee</b>                                                         | Residential                                                                                                           | \$80.00 | \$20.00 | \$100.00                        | 110                             | -10.00 | -9%  |
| <b>Permit Renewal – One time only</b>                                          |                                                                                                                       | \$24.00 | \$6.00  | \$30.00                         | 30                              | 0.00   | 0%   |
| <b>Flammable Liquid Storage</b>                                                | \$10.00/1000 gallons. Up to \$100.00 per tank                                                                         | \$8.80  | \$2.20  | \$11.00                         | 11                              | 0.00   | 0%   |
| <b>Residential Improvements Not Requiring Inspections Valued under \$5,000</b> | (Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                             | 24      | \$6.00  | \$30.00                         | 30                              | 0.00   | 0%   |
| <b>Residential Improvements Not Requiring Inspections Valued over \$5,000</b>  | Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | 80.00%  | 20.00%  | \$30.00 plus \$6.00 per \$1,000 | \$30.00 plus \$6.00 per \$1,000 | 0      | 0%   |
| <b>Erosion Control</b>                                                         | Commercial/Residential                                                                                                | 65.6    | \$16.40 | 82                              | 82                              | 0      | 0%   |
| <b>Commercial &amp; Residential Relaying/Replacing Sanitary or Storm</b>       | Commercial/Residential                                                                                                | 80.00%  | 20.00%  | 55 plus \$10 per 100 ft         | 55 plus \$10 per 100 ft         | 0      | 0%   |
| <b>Court Appearance (Per Hour)</b>                                             | 130 per hour                                                                                                          | 100%    | 0       | N/A                             | 130 per hour                    | 0      | 0    |
| <b>Property Maintenance Inspection (As Needed)</b>                             | 75 per hour                                                                                                           | 100%    | 0       | N/A                             | N/A                             | N/A    | N/A  |

## Exhibit B

Items reflected in cents are per sq .ft.

|                                                                                                                                                                             |                                                    | Inpsector Comp | Plymouth | Permit Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------|----------|-------------|
| <b>Minimum Permit Fee</b>                                                                                                                                                   | Misc. Items                                        | \$44.00        | \$11.00  | \$55.00     |
| <b>New Home Project</b><br>not inclusive to all fees                                                                                                                        | Single Family-NSFD                                 | \$640.00       | \$160.00 | \$800.00    |
| <b>New Home Project</b><br>not inclusive to all fees                                                                                                                        | Two Family- Duplex                                 | \$800.00       | \$200.00 | \$1,000.00  |
| Note: Any dwelling, one or two family having a gross finished area greater than 2,999 sq. ft. will be assessed a fee of \$ .10 per sq. ft for the permit above standard fee |                                                    | \$0.08         | \$0.02   | 0.10        |
| <b>Manufactured Home</b>                                                                                                                                                    | Home with or without foundation                    | \$184.00       | \$46.00  | \$230.00    |
| <b>Certificate of Occupancy</b>                                                                                                                                             |                                                    | \$48.00        | \$12.00  | \$60.00     |
| <b>State Seal- New Homes</b>                                                                                                                                                | Required for all 1 & 2 Family Homes (pass through) | \$40.00        | \$0.00   | \$40.00     |
| <b>Residential:</b>                                                                                                                                                         |                                                    |                |          |             |
| <b>Addition</b>                                                                                                                                                             | w/ Plumbing                                        | \$352.00       | \$88.00  | \$440.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$308.00       | \$77.00  | \$385.00    |
| <b>Remodeling</b>                                                                                                                                                           | w/ Plumbing                                        | \$180.00       | \$45.00  | \$225.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$140.00       | \$35.00  | \$175.00    |
| <b>Finish Basement</b>                                                                                                                                                      | w/ Plumbing                                        | \$176.00       | \$44.00  | \$220.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$132.00       | \$33.00  | \$165.00    |
| <b>Accessory Bldg. / Shed</b>                                                                                                                                               | w/ Electrical                                      | \$52.00        | \$13.00  | \$65.00     |
| <b>or Gazebos</b>                                                                                                                                                           | w/o Electrical                                     | \$52.00        | \$13.00  | \$65.00     |
| <b>Attached Garage</b>                                                                                                                                                      |                                                    | \$140.00       | \$35.00  | \$175.00    |
| <b>Detached Garage</b>                                                                                                                                                      |                                                    | \$88.00        | \$22.00  | \$110.00    |
| <b>Decks</b>                                                                                                                                                                | Attached or Detached                               | \$96.00        | \$24.00  | \$120.00    |
| <b>Porches</b>                                                                                                                                                              | Attached or Detached                               | \$88.00        | \$22.00  | \$110.00    |
| <b>Pool</b>                                                                                                                                                                 | In-Ground                                          | \$120.00       | \$30.00  | \$150.00    |
| <b>Pool</b>                                                                                                                                                                 | Above Ground                                       | \$60.00        | \$15.00  | \$75.00     |
| <b>Electical</b>                                                                                                                                                            | Service: Overhead/ Underground                     | \$52.00        | \$13.00  | \$65.00     |
| <b>Electical</b>                                                                                                                                                            | General Wiring                                     | \$52.00        | \$13.00  | \$65.00     |
| <b>HVAC</b>                                                                                                                                                                 | Furnace/ Space Heater/ A-C &/orSolid Fuel          | \$52.00        | \$13.00  | \$65.00     |
| <b>Plumbing</b>                                                                                                                                                             | General Connections                                | \$52.00        | \$13.00  | \$65.00     |
| <b>Commercial:</b>                                                                                                                                                          |                                                    |                |          |             |
| <b>New Structure</b>                                                                                                                                                        | Business; Office; Multi-Family;Mercantile; ect.    | \$0.18         | \$0.05   | 0.23        |
|                                                                                                                                                                             | Manufacturing; Industrial; Storage; ect.           | \$0.14         | \$0.03   | 0.17        |
| <b>Remodel; Additions; Alterations - includes all disiciplines</b>                                                                                                          |                                                    |                |          |             |

|                                                                       |                                                    |          |         |          |
|-----------------------------------------------------------------------|----------------------------------------------------|----------|---------|----------|
| Base Fee                                                              |                                                    | \$160.00 | \$40.00 | \$200    |
| Business; Office; Multi-Family; Mercantile; ect. (Sq ft)              |                                                    | \$0.07   | \$0.02  | 0.09     |
| Manufacturing; Industrial; Storage; ect. (Sq ft)                      |                                                    | \$0.07   | \$0.02  | 0.09     |
| Plan Review (per hour/ if needed)                                     |                                                    | \$60.00  | \$15.00 | 75.00    |
| <b>Commercial Electrical</b>                                          |                                                    |          |         |          |
| Single Phase < 200 Amps                                               |                                                    | \$96.00  | \$24.00 | \$120.00 |
| 3- Phase Service                                                      |                                                    | \$176.00 | \$44.00 | \$220.00 |
| Temporary Service                                                     |                                                    | \$96.00  | \$24.00 | \$120.00 |
| General Wiring - Combined Commerical (sq ft)                          |                                                    | \$0.04   | \$0.01  | 0.05     |
| General Wiring - Industrial (Sq ft)                                   |                                                    | \$0.032  | \$0.008 | 0.04     |
| <b>Commercial Plumbing</b>                                            |                                                    |          |         |          |
| General Connections - Minimum Permit Fee                              |                                                    | \$52.00  | \$13.00 | \$65.00  |
| New Commercial Plumbing Construction (Excluding mfg/ind) (Sq ft)      |                                                    | \$0.04   | \$0.01  | \$0.05   |
| Manufacturing & Industrial Plumbing (Sq ft)                           |                                                    | \$0.03   |         | \$0.04   |
| Sanitary/ Sewer Connection                                            |                                                    | \$52.00  | \$13.00 | \$65.00  |
| Plan Review (per hour/ if needed)                                     |                                                    | \$80.00  | \$20.00 | \$100    |
| <b>Commercial HVAC</b>                                                |                                                    |          |         |          |
| Boilers; Roof-top Units; Furnace Solid Fuel Appliances; Space Heaters |                                                    | \$52.00  | \$13.00 | \$65.00  |
| New Commercial HVAC Construction per sq. ft. (Excl. mfg/ind)(Sq ft)   |                                                    | \$0.40   | \$0.10  | \$0.50   |
| <b>Manufacturing and Industrial HVAC (sq. ft.)</b>                    |                                                    | \$0.24   | \$0.06  | \$0.30   |
| Plan Review (per hour/ if needed)                                     |                                                    | \$60.00  | \$15.00 | 75.00    |
| <b>Sprinkler Systems/ Fire Supression</b>                             |                                                    |          |         |          |
| <b>Fire System</b>                                                    | Installed System w/ Fire Chief and Inspector walk- | \$92.00  | \$23.00 | \$115.00 |
| <b>Misc. / Signage / Ect.</b>                                         |                                                    |          |         |          |
| <b>Moving a Building</b>                                              | Over a public way- Principal                       | \$52.00  | \$13.00 | \$65.00  |
|                                                                       | over a public way- Accessory                       | \$28.00  | \$7.00  | \$35.00  |
| <b>Wrecking or Razing</b>                                             | Principal Structure                                | \$52.00  | \$13.00 | \$65.00  |
|                                                                       | Accessory Structure                                | \$20.00  | \$5.00  | \$25.00  |
| <b>Misc Inspection</b>                                                | Special Inspections, Reports & Letters (one event) | \$52.00  | \$13.00 | 65.00    |
| <b>Early Start Fee</b>                                                | Commercial                                         | \$80.00  | \$20.00 | \$100.00 |
| <b>Early Start Fee</b>                                                | Residential                                        | \$80.00  | \$20.00 | \$100.00 |
| <b>Permit Renewal – One time only</b>                                 |                                                    | \$24.00  | \$6.00  | \$30.00  |
| <b>Flammable Liquid Storage</b>                                       | \$10.00/1000 gallons. Up to \$100.00 per tank      | \$8.80   | \$2.20  | \$11.00  |

|                                                                                |                                                                                                                       |        |         |                                 |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------|---------|---------------------------------|
| <b>Residential Improvements Not Requiring Inspections Valued under \$5,000</b> | (Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                             | 24     | \$6.00  | \$30.00                         |
| <b>Residential Improvements Not Requiring Inspections Valued over \$5,000</b>  | Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | 80.00% | 20.00%  | \$30.00 plus \$6.00 per \$1,000 |
| <b>Erosion Control</b>                                                         | Commercial/Residential                                                                                                | 65.6   | \$16.40 | 82                              |
| <b>Commercial &amp; Residential Relaying/Replacing Sanitary or Storm</b>       | Commercial/Residential                                                                                                | 80.00% | 20.00%  | 55 plus \$10 per 100 ft         |
| <b>Court Appearance (Per Hour)</b>                                             | 130 per hour                                                                                                          | 100%   | 0       | N/A                             |
| <b>Property Maintenance Inspection (As Needed)</b>                             | 75 per hour                                                                                                           | 100%   | 0       | N/A                             |

## Exhibit B

Items reflected in cents are per sq .ft.

