#### CITY OF PLYMOUTH, WISCONSIN TUESDAY, DECEMBER 10, 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 (Alderpersons may request removal of item(s), or part thereof without debate or vote):
  - A. Approve minutes of the meeting held Tuesday, November 26, 2024
  - **B.** Approve City and Utility Reports:
    - I. List of City & Utility Vouchers dated 11/01/2024 11/30/2024
  - C. Minutes acknowledged for filing Housing Authority: November 8 Community Television: November 11 – Police and Fire Commission: November 12 - Committee of the Whole: November 26
  - D. Building Report for November 2024 23 permits at \$991,793
  - E. Approve Street Use Permit: Plymouth Arts Center on December 31, 2024 from 8:30 PM – 10:30 PM. Request to close North St., from the corner/intersection of Mill, Eastern Ave. and North St. at the stoplight, past the PAC driveway to the corner of Main and North St.
- 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. New Business:
  - A. Presentation, Discussion, and Possible Action on the 2024 Plymouth Housing Study – Tim Blakeslee, City Administrator/Utilities Manager
  - B. Discussion and Possible Action of Agreement with Kapur Engineering Services for West Stafford Street Parking Lot – Cathy Austin, Director of Public Works
  - C. Discussion and Possible Action of Agreement with Ehlers to conduct Pro Forma Review for LAG Family LLC– Tim Blakeslee, City Administrator/Utilities Manager
  - D. Discussion and Possible Action of Agreement with Ehlers for Debt Issuance Support – Tim Blakeslee, City Administrator/Utilities Manager
  - E. Discussion and Possible Action of Agreement with Ehlers for Utilities Cash Flow Analysis – Chris Russo, Finance Director
  - F. Discussion and Possible Action of Agreement with Motorola for Police Department Body Cameras – Ken Ruggles, Police Chief
  - G. Discussion and Possible Action of Agreement with Sensus RNI Tim Blakeslee, City Administrator/Utilities Manager

#### H. Discussion and Possible Action to Approve the Purchase of a Truck for the Water Department from Ewald in the amount of \$40,592 – Cathy Austin, Director of Public Works

#### 7. Adjourn to 7:00 PM on Tuesday, January 14, 2025

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, NOVEMBER 26, 2024 COMMON COUNCIL MEETING 7:00 PM COUNCIL CHAMBERS, ROOM 302 128 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: Angie Matzdorf, Diane Gilson, John Binder, Dave Herrmann, John Nelson, Mike Penkwitz, and Jeff Tauscheck. Also present: City Administrator/Utilities Manager Tim Blakeslee, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, and City Clerk Anna Voigt.
- 2. Pledge of Allegiance.
- 3. Approval of the Consent Agenda (Alderpersons may request removal of item(s), or part thereof without debate or vote): Motion was made by Herrmann/Matzdorf to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
  - A. Approve minutes of the meeting held Tuesday, November 12, 2024
  - **B.** Approve City and Utility Reports:
    - I. Electric, Water and Sewer Sales Report October 2024
    - II. Utility Related Write Offs for November \$6,620.95
  - C. Minutes acknowledged for filing Library Board: October 7 Redevelopment Authority: November 7 – Board or Appeals: November 7 – Plan Commission: November 7 - Plymouth Housing Authority: November 8
  - D. Approval of December 16, 2024 Fire Department Annual Recognition Dinner in the Fire Department Training Hall (Including Alcohol in the Building)
- 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. None
- 5. Items removed from Consent Agenda: None

#### 6. Public Hearing followed by Discussion and Action:

A. Ordinance No. 22 An Ordinance Amending Section 13-1-28 of the City of Plymouth, Wisconsin Zoning Code Regarding High Density Multi-Family Residential District – Mayor Pohlman opened the public hearing at 7:02 PM. City Administrator / Utilities Manager Blakeslee explained in March and April 2024 the Common Council, upon recommendation of the Plan Commission, adopted a new R6 zoning district to allow for the construction of larger multi-family units in Plymouth if a property were to become zoned R6. Tweaks were adopted in May 2024 to allow for greater flexibility regarding different building sizes. The new R6 district was created with what could be interpreted a strict 600 minimum square per dwelling unit on any one floor for a multi-family dwelling. Staff realized that this could limit a development that would want to incorporate diverse unit sizes on multiple floors of a multi-unit development. The intent of the code is to not allow a number of extremely small units as part of a development. Blakeslee noted when reviewing other municipalities minimums per dwelling unit per floor in other communities for high-density zoning districts are commonly 500 sq ft or 550 sq ft. The goal is to not have a bunch of extremely small studio units, but this provides flexibility for developers. There being no public comment the Mayor called the public hearing closed at 7:04 PM. Motion was made by Nelson/Tauscheck to approve Ordinance No. 22. Upon the call of the roll, all voted aye. Motion carried.

- B. Ordinance No. 23 An Ordinance Amending Section 13-1-192(d) and Repealing Section 13-1-193 of the City of Plymouth, Wisconsin Zoning **Code Regarding Voting on Zoning Code Amendments** – Mayor Pohlman opened the public hearing at 7:04 PM. City Administrator / Utilities Manager Blakeslee explained that in 2023 Wis. Act 16, the state legislature created Wis. Stat. 66.10015(3)(a) effective January 1, 2025, which provides that the enactment of a zoning amendment shall be approved by a simple majority of a quorum of the members-elect of the governing body, except in the case of a "down zoning ordinance," as defined in Wis. Stat., or when an airport protest petition is filed pursuant to Wis. Stat. 62.23(7)(d)2m. To provide for consistency between the newly created Wis. Stat. 66. 10015 and the City Zoning Code, the Common Council must remove the now-prohibited supermajority requirements for proposed zoning amendments from the Zoning Code. There being no public comment the Mayor called the public hearing closed at 7:06 PM. Motion was made by Binder/Herrmann to approve Ordinance No. 23. Upon the call of the roll, all voted ave. Motion carried.
- C. Ordinance No. 24 An Ordinance Amending Section 13-1-104 and Repealing Section 13-1-105 of the City of Plymouth, Wisconsin Zoning Code Regarding Political Message Signs – Mayor Pohlman called the public hearing at 7:07 PM. City Administrator / Utilities Manager Blakeslee explained that the United States Supreme Court unanimously invalidated a sign ordinance that regulated the content of certain political signs as a violation of First Amendment free speech in Reed v. Town of Gilbert. As a result of the Reed decision, the City of Plymouth must update its zoning code. Although the State of Wisconsin has not repealed Wis. Stat. 12.04, which governs political message communication at the state level, the statute's validity is now uncertain. There being no public comment the Mayor called the public hearing closed at 7:09PM. Motion was made by Tauscheck/Matzdorf to approve Ordinance No. 24. Upon the call of the roll, Penkwitz, Binder, Matzdorf, Herrmann, Nelson, and Tauscheck voted aye; Gilson voted no. Motion carried.

#### 7. Ordinance:

A. No. 25 An Ordinance Creating Section 12-1-10 of the General Code of Ordinances of the City of Plymouth, Wisconsin Related to Nutt Ski Hill Park – City Administrator / Utilities Manager Blakeslee explained that at the meeting on November 12 the City entered into an Exclusive License Agreement with Cheese Capital Winter Park, Inc. to provide winter recreational activities at Nutt Ski Hill. Given the unique nature of the agreement this ordinance creates Section 12-1-10 of the City Code. This new section specifies that in cases of inconsistencies between Chapter 12 of the City Code and the license agreement, the license agreement will take precedence. Motion was made by Penkwitz/Tauscheck to approve Ordinance No. 25. Herrman asked for clarification of the license agreement taking precedence over ordinance. Attorney Fieber stated that's only in the event of an inconsistency. For example, there's specific sign regulations in city parks, but in the license agreement it states the nonprofit group can have the ability to put up signage and sponsorships. The City has regulation about the shelter rentals and in the license agreement it says the nonprofit group will be able to control the shelter rentals. The code that's proposed for creation clarifies that if there's an inconsistency that their license agreement is what the City will look at. Upon the call of the roll, Gilson, Nelson, Tauscheck, Matzdorf, Binder, and Penkwitz voted aye; Herrmann voted no. Motion carried.

#### 8. **Resolution**:

A. No. 12 Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonding – City Administrator / Utilities Manager Blakeslee explained that part of the 2025 Capital Improvement Plan, the City plans to issue debt for the Mill Pond Dam, Collins Street Reconstruction, and Electric Storage Building. Since the bonds will not be issued before these projects commence, the City must provide interim financing using fund balance to cover costs incurred prior to receiving bond proceeds. Motion was made by Matzdorf/Tauscheck to approve Resolution 12. Upon the call of the roll, all voted aye. Motion carried.

#### 9. New Business:

- A. Discussion and Possible Action of Agreement with Ehlers Regarding TID #8 Services – City Administrator / Utilities Manager Blakeslee explained that at the Committee of the Whole, a presentation highlighted the exciting and upcoming improvements to the Laack Block. As part of these potential improvements, staff proposes investigating the feasibility of implementing a Tax Increment District (TID) to capture future tax increment generated by the Laack Project. Motion was made by Tauscheck/Herrmann to approve the agreement with Ehlers regarding TID #8 services. Upon the call of the roll, all voted aye. Motion carried.
- B. Discussion and Possible Action to Approve Bid from Neuman Pools in the amount of \$229,283 for Pool Floor Rehab Director of Public Works / City Engineer Austin explained as part of the 2025 Capital Improvement Plan that was approved on November 12, 2024 dollars were allocated for the Public Works Department to replaster the existing 20+ year old pool floor at the Aquatic Center. Motion was made by Nelson/Tauscheck to approve the bid from Neuman Pools, Inc for the replastering the pool floor in the amount of \$229,283. Upon the call of the roll, all voted aye. Motion carried.
- C. Discussion and Possible Action to Approve Proposal from Haucke Plumbing in the amount of \$44,500 for the Pool Heater Replacement – Director of Public Works / City Engineer Austin explained that another 2025 Capital Improvement Plan that was approved dollars were allocated to replace the existing 20+ year old heaters at the Aquatic Center. Motion was made by Penkwitz/Binder

- D. Discussion and Possible Action to Approve the Purchase of Asphalt Roadsaver Trailer from Sherwin Industries, Inc. in the amount of \$50,720- Director of Public Works / City Engineer Austin explained that part of the 2025 Capital Improvement Plan dollars were allocated for the Public Works Department to purchase an Asphalt Roadsaver Trailer. This allow DPW to keep the asphalt and the asphalt tack hot while crews work. A motion was made by Nelson/Tauscheck to approve the purchase of the Asphalt Roadsaver Trailer from Sherwin Industries, Inc. in the amount of \$50,720. Upon the call of the roll, all vote aye. Motion carried.
- E. Discussion and Possible Action on Agreement with Kapur Engineering for Design and Engineering for 2025 Street Project – Director of Public Works / City Engineer Austin explained that the 2025 Budget identified Collins St. will be the 2025 Street/Utility Project. The project will include new curb and gutter, water main, sanitary sewer storm sewer and asphalt pavement. Motion was made by Tauscheck/Matzdorf to approve Kapur and Associates do the engineering service in the amount of \$98,910 with funding coming from the Capital Funds. Upon the call of the roll, all voted aye. Motion carried.
- F. Discussion and Possible Action to Approve the Purchase of a Street Sweeper from Serwe Implement LLC in the amount of \$318,976– Director of Public Works / City Engineer Austin explained that part of the 2025 budget dollars were allocated for the Public Works Department to purchase a Street Sweeper. Serwe Implement, LLC gave the City the highest trade in value making it the cheapest option. Motion was made by Herrmann/Tauscheck to approve the purchase of the street sweeper from Serwe Implement, LLC in the amount of \$318,976. Upon the call of the roll, all voted aye. Motion carried.
- G. Discussion and Possible Action to Approve the Purchase of a Lawn Mower with Snowblower Attachment from Lochen Equipment in the amount of \$39,274.04– Director of Public Works / City Engineer Austin explained that part of the 2025 budget dollars were allocated for the Public Works Department to replace an existing lawnmower for the Parks. Motion was made by Binder/Penkwitz to approve the purchase of the lawn mower with snowblower attachments from Lochen Equipment in the amount of \$39,274. Upon the call of the roll, all vote aye. Motion carried.
- **10.** Entertain a Motion to go into Closed Session for the following: Motion was made by Nelson/Tauscheck to go into closed session. Upon the call of the roll, all voted aye. Motion carried.

Pursuant to Wis. Stat (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 require a closed session – LAG Family LLC

#### AND

Pursuant to Wis. Stat. 19.85 (1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding Resolution 13 Establishing the 2025

Compensation for Non-Union Employees and regarding City Administrator Annual Performance Evaluation

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 –Employment Claim

- **11.** Entertain a motion to go into open session: Motion was made by Tauscheck/Herrmann to go into open session. Upon the call of the roll, all voted aye. Motion carried.
- 12. Discussion and possible action on Closed Session item/s: Motion was made by Nelson/Tauscheck to approve Resolution No. 13 2025 Compensation for non-union employees. Upon the call of the roll, all voted aye. Motion carried. Motion was made by Tauscheck/Matzdorf to approve \$7,350 to be paid to Ms. Craine. Upon the call of the roll, all voted aye. Motion carried.
- **13.** Adjourn to 7:00 PM on Tuesday, December 10, 2024: Motion was made by Binder/Herrmann to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "0100100001000"-"2200567002200","2400111000000"-"8000232000000"

	BORDER STATES ELECTRIC SU	929309984	SUB 5 RECLOSERS	10/28/2024	130,058.84	130,058.84	11/22/2024
	BORDER STATES ELECTRIC SU	929309997	50FT 12 COND QD EXT CAP CB	10/28/2024	3,775.23	3,775.23	11/08/2024
	BORDER STATES ELECTRIC SU BORDER STATES ELECTRIC SU	929326110 929326110	ARRESTER, CLASS 9/10KV - VA SHIPPING	10/30/2024	2,485.40	2,485.40	11/22/2024 11/22/2024
10325	BORDER STATES ELECTRIC SU	929320110	SHIPPING	10/30/2024	97.45	97.45	11/22/2024
To	otal 10325:				136,416.92	136,416.92	
10423		0400004 IN		44/07/0004	400.07	400.07	44/00/0004
10423	C&M HYDRAULIC TOOL SUPPL	0180981-IN	TOOL REPAIR	11/07/2024	196.67	196.67	11/22/2024
To	otal 10423:				196.67	196.67	
10615		40044400		44/05/0004	070 50	070 50	44/00/0004
	LAKESIDE INTERNATIONAL TR	4094419P		11/05/2024	272.50	272.50	11/22/2024
	LAKESIDE INTERNATIONAL TR LAKESIDE INTERNATIONAL TR	4094426P 4094573P	GARAGE LARGE EQUIPMENT R GARAGE LARGE EQUIPMENT R	11/05/2024 11/12/2024	468.47 237.68	468.47 237.68	11/14/2024 11/22/2024
Tc	otal 10615:				978.65	978.65	
10875							
	KEMIRA WATER SOLUTIONS IN	9017862782	CHEMICALS - WWTP	11/05/2024	10,316.10	10,316.10	11/22/2024
Tc	otal 10875:				10,316.10	10,316.10	
11040							
11040	FELDMANN SALES & SERVICE I	39643	TOOL MAINTANENCE	09/06/2024	15.48	15.48	11/08/2024
11040	FELDMANN SALES & SERVICE I	40619	EVERGREEN GOLF COURSE E	10/22/2024	146.85	146.85	11/14/2024
11040	FELDMANN SALES & SERVICE I	40934	PARKS EQUIPMENT REPAIR &	11/04/2024	30.47	30.47	11/14/2024
Tc	otal 11040:				192.80	192.80	
11155		10.1.10			4 050 05	4 959 95	
11155	GRITTS AUTO SERVICE	43410	FLEET VEHICLE SERVICE	11/04/2024	1,253.25	1,253.25	11/14/2024
То	otal 11155:				1,253.25	1,253.25	
<b>11560</b> 11560	KW ELECTRIC INC	242201	TENNIS COURTS LIGHTING UP	11/07/2024	15,196.00	15,196.00	11/22/2024
Tc	otal 11560:				15,196.00	15,196.00	
11615		10734		11/04/2024	100.00	100.00	11/08/2024
	LENGLING PROPERTY MANAG	10734 10734	LAWN SERVICE LAWN SERVICE	11/04/2024	190.00	190.00 280.00	11/08/2024
	LENGLING PROPERTY MANAG	10734 10734		11/04/2024	280.00	280.00	11/08/2024
	LENGLING PROPERTY MANAG	10734 10734		11/04/2024	290.00	290.00 870.00	11/08/2024
		10734		11/04/2024	870.00	870.00	11/08/2024
11015	LENGLING PROPERTY MANAG LENGLING PROPERTY MANAG	10734 10734	LAWN SERVICE LAWN SERVICE	11/04/2024 11/04/2024	175.00 295.00	175.00 295.00	11/08/2024 11/08/2024

CITY OF PLYMOUTH

# Payment Approval Report - Council Voucher Report City & Utility

Report dates: 11/1/2024-11/30/2024

Page: 2 Dec 03, 2024 08:27AM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
615:				2,165.00	2,165.00	
TELLE WATER TREATMEN	28144	WALCHEM PUMP	10/30/2024	4,957.50	4,957.50	11/14/2024
687:				4,957.50	4,957.50	
BURKART FORD INC	400042	FLEET	10/01/2024	55.45	55.45	11/14/2024
BURKART FORD INC	400093	FLEET VEHICLE MAINTANANCE	10/02/2024	64.32	64.32	11/22/2024
BURKART FORD INC	400122	FLEET VEHICLE MAINTANANCE	10/03/2024	64.32		11/14/2024
BURKART FORD INC	400225	FLEET VEHICLE MAINTANANCE	10/09/2024	64.32	64.32	11/14/2024
BURKART FORD INC	400252	FLEET VEHICLE MAINTANANCE	10/11/2024	826.47	826.47	11/14/2024
BURKART FORD INC	400340	FLEET VEHICLE MAINTANANCE	10/15/2024	55.45	55.45	11/14/2024
BURKART FORD INC BURKART FORD INC	400444		10/25/2024	1,273.07	1,273.07	11/14/2024 11/14/2024
BURKART FORD INC	400523 400534	VEHICLE MAINTENANCE - POLI FLEET VEHICLE MAINTANANCE	10/25/2024 10/25/2024	55.45 64.32	55.45 64.32	11/14/2024
815:				2,523.17	2,523.17	
ER & BOELDT INC	91076	GARAGE SMALL EQUIPMENT R	10/22/2024	274.55	274.55	11/14/2024
ER & BOELDT INC	WG001902	TREE CONTROL EQUIPMENT R	10/02/2024	720.00	720.00	11/14/2024
335:				994.55	994.55	
IRIAN FINANCIAL GROUP I	Dec 2024 Stmn	EE CONTRIBUTION-UTILITIES	11/13/2024	413.22	413.22	11/14/2024
JRIAN FINANCIAL GROUP I	Dec 2024 Stmn	BASIC PREMIUM-UTILITIES	11/13/2024	333.27	333.27	11/14/2024
JRIAN FINANCIAL GROUP I	Dec 2024 Stmn	ER CONTRIBUTION-UTILITIES	11/13/2024	66.65	66.65	11/14/2024
JRIAN FINANCIAL GROUP I	Dec 2024 Stmn	EE CONTRIBUTION-CITY	11/13/2024	568.70	568.70	11/14/2024
JRIAN FINANCIAL GROUP I	Dec 2024 Stmn	BASIC PREMIUM-CITY	11/13/2024	367.21	367.21	11/14/2024
JRIAN FINANCIAL GROUP I	Dec 2024 Stmn	ER CONTRIBUTION-CITY	11/13/2024	73.44	73.44	11/14/2024
375:				1,822.49	1,822.49	
V COMMUNICATIONS	70911	CAMERA SWITCH REPLACE - LI	11/18/2024	120.00	120.00	11/22/2024
085:				120.00	120.00	
OUTH CHAMBER OF COM	3rd Quarter 20	3RD QUARTER - ROOM TAX 202	11/21/2024	21,250.00	21,250.00	11/22/2024
		ADDITIONAL CHAMBER INCENT	11/21/2024	30,000.00	30,000.00	11/22/2024
195:				51,250.00	51,250.00	
LY WIGGLY	10-23-2024 MI	ELECTION BEVERAGES	10/23/2024	59.82	59.82	11/14/2024
LY WIGGLY	11-11-2024 A	CHAINSAW TRAINING	11/14/2024	62.96	62.96	11/22/2024
LY WIGGLY	11-11-2024 B	CHAINSAW TRAINING	11/14/2024	33.05	33.05	11/22/2024
230:				155.83	155.83	
IOUTH UTILITIES	STMT110724	PUBLIC BENEFITS	11/07/2024	2 224 20	2 224 20	11/08/2024
IOUTH UTILITIES						11/14/2024
ЮИТН					UTILITIES STMT110724 PUBLIC BENEFITS 11/07/2024 2,224.30	UTILITIES STMT110724 PUBLIC BENEFITS 11/07/2024 2,224.30 2,224.30

Date Paid	Amount Paid	Net Invoice Amount	Invoice Date	Description	Invoice Number	Vendor Name	/endor
11/22/2024	1,901.98	1,901.98	11/21/2024	PUBLIC BENEFITS	STMT112124	PLYMOUTH UTILITIES	12255
	7,041.68	7,041.68				otal 12255:	Т
							2335
11/22/2024	2,946.27	2,946.27	11/13/2024	DIESEL INVENTORY	6945550	QUALITY STATE OIL CO	12335
11/22/2024	3,487.20	3,487.20	11/13/2024	GAS PREPAID INVENTORY	6945580	QUALITY STATE OIL CO	12335
11/22/2024	115.20	115.20	11/13/2024	GARAGE GAS & OIL	897554	QUALITY STATE OIL CO	12335
	6,548.67	6,548.67				otal 12335:	Т
							2400
11/14/2024	538.57	538.57	10/08/2024	GUY GRIP DEADEND	3050323	RESCO INC	12400
11/14/2024	377.71	377.71	10/08/2024	SINGLE EYENUT	3050323	RESCO INC	12400
11/14/2024	358.24	358.24	10/08/2024	BLOCK, TRANSFORMER 6 HOL	3050323	RESCO INC	12400
11/14/2024	125.80	125.80	10/08/2024	WHITE TAPE	3050323	RESCO INC	12400
11/14/2024	2.61-	2.61-	10/08/2024	DISCOUNT	3050323	RESCO INC	12400
11/08/2024	9,382.75	9,382.75	10/30/2024	CROSSARM, 8 FT BRACELESS	3052766	RESCO INC	12400
11/08/2024	,	4.69-	10/30/2024	DISCOUNT	3052766	RESCO INC	
11/14/2024		70,589.98	10/30/2024	WIRE, URD PRI 1/0 SOL 260MIL	3052818	RESCO INC	
11/14/2024		35.29-	10/30/2024	DISCOUNT	3052818	RESCO INC	
11/22/2024		3.98-	11/05/2024	DISCOUNT	3053422		12400
11/22/2024		7,957.04	11/05/2024	PEDESTAL, SGL PH PRI JUNCT	3053422	RESCO INC	
11/22/2024	,	21.47	11/05/2024	GROUND MOLDING	3053423	RESCO INC	
11/22/2024		.01-	11/05/2024	DISCOUNT	3053423	RESCO INC	
11/22/2024		4.02-	11/12/2024	DISCOUNT	3054220	RESCO INC	
11/22/2024					3054220		12400
		4,195.78	11/12/2024	ARRESTER, ELBOW 9/10KV MO			
11/22/2024		2,014.97	11/12/2024	TERMINATOR, ELBOW 1/0 SOL	3054220		12400
11/22/2024	1,831.60	1,831.60	11/12/2024	ARRESTER, PARKING STAND 1	3054220	RESCO INC	12400
	97,343.31	97,343.31				otal 12400:	Т
							2575
11/22/2024	524.77	524.77	10/31/2024	STREET SIGNS & MARKINGS C	135611	SHEBOYGAN COUNTY HIGHWA	12575
11/22/2024 11/22/2024	268.83 55.09	268.83 55.09	10/31/2024 10/31/2024	STREET REPAIR MATERIALS EVERGREEN GOLF COURSE M		SHEBOYGAN COUNTY HIGHWA SHEBOYGAN COUNTY HIGHWA	
11/22/2024			10/0 1/2024		100011		12070
	848.69	848.69				otal 12575:	Τ¢
11/14/2024	1,261.45	1,261.45	11/13/2024	ENVELOPES	STMT111324	US POSTAL SERVICE	<b>2695</b> 12695
	1,261.45	1,261.45				otal 12695:	Т
							2696
11/08/2024	30.21	30.21	11/01/2024	AUTOPAY SERVICE	20714	STOP PROCESSING CENTER	
	30.21	30.21				otal 12696:	Т
							2750
11/14/2024 11/22/2024		96.84 159.74	11/08/2024 11/14/2024	GARAGE OPERATIONAL SUPPL GARAGE OPERATIONAL SUPPL	404113 404536	SUPERIOR CHEMICAL LLC SUPERIOR CHEMICAL LLC	
	256.58	256.58				otal 12750:	To
							2882
11/14/2024	159 96	159.96	11/01/2024	PHONE LINES - UTILITIES	160218701110	SPECTRUM	12882

UTY OI	F PLYMOUTH	Payment A	Approval Report - Council Voucher R Report dates: 11/1/2024-11/30/2		lity	Dec	Pag 03, 2024_08:
/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
12882	SPECTRUM	160218701110	PHONE - POLICE	11/01/2024	39.99	39.99	11/14/2024
12882	SPECTRUM	160218701110	PHONE - EVERGREEN GOLF	11/01/2024	39.99	39.99	11/14/2024
12882	SPECTRUM	160218701110	PHONE LINES - CITY	11/01/2024	119.97	119.97	11/14/2024
12882	SPECTRUM	160218701110	INTERNET	11/01/2024	819.00	819.00	11/14/2024
12882	SPECTRUM	160218701110	PRI - UTILITIES	11/01/2024	275.95	275.95	11/14/2024
12882	SPECTRUM	160218701110	PRI - CITY	11/01/2024	135.91	135.91	11/14/2024
Т	otal 12882:				1,630.76	1,630.76	
<b>3030</b> 13030	BAKER TILLY US LLP	BT2972726	TIF 5 CONTRACT ACCTG/AUDIT	10/31/2024	3,944.00	3,944.00	11/22/2024
Ŧ	atal 12020.				·		
	otal 13030:				3,944.00	3,944.00	
<b>3170</b> 13170	WISCONSIN NEWSPRESS	STMT 10-31-20	SUB STATION	10/31/2024	142.50	142.50	11/14/2024
13170			WISCONSIN NEWSPRESS - GF-	10/31/2024	386.89	386.89	11/14/2024
13170	WISCONSIN NEWSPRESS		COFFEE WITH COUNCIL	09/30/2024	68.00	68.00	11/14/2024
13170			WISCONSIN NEWSPRESS - GF-	09/30/2024	315.94	315.94	11/14/2024
Т	otal 13170:				913.33	913.33	
3221							
13221	WEX BANK	100956233	FLEET FUELING	11/15/2024	3,560.44	3,560.44	11/22/2024
13221	WEX BANK	100956233	FLEET FUELING	11/15/2024	465.14	465.14	11/22/2024
	WEX BANK	100956233	FLEET FUELING	11/15/2024	475.17	475.17	11/22/2024
Т	otal 13221:				4,500.75	4,500.75	
0017		0.40.470		11/00/0001	050.00	050.00	44/44/0004
30017	APWA	849472	APWA RENEWAL	11/06/2024	253.00	253.00	11/14/2024
Т	otal 30017:				253.00	253.00	
0028		0000050405		10/04/0004	047.47	047.47	44/00/0004
	BAKER & TAYLOR LLC	2038653405	BOOKS - LIBRARY	10/24/2024	317.47		11/08/2024
	BAKER & TAYLOR LLC	2038653405	DONATION BOOKS RESTRICTE	10/24/2024	41.78		11/08/2024
	BAKER & TAYLOR LLC	2038653405	SHIPPING - LIBRARY	10/24/2024	10.78	10.78	11/08/2024
	BAKER & TAYLOR LLC	2038656738	BOOKS - LIBRARY	10/25/2024	101.58	101.58	11/08/2024
	BAKER & TAYLOR LLC	2038656738	SHIPPING - LIBRARY	10/25/2024	3.05		11/08/2024
	BAKER & TAYLOR LLC	2038665713	BOOKS - LIBRARY	10/29/2024	280.55		11/14/2024
	BAKER & TAYLOR LLC	2038665713	DONATION BOOKS RESTRICTE	10/29/2024	14.24		11/14/2024
	BAKER & TAYLOR LLC	2038665713	SHIPPING - LIBRARY	10/29/2024	8.84		11/14/2024
	BAKER & TAYLOR LLC	2038679694	BOOKS - LIBRARY	11/05/2024	372.20	372.20	11/22/2024
	BAKER & TAYLOR LLC	2038679694	DONATION BOOKS RESTRICTE	11/05/2024	64.74		11/22/2024
30028	BAKER & TAYLOR LLC	2038679694	SHIPPING - LIBRARY	11/05/2024	13.11	13.11	11/22/2024
Т	otal 30028:				1,228.34	1,228.34	
0055							
30055	CEDAR CREEK SURVEYING LL	2023120E-F	SUBSTATION 5	10/31/2024	4,309.85	4,309.85	11/08/2024
Т	otal 30055:				4,309.85	4,309.85	
0073							
	COMPLETE OFFICE OF WI	818557		11/18/2024	90.78		11/22/2024
	COMPLETE OFFICE OF WI	818607	OFFICE SUPPLIES - LIBRARY	11/18/2024	49.30		11/22/2024
	COMPLETE OFFICE OF WI	AR71677	COPY MACHINE CLERK OFFICE	11/15/2024	303.62	202.00	11/22/2024

	PLYMOUTH	r ayment r	Approval Report - Council Voucher Re Report dates: 11/1/2024-11/30/20		···· <i>y</i>	Dec	Pag 03, 2024_08:
/endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	COMPLETE OFFICE OF WI COMPLETE OFFICE OF WI	AR71679 AR71680	COPY MACHINE - LIBRARY COPY MACHINE - LIBRARY	11/15/2024 11/15/2024	32.20 68.11	32.20 68.11	11/22/2024 11/22/2024
То	otal 30073:				544.01	544.01	
<b>0084</b> 30084 30084	DELTA DENTAL OF WISCONSIN DELTA DENTAL OF WISCONSIN	000002243472 000002243472	DENTAL - CITY DENTAL - UTILITIES	11/21/2024 11/21/2024	959.34 599.80	959.34 599.80	11/22/2024 11/22/2024
То	otal 30084:				1,559.14	1,559.14	
<b>0086</b> 30086	DEMCO INC	7560333	MATERIALS SUPPLIES - LIBRAR	10/30/2024	270.67	270.67	11/08/2024
То	otal 30086:				270.67	270.67	
	DINGES FIRE COMPANY DINGES FIRE COMPANY	61096 61096	HOSES - CITY HOSES - TOWN	11/05/2024 11/05/2024	296.15 148.07	296.15 148.07	11/14/2024 11/14/2024
То	otal 30098:				444.22	444.22	
<b>0104</b> 30104	DOUGLAS GENKES OVERHEAD	46706	GARAGE BUILDING MAINTENA	10/28/2024	310.00	310.00	11/08/2024
То	otal 30104:				310.00	310.00	
<b>0119</b> 30119	ENVIROTECH EQUIPMENT	24-0024537	GARAGE LARGE EQUIPMENT R	11/13/2024	329.90	329.90	11/22/2024
То	otal 30119:				329.90	329.90	
	GALE/CENGAGE LEARNING GALE/CENGAGE LEARNING	85933804 85938902	BOOKS - LIBRARY BOOKS - LIBRARY	11/06/2024 11/07/2024	32.79 32.79	32.79 32.79	11/14/2024 11/22/2024
Тс	otal 30135:				65.58	65.58	
<b>0140</b> 30140	GERBER LEISURE PRODUCTS I	11262	STREET SIGNS & MARKINGS M	11/13/2024	90.00	90.00	11/22/2024
То	otal 30140:				90.00	90.00	
<b>)150</b> 30150	GREAT AMERICA FINANCIAL SE	37801422	COPY MACHINE - LIBRARY	11/04/2024	173.30	173.30	11/08/2024
То	otal 30150:				173.30	173.30	
<b>165</b> 0165	HOSPITAL SISTERS HEALTH SY	STMT 11-3-202	BLOOD DRAW	11/14/2024	46.50	46.50	11/22/2024
То	otal 30165:				46.50	46.50	
<b>)193</b> 30193	KWIK TRIP INC	STMT 11-2-202	GAS & OIL - POLICE	11/14/2024	70.00	70.00	11/22/2024
Тс	otal 30193:				70.00	70.00	

'endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>0216</b> 30216	MARCO	37782867	PRINTER CONTRACT	10/31/2024	152.90	152.90	11/22/2024
_							
Т	otal 30216:				152.90	152.90	
0227		00070		40/04/0004	00.05	00.05	44/00/0004
30227 30227	MENARDS MENARDS	93978 94484	VEHILCE MAINTAINENCE EVERGREEN GOLF COURSE IM	10/31/2024 11/10/2024	80.65 21.97-	80.65 21.97-	11/22/2024 11/22/2024
30227	MENARDS	94519	BUILD MAINT - LIBRARY	11/11/2024	42.93	42.93	11/22/2024
0227	MENARDS	94679	AQUATIC CENTER REPAIR & M	11/14/2024	38.99	38.99	11/22/2024
Т	otal 30227:				140.60	140.60	
0238		446202		11/08/2024	4 424 24	1 404 04	11/11/2024
30238	MONARCH LIBRARY SYSTEM	416392	COMPUTERS AND EQUIPMENT	11/08/2024	1,434.34	1,434.34	11/14/2024
T	otal 30238:				1,434.34	1,434.34	
247							
30247	NAPA AUTO PARTS OF SHEBOY	33068	GARAGE GAS/OIL	11/06/2024	161.94	161.94	11/22/2024
0247	NAPA AUTO PARTS OF SHEBOY	33200	GARAGE SMALL EQUIPMENT R	11/08/2024	33.99	33.99	11/22/2024
0247	NAPA AUTO PARTS OF SHEBOY		GARAGE SMALL EQUIPMENT R	06/06/2066	306.64	306.64	11/22/2024
)247	NAPA AUTO PARTS OF SHEBOY	33435	GARAGE LARGE EQUIPMENT R	11/12/2024	93.36	93.36	11/22/2024
0247	NAPA AUTO PARTS OF SHEBOY	33600	GARAGE SMALL EQUIPMENT R	11/14/2024	44.96	44.96	11/22/2024
0247	NAPA AUTO PARTS OF SHEBOY	33637	GARAGE SMALL EQUIPMENT R	11/14/2024	110.00-	110.00-	11/22/2024
	NAPA AUTO PARTS OF SHEBOY	33687	GARAGE LARGE EQUIPMENT R	11/15/2024	19.88	19.88	11/22/2024
0247	NAPA AUTO PARTS OF SHEBOY	33692	GARAGE SMALL EQUIPMENT R	11/15/2024	15.98-	15.98-	11/22/2024
Т	otal 30247:				534.79	534.79	
<b>)276</b>	PITNEY BOWES GLOBAL FINAN	3319937909	LEASE FOR POSTAGE METER	11/11/2024	165.33	165.33	11/14/2024
		0010001000		11/11/2024			11/14/2024
T	otal 30276:				165.33	165.33	
<b>)277</b>		Ostabor 2024	OCTOBER PAYMENT	11/01/0004	16 246 66	16 246 66	11/00/0001
0277	PLYMOUTH COMMUNITY TELE	October 2024	OCTOBER PATMENT	11/21/2024	16,316.66	16,316.66	11/22/2024
T	otal 30277:				16,316.66	16,316.66	
0280		10.10					
	PLYMOUTH INTERGENERATIO PLYMOUTH INTERGENERATIO	4340 4347	GENERATIONS CONTRACT ELECTION FOOD	11/01/2024 11/05/2024	34,900.00 867.00	34,900.00 867.00	11/22/2024 11/22/2024
Т	otal 30280:				35,767.00	35,767.00	
<b>0299</b> 30299	RAY OHERRON CO INC	3210916	АММО	10/31/2024	210.50	210.50	11/08/2024
Т	otal 30299:				210.50	210.50	
)335							
80335	SHEBOYGAN COUNTY TREASU	COUNTY STM	MONTHLY COURT DISBURSEM	10/31/2024	560.00	560.00	11/08/2024
Т	otal 30335:				560.00	560.00	
350							
	STATE OF WI COURT FINES & S	OTATE OTATA		10/31/2024	2,057.99	0 057 00	11/08/2024

CITY OF	F PLYMOUTH	Payment <i>i</i>	Approval Report - Council Voucher R Report dates: 11/1/2024-11/30/2		lity	Dec	Page: 7 03, 2024 08:27AM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
T	otal 30350:				2,057.99	2,057.99	
	SUPERIOR VISION INSURANCE SUPERIOR VISION INSURANCE	0000859764 0000859764	VISION - CITY VISION - UTILITIES	11/12/2024 11/12/2024	212.86 134.99	212.86 134.99	11/14/2024 11/14/2024
Т	otal 30355:				347.85	347.85	
30403	WAUKESHA COUNTY TECHNIC WAUKESHA COUNTY TECHNIC WAUKESHA COUNTY TECHNIC	S0844300 S0844378 S0844378	EDUCATION - POLICE EDUCATION - FIRE EDUCATION - FIRE	10/30/2024 10/30/2024 10/30/2024	305.10 103.00 51.50	305.10 103.00 51.50	11/14/2024 11/14/2024 11/14/2024
Т	otal 30403:				459.60	459.60	
<b>30423</b> 30423	WISCONSIN DEPARTMENT OF	STMT 10-2024	CIB WORCS	10/31/2024	7.00	7.00	11/14/2024
Т	otal 30423:				7.00	7.00	
30434 30434 30434 30434 30434 30434 30434 <b>30435</b> 30452 30452 30452 Tr <b>30456</b>	WISCONSIN PUBLIC SERVICE WISCONSIN PUBLIC SERVICE WISCONSIN PUBLIC SERVICE WISCONSIN PUBLIC SERVICE WISCONSIN PUBLIC SERVICE otal 30434: YOUR FLEETCARD PROGRAM YOUR FLEETCARD PROGRAM YOUR FLEETCARD PROGRAM	STMT 11-6-202	UTILITIES CITY HALL UTILITIES GARAGE UTILITIES GOLF UTILITIES LIBRARY UTILITIES POOL UTILITIES SKI HILL UTILITIES YOUTH CENTER GAS & OIL - FIRE CITY GAS & OIL - FIRE TOWN	10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 11/06/2024 11/06/2024	254.06 31.41 16.77 86.84 30.58 17.33 29.37 466.36 300.49 193.05 493.54	254.06 31.41 16.77 86.84 30.58 17.33 29.37 466.36 300.49 193.05 493.54	11/14/2024 11/14/2024 11/14/2024 11/14/2024 11/14/2024 11/14/2024 11/14/2024 11/22/2024 11/22/2024
30456	ZR LLC ZR LLC otal 30456:	752 753	WATERMAIN ROAD REPAIRS REPAIR SIDEWALK	11/04/2024 11/04/2024	14,300.00 1,000.00 15,300.00	14,300.00 1,000.00 15,300.00	11/22/2024 11/14/2024
	ARCHIVESOCIAL	322454	ARCHIVE SOCIAL SUBSCRIPTI	11/13/2024	4,397.40		11/14/2024
	otal 50009:				4,397.40	4,397.40	
<b>50014</b> 50014	AYRES ASSOCIATES	219086	DAM - REPLACEMENT ENGINE	11/19/2024	1,700.67	1,700.67	11/22/2024
T	otal 50014:				1,700.67	1,700.67	
<b>50054</b> 50054	GARY KRAMER	STMT111324	REFUND OVERPAYMENT	11/13/2024	2,160.22	2,160.22	11/22/2024

CITY OF PLYMOUTH

#### Payment Approval Report - Council Voucher Report City & Utility Report dates: 11/1/2024-11/30/2024

Page: 8 Dec 03, 2024 08:27AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Т	otal 50054:				2,160.22	2,160.22	
50106							
50106	MIDWEST TAPE LLC	506242222	AV - LIBRARY	10/28/2024	37.48	37.48	11/08/2024
50106	MIDWEST TAPE LLC	506273301	DIGITAL CONTENT - LIBRARY	11/01/2024	1,032.06	1,032.06	11/08/2024
50106 50106	MIDWEST TAPE LLC MIDWEST TAPE LLC	506282832 506320925	AV - LIBRARY AV - LIBRARY	11/04/2024 11/11/2024	74.97 75.72	74.97 75.72	11/22/2024 11/22/2024
		300320923		11/11/2024			11/22/2024
	otal 50106:				1,220.23	1,220.23	
<b>91507</b> 91507	HAROLDS LANDSCAPING	17783	TOPSOIL	11/11/2024	27.00	27.00	11/22/2024
Т	otal 91507:				27.00	27.00	
91542	BELL LUMBER & POLE CO	INV-035564	45' POLE - CLASS 3 NRP	11/06/2024	26,100.00	26,100.00	11/22/2024
	otal 91542:	HNV-000004		11/00/2024	26,100.00	26,100.00	11/22/2024
	Jiai 91542.				26,100.00		
<b>91561</b> 91561	PACE ANALYTICAL SERVICES I	2440153817	LANDFILL	11/09/2024	619.00	619.00	11/22/2024
Т	otal 91561:				619.00	619.00	
91886		OT 1 14 04 00		11/01/0001	4 005 00	4 005 00	44/00/0004
	PLYMOUTH JOINT SCHOOL DIS	STMT 11-21-20	MOBILE HOME FEES	11/21/2024	1,935.82	1,935.82	11/22/2024
Т	otal 91886:				1,935.82	1,935.82	
<b>92133</b> 92133	ENDURACLEAN INC	16434	TOILET PAPER	11/05/2024	75.08	75.08	11/08/2024
92133	ENDURACLEAN INC	16434	CENTER PULL TOWEL	11/05/2024	368.20	368.20	11/08/2024
92133	ENDURACLEAN INC	16434	KLEENEX	11/05/2024	84.20	84.20	11/08/2024
92133	ENDURACLEAN INC	16435	BUILDING MAINTENANCE - LIB	11/05/2024	93.62	93.62	11/14/2024
Т	otal 92133:				621.10	621.10	
<b>92148</b> 92148	ANSER	6509-110424	ANSWERING SERVICE	11/04/2024	754.65	754.65	11/08/2024
Т	otal 92148:				754.65	754.65	
92174							
	AIRGAS USA LLC	5511684271	BOTTLED GAS CYLINDER RENT	10/31/2024	70.68	70.68	11/14/2024
	AIRGAS USA LLC	5511684271	BOTTLED GAS CYLINDER RENT	10/31/2024	71.97		11/14/2024
	AIRGAS USA LLC AIRGAS USA LLC	9155381066 9155422885	WELDER SUPPLIES BOTTLED GAS CYLINDER RENT	11/05/2024 11/06/2024	372.93 143.24	372.93 143.24	11/22/2024 11/22/2024
т	otal 92174:				658.82	658.82	
92444							
92444 92444	MASTERS GALLERY MASTERS GALLERY	2024 July-Sept 2024 July-Sept	CENTER FOR HEALTH & WELL CENTER FOR HEALTH & WELL	10/21/2024 10/21/2024	1,778.26 1,234.90	1,778.26 1,234.90	11/14/2024 11/14/2024

			Report dates: 11/1/2024-11/30/2	024		Dec	03, 2024 08
'endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2475							
	J F AHERN CO	687834	THERMOSTAT REPLACEMENT -	10/22/2024	906.62	906.62	11/08/2024
	J F AHERN CO	691056	BLDG MAINT-UTILITY BLDG	11/05/2024	1,265.40	1,265.40	11/08/2024
92475	J F AHERN CO	692366	BLDG MAINT-UTILITY BLDG	11/11/2024	1,791.75	1,791.75	11/22/2024
Т	otal 92475:				3,963.77	3,963.77	
<b>2811</b> 92811	CUSTOM CRAFT TROPHY	49392	UNIFORMS - POLICE	10/21/2024	62.48	62.48	11/14/2024
Т	otal 92811:				62.48	62.48	
2982							
	HOPP NEUMANN HUMKE LLP	13960-891	TID 7 LEGAL	11/04/2024	2,090.00	2,090.00	11/22/2024
2982	HOPP NEUMANN HUMKE LLP	13993-890	TID 7 LEGAL	11/04/2024	1,244.00	1,244.00	11/22/2024
2982	HOPP NEUMANN HUMKE LLP	9431-892	LEGAL SERVICE	11/04/2024	4,214.85	4,214.85	11/14/2024
2982	HOPP NEUMANN HUMKE LLP	9431-892	TID 7 LEGAL	11/04/2024	462.00	462.00	11/14/2024
2982	HOPP NEUMANN HUMKE LLP	9436-974	LEGAL SERVICE	11/06/2024	1,055.00	1,055.00	11/14/2024
Т	otal 92982:				9,065.85	9,065.85	
<b>3036</b> 93036	SEERA FOCUS ON ENERGY	STMT111324	FOCUS ON ENERGY PAYMENT	11/13/2024	5,787.66	5,787.66	11/14/2024
Т	otal 93036:				5,787.66	5,787.66	
3405							
	POLLARD WATER	0267394-1	DE CHLORINATION TABLETS	10/25/2024	187.57	187.57	11/14/2024
Т	otal 93405:				187.57	187.57	
432							
	ADVANCED DISPOSAL SVCS S	0136159-4172-	WASTE DISPOSAL SERVICE	11/03/2024	490.23	490.23	11/22/2024
	ADVANCED DISPOSAL SVCS S	0136159-4172-	WASTE DISPOSAL SERVICE	11/03/2024	401.16	401.16	11/22/2024
3432	ADVANCED DISPOSAL SVCS S	0136159-4172-	WASTE DISPOSAL SERVICE	11/03/2024	2,830.51	2,830.51	11/22/2024
Т	otal 93432:				3,721.90	3,721.90	
3556							
	EHLERS INVESTMENT PARTNE	99738	TID 7 CONSULTING	11/12/2024	17,500.00	17,500.00	11/22/2024
	EHLERS INVESTMENT PARTNE	99739	TID 7 CONSULTING	11/12/2024	325.00	325.00	11/22/2024
	EHLERS INVESTMENT PARTNE	99740	TID 7 CONSULTING	11/12/2024	162.50	162.50	11/22/2024
	EHLERS INVESTMENT PARTNE EHLERS INVESTMENT PARTNE	STMT111324 STMT111324	INVESTMENT FEES INVESTMENT FEES	11/13/2024 11/13/2024	867.27 2,601.92	867.27 2,601.92	11/14/2024 11/14/2024
Т	otal 93556:				21,456.69	21,456.69	
3838							
3838	NORTH CENTRAL LABS OF WI I NORTH CENTRAL LABS OF WI I		LABORATORY SUPPLIES LABORATORY SUPPLIES	11/01/2024 11/06/2024	3,120.86 56.03	3,120.86 56.03	11/14/2024 11/22/2024
т	otal 93838:				3,176.89	3,176.89	
<b>3845</b> 93845	HYDROCORP	CI-02827	CROSS CONNECTION PROGRA	10/31/2024	1,170.00	1,170.00	11/08/2024
		-			·		
T	otal 93845:				1,170.00	1,170.00	

Date Paid	Amount Paid	Net Invoice Amount	Invoice Date	Description	Invoice Number	Vendor Name	Vendor
) 11/14/202	4,686.40	4,686.40	10/31/2024	BILL MAILING SERVICE	274405	INFOSEND INC	<b>93877</b> 93877
_			10/0 //2021		2		
-	4,686.40	4,686.40				otal 93877:	T
44/00/000	4 500 00	1 500 00	4440/0004		50405		94157
	1,526.00	1,526.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195		
	1,875.00 4,050.00	1,875.00 4,050.00	11/12/2024 11/12/2024	EXCAVATING - ELECTRIC DEPT EXCAVATING - ELECTRIC DEPT	E6195 E6195	MEYER ELECTRIC SERVICE MEYER ELECTRIC SERVICE	94157 94157
	4,030.00	1,640.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	
	400.00	400.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	94157
	1,570.00	1,570.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	
	7,430.00	7,430.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	94157
	400.00	400.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	94157
	5,395.00	5,395.00	11/12/2024	EXCAVATING - ELECTRIC DEPT	E6195	MEYER ELECTRIC SERVICE	
)	24,286.00	24,286.00				otal 94157:	Т
-							94491
) 11/08/202	80.00	80.00	10/31/2024	NITE CORE HEADLAMP	9019	H & R SAFETY SOLUTIONS INC	94491
	21.50	21.50	10/31/2024	EXTRA BATTERY FOR HEADLA	9019	H & R SAFETY SOLUTIONS INC	94491
	12.99	12.99	10/31/2024	CHARGER FOR HEADLAMP	9019	H & R SAFETY SOLUTIONS INC	94491
	33.50	33.50	11/06/2024	IBUPROFEN	9041	H & R SAFETY SOLUTIONS INC	
)	147.99	147.99				otal 94491:	Т
-							94498
6 11/14/202	27,164.16	27,164.16	10/01/2024	CONTRACT - GARBAGE	0133481-4172-	WASTE MANAGEMENT OF WI-M	94498
	9,903.60	9,903.60	10/01/2024	CONTRACT - RECYCLING	0133481-4172-	WASTE MANAGEMENT OF WI-M	94498
	345.00	345.00	10/01/2024	HOUSING AUTH GARBAGE/REC	0133481-4172-	WASTE MANAGEMENT OF WI-M	94498
3 11/22/202	27,190.08	27,190.08	11/03/2024	CONTRACT - GARBAGE	0136155-4172-	WASTE MANAGEMENT OF WI-M	94498
5 11/22/202	9,913.05	9,913.05	11/03/2024	CONTRACT - RECYCLING	0136155-4172-	WASTE MANAGEMENT OF WI-M	94498
	345.00	345.00	11/03/2024	HOUSING AUTH GARBAGE/REC	0136155-4172-	WASTE MANAGEMENT OF WI-M	94498
- )	74,860.89	74,860.89				otal 94498:	Т
-							95061
9 11/22/202	121.39	121.39	10/26/2024	3/4" STONE	477618	MICHELS ROAD & STONE INC	95061
)	121.39	121.39				otal 95061:	Т
							95106
11/22/202 	1,256.74	1,256.74	11/08/2024	FLEET VEHICLE MAINTENANCE	WO7087	SERVICE MOTOR COMPANY	95106
F	1,256.74	1,256.74				otal 95106:	Т
							95122
3 11/14/202 	254.88	254.88	11/06/2024	GARAGE SMALL EQUIPMENT M	P36124	MACQUEEN EQUIPMENT	95122
3	254.88	254.88				otal 95122:	Т
							95125
6 11/08/202 	36.76	36.76	10/31/2024	TOOLS	29906	FALLS ACE HARDWARE	95125
}	36.76	36.76				otal 95125:	Т
							95455

NTY OF	PLYMOUTH	Payment A	Approval Report - Council Voucher Re Report dates: 11/1/2024-11/30/20		lity	Dec	Page: 03, 2024  08:27
endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
To	otal 95455:				100.00	100.00	
<b>502</b> 5502	ROLAND MACHINERY COMPAN	47025173	GARAGE LARGE EQUIPMENT R	10/30/2024	1,832.39	1,832.39	11/14/2024
То	otal 95502:				1,832.39	1,832.39	
<b>714</b> 5714	TRANSUNION RISK AND ALTER	1355047-2024	MINIMUM USAGE FEE	11/01/2024	75.00	75.00	11/14/2024
То	otal 95714:				75.00	75.00	
7 <b>8</b> 778	PLAYAWAY PRODUCTS LLC	475171	AV - LIBRARY	09/17/2024	199.96	199.96	11/08/2024
То	otal 95778:				199.96	199.96	
	LANGE ENTERPRISES OF WIS LANGE ENTERPRISES OF WIS	89424 89424	STREET SIGNS CAP C STREET SIGNS & MARKINGS M	10/31/2024 10/31/2024	270.00 118.15	270.00 118.15	11/08/2024 11/08/2024
То	otal 95884:				388.15	388.15	
<b>99</b> 899	TERESE SHAW	STMT 10-31-20	PETTY CASH - POLICE	10/31/2024	105.70	105.70	11/08/2024
То	otal 95899:				105.70	105.70	
917	BADGER LABORATORIES INC	24-020768	WATER SAMPLES	11/08/2024	185.00	185.00	11/22/2024
То	otal 95917:				185.00	185.00	
<b>40</b> 940	GORDON FLESCH COMPANY IN	IN14916308	COPY MACHINE	11/07/2024	273.55	273.55	11/14/2024
То	otal 95940:				273.55	273.55	
<b>89</b> 989	AC ELECTRICAL TESTING	180	ELECTRIC INVESTIGATION	11/04/2024	8,997.40	8,997.40	11/08/2024
То	otal 95989:				8,997.40	8,997.40	
<b>03</b> 003	AURORA MEDICAL CENTER GR	136-CI0000272	FIRE MED SUPPLIES	10/29/2024	434.03	434.03	11/08/2024
То	otal 96003:				434.03	434.03	
<b>22</b> 022	CIVICPLUS LLC	1218.00	WEBSITE MAINTENANCE	11/01/2025	1,218.00	1,218.00	11/08/2024
То	otal 96022:				1,218.00	1,218.00	
	PEEBLES PLAY & STAY KENNEL PEEBLES PLAY & STAY KENNEL	72696486 74694724	LODGING FREY - DOG UNIT LODGING FREY - DOG UNIT	08/19/2024 11/09/2024	105.00 105.00	105.00 105.00	11/22/2024 11/22/2024

ITY OI	F PLYMOUTH	Payment /	Approval Report - Council Voucher R Report dates: 11/1/2024-11/30/2		lity	Dec	Page: 03, 2024 08:2
endor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Т	otal 96194:				210.00	210.00	
<b>5243</b> 06243	REDEMPTION RECYCLING LLC	2044	RECYCLING EVENT	11/04/2024	522.00	522.00	11/14/2024
Т	otal 96243:				522.00	522.00	
<b>269</b> 6269	AQUALIS	PSI-2020-1630	STORM SEWER INSPECTIONS	07/25/2024	4,760.00	4,760.00	11/14/2024
Т	otal 96269:				4,760.00	4,760.00	
<b>318</b> 6318	CRYSTAL LAKE GOLF COURSE	PPD090924	K9 UNIT GOLF OUTING	09/20/2024	6,757.00	6,757.00	11/14/2024
Т	otal 96318:				6,757.00	6,757.00	
<b>329</b> 6329	CREXENDO	210777	PHONE - LIBRARY	11/01/2024	229.27	229.27	11/08/2024
Т	otal 96329:				229.27	229.27	
<b>362</b> 6362	O'REILLY AUTO PARTS	6583124055	POLICE VEH MAINTENANCE	10/17/2024	9.99	9.99	11/14/2024
Т	otal 96362:				9.99	9.99	
<b>425</b> 6425	AUGUST WINTER & SONS INC	61027	DIGESTER COVER	11/08/2024	109,725.00	109,725.00	11/22/2024
Т	otal 96425:				109,725.00	109,725.00	
<b>504</b> 6504	WITKOWSKI INSPECTION AGE	October 2024	BUILDING INSPECTOR CONTR	10/31/2024	9,911.62	9,911.62	11/01/2024
Т	otal 96504:				9,911.62	9,911.62	
	ANDREW KRUSIEC ANDREW KRUSIEC		RESTITUTION FROM JAMIE SA RESTITUTION FROM JAMIE SA	11/13/2024 11/05/2024	70.00 50.00	70.00 50.00	11/22/2024 11/14/2024
Т	otal 96514:				120.00	120.00	
G	irand Totals:				780,473.32	780,473.32	

CITY OF PLYMOUTH			Payment Approval Report - Council Voucher Report City & Utility Report dates: 11/1/2024-11/30/2024							
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid			
		CITY OF PLYMOUT	H- PLYMOUTH UTILITIES	i						
The above lis	ted checks and ACH is in <sub>l</sub>	payment of the Utilities' acco	unts and are hereby appro	ved with the followir	ng exceptions:					
Exceptions:										
THE FINANC	E COMMITTEE									
Dated:										
Report Criteria Detail rep	port.									
Paid and	with totals above \$0 includ unpaid invoices included.	ed. 100001000"-"2200567002200	" "2400111000000" "2000	232000000"						
	etan.GL account - 01001	2200307002200	, 2400111000000 - 8000.	.02000000						

# THE HOUSING AUTHORITY OF THE CITY OF PLYMOUTH

1214Reed 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 9:00 AM, November 8th, 2024 by Chairperson Linda Opitz

Chairman:	Linda Opitz
Commissioner:	Dennis McMullen
Commissioner	Marsha Vollbrecht
Commissioner:	Jay Groshuesch (absent)
Commissioner	Mike Olig
Secretary:	Bob Hemauer
Guest:	None

#### PROCEEDINGS

- 1. The minutes of the November 8th, 2024 meeting were read. After review of the minutes, a motion was made by Commissioner Olig and second by Commissioner McMullen to approve the minutes. The motion was carried.
- Recognition of tenant concerns:
   a. All full. No notices given.
   b.
- 3. The November 2024, Income and Expense report was reviewed. A motion was made by Commissioner Vollbrecht and second by Commissioner Olig to approve the financial report. The motion carried.
- 4. The December 2024 invoices were reviewed and discussed and questions were answered by the Executive Director. Commissioner McMullen moved that all invoices be paid with Commissioner Vollbrecht seconding the motion. The motion carried.

#### **SECRETARY'S REPORT**

1. No report

## **Old BUSINESS**

- 1. Looking at re-black topping north and or south parking lots.
- 2. ED hire; Resolution #365 to hire Teresa Cruz as new Executive Director starting 1/2/2025. Motion by Commissioner Olig to approve the resolution and second by commissioner Vollbrecht. Motion carried.
- 3. Tenant Christmas party is Dec. 16<sup>th</sup> at 5 PM.

#### **NEW BUSINESS**

- 1. Resolution #366; To pay out 50% of booked sick pay to leaving Executive Director. A motion was made by Commissioner Olig to approve the resolution and was seconded by Commissioner Vollbrecht. Motion carried.
- 2. January 9<sup>th</sup> will be the Board of Commissioners Christmas gathering.

There was no further business to come before the Commissioners of the Authority. A motion to adjourn at 10:35 AM by Commissioner Vollbrecht and seconded by Commissioner McMullen. The motion carried.

The next scheduled regular meeting is January 8th, 2025 at 9 AM.

Respectfully submitted DA Huncuen

Robert Hemauer

**Executive Director** 

# Plymouth Community Television Board Meeting 11/11/2024

 Checking:
 914.65

 Unrestricted:
 1,304.63

 Restricted:
 8,897.86

Attendance: Virginia Stemper, Mike Penkwitz, Kurt Zolp, Gary Kaiser, Mike Briggs, and Konrad Kaczkowski

Kurt reported that the phone number for PCTV is now part of the School District's phone system. The number has remained the same (920) 893-0006. The calls go directly to Mike and Kurt's phone in the school and to their voice mail.

Kurt also reported he did contact Spectrum Cable about broadcasting PCTV shows in High Definition (HD) and they are offering that service for a \$6,000.00 set up cost and \$500.00 per month service charge. There was no discussion at this time about the issue.

Mike reported that 11 football games were completed and that best viewing quality is on YouTube. He also reported that the last playoff game had the highest viewership ever for PCTV at 4,800 on YouTube. Basketball this year will have 12 Girls and 12 Boys home games making that the highest amount of home basketball games to televise. The Girls team will start the basketball home games on November 19<sup>th</sup>.

School Board meeting is scheduled for Tuesday November 19<sup>th</sup>. The filming of Action-14 and Veteran to Veteran will precede the School Board meeting.

# Next Board Meeting Monday December 9<sup>th</sup>, 2024 5:00 PM at the High School

Respectfully Submitted

Konrad Kaczkowski

# Plymouth Community TV Cash Flow

Year: 2024

Summary	Jan	Feb	Mar	Apr	Мау	Jun	July	Aug	Sep	Oct	Nov	Dec		TOTAL
Opening Balance	749.35	486.61	354.93	355.09	647.68	507.03	550.81	527.56	610.36	396.25	1,202.57	671.50		
Total Reciepts	5,000.00	3,700.00	5,500.00	4,250.00	7,500.00	4,050.00	4,500.00	3,700.00	4,500.00	5,000.00	4,350.00	0.00	\$	52,050.0
Total Disbursements	5,262.74	3,831.68	5,499.84	3,957.41	7,640.65	4,006.22	4,523.25	3,617.20	4,714.11	4,193.68	4,881.07	0.00	\$	52,127.8
Total Cash Flow	-262.74	-131.68	0.16	292.59	-140.65	43.78	-23.25	82.80	-214.11	806.32	-531.07	0.00		
Ending Balance	\$ 486.61	\$ 354.93	\$ 355.09	\$ 647.68	\$ 507.03	\$ 550.81	\$ 527.56	\$ 610.36	\$ 396.25	\$ 1,202.57	\$ 671.50	\$ 671.50	\$	671.5
<b>_</b>		-	-		-	-							-	
Receipt														
Restricted	5,000.00	3,700.00	4,500.00		6,500.00	4,050.00	-	3,000.00	4,500.00	4,000.00	4,350.00		\$	46,600.0
Unrestricted			1,000.00	750.00	1,000.00		1,000.00	700.00		1,000.00			\$	5,450.0
Ads & Tape Sales													\$	-
Other													\$	-
TOTAL	\$ 5,000.00	\$ 3,700.00	\$ 5,500.00	\$ 4,250.00	\$ 7,500.00	\$ 4,050.00	\$ 4,500.00	\$ 3,700.00	\$ 4,500.00	\$ 5,000.00	\$ 4,350.00	\$-	\$	52,050.0
Diskum and f														
Disbursements														
Wages / Salaries/ Benefits	3,040.64	2,730.75	4,334.59	2,326.73	3,209.41	2,900.35	3,021.87	2,553.69	2,953.52	2,357.63	3,238.97		\$	32,668.1
Telephone	130.99	131.36	131.36	145.07	149.47	149.47	157.91	157.80	157.80	157.80			\$	1,469.0
Dues													\$	-
Card Member Services	697.89	216.85	12.99	278.97	82.83	57.41	66.89	9.00	827.53	192.24	107.92		\$	2,550.5
Action - 14			40.00	40.00		80.00	40.00		40.00	40.00	40.00		\$	320.0
Work Comp Insurnace										355.00			\$	355.0
Supplies		30.00					68.00	92.25	13.64		387.44		\$	591.3
P.O.Box Rental	118.00												\$	118.0
Postage				68.00			68.00						\$	136.0
State With Holding	309.38			308.62			304.50			306.00			\$	1,228.5
FUTA	157.68												\$	157.6
Unemployment Insurance	6.16			11.65			12.02			12.05			\$	41.8
941 Tax	752.00	672.72	700.90	728.37	638.94	768.99	734.06	754.46	671.62	722.96	616.74		\$	7,761.7
Equipment					3,500.00								\$	3,500.0
Miscellanous			230.00								100.00		\$	330.0
Mileage	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	390.00		\$	890.0
Business Tax Registration					10.00								\$	10.0
Wi Corp. Filing													\$	-
Closed Caption Exemption													\$	-
941 Quarterly Taxes														
Cooking Show														
													\$	-

TOTAL	\$ 5,262.74	\$ 3,831.68	\$ 5,499.84	\$ 3,957.41	\$ 7,640.65	\$ 4,006.22	\$ 4,523.25	\$ 3,617.20	\$ 4,714.11	\$ 4,193.68	\$ 4,881.07	\$-	\$ 52,127.85

# City of Plymouth Police and Fire Commission Meeting Tuesday, November 12, 2024 @ 8:30 A.M. Room 210 Plymouth City Hall, 128 Smith Street, Plymouth, WI 53073

Members Present: President Mark Melcher, Vice President James Flanagan, Secretary Warren Wieser, Garry Rooker, Tim Lemkuil, Police Chief Kenneth Ruggles, Deputy Police Chief Matt Starker and Fire Chief Ryan Pafford.

Audience Present – John Binder

President, Mark Melcher, called the meeting to order at 8:29 A.M. in Room 210 @ City Hall, located at 128 Smith Street, Plymouth, Wisconsin.

A motion made by James Flanagan and seconded by Gary Rooker to approve the Police and Fire Commission meeting minutes of October 1, 2024. Motion carried.

Plymouth Police Department report by Police Chief Kenneth Ruggles:

- 1 Officer Nick Coast will receive a meritorious award this evening at the Common Council meeting.
- 2 All Plymouth Police Officers have had their annual hearing test.
- 3 Plymouth Police Department conducted their safety inspection of St John the Lutheran School, St. John the Baptist Catholic School, and Plymouth High School. The goal is to complete inspection of the remaining Plymouth middle and grade schools.
- 4 Plymouth Police Department participated in a walk-thru of Plymouth High school emergency evacuation.
- 5 Police Chief reported a good meeting with City of Plymouth High School Superintendent, Scott Stier.
- 6 Plymouth Police Officers have completed their firearm qualifications.
- 7 Plymouth Police Department capital and operational budget is scheduled for approval at the Common Council meeting this evening.
- 8 Officer Kost is continuing his leadership training.
- 9 Two hundred pounds of outdated/old medicines were collected and disposed.
- 10 Officer Justin Welch has completed his probation.
- 11 Planning for Christmas Parade and Cheese drop has taken place. Deputy Police Chief, Matt Starker, reported some changes in the number of participants and parade order to deal with safety concerns.

Plymouth Fire Department report by Fire Chief Ryan Pafford:

- 1 The Fire Department has completed their interviews with five new candidates for the Plymouth Fire Department. The Police and Fire Commission is scheduled to interview the candidates next Monday evening.
- 2 Sheboygan County, yearlong sustainability study is almost completed. Chief Ryan provided a summary of the study. After the study is completed by the Sheboygan County Team, he will give an in-depth presentation to the Police and Fire Commission.
- 3 Chief Ryan reported the Fire Department participation in the Pumpkin Walk and Trick or Treat was successful.
- 4 Chief Ryan reported an EMS class should be scheduled soon.

Fire Department Recruit Evaluation Process - Ryan:

Chief Ryan handed out "Police and Fire Commission Interview Questions." This list consisted of ten possible questions. President Mark Melcher suggested the commission select five or six questions. After discussion, the committee selected five questions.

Chief Ryan handed out a hiring packet for potential new fire department members. This was developed with input from James Falagan and Gary Rooker.

Chief Ryan handed out a copy of "Fire Department – Certified Firefighter One" job description to the commission for their review. This was a joint effort of Chief Ryan, James Flanagan, and Gary Rooker. Suggested changes were in red. President Mark Melcher suggested a change under Qualifications – Education and/or Experience section. Chief Ryan will make the change, and this will be an agenda item at the next meeting to receive final approval.

Fire Department Hiring Process Update -

This was covered in Fire Chief Ryan's report.

No further action, motion for adjournment at 9:14 A.M. Motion by Tim Lemkuil and seconded by Warren Wieser. Motion carried.

Submitted on the twelfth day of November 2024.