|                                                                                                                                                                                            |                                                    | Inpsector Comp | Plymouth | Permit Cost |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------|----------|-------------|
| Minimum Permit Fee                                                                                                                                                                         | Misc. Items                                        | \$44.00        | \$11.00  | \$55.00     |
| New Home Project<br>not inclusive to all fees                                                                                                                                              | Single Family-NSFD                                 | \$640.00       | \$160.00 | \$800.00    |
| New Home Project<br>not inclusive to all fees                                                                                                                                              | Two Family- Duplex                                 | \$800.00       | \$200.00 | \$1,000.00  |
| Note: Any dwelling, one or two family having a gross finished area greater than 2,999 sq. ft. will be assessed a fee of \$ .10 per sq. ft for the permit for the permit above standard fee |                                                    | \$0.08         | \$0.02   | 0.10        |
| Manufactured Home                                                                                                                                                                          | Home with or without foundation                    | \$184.00       | \$46.00  | \$230.00    |
| Certificate of Occupancy                                                                                                                                                                   |                                                    | \$48.00        | \$12.00  | \$60.00     |
| State Seal- New Homes                                                                                                                                                                      | Required for all 1 & 2 Family Homes (pass through) | \$40.00        | \$0.00   | \$40.00     |
| Residential:                                                                                                                                                                               |                                                    |                |          |             |
| Addition                                                                                                                                                                                   | w/ Plumbing                                        | \$352.00       | \$88.00  | \$440.00    |
|                                                                                                                                                                                            | w/o Plumbing                                       | \$308.00       | \$77.00  | \$385.00    |
| Remodeling                                                                                                                                                                                 | w/ Plumbing                                        | \$180.00       | \$45.00  | \$225.00    |
|                                                                                                                                                                                            | w/o Plumbing                                       | \$140.00       | \$35.00  | \$175.00    |
| Finish Basement                                                                                                                                                                            | w/ Plumbing                                        | \$176.00       | \$44.00  | \$220.00    |
|                                                                                                                                                                                            | w/o Plumbing                                       | \$132.00       | \$33.00  | \$165.00    |
| Accessory Bldg. / Shed                                                                                                                                                                     | w/ Electrical                                      | \$52.00        | \$13.00  | \$65.00     |
| or Gazebos                                                                                                                                                                                 | w/o Electrical                                     | \$52.00        | \$13.00  | \$65.00     |
| Attached Garage                                                                                                                                                                            |                                                    | \$140.00       | \$35.00  | \$175.00    |
| Detached Garage                                                                                                                                                                            |                                                    | \$88.00        | \$22.00  | \$110.00    |
| Decks                                                                                                                                                                                      | Attached or Detached                               | \$96.00        | \$24.00  | \$120.00    |
| Porches                                                                                                                                                                                    | Attached or Detached                               | \$88.00        | \$22.00  | \$110.00    |
| Pool                                                                                                                                                                                       | In-Ground                                          | \$120.00       | \$30.00  | \$150.00    |
| Pool                                                                                                                                                                                       | Above Ground                                       | \$60.00        | \$15.00  | \$75.00     |
| Electical                                                                                                                                                                                  | Service: Overhead/ Underground                     | \$52.00        | \$13.00  | \$65.00     |
| Electical                                                                                                                                                                                  | General Wiring                                     | \$52.00        | \$13.00  | \$65.00     |
| HVAC                                                                                                                                                                                       | Furnace/ Space Heater/ A-C &/orSolid Fuel          | \$52.00        | \$13.00  | \$65.00     |
| Plumbing                                                                                                                                                                                   | General Connections                                | \$52.00        | \$13.00  | \$65.00     |
| Commercial:                                                                                                                                                                                |                                                    |                |          |             |
| New Structure                                                                                                                                                                              | Business; Office; Multi-Family;Mercantile; ect.    | \$0.18         | \$0.05   | 0.23        |
|                                                                                                                                                                                            | Manufacturing; Industrial; Storage; ect.           | \$0.14         | \$0.03   | 0.17        |
| Remodel; Additions; Alterations - includes all disciplines                                                                                                                                 |                                                    |                |          |             |

|                                                                       |                                                    |          |         |          |
|-----------------------------------------------------------------------|----------------------------------------------------|----------|---------|----------|
| Base Fee                                                              |                                                    | \$160.00 | \$40.00 | \$200    |
| Business; Office; Multi-Family; Mercantile; ect. (Sq ft)              |                                                    | \$0.07   | \$0.02  | 0.09     |
| Manufacturing; Industrial; Storage; ect. (Sq ft)                      |                                                    | \$0.07   | \$0.02  | 0.09     |
| Plan Review (per hour/ if needed)                                     |                                                    | \$60.00  | \$15.00 | 75.00    |
| <b>Commercial Electrical</b>                                          |                                                    |          |         |          |
| Single Phase < 200 Amps                                               |                                                    | \$96.00  | \$24.00 | \$120.00 |
| 3- Phase Service                                                      |                                                    | \$176.00 | \$44.00 | \$220.00 |
| Temporary Service                                                     |                                                    | \$96.00  | \$24.00 | \$120.00 |
| General Wiring - Combined Commerical (sq ft)                          |                                                    | \$0.04   | \$0.01  | 0.05     |
| General Wiring - Industrial (Sq ft)                                   |                                                    | \$0.032  | \$0.008 | 0.04     |
| <b>Commercial Plumbing</b>                                            |                                                    |          |         |          |
| General Connections - Minimum Permit Fee                              |                                                    | \$52.00  | \$13.00 | \$65.00  |
| New Commercial Plumbing Construction (Excluding mfg/ind) (Sq ft)      |                                                    | \$0.04   | \$0.01  | \$0.05   |
| Manufacturing & Industrial Plumbing (Sq ft)                           |                                                    | \$0.03   |         | \$0.04   |
| Sanitary/ Sewer Connection                                            |                                                    | \$52.00  | \$13.00 | \$65.00  |
| Plan Review (per hour/ if needed)                                     |                                                    | \$80.00  | \$20.00 | \$100    |
| <b>Commercial HVAC</b>                                                |                                                    |          |         |          |
| Boilers; Roof-top Units; Furnace Solid Fuel Appliances; Space Heaters |                                                    | \$52.00  | \$13.00 | \$65.00  |
| New Commercial HVAC Construction per sq. ft. (Excl. mfg/ind)(Sq ft)   |                                                    | \$0.40   | \$0.10  | \$0.50   |
| <b>Manufacturing and Industrial HVAC (sq. ft.)</b>                    |                                                    | \$0.24   | \$0.06  | \$0.30   |
| Plan Review (per hour/ if needed)                                     |                                                    | \$60.00  | \$15.00 | 75.00    |
| <b>Sprinkler Systems/ Fire Supression</b>                             |                                                    |          |         |          |
| <b>Fire System</b>                                                    | Installed System w/ Fire Chief and Inspector walk- | \$92.00  | \$23.00 | \$115.00 |
| <b>Misc. / Signage / Ect.</b>                                         |                                                    |          |         |          |
| <b>Moving a Building</b>                                              | Over a public way- Principal                       | \$52.00  | \$13.00 | \$65.00  |
|                                                                       | over a public way- Accessory                       | \$28.00  | \$7.00  | \$35.00  |
| <b>Wrecking or Razing</b>                                             | Principal Structure                                | \$52.00  | \$13.00 | \$65.00  |
|                                                                       | Accessory Structure                                | \$20.00  | \$5.00  | \$25.00  |
| <b>Misc Inspection</b>                                                | Special Inspections, Reports & Letters (one event) | \$52.00  | \$13.00 | 65.00    |
| <b>Early Start Fee</b>                                                | Commercial                                         | \$80.00  | \$20.00 | \$100.00 |
| <b>Early Start Fee</b>                                                | Residential                                        | \$80.00  | \$20.00 | \$100.00 |
| <b>Permit Renewal – One time only</b>                                 |                                                    | \$24.00  | \$6.00  | \$30.00  |
| <b>Flammable Liquid Storage</b>                                       | \$10.00/1000 gallons. Up to \$100.00 per tank      | \$8.80   | \$2.20  | \$11.00  |

|                                                                                |                                                                                                                       |        |         |                                 |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--------|---------|---------------------------------|
| <b>Residential Improvements Not Requiring Inspections Valued under \$5,000</b> | (Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                             | 24     | \$6.00  | \$30.00                         |
| <b>Residential Improvements Not Requiring Inspections Valued over \$5,000</b>  | Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | 80.00% | 20.00%  | \$30.00 plus \$6.00 per \$1,000 |
| <b>Erosion Control</b>                                                         | Commercial/Residential                                                                                                | 65.6   | \$16.40 | 82                              |
| <b>Commercial &amp; Residential Relaying/Replacing Sanitary or Storm</b>       | Commercial/Residential                                                                                                | 80.00% | 20.00%  | 55 plus \$10 per 100 ft         |
| Court Appearance (Per Hour)                                                    | 130 per hour                                                                                                          | 100%   | 0       | N/A                             |
| Property Maintenance Inspection (As Needed)                                    | 75 per hour                                                                                                           | 100%   | 0       | N/A                             |

CITY OF PLYMOUTH, WISCONSIN  
 RESOLUTION NO. 4 of 2022  
 RESOLUTION AMENDING THE BUILDING CODE FEE SCHEDULE

WHEREAS, the Common Council of the City of Plymouth has determined that the following fees bear a reasonable relationship to the service for which the fee is imposed as required by Wis. Stat. § 66.0628.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Plymouth, pursuant to the Building Code Ordinance, does hereby amend the Building Code Fee Schedule to include the following fees for the procedures, permits and applications required by the Plymouth Building Code Ordinances:

**BUILDING PLAN REVIEW:**

|                                                         | <b>Fee</b> |
|---------------------------------------------------------|------------|
| Plan Review for 1 or 2 Family Dwelling without a Permit | \$82.00    |
| Plan Review for Commercial                              | \$137.00   |

**RESIDENTIAL:**

|                                                                                                                                                     | <b>Fee</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| New Homes/Single Family Dwellings*                                                                                                                  | \$770.00   |
| New Two-Family Dwellings*                                                                                                                           | \$990.00   |
| * Any dwelling, one or two family, that has a gross finished area of greater than 2,999 sq. ft. will be assessed an increase above the minimum fee. | \$0.08/SF  |
| Manufactured Home Installation                                                                                                                      | \$220.00   |
| Residential Electric Service Minimum                                                                                                                | \$55.00    |
| State Seal/New Home Start                                                                                                                           | \$36.00    |
| Certificate of Occupancy                                                                                                                            | \$55.00    |
| Early Start – Residential                                                                                                                           | \$110.00   |

**RESIDENTIAL ADDITIONS:**

|                                                          | <b>Fee</b> |
|----------------------------------------------------------|------------|
| Residential Attached Garages                             | \$165.00   |
| Residential Detached Garages                             | \$110.00   |
| Additions to Dwellings without Foundations               | \$330.00   |
| Additions to Dwellings with Foundations                  | \$385.00   |
| Additions to Dwellings without Foundations with Plumbing | \$385.00   |
| Additions to Dwellings with Foundations & Plumbing       | \$440.00   |
| Deck & Porch (detached or attached)                      | \$110.00   |
| Residential Accessory Building (Sheds, Gazebos, etc.)    | \$55.00    |

**RESIDENTIAL REMODELING & RENOVATIONS:**

|                                                                                                                                                                                                        | <b>Fee</b>                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Remodeling Opening Walls                                                                                                                                                                               | \$165.00                              |
| Remodeling Opening Walls with Plumbing                                                                                                                                                                 | \$220.00                              |
| Finishing Basement                                                                                                                                                                                     | \$165.00                              |
| Finishing Basement with Plumbing                                                                                                                                                                       | \$220.00                              |
| Residential Improvements Not Requiring Inspections Valued <u>under</u> \$5,000<br>(Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                            | \$30.00                               |
| Residential Improvements Not Requiring Inspections Valued <u>over</u> \$5,000<br>Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | \$30.00 plus<br>\$6.00 per<br>\$1,000 |
| Residential Appliance Replacement<br>(Furnace, space heater, A/C, solid fuel burning appliances etc.)                                                                                                  | \$55.00                               |
| Flammable Liquid Storage - \$10.00/1000 gallons. Up to \$100.00 per tank<br>(Not including admin fee)                                                                                                  | \$11.00                               |
| Permit Renewal – One time only                                                                                                                                                                         | \$30.00                               |

**COMMERCIAL:**

|                                                      | <b>Fee</b> |
|------------------------------------------------------|------------|
| New Commercial Construction Per Sq. Ft.              | \$0.23     |
| Manufacturing, Industrial, and Storage Units per sq. | \$0.17     |
| Erosion Control                                      | \$82.00    |
| Early Start – Commercial                             | \$165.00   |
| Certificate of Occupancy                             | \$55.00    |

**COMMERCIAL REMODEL & RENOVATIONS:**

|                                                                                                                                                                                                              | <b>Fee</b>                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Remodels that Require Inspection<br>(All disciplines included)                                                                                                                                               | \$0.09 per SF<br>(min. \$385.00)      |
| Interior/Exterior Improvements Not Requiring Inspections Valued <u>under</u> \$1,000<br>(Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                            | \$55.00                               |
| Interior/Exterior Improvements Not Requiring Inspections Valued <u>over</u> \$1,000<br>Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | \$55.00 plus<br>\$6.00 per<br>\$1,000 |
| Build out in New Commercial Tenant Space                                                                                                                                                                     | \$385.00                              |