Warren Wieser--- Secretary

# CITY OF PLYMOUTH, WISCONSIN TUESDAY, NOVEMBER 26, 2024 COMMITTEE OF THE WHOLE MEETING 5:30 PM, COUNCIL CHAMBERS COUNCIL CHAMBERS CITY HALL, 128 SMITH STREET

## **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: Diane Gilson, Jeff Tauscheck, Dave Herrmann, Angie Matzdorf, Mike Penkwitz and John Binder. The following were also present: City Administrator/Utilities Manager Tim Blakeslee, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, and City Clerk Anna Voigt.
- 2. Approve the Minutes from October 29, 2024: Motion was made by Gilson/Tauscheck to approve the minutes. A unanimous aye vote was cast. Motion carried.
- 3. Presentation and Discussion on Laack Block Project: City Administrator/Utilities Manager Blakeslee introduced the Laack Block Project Team; Lee Gentine, Jennifer Lehrke, Louie Gentine, and Brian Doudna. Lee Gentine started the presentation going over the agenda. Louie Gentine explained the plan is to restore both the Laack building and what was 52 Stafford into a 35 Room Boutique Hotel with a Restaurant/Bar, and a banquet facility. Other possibilities could include a spa and rooftop bar. Jennifer Lehrke went over some architectural renderings. Lee Gentine went over the Economic Impact of the project. Gilson asked if the group if they anticipated problems with parking. Louie stated they are working with the parking that they have. The parking lot improvement on the southeast side along the mullet would be very beneficial to the project. There is public parking to the east and there is street parking available. Mayor added its been a long time goal to do something on the west side of Stafford street similar to the project on the East side of Stafford with the parking. Matzdorf asked if this project will be a phased project or if everything will be opened at once. Lee stated that the anticipated opening date for everything is May 2026. Nelson asked if they are hoping to draw in a different clientele to the downtown area. Louie stated this project could serve as a catalyst for future developments in a way that needs to service the community. They don't envision this to be a super high-end restaurant that the Plymouth community doesn't want to go to. They would like it to be an approachable casual type of an environment that the community can feel good about being at while also serving that market that is coming from other communities. Future development in the downtown area is dependent on this project and how it could cause future entrepreneurs or current business owners to think about how they can invest in their business. Binder asked what kind of architecture the building was considered. Lehrke stated is was considered Victorian architecture and there is really ornate brick work on the upper part of the building. Louie introduced Lola Roeh to talk about the kind of attraction to Historical boutique hotels. Roeh stated there are other historical hotels in Wisconsin, but this one will be a real gem. Matzdorf stated there are a lot of tourists that come to Plymouth and stay at Elkhart and Kohler. She noted this hotel will be important because those room tax dollars will be staying in Plymouth. Louie added this small banquet area will now make it a destination locally.

4. Adjourn: Motion was made by Binder/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

# Witkowski Inspection Agency, LLC - Contracted Inspection Report City of Plymouth - November 2024

Permit #	Date	Address	Project Description	Value
24-408	11/5/2024	24 E Prospect Avenue	Prebuilt shed	\$5,000
24-409	11/5/2024	217 Western Avenue	New Siding on Garage	\$3,900
24-410	11/7/2024	1708 Eastern Avenue	Repair Existing Rotting Framing	\$30,000
24-411	11/8/2024	344 S. Bruns Ave	Fence - 4 ft Tall	\$3,000
24-412	11/11/2024	1 Persnickety Place	Fire Sprinkler System - Trash Room	\$15,500
24-413	11/11/2024	1024 Sunset Drive	Main Bath Remodel, Add Laundry Room	\$50,000
24-414	11/14/2024	2602 County Road PP	Addition to Fire Sprinkler System	\$11,865
24-415	11/14/2024	415 Harvey Drive	Install 4 Windows	\$3,500
24-416	11/14/2024	3 Reed Street	Reroof	\$6,850
24-417	11/14/2024	404 Caroline Street	Reroof	\$6,700
24-418	11/14/2024	28 Elizabeth Street	Tear off & Replace Siding	\$81,220
24-419	11/14/2024	31 W. Mill Street	Tear off & reroof	\$13,000
24-420	11/18/2024	822 Sunset Drive	Replacement of 8 Windows	\$34,858
24-421	11/18/2024	515 E Mill Street	Office Remodel	\$100,000
24-422	11/18/2024	113 E Mill Street	Furnace Replacement	\$5,210
24-423	11/18/2024	1126 Hummingbird Lane	Basement Remodel	\$51,325
24-424	11/18/2024	141 South Milwaukee St	Replacement of 2 Windows, 2 Doors	\$15,000
24-425	11/18/2024	312 Reed Street	Fence	\$500
24-426	11/19/2024	215 E Mill Street	Replace Furnace	\$18,000
24-427	11/19/2024	608 Ridge Pointe Drive	NSFD	\$519,276
24-428	11/21/2024	432 Bishop Avenue	Window Replacement	\$6,900
24-429	11/21/2024	132 Fond du Lac Ave	Reroof	\$3,500
24-430	11/26/2024	118 S Highland Ave	Drain Tile/Sump Pump	\$6,689
	11/4/2024	The Landing at Hub City	Plan Review: Plan 01-24	
	11/15/2024	The Landing at Hub City	Plan Review: Plan 02-24	
Totals				\$991,793

# City of Plymouth November 2024

Total Permits Total Value	23 \$991,793
Valuation of Commercial/Industrial Additions	\$0.00
Number of Commercial/Industrial Additions	0
Valuation of Commercial/Industrial Buildings	0
New Commercial/Industrial Buildings	0
Valuation of Multi Family Homes	0
Number of Units	0
New Multi Family Buildings	0
**Includes Two Family Homes	
Valuation of Single Family Homes	\$519,276.00
New Single Family Homes	1
**Includes Commercial Remodels	
Valuation of Building Permits Issued	\$472,516.80
Number of Building Permits Issued	22



### APPLICATION FOR STREET USE PERMIT

Date November 29, 2024

1.	Applicant/Applicants Name:	Plymouth Art Foundation, Inc./Plymouth Arts Center
	Address:	520 East Mill Street
		Plymouth, WI 53073
	Phone:	920-892-8409

- 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: Donna Hahn, Executive Director, Cell Phone: 920-980-0510
- 4. The date and duration of time for which the requested use of the street is proposed to occur: <u>Tuesday</u>, December 31, 2024 from 8:30pm-10:30pm
- 5. An accurate description of that portion of the street proposed to be used: <u>North Street, from the corner/intersection of Mill, Eastern Ave. and North Street at</u> the stoplight, past PAC driveway to the corner of Main and North Street.
- 6. The approximate number of persons for whom use of the proposed street area is requested: 750
- 7. The proposed use, described in detail, for which the Street Use Permit is requested: <u>For the annual Sartori Big Cheese Drop on New Year's Eve in the Cheese Capital</u> <u>which will be conducted by the Plymouth Arts Center and Plymouth Fire Department</u> sponsored by the Sartori Company.

\$25.00 Fee - Receipt No Date Date Date
Recommendation - Director of Public Works
Recommendation - Chief of Police . Kump (A # 100
· //
Date of Council approval /
Email Street Superintendent

## PETITION FOR STREET USE PERMIT

We, the undersigned residents of the 100 hundred block of (Street) in the City of Plymouth, hereby consent to the Plymouth Arts Center North use of this street between the hours of 8:30pm and 10:30pm 20 24 , for the 31st day of December the on Tuesday Sartori Big Cheese Drop on New Year's Eve and do hereby purpose of consent to the City of Plymouth to grant a Street Use Permit for use of the said portion of said street for said purpose and do hereby agree to abide by such conditions of such use as the City of Plymouth shall attach to the granting of the requested Street Use Permit. We further understand that the permit will not be granted for longer than twelve (12) hours on the date hereinabove specified, and agree to remove from the street prior to the end of said period all equipment, vehicles and other personal property placed of driven thereon during the event for which a permit is granted.

We designate <u>Donna Hahn, Plymouth Arts Center</u> as the responsible person or persons who shall apply for an application for a Street Use Permit.

Dipartel Plymouth	inn
	1

Updated 6/2021

PD		UIH	Application for Event City of Plymouth 128 Smith Street P.O. Box 107 Plymouth, WI 53073							
Applica	Ph nt Nar	ymouth Art Foundation, Inc. aka Plymouth	n Arts	Cent Pho	er 920-892-8409					
	520	East Mill Street	City	Plym	outh Zip 53073					
Address Are vou	a 501	East Mill Street (C-3) non-profit organization? D No Ø Yes	_ 011) . S	Tax	Exempt # ES 39754					
MIbou	inclu	ded my organization's proof of insurance with this t from requiring proof of insurance because	s form							
					(Clerk/Treas. Initials)					
Authori	zed A	gent_Donna Hahn			Home Phone <u>920-980-0510</u> Bus, Phone					
	726	Oak Ridge Drive	C'	Plvn						
Address	130		. City		Zib					
Point of	conta	ct at Event (if different than Agent)		-						
Type of	f Eve	nt: (Check all appropriate blocks) 🛛 Public		Privat	e					
		tic Activity (tournament, sports event)			e/Street Closing (map required)					
	Block	Party			Walks (map required)					
		cial Gain Event (map required)			ess/Organization Event					
		nunity/Park Event								
Event D	) ate(s`	: Tuesday, December 31, 2024 Star	t/End '	Time:_	7:30pm-10:30pm					
Nome of	F A otin	Sartori Big Cheese Drop/New Years Eve	Eve	nt (	Celebrate New Year's Eve					
A anamab		a PAC front plaza and North St. Disp	bersal .	Area:						
Assemb	IY AIC	endance 500 to 750 No.	of Par	ade Ur	nits'					
Estimate	ed Atte		orra							
Location	n of B	lock Party(Block off - street from - street to)								
Check	all ar	propriate boxes:								
Yes	No		Yes	No						
	X	Admission/Entry Fee	a	X	Fireworks					
	X	Financial Gain Activity		$\boxtimes$	Amusement Rides					
X		Concession Sales Inside the building	a	Ŕ	Setting Up Tents					
	(X)	Vendor Displays/Sale		X	Amplification Equipment					
	QQ	Electricity Needed	X C		Musical Bands Inside only Horses/Animals					
D	X	Portable Toilets		ÇA(						
Ø	ם.	Street Closure Barricades Needed ( 4 )	X		Snowmobiles/ATV's We have a license. Bee Beer Sales*					
$\bowtie$	D	Quantity	Yeal	J	Beer Sales* sales inside *Requires Special Permu					
The spelices	, ,	on this application will be responsible for the conduct of the special event and for	r the cond	ition of the						

subject anyone to discrimination because of race, color, creed, national origin, handicap or religion.

subject anyone to discrimination because of race, cotor, creed, national origin, handicap or religion. The applicant individually, or the authorized agent on behalf of applicant, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless, the City of Plynouth and each and every of its elected, and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally for and against any and all claims, causes of action, actions, liabilities, demand, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorney's fees, which I have or muy, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, incidents, activities, and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the City of Plymouth and each and every of it's elected and appointed officials, employees, and agents, regardless of when and where, occurring or arising from this event.

The public event applicant shall submit a general liability insurance policy certificate in the amount of \$1 million dollars naming the City of Plymouth as an additional insured party. The applicant for this public event must be 18 years of age. Any misrepresentation of public events described in this application occurring in City of Plymouth parks or facilities will be just cause for future denial of rental agreements with the City of Plymouth.

Donne Hahn Signature \_

Date 09/17/2024

(Must be Applicant or Duly Authorized Agent)



Ą	CORD C	ER	RTII	FICATE OF LIA	BIL	ITY INS	URANG	CE		(MM/DD/YYYY) 28/2024
CE	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	'ER THE CC	VERAGE AFFORDED	BY TH	E POLICIES
16	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjective subjective subjective states to the subjective states and the subject states and the subjective states a	t to	the	terms and conditions of	the po ch end	licy, certain   orsement(s)	policies may	VAL INSURED provisio require an endorseme	ns or bont. Nt. Ast	e endorsed. tatement on
-	DUCER				CONTAC NAME:	СТ				
	COR, LLC - Plymouth				PHONE (A/C, No	, Ext): (920) c	893-8411		(608)	723-6440
Ste (	East Mill Street, C				E-MAIL	<sub>ss:</sub> service@	)tricorinsur	ance.com		1
Plym	nouth, WI 53073							DING COVERAGE		NAIC #
								al Mutual Insurance Co		
INSU					INSURE	RB:BrickSt	reet Mutual	Insurance Company	/	12372
	Plymouth Art Foundation Inc Donna Hahn	;			INSURE	stands.				
	P.O. Box 253				INSURE	1000 m				
	Plymouth, WI 53073				INSURE					
		TIEIC			INSURE	RF:		REVISION NUMBER:		
	VENTOED	0		NUMBER:	AVE B	FEN ISSUED	TO THE INSUE	ED NAMED ABOVE FOR	THE PO	LICY PERIOD
IN	IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUI PFR	REME	ENT, TERM OR CONDITION THE INSURANCE AFFORE	DED BY	THE POLICI	IES DESCRIB	DOCUMENT WITH RESP	ECIIO	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
A	X COMMERCIAL GENERAL LIABILITY	INSU	WVUD			(1111222) ( 1.1.1.		EACH OCCURRENCE	\$	1,000,000
1	CLAIMS-MADE X OCCUR	х		5000021800		1/3/2024	1/3/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
								BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident		
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	4,000,000
Α	X UMBRELLA LIAB X OCCUR			5000021811		1/3/2024	1/3/2025	EACH OCCURRENCE	\$	4,000,000
	EXCESS LIAB CLAIMS-MADE			000021011				AGGREGATE	\$	
В	DED RETENTION \$							X PER OTH- STATUTE ER	Ψ	
	AND EMPLOYERS LIABILITY VIN			WCB1030102		1/3/2024	1/3/2025	E.L. EACH ACCIDENT	\$	500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A			12 12 Conservations Office Conservations			E.L. DISEASE - EA EMPLOYE	in the second	500,000
	If yes describe under							E.L. DISEASE - POLICY LIMIT		500,000
-	DESCRIPTION OF OPERATIONS below									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORE	0 101, Additional Remarks Schedu	le, may b	e attached if mor	re space is requir	ed)		
Hold	ler is an Additional Insured with respec	t to G	iener	al Liability coverage.						
CE	RTIFICATE HOLDER				CANO	CELLATION				
	City of Plymouth 128 Smith Street				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE ( EREOF, NOTICE WILL Y PROVISIONS.	CANCEL BE DE	Led Before Livered in
	Plymouth, WI 53073	AUTHORIZED REPRESENTATIVE								

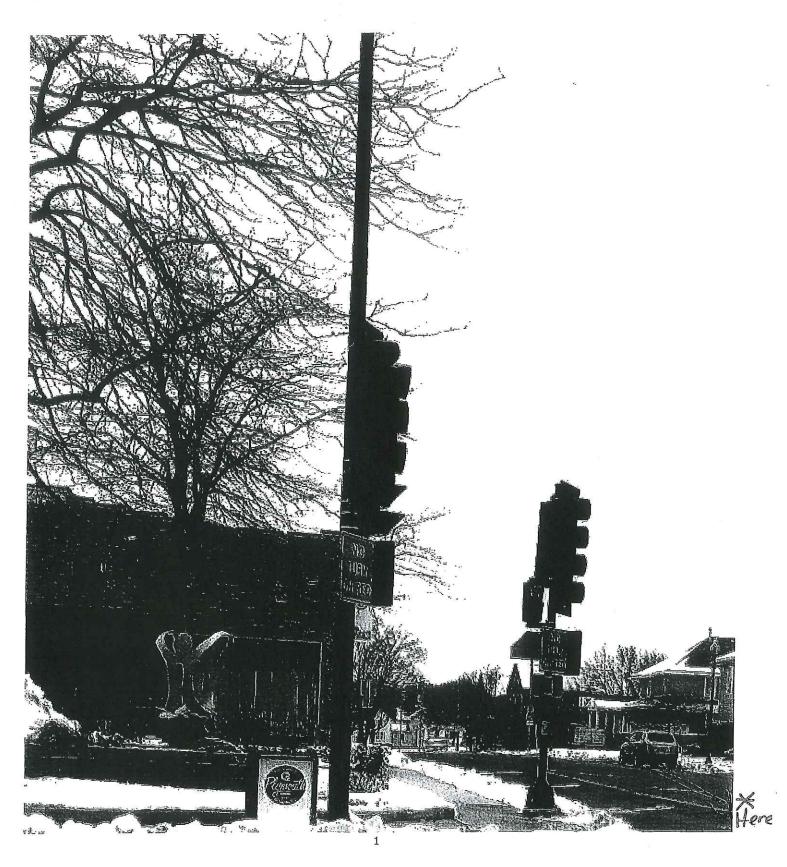
ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

1 at the

# **Plymouth Arts Center**

มิตาร ค. ค. เราสมัยษณะไม่สุรธรรณ โดยคลสมบุร อาเวอเมตต เชอรรษสรร 1241 ร.ศ.



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



Telephone:(920Facsimile:(920Web Site:plymou

(920) 893-3745 (920) 893-0183 plymouthgov.com

DATE:	December 5, 2024
TO:	Mayor and Common Council
FROM:	Tim Blakeslee, City Administrator/Utilities Manager
RE:	Plymouth 2024 Housing Study

**Background:** Developing a Comprehensive Housing Strategy is a key initiative of the 2023-2026 City of Plymouth Strategic Plan. The Ad-Hoc Housing Committee, formed in early 2023, was tasked with guiding housing development in Plymouth for the next decade. Their work, set for completion in December 2024, focused on the following objectives:

- Identifying areas within the city and its extraterritorial jurisdiction suitable for housing development.
- Creating a strategic housing plan, with an emphasis on housing for the elderly and the manufacturing workforce, to support the city council, property owners, employers, and developers in achieving a goal of approximately 500 new residential units. This includes multi-family housing, two-family housing, condominiums, and single-family residences.
- Identifying funding opportunities to support housing expansion efforts.

Between March 2023 and May 2024, the committee gathered data, researched best practices, and engaged with local stakeholders on housing needs. They also reviewed and recommended the creation of the R-6 zoning district. In June 2024, the city signed an agreement with Redevelopment Resources to draft the 2024 Plymouth Housing Study, with the Ad-Hoc Committee serving as the steering committee. The study leveraged much of the committee's background research and data collection efforts.

The final housing study is attached. Key findings include:

- A need for a variety of housing types across all price points and ownership/tenant options.
- A pent-up demand for 399 housing units.
- A projected need for 681 to 981 additional units between 2025 and 2029.

Redevelopment Resources will present the final study at the Common Council meeting tonight.

<u>Ad-Hoc Housing Committee Recommendation</u>: At the meeting on November 6, 2024 the Ad-Hoc Housing Committee recommended that the Housing Study be presented to the Common Council.

Staff Recommendation: Move to receive and file the 2024 Plymouth Housing Study.

#### Attachment:

Housing Study

#### Attachment 1: Local Comparable High-Density Residential Zoning

du/acre = Dwelling Units per Acres

#### Sheboygan

- Mixed Residential 8: 50% building coverage max. 8.00 du/acre (duplexes, twins, flats)
- Urban Residential -12: 50% building coverage max. 12.00 du/acre for 2 or more bedroom units; 13.00 du/acre for one bedroom units; 14.00 du/acre for efficiencies

Sheboygan Falls

• R4 - Approval for over 4 units by conditional use (two 18-unit buildings recently constructed). 2,000-3000 square feet of clear space required based on the number of bedrooms. Not able to calculate du/acre based on code language.

New Holstein:

 "R-3" Multiple-Family Residential District High Density - Multifamily dwellings above nine units (9+) permitted by right. 75% lot coverage max (A minimum of 25% of new construction lots shall be maintained as an open landscaped space.) Not able to calculate du/acre based on code language.

Howards Grove:

• M Multiple Residence District- Five-unit or more multiple-family dwellings with conditional use with approved site plan. 40% lot area coverage max. Not able to calculate du/acre based on code language.

#### Kohler:

• 4-unit maximum building size. Not able to calculate du/acre based on code language.

#### Port Washington:

• RM-4: Multiple Family apartment houses not exceeding 36 units per structure nor more than 6 stories in height. 1500 square feet minimum lot area per dwelling unit. 66% building coverage max. ~19 du/acre

#### West Bend:

• RM-5 Multi-Family Residential District - The minimum lot area shall be 2900 square feet for each dwelling unit. 60% lot coverage max. ~9.00 du/acre

#### Grafton:

- Residential-14 Zoning District. 3,000 square feet per dwelling unit. 14.00 du/acre.
- Multi-Family Residential-20 Zoning District: 2,000 square feet per dwelling unit. 20.00 du/acre.



# City of Plymouth, WI Housing Study

NOVEMBER 2024

# ACKNOWLEDGMENTS

## Elected City Officials and Staff

Mayor Donald Pohlman

- District #1 Diane Gilson
- District #1 Greg Hildebrand
- District #2 John Nelson
- District #2 Angie Matzdorf
- District #3 John Binder
- District #3 Jeffrey Tauscheck
- District #4 David Herrmann
- District #4 Mike Penkwitz
- Timothy Blakeslee, City Administrator

## Ad Hoc Workforce Housing Committee Members

- Jeremy Schellin
- Brian Doudna
- Derrick Hermann
- Kristine Hartmann
- Donald Pohlman\*
- John Nelson\*
- Greg Hildebrand\*
- Timothy Blakeslee<sup>!</sup>
- \* Elected Official
- <sup>!</sup> City Staff

#### **Consultant Team**



Kristen Fish-Peterson, CEcD, EDFP Dayna Sarver, CEcD, HDFP

# TABLE OF CONTENTS

EXECUTIVE SUMMARY	5
DOCUMENT REVIEW	7
MARKET AREA DEFINITION	11
STAKEHOLDER ENGAGEMENT	11
ECONOMIC AND DEMOGRAPHIC FACTORS	13
HOUSING SUPPLY ANALYSIS	20
HOUSING NEEDS ANALYSIS	25
DEMAND FORECAST	30
OPTIONS FOR SUPPORTING RESIDENTIAL DEVELOPMENT	33
RECOMMENDATIONS	40
APPENDIX A - DEFINITIONS	48
APPENDIX B - METHODOLOGY	50

# LIST OF FIGURES

Figure 1. How old are you?	7
Figure 2. The quality of housing in Plymouth is:	7
Figure 3. City of Plymouth Household Projections (2020–2032)	13
Figure 4. Regional Comparison of Educational Attainment (2023)	14
Figure 5. Sheboygan MSA Industries with Location Quotient Greater than One (2023)	15
Figure 6. Sheboygan MSA Unemployment Rate Trends (2013–2023)	15
Figure 7. Sheboygan MSA Occupations by Earnings and Change in Jobs (2013-2023)	16
Figure 8. Earnings Comparison by Occupation, Job Growth, and Living Wage (2023)	17
Figure 9. City of Plymouth Household Income Distribution by Tenure (Percentage)	18
Figure 10. Plymouth Employee Commute by Distance (mi.)	18
Figure 11. Age of Residential Structures by Year Built	20
Figure 12. Housing Units by Type (2022)	21
Figure 13. Regional Housing Tenure Comparison (2023)	21
Figure 14. New Single-Family Listings (Aug. '22-July '24)	22
Figure 15. Single-Family Listings Sold (Aug. '22-July '24)	22
Figure 16. Single-Family Listings Average Cumulative Days-On-Market	23
Figure 17. Single-Family Listings Median Sale Price	23
Figure 18.	
Growth Rate Comparison of Plymouth Median Rent and Sheboygan MSA Average Annual Earnings (2016-2022)	24
Figure 19. NLIHC Occupations by Affordable and Available Units Table	25
Figure 20. FY 2024 MTSP Income Limits Table	29
Figure 21. HUD Cost Burden Percentage of Renters and Owners Table	29
Figure 22. Demand Factors Table	30
Figure 23. Rental Demand Table	31
Figure 24. Owner-Occupied Demand Table	31
Figure 25. Single-Family Demand Table	31
Figure 26. Missing Middle Housing Graphic	32



# **Executive Summary**

## **Study Objective**

The City of Plymouth identified the primary housing goal in the Comprehensive Plan to be: "Provide safe, affordable housing to all Plymouth residents. Based on that goal, a separate housing study was commissioned by the City, and was overseen by the Ad Hoc Workforce Housing Committee. To help elected officials, City staff, stakeholders and community members develop a meaningful sense of the housing market, an understanding of key housing issues and how those issues impact the city over the next ten years, this study provides leaders with a solid understanding of:

- Functions of market demand (population, employment, and income growth)
- Inventory of existing housing supply
- Future demand and gap analysis for the next 10 years
- Housing affordability
- Public policy and programing changes needed to accommodate residential development.
- Tools and resources to support and facilitate growing the existing housing supply.

By understanding the market along with resident and employer needs, the city can take proactive steps to ensure measured and appropriate growth in the housing sector over the next 5–10 years.

## Stakeholder Engagement

Interviews were conducted with business and community leaders to understand what affect housing has, if any, on a company's ability to hire and retain workers, as well as what type of housing product is most needed to support the needs of the workforce (and others) in Plymouth. A dozen employers and agencies were interviewed, public and private sector. There are currently over 175 open positions with the companies who shared that information.

Nearly across the board it was reported that entry-level employees are more likely to live and work in Plymouth and the surrounding area, but few supervisory and upper management employees currently live in the community. A few of the entities interviewed stated candidates have been lost due to lack of housing that is affordable for their price range. Many employers stated their employees would like single-family homes, but they would need to be priced between \$180,000-\$250,000 for them to be able to afford a home. Both owner-occupied and rental housing are in demand.

## Quantitative Analysis Summary

Households in the community are predicted to grow by between 125 and 265 new households over the next eight years. The unemployment rate within the Sheboygan MSA had been steadily declining from 6.0% in 2013 to 2.5% in 2023.

The highest positive change in jobs occurred in the Healthcare Practitioners & Technologists, Business and Financial Operations, and Computer and Mathematical occupations at near 30% growth in jobs over the past ten years.

Of a total of 4,170 housing units, 22.3% of those were constructed prior to 1939. The market supplied an adequate number of homes until 2010. Since 2010, only 225 new units were constructed, which is one factor impacting the shortage of housing that is present in the market today.

More than 71.6% of the current housing stock are single-family or two-family residences. Owner-occupied units make up 66.2% of the existing housing stock, while 33.8% are renter occupied. The median home value as of 2023 is \$219,098. A tightening market is evidenced by a shorter time on the market for each home listed, and higher median sales prices.

As of August 2024, there were only four housing units listed as available to rent in Plymouth. Annual earnings in the County have not increased at the same rate as the growth rate of median rent.

## Findings

The City of Plymouth needs a variety of housing types across all price points and ownership/tenant options. Demand is determined by a number of factors, including census estimates of population growth, pent up demand over the past 15+ years due to recession and subsequent damage to the residential construction and financing industries, changing demographics, and existing and new employer growth/hiring. These factors combined with a desired vacancy rate of approximately 5% for multifamily (current vacancy rate is less than 1%) and 2% for owner-occupied housing leads us to the following demand for multifamily rental housing and owner-occupied housing.

#### (Rental Demand Table)

	Affordable/ Workforce	Market Rate	Total
Studio	40	22	62
1-Bedroom	56	85	141
2-Bedroom	109	90	199
3-Bedroom	99	40	139
Total	304	237	541

This demand forecast includes units already known to the city, or in process, permitted or planned.

#### (Owner-occupied Demand Table)

	Affordable/ Workforce	Market Rate	Total
1-Bedroom	15	10	25
2-Bedroom	133	50	183
3-Bedroom	147	60	207
4+Bedroom	15	10	25
Total	310	130	440

This demand forecast includes units already known to the city, or in process, permitted or planned.

## Recommendations

Recommendations for facilitating the creation of new housing units in the City of Plymouth include:

- 1. Development of new single family owner-occupied housing units on identified sites.
- 2. Development of new multifamily housing units on identified sites.
- 3. Promote SCEDC Projects.
- 4. Support Plymouth Housing Authority in funding search to develop more units.
- 5. Develop the housing construction labor force by partnering with Plymouth High School's Building Construction program.
- 6. Implement zoning code changes as recommended in the Comprehensive Plan.
- 7. Ensure utilities, zoning and possible annexations are available to new housing sites.
- 8. Support home buyer education.
- 9. Create a developer toolkit.
- 10. Market new opportunities to developers and new housing developments to the community.

# **Document Review**

As a part of this housing study, a thorough review of existing documents intended to guide the City was conducted. Two documents, the latest Comprehensive Pan and a community wide Strategic Plan were examined for content related to the housing landscape. What follows is a review of those documents.

## 2022-2042 Comprehensive Plan

**Community Survey** 

As part of the comprehensive planning process, Bay Lakes Regional Plan Commission surveyed residents on numerous community topics including housing. The results of the full survey were incorporated into the Comprehensive Plan. Two questions in particular are relevant to this housing study. One question asked respondents age, the other was related to the quality of housing in Plymouth. Both questions are listed below for context. Of those that responded to the survey, 88% were homeowners and 85% owned a single-family home. The majority of the respondents, however, were 41– 60 years of age and felt that the quality of the existing housing stock was adequate to excellent. Housing affordability and more housing options ranked near the top of the city's priority list.

Figure 1. How old are you?

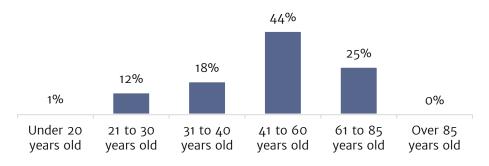
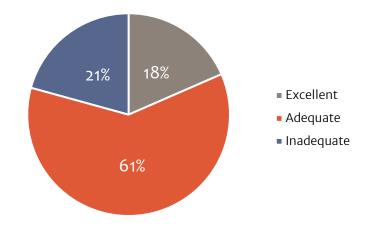


Figure 2. The quality of housing in Plymouth is:



Number of respondants: 222

The Comprehensive Plan was reviewed for insight into housing as it relates to the rest of the community. Goals and objectives were set for multiple areas across the community. Listed below are goals and objectives from the Comprehensive Plan related to Housing and Land Use.

7

### Comprehensive Plan Housing Chapter

# Goal: Provide safe, affordable housing for all Plymouth residents.



#### Objectives:

- Provide a range of housing sites in the City of Plymouth that meet the needs of persons of all income levels and of all age groups and persons with special needs.
- Identify the availability of land for the development or redevelopment of low-income and moderate-income housing.
- Encourage the maintenance or rehabilitation of the City of Plymouth's existing housing stock.
- Encourage mixed housing neighborhoods that provide a range of housing types, densities, and costs, which maintain the predominantly single-family character of the community.
- Locate essential community facilities such as schools, churches, libraries, and community centers in strategic locations that provide convenient access to residential neighborhoods.
- Design neighborhoods that are well-served by sidewalks, bicycle routes, and other non-motorized transportation facilities.
- Encourage landowners to make suitable undeveloped areas available for new residential development as the need arises.
- Create attractive and safe neighborhoods that are well-served by essential municipal services and facilities (sanitary sewer, municipal water, stormwater management facilities, police, fire, etc.).

#### Comprehensive Plan Land Use Chapter

#### Goals Related to Residential Development:

- Enhance and maintain neighborhoods in the City of Plymouth.
- Enhance and maintain the City's downtown area.
- Preserve and establish visually attractive development.

Objectives Related to Residential Development:

- Ensure that conflicts between future and existing neighboring land uses are minimized with logical land use transitions and buffer-yards.
- Strive to achieve a desirable balance and distribution of land uses.
- Promote redevelopment of lands with existing infrastructure and public services and the maintenance and rehabilitation of existing residential, commercial, and industrial structures.
- Design livable neighborhoods in Plymouth that are pedestrian and bicycle oriented and where possible.
- Whenever feasible, discourage high traffic volumes and speeds in residential neighborhoods.
- Develop and enforce property maintenance codes and outdoor storage codes to maintain neighborhood quality.
- When appropriate, design new neighborhoods so that they are centered around civic spaces such as parks, schools, churches, monuments, and similar features.
- Provide for mixed use development in the downtown area.

- Encourage rehabilitation, redevelopment, and infill development of older areas in the downtown in a manner which respects Plymouth's character, is compatible with surrounding uses, and improves overall appearance.
- Work to implement the guidelines/standards of the Downtown Design Strategy (2022) in the downtown planning area for buildings, landscaping, signage, building materials, and parking lots.

Listing goals and objectives from the Comprehensive Plan sets the stage for the research done for this housing study. It is important for this study to be informed by the work that has gone on in the recent past to formulate the Comprehensive Plan.

From the Comprehensive Plan Implementation Chapter, the following tactics were recommended as they related to housing and land use.