**COMMERCIAL ELECTRICAL:**

|                                                   | <b>Fee</b> |
|---------------------------------------------------|------------|
| Commercial Electrical Service                     | \$110.00   |
| Temporary Electrical Service                      | \$110.00   |
| New Commercial Electric Construction per sq. ft.  | \$0.05     |
| Manufacturing & Industrial Electrical per sq. ft. | \$0.04     |

**PLUMBING:**

|                                                                                                                        | <b>Fee</b>                              |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Commercial Plumbing Minimum Fee (Inspection Required)                                                                  | \$55.00                                 |
| New Commercial Plumbing Construction (Excluding mfg/ind)                                                               | \$0.05 per SF                           |
| Manufacturing & Industrial Plumbing                                                                                    | \$0.04 per SF                           |
| Fire Sprinkler Protection                                                                                              | \$105.00                                |
| Commercial & Residential Relaying/Replacing Sanitary or Storm Sewer or other underground plumbing requiring inspection | \$55.00 plus<br>\$10.00 per<br>100 feet |
| Sanitary or Storm Sewer Connection                                                                                     | \$55.00                                 |
| Annual Plant Permit                                                                                                    | \$55.00                                 |

**HVAC:**

|                                                                                                                                                                                                                                               | <b>Fee</b>                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| New Commercial HVAC Construction per sq. ft. (Excl. mfg/ind)                                                                                                                                                                                  | \$0.05                                |
| Manufacturing and Industrial HVAC per sq. ft.                                                                                                                                                                                                 | \$0.03                                |
| Commercial Appliance Replacement Valued <u>under</u> \$1,000<br>(Furnace, space heater, A/C solid fuel hoods, burning appliances etc.)                                                                                                        | \$55.00                               |
| Commercial Appliance Replacement Valued <u>over</u> \$1,000<br>(Furnace, space heater, A/C solid fuel hoods, burning appliances etc.)<br>Additional \$6.00 for each \$1,000 cost thereafter rounded up to the nearest whole \$1,000 of value. | \$55.00 plus<br>\$6.00 per<br>\$1,000 |

**OTHER:**

|                                                          | <b>Fee</b> |
|----------------------------------------------------------|------------|
| Court Appearance (Per Hour)                              | \$130.00   |
| Special Inspections, Reports & Letters (one event)       | \$60.00    |
| Minimum Permit Fee for Permits Not Requiring Inspections | \$30.00    |
| Moving Building Over Public Ways – Principal             | \$55.00    |
| Moving Building Over Public Ways – Accessory             | \$22.00    |
| Wrecking or Razing – Principal                           | \$55.00    |
| Wrecking or Razing – Accessory                           | \$22.00    |

**PENALTY FOR NOT TAKING A PERMIT OUT SHALL BE DOUBLE THE FEE.**

Passed and adopted by the Common Council of the City of Plymouth on this 26<sup>th</sup> day of April, 2022 to take effect on June 1, 2022.

\_\_\_\_\_  
Donald O. Pohlman, Mayor

Attest:

\_\_\_\_\_  
Anna Voigt, City Clerk



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**DATE:** July 24, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Item 8C. Contract Amendment for Ehlers to Conduct Proforma Reviews  
Item 8D. Professional Services Agreement with Kapur

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**Background:** City Staff is working on the preliminary steps to create Tax Increment District (TID) #7 which will be located on the eastern portion of the City accommodate several proposed housing developments and a potential commercial development. A contract amendment with Ehlers (City's Financial Advisors) and an updated agreement with Kapur (Contracted Engineer) are necessary to vet the potential developments included in the initial phase of TID#7 and develop a list of the associated public infrastructure projects/mapping for the district.

**Item 8C - Ehlers:** Staff requested that Ehlers undertake a financial analysis related to several developments in the potential district. Ehlers has the financial expertise to provide Staff and the Common Council with direction for future development agreements related to TID #7. Proforma reviews are not included in the normal scope of work in the City's agreement with Ehlers. In general, this project will:

- Review the Project's anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the "gap," if any, and evaluate the need for public assistance, including whether it satisfies the "but for" test.
- Analyze the financing structure and market indicators to confirm cost estimates.
- Evaluate alternative scenarios and structures, as appropriate, to provide the City with empirical results to determine if, and how, to provide requested assistance.

The cost of each proforma review is \$10,000 to \$15,000. These costs will initially be funded by the contingency line in the General Fund. Once TID #7 is created, these costs will be allocated to the TID, and the General Fund will be reimbursed.

**Item 8D - Kapur:** Staff request that Kapur complete the following TID#7 engineering needs. This includes:

- Developing a list of public infrastructure projects in the proposed TID
- Completing legal descriptions/surveys
- Developing cost estimates
- Reviewing plans
- Reviewing traffic impacts
- Providing other support as needed in the agreement.

This will be billed on a time and materials basis, not to exceed \$15,000. These costs will initially be funded by the contingency line in the General Fund. Once TID #7 is created, these costs will be allocated to the TID, and the General Fund will be reimbursed.

**Staff Recommendation:**

- Item 8C: Approve Contract Amendment for Ehlers to Conduct Proforma Reviews
- Item 8D. Approve Professional Services Agreement with Kapur

**Attachments:**

- Contract Amendment for Ehlers to Conduct Proforma Reviews
- Professional Services Agreement with Kapur

July 16, 2024

Tim Blakeslee, City Administrator/Utilities Manager  
Christopher Russo, Finance Manager/Plymouth Utilities  
City of Plymouth, Wisconsin  
128 Smith St  
PO Box 107  
Plymouth, WI 53073

**Re: Written Municipal Advisor Client Disclosure with the City of Plymouth (“Client”) for TID 7  
Wangard Proforma Review (“Project” Pursuant to MSRB Rule G-42)**

Dear Tim and Christopher:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Philip L. Cosson', written over a horizontal line.

Philip L. Cosson  
Senior Municipal Advisor/Director

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

## **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

## **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B

The City of Plymouth, WI (the “Client”) has requested that Ehlers & Associates undertake a financial analysis of the project proforma for the Wangard apartments development in Plymouth, WI (the “Project”) submitted by Wangard Partners (the “Developer”).

### Project Background

The Developer has submitted a plan to construct a multifamily apartment development (the “Project”). The Client is considering a request from the Developer for public assistance. The Developer suggests that without public financing assistance, the Project would not proceed as planned.

As the Client’s independent advisor, Ehlers & Associates will:

- Review the Project’s anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the “gap”, if any, and evaluate the need for public assistance, including whether it satisfies the “but for” test.
- Analyze the financing structure and market indicators to confirm cost estimates.
- As appropriate, evaluate alternative scenarios and structures to provide Client with empirical results to determine if, and how, to provide requested assistance.

### Scope of Service

Ehlers & Associates proposes and agrees to provide the following scope of services:

- 1) **Review developer’s data and back-up materials.** Ehlers & Associates will compile and conduct analysis on the Developer’s proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
  - a) Description of structure of public assistance needed and a narrative for why it is being requested.
  - b) A live Excel version of the Developer’s proforma template including property tax projections and anticipated financial returns.
  - c) Backup documentation for:
    - i) Construction costs
    - ii) Any proposed commercial tenants, rents and pass-throughs
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  - d) “As is” appraisal for Project Site, Purchase and Sale Agreement, or other backup for the purchase price.

- e) Project specs including square footage of all commercial/residential space and gross square footage for the Project.
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- 2) **Conduct analysis on the Project proforma, both with public assistance and without it.** Ehlers & Associates will review the developer's projected revenues and expenses associated with the ongoing operation of the completed Project as compared to Ehlers & Associates' model and assumptions utilizing industry resources, such as CoStar, RS Means, as well as local market expertise. Ehlers & Associates will prepare other alternate scenarios to provide the Client a reasonable expectation of the developer's projected returns within market ranges, and any associated risks for the Client.
- 3) **Estimate Client revenues from TIF or other sources.** Ehlers & Associates will build a cash flow model from the proposed Project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers & Associates will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers & Associates will review and provide feedback on whether any of the developer's Project costs are eligible expenses under state statutes. Finally, Ehlers & Associates will identify options for financing any needed Client portion of the Project, if necessary.
- 4) **Prepare a summary report for the Client.** The report will summarize the results of our analysis and make recommendations as appropriate to the Client. Ehlers & Associates will conduct a conference call with Client's staff to discuss the analysis, potential costs and benefits of the Project and review any additional feedback from the Client prior to the final report. Ehlers & Associates will be available to make a presentation to the Client Board/Council as appropriate.
- 5) **Participate in Developer Negotiations, as requested by the Client.** As needed, Ehlers & Associates will participate with the Client's negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. If needed, Ehlers & Associates staff will provide support to the Client in discussions and developing iterations of a Development Agreement. The final agreement is subject to Client's attorney approval.

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If warranted, Ehlers & Associates will conduct further analysis, modeling and “what-if” scenarios as part of this engagement. The Ehlers & Associates team assigned to the Client is available for questions and encourages as much collaboration as possible.

### **Additional Services (Elective)**

Though not a part of this scope of services, should a “Look Back” provision be incorporated into a development or redevelopment agreement, Client may authorize Ehlers & Associates, under a separate engagement, to perform a “Look Back” analysis upon Project sale or another milestone. Ehlers & Associates will review the Developer’s actual costs and return numbers in accordance with the timing and returns outlined in the respective development agreement. Ehlers & Associates will inform Client of the results and prepare a summary report for Client, and if authorized by Client, for review by Developer. This scope of services will be billed on an hourly basis, based on prevailing rates at the time of the engagement.

### **Compensation**

Ehlers & Associates will charge Client an hourly rate of \$325 for work completed under this Appendix. We estimate that total billings be in the range of \$10,000 to \$15,000. Significant changes to Developer’s proforma, introduction of new information, preparation of multiple alternative scenarios or protracted negotiations could increase the hours required to complete the work. If the Project is located within an existing TIF district, these costs can be TIF eligible expenses; or the Client can request an escrow deposit from the Developer to cover these costs.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125/hour and not to exceed \$325/hour.

### **Payment for Services**

For all compensation due to Ehlers & Associates, we will invoice Client for the amount due at the completion of the work. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

July 17, 2024

Tim Blakeslee, City Administrator/Utilities Manager  
Christopher Russo, Finance Manager/Plymouth Utilities  
City of Plymouth, Wisconsin  
128 Smith St  
PO Box 107  
Plymouth, WI 53073

**Re: Written Municipal Advisor Client Disclosure with the City of Plymouth (“Client”) for  
Proforma Review for Cobblestone Hotel (“Project” Pursuant to MSRB Rule G-42)**

Dear Tim and Christopher:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Philip L. Cosson', written over a horizontal line.

Philip L. Cosson  
Senior Municipal Advisor/Director

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

## **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

## **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B

The City of Plymouth, WI (the “Client”) has requested that Ehlers & Associates undertake a financial analysis of the project proforma for the Cobblestone Hotel development in Plymouth, WI (the “Project”) submitted by Cobblestone Hotels (the “Developer”).

### Project Background

The Developer has submitted a plan to construct a hotel development (the “Project”). The Client is considering a request from the Developer for public assistance. The Developer suggests that without public financing assistance, the Project would not proceed as planned.

As the Client’s independent advisor, Ehlers & Associates will:

- Review the Project’s anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the “gap”, if any, and evaluate the need for public assistance, including whether it satisfies the “but for” test.
- Analyze the financing structure and market indicators to confirm cost estimates.
- As appropriate, evaluate alternative scenarios and structures to provide Client with empirical results to determine if, and how, to provide requested assistance.

### Scope of Service

Ehlers & Associates proposes and agrees to provide the following scope of services:

- 1) **Review developer’s data and back-up materials.** Ehlers & Associates will compile and conduct analysis on the Developer’s proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
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## PROFESSIONAL SERVICES AGREEMENT

### 2024 General Engineering City of Plymouth

This Agreement is between City of Plymouth (OWNER) and Kapur & Associates, Inc. (ENGINEER) for professional engineering services for the following purpose:

Provide general engineering as requested by OWNER and other incidental work required on a task order basis.

#### Section A. Description of Work

ENGINEER will provide all general engineering as requested by OWNER and other incidental work required. Requested tasks will be broken out separately on invoicing.

#### Section B. Scope of Services

- Attend meetings at the request of the OWNER
- Review plans
- Perform preliminary cost estimates
- Coordinate with local and state agencies as requested
- Evaluations & Determinations
- Emergency site visits / inspections
- TIA reviews
- TID coordination
- Other general engineering and/or surveying

#### Section C. Schedule

ENGINEER shall perform the Scope of Services and deliver related Documents according to the following schedule:

1. As requested by OWNER and agreed to by ENGINEER





#### Section D. Compensation

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER on a time-and-material basis estimated at \$15,000.

Rates shall be in accordance with the attached 2024 Billing Rates.

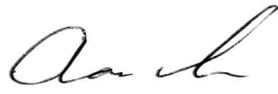
ENGINEER may request a change to the billing hours if scope changes, beyond the control of the ENGINEER, resulting in an extension of the schedule or necessitates a change in personnel.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement.

OWNER: City of Plymouth

ENGINEER: Kapur & Associates, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: City Engineer/Director of Public Works

Title: Associate/Municipal Manager

Date: \_\_\_\_\_

Date: July 24, 2024



## 2024 MUNICIPAL RATE SCHEDULE

| Title                      | Description                                                                                    | Rate  |
|----------------------------|------------------------------------------------------------------------------------------------|-------|
| Principle                  | Company Supervisor                                                                             | \$215 |
| Project Manager            | Oversees project and personnel                                                                 | \$185 |
| Project Engineer III       | PE and 12 years of experience or equivalent, meetings, project coordination, plan reviews      | \$165 |
| Project Engineer II        | PE and 8 years of experience or equivalent, meetings, project coordination, plan reviews       | \$135 |
| Project Engineer I         | PE and 4 years of experience, general engineering                                              | \$120 |
| Staff Engineer II          | Engineer, 6 years of experience, general engineering                                           | \$125 |
| Staff Engineer I           | Engineer, general engineering                                                                  | \$110 |
| Tech III                   | 12 years of experience in drafting, GIS or construction inspection                             | \$125 |
| Tech II                    | 8 years of experience in drafting, GIS or construction inspection                              | \$110 |
| Tech I                     | Drafting, GIS or construction inspection                                                       | \$90  |
| Project Surveyor           | PS & 8 years of experience or equivalent, survey start-up, research, crew scheduling, platting | \$160 |
| Survey Crew                | Field surveyor                                                                                 | \$150 |
| Environmental Scientist II | 8 years of experience, Erosion control, plan review, Phase I, Phase II                         | \$130 |
| Environmental Scientist I  | Erosion control, plan review, Phase I, Phase II                                                | \$103 |
| Landscape Architect        | Design and plan reviews                                                                        | \$135 |
| Administrative Assistant   | Office tasks                                                                                   | \$82  |



City of Plymouth  
128 Smith St. - P.O. Box 107  
Plymouth, WI 53073-0107



Telephone: (920) 893-3745  
Facsimile: (920) 893-0183  
Web Site: [plymouthgov.com](http://plymouthgov.com)

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**DATE:** July 24, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Capital Planning and Tax Increment District (TID) Update from Ehlers

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**Background:** Ehlers serves as the City's Financial Advisor. They provide support in Tax Increment District (TID) creation and review, debt issuance, and other financial services. At the meeting tonight, Ehlers will provide a brief financial update covering our future capital projects/debt financing, a TID 101 overview, the status of current TIDs, and upcoming potential TID projects.

**Capital Improvements/Debt Financing:** As noted in various communications on upcoming projects over the past year (e.g., Mill Pond Dam, Fire Truck, Storage Shed), the City will need to take on debt for several projects over the next three years. Important factors to consider:

- The City's current debt limit available is at 92% (only 8% of capacity used).
- Due to the success and closure of TID #4, the City will see a Levy Limit Adjustment of approximately \$370,000 that does not impact taxpayers. Staff recommends using this Levy Limit Adjustment (~\$370,000) to support long-term capital projects.
- The closure of TID #4 will also result in a taxpayer mill rate reduction in 2026, as the City is only able to use 50% of the closure impact for a Levy Limit Adjustment.
- As a result of the Levy Limit Adjustment, taxpayer mill rate reduction, and limited levels of current debt Staff estimates a limited (if-any) overall tax levy impact related to the proposed debt issuance over the next three years. In essence, the timing is ideal to prepare for needed long-term capital projects.
- Included in the presentation are sample numbers showing the debt schedule and indicated issuance amounts. Several items listed are placeholders and more detail will be presented and discussed at our upcoming budget work sessions. The amounts shown are to provide an example of the debt schedule and the proposed issuance amount.

**TID-101/Current TID Status/Future Planning:** The TIF process allows a municipality to pay for public improvements and other eligible costs within a designated area, called a tax incremental district (TID), using the future taxes collected on the TID's increased property value to repay the cost of the improvements. The rationale behind TIF is that the public investment will promote private development, jobs, tax base growth, or public improvements that would not otherwise occur without the TID.

**Recommendation:** No action required; review and discuss the update from Ehlers.



# City of Plymouth, WI 2024 Capital Planning Presentation

July 30, 2024

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# Agenda

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- 2024-2027 Capital Finance Plan
- TID 101
- TID 4 Closure

# EV Growth Assumptions

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- To build assumptions for impact on debt service to taxpayers, need to build assumptions for future valuations including
  - ✓ Trend analysis of Economic change and NNC history discounted 50%
    - Economic change assumption = 3.25% annually
    - Net New Construction assumption = 0.70% annually
  - ✓ TID closures
    - TID #4: \$166M added to 2025 TID OUT tax roll (2026 budget year)
    - Remaining TID closures not factored in at this time
  - ✓ For reference numerical chart shown on next slide...

# Equalized Value Calculation

| I. Five-Year Historical TID IN Growth by Category (Data Per Wis. Dept. of Revenue) |             |                                   |        |                 |        |                  |       |                           |        |  |
|------------------------------------------------------------------------------------|-------------|-----------------------------------|--------|-----------------|--------|------------------|-------|---------------------------|--------|--|
| Vaulation Year                                                                     | Budget Year | Historical TID IN Equalized Value |        | Economic Change |        | New Construction |       | Other & Personal Property |        |  |
| 2019                                                                               | 2020        | 810,909,500                       |        |                 |        |                  |       |                           |        |  |
| 2020                                                                               | 2021        | 863,133,100                       | 6.44%  | 31,528,900      | 3.89%  | 20,216,000       | 2.49% | 478,700                   | 0.06%  |  |
| 2021                                                                               | 2022        | 910,514,600                       | 5.49%  | 43,245,400      | 5.01%  | 8,298,700        | 0.96% | -4,162,600                | -0.48% |  |
| 2022                                                                               | 2023        | 959,794,200                       | 5.41%  | 35,600,600      | 3.91%  | 10,215,300       | 1.12% | 3,463,700                 | 0.38%  |  |
| 2023                                                                               | 2024        | 1,111,655,400                     | 15.82% | 128,756,100     | 13.41% | 11,704,700       | 1.22% | 11,400,400                | 1.19%  |  |
| AVERAGE CHANGE                                                                     |             |                                   |        | 59,782,750      | 6.56%  | 12,608,675       | 1.45% | 2,795,050                 | 0.29%  |  |

| II. Five-Year Historical TID OUT Growth by Category (Data Per Wis. Dept. of Revenue - Breakdown Assumes Same Ratios as TID IN) |             |                                    |        |                 |        |                  |       |                           |        |  |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------|--------|-----------------|--------|------------------|-------|---------------------------|--------|--|
| Vaulation Year                                                                                                                 | Budget Year | Historical TID OUT Equalized Value |        | Economic Change |        | New Construction |       | Other & Personal Property |        |  |
| 2019                                                                                                                           | 2020        | 667,593,300                        |        |                 |        |                  |       |                           |        |  |
| 2020                                                                                                                           | 2021        | 700,971,700                        | 5.00%  | 20,151,507      | 3.02%  | 12,920,935       | 1.94% | 305,958                   | 0.05%  |  |
| 2021                                                                                                                           | 2022        | 741,841,100                        | 5.83%  | 37,301,764      | 5.32%  | 7,158,129        | 1.02% | -3,590,493                | -0.51% |  |
| 2022                                                                                                                           | 2023        | 794,202,500                        | 7.06%  | 37,826,956      | 5.10%  | 10,854,135       | 1.46% | 3,680,310                 | 0.50%  |  |
| 2023                                                                                                                           | 2024        | 911,847,000                        | 14.81% | 99,745,340      | 12.56% | 9,067,448        | 1.14% | 8,831,712                 | 1.11%  |  |
| AVERAGE CHANGE                                                                                                                 |             |                                    |        | 48,756,392      | 6.50%  | 10,000,162       | 1.39% | 2,306,872                 | 0.29%  |  |

| III. Projection of TID OUT Equalized Value - Selection of Method & Discount |  |  |  |         |  |         |  |                    |  |  |
|-----------------------------------------------------------------------------|--|--|--|---------|--|---------|--|--------------------|--|--|
| PROJECTION METHOD                                                           |  |  |  | Percent |  | Percent |  | Manual Adjustments |  |  |
| DISCOUNT FACTOR                                                             |  |  |  | 50.00%  |  | 50.00%  |  |                    |  |  |

| IV. Projection of TID OUT Equalized Value |             |                                   |        |                 |       |                  |       |                                 |             |        |
|-------------------------------------------|-------------|-----------------------------------|--------|-----------------|-------|------------------|-------|---------------------------------|-------------|--------|
| Vaulation Year                            | Budget Year | Projected TID OUT Equalized Value |        | Economic Change |       | New Construction |       | TID Closure or Other Adjustment |             |        |
| 2024                                      | 2025        | 947,818,994                       | 3.94%  | 29,632,992      | 3.25% | 6,339,003        | 0.70% |                                 |             | 0.00%  |
| 2025                                      | 2026        | 1,151,589,570                     | 21.50% | 30,802,001      | 3.25% | 6,589,074        | 0.70% | TID 4                           | 166,379,500 | 17.55% |
| 2026                                      | 2027        | 1,197,019,311                     | 3.94%  | 37,424,090      | 3.25% | 8,005,652        | 0.70% |                                 |             | 0.00%  |
| 2027                                      | 2028        | 1,244,241,238                     | 3.94%  | 38,900,455      | 3.25% | 8,321,472        | 0.70% |                                 |             | 0.00%  |
| 2028                                      | 2029        | 1,293,326,050                     | 3.94%  | 40,435,062      | 3.25% | 8,649,750        | 0.70% |                                 |             | 0.00%  |
| 2029                                      | 2030        | 1,344,347,239                     | 3.94%  | 42,030,209      | 3.25% | 8,990,979        | 0.70% |                                 |             | 0.00%  |
| 2030                                      | 2031        | 1,397,381,192                     | 3.94%  | 43,688,284      | 3.25% | 9,345,670        | 0.70% |                                 |             | 0.00%  |
| 2031                                      | 2032        | 1,452,507,314                     | 3.94%  | 45,411,769      | 3.25% | 9,714,353        | 0.70% |                                 |             | 0.00%  |