#### Comprehensive Plan Implementation Chapter

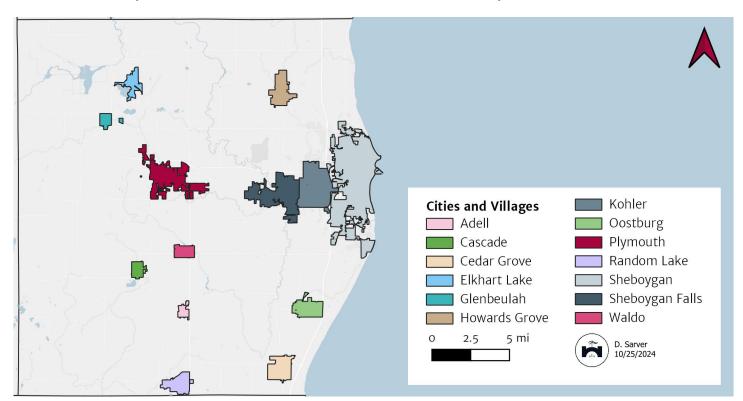
Exhibit 53. Action Plan, Plymouth, 2022 to 2042

ACTION	PRIORITY
Housing	
• Evaluate methods to educate the public on the need for affordable housing types (e.g., manufactured housing communities, multifamily housing, and government-subsidized housing) to address concerns about these housing types as well as stereotypes.	Ongoing
• Develop and implement a system to monitor Plymouth's supply of buildable residential land every two years. The purpose of this process is to ensure the community has enough land zoned to accommodate development of a range of housing types (from single-family on up to multifamily housing).	Near-term
• Evaluate allowing cottage housing in clusters in one or more of Plymouth's residential zoning districts. Cottage cluster housing includes group(s) of four to 12 small single-family dwellings clustered around and facing a common green space or courtyard.	Mid-term
$\cdot$ Evaluate allowing nursing homes and assisted living facilities as a permitted use in the R-4 zoning district.	Near-term
• Evaluate and possibly relax setback requirements in the R-4 zone to provide developers with more flexibility when establishing site plans.	Near-term
• Identify and lower barriers to mixed-use development that includes residential development in commercial zones or in a possible new mixed-use zone.	Ongoing
• Identify surplus publicly-owned properties that could be used for affordable housing. If a property is identified, evaluate partnership models to catalyze the development of well-planned and well-designed affordable housing on this site.	Near-term
• Evaluate opportunities for a tax abatement program to promote development of affordable multifamily housing.	Mid- to Long- term
• Develop an expedited review process for development of affordable housing projects that target housing affordability at 100 percent of median family income or less.	Mid-term
• Identify areas in Plymouth's extraterritorial areas where infrastructure planning could take place to support new residential development.	Mid- to Long- term

Potential updates to the Comprehensive Plan	Upon review of the goals and objectives relevant to housing that are presented in the Comprehensive Plan, Redevelopment Resources believes they are appropriate and on target for the needs of the community. The Housing Implementation tasks are on target as well.					
	The future land use map shows the Steinhardt Farm as commercial. If that site is truly a housing opportunity, then the future land use map should be updated to reflect that future use as housing.					
	The existing zoning ordinance should be updated per the recommendations in the comprehensive plan.					
2023-2026 Strategic Plan	In 2023, the city underwent a strategic planning process in which the vision, mission and values were updated and four strategic goals were created:					
	Efficient Operations					
	Financial Sustainability					
	Enhanced Quality of Life					
	Workforce Recruitment and Retention					
Vision	A friendly small town where everyone wants to be! In Plymouth, all are connected, cared for, and able to thrive in a beautiful, safe community that values opportunity and a high quality of life for all.					
Mission	Our mission is to support a high quality of life for the city and build long- term sustainability for the future. We continually improve by engaging our community, leveraging partnerships, and maintaining high quality staff to provide our community with safe and cost-effective services.					
Values	Respect: We treat others like we want to be treated.					
	Integrity: We honor our commitments in our words and actions.					
	Safety: We prioritize the wellbeing of all in our community.					
	<ul> <li>Community: We work on behalf of everyone and treat everyone like family.</li> </ul>					
	• Honesty: We value truth and transparency in our interactions.					
	• Openness: We listen to what others have to say.					
	• Fun: We enjoy the work we do together.					
	Innovative: We are open to new ideas and ways of doing things.					
Key Take-aways	Housing was a topic of focused discussion. There are concerns that there are not enough housing options for the middle class and there is a gap between apartments and luxury housing. If Plymouth wants to attract and retain workers, there needs to be housing available that suits their needs and budgets. Two initiatives were recommended to this end:					
	Develop Comprehensive Housing Strategy					
	Develop Residential Key Sites Marketing Plan					
	This document review sets the stage by aligning existing documents with future strategies around housing policy, programs and projects.					

# Market Area Definition

The City of Plymouth is in Sheboygan County, Wisconsin. This study examines the housing market within the jurisdictional boundaries of the City to better aid decision-makers in the needs of the community within their control.



# Stakeholder Engagement

### Interviews

Interviews were conducted with business and community leaders to understand what affect housing has, if any, on a company's ability to hire and retain workers, as well as what type of housing product is most needed to support the needs of the workforce (and others) in Plymouth.

Companies and organizations interviewed included:

- Johnsonville
- Sargento
- Toro
- Sartori
- Plymouth Industries
- Road America

- Safety Fresh Foods
- Masters Gallery Foods
- Chamber of Commerce
- Plymouth School District
- Plymouth Housing Authority.

From these companies, it was reported that:

- There are currently over 175 open positions
- Some recruiting is seasonal, but others are planning long-term expansions.
- Nearly across the board it was reported that entry-level employees are more likely to live and work in Plymouth and the surrounding area, but few supervisory and upper management employees currently live in the community.
- One local company reported most of their employees live in Plymouth, including management and supervisors. That company relocates people to Plymouth, and in the past two years they have averaged 15 people each year. It is becoming increasingly difficult for them to find housing in the community.
- Candidates have been lost due to lack of housing that is affordable for their price range.
- Many employers stated their employees would like single-family homes, but they would need to be priced between \$180,000-\$250,000 for them to be able to afford a home. The SCEDC program is opening opportunities for first time homeowners, which is helpful to many employers. However, although the SCEDC homes are being sold at cost, the new single-family homes constructed for over \$300,000 are still out of reach for many homebuyers.
- Most front-line employees, and young single professionals are looking for rental housing.
- It was reported there wasn't much available for less than \$1,000/ month. Housing affordability is an issue for lower-paid employees.
- One employer suggested a dormitory-like rental opportunity for people just starting out, or on the lower end of the pay spectrum, or something that could be leased in the \$600-\$800/month range.
   Other employers expressed the need for new market-rate multifamily housing.
- One employer stated the #1 problem is price. What is most needed is new multifamily housing and duplexes which people in the workforce can afford.
- Education for homeownership is much needed, so people understand the process of buying a home and taking out a mortgage.

# Economic and Demographic Factors

Household growth, employment, and income drive housing development demand. When there is a net increase in migration to a community, those new households will need a place to live. Employers expanding operations will need to attract employees with available housing. Existing residents within a community "climbing the corporate ladder" will also likely desire to upgrade their housing choices. The following sections explore the trends within each of these drivers.

Key Takeaways:

- Natural household growth will result in an increase of 84 184 households over the next ten years. (This exclude potential new employment growth.)
- Compared to the county and the state, the proportion of residents with a college education is lower, which may influence income levels and housing affordability.
- The labor market remains tight at 2.5% unemployment and more than one-third of Plymouth employees commute 10-30 miles.
- Production is the dominant occupation of Sheboygan County residents. However, only Management and Computer & Mathematical Occupations provide a living wage for two working adults with two children.

# Household Trends and Projections

Household growth trends are used to develop projections for future community needs including housing. Assuming the City of Plymouth grows at a compound annual household growth rate between 0.2% (conservative growth scenario) and 0.45% (high growth scenario), the number of households within the city is estimated to grow to between 4,110 and 4,210 by 2032. This would be an increase of 84 to 184 households over the next ten years based on household growth trends alone.

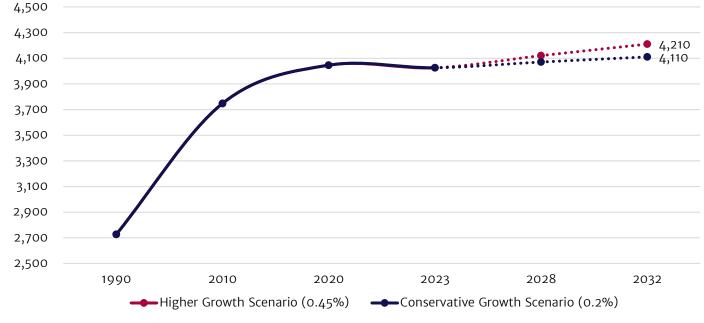


Figure 3. City of Plymouth Household Projections (2020-2032)

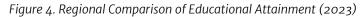
Data Sources: ESRI Community Profile; U.S. Census Bureau; Redevelopment Resources.

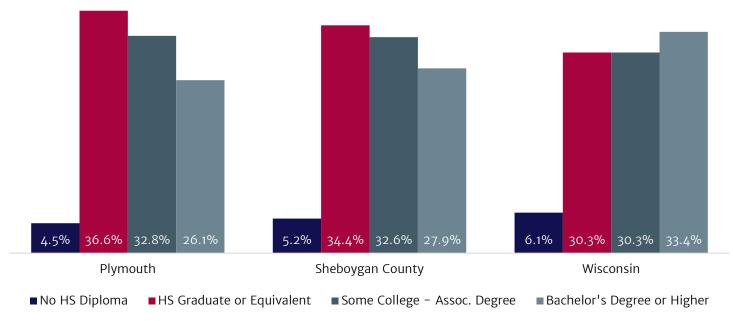
# Employment Trends and Characteristics

**Educational Attainment** 

Educational attainment is a metric that potential employers use to gauge the skill level of the local talent pool. It is also one of several determinants of potential income for the employee. Income, furthermore, determines how affordable housing is for the household (which will be discussed in more detail later in this document).

The dominant level of educational attainment of residents in Plymouth is that of a high school diploma or equivalent. This is a higher proportion of the population compared to Sheboygan Couty overall and the State of Wisconsin. Additionally, there is a lower share of the population that have a college education compared to the county and state.



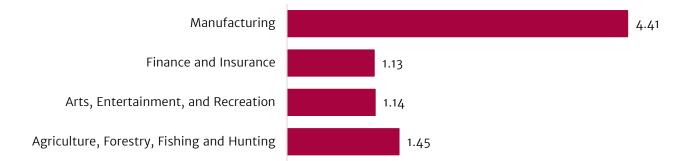


Data Source: ESRI Community Profile.

### Employment by Industry

#### Plymouth's economic strengths

The Location Quotient analysis is a means by which concentrations of groups (such as industries) in a selected geographical area are compared against employment numbers per industry in a broader geographical range. Generally, industries with a Location Quotient (LQ) greater than one and employment growth are considered vital to the local and regional economy. (More information about location quotients may be found in Appendix B.) Within the Sheboygan MSA (Sheboygan County), industries with LQs greater than one are Manufacturing (4.41); Agriculture, Forestry, Fishing and Hunting (1.45); Arts, Entertainment, and Recreation (1.14); and Finance and Insurance (1.13). Sargento Foods is Plymouth's largest employer with over with over 2500 employees throughout all facilities. Other large, private-sector employers include Sartori Cheese, Great Lakes Cheese, Toro, and Master's Gallery.

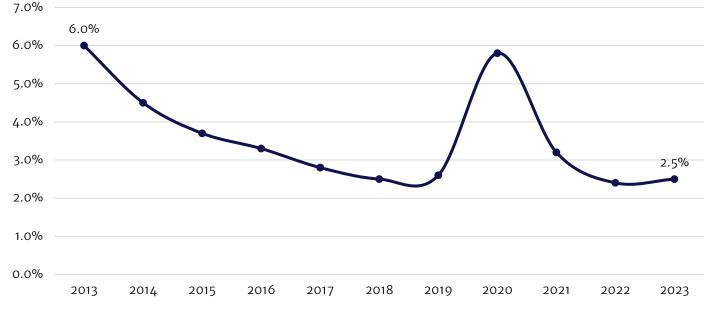


Data Source: Lightcast Industry Table Q4 2023 Data Set retrieved January 2024 provided by Bay-Lake Regional Planning Commission.

#### Unemployment

The unemployment rate within the Sheboygan MSA has been steadily declining from 6.0% in 2013 to 2.5% in 2023. The rate did spike in 2020 due to COVID-19 but has since returned to its trajectory.

Figure 6. Sheboygan MSA Unemployment Rate Trends (2013–2023)



Data Source: Bureau of Labor Statistics, Local Area Unemployment Statistics; Redevelopment Resources.

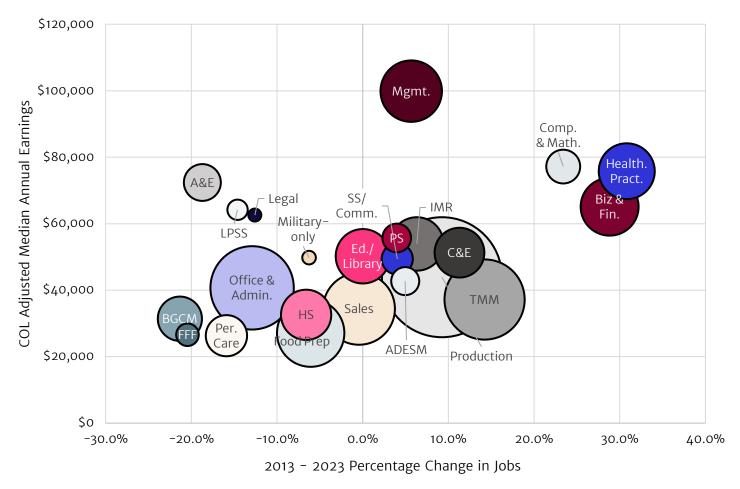
Income

The U.S. Department of Housing and Urban Development (HUD) divides household incomes relative to the HUD Area Median Family Income (HAMFI) to gauge housing affordability at all income levels and number of persons per household. The HAMFI for the Sheboygan MSA for a four-person household is \$86,800. Of the occupations growing in Sheboygan County, only Management occupations has an annual wage greater than the median annual wage.

It's important to examine the wage rates of occupations and the growth rates of those occupations over time. Figure 7 not only considers these factors, but also the bubble size indicates the number of jobs in those occupations in 2023. The x-axis indicates growth or decline in those occupations from 2013 to 2023, while the y-axis indicates the annual median earnings adjusted for cost of living.

Figure 8 adds an additional layer by demonstrating the wages required to provide a living wage for two adults with children. In one scenario, both adults are working while the second scenario demonstrates the wages needed to support the family on a single income. This has implications for the types of housing affordable for various household configurations. (For more information regarding MIT's Living Wage Calculator methodology, please visit: https:// livingwage.mit.edu/pages/methodology.)

Figure 7. Sheboygan MSA Occupations by Earnings and Change in Jobs (2013–2023)



Data Source: Lightcast Industry Table Q4 2023. Data Set retrieved January 2024 provided by Bay–Lake Regional Planning Commission; Redevelopment Resources. Data Note: the size of the bubbles is an indication of the number of jobs the occupation has in the MSA.

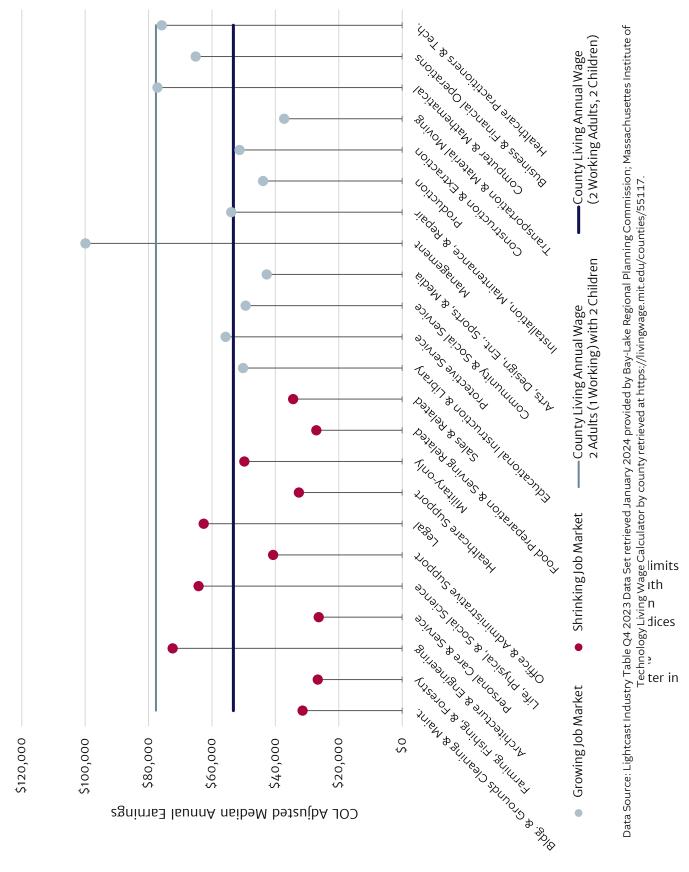
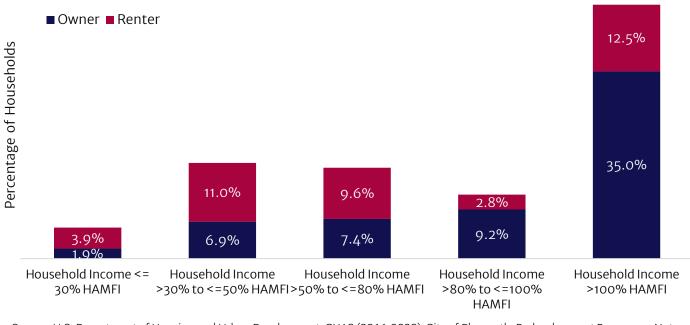


Figure 8. Earnings Comparison by Occupation, Job Growth, and Living Wage (2023)

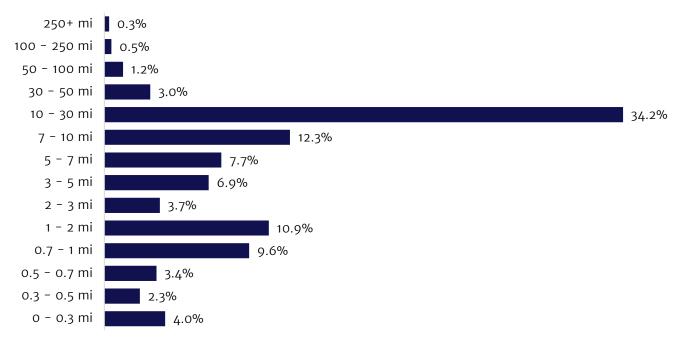


Source: U.S. Department of Housing and Urban Development, CHAS (2016-2020), City of Plymouth; Redevelopment Resources. Note: FY 2023 Area Median Family Income is estimated to be \$86,800.

#### **Commuting Patterns**

Many factors influence a household's decision on where to live relative to where it works, including the location of a partner's employer, quality of the school district, cost of housing, and transportation. Over a third of the employees working within the city limits live 10–30 miles of the city (34.2%).

Figure 10. Plymouth Employee Commute by Distance (mi.)

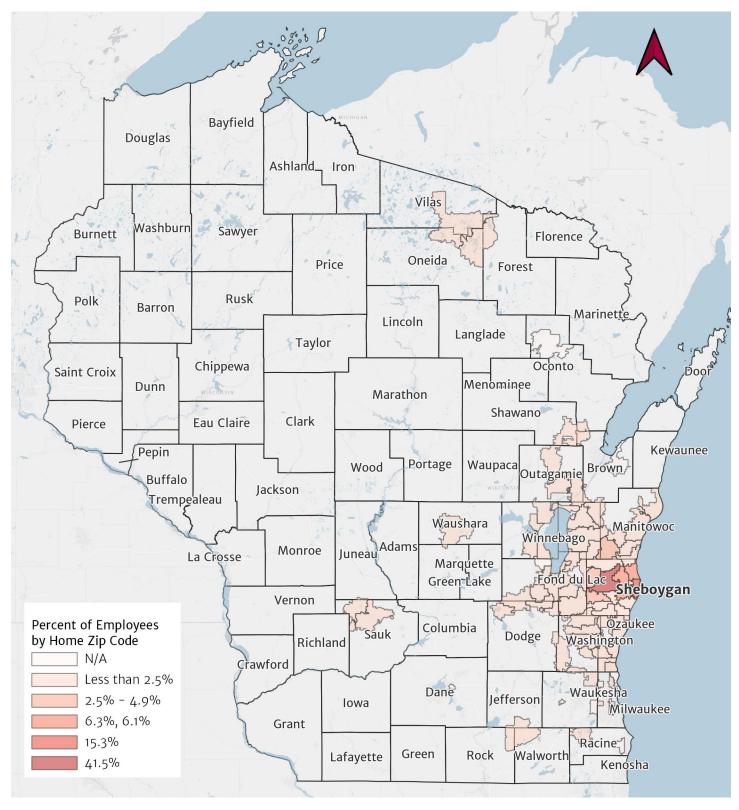


#### Percent of Employees

Data Source: Placer.ai, Employees by Home Destination, Jan. 1, 2023 – Dec. 31, 2023, with a minumum of 30 visits, and visits over 10 min. in duration.

The following map illustrates where employees who work in the City of Plymouth live. Whether or not people would live in Plymouth if housing was available is not something we can discern from the data but providing more housing options would mean more options for current and future employees.

#### Plymouth Employee Commuter Shed Map



# Housing Supply Analysis

An analysis of the housing supply identifies construction and/or demolition trends over time, the type of housing that is constructed, available, and the cost of that housing. When compared to demographic trends, this analysis provides an additional facet to understanding whether supply has kept up with demand and the cost of housing by type.

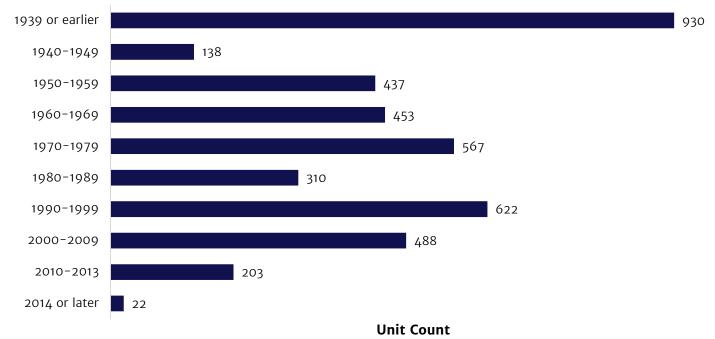
Key takeaways:

- Construction of housing has been declining since 1990, however, household growth has been increasing.
- The housing stock in the city is dominated by single-family, owner-occupied housing.
- A healthy vacancy rate provides greater flexibility for current residents to right-size their housing choices and invite new residents into a community. Plymouth's current vacancy rate is low.

## Age of Housing Stock

Decision-makers may want to consider the age of the housing stock when contemplating the types of programs and policies to implement for rehabilitation purposes. According to the American Community Survey 5-year estimate in 2022, of the 4,170 housing units, nearly 930 (22.3%) were built before 1939.





Data Source: American Community Survey 5-Year Estimates, Housing Characteristics.

## Unit Types and Tenure

It is important to note the difference between the density of units and the type of tenure. Density refers to the building mass (e.g., single-family, duplex, quadplex, etc.). Tenure refers to whether the unit is owned or rented by the occupant. Zoning codes and ordinances regulate the type of density permitted, while covenants dictate whether a property may be leased, and ordinances for landlords.

More than 71.6% of the current housing stock are single-family or two-family residences. Owner-occupied units make up 62.2% of the existing housing stock, while 32.7% are renter-occupied. Compared to the county and the state, Plymouth's vacancy rate in 2023 was very low according to Esri and may be even tighter in 2024 based on local knowledge and other data sources discussed later in the report.

Arthur Nelson, author of <u>Planner's Estimating Guide: Projecting Land–Use</u> <u>and Facility Needs</u>, states "Some amount of vacant residential units is needed to facilitate the free movement of population and choice of reasonable alternatives. The number of vacant units, usually expressed as a percent of total habitable units, caries by such things as growth rates and tenure characteristics of renters and buyers." Based on best practices and household growth projections, Redevelopment Resources recommends an owner– occupancy vacancy rate of 1–2% and a rental vacancy rate of 4–5% for a combined vacancy rate of 5–7%.

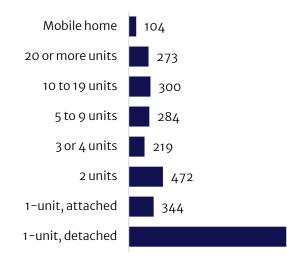
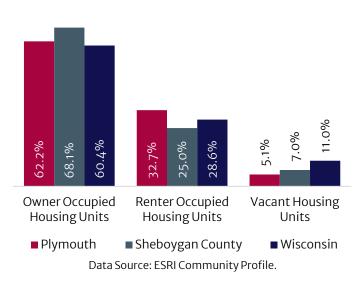


Figure 12. Housing Units by Type (2022)

Data Source: American Community Survey 5-Year Estimates, Housing Characteristics.

2,174

Figure 13. Regional Housing Tenure Comparison (2023)



#### Median Home Value

According to ESRI, the median home value as of 2023 is \$219,098. By multiplying the income levels by 3.36 to simulate an affordable home mortgage loan, like a Federal Housing Administration low down payment mortgage product, a household with the HAMFI of \$86,800 could afford a home valued at \$291,600 or less. Therefore, a family with a median income can afford a median-priced home in Plymouth, if it is available. (This is discussed further in subsequent portions of this report.)

## Single-family Housing Sale Trends

Metrics used to analyze for-sale market trends include the number of units listed, units sold, changes in median sale price, and average days-on-market (DOM). While the number of new listings has trended up over the last two years, the number of single-family homes sold during that same time period has trended down. Those listings, however, are being marketed for shorter and shorter periods of time. The median sales price is also trending up. Cumulatively, these factors indicate a tightening market in Plymouth.

Figure 14. New Single-Family Listings (Aug. '22-July '24)

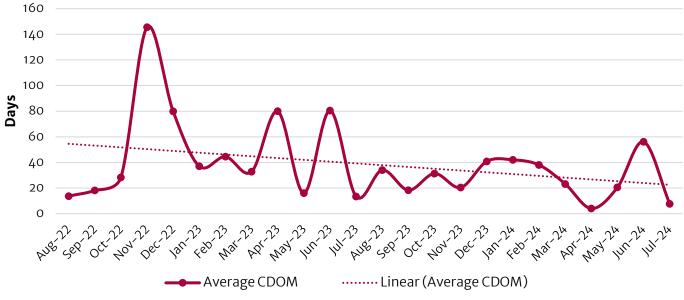


Data Source: Pleasant View Realty, Kristine Hartmann, Realtor. Data Note: Listings are for Zip Code 53073.



Figure 15. Single-Family Listings Sold (Aug. '22-July '24)

Data Source: Pleasant View Realty, Kristine Hartmann, Realtor. Data Note: Listings are for Zip Code 53073.



Data Source: Pleasant View Realty, Kristine Hartmann, Realtor. Data Note: Listings are for Zip Code 53073.



Figure 17. Single-Family Listings Median Sale Price

## **Multifamily Rental**

Using Apartments.com to periodically check on the availability of units from June 2024 – August 2024, the highest count of units available was four. As of Aug. 13, 2024:

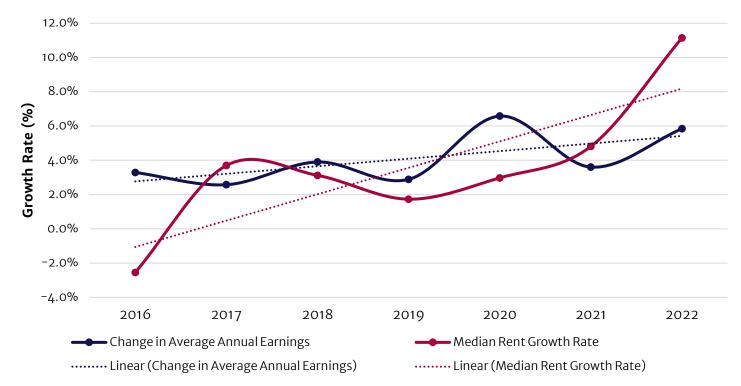
- 1. 1 BR, 0.5 BA, 550 SF apartment for \$600/mo.
- 2. 2 BR, 2 BA, 900 SF apartment for \$900/mo.
- 3. 3 BR, 1 BA, 1,500 SF apartment for \$1,800/mo.
- 4. 4 BR, 2 BA, 1,800 SF home for \$3,300/mo.

A healthy vacancy rate for rental units in the community is 4-5%. Acknowledging that not all rental units are listed on a service like Apartments. com, and through conversations with various knowledgeable sources, Redevelopment Resources believes that Plymouth's vacancy rate at the time for rental housing was below this threshold.

Median RentAccording to the American Community Survey, in 2022, the median rent in the<br/>city was \$848/month. According to Apartments.com, as of August 2024, the<br/>average apartment rent in Plymouth, WI is \$411 for a studio (600 square feet),<br/>\$537 for one bedroom (574 square feet), \$925 for two bedrooms (1,010 square<br/>feet).

Since most Plymouth residents work in the Sheboygan MSA, a comparison of changes in median rent and average hourly wages was examined. As the following chart demonstrates, the change in annual pay is not keeping pace with the changes in median rents. This hints to the potential housing cost burden of residents now and into the future. More about this will be discussed in chapter seven.

Figure 18. Growth Rate Comparison of Plymouth Median Rent and Sheboygan MSA Average Annual Earnings (2016–2022)



Data Source: U.S. Bureau of Labor Statistics, State and Area Employment, Hours, and Earnings, Not Seasonally Adjusted, Total Private; American Community Survey 5-Year Estimates, Housing Characteristics; Redevelopment Resources.

# Housing Needs Analysis

## Housing Affordability

Affordable housing is defined by the U.S. Department of Housing and Urban Development (HUD) as a household spending no more than 30% of its income on housing costs. Median family income is calculated by HUD for each jurisdiction to determine Fair Market Rents (FMRs) and income limits for HUD programs.

The following table contextualizes the realities of employees in particular occupations in Sheboygan County, the established FMRs by HUD, the estimated incomes needed to afford those units, and the number of available units as of August 13, 2024, on Apartments.com.

Occupation	Employment Annual med			Unit Type	Units Available	
	(1)	wage <sup>(2)</sup>	FMR	Affordable	By Size	By Size & FMR
Dining Room and Cafeteria Attendants and Bartender Helpers		\$21,300 -				
Bartenders; Dishwashers; Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	850	\$23,880		None	N/A	N/A
Driver/Sales Workers						
Floral Designers						
Amusement and Recreation Attendants						
Waiters and Waitresses						
Shuttle Drivers and Chauffeurs	3,860	\$24,960 - \$28,560	\$647	Studio	0	0
Fast Food and Counter Workers		. ,2				
Veterinary Assistants and Laboratory Animal Caretakers						
Animal Caretakers						
Cashiers						
Cooks, Short Order; Food Preparation Workers; Food Servers, Nonrestaurant						
Couriers and Messengers						
Recreation Workers						
Exercise Trainers and Group Fitness Instructors						
Laundry and Dry-Cleaning Workers						
Childcare Workers						
Janitors and Cleaners; Maids and Housekeeping Cleaners		\$28,730 -				
Hotel, Motel, and Resort Desk Clerks	5,820	\$34,510	\$781	1 BR	1	1
Order Clerks						
Home Health and Personal Care Aides						
Retail Salespersons						
Stockers and Order Fillers						
Library Technicians	]					
Sewing Machine Operators						
Merchandise Displayers and Window Trimmers	]					

Figure 19. NLIHC Occupations by Affordable and Available Units Table

Occupation		Annual median	FY24	Unit Type	Units Available	
	(1)	wage <sup>(2)</sup>	FMR	Affordable	By Size	By Size & FMR
Cooks, Institution and Cafeteria; Cooks, Restaurant; Bakers; First- Line Supervisors of Food Preparation and Serving Workers						
Slaughterers and Meat Packers; Butchers and Meat Cutters						
HelpersInstallation, Maintenance, and Repair Workers						
Teaching Assistants, Except Postsecondary; Preschool Teachers, Except Special Education; Bus Drivers, School; Self-Enrichment Teachers						
Nursing Assistants; Phlebotomists; Pharmacy Technicians; Medical Secretaries and Administrative Assistants; Veterinary Technologists and Technicians; Emergency Medical Technicians						
Packers and Packagers, Hand; Packaging and Filling Machine Operators and Tenders						
Automotive and Watercraft Service Attendants; Cleaners of Vehicles and Equipment; Parts Salespersons						
Miscellaneous Assemblers and Fabricators; Production Workers, All Other; Helpers – Production Workers; Prepress Technicians and Workers						
Plating Machine Setters, Operators, and Tenders, Metal and Plastic; Metal Workers and Plastic Workers, All Other						
Woodworking Machine Setters, Operators, and Tenders, Except Sawing						
Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	13,390	\$34,740 - \$45,250	\$955	2 BR	1	1
Hairdressers, Hairstylists, and Cosmetologists						
Landscaping and Groundskeeping Workers; Tree Trimmers and Pruners						
Print Binding and Finishing Workers						
Library Assistants, Clerical						
Office and Administrative Support Workers, All Other						
Security Guards						
Laborers and Freight, Stock, and Material Movers, Hand						
Office Clerks, General; New Accounts Clerks; Counter and Rental Clerks; File Clerks; Receptionists and Information Clerks; Information and Record Clerks, All Other; Tellers						
First-Line Supervisors of Housekeeping and Janitorial Workers						
Rehabilitation Counselors	1					
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	]					
Customer Service Representatives						
Data Entry Keyers						
Roofers						

Occupation	Employment	Annual median	FY24	Unit Type	Unit	s Available
	(1)	wage <sup>(2)</sup>	FMR	Affordable	By Size	By Size & FMR
Dental Assistants; Medical Assistants						
Food Cooking Machine Operators and Tenders; Food Batchmakers						
Light Truck Drivers; Industrial Truck and Tractor Operators; Bus Drivers, Transit and Intercity						
Machinists; Grinding/Lapping/Polishing/Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic; Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic; Structural Metal Fabricators and Fitters; Mixing and Blending Machine Setters, Operators, and Tenders; Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic						
Electrical, electronic, and electromechanical assemblers, except coil winders, tapers, and finishers						
Inspectors, Testers, Sorters, Samplers, and Weighers						
Computer Numerically Controlled Tool Operators						
Printing Press Operators						
Shipping, Receiving, and Inventory Clerks	8,880	\$45,580 - \$49,620	\$1,235	3 Bedroom	1	0
Bookkeeping, Accounting, and Auditing Clerks						
Automotive Body and Related Repairers; Automotive Service Technicians and Mechanics	]					
Construction Laborers; Painters, Construction and Maintenance						
Graphic Designers						
Ophthalmic Medical Technicians						
Mental Health and Substance Abuse Social Workers						
Billing and Posting Clerks						
Loan Interviewers and Clerks						
First-Line Supervisors of Personal Service Workers						
Coaches and Scouts						
First-Line Supervisors of Retail Sales Workers						
Meeting, Convention, and Event Planners						

Data Source: U.S. Bureau of Labor Statistics Occupation and Employment Wage Statistics for Sheboygan, WI MSA (May 2023); National Low Income Housing Coalition; Apartments.com; Redevelopment Resources.