# Existing G.O. Debt Structure

| Year Ending | Existing Debt            |             |               |             |             |             |              |                           |                      |                             | Year Ending |
|-------------|--------------------------|-------------|---------------|-------------|-------------|-------------|--------------|---------------------------|----------------------|-----------------------------|-------------|
|             | Total G.O. Debt Payments | Less: Water | Less: Utility | Less: TID 4 | Less: TID 5 | Less: TID 6 | Net Tax Levy | Equalized Value (TID OUT) | Tax Rate Per \$1,000 | Annual Taxes \$250,000 Home |             |
| 2024        | 2,898,968                | (340,825)   | (429,881)     | (1,284,114) | (249,888)   | (107,300)   | 486,960      | 911,847,000               | \$0.53               | \$133.51                    | 2024        |
| 2025        | 1,502,556                | (342,000)   | (435,106)     |             | (243,175)   | (99,675)    | 382,600      | 947,818,994               | \$0.40               | \$100.92                    | 2025        |
| 2026        | 784,900                  | (288,675)   |               |             | (172,400)   | (97,125)    | 226,700      | 1,151,589,570             | \$0.20               | \$49.21                     | 2026        |
| 2027        | 795,900                  | (290,875)   |               |             | (173,350)   | (104,425)   | 227,250      | 1,197,019,311             | \$0.19               | \$47.46                     | 2027        |
| 2028        | 571,200                  | (294,150)   |               |             | (170,050)   | (107,000)   | 0            | 1,244,241,238             | \$0.00               | \$0.00                      | 2028        |
| 2029        | 575,250                  | (293,600)   |               |             | (171,700)   | (109,950)   | 0            | 1,293,326,050             | \$0.00               | \$0.00                      | 2029        |
| 2030        | 385,950                  | (283,050)   |               |             | 0           | (102,900)   | 0            | 1,344,347,239             | \$0.00               | \$0.00                      | 2030        |
| 2031        | 363,600                  | (267,650)   |               |             |             | (95,950)    | 0            | 1,397,381,192             | \$0.00               | \$0.00                      | 2031        |
| 2032        | 0                        | 0           |               |             |             | 0           | 0            | 1,452,507,314             | \$0.00               | \$0.00                      | 2032        |
| 2033        |                          |             |               |             |             |             | 0            | 1,509,808,138             | \$0.00               | \$0.00                      | 2033        |
| 2034        |                          |             |               |             |             |             | 0            | 1,569,369,457             | \$0.00               | \$0.00                      | 2034        |
| 2035        |                          |             |               |             |             |             | 0            | 1,631,280,446             | \$0.00               | \$0.00                      | 2035        |
| Total       | 7,878,324                | (2,400,825) |               | (1,284,114) | (1,180,563) | (824,325)   | 1,323,510    |                           |                      |                             | Total       |

## Notes:

## Legend:

Represents +/- 25% Change over previous year

# Building the Future: CIP

| Projects                   | Purpose/Dept.  | Plan Issue      | Funding   | 2025             | 2026             | 2027             | 2028     | Totals            |
|----------------------------|----------------|-----------------|-----------|------------------|------------------|------------------|----------|-------------------|
|                            |                |                 |           |                  |                  |                  |          | 0                 |
| Mill Pond Dam              | Dam            | 2025 G.O. Notes | G.O. Debt | 1,500,000        |                  |                  |          | 1,500,000         |
| Road Project               | Streets        | 2025 G.O. Notes | G.O. Debt | 500,000          |                  |                  |          | 500,000           |
| Road Project Utilities     | Utility        | 2025 G.O. Notes | G.O. Debt | 500,000          |                  |                  |          | 500,000           |
| Electric Storage Building  | Electric       | 2025 G.O. Notes | G.O. Debt | 1,700,000        |                  |                  |          | 1,700,000         |
| Fiber Extension Substation | Electric       | 2025 G.O. Notes | G.O. Debt | 300,000          |                  |                  |          | 300,000           |
| Grove Street               | Streets        | 2026 G.O. Notes | G.O. Debt |                  | 500,000          |                  |          | 500,000           |
| Future Capital Project     | Future Capital | 2026 G.O. Notes | G.O. Debt |                  | 1,000,000        |                  |          | 1,000,000         |
| Grove Street Utilities     | Utility        | 2026 G.O. Notes | G.O. Debt |                  | 500,000          |                  |          | 500,000           |
| Future Capital Project     | Future Capital | 2026 G.O. Notes | G.O. Debt |                  | 2,000,000        |                  |          | 2,000,000         |
| Fire Truck                 | Fire           | 2027 G.O. Notes | G.O. Debt |                  |                  | 2,000,000        |          | 2,000,000         |
|                            |                |                 |           |                  |                  |                  |          | 0                 |
|                            |                |                 |           |                  |                  |                  |          | 0                 |
| <b>Actual CIP Costs</b>    |                |                 |           | <b>4,500,000</b> | <b>4,000,000</b> | <b>2,000,000</b> | <b>0</b> | <b>10,500,000</b> |

# Building the Future: Borrowing Assumptions

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- The tax impact analysis provided on subsequent slides include the following assumptions
  - ✓ Borrowing Terms
    - Option 1 – 15 Year Amortization for all projects identified in the CIP
    - Option 2 - 20 Year Amortization for all projects identified in the CIP
  - ✓ Interest Rates
    - 4.25% for 20 Year Amortization

# Building the Future: Projected Issue Sizing

|                                    | 2025             |                  |                 |                 |                  | 2026             |                 |                  |                 |                  | 2027             |                  |
|------------------------------------|------------------|------------------|-----------------|-----------------|------------------|------------------|-----------------|------------------|-----------------|------------------|------------------|------------------|
|                                    | G.O. Notes       | Dam Portion      | Streets Portion | Utility Portion | Electric Portion | G.O. Notes       | Streets Portion | Future Capital   | Utility Portion | Future Capital   | G.O. Notes       | Fire Portion     |
| <b>CIP Projects<sup>1</sup></b>    |                  |                  |                 |                 |                  |                  |                 |                  |                 |                  |                  |                  |
| Mill Pond Dam                      | 1,500,000        | 1,500,000        |                 |                 |                  | -                |                 |                  |                 |                  | -                |                  |
| Road Project                       | 500,000          |                  | 500,000         |                 |                  | -                |                 |                  |                 |                  | -                |                  |
| Road Project Utilities             | 500,000          |                  |                 | 500,000         |                  | -                |                 |                  |                 |                  | -                |                  |
| Electric Storage Building          | 1,700,000        |                  |                 |                 | 1,700,000        | -                |                 |                  |                 |                  | -                |                  |
| Fiber Extension Substation         | 300,000          |                  |                 |                 | 300,000          | -                |                 |                  |                 |                  | -                |                  |
| Grove Street                       | -                |                  |                 |                 |                  | 500,000          | 500,000         |                  |                 |                  | -                |                  |
| Future Capital Project             | -                |                  |                 |                 |                  | 1,000,000        |                 | 1,000,000        |                 |                  | -                |                  |
| Grove Street Utilities             |                  |                  |                 |                 |                  | 500,000          |                 |                  | 500,000         |                  | -                |                  |
| Future Capital Project             |                  |                  |                 |                 |                  | 2,000,000        |                 |                  |                 | 2,000,000        | -                |                  |
| Fire Truck                         |                  |                  |                 |                 |                  |                  |                 |                  |                 |                  | 2,000,000        | 2,000,000        |
| <b>Subtotal Project Costs</b>      | <b>4,500,000</b> | <b>1,500,000</b> | <b>500,000</b>  | <b>500,000</b>  | <b>2,000,000</b> | <b>4,000,000</b> | <b>500,000</b>  | <b>1,000,000</b> | <b>500,000</b>  | <b>2,000,000</b> | <b>2,000,000</b> | <b>2,000,000</b> |
| <b>CIP Projects<sup>1</sup></b>    | <b>4,500,000</b> | <b>1,500,000</b> | <b>500,000</b>  | <b>500,000</b>  | <b>2,000,000</b> | <b>4,000,000</b> | <b>500,000</b>  | <b>1,000,000</b> | <b>500,000</b>  | <b>2,000,000</b> | <b>2,000,000</b> | <b>2,000,000</b> |
| <b>Estimated Issuance Expenses</b> | <b>127,275</b>   | <b>42,471</b>    | <b>14,204</b>   | <b>14,204</b>   | <b>56,396</b>    | <b>119,325</b>   | <b>14,952</b>   | <b>29,758</b>    | <b>14,952</b>   | <b>59,663</b>    | <b>87,763</b>    | <b>87,763</b>    |
| Maximum Underwriter's Discount     | 12.50 57,125     | 19,063           | 6,375           | 6,375           | 25,313           | 12.50 50,875     | 6,375           | 12,688           | 6,375           | 25,438           | 12.50 25,813     | 25,813           |
| <b>Subtotal Issuance Expenses</b>  | <b>127,275</b>   | <b>42,471</b>    | <b>14,204</b>   | <b>14,204</b>   | <b>56,396</b>    | <b>119,325</b>   | <b>14,952</b>   | <b>29,758</b>    | <b>14,952</b>   | <b>59,663</b>    | <b>87,763</b>    | <b>87,763</b>    |
| <b>TOTAL TO BE FINANCED</b>        | <b>4,627,275</b> | <b>1,542,471</b> | <b>514,204</b>  | <b>514,204</b>  | <b>2,056,396</b> | <b>4,119,325</b> | <b>514,952</b>  | <b>1,029,758</b> | <b>514,952</b>  | <b>2,059,663</b> | <b>2,087,763</b> | <b>2,087,763</b> |
| Estimated Interest Earnings        | 5.38% (60,525)   | (20,175)         | (6,725)         | (6,725)         | (26,900)         | 5.38% (53,800)   | (6,725)         | (13,450)         | (6,725)         | (26,900)         | 5.38% (26,900)   | (26,900)         |
| Assumed spend down (months)        | 3.00             |                  |                 |                 |                  | 3.00             |                 |                  |                 |                  | 3.00             |                  |
| Rounding                           | 3,250            | 2,704            | 2,521           | 2,521           | (4,496)          | 4,475            | 1,773           | (1,308)          | 1,773           | 2,238            | 4,138            | 4,138            |
| <b>NET BOND SIZE</b>               | <b>4,570,000</b> | <b>1,525,000</b> | <b>510,000</b>  | <b>510,000</b>  | <b>2,025,000</b> | <b>4,070,000</b> | <b>510,000</b>  | <b>1,015,000</b> | <b>510,000</b>  | <b>2,035,000</b> | <b>2,065,000</b> | <b>2,065,000</b> |

# Building the Future: Tax Impact Analysis

| Year<br>Ending | Current - Base Case     |                             | Projects with 15 year<br>Amortization |                             | Projects with 20 year<br>Amortization |                             | Year<br>Ending |
|----------------|-------------------------|-----------------------------|---------------------------------------|-----------------------------|---------------------------------------|-----------------------------|----------------|
|                | Tax Rate<br>Per \$1,000 | Annual<br>\$250,000<br>Home | Total Tax<br>Rate for<br>Debt Service | Annual<br>\$250,000<br>Home | Total Tax<br>Rate for<br>Debt Service | Annual<br>\$250,000<br>Home |                |
|                |                         |                             |                                       |                             |                                       |                             |                |
| 2024           | \$0.53                  | \$134                       | \$0.53                                | \$134                       | \$0.53                                | \$134                       | 2024           |
| 2025           | \$0.40                  | \$101                       | \$0.40                                | \$101                       | \$0.40                                | \$101                       | 2025           |
| 2026           | \$0.20                  | \$49                        | \$0.41                                | \$102                       | \$0.40                                | \$99                        | 2026           |
| 2027           | \$0.19                  | \$47                        | \$0.58                                | \$145                       | \$0.49                                | \$123                       | 2027           |
| 2028           | \$0.00                  | \$0                         | \$0.57                                | \$141                       | \$0.47                                | \$117                       | 2028           |
| 2029           | \$0.00                  | \$0                         | \$0.54                                | \$136                       | \$0.45                                | \$113                       | 2029           |
| 2030           | \$0.00                  | \$0                         | \$0.52                                | \$130                       | \$0.43                                | \$108                       | 2030           |
| 2031           | \$0.00                  | \$0                         | \$0.49                                | \$123                       | \$0.41                                | \$104                       | 2031           |
| 2032           | \$0.00                  | \$0                         | \$0.48                                | \$119                       | \$0.39                                | \$98                        | 2032           |
| 2033           | \$0.00                  | \$0                         | \$0.45                                | \$113                       | \$0.39                                | \$97                        | 2033           |
| 2034           | \$0.00                  | \$0                         | \$0.43                                | \$108                       | \$0.37                                | \$93                        | 2034           |
| 2035           | \$0.00                  | \$0                         | \$0.41                                | \$104                       | \$0.36                                | \$89                        | 2035           |
| 2036           | \$0.00                  | \$0                         | \$0.40                                | \$100                       | \$0.34                                | \$86                        | 2036           |
| 2037           | \$0.00                  | \$0                         | \$0.39                                | \$97                        | \$0.33                                | \$82                        | 2037           |
| 2038           | \$0.00                  | \$0                         | \$0.37                                | \$93                        | \$0.32                                | \$79                        | 2038           |
| 2039           | \$0.00                  | \$0                         | \$0.35                                | \$88                        | \$0.31                                | \$76                        | 2039           |
| 2040           | \$0.00                  | \$0                         | \$0.34                                | \$85                        | \$0.29                                | \$74                        | 2040           |
| 2041           | \$0.00                  | \$0                         | \$0.25                                | \$62                        | \$0.28                                | \$70                        | 2041           |
| 2042           | \$0.00                  | \$0                         | \$0.09                                | \$22                        | \$0.27                                | \$67                        | 2042           |
| 2043           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.26                                | \$65                        | 2043           |
| 2044           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.25                                | \$62                        | 2044           |
| 2045           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.24                                | \$60                        | 2045           |
| 2046           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.17                                | \$42                        | 2046           |
| 2047           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.06                                | \$15                        | 2047           |
| 2048           | \$0.00                  | \$0                         | \$0.00                                | \$0                         | \$0.00                                | \$0                         | 2048           |
| Total          | \$                      | 331                         | \$                                    | 2,003                       | \$                                    | 2,055                       | Total          |

# Option 1: 15 – Year Amortization

| Proposed Debt                                                                   |                                                                                 |                                                                                 |                  |                   |                                   |                                   |                                       |                                   |                                             | Year<br>Ending |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------|-------------------|-----------------------------------|-----------------------------------|---------------------------------------|-----------------------------------|---------------------------------------------|----------------|
| 2025 G.O. Notes<br>4,570,000<br>Dated: 5/1/2025<br>Total Principal and Interest | 2026 G.O. Notes<br>4,070,000<br>Dated: 5/1/2026<br>Total Principal and Interest | 2027 G.O. Notes<br>2,065,000<br>Dated: 5/1/2027<br>Total Principal and Interest | Abatements       |                   | Debt Service Levy                 |                                   | Taxes                                 |                                   |                                             |                |
|                                                                                 |                                                                                 |                                                                                 | Less:<br>Utility | Less:<br>Electric | Total<br>Net Debt<br>Service Levy | Levy Change<br>from Prior<br>Year | Total Tax<br>Rate for<br>Debt Service | Annual Taxes<br>\$250,000<br>Home | Annual Taxes<br>Difference<br>From Existing |                |
|                                                                                 |                                                                                 |                                                                                 |                  |                   |                                   |                                   |                                       |                                   |                                             |                |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 486,960                           |                                   | \$0.53                                | \$134                             | \$0.00                                      | 2024           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 382,600                           | (104,360)                         | \$0.40                                | \$101                             | \$0                                         | 2025           |
| 470,132                                                                         | 0                                                                               | 0                                                                               | (43,679)         | (183,605)         | 469,548                           | 86,948                            | \$0.41                                | \$102                             | \$53                                        | 2026           |
| 370,733                                                                         | 364,623                                                                         | 0                                                                               | (87,710)         | (181,910)         | 692,986                           | 223,438                           | \$0.58                                | \$145                             | \$97                                        | 2027           |
| 426,804                                                                         | 363,914                                                                         | 187,171                                                                         | (91,015)         | (182,760)         | 704,113                           | 11,128                            | \$0.57                                | \$141                             | \$141                                       | 2028           |
| 421,745                                                                         | 370,486                                                                         | 187,550                                                                         | (93,887)         | (183,501)         | 702,393                           | (1,721)                           | \$0.54                                | \$136                             | \$136                                       | 2029           |
| 411,609                                                                         | 371,732                                                                         | 188,175                                                                         | (91,683)         | (179,157)         | 700,676                           | (1,717)                           | \$0.52                                | \$130                             | \$130                                       | 2030           |
| 406,382                                                                         | 362,804                                                                         | 188,681                                                                         | (89,481)         | (179,723)         | 688,664                           | (12,012)                          | \$0.49                                | \$123                             | \$123                                       | 2031           |
| 410,794                                                                         | 363,690                                                                         | 189,002                                                                         | (92,189)         | (180,107)         | 691,190                           | 2,526                             | \$0.48                                | \$119                             | \$119                                       | 2032           |
| 404,843                                                                         | 369,111                                                                         | 184,227                                                                         | (94,713)         | (180,311)         | 683,158                           | (8,032)                           | \$0.45                                | \$113                             | \$113                                       | 2033           |
| 398,712                                                                         | 369,067                                                                         | 184,356                                                                         | (92,144)         | (180,333)         | 679,658                           | (3,500)                           | \$0.43                                | \$108                             | \$108                                       | 2034           |
| 392,383                                                                         | 363,744                                                                         | 189,199                                                                         | (89,573)         | (180,167)         | 675,586                           | (4,072)                           | \$0.41                                | \$104                             | \$104                                       | 2035           |
| 395,611                                                                         | 363,128                                                                         | 188,756                                                                         | (91,900)         | (179,783)         | 675,811                           | 225                               | \$0.40                                | \$100                             | \$100                                       | 2036           |
| 398,138                                                                         | 371,876                                                                         | 188,114                                                                         | (94,015)         | (179,148)         | 684,965                           | 9,154                             | \$0.39                                | \$97                              | \$97                                        | 2037           |
| 399,845                                                                         | 369,920                                                                         | 187,242                                                                         | (90,989)         | (183,113)         | 682,905                           | (2,060)                           | \$0.37                                | \$93                              | \$93                                        | 2038           |
| 395,162                                                                         | 362,438                                                                         | 186,107                                                                         | (92,728)         | (181,375)         | 669,605                           | (13,300)                          | \$0.35                                | \$88                              | \$88                                        | 2039           |
| 398,678                                                                         | 363,724                                                                         | 184,654                                                                         | (94,021)         | (178,894)         | 674,141                           | 4,537                             | \$0.34                                | \$85                              | \$85                                        | 2040           |
| 0                                                                               | 368,190                                                                         | 187,470                                                                         | (46,024)         | 0                 | 509,636                           | (164,505)                         | \$0.25                                | \$62                              | \$62                                        | 2041           |
| 0                                                                               | 0                                                                               | 189,301                                                                         | 0                | 0                 | 189,301                           | (320,335)                         | \$0.09                                | \$22                              | \$22                                        | 2042           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | (189,301)                         | \$0.00                                | \$0                               | \$0                                         | 2043           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2044           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2045           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2046           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2047           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2048           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2049           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2050           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2051           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2052           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | 0                                     | 0                                 | 0                                           | 2053           |
| 6,101,568                                                                       | 5,498,445                                                                       | 2,810,003                                                                       | (1,375,747)      | (2,713,885)       |                                   |                                   |                                       |                                   | 1,672                                       | Total          |

# Option 2: 20 – Year Amortization

| Proposed Debt                                                                   |                                                                                 |                                                                                 |                  |                   |                                   |                                   |                                       |                                   |                                             | Year<br>Ending |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------|-------------------|-----------------------------------|-----------------------------------|---------------------------------------|-----------------------------------|---------------------------------------------|----------------|
| 2025 G.O. Notes<br>4,570,000<br>Dated: 5/1/2025<br>Total Principal and Interest | 2026 G.O. Notes<br>4,070,000<br>Dated: 5/1/2026<br>Total Principal and Interest | 2027 G.O. Notes<br>2,065,000<br>Dated: 5/1/2027<br>Total Principal and Interest | Abatements       |                   | Debt Service Levy                 |                                   | Taxes                                 |                                   |                                             |                |
|                                                                                 |                                                                                 |                                                                                 | Less:<br>Utility | Less:<br>Electric | Total<br>Net Debt<br>Service Levy | Levy Change<br>from Prior<br>Year | Total Tax<br>Rate for<br>Debt Service | Annual Taxes<br>\$250,000<br>Home | Annual Taxes<br>Difference<br>From Existing |                |
|                                                                                 |                                                                                 |                                                                                 |                  |                   |                                   |                                   |                                       |                                   |                                             |                |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 486,960                           |                                   | \$0.53                                | \$134                             | \$0.00                                      | 2024           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 382,600                           | (104,360)                         | \$0.40                                | \$101                             | \$0                                         | 2025           |
| 423,415                                                                         | 0                                                                               | 0                                                                               | (40,649)         | (151,868)         | 457,599                           | 74,999                            | \$0.40                                | \$99                              | \$50                                        | 2026           |
| 286,434                                                                         | 306,361                                                                         | 0                                                                               | (76,373)         | (154,083)         | 589,589                           | 131,991                           | \$0.49                                | \$123                             | \$76                                        | 2027           |
| 341,286                                                                         | 313,264                                                                         | 160,627                                                                         | (79,598)         | (151,315)         | 584,263                           | (5,326)                           | \$0.47                                | \$117                             | \$117                                       | 2028           |
| 344,943                                                                         | 312,485                                                                         | 159,807                                                                         | (78,115)         | (153,506)         | 585,614                           | 1,351                             | \$0.45                                | \$113                             | \$113                                       | 2029           |
| 338,427                                                                         | 311,619                                                                         | 156,890                                                                         | (76,646)         | (150,610)         | 579,679                           | (5,935)                           | \$0.43                                | \$108                             | \$108                                       | 2030           |
| 341,730                                                                         | 305,667                                                                         | 158,926                                                                         | (75,178)         | (152,624)         | 578,520                           | (1,159)                           | \$0.41                                | \$104                             | \$104                                       | 2031           |
| 339,761                                                                         | 304,622                                                                         | 155,870                                                                         | (73,710)         | (154,456)         | 572,086                           | (6,434)                           | \$0.39                                | \$98                              | \$98                                        | 2032           |
| 347,431                                                                         | 308,298                                                                         | 157,718                                                                         | (77,152)         | (151,198)         | 585,097                           | 13,011                            | \$0.39                                | \$97                              | \$97                                        | 2033           |
| 344,738                                                                         | 311,602                                                                         | 159,376                                                                         | (80,410)         | (152,850)         | 582,456                           | (2,641)                           | \$0.37                                | \$93                              | \$93                                        | 2034           |
| 346,763                                                                         | 309,627                                                                         | 155,938                                                                         | (78,573)         | (154,315)         | 579,439                           | (3,018)                           | \$0.36                                | \$89                              | \$89                                        | 2035           |
| 338,550                                                                         | 312,363                                                                         | 157,404                                                                         | (76,730)         | (150,665)         | 580,922                           | 1,484                             | \$0.34                                | \$86                              | \$86                                        | 2036           |
| 340,051                                                                         | 304,863                                                                         | 158,675                                                                         | (74,868)         | (151,877)         | 576,842                           | (4,080)                           | \$0.33                                | \$82                              | \$82                                        | 2037           |
| 336,096                                                                         | 307,082                                                                         | 159,728                                                                         | (72,977)         | (152,823)         | 577,105                           | 263                               | \$0.32                                | \$79                              | \$79                                        | 2038           |
| 346,026                                                                         | 303,857                                                                         | 160,540                                                                         | (75,899)         | (153,296)         | 581,228                           | 4,123                             | \$0.31                                | \$76                              | \$76                                        | 2039           |
| 344,532                                                                         | 314,567                                                                         | 156,173                                                                         | (78,461)         | (153,199)         | 583,612                           | 2,385                             | \$0.29                                | \$74                              | \$74                                        | 2040           |
| 342,295                                                                         | 309,031                                                                         | 156,421                                                                         | (75,795)         | (152,748)         | 579,203                           | (4,409)                           | \$0.28                                | \$70                              | \$70                                        | 2041           |
| 339,583                                                                         | 307,883                                                                         | 156,089                                                                         | (77,980)         | (152,061)         | 573,514                           | (5,689)                           | \$0.27                                | \$67                              | \$67                                        | 2042           |
| 341,193                                                                         | 311,140                                                                         | 160,277                                                                         | (79,923)         | (151,098)         | 581,589                           | 8,076                             | \$0.26                                | \$65                              | \$65                                        | 2043           |
| 332,233                                                                         | 308,719                                                                         | 159,102                                                                         | (76,724)         | (149,855)         | 573,474                           | (8,115)                           | \$0.25                                | \$62                              | \$62                                        | 2044           |
| 337,590                                                                         | 305,726                                                                         | 157,639                                                                         | (73,499)         | (148,335)         | 579,121                           | 5,647                             | \$0.24                                | \$60                              | \$60                                        | 2045           |
| 0                                                                               | 307,050                                                                         | 155,884                                                                         | (40,940)         | 0                 | 421,994                           | (157,127)                         | \$0.17                                | \$42                              | \$42                                        | 2046           |
| 0                                                                               | 0                                                                               | 158,720                                                                         | 0                | 0                 | 158,720                           | (263,274)                         | \$0.06                                | \$15                              | \$15                                        | 2047           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | (158,720)                         | \$0.00                                | \$0                               | \$0                                         | 2048           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2049           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2050           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2051           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | \$0.00                                | \$0                               | \$0                                         | 2052           |
| 0                                                                               | 0                                                                               | 0                                                                               | 0                | 0                 | 0                                 | 0                                 | 0                                     | 0                                 | 0                                           | 2053           |
| 6,853,073                                                                       | 6,175,820                                                                       | 3,161,799                                                                       | (1,540,198)      | (3,042,780)       |                                   |                                   |                                       |                                   | 1,724                                       | Total          |