<sup>(1)</sup> Estimates for detailed occupations do not sum to the totals because the totals include occupations not shown separately. Estimates do not include self-employed workers.

<sup>(2)</sup> Annual wages have been calculated by multiplying the corresponding hourly wage by 2,080 hours. Benefits are not included within the wages shown.

Hypothetically, if three employees from across the spectrum of jobs, front-line to professional were each looking for a one-bedroom apartment to rent in Plymouth on August 13, they would each be in competition for the one available unit.

The two others would then have two choices:

- 1. Lease an unaffordable two-bedroom unit.
- 2. Compete with those that can only afford efficiency units if any were available, which there were not.

When there is such a limited inventory of housing available, residents end up in a unit that is either above or below the level appropriate for their income, making that unit unavailable for a tenant that could be a more appropriate match for it, from an income perspective.

Those spending more than 30% of income on housing are considered cost-burdened and those spending more than 50% of income on housing are considered severely cost-burdened.

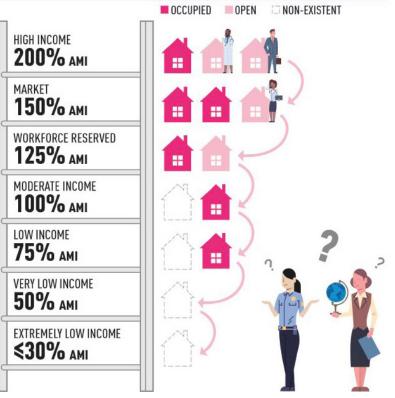
The following tables detail the income limits for multi-family tax subsidy projects within the Sheboygan MSA and identify the City of Plymouth households by tenure (renter or owner), income level, and degree of cost-burden. Both renter and homeowner households with incomes less than or equal to 50% HAMFI are the largest group experiencing severe cost-burden. (HUD uses several formulas to calculate floors or ceilings. For detailed explanation and calculations as to how the following were derived, please see Appendix B – Methodology.)

# THE HOUSING LADDER WHEN THERE AREN'T ENOUGH HOMES,

# EVERYBODY Competes for What's Available.

- SIGHTLINE INSTITUTE

## INCOME LADDER HOUSING STOCK



#### Figure 20. FY 2024 MTSP Income Limits Table

FY 2024 MTSP Income Limit Area	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	80%	\$48,640	\$55,600	\$62,560	\$69,440	\$75,040	\$80,560	\$86,160	\$91,680
	70%	\$42,560	\$48,650	\$54,740	\$60,760	\$65,660	\$70,490	\$75,390	\$80,220
	60%	\$36,480	\$41,700	\$46,920	\$52,080	\$56,280	\$60,420	\$64,620	\$68,760
Sheboygan, WI MSA	50% (Very Low)	\$30,400	\$34,750	\$39,100	\$43,400	\$46,900	\$50,350	\$53,850	\$57,300
	40%	\$24,320	\$27,800	\$31,280	\$34,720	\$37,520	\$40,280	\$43,080	\$45,840
	30%	\$18,240	\$20,850	\$23,460	\$26,040	\$28,140	\$30,210	\$32,310	\$34,380
	20%	\$12,160	\$13,900	\$15,640	\$17,360	\$18,760	\$20,140	\$21,540	\$22,920

NOTE: Very low-income (50% Income Limits) calculations published by HUD are used as the basis for determining the full range of income limits for minimum set-aside tests.

Figure 21. HUD Cost Burden Percentage of Renters and Owners Table

	Rente	rs Only	Owners Only		
	Cost burden >30% <50%	Cost burden > 50% (pct.)	Cost burden >30% <50%	Cost burden > 50% (pct.)	
Household Income <= 30% HAMFI	4.8%	2.9%	1.0%	1.3%	
Household Income >30% to <=50% HAMFI	14.0%	5.4%	2.7%	1.9%	
Household Income >50% to <=80% HAMFI	5.1%	0.0%	1.3%	0.6%	
Household Income >80% to <=100% HAMFI	0.0%	0.0%	3.3%	0.2%	
Household Income >100% HAMFI	0.0%	0.0%	0.6%	0.0%	
Total	23.8%	8.3%	9.0%	3.9%	

Data Source: U.S. Department of Housing and Urban Development (HUD) CHAS (2016-2020), Redevelopment Resources. Data Note: The median family income set by HUD based on a four-person household is \$86,800.

Methods of addressing the shortage of available and affordable units are discussed in the "Implementation and Recommendations" section of this report.

# Demand Forecast

There are four main contributing factors to the extreme lack of housing which will feed directly into the demand facing the City now.

- Census/population (natural) growth.
- Pent up demand over the past 15+ years due to recession and subsequent damage to the residential construction and financing industries.
- Changing demographics; baby boomers aging, Generation X buying up existing stock, a very large Generation Y & Z, and seniors staying in their homes longer than ever before.
- Existing and new employer growth/hiring.

Based on census data alone, and not on local (employer/hiring information), the preliminary five-year projection for needed units is nearly 400 housing units of all types. To date, there are approximately 175 open positions in Plymouth with local employers, and throughout the county there are approximately 1,500-2,000 open positions. There is limited housing stock to provide for them.

Figure 22. Demand Factors Table

Total Unit Demand Forecast (2025-2029)				
Sum of Units built 1940-1999	2,527			
Average Number of Units built per year 1940-1999	50.5			
Expected Number of Units to be built from 2000–2022*	1,112			
Sum of Units built 2000-2022	713			
Est. pent up demand	399			
	Low	High		
New Jobs in region*	1,500	2,000		
Housing units needed to capture regional employment growth	150	225		
Housing units needed for natural household growth	104	293		
Vacancy	5%	7%		
	686	981		

Data Source: American Community Survey 5-year estimates Households and Families Table for Plymouth, WI; Redevelopment Resources.

\*Data Note: ACS has data on housing units up until 2022. Jobs were not taken into account in the total demand 1 for 1, but factored into new households at the percentage shown.

## Multi-family Rental Housing

Industry standard states that a healthy vacancy rate for rental units in a community is between 4–5%. Acknowledging that not all rental units are listed on a service like Apartments.com, and through conversations with various knowledgeable sources, Redevelopment Resources believes that Plymouth's vacancy for rental housing is well below that threshold. In a healthy market, there would need to be over 200 vacant units available at one time. As the market grows, the number of vacant units needed will also need to grow.

With the knowledge that there is significant pent-up demand for rental housing, the following demand has been derived.

#### Figure 23. Rental Demand Table

	Affordable/ Workforce	Market Rate	Total
Studio	40	22	62
1-Bedroom	56	85	141
2-Bedroom	109	90	199
3-Bedroom	99	40	139
Total	304	237	541

This demand forecast includes units already known to the city, or in process, permitted or planned.

This demand forecast includes units already known to the city, or in process, permitted or planned.

Stakeholder interviews indicated the need for multifamily housing (apartments) to provide for employees at entry-level wages, as well as market-rate housing for employees earning more than a beginning salary but not yet ready for home ownership.

### **Owner-Occupied Housing**

The baseline for a "healthy" homeowner vacancy rate of 2% is frequently cited by housing researchers, including the Lincoln Institute of Land Policy. With the knowledge that there is significant demand for new owner-occupied housing, the following demand has been derived.

#### Figure 24. Owner-Occupied Demand Table

	Affordable/ Workforce	Market Rate	Total
1-Bedroom	15	10	25
2-Bedroom	133	50	183
3-Bedroom	147	60	207
4+Bedroom	15	10	25
Total	310	130	440

This demand forecast includes units already known to the city, or in process, permitted or planned.

This demand forecast includes units already known to the city, or in process, permitted or planned.

Owner-occupied (for sale) housing can be detached, (or free-standing), or it can be attached (to another unit) in the form of duplexes, triplexes, quads, townhomes, or condos. The breakdown of attached vs. detached is as follows:

Figure 25. Single-Family Demand Table

Single-Family Detached	330
Single-Family Attached	110

Attached single-family housing is a way to meet the demand for missingmiddle housing, which can be more affordable to more people and meet the workforce's needs for for-sale housing.



By encouraging development of a variety of housing types, the community will be better able to absorb the units and have the flexibility to serve multiple ages, income levels, tastes, and preferences over time. The ability of these units to serve the market's needs long into the future is vastly improved by ensuring a wide range of options for new and existing residents.

# Options for Supporting Residential Development

The city has a variety of options at its disposal to support development of residential units. Some may work better than others and may apply to some circumstances but not all. We need to approach housing like diet and exercise, it is a mindset. A way of approaching a challenge more than a final step to a permanent solution. . . . . cities need to replace rigid systems with flexible ones. Communities "need to make room for incremental adaptation. Local housing ecosystems need to be protected and nurtured so they can reconstitute. Our cities must become complex and adaptive once more."

While there may not be a "silver bullet" to this complex issue, there are a few models that may be adapted and applied with a long-range perspective for transformative change. What follows is a list of tools available to facilitate and support residential development.

	Financial	Non- Financial	Benefits	Risks
Development Fees	Х		Plymouth could market relatively low fees	Missed opportunity, low fees comparatively
Development Toolkit		Х	Service to support small developers	No risk to the City to provide this service
TIF Affordable Housing Extension	Х		Opportunity to incent impactful projects	Could run out of funds, long wait to replenish
Plymouth Housing Authority	Х	Х	City can support HA w/ technical assistance	No risk to the City
WHEDA Programs	Х		City can leverage state fundings for projects	Minimal risks if any
Land Banking	Х		City can control development process	Possible carrying costs w/holding land
Impact Fee Reduction/Exemption	Х		City can control, use as small incentive	Potential lost revenue for City
Municipal Bond Financing	Х		Municipal-friendly terms	Debt to City, interest costs
BCPL Loan	Х		Relatively easy to obtain, favorable terms	Debt to City, interest costs
Zoning Changes and Density Bonuses		Х	Can be used to support development	Consistency, precedent setting
Inclusionary Zoning		Х	Increased affordable housing	Potential increase in development costs
Public Private Partnerships	Х	Х	Leverages partnerships, increase involvement	Minimal risks if any
Forward Fund (SCEDC)	Х		Leverages partnerships, increase involvement	Minimal risks if any

## **Development Fees**

An Impact Fee is a charge to new development for public improvements that serve that development or that type of development. - Capital Budgeting and Finance: A Guide for Local Governments, A. John Vogt, ICMA Commercial, industrial and residential development all have varying demands on municipal services; therefore, municipalities may charge developers impact fees to offset the costs of expanded public service and infrastructure needed. The methodologies used by municipalities to calculate those fees vary.

A comparison of residential fees was conducted between Plymouth, Ripon, Waupun, Two Rivers, and Kaukauna. These communities are fairly close in population size and proximity to other larger cities.

	Single-Family	Two-Family	Multifamily	
Plymouth	\$943	\$1,128		
Ripon	\$1,312	\$1,312		
Sheboygan Falls <sup>s</sup>	\$2,000	\$3,625		
Waupun^	\$2,386		\$1,682	
Two Rivers*	\$10,521			
Kaukauna <sup>!</sup>		\$5,751		

<sup>s</sup> For single-family units under 2,000 SF, the fee is \$350. For single family units 2,001-5,000 SF, the fee is \$400, and is used to calculate the total fees here. For two-family units that are less than 2,000 SF, the fee is \$450. For two-family units 2,001-5,000 SF, the fee is \$500, and is used to calculate the total fees here.

^ Stated \$2,110.08 on average for single-family permits and \$1,487 on average for multifamily units in 2021 which has the buying power of \$2,386 and \$1,682 respectively in 2024. Four single-family units and five multifamily units were built that year.

 $\ast$  Stated \$8,383 per residential unit which has the buying power of \$10,521 in 2024. Three units were built that year.

 $^!$  Stated \$3,078.82 per residential unit which has the buying power of \$5,750.92 in 2024. Ninty-nine units were built that year.

Data Sources: Plymouth Building Inspector, Ripon Building Inspector, Two Rivers Housing Fee Report (2018), Waupaun Housing Fee Report (2021), Kaukauna Housing Fee Report (2020), Bureau of Labor Statistics CPI Calculator.

Not only do Plymouth and Ripon charge the least in development fees, but they also use straightforward methods for calculating the development fees for residential development. In other words, these methods are development friendly.

Wisconsin <u>State Statute</u> 66.0617(7) permits municipalities to waive or reduce development fees by ordinance for low-cost housing in order to encourage more development of this type.

The labor market overall in the United States is shrinking and even more so in the trades. The Wisconsin Department of Public Instruction school report card now includes "Industry-Recognized Credentials" and "Work-based Learning" as part of its metrics for postsecondary preparation. To encourage future laborers into the construction pipeline several school districts have created technical education pathways that include home construction. These include:

- <u>Menasha High School</u> (Menasha, WI)
- Northwestern High School (Maple, WI)
- Amery High School (Amery, WI)

## Partnerships with High School Programs

## **Development Toolkit**

## Use of Tax Increment Financing (TIF) with Affordable Housing Extension to create Housing Trust Fund

The City of South Bend, Indiana has created a development toolkit, Build South Bend, that includes a "Sears catalog" of pre-approved small- to medium-sized housing designs for infill development in existing residential neighborhoods. These designs are intended to help fill the "missing middle" housing needs of the city as well as address the plethora of vacant residential lots. They have been designed to be affordable across all income levels and to fit aesthetically with the character of the neighborhood.<sup>1</sup>

The toolkit also includes encouraging interested developers to do their due diligence, a cost calculator template, various resources to find available property, financing resources, Build South Bend networking events and workshops, and permitting information. This streamlined process has helped create an on-ramp for small-scale developers locally.

In Wisconsin, TIF is a widely used tool. Wisconsin law allows cities to extend the life of a TIF district for one year beyond its normal closure, with the additional tax increment going directly to affordable housing. These funds can be used to support affordable, owner-occupied housing projects. This is a valuable tool for municipalities to promote homeownership. Cities can also utilize this fund as a housing trust fund. Milwaukee has established its own Housing Trust Fund. Funds like this can be used to support the development of affordable owner-occupied housing. Plymouth can adopt a similar model by dedicating local revenue (like TIF extension funds) or state and federal funds toward such initiatives.

The city has chosen to extend the life of TID #4 for one year to collect approximately \$2.6M for affordable housing programs/initiatives. For a TID extension at least 75% of the final increment must benefit affordable housing in the municipality, with the remaining portion used to support other housing development, accessibility, or rehabilitation.

TID #5 and TID #6 will close in 2028 and 2030, respectively, thus providing more opportunities to capitalize the fund noted above.

Opportunities for utilizing tax increment financing outside of the affordable housing extension would include participating in the rehabilitation and/or redevelopment of the former hospital on Reed St. as well as the property at 1111 Reed St. These redevelopment opportunities are not currently located in a TID, but an evaluation could be done to see if it would make financial sense to include them in a small tax increment district.

Other opportunities to utilize tax increment financing for residential development would be to create a mixed-use district along Hwy. 23 at the north end of Plymouth to include the Lidtke property (and possibly the Nass Property). TIF could then be a part of the funding package for development of these areas, including infrastructure and possible developer grants.

<sup>1</sup> Thomas, T. N., et. Al., (2024). Eliminating Zoning Barriers to Affordable Housing Guidebook. Smart Growth America. Pg. 58

## Plymouth Housing Authority

## Wisconsin Housing and Economic Development Authority Programs

The Plymouth Housing Authority runs a low-income housing complex, subsidized by the U.S. Department of Housing and Urban Development (HUD), where residents live independently. The facility is located at the eastern end of Reed St. and is within walking distance of banks, stores, restaurants, shopping, churches, drugstores, and other businesses. A community center is available for activities such as bingo, cards, or dice games.

The complex consists of 14 buildings subdivided into two, four, or six units. There are 34 single-occupancy one-bedroom units, 14 doubleoccupancy one-bedroom units, and two, two-bedroom units. 50 units are all on one site. All units are non-smoking. Recent renovations include residing and the installation of retaining walls.

Currently, the Housing Authority has an equal split of tenants who are elderly (62 or older) and those younger than 62. Tenants with disabilities and general occupancy are accepted.

The Plymouth Housing Authority has over 50 people/families on a waiting list. Their housing is available to low-income residents. Serving elderly and younger residents, the need for this housing is significant. The Housing Authority owns land that would be suitable for new development but would need to find new financing programs to facilitate new construction. The City could assist the Housing Authority to find federal funding to support more public/affordable housing.

The Wisconsin Housing and Economic Development Authority acts as the passthrough for many funds from the U.S. Department of Housing and Economic Development and other federal agencies such as:

- Rental Assistance (Section 8) Vouchers these are exchanged between tenant and landlord.
- WHEDA Advantage: A mortgage loan program that provides low-cost, fixed-rate loans to first-time homebuyers and other qualifying buyers. Cities can partner with WHEDA to promote these loans or provide supplemental assistance.
- WHEDA Tax Credit Programs: WHEDA also offers low-income tax credits that can be used for homeownership projects. These credits can be a crucial source of funding for developments that incorporate owner-occupied homes.
- Down Payment Assistance: WHEDA offers down payment assistance that can be combined with other municipal programs.

WHEDA has also recently introduced new programs to support the development of workforce housing:

 Infrastructure Access Loan – includes loans to governmental entities as well as loans to developers. Governmental entities and developers apply separately for these funds. Allows a developer and a governmental unit to apply for a loan to help cover the cost of installing, replacing, upgrading or improving public infrastructure related to workforce housing or senior housing. Financing is provided by WHEDA through a revolving loan fund that is subordinate to other funding sources. Developments obtaining funding through this loan are not able to also receive tax increment funding through an active TID. The interest rate in Plymouth would be 1% over a 35 year term.

- Vacancy to Vitality Program allows a developer to apply for a loan ٠ to cover the costs of converting a vacant commercial building to workforce or senior housing. Developers can apply for up to \$1 million or 20 percent of the total project cost, including land at a low-interest rate of three percent or one percent in municipalities with a population of less than 10,000 or senior housing.
- Restore Main Street Loan Program provides loan funding for building owners to cover the costs of improving housing located on the second or third floors of an existing building with commercial space on the ground level. Borrowers can apply for up to \$20,000 per housing unit or 25 percent of the total rehabilitation cost at a low-interest rate of three percent or one percent in municipalities with a population of less than 10,000.

They also have various rehabilitation and home-ownership assistance programs for existing homeowners or homebuyers. Programs are also available for developers to convert vacant and underutilized commercial properties to housing, rehab upper story commercial space into rental housing, and infrastructure costs related to workforce housing or senior housing.

Cities like Plymouth can establish land banks to acquire, hold, and redevelop vacant or underused properties. These properties can then be sold to developers at a discount or provided with incentives for the construction of workforce owner-occupied housing.

> Communities in Wisconsin that participate actively in land banking include but are not limited to Milwaukee, Madison, Brown County (Green Bay), Racine, Kenosha, Eau Claire, Wausau, and La Crosse.

> While not every community in Wisconsin has an official land banking program, the general approach involves:

- Strategic Acquisition: Acquiring properties that are tax-delinquent, vacant, or blighted, often in collaboration with county treasurer's offices or through tax foreclosure processes.
- Holding and Maintenance: Holding properties until a suitable • development opportunity arises, while maintaining the properties to prevent further blight.
- Partnerships with Developers and Nonprofits: Working with local developers and nonprofit organizations to ensure properties are redeveloped in a way that meets community needs, such as affordable housing, green spaces, or commercial development.
- Sale or Donation of Land: Selling or donating land to developers under ٠ the condition that the property be developed in line with city goals, often at reduced costs or with other incentives attached.
- Focus on Revitalization: Many land banks in Wisconsin focus on revitalizing specific neighborhoods, particularly in areas with high vacancy rates or blight.

## Land Banking

## Impact Fee Reduction/ Exemptions

## **Municipal Bond Financing**

## Board of Commissioners of Public Lands (BCPL)

## Zoning Changes and Density Bonuses

**Inclusionary Zoning** 

## Public-Private Partnerships (PPPs)

## Some Place Better/ Forward Fund

While property tax abatement is not allowed in Wisconsin, the City of Plymouth can reduce or waive impact fees for workforce housing developments. Impact fees, such as those for parks, utilities, and transportation infrastructure, are often a significant cost to developers. Reducing these fees specifically for owner-occupied housing projects that serve low- to moderate-income families can encourage more development.

Wisconsin municipalities can issue municipal bonds to finance affordable housing development. These bonds can fund infrastructure improvements or provide low-interest loans for developers building affordable owner-occupied homes.

For over 150 years, BCPL has invested in loans to municipalities and school districts for public purpose projects including economic development, local infrastructure, capital equipment and vehicles, building repairs and improvements, and refinancing existing liabilities to reduce future borrowing costs. Today BCPL is among the largest public investors in economic development projects and local infrastructure projects within the State of Wisconsin. Over the past 10 years, they have invested over \$1 billion in communities throughout Wisconsin.

Plymouth could borrow money to purchase land, install infrastructure or otherwise support housing efforts through BCPL. They are lending at between 5-5.5%, depending on the term, which can be between 2 and 20 years. They require an annual payment. Loans made on a Revenue Obligation are secured by a pledge and assignment of the revenues generated by a specific project. These revenues may include tax increments allocated to the borrower for project costs within a tax incremental district. They also do general obligation loans.

Cities can modify zoning regulations to encourage the development of owneroccupied housing by allowing higher densities or mixed-use development. In return, developers may be required to include a certain percentage of affordable units for owner-occupants.

Cities can adopt inclusionary zoning ordinances that require a portion of new residential developments to be set aside for affordable, owner-occupied housing. Developers may receive incentives such as increased density or expedited permitting in exchange for providing these units.

Plymouth can partner with private developers and non-profit organizations to create housing that meets the needs of low- to moderate-income homeowners. These partnerships may include shared funding, land donation, or joint planning efforts. One nonprofit that specializes in affordable housing development, Habitat for Humanity, is an example of an organization the city could partner with. These organizations often focus on building affordable, owner-occupied homes and can benefit from city assistance, such as land donations, grants, or technical assistance.

Sheboygan County Economic Development Corporation is working to recruit talent by highlighting the amazing amenities, lifestyle, and culture of Sheboygan County. The website provides concierge-like services for finding

housing financing, purchasing a home directly from Some Place Better, employment opportunities, and discovering all that Sheboygan County has to offer.

The Forward Fund is a not-for-profit 501(c)(4), created to help move Sheboygan County forward. Donors to The Forward Fund include Johnsonville, Kohler Co., Masters Gallery Foods, Inc., and Sargento Foods Inc. Housing barrier solutions include a new community housing development model to support the construction of new affordable housing units. The City may be able to use the Forward Fund as an intermediary for land transactions as land is acquired at a discount and the property owner is interested in taking the additional value as a donation.

This program is a financing tool that enables owners of eligible properties to finance up to 100% renewable energy, water use, energy conservation, energy efficiency, and resiliency improvements. Financing is provided by private sector funding with repayment terms that match the useful life of the improvements. Owners repay the financing through a special assessment on the improved property. Commercial-scale housing (five or more residential units on a common parcel) can use C-PACE.

The Community Reinvestment Act (CRA), enacted in 1977, requires the Federal Reserve and other federal banking regulators to encourage financial institutions to help meet the credit needs of the communities in which they do business, including low- and moderate-income (LMI) neighborhoods. Economic and community development professionals should work with local banks to help them achieve their goals for CRA through supporting borrowers in LMI neighborhoods throughout the region.

An impact investing strategy is an investment strategy that targets companies or industries that produce social or environmental benefits. For example, some impact investors seek to support renewable energy, electric cars, microfinance, sustainable agriculture, or other causes which they believe to be worthwhile. A community impact investment fund could be established which would provide a way for companies or industries to contribute to housing investment for employees, to new developments, down payment assistance funds, or other creative solutions to housing challenges in the region.

The Council of Development Finance Agencies is a national association dedicated to the advancement of development finance concerns and interests. CDFA is comprised of the nation's leading and most knowledgeable members of the development finance community representing hundreds of public, private, and non-profit development entities. Members are state, county, and municipal development finance agencies and authorities that provide or otherwise support economic development financing programs, as well as a variety of non-governmental and private organizations including bankers, underwriters, attorneys, financial advisors, and other organizations interested in development finance. CDFA houses the largest collection of development finance resources in the world and various online tools to support the industry.

### **Other Programs**

C-PACE (Property Assessed Clean Energy) Financing

### Community Reinvestment Act

### Community Impact Investing

## Council of Development Finance Agencies (CDFA)

# Recommendations

Recommendations stemming from the primary and secondary research conducted for this housing market study are made in the following categories: development of new single-family homes, development of new multifamily units, programmatic recommendations, and TIF policy for tax increment investment toward housing development.

## DEVELOPMENT RECOMMENDATIONS

Facilitate development of new single-family, owner-occupied homes

The demand analysis shows capacity in the market for approximately 450 single-family homes. Emphasis should be placed on the construction of homes affordable for most of the workforce in Plymouth. Basing housing prices on up to 140% of area median income, 314 new homes should be built for the workforce. It is understood that there are 90 units planned for construction and available to people earning 140% or less of area median income.

Another 134 homes should be constructed at market rates, available to those earning more than 140% of the area median income. This mix will provide housing options for Plymouth's supervisory and management workforce, including the C-suite.

The mix of homes constructed as single-family detached homes versus single-family attached homes could be configured at a 75%/25% split. There are numerous people who prefer duplex or townhome style ownership options.

Locations suitable for the development of single-family homes include:

- a. North of Hwy. 67 at the curve on the southwest side of Plymouth.
- b. South of Hwy. 67 at the curve on the southwest side of Plymouth.
- c. Along Fairview Drive (County Rd. O)
- d. Luedke Farms property off County Rd. E (would support commercial development along Hwy. 23)
- e. N. Pleasantview Rd. Owned by Nass Builders (15+ acres)
- f. S. Pleasantview Rd. Site
- g. Steinhardt Farm

There are a variety of ways the city can support new owner-occupied residential units. Each deal will be different, and the city should be prepared to ask the developer to prove their need if they are requesting support, particularly financial, from the city. Developments may benefit from a contribution of land, cash incentives, infrastructure, permitting and approval, zoning, promotion of the development to members of the community, and connections to employers who may have employees to house. The city should always ask the developer what their true needs are and expect to see financials on the project to back up any monetary request.

Facilitate development of new multifamily units The demand analysis shows capacity in the market for approximately 550 units of apartments for rent. There are 240 units underway between two developments. An additional 310 units should be constructed as affordable to the workforce and those making less than 120% of the area median income. This would include senior housing. It is also recommended that 10–12 units be

allocated for extremely low income and could be categorized as transitional housing.

Potential locations for multifamily housing for low- and extremely low-income individuals could include the building at 1111 Reed Street, and the former hospital on the corner of Selma and Reed Streets. There is opportunity for the Plymouth Housing Authority to construct some rental housing on the property adjacent to their current development, Quit Qui Oc Manor.

#### PROGRAMMATIC RECOMMENDATIONS

The City of Plymouth can support housing development and its related efforts by considering implementing the following:

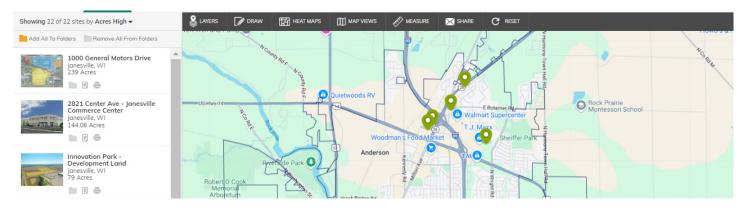
- Promote SCEDC Projects: Reach out to community stakeholders through various means to promote the development efforts of Sheboygan County Economic Development Corporation (SCEDC). Speak at Rotary, write about it in City newsletters and social media posts, mention it at City Council meetings. Employers and employees alike need to be well-informed on the housing opportunities that exist through this program.
- 2. Support Housing Authority in funding search: Support the Housing Authority with its development efforts by helping them apply for grants and other funding to develop new units for the population served by them. Leverage funding programs from the Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DECR), WHEDA, and others.
- 3. Labor Force Development: Plymouth High School has a Building Construction curriculum course that includes work on construction sites. Partner with the school district to build new homes on vacant residential lots or rehabilitate existing homes. By providing a learning opportunity for students, the community gains more skilled trade workers and may encourage students to stay local, taking pride in the buildings they contributed to.
- 4. Regulation Updates: In addition to the zoning changes recommended in the housing chapter of the newly adopted comprehensive plan, consider revising the zoning ordinances that "require" off-street parking to state the "recommended" allotment of off-street parking.
- **5. Infrastructure:** Ensure utilities, zoning, and possible annexations are available and ready for new housing subdivision development.
- **6.** Home-buyer Education: Help employers gain access to existing housing education by connecting them (through referrals) to agencies offering such education to first-time homeowners.
- 7. Create a Developer Toolkit: The toolkit should include elements of the marketing plan below as well as information and links to financing resources, and permitting information. To take the toolkit one-step further would be to create a catalog of approved housing development plans like that of South Bend, IN.

**8. Marketing and promotion:** Market new housing opportunities to developers in partnership with SCEDC, and by implementing tactics outlined in the marketing plan, below.

#### MARKETING RECOMMENDATIONS

Plymouth will need to promote opportunities for new housing development, as well as promote the new developments once they are online. Ways to market the community and its housing development efforts could include the following activities:

 Create a section of the City's website, plymouthgov.com that lists available property for housing development, both public and privately owned property. Include a description of the size of the property, its zoning, location of utilities, access, available incentives, and process for developer inquiries. Alliant Energy provides a real estate marketing tool, LOIS, to municipalities within its service territory. Work with your local energy representative to imbed this tool in the city website.



- Include sections of the website for single-family sites, as well as multifamily sites and redevelopment sites. Also include infill sites that become available when there are vacant lots in residential neighborhoods, including those listed by a realtor.
- 3. Compile a list of residential developers and proactively send emails with a link to the housing information located on the City's website (as identified above).
- 4. Include a section on the City's homepage of its website that lists the number of new housing units added to the community in the past year.
- 5. Market through SCEDC's efforts, including participation in the organization's Developer Summit. Provide full details to all available developable properties, incentives and programs offered by the City. Attend the event and follow up directly with developers who attend.
- 6. Take monthly photos of the progress of any construction. Provide updates at City Council meetings
- 7. Post development updates on the City's website and social media, so people can follow the progress of the construction and pending availability of new housing in the community.

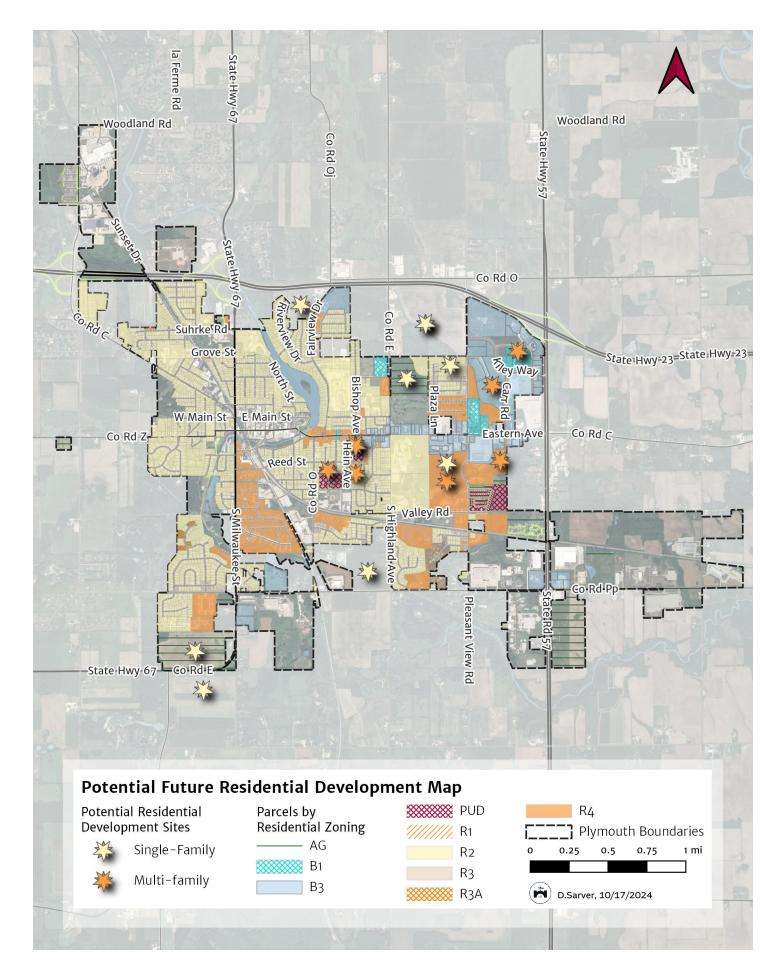
8. Create an email list with all of Plymouth's large and medium sized employers, and email news about new housing developments to the employers with a request they pass the information along to their employees.