# Building the Future: G.O. Debt Capacity

| Existing Debt |                                                 |             |                                |            |
|---------------|-------------------------------------------------|-------------|--------------------------------|------------|
| Year Ending   | Projected Equalized Value (TID IN) <sup>1</sup> | Debt Limit  | Existing Principal Outstanding | % of Limit |
| 2023          | 1,111,655,400                                   | 55,582,770  | 7,450,000                      | 13%        |
| 2024          | 1,156,148,265                                   | 57,807,413  | 4,710,000                      | 8%         |
| 2025          | 1,202,421,911                                   | 60,121,096  | 3,300,000                      | 5%         |
| 2026          | 1,250,547,612                                   | 62,527,381  | 2,580,000                      | 4%         |
| 2027          | 1,300,599,495                                   | 65,029,975  | 1,830,000                      | 3%         |
| 2028          | 1,352,654,653                                   | 67,632,733  | 1,290,000                      | 2%         |
| 2029          | 1,406,793,266                                   | 70,339,663  | 735,000                        | 1%         |
| 2030          | 1,463,098,720                                   | 73,154,936  | 360,000                        | 0%         |
| 2031          | 1,521,657,743                                   | 76,082,887  | 0                              | 0%         |
| 2032          | 1,582,560,530                                   | 79,128,027  |                                | 0%         |
| 2033          | 1,645,900,889                                   | 82,295,044  |                                | 0%         |
| 2034          | 1,711,776,380                                   | 85,588,819  |                                | 0%         |
| 2035          | 1,780,288,471                                   | 89,014,424  |                                | 0%         |
| 2036          | 1,851,542,687                                   | 92,577,134  |                                | 0%         |
| 2037          | 1,925,648,780                                   | 96,282,439  |                                | 0%         |
| 2038          | 2,002,720,894                                   | 100,136,045 |                                | 0%         |
| 2039          | 2,082,877,739                                   | 104,143,887 |                                | 0%         |
| 2040          | 2,166,242,780                                   | 108,312,139 |                                | 0%         |
| 2041          | 2,252,944,421                                   | 112,647,221 |                                | 0%         |
| 2042          | 2,343,116,206                                   | 117,155,810 |                                | 0%         |
| 2043          | 2,436,897,024                                   | 121,844,851 |                                | 0%         |
| 2044          | 2,534,431,323                                   | 126,721,566 |                                | 0%         |

| Proposed Debt               |                 |                 |              |            |                   |             |
|-----------------------------|-----------------|-----------------|--------------|------------|-------------------|-------------|
| Combined Principal Existing |                 |                 |              |            |                   | Year Ending |
| 2025 G.O. Notes             | 2026 G.O. Notes | 2027 G.O. Notes | & Proposed   | % of Limit | Residual Capacity |             |
|                             |                 |                 | \$7,450,000  | 13%        | \$48,132,770      | 2023        |
|                             |                 |                 | \$4,710,000  | 8%         | \$53,097,413      | 2024        |
| 4,570,000                   |                 |                 | \$7,870,000  | 13%        | \$52,251,096      | 2025        |
| 4,420,000                   | 4,070,000       |                 | \$11,070,000 | 18%        | \$51,457,381      | 2026        |
| 4,180,000                   | 3,940,000       | 2,065,000       | \$12,015,000 | 18%        | \$53,014,975      | 2027        |
| 3,920,000                   | 3,725,000       | 2,000,000       | \$10,935,000 | 16%        | \$56,697,733      | 2028        |
| 3,650,000                   | 3,495,000       | 1,890,000       | \$9,770,000  | 14%        | \$60,569,663      | 2029        |
| 3,380,000                   | 3,255,000       | 1,775,000       | \$8,770,000  | 12%        | \$64,384,936      | 2030        |
| 3,100,000                   | 3,015,000       | 1,655,000       | \$7,770,000  | 10%        | \$68,312,887      | 2031        |
| 2,800,000                   | 2,765,000       | 1,530,000       | \$7,095,000  | 9%         | \$72,033,027      | 2032        |
| 2,495,000                   | 2,500,000       | 1,405,000       | \$6,400,000  | 8%         | \$75,895,044      | 2033        |
| 2,180,000                   | 2,225,000       | 1,275,000       | \$5,680,000  | 7%         | \$79,908,819      | 2034        |
| 1,855,000                   | 1,945,000       | 1,135,000       | \$4,935,000  | 6%         | \$84,079,424      | 2035        |
| 1,510,000                   | 1,655,000       | 990,000         | \$4,155,000  | 4%         | \$88,422,134      | 2036        |
| 1,155,000                   | 1,345,000       | 840,000         | \$3,340,000  | 3%         | \$92,942,439      | 2037        |
| 790,000                     | 1,025,000       | 685,000         | \$2,500,000  | 2%         | \$97,636,045      | 2038        |
| 405,000                     | 700,000         | 525,000         | \$1,630,000  | 2%         | \$102,513,887     | 2039        |
| 0                           | 360,000         | 360,000         | \$720,000    | 1%         | \$107,592,139     | 2040        |
| 0                           | 0               | 185,000         | \$185,000    | 0%         | \$112,462,221     | 2041        |
| 0                           | 0               | 0               | \$0          | 0%         | \$117,155,810     | 2042        |
| 0                           | 0               | 0               | \$0          | 0%         | \$121,844,851     | 2043        |
| 0                           | 0               | 0               | \$0          | 0%         | \$126,721,566     | 2044        |



2024 Strategic Planning Workshop

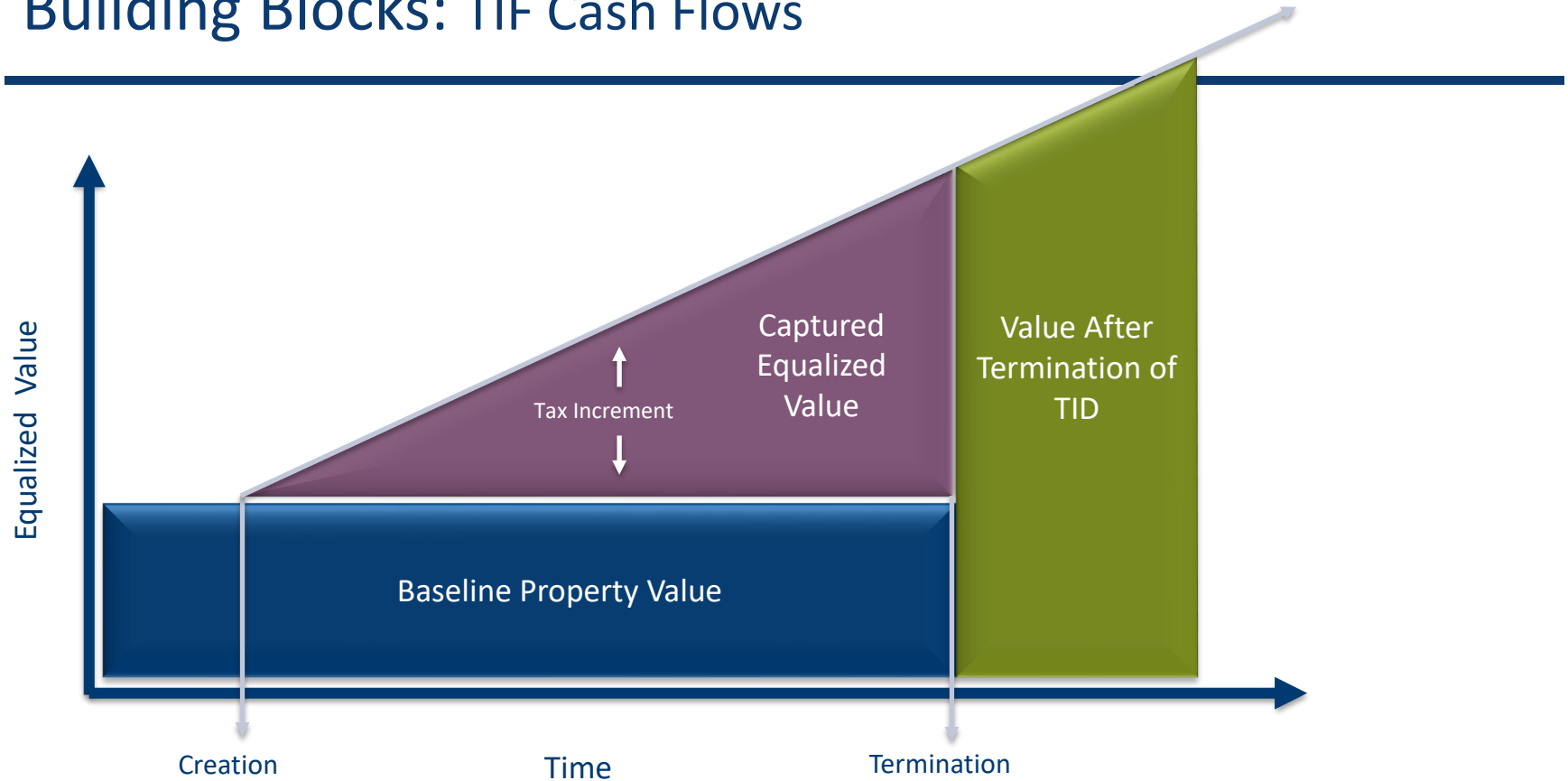
# TID ANALYSIS

# What is Tax Increment Financing?

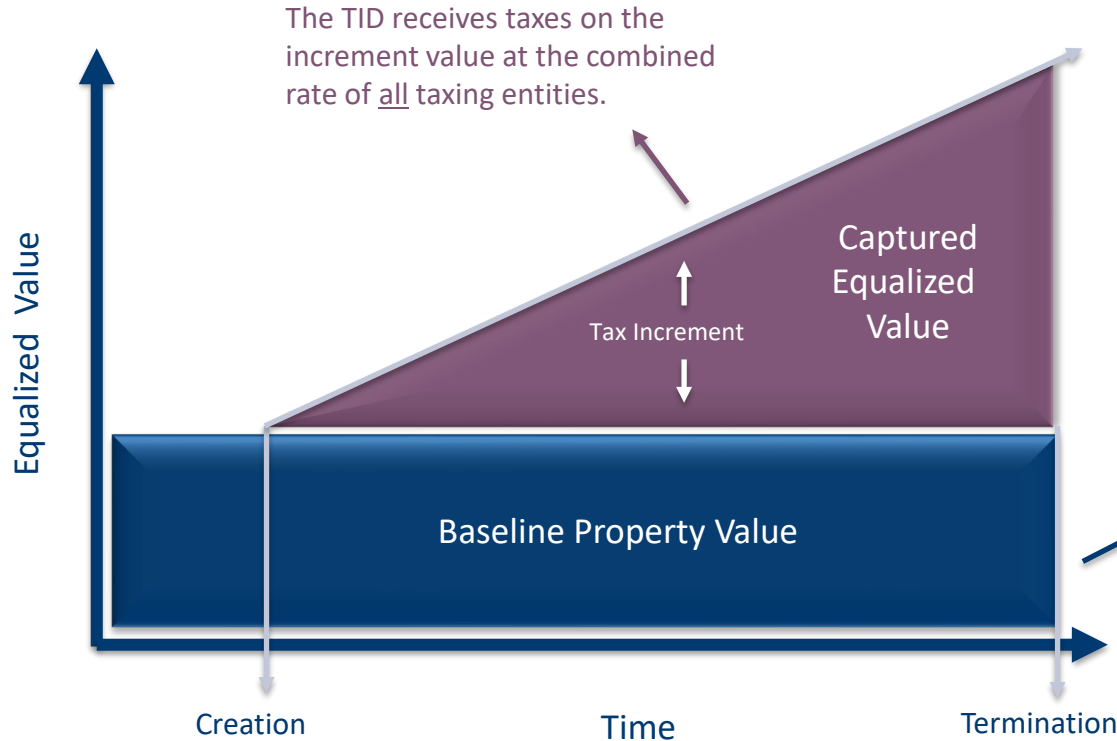
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- Key acronyms:
  - ✓ TIF = Tax Increment Financing (*the tool*)
  - ✓ TID = Tax Increment District (*where the tool is used - boundary*)
- Powerful economic development tool
- Allows municipalities to capture incremental **property tax revenue** from **growth** in defined area & use it to **benefit** that area

# Building Blocks: TIF Cash Flows



# Building Blocks: TID Tax Levies



| Jurisdiction | Mill Rate |
|--------------|-----------|
| Local        | \$6.50    |
| County       | \$4.00    |
| School       | \$7.50    |
| VTAE         | \$2.00    |
| TOTAL        | \$20.00   |

All taxing jurisdictions within TID boundary continue to receive their share of the tax levy on the base value of the TID.