PLYMOUTH HOUSING STUDY RECOMMENDATIONS MATRIX					
Develop New Housing Units	Current City Action	Timeframe	Responsible Party		
For Sale, Owner Occupied Housing	Development				
S. Pleasantview Rd SCEDC	Support SCEDC	Q4 2024	SCEDC, City		
North of Hwy. 67 at the curve	Market for development, create RFP	Q4 2024	City		
South of Hwy. 67 at the curve	Market for development, create RFP	Q4 2024	City		
Luedke Farms off County Rd. E	Meet with landowner, possible acquisition	Q 2 2025	City		
Along Fairview Drive (County Rd. O)	Meet with landowner, possible acquisition	Q2 2025	City		
N. Pleasantview Rd. (15+ acres)	Meet with landowner	Q2 2025	City		

For Rent, Multifamily Units				
Land owned by Plymouth Housing Authority	Meet with Housing Authority, research funding options	Q1 2025	City, Housing Authority	
1111 Reed Street	Market for redevelopment	Q4 2024	City	
Former Hospital, Selma/Reed Street	Market for redevelopment	Q4 2024	City	

Programmatic Recommendations					
Support housing authority securing funding	Meet and research, pursue funding	Q1 2025	City, Housing Authority		
Labor force development	Meet with school district	Q2 2025	School District		
Regulation updates	Schedule for plan commission agenda	Q1 2025	City, Plan Commission		
Infrastructure	Review infratructure needs	Q1 2025	Dept. of Public Works		
Home-buyer education	Market education opportunities	Q4 2024	Service providers		
Create developer toolkit	Gather information, package toolkit for online availability	Q1 2025	City, SCEDC		

Marketing Recommendations					
Enhance City's website and regularly post progress/updates	Gather information, post	Q1 2025	City admin, Website mgr.		
Email residential developers regular updates	Compile email addresses, create messages	Ongoing	City		
Market through SCEDC's efforts	Share information	Ongoign	City, SCEDC		
Post progress photos of new developments on website and social media	Take photos, post	Q4 2025	City		
Email updates on new housing to large and medium sized employers	Compile email addresses, create messages	Q1 2026	City		



44 City of Plymouth Housing Study

## **Designated Increment for Housing Development Program**

#### Background

#### Affordability Definition

The maximum program mortgage (principal and interest) payments will not exceed 30% of the household's gross income.

#### Purpose

Goal

#### Guidelines

#### Statement of Policy

Fund Availability and Allocations

The State of Wisconsin created the Affordable Housing Extension program ("AHE") to the Tax Incremental Finance law in 2009. Under this provision, cities with a Tax Increment District ("TID") that has retired its debt and paid for all its project costs can extend the life of the district for one year. The funds captured in the one-year extension must be used solely to benefit affordable housing and improve housing stock anywhere in the community. A city must use at least 75% of those tax increments to benefit affordable housing anywhere in the community. Affordable housing is defined as housing costing no more than 30% of the household's gross income. Any remaining portion of the increment shall be used by the municipality to improve its housing stock. For purposes of this policy, "housing" and "housing costs" shall be defined as the principal and interest payments of the mortgage associated with the housing unit.

The Affordable Housing Fund helps developers address the lack of housing stock available by creating affordable housing opportunities, supporting development incentives for single family and multifamily development.

The goal of the Affordable Housing Fund is to provide financial support for projects in the City of Plymouth that seek to increase the supply of safe, quality, affordable housing and facilitate long-term affordability and sustainability. In addition, the funds seek to achieve a wider dispersion of affordable housing units throughout the city.

These guidelines intend to guide the appropriate and effective use of the increment from retired tax increment districts. Due to a dynamic housing market, these guidelines may allow other applications of TID funds that meet the mission of expanding housing opportunities in Plymouth with Common Council approval.

Funding Availability – Funding will become available intermittently as TIDs close and the one-year extensions are approved by the City Council through a resolution. Allocation of proposed funding depends on maintaining the 75% affordability requirement. A record of 75%/25% allocations will be kept by city staff.

#### Single-Family Owner-Occupied Development Incentives

- 1. A maximum of \$25,000 per dwelling unit that is sold to a person meeting the HUD income limits by county for 140% or less of county median income.
- A maximum of \$15,000 per market rate unit for those units sold to buyers not meeting the definition of affordable in section III(B)(1) – Affordability. This portion of the incentive would utilize the 25% of funds not required to utilized for affordable housing.
- 3. An additional \$5,000 per unit may be considered when necessary for projects providing fully handicapped accessible units for either a. or b. above.

	<ol> <li>Maximum amount per developer: \$500,000.</li> <li>Incentive would be paid out to the developer as homes are sold if they are priced to income-qualify.</li> <li>Properties incentivized under this program would require placement of a 10-year deed restriction restricting rental of home and requiring a \$5,000 penalty if the home is converted to a rental unit. A hardship waiver may be applicable if approved by the city.</li> </ol>
Multifamily Tenant-Occupied Development Incentives	<ol> <li>A maximum of \$20,000 per unit of multifamily housing developed, provided rent is affordable at HUD income limits by county for 140% or less of county median income.</li> <li>Maximum amount per developer: \$500,000</li> <li>Project may be a mixed income project with market rate and affordable units, but incentives paid on affordable units only, unless City Council approves an equal incentive for market rate units out of TIF funds earmarked for market rate units.</li> </ol>
Developer Eligibility	<ol> <li>Projects must be located in the City of Plymouth</li> <li>Projects must meet the affordability definition in this document</li> <li>Projects must be of five or more units.</li> <li>The developer must own the land fee simple or have the land under a binding offer to purchase and plans have been submitted to the City for review/approval.</li> </ol>
	<ul> <li>Applicants should complete the Affordable Housing Fund application which includes the following elements:</li> <li>Proposed development concept with both plan view and elevations</li> <li>Experience developing affordable housing projects</li> <li>Project Description- Include the following: <ul> <li>Basic information on project sponsors and project ownership</li> <li>Project narrative - Describe how the proposed project meets the City's goals</li> <li>Design and Quality - Describe the construction of the units and the materials used</li> <li>Units by Bedroom Count and Income Levels</li> <li>Project Schedule</li> <li>Location of the site regarding proximity to schools, employment, and public amenities</li> <li>Development Budget should include financing sources and uses budget numbers and narrative</li> </ul> </li> <li>Projoect Operations <ul> <li>Operating narrative</li> <li>Proposed sale/rental prices detailed by unit size and income level</li> <li>Marketing plan for sale of homes</li> </ul> </li> <li>Organizational Capacity <ul> <li>General Ownership experience</li> <li>Personnel</li> <li>References</li> </ul> </li> </ul>

#### Evaluation of Application

- Project Description and Technical Approach the city and its staff will evaluate the applicant's approach to the project, proposed design quality, and success in understanding and meeting the city's goals and visions for residential development. Should conform with adopted plans.
- 2. Development Concept, Site Design, and Proposed Location
  - a. Strength of design concept, sensitivity to neighborhood context, readiness to proceed.
  - b. Demonstrated commitment to energy efficiency and sustainable design.
  - c. Project amenities.
- 3. Financial Soundness and Capacity to Obtain Funding for the Project the city and its staff will evaluate the financial soundness of the proposed funding plan and the developer's capacity to obtain the funding needed for the project.
- 4. Organizational Capacity
  - a. The city is seeking to invest in a developer that represents a sound, long-term investment in scarce housing resources.
  - b. The city will evaluate whether all involved parties have demonstrated the experience necessary to execute the project within budget, secure funding and operate the development over the long term.

# Appendix A - Definitions

Affordable/Affordability & Housing that is affordable to a given household is a unit that costs the household less than 30% of their gross income per month. Therefore, Cost-burdened "affordable" does not mean it is less expensive than all other housing or that it is only for low-income households - instead, it is relative to the household's income. As defined by the U.S. Department of Housing and Urban Development (HUD), those spending more than 30% on housing are considered "costburdened" and those spending more than 50% on housing are considered "extremely cost-burdened." The aging population refers to residents aged 55 and over. The aging **Aging Population** population is an important group to focus on in this housing report, as they are often on fixed incomes and have special housing needs related to their physical and cognitive abilities, which change over time. The Bureau of Labor Statistics defines employment as "Filled jobs, whether Employment full- or part-time, and whether temporary or permanent, by place of work." This is the median family income calculated by HUD for each jurisdiction, to HUD Area Median Family determine Fair Market Rents (FMRs) and income limits for HUD programs. Income (HAMFI) HAMFI will not necessarily be the same as other calculations of median incomes (such as a simple Census number), due to a series of adjustments that are made (For full documentation of these adjustments, consult the HUD Income Limit Briefing Materials). If you see the terms "area median income" (AMI) or "median family income" (MFI) used in the CHAS, assume it refers to HAMFI. Household Income Adjusted household income, which includes the income of all members of the household at the time of the survey, adjusted for inflation to reflect the most recent year of the data release (e.g. 2013 dollars in the 2009-2013 CHAS data). The term "income" is defined at 42 U.S.C. Section 1437a(b)(4) as "income from Income all sources of each member of the household, as determined in accordance with criteria prescribed by the [HUD] Secretary, in consultation with the Secretary of Agriculture." Among items included in income are: earnings from employment, including overtime pay, tips, and bonuses; payments from Social Security, pensions, or other retirement benefits; •

- disability income, including veterans disability benefits, death benefits, and insurance payments;
- unemployment compensation, disability compensation, and workers' compensation;
- Temporary Assistance for Needy Families (TANF) cash assistance (with exceptions);
- alimony and child support; and
- military pay.

## Single-Family Detached

Single-Family Attached

Vacancy

These units are occupied by a single household and have no adjoining walls with other units.

These units are occupied by a single household but may share a wall with another unit or set of units.

The ACS includes people at the address where they are at the time of the survey if they have been there or will be there for more than two months. A housing unit occupied at the time of interview entirely by people who will be there for 2 months or less is classified as "Vacant – Current Residence Elsewhere". Such units are included in the estimated number of vacant units. ESRI defines a vacant housing unit as "no one living in the dwelling, unless its occupant or occupants are only temporarily absent—such as away on vacation, in the hospital for a short stay, or on a business trip—and will be returning."

# Appendix B - Methodology

Location Quotient

The Location Quotient analysis is a means by which concentrations of groups (such as industries) in a selected geographical area are compared against employment numbers per industry in a broader geographical range. Generally speaking, industries that are calculated to have a 'high' Location Quotient (1.0+), coupled with high levels of industry employment, that industry should be considered vital to local/regional economy. Alternatively, industries with 'low' Location Quotients coupled with increasing levels of industry employment (with Living Wage potential) may indicate an emerging industry that can become vital to local/regional economy over time. Finally, industries that have either high or low Location Quotients, coupled with trends for decreasing employment (no matter the pay standard for the industry) is considered to be either: 1) a mature or declining industry that may erode the economic base of the local/ regional economy over time (high LQ + declining employment) or an industry that is not vital to the regional economy (low LQ + declining employment).

While useful, Location Quotients are not an infallible metric for determining the long-term vitality of the industry. For example, Location Quotients can be skewed 'high' for industries that are declining on a macro scale yet are able to yet maintain a local presence in the near term; alternatively, industries may be growing faster on the macro scale vs. the comparative local presence – indicating a relative loss in growth. Because of the nuances, an understanding of global, national and regional trends, coupled with on-the-ground knowledge of local industries, is central to utilizing the Location Quotient data tool effectively for economic development in a locality or region.

While not perfect, Location Quotient datasets can be useful sources as indicators for industry development, facilitating a more efficient, marketdriven approach to Cluster development. By allowing Location Quotient data to illustrate where the market has 'chosen' strong industry candidates for development, organizations and municipalities are taken out of the business of 'choosing' winners and losers – instead, they are able to synthesize statistical data with local insights in order to identify prime targets in strategy development. Thus, in addition to identifying attraction targets, organizations are better equipped to encourage the continued investment of established, growing industries.

Arguably, using this data in retaining and assisting in the continued expansion of these industries in a region is the most efficient way of utilizing resources – as any business owner knows, retaining and cultivating a strong existing customer is much easier and less expensive than attempting to attract a new one.

## Median Family Income Calculation Methodology

Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:

1. A special tabulation of Median Family Income (MFI) estimates from the 2018–2022 5-year ACS was prepared by the U.S. Census Bureau and used by HUD as the basis for calculating HUD's FY2024 MFIs. Estimates of MFI from this tabulation are used if they are determined to be statistically reliable. For FY2024, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases in this special tabulation, but rather a categorical variable known as the count indicator, indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2018–2022 5-year estimate, HUD checks whether the area has had minimally reliable estimates in at least two of the past three years (a minimally reliable estimate is an estimate where the margin of error for the estimate is less than 50% of the estimate itself). If so, the FY2024 MFI is the average of these two or three ACS estimates.

If an area has not had a minimally reliable estimate in the past two years, the estimate from the next larger encompassing geography is used. For example, sub-areas of metropolitan areas would be assigned the MFI estimate of the entire metropolitan area and for non-metropolitan counties, the estimate from all non-metropolitan portions of the State (state non-metropolitan).

- If there is a statistically reliable 2022 1-year ACS estimate of median family income available, HUD replaces the 5-year data with the 1-year data. For FY2024, the special tabulation of 2022 1-year ACS MFI estimates provided to HUD by the U.S. Census Bureau for the Sheboygan, WI MSA was statistically reliable.
- 3. Once the appropriate 2022 ACS data has been selected, an inflation factor based on the Congressional Budget Office (CBO) projection of the national CPI for FY2024 is calculated to inflate the estimate from 2022 to FY 2024. Note: The annual CPI estimate used in this calculation is sourced from the Bureau of Labor Statistics, archived available at <u>ALFRED</u> and the CPI projection is from the CBO>s February 2024 release of it's <u>10-Year</u><u>Economic Projections</u>.

MFI Step by Step Calculation

1. The following are the 2022 American Community Survey 5-year median income estimate, margin of error, and sample size category for Sheboygan, WI MSA:

Area	ACS2022 5-Year Median Income	ACS2022 5-Year Margin of Error	Ratio	Sample Size Category	Result
Sheboygan, WI MSA	\$87,694	\$2,815	\$2,815 / \$87,694 = 0.0321	6	0.0321 < .5 and 6.0 >= 4 <b>Reliable Estimate</b>

2. Since there is a 1-year 2022 ACS estimate available, the margin of error of the estimate and the sample size category are checked for reliability:

Area	ACS2022 1-Year Median Income	ACS2022 1-Year Margin of Error	Ratio	Sample Size Category	Result
Sheboygan, WI MSA	\$81,753	\$7,568	\$7,568 / \$81,753 = 0.0926	6	0.0926 < .5 and 6.0 >= 4 Use ACS2022 1-Year Median Income
		3. The calculation of	the CPI Inflation	on Factor is as foll	DWS:
,	Area	FY2024 CPI	2022 A	nnual CPI	CPI Inflation Factor
Sheboy	gan, WI MSA	310.683	29	02.613	(310.683 / 292.613)
		4. The FY 2024 med	ian family inco	me is estimated as	follows:
Area	ACS2022 1-Year Estimate	CPI Inflation Fac	ctor	FY 2024 Area	a MFI Estimate
Sheboygan, WI MSA	\$81,753	1.0618		(\$81,753 * 1.0	618) = \$86,802
		5. In keeping with H to the nearest \$10		median family inco	ome estimate is rounded
	Area	Unrounded FY 202 Estimate	4 MFI	Rounded FY 20	24 MFI Estimate
Sheboy	gan, WI MSA	\$86,802		\$80	5,800
		<i>NOTE</i> : Due to differend official FY 2024 MFI e shown may differ slig rounding.	stimates, and t	his web system, th	ne calculated value
FY 2023 Ve Income (50		The income limit calcu HUD's assisted housin		below are the sam	ne as those used for
Limits Calcu		Estimates of the 4-person Very Low-Income Limit (VLIL) for metropolitan and non-metropolitan areas are developed as follows:			
		Sheboygan, WI MS income please <u>rea</u> a preliminary 4-p median family inc made, which are c 2. <b>High Housing Co</b> less than the amo annualized two-b	50% of the me SA. For a discus <u>d here</u> . Once the erson Very Low ome) a series of detailed in the me st Adjustment ount at which 3 edroom Section	edian family incom ssion of the estima ne median family i y-Income Limit is o of considerations ro next 4 steps. : The 4-Person VL 5 percent of it equ n 8 40 <sup>th</sup> percentile	e estimated for the ted median family ncome is estimated and calculated (as 50% of equired by statute are IL is increased if it is als 85 percent of the

high in relation to median income).

- 3. Low Housing Cost Adjustment: If the 4-Person VLIL exceeds 80% of the U.S. median family income, and the two bedroom 40<sup>th</sup> percentile fair market rent is affordable (less than or equal to 30% of the preliminary VLIL), the VLIL will be reduced to the greater of 80% of U.S. median family income or the amount at which 30 percent of it equals the two-bedroom 40<sup>th</sup> percentile FMR (this adjusts income limits downward for areas of unusually high median family incomes).
- 4. **State Non-Metro Median Family Income Adjustment**: The 4-Person VLIL is also adjusted if it would otherwise be lower than 50% of the State Non-Metro Median Family Income.
- 5. **Ceilings and Floors**: Since FY 2010, HUD has not allowed income limits to decrease by more than five percent, and not allowed income limits to increase by the greater of five percent or twice the annual change in national median family income.

For FY 2023, the two most recent years of national median family income data are from the American Community Survey (ACS) in 2020 and 2021, at \$84,394 and \$85,806. However, because HUD did not use the ACS 2020 data for FY 2022 or FY 2023 Income Limits as the Census Bureau deemed it "experimental", HUD is retaining the 2019 ACS national median of \$80,944. HUD compares this to the 2021 ACS national median family income of \$85,806. This is a cumulative two-year change of 6.01%, or 2.96% on an annual basis. Two times 2.96% is 5.92%. This exceeds five percent, so the limit on increases in income limits is set at approximately 5.92%. (Note that HUD uses unrounded percentages in its actual calculations). The limit on decreases in income limits remains five percent.

6. **Family Size Adjustments:** Once the final 4-person income limit has been established, income limits for other family sizes are calculated by applying a percentage adjustment to the final 4-person VLIL. Calculation of income limits for other family sizes is straightforward. The 1-person family income limit is 70% of the 4-person income limit. The 2-person family income limit is 80% of the 4-person income limit, the 3-person family income limit is 90% of the 4-person income limit, the 5-person income limit is 108% of the 4-person income limit, the 6-person family income limit is 116% of the 4-person income limit, the 7-person family income limit is 124% of the 4-person income limit, and the 8-person family income limit is 132% of the 4-person income limit. For families larger than 8 persons, the income limit can be calculated by adding an additional eight (8) percent per person to the next lower limit. For example, a 9-person family income limit is 140% (132% + 8%), and so on. The resulting low-income limit amounts for other family sizes are then rounded up to the nearest \$50 to produce the Final VLIL.

ROUNDING NOTE: Rounding is applied to make it easier for those wishing to replicate HUD's calculations. The 4-person preliminary VLIL is rounded to the <u>nearest \$50</u>, whenever housing cost adjustments are applied. If the preliminary VLIL requires a floor to be applied, the floor is <u>rounded up to the nearest \$50</u> to ensure that it is greater than or equal to 95 percent of last

year>s four-person VLIL. Similarly, if the preliminary VLIL requires a ceiling to be applied, the ceiling is <u>rounded down to the nearest \$50</u>. The resulting rounded 4-person final VLIL is used to calculate income limits for other family sizes. Once the low-income limit for other family sizes are calculated, they are then <u>rounded up to the nearest \$50</u>, unless they already end in "oo" or "50".

## 4-Person Very Low-Income Limit Calculation for Sheboygan, WI MSA

1. The estimated FY2023 Median Family Income and preliminary 4-Person VLIL for Sheboygan, WI MSA are as follows:

Area	FY 2024 Estimate of Median Family Income	Preliminary 4-Person Very Low- Income Limit
Sheboygan, WI MSA	\$86,800	\$86,800 * 0.50 = \$43,400

2. The High Housing Cost adjustment calculations follow:

2BR 40th percentile FMR	85% of Annualized 2BR FMR	35% of Preliminary 4P VLIL	High Housing Cost Adjustment?	Preliminary 4P VLIL
\$955	\$9,741	\$15,190	ls \$15,190< \$9,741? No	\$43,400

3. The Low Housing Cost adjustment calculations follow:

Annualized 2BR 40th percentile FMR	Income that can afford annualized 2BR FMR paying 30% for rent	80% of US Median Income	Maximum allowable 4P VLIL	Pre- liminary 4P VLIL	Low Housing Cost Adjustment?	Pre- liminary 4P VLIL
\$955 * 12 = \$11,460	\$11,460/0.3 = \$38,200	\$78,240	MAX (\$38,200, \$78,240) = \$78,240	\$43,400	ls \$43,400 > \$78,240? No	\$43,400

4. State non-metro Median Family Income Adjustment:

50 Percent of State Non-Metro Median Family Income	State Median Family Income Adjustment?	Preliminary 4P VLIL
\$86,000 * 0.5 = \$43,000	Is \$48,050 < \$43,000? <b>No</b>	\$48,050

5. Ceiling or Floor adjustment — The four-person income limit is increased and rounded up to the nearest 50 if it is less than 95 percent of very low-income limit for the prior year. It is reduced and rounded down to the nearest 50 if that amount would be larger than ceiling. Since FY 2010, HUD has not allowed income limits to increase by the greater of five percent or twice the annual change in national median family income. Pursuant to Federal Register Notice FR-6436-N-01, for FY 2024 and beyond, HUD is modifying this rule such that the ceiling can never exceed 10 percent.

For FY 2024, the two most recent years of national median family income data are from the American Community Survey (ACS) in 2021 and 2022, at \$85,806 and \$92,148. Twice the change in these values is 14.78%. Therefore, the ceiling is set at 10.00%.

FY2024 4P Adjusted Preliminary VLIL	FY2023 4-Person VLIL	Ceiling Calculation	Floor Calculation	Ceiling or Floor Adjustment Required?	FY2024 Final 4-Person VLIL
\$43,400	\$44,800	\$44,800 * (1+0.1) = \$49,280	\$44,800* (1-0.05) = \$42,560	No	43,400

6. The Family Size adjustment calculations follow:

Family Size Adjustments and Final VLIL for Sheboygan, WI MSA								
	1-Person	2-Person	3-Person	4-Person	5-Person	6-Person	7-Person	8-Person
Family Size Adjustment	\$43,400	\$43,400	\$43,400	\$43,400	\$43,400	\$43,400	\$43,400	\$43,400
	*	*	*	*	*	*	*	*
	0.7	0.8	0.9	1	1.08	1.16	1.24	1.32
Very Low Income Limit	\$30,380	\$34,720	\$39,060	\$43,400	\$46,872	\$50,344	\$53,816	\$57,288
FY 2024 FINAL VLIL	\$30,400	\$34,750	\$39,100	\$43,400	\$46,900	\$50,350	\$53,850	\$57,300

**NOTE:** The VLIL calculation for additional family sizes are rounded up to the nearest \$50 unless this would violate the floor or ceiling rules.

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



 Telephone:
 (920) 893-3745

 Facsimile:
 (920) 893-0183

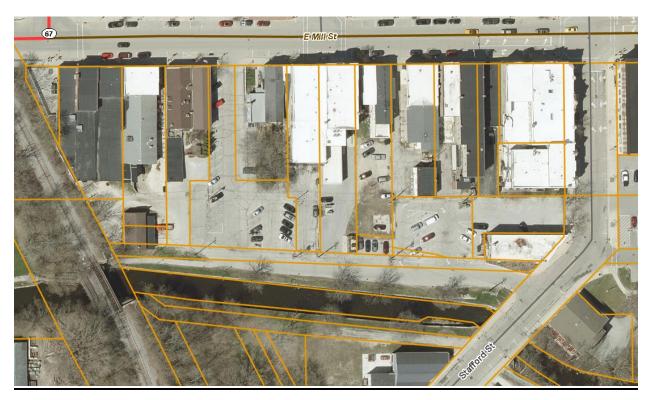
 Web Site:
 plymouthgov.com

- DATE: December 5, 2024
- TO: Mayor and Common Council
- **FROM:** Cathy Austin, Director of Public Works

#### RE: Design Services: West Stafford Street Parking Lot

As part of the Laack Block project, the reconfiguration and repaving of the West Stafford Street parking lot (see general area below) is being requested. This project will be an opportunity for a public-private partnership. Kapur has prepared a Professional Service Agreement for this work, it includes survey, preparing acquisition paperwork (if needed), FEMA and DNR submittals, and design/construction documents.

As this is not a budgeted project for 2025, funding would be from Capital Reserves and reimbursed from TID #8 if TID #8 is created.



#### **Recommendation**

To approve the request to proceed with engineering services with Kapur and Associates in an amount of \$74,710.00.



## **PROFESSIONAL SERVICES AGREEMENT**

## Downtown Plymouth Riverfront Parking Improvements 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 design engineering services and bidding documents for the referenced project.

#### Section A. Description of Work

ENGINEER will provide all survey and engineering design services for the scope as listed below.

#### Section B. Scope of Services

#### SURVEY SERVICES

- Order, acquire and review Title Reports for 17 parcels
- Set horizontal/vertical field control
- Contact Diggers Hotline
- Topographic and Utility Survey and base mapping
- Affected parcel impact purchase deed documentation

#### DESIGN ENGINEERING SERVICES

- Site layout and planning for new surface parking lot, new site access, and new pathway adjacent to Mullet River
- Site demolition, grading, drainage, and erosion control plan for project improvements
- Site landscaping plan for new parking lot and pathway
- SWMP Report
- Three progress meetings with City staff
- Utility Coordination
- Permits (WDNR, ACOE)
- Floodplain analysis and hydraulic modeling and submittal to Zoning Authority
- Conditional Letter of Map Amendment and Letter of Map Amendment with as-built data
- Engineering cost estimates
- Preparation of construction plans, specifications, and bidding documents
- Assistance in bidding and award of construction contract



#### Section C. Schedule

ENGINEER shall perform the Scope of Services in conjunction with City and developer timelines.

#### Section D. Compensation

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER on a time-and-material basis estimated at \$74,710.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement. OWNER: City of Plymouth ENGINEER: Kapur & Associates, Inc.

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

By: Clark

Title: Director of Public Works/City Engineer

Title: Associate/Milwaukee Muni. Manager

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

Date: December 5, 2024



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

DATE:	December 5, 2024
TO:	Mayor and Common Council
FROM:	Tim Blakeslee, City Administrator/Utilities Manager
RE:	Agreement with Ehlers to Conduct Proforma Review

**Background:** City staff is taking preliminary steps to establish Tax Increment District (TID) #8 to support the Laack Block Project. As part of this effort, staff requested that Ehlers conduct a financial analysis of the proposed development. Ehlers' financial expertise will provide staff and the Common Council with critical insights to guide future development agreements related to TID #8.

Proforma reviews are not included in the standard scope of work under the City's agreement with Ehlers. This project will:

- Review the project's anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify any funding gaps, and evaluate the need for public assistance, including whether it meets the "but for" test.
- Analyze the financing structure and market indicators to validate cost estimates.
- Evaluate alternative scenarios and structures to provide the City with empirical results for determining whether and how to provide the requested assistance.

The cost for the proforma review is estimated at \$10,000 to \$15,000 (The proforma review for Wangard ended up totaling \$7,230). Initially, these costs will be funded through the contingency line in the General Fund. Once TID #8 is established, these costs will be allocated to the TID, and the General Fund will be reimbursed.

#### **Staff Recommendation:**

• Move to approve agreement with Ehlers to Conduct Proforma Review

#### Attachments:

• Agreement with Ehlers to Conduct Proforma Reviews

## Appendix B

The City of Plymouth, WI (the "Client") has requested that Ehlers & Associates undertake a financial analysis of the project proforma for a hotel development in Plymouth, WI (the "Project") submitted by LAG Family LLC (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:

- 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
    - iii) Any developer financing related to the Project and specific terms.
  - 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.



- f) Site plan and conceptual elevations.
- g) A GANTT Chart or proposed timeline for Project completion and lease-up, if necessary.
- 2) <u>Conduct analysis on the Project proforma, both with public assistance and</u> <u>without it</u>. 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.

Based on the financial analysis outlined above, Ehlers & Associates will make recommendations to the Client on possible incentives or assistance to Developer, and the use of "Look Back" provisions in the Development Agreement, so that if the Project is more successful than originally projected when submitting a TIF requested, the Developer assistance is adjusted accordingly.



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.



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



Telephone: Facsimile: Web Site:

(920) 893-1271 (920) 893-0183 plymouthgov.com

- DATE: December 5, 2024
- TO: Mayor and Common Council
- FROM: Tim Blakeslee, City Administrator/Utilities Manager
- RE: Approval of Debt Issuance Agreement with Ehlers for General Obligation Promissory Notes, Series 2025A

Background: As part of the 2025 Capital Improvement Plan, the City plans to issue debt for the Mill Pond Dam, Collins Street Reconstruction, and the Electric Storage Building. Due to the regulatory complexities of debt issuance, staff recommends working with our Financial Advisor, Ehlers, to provide support throughout this process. A draft agreement with Ehlers is included as Attachment 1. Attachment 2 outlines the required steps for issuing debt, which include the following:



Ehlers' expertise will ensure the City secures the necessary debt while achieving the most favorable interest rates. The proposed schedule is as follows:

- Set Sale Resolution before Common Council: March 4, 2025, at 7:00 PM
- Sale Date/Award at Common Council: April 8, 2025, at 7:00 PM
- Close on Notes: May 1, 2025 •

Ehlers has already been collaborating with staff on the upcoming financing plan, which is included as Attachment 3. Additionally, with the successful closure of TID #4, the City will see a Levy Limit Adjustment of approximately \$340,000 to \$370,000 in 2026. This adjustment will help mitigate the overall tax levy impact associated with the proposed City debt over the next three years.

#### **Recommendation:**

Approval of Debt Issuance Agreement with Ehlers for General Obligation Promissory Notes, Series 2025A

#### Attachment:

- Attachment 1 Draft Agreement •
- Attachment 2 Debt Process Summary
- Attachment 3 Draft Financing Plan



November 19, 2024

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

#### Re:Written Amended Municipal Advisor Client Disclosure with the City of Plymouth ("Client") for General Obligation Promissory Notes, Series 2025A ("Issuance") Pursuant to MSRB Rule G-42

Dear Tim:

Ehlers & Associates, as a registered municipal advisor, has previously sent you a written MA Client Disclosure for General Obligation Promissory Notes, Series 2025A as required by MSRB Rules. We indicated that we would amend or supplement the Municipal Advisor Disclosure to reflect any material changes or additions. Attached is an amended written disclosure required for this project. Please review the new document carefully and contact me if you have any questions.

This documentation and all attached appendices will remain in effect during the period indicated above unless otherwise terminated by either party upon 30 days written notice.

This Municipal Advisor Disclosure will be amended or supplemented to reflect any material changes during the term of our municipal advisory relationship.

We look forward to working with you on the Issuance.

Sincerely,

Ehlers & Associates

Kayla Thorpe Associate Municipal Advisor

## Appendix A

## DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### **Actual or Potential Material Conflicts of Interest**

Other than the disclosure of the conflicts of interest and required information set forth below, Ehlers & Associates knows of no other actual or potential material conflicts of interest that may impair our duties and obligations to the Client.

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

Ehlers' Municipal Advisor fees may be contingent on the size and successful closing of a transaction. Compensation contingent on the size of a transaction presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue for the purpose of increasing the Municipal Advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary or unsuitable financings to the Client. In addition, if the transaction is to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances or alternatives that may result in the cancellation of the transaction. Understanding these conflicts, the Client should select a form of compensation that best meets its needs for the agreed-upon scope of services set forth in this agreement and any applicable addenda.

Any form of compensation due the Municipal Advisor will likely present specific conflicts of interest. If the Client is concerned about conflicts arising from Municipal Advisor compensation contingent on size and/or closing of a transaction, Ehlers & Associates is willing to offer another form of municipal advisor compensation The following conditions apply:

- The Client must notify Ehlers & Associates in writing of this request within 10 days of receipt of this Municipal Advisor Disclosure.
- Ehlers & Associates is required under MSRB rules to uphold its fiduciary obligation regardless of the method of compensation.

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

Ehlers & Associates is not aware of any other engagement or relationship that may impair our ability to render municipal advisor advice in accordance with our duties of loyalty and care.

#### **Affiliated Entities**

Ehlers Companies is a holding company with three wholly-owned subsidiaries. Ehlers & Associates is a registered municipal advisor and provides municipal advisory,

economic development, and dissemination agent services. Bond Trust Service Corporation (BTSC), which may be referenced as Ehlers Paying Agent Services, provides paying agent services. Ehlers Investment Partners (EIP), which may be referenced as Ehlers Investments, provides services with respect to the investment of bond proceeds and general cash accounts. If the Client requires services provided by BTSC or EIP while Ehlers & Associates is engaged as municipal advisor, we will ask if you wish to retain either of these affiliates to fulfill them. If the Client wishes to retain BTSC and/or EIP, each entity will draft a separate agreement for consideration and approval. Ehlers & Associates and these affiliates do not share fees. However, compensation paid to personnel of Ehlers & Associates and its affiliates is based on the overall profitability of the Ehlers Companies. Therefore, fees earned by the affiliates of Ehlers & Associates may affect the compensation of Ehlers & Associates personnel.

Ehlers Companies is the owner of Ehlers & Associates. Ehlers Companies does not participate in the day-to-day operations of the Municipal Advisor.

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

Ehlers & Associates does not use solicitors to secure municipal advisor engagements. We also do not make direct or indirect payments to obtain or retain municipal advisory engagements with the Client.

#### **Payments from Third Parties**

Ehlers & Associates does not receive any direct or indirect payments from thirdparties to enlist Ehlers & Associates' recommendation to the Client of third-party services, any municipal securities transaction or any municipal financial product.

#### Payments/Fee-splitting Arrangements

Ehlers & Associates does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, Ehlers & Associates could be the contracting party, or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In these cases, we will identify the fee due Ehlers & Associates in the Municipal Advisor Disclosure. Ehlers & Associates will receive no other fees from any of the other participating professionals in the joint proposal.

#### **Municipal Advisor Registration**

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

#### Material Legal or Disciplinary Events

Neither Ehlers & Associates nor any of its associated persons have been involved in any legal or disciplinary events reported on Form MA or MA-I and there are no other material legal or disciplinary events to be reported. Ehlers & Associates' 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. This application did not list any information on legal or disciplinary disclosures. The Client may access Ehlers & Associates' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at

https://www.sec.gov/edgar/searchedgar/companysearch

under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers & Associates has not made any material changes to Form MA or Form MA-I since they were last updated.

#### MSRB Contact Information

The website address of the MSRB is <u>www.msrb.org</u>. The site includes a municipal advisory client brochure describing the protections that MSRB rules may provide and how to file a complaint with an appropriate regulatory authority.