# Why use TIF?

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## THE INTENT

- |                                                                                                                      |                                                          |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| ✓ Require cost participation amongst all taxing jurisdictions that ultimately benefit from increased property values | ✓ Promote economic development and redevelopment         |
| ✓ Address lack of other incentives and financial resources                                                           | ✓ Promote cooperation between public and private sectors |

# Existing TIDs Incremental Value

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- New increment valuations will be released on August 1<sup>st</sup>
  - ✓ TID No. 4
    - Created in 2001. Incremental value is \$166.4M
    - Closed with 2025 increment being used for Affordable Housing Initiatives
    - Will have a positive impact on the 2026 budget
  - ✓ TID No. 5
    - Created in 2008. Incremental value is \$25.6M
    - Positive fund balance - no projected closure at this time
  - ✓ TID No. 6
    - Created in 2011. Incremental value is \$7.8M
    - Negative fund balance - no projected closure at this time

# Future TIDs

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- Currently working on two new TIDs
  - ✓ TID No. 7
    - Eastside of City to accommodate several proposed housing developments and a potential commercial development
    - Current timetable has the TID being created this fall
  - ✓ TID No. 8
    - Downtown TID to accommodate a potential commercial development(s)
    - Current timetable has the TID being created later this year



City of Plymouth  
128 Smith St. - P.O. Box 107  
Plymouth, WI 53073-0107



Telephone: (920) 893-3745  
Facsimile: (920) 893-0183  
Web Site: [plymouthgov.com](http://plymouthgov.com)

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**DATE:** July 23, 2024

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator Utilities Manager

**RE:** Approval of Resolution No. 9 Amending the Building Code Fee Schedule

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**Background:** Per municipal code, Building Code fees are set by resolution from time by the Common Council. Pending Common Council approval of the agreement with Witkowski Inspections, Staff recommends the approval of the attached resolution which matches the schedule of fees outlined in the agreement with Witkowski Inspections.

**Recommendation:** Approval of Resolution No. 9 Amending the Building Code Fee Schedule

**Attachment 1:**

- Resolution No. 9

CITY OF PLYMOUTH, WISCONSIN  
 RESOLUTION NO. \_\_\_\_\_ of 2024  
 RESOLUTION AMENDING THE BUILDING CODE FEE SCHEDULE

WHEREAS, the Common Council of the City of Plymouth has determined that the following fees bear a reasonable relationship to the service for which the fee is imposed as required by Wis. Stat. § 66.0628.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Plymouth, pursuant to the Building Code Ordinance, does hereby amend the Building Code Fee Schedule to include the following fees for the procedures, permits and applications required by the Plymouth Building Code Ordinances:

| items reflected in cents are per sq. ft.                                                                                                                                    |                                                    | Permit Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------|
| <b>Minimum Permit Fee</b>                                                                                                                                                   | Misc. Items                                        | \$55.00     |
| <b>New Home Project</b><br>not inclusive to all fees                                                                                                                        | Single Family-NSFD                                 | \$800.00    |
| <b>New Home Project</b><br>not inclusive to all fees                                                                                                                        | Two Family- Duplex                                 | \$1,000.00  |
| Note: Any dwelling, one or two family having a gross finished area greater than 2,999 sq. ft. will be assessed a fee of \$ .10 per sq. ft for the permit above standard fee |                                                    | \$0.10      |
| <b>Manufactured Home</b>                                                                                                                                                    | Home with or without foundation                    | \$230.00    |
| <b>Certificate of Occupancy</b>                                                                                                                                             |                                                    | \$60.00     |
| <b>State Seal- New Homes</b>                                                                                                                                                | Required for all 1 & 2 Family Homes (pass through) | \$40.00     |
| <b>Residential:</b>                                                                                                                                                         |                                                    |             |
| <b>Addition</b>                                                                                                                                                             | w/ Plumbing                                        | \$440.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$385.00    |
| <b>Remodeling</b>                                                                                                                                                           | w/ Plumbing                                        | \$225.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$175.00    |
| <b>Finish Basement</b>                                                                                                                                                      | w/ Plumbing                                        | \$220.00    |
|                                                                                                                                                                             | w/o Plumbing                                       | \$165.00    |
| <b>Accessory Bldg. / Shed</b>                                                                                                                                               | w/ Electrical                                      | \$65.00     |
| <b>or Gazebos</b>                                                                                                                                                           | w/o Electrical                                     | \$65.00     |
| <b>Attached Garage</b>                                                                                                                                                      |                                                    | \$175.00    |
| <b>Detached Garage</b>                                                                                                                                                      |                                                    | \$110.00    |
| <b>Decks</b>                                                                                                                                                                | Attached or Detached                               | \$120.00    |

|                                                                           |                                                                       |          |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|----------|
| <b>Porches</b>                                                            | Attached or Detached                                                  | \$110.00 |
| <b>Pool</b>                                                               | In-Ground                                                             | \$150.00 |
| <b>Pool</b>                                                               | Above Ground                                                          | \$75.00  |
| <b>Electical</b>                                                          | Service: Overhead/ Underground                                        | \$65.00  |
| <b>Electical</b>                                                          | General Wiring                                                        | \$65.00  |
| <b>HVAC</b>                                                               | Furnace/ Space Heater/ A-C &/orSolid Fuel Appliance                   | \$65.00  |
| <b>Plumbing</b>                                                           | General Connections                                                   | \$65.00  |
| <b>Commercial:</b>                                                        |                                                                       |          |
| <b>New Structure</b>                                                      | Business; Office; Multi-Family; Mercantile; ect.                      | \$0.23   |
|                                                                           | Manufacturing; Industrial; Storage; ect.                              | \$0.17   |
| <b><i>Remodel; Additions; Alterations - includes all disiciplines</i></b> |                                                                       |          |
|                                                                           | Base Fee                                                              | \$200    |
|                                                                           | Business; Office; Multi-Family; Mercantile; ect. (Sq ft)              | \$0.09   |
|                                                                           | Manufacturing; Industrial; Storage; ect. (Sq ft)                      | \$0.09   |
|                                                                           | Plan Review (per hour/ if needed)                                     | \$75.00  |
| <b><i>Commercial Electrical</i></b>                                       |                                                                       |          |
|                                                                           | Single Phase < 200 Amps                                               | \$120.00 |
|                                                                           | 3- Phase Service                                                      | \$220.00 |
|                                                                           | Temporary Service                                                     | \$120.00 |
|                                                                           | General Wiring - Combined Commerical (sq ft)                          | \$0.05   |
|                                                                           | General Wiring - Industrial (Sq ft)                                   | \$0.04   |
|                                                                           |                                                                       |          |
| <b><i>Commercial Plumbing</i></b>                                         |                                                                       |          |
|                                                                           | General Connections - Minimum Permit Fee                              | \$65.00  |
|                                                                           | New Commercial Plumbing Construction (Excluding mfg/ind) (Sq ft)      | \$0.05   |
|                                                                           | Manufacturing & Industrial Plumbing (Sq ft)                           | \$0.04   |
|                                                                           | Sanitary/ Sewer Connection                                            | \$65.00  |
|                                                                           | Plan Review (per hour/ if needed)                                     | \$100    |
| <b><i>Commercial HVAC</i></b>                                             |                                                                       |          |
|                                                                           | Boilers; Roof-top Units; Furnace Solid Fuel Appliances; Space Heaters | \$65.00  |
|                                                                           | New Commercial HVAC Construction per sq. ft. (Excl. mfg/ind)(Sq ft)   | \$0.50   |
|                                                                           | <b>Manufacturing and Industrial HVAC (sq. ft.)</b>                    | \$0.30   |
|                                                                           | Plan Review (per hour/ if needed)                                     | 75.00    |
| <b><i>Sprinkler Systems/ Fire Supression</i></b>                          |                                                                       |          |
| <b>Fire System</b>                                                        | Installed System w/ Fire Chief and Inspector walk-through             | \$115.00 |
| <b><i>Misc. / Signage / Ect.</i></b>                                      |                                                                       |          |
| <b>Moving a Building</b>                                                  | Over a public way- Principal                                          | \$65.00  |
|                                                                           | over a public way- Accessory                                          | \$35.00  |
| <b>Wrecking or Razing</b>                                                 | Principal Structure                                                   | \$65.00  |
|                                                                           | Accessory Structure                                                   | \$25.00  |
| <b>Misc Inspection</b>                                                    | Special Inspections, Reports & Letters (one event)                    | 65.00    |

|                                                                                                                                   |                                                                                                                       |                                 |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Early Start Fee</b>                                                                                                            | Commercial                                                                                                            | \$100.00                        |
| <b>Early Start Fee</b>                                                                                                            | Residential                                                                                                           | \$100.00                        |
| <b>Permit Renewal – One time only</b>                                                                                             |                                                                                                                       | \$30.00                         |
| <b>Flammable Liquid Storage</b>                                                                                                   | \$10.00/1000 gallons. Up to \$100.00 per tank                                                                         | \$11.00                         |
| <b>Residential Improvements Not Requiring Inspections Valued under \$5,000</b>                                                    | (Roofing, siding, soffit/fascia/gutters, cabinets, countertops, fixtures, windows, doors)                             | \$30.00                         |
| <b>Residential Improvements Not Requiring Inspections Valued over \$5,000</b>                                                     | Additional \$6.00 for each \$1,000 cost thereafter rounded up to nearest whole \$1,000 of value. (see above for list) | \$30.00 plus \$6.00 per \$1,000 |
| <b>Erosion Control</b>                                                                                                            | Commercial/Residential                                                                                                | \$82                            |
| <b>Commercial &amp; Residential Relaying/Replacing Sanitary or Storm Sewer or other underground plumbing requiring inspection</b> | Commercial/Residential                                                                                                | \$55 plus \$10 per 100 ft       |
| <b>Court Appearance (Per Hour)</b>                                                                                                | 130 per hour                                                                                                          | \$130 per hour                  |
| <b>Property Maintenance Inspection (As Needed)</b>                                                                                | 75 per hour                                                                                                           | \$75 per hour                   |

**PENALTY FOR NOT TAKING A PERMIT OUT SHALL BE DOUBLE THE FEE.**

Passed and adopted by the Common Council of the City of Plymouth on this 30<sup>th</sup> day of July, 2024 to take effect on January 1, 2025.

\_\_\_\_\_  
Donald O. Pohlman, Mayor

Attest:

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Anna Voigt, City Clerk