## Appendix B

#### Debt Issuance Scope of Work

#### Scope of Service

The Client has retained Ehlers & Associates to assist the Client with the issuance of debt ("Issuance") to finance and/or refinance a project. Ehlers & Associates agrees to work with the Client's Financing Team (Client staff member(s) and other professionals such as Bond Counsel selected by the Client to assist in the Issuance) and provide the following scope of services in connection with the Issuance:

#### Authorization

- Provide information or input to assist Client with meeting the legal Issuance requirements.
- Develop a timeline of steps and actions required to meet legal and financing requirements related to the Issuance. As directed, requested or required:
  - assist Client with selection and engagement of other members of the finance team;
  - participate in preparing materials and/or attending meetings for proceedings required to lawfully authorize the Issuance;
  - assist Client in preparing information to explain the financing plan and the financial impact of the Issuance;
  - attend meetings to assist in explaining the financing plan and the impact of the proposed Issuance to elected officials and constituents.

#### Debt Issuance

- Use its best efforts to execute the financing plan in accordance with Client's directives;
- Present a financing plan to Client in the form of a Presale Report;
- Request current and necessary information from Client, if the Issuance proceeds forward;
- Discuss with Client post-issuance compliance obligations including continuing disclosure, record-keeping, arbitrage monitoring;
- Finalize Issuance details and time line with Client;
- Assist, as directed by Client, with preparation of preliminary official statement for review by Client's Financing Team;
- Conduct offering document Due Diligence;
- Distribute preliminary official statement in accordance with Notice of Sale and/or Client's direction;
- Assist Client with credit rating(s) and/or credit enhancement(s), as necessary;
- Assist Client with responding to questions regarding the Issuance;
- Conduct the sale and coordinate day of sale activities with Client's Financing Team;
- Document the results of day of sale activities in the form of a Sale Day report;
- Assist, as directed by Client, with preparation of final official statement for review by Client's Financing Team;
- Distribute final official statement in accordance with Notice of Sale and/or Client's direction;

- Review New Issue disclosure requirements, including verification of whether client is subject to disclosure requirements, and notification as to changes in disclosure type, as necessary;
- Determine the need to create or update post issuance policies and procedures, as necessary;
- Conduct Disclosure Compliance review, including creating or updating compliance review checklists, preparing language for offering documents, preparing any required special disclosure language for bond counsel, file corrective disclosure filings, as necessary;
- Review offering document Continuing Disclosure Undertaking, inform client of events 15 & 16 if newly subject, confirm CUSIPS and verify rating, as necessary;
- Respond to inquiries from prospective underwriters regarding past disclosure filing history, as necessary;
- Review issue background and declarations of intent, along with spend down plan in light of applicable arbitrage rules, including determination of exempt status, as necessary.

# Post Issuance

- Prior to the closing of the Issuance, coordinate the closing including document development and distribution as well as coordinate transfer of funds, as required;
- Provide electronic or hard copy issuance transcripts, as required;
- Respond to Client questions relating to the Issuance;
- Monitor refunding opportunities on Client's behalf for all Client debt;
- File financial obligation event notice, as necessary;
- Orient issuer to basic arbitrage concepts, tracking tools and record retention requirements, as necessary;
- Provide cash flow analysis and monitoring, including communicating records retention and spend down requirements, throughout the spend down process, as necessary;
- Discuss issuer concerns as they relate to arbitrage related issues, as necessary.

# Compensation

The fee for this engagement shall not exceed \$35,600. This fee covers all services to be provided by Ehlers & Associates under the "Scope of Service" section set forth in this agreement.

The Client will not be assessed by Ehlers & Associates any costs relating to copies, postage or mileage. Ehlers & Associates fees are due and payable upon the closing of the issue and will be paid at closing from Issuance proceeds unless directed otherwise in writing by the Client.

The Client is responsible for all other expenses related to the Issuance. Examples of potential expenses that may apply include, but are not limited to, the following: underwriting discount, legal services, rating expenses, publication of notices, paying agent fees, escrow agent fees, verification agent, trustee fees, accounting services,

CUSIP expense, and any fees charged for information required for preparation of an official statement or other offering document.

# Hourly Charges

For any service directed by the Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill the Client at an hourly rate dependent upon the tasks and staff required to meet Client request. The hourly rate(s) will be no less than \$125.00 per hour and no more than \$350.00 per hour.

This debt issuance engagement will end upon the Client's receipt of debt issuance funds.



Thank you for working with Ehlers on your debt issuance. We're privileged to be able to serve you!

At Ehlers, we work together as a cohesive team to help you successfully navigate every facet of debt issuance and management. We've prepared this guide so you know what exactly what to expect during each phase of your project. If you have questions, please reach out to anyone on <u>our team of professionals</u>.



Nha Nguyen Lead Public Finance Analyst (651) 697-8517 nnguyen@ehlers-inc.com

**BOND SALE & CLOSING** 

#### INVESTMENTS



Tami Olszewski Senior Investment Advisor (262) 796-6189 tolszewski@ehlers-inc.com



Jim Groetsch Investment Advisor (651) 697-8545 jgroetsch@ehlers-inc.com

### PAYING AGENT



Nicole Aly Accounting & Audit Specialist (651) 697-8568 naly@ehlers-inc.com

#### CONTINUING DISCLOSURE



Annie Mallon Senior Public Finance Analyst (262) 796-6188 amallon@ehlers-inc.com

#### ARBITRAGE



Stephen Broden Senior Arbitrage Consultant (651) 697-8540 sbroden@ehlers-inc.com



Kayla Thorpe Associate Municipal Advisor (262) 796-6197 <u>KThorpe@ehlers-inc.com</u>

MUNICIPAL ADVISORS



Philip L. Cosson Senior Municipal Advisor (262) 796-6161 pcosson@ehlers-inc.com



Paul Boening Senior Financial Specialist (262) 796-6199 PBoening@ehlers-inc.com





Kathy Myers Senior Financial Analyst (262) 796-6177 kmyers@ehlers-inc.com

#### OFFICIAL STATEMENT



Sue Porter Lead Public Finance Analyst (262) 796-6167 sporter@ehlers-inc.com

# Working with Ehlers What to expect when issuing debt



Issuing public debt consists of a process with distinct steps. Below is a general overview of the primary tasks and the professionals with whom you'll collaborate.

# **General Approach Overview:**



# How It Works:

### **DEVELOP FINANCING PLAN**

Ehlers begins the debt issuance process by assembling your financing team (bond counsel, investment professionals, arbitrage consultants, etc.) to complete the below tasks:

- 1. Analyze financing feasibility
- 2. Select type of obligation & statutory authority(ies)
- 3. Develop preliminary size & structure
- 4. Determine method of sale
- 5. Establish preliminary terms & conditions
- 6. Review issuer's Investment Policy
- 7. Complete investment draw-down schedule
- 8. Review for arbitrage considerations (tax-exempt only)

#### DRAFT FINANCING DOCUMENTS

Ehlers and your bond counsel complete the majority of this step and proactively guide you through document review and approval.

- 1. Draft documents authorizing issuance & sale of the obligations
- 2. Prepare primary offering, as needed & disclosure documents to market the issue
- 3. Complete quality control review
- 4. Review existing policies for debt issuance & management

#### **OBTAIN GOVERNING BODY APPROVALS**

This is the key authorization phase of your project. Ehlers and your bond counsel collaborate to draft the necessary documents and assist you in finalizing them and preparing for presentation to the Governing Body.

- 1. Prepare & adopt any plans required per statute for authorization
- 2. Submit Pre-Sale Report & Authorizing Resolution to the governing board for authorization to proceed with and issue debt

#### **SEEK CREDIT RATING (IF RATED)**

Depending on the nature of your financing, it may be advantageous to seek a credit rating from one or more of the three primary rating agencies. Ehlers helps you prepare interview materials and actively participates in the rating call.

- 1. Review any need for or advisability of bond insurance
- 2. Prepare and submit application for State or other forms of credit enhancement
- 3. Submit request to rating agency for a rating call
- 4. Prepare presentation materials
- 5. Review analyst inquiry and draft responses for questions and any others most likely to be asked
- 6. Participate in rating call & report preparation

#### **MARKET & SELL BONDS**

Ehlers seeks to achieve maximum visibility, investor interest, and ultimately, the lowest possible interest cost for your debt issuance. Our bond marketing and sale team work diligently to complete the following tasks:

- 1. Distribute Preliminary Official Statement to EMMA and any other information repositories
- 2. Review bids for compliance with terms of sale
- 3. Compile bid tabulation & recommend bid award
- 4. Draft Final Issuance, Sale & Award Document for governing body approval
- 5. Prepare & distribute Final Official Statement

#### **COORDINATE BOND CLOSING**

Ehlers' goal is to make bond closing as "invisible" as possible for our clients. We coordinate the closing with all parties, including bond counsel, Depository Trust Company (DTC) and the purchaser (underwriter), to minimize your workload.

- 1. Draft closing documents
- 2. Execute closing documents
- 3. Coordinate & confirm delivery on bond proceeds to issuer Account(s)
- 4. Remit payments for costs of issuance

#### FULFILL POST-ISSUANCE OBLIGATIONS

From bond proceeds management and compliance activities to monitoring for refunding opportunities and record keeping, post-issuance obligations last for the life of the debt issuance. Ehlers' integrated advisory team helps you ensure all responsibilities are met accurately and on time.

- 1. Monitor & adjust bond proceeds investment portfolio, as needed
- 2. Remit bond payments
- 3. Conduct arbitrage rebate monitoring & reporting
- 4. Remit arbitrage rebate payments, as required
- 5. Complete & disseminate continuing disclosures per the terms of Continuing Disclosure Agreement
- 6. Monitor market conditions for refunding opportunities
- 7. Monitor for compliance with covenants
- 8. Assist with preparation for credit rating surveillance calls
- 9. Compile & maintain records, as required

# **Bond Transaction Participants & Roles:**

## MUNICIPAL ADVISOR

- Advises on all aspects of financing plan & calendar
- Recommends bond structure, size, timing, terms & method of sale
- Prepares official statement & disclosure documents, if not prepared by another party
- Compensated via flat fee from bond proceeds

## BOND COUNSEL

- Provides validity, tax & other opinions
- Helps support debt authorization under state and federal law
- Assists with completing certain sections of the Official Statement
- Prepares Agenda Language, Authorizing Resolution, Legal Opinion, Closing Documents & Continuing Disclosure Agreement
- Compensated via flat fee from bond proceeds

## INVESTMENT PROFESSIONALS

- Advises issuer on investment of bond proceeds
- Establishes & manages investment portfolio(s) on behalf of client
- Compensated via direct, flat or % of assets-based fee agreement

## **ARBITRAGE CONSULTANTS**

- Monitors arbitrage position & cash flows
- Maintains tracking log of key arbitrage dates & allowable investment yields
- Completes arbitrage reporting
- Advises issuer on IRS inquiries and/or audits
- Compensated via direct service contract with issuer

# RATING AGENCY

- Renders independent credit assessment of issuer & transaction
- Monitors issue via ongoing surveillance
- Compensated via direct payment from issuer, but does not represent issuer

## BOND UNDERWRITER/PURCHASER

- Initial purchaser of bonds & sells to investors
- Represents its own commercial interests
- Compensated via flat fee from bond proceeds

## DISSEMINATION AGENT

- Prepares & remits required and voluntary continuing disclosures on behalf of the issuer
- Ensures past compliance efforts accurately reflected in official statements
- Respond to underwriter inquiries regarding past compliance
- Compensated via direct service contract with issuer, payable over the life of the bonds

#### PAYING AGENT

- Facilitates the collection & distribution of funds for bond payments
- Holds trust powers
- Compensated via direct service contract with issuer, payable over the life of the bonds

### **QUARLES & BRADY LLP**

**EHLERS** 

### EHLERS

TBD

# TBD

# EHLERS

**BOND TRUST SERVICES CORPORATION** 

# Table 1Capital Improvement Plan & Funding Uses

City of Plymouth, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2025	2026	2027	Totals
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
Grove Street	Streets	2026 G.O. Notes	G.O. Debt		500,000		500,000
City Park	Parks	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
Lap Pool	Pool	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
Actual CIP Costs				4,200,000	4,000,000	2,000,000	10,200,000

Sources of Funding				
G.O. Debt	4,200,000	4,000,000	2,000,000	10,200,000
Total	4,200,000	4,000,000	2,000,000	10,200,000

Debt Obligations				
2025 G.O. Notes	4,200,000	0	0	4,200,000
2026 G.O. Notes	0	4,000,000	0	4,000,000
2027 G.O. Notes	0	0	2,000,000	2,000,000
Total	4,200,000	4,000,000	2,000,000	10,200,000

Notes:



# Table 2Capital Improvements Financing Plan

City of Plymouth, WI

	2025	_					2026						2027	
	G.O. Notes	Dam Portion	Streets Portion	Utility Portion	Electric Portion		G.O. Notes	Streets Portion	Parks Portion	Utility Portion	Pool Portion		G.O. Notes	Fire Portion
CIP Projects <sup>1</sup>														
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		-						-	
Grove Street	-						500,000	500,000					-	
City Park	-						1,000,000		1,000,000				-	
Grove Street Utilities	-						500,000			500,000			-	
Lap Pool	-						2,000,000				2,000,000		-	
Fire Truck	-						-						2,000,000	2,000,000
Subtotal Project Costs	4,200,000	1,500,000	500,000	500,000	1,700,000		4,000,000	500,000	1,000,000	500,000	2,000,000		2,000,000	2,000,000
stimated Issuance Expenses	124,325	44,402	14,849	14,849	50,225		119,325	14,952	29,758	14,952	59,663		87,763	87,763
Municipal Advisor (Ehlers)	35,600	12,714	4,252	4,252	14,382		33,100	4,148	8,255	4,148	16,550		26,600	26,600
Bond Counsel	20,000	7,143	2,389	2,389	8,080		20,000	2,506	4,988	2,506	10,000		20,000	20,000
Disclosure Counsel	0	0	0	0	0		0	0	0	0	0		0	0
Rating Fee	14,500	5,179	1,732	1,732	5,858		14,500	1,817	3,616	1,817	7,250		14,500	14,500
Maximum Underwriter's Discount 12.50	53,375	19,063	6,375	6,375	21,563	12.50	50,875	6,375	12,688	6,375	25,438	12.50	25,813	25,813
Paying Agent	850	304	102	102	343		850	107	212	107	425		850	850
Subtotal Issuance Expenses	124,325	44,402	14,849	14,849	50,225		119,325	14,952	29,758	14,952	59,663		87,763	87,763
TOTAL TO BE FINANCED	4,324,325	1,544,402	514,849	514,849	1,750,225		4,119,325	514,952	1,029,758	514,952	2,059,663		2,087,763	2,087,763
Stimated Interest Earnings 5.38%	(56,490)	(20,175)	(6,725)	(6,725)	(22,865)	5.38%	(53,800)	(6,725)	(13,450)	(6,725)	(26,900)	5.38%	(26,900)	(26,900
Assumed spend down (months) 3	2.465	770	4 070	4 076		3		4 776	(4,000)	4 770	2 2 2 2	3		
Rounding	2,165	773	1,876	1,876	(2,360)		4,475	1,773	(1,308)	1,773	2,238		4,138	4,138
IET BOND SIZE	4,270,000	1,525,000	510,000	510,000	1,725,000		4,070,000	510.000	1,015,000	510.000	2,035,000		2,065,000	2,065,000

Notes:

1) Project Total Estimates



# Table 3Allocation of Debt Service - 2025 G.O. Notes

City of Plymouth, WI

Year		Dam	Portion			Streets I	Portion			Utility P	Portion			Electric	Portion		Year		Totals	
Ending	Principal	Est. Rate <sup>1</sup>	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Ending	Principal (5/1)	Interest	Total
2026	25,000	3.78%	82,522	107,522	20,000	3.78%	27,435	47,435	10,000	3.78%	30,649	40,649	25,000	3.78%	103,764	128,764	2026	80,000	244,370	324,370
2027	35,000	3.75%	53,728	88,728	30,000	3.75%	17,224	47,224	20,000	3.75%	19,806	39,806	65,000	3.75%	67,327	132,327	2027	150,000	158,085	308,085
2028	250,000	3.63%	48,535	298,535	30,000	3.63%	16,117	46,117	20,000	3.63%	19,068	39,068	65,000	3.63%	64,929	129,929	2028	365,000	148,647	513,647
2029	200,000	3.62%	40,377	240,377	75,000	3.62%	14,215	89,215	20,000	3.62%	18,343	38,343	70,000	3.62%	62,482	132,482	2029	365,000	135,416	500,416
2030	175,000	3.62%	33,590	208,590	75,000	3.62%	11,500	86,500	20,000	3.62%	17,619	37,619	70,000	3.62%	59,948	129,948	2030	340,000	122,656	462,656
2031	175,000	3.62%	27,255	202,255	55,000	3.62%	9,147	64,147	20,000	3.62%	16,895	36,895	75,000	3.62%	57,324	132,324	2031	325,000	110,619	435,619
2032	175,000	3.62%	20,920	195,920	55,000	3.62%	7,156	62,156	20,000	3.62%	16,171	36,171	75,000	3.62%	54,609	129,609	2032	325,000	98,854	423,854
2033	175,000	3.62%	14,585	189,585	55,000	3.62%	5,165	60,165	25,000	3.62%	15,356	40,356	80,000	3.62%	51,803	131,803	2033	335,000	86,908	421,908
2034	175,000	3.62%	8,250	183,250	55,000	3.62%	3,174	58,174	25,000	3.62%	14,451	39,451	80,000	3.62%	48,907	128,907	2034	335,000	74,781	409,781
2035	140,000	3.63%	2,541	142,541	60,000	3.63%	1,089	61,089	25,000	3.63%	13,545	38,545	85,000	3.63%	45,916	130,916	2035	310,000	63,091	373,091
2036		3.67%		0		3.67%		0	25,000	3.67%	12,632	37,632	85,000	3.67%	42,814	127,814	2036	110,000	55,446	165,446
2037		3.72%		0		3.72%		0	25,000	3.72%	11,709	36,709	90,000	3.72%	39,580	129,580	2037	115,000	51,289	166,289
2038		3.82%		0		3.82%		0	25,000	3.82%	10,766	35,766	90,000	3.82%	36,187	126,187	2038	115,000	46,953	161,953
2039		4.22%		0		4.22%		0	30,000	4.22%	9,656	39,656	95,000	4.22%	32,464	127,464	2039	125,000	42,119	167,119
2040		4.45%		0		4.45%		0	30,000	4.45%	8,355	38,355	100,000	4.45%	28,234	128,234	2040	130,000	36,589	166,589
2041		4.45%		0		4.45%		0	30,000	4.45%	7,020	37,020	105,000	4.45%	23,673	128,673	2041	135,000	30,693	165,693
2042		4.47%		0		4.47%		0	35,000	4.47%	5,570	40,570	110,000	4.47%	18,878	128,878	2042	145,000	24,448	169,448
2043		4.53%		0		4.53%		0	35,000	4.53%	3,995	38,995	115,000	4.53%	13,815	128,815	2043	150,000	17,810	167,810
2044		4.55%		0		4.55%		0	35,000	4.55%	2,406	37,406	120,000	4.55%	8,480	128,480	2044	155,000	10,886	165,886
2045		4.60%		0		4.60%		0	35,000	4.60%	805	35,805	125,000	4.60%	2,875	127,875	2045	160,000	3,680	163,680
Total	1,525,000		332,300	1,857,300	510,000		112,218	622,218	510,000		254,814	764,814	1,725,000		864,007	2,589,007	Total	4,270,000	1,563,339	5,833,339

Notes:

1) Estimated Rate assumes



# Table 4Allocation of Debt Service - 2026 G.O. Notes

City of Plymouth, WI

Year		Streets F	Portion			Parks P	ortion			Utility P	ortion			Pool P	ortion		Year		Totals	
Ending	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Ending	Principal (5/1)	Interest	Total
2025																	2025	0	0	0
2026																	2026	0	0	0
2027	5,000	3.88%	31,204	36,204	5,000	3.88%	62,263	67,263	5,000	3.88%	31,567	36,567	30,000	3.88%	122,390	152,390	2027	45,000	247,423	292,423
2028	20,000	3.85%	20,288	40,288	30,000	3.85%	40,802	70,802	20,000	3.85%	20,531	40,531	75,000	3.85%	79,373	154,373	2028	145,000	160,993	305,993
2029	20,000	3.73%	19,530	39,530	30,000	3.73%	39,665	69,665	20,000	3.73%	19,773	39,773	75,000	3.73%	76,531	151,531	2029	145,000	155,498	300,498
2030	20,000	3.72%	18,785	38,785	30,000	3.72%	38,547	68,547	20,000	3.72%	19,028	39,028	80,000	3.72%	73,644	153,644	2030	150,000	150,004	300,004
2031	20,000	3.72%	18,041	38,041	30,000	3.72%	37,431	67,431	20,000	3.72%	18,284	38,284	80,000	3.72%	70,668	150,668	2031	150,000	144,424	294,424
2032	20,000	3.72%	17,297	37,297	40,000	3.72%	36,129	76,129	20,000	3.72%	17,540	37,540	85,000	3.72%	67,599	152,599	2032	165,000	138,565	303,565
2033	20,000	3.72%	16,553	36,553	45,000	3.72%	34,548	79,548	20,000	3.72%	16,796	36,796	90,000	3.72%	64,344	154,344	2033	175,000	132,241	307,241
2034	25,000	3.72%	15,716	40,716	45,000	3.72%	32,874	77,874	25,000	3.72%	15,959	40,959	90,000	3.72%	60,996	150,996	2034	185,000	125,545	310,545
2035	25,000	3.72%	14,786	39,786	45,000	3.72%	31,200	76,200	25,000	3.72%	15,029	40,029	95,000	3.72%	57,555	152,555	2035	190,000	118,570	308,570
2036	50,000	3.73%	13,389	63,389	75,000	3.73%	28,964	103,964	25,000	3.73%	14,097	39,097	150,000	3.73%	52,991	202,991	2036	300,000	109,441	409,441
2037	25,000	3.77%	11,985	36,985	65,000	3.77%	26,340	91,340	25,000	3.77%	13,160	38,160	175,000	3.77%	46,894	221,894	2037	290,000	98,379	388,379
2038	25,000	3.82%	11,036	36,036	75,000	3.82%	23,683	98,683	25,000	3.82%	12,211	37,211	160,000	3.82%	40,540	200,540	2038	285,000	87,469	372,469
2039	25,000	3.92%	10,069	35,069	75,000	3.92%	20,780	95,780	25,000	3.92%	11,244	36,244	160,000	3.92%	34,348	194,348	2039	285,000	76,440	361,440
2040	30,000	4.32%	8,931	38,931	75,000	4.32%	17,690	92,690	30,000	4.32%	10,106	40,106	165,000	4.32%	27,648	192,648	2040	300,000	64,374	364,374
2041	30,000	4.55%	7,600	37,600	50,000	4.55%	14,933	64,933	30,000	4.55%	8,775	38,775	180,000	4.55%	19,989	199,989	2041	290,000	51,296	341,296
2042	30,000	4.55%	6,235	36,235	100,000	4.55%	11,520	111,520	30,000	4.55%	7,410	37,410	90,000	4.55%	13,846	103,846	2042	250,000	39,011	289,011
2043	35,000	4.57%	4,753	39,753	75,000	4.57%	7,531	82,531	35,000	4.57%	5,928	40,928	90,000	4.57%	9,742	99,742	2043	235,000	27,954	262,954
2044	35,000	4.63%	3,143	38,143	75,000	4.63%	4,081	79,081	35,000	4.63%	4,318	39,318	60,000	4.63%	6,297	66,297	2044	205,000	17,838	222,838
2045	35,000	4.65%	1,519	36,519	10,000	4.65%	2,113	12,113	35,000	4.65%	2,694	37,694	55,000	4.65%	3,629	58,629	2045	135,000	9,954	144,954
2046	15,000	4.70%	353	15,353	40,000	4.70%	940	40,940	40,000	4.70%	940	40,940	50,000	4.70%	1,175	51,175	2046	145,000	3,408	148,408
2047																	2047	0	0	0
2048																	2048	0	0	0
2049																	2049	0	0	0
2050																	2050	0	0	0
2051																	2051	0	0	0
2052																	2052	0	0	0
2053																	2053	0	0	0
2054																	2054	0	0	0
Total	510,000		251,210	761,210	1,015,000		512,032	1,527,032	510,000		265,385	775,385	2,035,000		930,196	2,965,196	Total	4,070,000	1,958,822	6,028,822

Notes:

1) Estimated Rate assumes



# Table 5

# Allocation of Debt Service - 2027 G.O. Notes

City of Plymouth, WI

Year		Fire Po	ortion		Year		т	otals
Ending	Principal	Est. Rate	Interest	Total	Ending	Principal (5/1)	Interest	Pre. Dep. To D.S.
2025				0	2025	0	0	C
2026				0	2026	0	0	C
2027				0	2027	0	0	C
2028	30,000	3.98%	129,814	159,814	2028	30,000	129,814	C
2029	75,000	3.95%	84,265	159,265	2029	75,000	84,265	C
2030	60,000	3.83%	81,635	141,635	2030	60,000	81,635	C
2031	80,000	3.82%	78,958	158,958	2031	80,000	78,958	C
2032	80,000	3.82%	75,902	155,902	2032	80,000	75,902	C
2033	85,000	3.82%	72,751	157,751	2033	85,000	72,751	C
2034	90,000	3.82%	69,408	159,408	2034	90,000	69,408	C
2035	90,000	3.82%	65 <i>,</i> 970	155,970	2035	90,000	65,970	(
2036	125,000	3.82%	61,864	186,864	2036	125,000	61,864	(
2037	125,000	3.83%	57,082	182,082	2037	125,000	57,082	(
2038	125,000	3.87%	52,270	177,270	2038	125,000	52,270	(
2039	110,000	3.92%	47,695	157,695	2039	110,000	47,695	(
2040	110,000	4.02%	43,328	153,328	2040	110,000	43,328	(
2041	115,000	4.42%	38,576	153,576	2041	115,000	38,576	
2042	120,000	4.65%	33,244	153,244	2042	120,000	33,244	
2043	125,000	4.65%	27,548	152,548	2043	125,000	27,548	
2044	125,000	4.67%	21,723	146,723	2044	125,000	21,723	
2045	130,000	4.73%	15,730	145,730	2045	130,000	15,730	
2046	130,000	4.75%	9,568	139,568	2046	130,000	9,568	
2047	135,000	4.80%	3,240	138,240	2047	135,000	3,240	
2048				0	2048	0	0	
2049				0	2049	0	0	
2050				0	2050	0	0	
2051				0	2051	0	0	
2052				0	2052	0	0	
2053				0	2053	0	0	
2054				0	2054	0	0	
Total	2,065,000		1,070,568	3,135,568	Total	2,065,000	1,070,568	

Notes:

1) Estimated Rate assumes

Total
0 0 0 159,814
159,265 141,635 158,958 155,902 157,751 159,408
155,970 186,864 182,082 177,270 157,695 153,328
153,328 153,576 153,244 152,548 146,723
145,730 139,568 138,240 0 0
0 0 0 0 0
3,135,568



# Table 6Financing Plan Tax Impact - 2025 GO Notes Only

City of Plymouth, WI

				Existing Debt								Proposed D	ebt					
										2025 G.O. Notes	Abater	ments	Debt Serv	vice Levy		Taxes		
					Net Debt	Change			Annual Taxes	4,270,000			Total	Levy Change	Total Tax	Annual Taxes	Annual Taxes	
Year	Total Debt	Less:	Less:	Less:	Service	From Prior	Equalized Value	Tax Rate	\$100,000	Dated: 5/1/2025	Less:	Less:	Net Debt	from Prior	Rate for	\$100,000	Difference	Year
Ending	Payments	Water	TID 5	TID 6	Levy	Year Levy	(TID OUT)	Per \$1,000	Home	Total Principal and Interest	Utility Portion	Electric Portion	Service Levy	Year	Debt Service	Home	From Existing	Ending
2025	1,502,556	(777,106)	(243,175)	(99 <i>,</i> 675)	382,600		951,681,500	\$0.40	\$40.20	0	0	0	382,600		\$0.40	\$40	\$0.00	
2026	784,900	(288,675)	(172,400)	(97,125)	226,700	(155,900)		\$0.23	\$22.84	324,370	(40,649)	(128,764)	381,657	(943)	\$0.38	\$38	\$16	2026
2027	795,900	(290,875)	(173,350)	(104,425)	227,250	550	1,201,350,615	\$0.19	\$18.92	308,085	(39,806)	(132,327)	363,202	(18,455)	\$0.30	\$30	\$11	2027
2028	571,200	(294,150)	(170,050)	(107,000)	0	(227,250)		\$0.00	\$0.00	513,647	(39,068)	(129,929)	344,651	(18,551)	\$0.28	\$28	\$28	2028
2029	575,250	(293,600)	(171,700)	(109,950)	0	0	1,306,490,865	\$0.00	\$0.00	500,416	(38,343)	(132,482)	329,592	(15,060)	\$0.25	\$25	\$25	2029
2030	385,950	(283,050)	0	(102,900)	0	0	1,362,462,879	\$0.00	\$0.00	462,656	(37,619)	(129,948)	295,089	(34,503)	\$0.22	\$22	\$22	2030
2031	363,600	(267,650)	0	(95,950)	0	0	1,420,832,818	\$0.00	\$0.00	435,619	(36,895)	(132,324)	266,401	(28,688)	\$0.19	\$19	\$19	2031
2032	0	0	0	0	0	0	1,481,703,412	\$0.00	\$0.00	423,854	(36,171)	(129,609)	258,075	(8,326)	\$0.17	\$17	\$17	2032
2033	0	0	0	0	0	0	1,545,181,793	\$0.00	\$0.00	421,908	(40,356)	(131,803)	249,749	(8,326)	\$0.16	\$16	\$16	2033
2034	0	0	0	0	0	0	1,611,379,682	\$0.00	\$0.00	409,781	(39,451)	(128,907)	241,423	(8,326)	\$0.15	\$15	\$15	2034
2035	0	0	0	0	0	0	1,680,413,587	\$0.00	\$0.00	373,091	(38,545)	(130,916)	203,630	(37,793)	\$0.12	\$12	\$12	2035
2036	0	0	0	0	0	0	1,752,405,008	\$0.00	\$0.00	165,446	(37,632)	(127,814)	0	(203,630)	\$0.00	\$0	\$0	2036
2037	0	0	0	0	0	0	1,827,480,648	\$0.00	\$0.00	166,289	(36,709)	(129,580)	0	0	\$0.00	\$0	\$0	2037
2038	0	0	0	0	0	0	1,905,772,641	\$0.00	\$0.00	161,953	(35,766)	(126,187)	0	0	\$0.00	\$0	\$0	2038
2039	0	0	0	0	0	0	1,987,418,779	\$0.00	\$0.00	167,119	(39,656)	(127,464)	0	0	\$0.00	\$0	\$0	2039
2040	0	0	0	0	0	0	2,072,562,759	\$0.00	\$0.00	166,589	(38,355)	(128,234)	0	0	\$0.00	\$0	\$0	2040
2041	0	0	0	0	0	0	2,161,354,434	\$0.00	\$0.00	165,693	(37,020)	(128,673)	0	0	\$0.00	\$0	\$0	2041
2042	0	0	0	0	0	0	2,253,950,077	\$0.00	\$0.00	169,448	(40,570)	(128,878)	0	0	\$0.00	\$0	\$0	2042
2043	0	0	0	0	0	0	2,350,512,655	\$0.00	\$0.00	167,810	(38,995)	(128,815)	0	0	\$0.00	\$0	\$0	2043
2044	0	0	0	0	0	0	2,451,212,118	\$0.00	\$0.00	165,886	(37,406)	(128,480)	0	0	\$0.00	\$0	\$0	2044
2045	0	0	0	0	0	0	2,556,225,695	\$0.00	\$0.00	163,680	(35,805)	(127,875)	0	0	\$0.00	\$0	\$0	2045
Total	4,979,356	(2,495,106)	(930,675)	(717,025)	836,550					5,833,339	(764,814)	(2,589,007)			Tabalo		\$196.53	Total
Notos															Total Cost o	of Finaning Plan to	Sample Taxpayer	4

Notes:



# Table 7 Financing Plan Tax Impact - 2025-2027 CIP

City of Plymouth, WI

				Existing Debt							Propos	sed Debt			
										Debt Ser	vice Levy		Taxes		
					Net Debt	Change			Annual Taxes	Total	Levy Change	Total Tax	Annual Taxes	Annual Taxes	1
Year	Total Debt	Less:	Less:	Less:	Service	From Prior	Equalized Value	Tax Rate	\$100,000	Net Debt	from Prior	Rate for	\$100,000	Difference	Year
Ending	Payments	Water	TID 5	TID 6	Levy	Year Levy	(TID OUT)	Per \$1,000	Home	Service Levy	Year	Debt Service	Home	From Existing	Ending
2025	1,502,556	(777,106)	(243,175)	(99,675)	382,600		951,681,500	\$0.40	\$40.20	382,600		\$0.40	\$40	\$0.00	2025
2026	784,900	(288,675)	(172,400)	(97,125)	226,700	(155,900)	992,452,953	\$0.23	\$22.84	381,657	(943)	\$0.38	\$38	\$16	2026
2027	795,900	(290,875)	(173,350)	(104,425)	227,250	550	1,201,350,615	\$0.19	\$18.92	619,057	237,401	\$0.52	\$52	\$33	2027
2028	571,200	(294,150)	(170,050)	(107,000)	0	(227,250)	1,252,818,265	\$0.00	\$0.00	769,928	150,870	\$0.61	\$61	\$61	2028
2029	575,250	(293,600)	(171,700)	(109,950)	0	0	1,306,490,865	\$0.00	\$0.00	749,582	(20,346)	\$0.57	\$57	\$57	2029
2030	385,950	(283,050)	0	(102,900)	0	0	1,362,462,879	\$0.00	\$0.00	697,700	(51,882)	\$0.51	\$51	\$51	2030
2031	363,600	(267,650)	0	(95,950)	0	0	1,420,832,818	\$0.00	\$0.00	681,499	(16,201)	\$0.48	\$48	\$48	2031
2032	0	0	0	0	0	0	1,481,703,412	\$0.00	\$0.00	680,002	(1,497)	\$0.46	\$46	\$46	2032
2033	0	0	0	0	0	0	1,545,181,793	\$0.00	\$0.00	677,945	(2,058)	\$0.44	\$44	\$44	2033
2034	0	0	0	0	0	0	1,611,379,682	\$0.00	\$0.00	670,417	(7,528)	\$0.42	\$42	\$42	2034
2035	0	0	0	0	0	0	1,680,413,587	\$0.00	\$0.00	628,141	(42,276)	\$0.37	\$37	\$37	2035
2036	0	0	0	0	0	0	1,752,405,008	\$0.00	\$0.00	557,207	(70,934)	\$0.32	\$32	\$32	2036
2037	0	0	0	0	0	0	1,827,480,648	\$0.00	\$0.00	532,302	(24,905)	\$0.29	\$29	\$29	2037
2038	0	0	0	0	0	0	1,905,772,641	\$0.00	\$0.00	512,528	(19,774)	\$0.27	\$27	\$27	2038
2039	0	0	0	0	0	0	1,987,418,779	\$0.00	\$0.00	482,891	(29,637)	\$0.24	\$24	\$24	2039
2040	0	0	0	0	0	0	2,072,562,759	\$0.00	\$0.00	477,596	(5,295)	\$0.23	\$23	\$23	2040
2041	0	0	0	0	0	0	2,161,354,434	\$0.00	\$0.00	456,097	(21,500)	\$0.21	\$21	\$21	2041
2042	0	0	0	0	0	0	2,253,950,077	\$0.00	\$0.00	404,845	(51,252)	\$0.18	\$18	\$18	2042
2043	0	0	0	0	0	0	2,350,512,655	\$0.00	\$0.00	374,574	(30,271)	\$0.16	\$16	\$16	2043
2044	0	0	0	0	0	0	2,451,212,118	\$0.00	\$0.00	330,243	(44,331)	\$0.13	\$13	\$13	2044
2045	0	0	0	0	0	0	2,556,225,695	\$0.00	\$0.00	252,990	(77,254)	\$0.10	\$10	\$10	2045
2046	0	0	0	0	0	0	2,665,738,211	\$0.00	\$0.00	247,035	(5,955)	\$0.09	\$9	\$9	2046
2047	0	0	0	0	0	0	2,779,942,406	\$0.00	\$0.00	138,240	(108,795)	\$0.05	\$5	\$5	2047
2048	0	0	0	0	0	0	2,899,039,278	\$0.00	\$0.00	0	(138,240)	\$0.00	\$0	\$0	2048
2049	0	0	0	0	0	0	3,023,238,438	\$0.00	\$0.00	0	0	\$0.00	\$0	\$0	2049
2050	0	0	0	0	0	0	3,152,758,475	\$0.00	\$0.00	0	0	\$0.00	\$0	\$0	2050
2051	0	0	0	0	0	0	3,287,827,344	\$0.00	\$0.00	0	0	\$0.00	\$0	\$0	2051
2052	0	0	0	0	0	0	3,428,682,764	\$0.00	\$0.00	0	0	\$0.00	\$0	\$0	2052
2053	0	0	0	0	0	0	3,575,572,639	\$0.00	\$0.00	0	0	\$0.00	\$0	\$0	2053
2054	0	0	0	0	0	0	3,728,755,496	0	0	0	0	0	0	0	2054
Total	4,979,356	(2,495,106)	(930,675)	(717,025)	836,550									\$662.75	Tota
												Total Cost o	of Finaning Plan to	Sample Taxnaver	



# Table 8

# **General Obligation Debt Capacity Analysis - Impact of Financing Plan**

City of Plymouth, WI

		Existing Debt					Proposed D				
	Projected		Existing					Combined Principal			
Year	Equalized		Principal					Existing			Year
Ending	Value (TID IN) <sup>1</sup>	Debt Limit	Outstanding	% of Limit	2025 G.O. Notes	2026 G.O. Notes	2027 G.O. Notes	& Proposed	% of Limit	<b>Residual Capacity</b>	Ending
2024	1,161,710,500	58,085,525	3,300,000	6%				\$3,300,000	6%	\$54,785,525	2024
2025	1,210,416,848	60,520,842	2,580,000	4%	4,270,000			\$6,850,000	11%	\$53,670,842	2025
2026	1,261,165,278	63,058,264	1,830,000	3%	4,190,000	4,070,000		\$10,090,000	16%	\$52,968,264	2026
2027	1,314,041,408	65,702,070	1,290,000	2%	4,040,000	4,025,000	2,065,000	\$11,420,000	17%	\$54,282,070	2027
2028	1,369,134,443	68,456,722	735,000	1%	3,675,000	3,880,000	2,035,000	\$10,325,000	15%	\$58,131,722	2028
2029	1,426,537,332	71,326,867	360,000	1%	3,310,000	3,735,000	1,960,000	\$9,365,000	13%	\$61,961,867	2029
2030	1,486,346,918	74,317,346	0	0%	2,970,000	3,585,000	1,900,000	\$8,455,000	11%	\$65,862,346	2030
2031	1,548,664,105	77,433,205		0%	2,645,000	3,435,000	1,820,000	\$7,900,000	10%	\$69,533,205	2031
2032	1,613,594,027	80,679,701		0%	2,320,000	3,270,000	1,740,000	\$7,330,000	9%	\$73,349,701	2032
2033	1,681,246,228	84,062,311		0%	1,985,000	3,095,000	1,655,000	\$6,735,000	8%	\$77,327,311	2033
2034	1,751,734,843	87,586,742		0%	1,650,000	2,910,000	1,565,000	\$6,125,000	7%	\$81,461,742	2034
2035	1,825,178,792	91,258,940		0%	1,340,000	2,720,000	1,475,000	\$5,535,000	6%	\$85,723,940	2035
2036	1,901,701,982	95,085,099		0%	1,230,000	2,420,000	1,350,000	\$5,000,000	5%	\$90,085,099	2036
2037	1,981,433,514	99,071,676		0%	1,115,000	2,130,000	1,225,000	\$4,470,000	5%	\$94,601,676	2037
2038	2,064,507,904	103,225,395		0%	1,000,000	1,845,000	1,100,000	\$3,945,000	4%	\$99,280,395	2038
2039	2,151,065,304	107,553,265		0%	875,000	1,560,000	990,000	\$3,425,000	3%	\$104,128,265	2039
2040	2,241,251,744	112,062,587		0%	745,000	1,260,000	880,000	\$2,885,000	3%	\$109,177,587	2040
2041	2,335,219,379	116,760,969		0%	610,000	970,000	765,000	\$2,345,000	2%	\$114,415,969	2041
2042	2,433,126,738	121,656,337		0%	465,000	720,000	645,000	\$1,830,000	2%	\$119,826,337	2042
2043	2,535,139,002	126,756,950		0%	315,000	485,000	520,000	\$1,320,000	1%	\$125,436,950	2043
2044	2,641,428,273	132,071,414		0%	160,000	280,000	395,000	\$835,000	1%	\$131,236,414	2044
2045	2,752,173,871	137,608,694		0%	0	145,000	265,000	\$410,000	0%	\$137,198,694	2045
2046	2,867,562,635	143,378,132		0%		0	135,000	\$135,000	0%	\$143,243,132	2046
2047	2,987,789,235	149,389,462		0%			0	\$0	0%	\$149,389,462	2047
2048	3,113,056,504	155,652,825		0%					0%	\$155,652,825	2048
2049	3,243,575,780	162,178,789		0%					0%	\$162,178,789	2049
2050	3,379,567,261	168,978,363		0%					0%	\$168,978,363	2050
2051	3,521,260,375	176,063,019		0%					0%	\$176,063,019	2051
2052	3,668,894,173	183,444,709		0%					0%	\$183,444,709	2052
2053	3,822,717,726	191,135,886		0%					0%	\$191,135,886	2053

Notes:

1) Projected TID IN EV based on 5-year average at 0.0419264076350484 % annual inflation.



Plymouth Utilities 900 CTH PP - P.O. Box 277 Plymouth, WI 53073-0277



Telephone: 920-893-1471 Facsimile: 920-892-2760 www.PlymouthUtilities.com plymouthutilities@plymouthutilities.com

DATE:	December 10, 2024
TO:	Mayor and Common Council
FROM:	Chris Russo, Finance Director
RE:	Discussion/action regarding Long-Range Utility Cash Flow Analysis

### **Background:**

Financial Sustainability is one of the four key strategic goals of the 2023-2026 City of Plymouth Strategic Plan. Plymouth Utilities is currently in a healthy financial position, and as we plan for future projects, we want to make sure that healthy financial position continues. Some notable future projects on the horizon include: Substation construction, future debt issuances, storage building construction, digester roof replacement, and large ATC capital call requests. To help plan for future fiscal sustainability, we have reached out to Ehlers to prepare a Long-Range Cash Flow Analysis for the Utility. Ehlers are municipal financial advisors who currently help us with investments, debt issuance, Tax Increment Districts (TID's), and other municipal related items. This cash flow analysis will consist of a 10-year outlook for each Utility segment (Electric, Water, and Sewer), along with a final report and presentation to council.

Phase	Scope of Service Event			
1	Water Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500		
1	Sewer Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500		
1	Electric Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500		
Ш	Final Report & Presentation	\$ 1,000		
	Total	\$14,500		

#### **Recommendation:**

Move to approve Ehlers preparation of a Long-Range Utility Cash Flow Analysis.



November 19, 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 Amended Municipal Advisor Client Disclosure with the City of Plymouth ("Client") for 2025 Utility Cash Flow Analysis ("Project" Pursuant to MSRB Rule G-42)

Dear Tim and Christopher:

Ehlers, as a registered Municipal Advisor, has previously sent you a written MA Client Disclosure for 2025 Utility Cash Flow Analysis as required by MSRB Rules. We indicated that the writing might be amended or supplemented to reflect any material changes or additions. Attached you will find an amended written disclosure required for this project. Please review the attached amended written MA Client Disclosure and contact me if you have questions.

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

la Morpe

Kayla Thorpe Associate Municipal Advisor

<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 <a href="http://www.sec.gov/edgar/searchedgar/companysearch.html">http://www.sec.gov/edgar/searchedgar/companysearch.html</a>) 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. 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 Utilities Financial Planning Services

# Scope of Service

Client has requested that Ehlers conduct utilities consulting services for its water, sanitary sewer and electric utilities. ("Project"). Ehlers proposes and agrees to provide the following scope of services in three separate phases:

# Phase I – Information Review

- Request and review the following (we may have this information on file):
  - Audits for each utility for the past four years.
  - Detailed actual revenues and expenses for each of the utilities for the past three years, to the extent they are available.
  - o Most recent available Budgets for all utilities
  - Detailed debt service schedules for all outstanding debt for each utility.
  - Capital improvement plans for each utility.
  - Current Cash balances of the utilities both Restricted and Unrestricted.
- Review budget for all three utilities:
  - Historical revenues by revenue type for the past four years
  - Historical expenses by line item for the past four years to as detailed a level as possible based upon existing utility financial records.
  - Actual utility debt service payments

# Phase II - Long Range Cash Flow Analysis for each Utility

- Prepare separate detailed cash flow analysis for all three utilities with the following:
  - Actual (for the past four years) and budgeted revenues and expenses for each utility based upon the work completed in Phase I above.
  - Development of annual operating expenses for the utilities using an assumed rate of inflation based on historical expenses and discussions with staff.
  - Actual annual debt service expenses for existing utility debt.
  - Planned capital improvement expenses for each utility.
  - The development of preliminary financing plans for planned capital improvement expenses including the use of cash vs. debt financing for each utility.
  - The planned debt service for each utility's upgrades recommended in taking into consideration available and minimum recommended

reserves, existing debt and existing revenue bond covenants if applicable.

- Project revenues and identify projected user rate increases to meet all financial obligations of each utility in future years.
- Use benchmarking analysis to put forth a plan for fiscal sustainability. Using key metrics established by rating agencies, creditors, underwriters, and the PSC, create a plan that focuses on self-sustaining rates.
- Provide City staff with draft analysis to discuss and review the analysis.

## **Phase III - Presentation and Report**

- Be available for one (1) meeting with the Common Council or other designated governing body to present the cash flow analysis for each utility.
- Provide final report to City staff.

# Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers, as follows:

Phase	Scope of Service Event	Fee
1	Water Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500
1	Sewer Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500
1	Electric Long-Range Cash Flow Analysis Delivered Electronically	\$ 4,500
111	Final Report & Presentation	\$ 1,000
	Total	\$14,500

## Payment for Services

For all compensation due to Ehlers, Ehlers 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.

# Hourly Charges

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour. This may include for example, additional scenarios for the Long-Range Cash Flow Analysis.

# **Client Engagement**

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers to provide the services accepted below. This Letter shall be effective as of the date of its acceptance by Client. The above Scope of Services is hereby accepted by the City of Plymouth, Wisconsin, by its authorized officer this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

By:		Title:		
-	(Print Name)		(Print Title)	_
Signature:				

Kenneth Ruggles

Chief of Police Phone: 920-893-6541 Fax: 920-892-6143 Web: www.plymouthgov.com 128 Smith Street P.O. Box 218 Plymouth, WI 53073-0218

TO:	Mayor and Common Council
FROM:	Ken Ruggles, Chief of Police
DATE:	26 November 2024
RE:	In-car and Body Worn Camera project.

On July 9<sup>th</sup>, 2024, the Police Department presented to the Finance and Personnel Committee on our replacement of all In-Car and Body-Worn Cameras. The Committee recommended moving forward with a quote from Motorola Solutions to replace all cameras for a total expenditure over five years of \$130,185. The annual split of funds is uneven based on equipment purchasing and installation fees in the first year.

MOTOROLA P	FLEET/BODY CAMERA	QUOTE				
YEAR	SQUAD CAMS	BODY CAMS	SOFTWARE	INSTALLATION	OTHER FEES	YEARLY TOTAL
2025	\$16,100.00	\$5,652.00	\$421.88	\$17,215.56	\$420.00	\$39,809.44
2026	\$16,100.00	\$5,652.00	\$421.88		\$420.00	\$22,593.88
2027	\$16,100.00	\$5,652.00	\$421.88		\$420.00	\$22,593.88
2028	\$16,100.00	\$5,652.00	\$421.88		\$420.00	\$22,593.88
2029	\$16,100.00	\$5,652.00	\$421.88		\$420.00	\$22,593.88
	\$80,500.00	\$28,260.00	\$2,109.40	\$17,215.56	\$2,100.00	\$130,184.96

After approval of the 2025 Capital Budget, we discovered a discrepancy in the first-year allocation for the camera system. The approved 2025 Capital Budget has \$26,252 allocated.

We are asking Council to approve an adjustment of the 2025 Capital Budget to increase the funding for this project to **\$39,810**; an increase of \$13,558. With recent changes to the bids for the county trail project, the City Administrator advises there is available Capital Fund balance to accommodate this change without impacting the City's overall budget balance.

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

DATE:	December 5, 2024
TO:	Mayor and Common Council
FROM:	Tim Blakeslee, City Administrator/Utilities Manager
RE:	Approval of agreement with Sensus USA, Inc.

**Background:** The Plymouth 2023-2026 Strategic Plan includes an initiative to develop an Outage Management System (OMS). This system aims to create real-time connections between internal systems, supporting Electric Utility goals for faster outage response and data-driven decisions regarding electric distribution system upgrades and maintenance.

The 2024 budget allocated funds for the purchase of a Regional Network Interface (RNI) from Sensus and software from mPower Innovations. These acquisitions include an OMS, data storage, and analytics, with both the RNI and OMS designed to integrate with the City's billing system. The buildout of this system is currently underway.

Sensus USA Inc. currently supplies the Advanced Metering Infrastructure (AMI) electric meters used by Plymouth Electric Utility. However, these AMI meters currently transmit data to WPPI, which then forwards portions of the data to Plymouth Utilities. For the OMS to function effectively, Plymouth Utilities requires direct, real-time access to meter data.

The attached agreement with Sensus USA Inc. replaces the existing agreement and ensures that meter data is provided directly to Plymouth Utilities, enabling integration with the OMS. The updated agreement has an initial 10-year term. Electric Utility staff will be present at the Council meeting to explain the significance of implementing this system.

Staff Recommendation: Move to approve the agreement with Sensus USA, Inc.

## Attachments:

• Agreement.

#### Software as a Service Agreement

between

Plymouth Utilities ("<u>Customer</u>")

and Sensus USA Inc. ("<u>Sensus</u>")

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on September 27, 2016 (the "<u>Original Agreement</u>"); and

NOW THEREFORE, the parties now desire to amend and restate the terms of their relationship by executing a new agreement which will end the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("<u>Agreement</u>") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "<u>Effective Date</u>."

This Agreement shall commence on the Effective Date and continue for/until: Ten (10) years ("<u>Initial Term</u>"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of ten (10) years ("<u>Renewal Term</u>"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "<u>Term</u>" shall refer to both the Initial Term and each Renewal Term.

Sensus USA	IncDocuSigned by:	Customer: F	Plymouth Utilities
By:	F4E3CE44E43A4A6	By:	
Name:	Mark Newton	Name:	
Title:	Vice President - Smart Mete	erin <b>g</b> itle:	
Date:	12/3/2024	Date:	

#### Contents of this Agreement:

Agreement Exhibit A Software Exhibit B Technical Support

#### Agreement

#### 1. General

A. Agreement Generally. The scope of this Agreement includes Sensus providing the specified services, usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution in consideration of Customer's purchase and payment to Sensus' Authorized Distributor under separate agreement by and between Customer and Sensus' Authorized Distributor, for all such goods and services.

#### 2. Software.

- A. Software as a Service ("SaaS")
  - i Sensus shall provide Customer with SaaS, as defined in Exhibit A, and Technical Support during the Term and only so long as Customer is current in its payments for such services. Upon the expiration or termination of this Agreement, Sensus will have no obligation to provide any further Services or Technical Support.
  - ii Sensus will provide Technical Support for any given Release in accordance with Exhibit B for four (4) years from the date Sensus issues the Release. Sensus will provide Engineering Support of any given release for two (2) years from the date Sensus issues the Release. Notwithstanding the foregoing, in the event of a critical security vulnerability (in Sensus' reasonable discretion), Customer acknowledges (i) that in order to receive particular vulnerability or defect corrections (whether by Patch, Update or Upgrade), Customer may need to move to a more recent supported Release of the Software, and (ii) Sensus reserves the right to discontinue supporting Releases of the Software, including in the event such Software has been identified by Sensus as end of life. Sensus may declare Software "end of life" upon either (i) the relevant window of Technical Support or Engineering Support ending or (ii) becoming aware of a security incident or vulnerability.
- B. UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

#### 3. Spectrum

- A. Spectrum Lease. The parties previously entered into a spectrum manager lease on 9/27/2016 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
- 4. Equipment.
  - A. Purchase of Equipment. Customer shall purchase all Field Devices, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
  - B. First Article Testing. Prior to manufacture of full order of FlexNet electric meters and/or modules, Sensus shall manufacture and deliver four (4) samples, or other Customer-designated quantity not to exceed twelve (12), (the "<u>First Articles</u>") of each electric meter and/or module ordered to Customer to ensure that the meter and/or module meets the Customer's Requirements Documentation. Following Customer acceptance of the First Articles in accordance with Sensus' first article policy, Sensus will commence manufacture of the applicable meters and/or modules. As used herein, Requirements Documentation shall mean the meter order packet, nameplate definition and approval, manufacturing data file, specific metrology configuration, specific FlexNet configuration, and labeling information. This provision shall apply whether the Customer orders meters directly from Sensus or Sensus' authorized distributor.
  - THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL C. REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, SENSUS MAKES NO WARRANTIES OR PROMISE (I) THAT ITS SOFTWARE AS A SERVICE, SOFTWARE OR OTHER SERVICES WILL OPERATE IN CONJUNCTION WITH ANY SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, (II) THAT THE OPERATION OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR VULNERABILITY FREE, OR (III) THAT ALL DEFECTS, BUGS, ERRORS OR VULNERABILITIES CAN OR WILL BE FIXED OR REMEDIATED. CUSTOMER ACKNOWLEDGES THAT SENSUS DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET OR ACROSS OTHER NETWORKS, AND THE SOFTWARE AS A SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OR OPERATION OF SUCH INTERNET OR NETWORKS. SENSUS IS NOT RESPONSIBLE FOR ANY DAMAGES, INCIDENTS, DELAYS, DELIVERY PROBLEMS, OR OTHER PROBLEMS RESULTING FROM SUCH INTERNET OR NETWORK PROBLEMS. IN NO EVENT IS SENSUS RESPONSIBLE OR LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SOFTWARE AS A SERVICE OR ANY SENSUS SOFTWARE THAT ARISE FROM CUSTOMER'S OR ITS THIRD PARTIES' ENVIRONMENT; FAILURE TO IMPLEMENT PATCHES, UPDATES OR UPGRADES; SYSTEMS; CONTENT; NETWORKS; OR DEVICES. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF THE SOFTWARE AS A SERVICE. SENSUS SOFTWARE AND OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.
- 5. Services.
  - A. Installation of Equipment. Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement. Sensus is not responsible for any problems that arise from the installation services (e.g., faulty configuration).
  - B. Technical Support. Sensus shall provide Customer the technical support set forth in Exhibit B.
  - C. Project Management. Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. Training. Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - E. IT Systems Integration Services. Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
  - F. WAN Backhaul connection services are not included in this Agreement.
- 6. General Terms and Conditions.
  - A. Infringement Indemnity. Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached by Sensus from any litigation instituted against Customer in the United States by a third party to the extent alleging that the FlexNet System as provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings and any settlement. Notwithstanding the foregoing, Sensus shall have no obligation or liability under this indemnity

unless Customer cooperates fully with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no obligation or liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use or in a manner that exceeds the licenses and rights provided herein. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may at its option; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY AND OBLIGATION FOR ANY CLAIM OF INFRINGEMENT.

- B. Limitation of Liability. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates, including from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. Termination. Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. Force Majeure. If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. Notwithstanding anything herein to the contrary, in no event will Sensus be liable for the consequences or impact of any Force Majeure event.
- E. Temporary Service Suspension. Sensus may suspend the Services without liability if: (i) Customer fails to pay Sensus or its authorized distributor when payment is due; (ii) Sensus reasonably believes that the Services are being used in violation of the Agreement; (iii) Sensus is required by applicable law or by a regulatory or government body to suspend Customer's access to the Services; (iv) a Force Majeure event requires Sensus to suspend Customer's access; or (v) there is another event for which Sensus reasonably believes that the suspension of Services is necessary to protect the Services. Sensus will give Customer advance notice of a suspension where reasonably possible under the circumstances. If a suspension is based on Customer's breach of Customer's obligations under the Agreement, Sensus may continue to charge Customer the fees for the Services during suspension.

#### F. Intellectual Property Rights.

- <u>Software and Materials</u>. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "<u>Sensus IP</u>"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. <u>Customer Data</u>. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "<u>Customer Data</u>" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like. Customer represents to Sensus that Customer (i) has sufficient rights in all Customer Data, to hold the Customer Data and deliver it to Sensus as required for the Services to be performed as contemplated in the Agreement, and (ii) has obtained (and is responsible for maintaining) from all individuals, persons and third parties whose personal information is contained in the Customer Data all required consents and authorizations, and has provided to all individuals, persons, and third parties the notices with respect to the collection, retention, disclosure and use of the Customer Data as contemplated for the purposes of this Agreement that are required under applicable foreign, federal and state laws and regulations, including but not limited to relevant privacy laws and regulations.
- iii. <u>Consent to Use of Customer Data</u>. Customer hereby irrevocably grants to Sensus a world-wide royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment, software, or service; or (4) for any other internal use. As used herein, "<u>Service</u>" means Sensus' obligations under this Agreement, such as the Software as a Service.
- iv. <u>Copy of Customer Data</u>. Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote.
- G. Data Privacy. Customer acknowledges and agrees that Sensus and its Affiliates (collectively, "<u>Xylem</u>") may collect and process personal data for the purposes outlined in this Agreement and in Xylem's then-current privacy policy. Xylem's data privacy policy is available and maintained at <a href="https://www.xylem.com/en-us/support/privacy/">https://www.xylem.com/en-us/support/privacy/</a> or any successor web page designated by Xylem from time-to-time. The collection and use of personal data by Customer, including providing necessary notices and obtaining required consents from end users, is Customer's sole responsibility.
- H. Right to use Feedback. Customer grants Sensus a royalty-free, worldwide, irrevocable, perpetual license to use, aggregate, alter or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its employees and agents.
- I. Confidentiality. Except as may be required under applicable law, court order, or regulation, or to the extent permitted under or required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. Without limiting any other obligations in this Agreement, Customer shall not provide Sensus's Confidential Information to any person who designs or develops software products or services that compete with Sensus's software products and services. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient" means either party that discloses Confidential Information, and "Recipient" means either party that receives

it. The receiving party will return or destroy the other party's Confidential Information upon receiving written notice from the other party, provided that such return or destruction does not interfere with the receiving party's rights and obligations under this Agreement, including Sensus' right to use Customer Data. The foregoing does not require the receiving party to search its archived electronic back-up files of its computer systems for the other party's Confidential Information to purge such Confidential Information from its archived files; provided, however, that the receiving party must: (i) maintain the confidentiality of such archived Confidential Information as if this Agreement were still in effect and (ii) not use such archived Confidential Information for any purpose.

- J. Compliance with Laws. Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
  - i. Export Control Laws. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
  - ii. Anti-Corruption Laws. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- K. Non-Waiver of Rights. A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- L. Assignment and Sub-contracting. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- M. Amendments. No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- N. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- 0. Survival. The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- P. Severability. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- Q. Four Corners. This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

#### 7. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "Confidential Information" means any and all non-public information of either party, including all technical or performance information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party. For the avoidance of doubt, information about the performance, operation, specifications, or features of the Services and FlexNet System is the Confidential Information of Sensus.
- C. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. "Engineering Support" means providing Patches and Updates to Software.
- E. "Field Devices" means the SmartPoint Modules.
- F. "FlexNet Base Station" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. "FlexNet System" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, pandemic, illegal misconduct, sabotage, interruptions in power, communications or Internet service, acts of governments or government-backed actors, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, embargoes, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. "Hosted Software" means those items listed as an Application in Exhibit A.

- J. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. "LCM" identifies the load control modules.
- M. "Licensed Software" means the Software licensed hereunder pursuant to the terms of the Agreement.
- N. "Ongoing Fee" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- 0. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults, vulnerabilities and defects found in the Software. For clarity, Patches are not Updates or Upgrades.
- P. "Permitted Use" means only for reading Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. "R100 Unit" identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. "Release" means both Updates and Upgrades.
- S. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. "RF" means Radio Frequency.
- U. "RF Field Equipment" means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- V. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- W. "RNI Software" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- X. "Security Breach" means a cybersecurity incident whereby an unauthorized third party intentionally compromises the security of Customer's tenant environment in Sensus' Software as a Service solution and gains access to Customer's tenant environment and data.
- Y. "Service Territory" identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- Z. "Server Hardware" means the RNI hardware.
- AA. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- BB. "Software" means all the Sensus proprietary software provided as a service pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.
- CC. "Technical Support" means the services set forth on Exhibit B.
- DD. "Updates" means releases of the Software that constitute a minor improvement in functionality.
- EE. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- FF. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

#### Exhibit A Software

#### Software as a Service

#### . Description of Services.

This exhibit contains the details of the SaaS that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

#### A. Software as a Service Generally.

SaaS is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's Software tenant in Sensus' (or its subcontractor's) data centers. In a Software as a Service solution, Sensus owns (or has third parties operate or provide on its behalf) all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the Applications listed below. These software applications consist of the following (each an "Application"):

#### • Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the Applications. Each Application will have a production and disaster recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.
- C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but the Agreement has not expired or terminated, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

#### D. <u>Software as a Service means only the following services:</u>

- i. Sensus will provide the use of required hardware and or virtual environments, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Applications.
- iii. Sensus will provide Patches, Updates, and Upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - a. Network addresses and virtual private networks (VPN)
  - b. Standard time source (NTP or GPS)
  - c. Security access points
  - d. Respond to relevant alarms and notifications.
- v. Capacity and performance management. Sensus will:
  - a. Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e., database, backspool, logs, message broker storage, etc.)
  - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - a. Implement the data retention plan and policy and will provide the policy upon request.
  - b. Monitor space and capacity requirements.
  - c. Respond to database alarms and notifications.
  - d. Install database software Upgrades and Patches.
  - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to detect and identify incidents.
  - b. Respond to incidents and problems that may occur to the Application(s).
  - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - d. Correlate incidents and problems where applicable.
  - e. Sensus personnel will use the self-service portal to document and track incidents.
  - f. In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

- g. Maintain responsibility for managing incident and problems through resolution (which may include workarounds) and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
  - a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is secure, consistence with NIST security standards.
  - b. Perform intrusion prevention and detection of the data center network and firewalls and monitor logs and alerts.
  - c. Conduct periodic penetration testing of the network and data center facilities.
  - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - e. Perform anti-virus and Malware patch management on systems.
  - f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - g. Respond to threats found on the system and work to eliminate any virus or malware found.
  - h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - i. Monitors industry regulations/standards regarding security NERC, FERC, NIST, OpenSG, etc. through the Sensus security team.
  - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
  - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - e. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - f. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - g. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives ("<u>RTO</u>") and Recovery Point Objectives ("<u>RPO</u>") specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - h. The Application shall have an "RTO" of forty-eight (48) hours.
  - i. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - j. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

#### E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network security, configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts, and periodically change and update account credentials with strong passwords in accordance with security best practices.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- xv. Maintain industry standard cybersecurity controls, standards, and best practices.
- xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.
- F. <u>Software as a Service</u> does not include any of the following services:
  - i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.
  - If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

#### 2. Further Agreements

- A. System Uptime Rate.
  - i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

#### System Uptime Rate = 100 x (TMO - Total Non-Scheduled Downtime minutes in the Month)

тмо

#### ii. Calculations

- a. Targeted Minutes of Operation or TMO means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. Scheduled Downtime means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. Non-Scheduled Downtime means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. Exceptions. Exceptions mean the following events:
  - Force Majeure;
  - Emergency Work, as defined below; and
  - Lack of Internet Availability, as described below.
  - a. Emergency Work. In the event that Force Majeure, emergencies, security incidents, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("<u>Emergency Work</u>"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "<u>Managed Systems</u>"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - b. Lack of Internet Availability. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. System Availability. For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of Service Level Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit accrues. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits or pay cash to Customer for any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
  - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
     v. Dry pipe pre-action fire detection and suppression systems are provided.
  - Dry pipe pre-action fire detection and suppression systems are provided.
     Data significant consistence on the significant constraints and diverse paths, significant constraints are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

#### C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("<u>Customer's Systems</u>") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create strong username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames, and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer's account, account ID, usernames, or passwords. Customer will ensure that its user ID and passwords are regularly (at least monthly) changed, and that only strong user ID and password pairs are used.
- Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching
  problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv)
  supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air
  commands (such as firmware updates or configuration changes).

#### D. Software Solution Components.

- i. Description of Software Solutions. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. Regional Network Interface. The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas) and other sensing devices.

#### 3. Third-Party Software.

A. Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy. Upon written request by Customer. Sensus shall provide a software bill of materials (SBOM) in a file format of Sensus' discretion which lists the third-party software applications and versions incorporated in the Sensus Software. To the extent required by a third-party software provider. Customer hereby agrees to abide by a third-party's end-user license agreement (EULA).

#### Exhibit B Technical Support

#### 1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b. The local distributor.
- c. Sensus employees or contracted personnel, if required to fulfill a contract commitment.

#### 2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

#### 3. Support Hours

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. Afterhours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

#### 4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.
  - a. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

#### 5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into SalesForce Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into SalesForce Knowledge Base.</li> </ul>
3	1 Business Day	30 business days	<ul> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into SalesForce Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>

#### 6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
  - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.
  - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

#### 7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.
- 7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.
- 7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

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

RE:	2025 Capital Project: Purchase of F-150 Truck for the Water Department
FROM:	Cathy Austin, P.E. Director of Public Works
TO:	Mayor and Common Council
DATE:	December 5, 2024

As part of the 2025 Capital Improvement Plan (adopted on 11/112/2024) dollars were allocated to replace one F-150 pick-up truck for the Water Department. Quotes were provided by Ewald Automotive as they currently hold the State of Wisconsin contract for trucks.

F150 XL 4WD Reg Cab 8' Box Pickups.

• Truck: Ewald Automotive Group, Hartford: \$40,592

The budget allocated a total of \$55,000 for this vehicle. There will also be a future expense outfitting the vehicles (i.e. safety lights, utility tools box, etc).

If approved, the truck is anticipated to be delivered March/April 2025.

## **Recommendation**

To approve the purchase of the truck from Ewald Automotive Group for a total of \$40,592.00.



# **Plymouth Utilities**

Prepared For: Matt Schultz

920-893-1471

mschultz@plymouthutilities.com

Vehicle: [Fleet] 2025 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box





Vehicle: [Fleet] 2025 Ford F-150 (F1L) XL 4WD Reg Cab 8' Box ( Complete )

# **Quote Worksheet**

		MSRP
Base Price		\$42,365.00
Dest Charge		\$1,995.00
Total Options		\$2,110.00
	Subtotal	\$46,470.00
	Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount		(\$5,878.00)
	Subtotal Discount	(\$5,878.00)
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$40,592.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$40,592.00

#### Comments:

2025 Ford 4WD F150 Reg Cab 8' Box to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.