

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, OCTOBER 29, 2024 COMMON COUNCIL MEETING
7:00 PM COUNCIL CHAMBERS, ROOM 302
128 SMITH ST. PLYMOUTH, WI 53073**

AGENDA

1. **Call to order and roll call:**
2. **Pledge of Allegiance.**
3. **Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):**
 - A. **Approve minutes of the meeting held Tuesday, October 8, 2024**
 - B. **Approve City and Utility Reports:**
 - I. **Electric, Water and Sewer Sales Report – September 2024**
 - II. **Utility Related Write Offs for October - \$2,296.12**
 - C. **Minutes acknowledged for filing – Committee of the Whole: October 8 – Plymouth Housing Authority: October 9 - Library Board: September 9**
 - D. **Approve Sheboygan County Sheriff's Department Annual Joint Powers Agreement 2025**
4. **Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
5. **Items removed from Consent Agenda:**
6. **Public Hearing followed by Discussion and Action:**
 - A. **Ordinance No. 16 Amending the Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map by Changing Property From Agriculture to Commercial on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road – Tim Blakeslee, City Administrator / Utilities Manager**
 - B. **Ordinance No. 17 Amending the Zoning Map of the Zoning Code of the City of Plymouth from A, Agricultural to B-3 on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road. – Tim Blakeslee, City Administrator / Utilities Manager**
7. **New Business:**
 - A. **Approved Certified Survey Map (CSM) for ; Parcel number 59271829207, Being All Of Lot 2 Of Certified Survey Map As Recorded In Volume 27 Of The Certified Survey Maps, Pages 290-291 As Document No 8409549, Located In Part Of The Northeast ¼ Of The Northeast ¼ Of Section 33, Township 15 North, Range 21 East, City Of Plymouth, Sheboygan County, Wisconsin – Tim Blakeslee, City Administrator / Utilities Manager**

- B. Approval of Development Agreement with Wangard Development LLC – Tim Blakeslee, City Administrator / Utilities Manager**
- C. Announce Public Hearing to be held at Common Council Tuesday November 12, 2024 at 7:00 PM in Room 302 at City Hall, 128 Smith St. Plymouth, WI regarding the proposed 2025 Budget followed by consideration of adoption of the 2025 Budget – Don Pohlman, Mayor**

- 8. Entertain a Motion to go into Closed Session for the following:**
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 – Cheese Capital Winter Park License Negotiations

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 – Judicial Review Substation and Employment Claim

- 9. Entertain a motion to go into open session**
- 10. Discussion and possible action on Closed Session item/s**
- 11. Adjourn to 7:00 PM on Tuesday, November 12, 2024**

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

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

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, OCTOBER 8, 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, and Greg Hildebrand. Also present: City Administrator/Utilities Manager Tim Blakeslee, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, HR Specialist Leah Federwisch, and City Clerk Anna Voigt.
2. **Pledge of Allegiance**
3. **Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Hildebrand/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, September 24, 2024**
 - B. **Approve City and Utility Reports:**
 - I. **List of City & Utility Vouchers dated 09/01/2024 – 09/30/2024**
 - C. **Minutes acknowledged for filing – Finance & Personnel Committee: September 24 – Community Television: September 9 – Joint Review Board: October 2**
 - D. **Building Report for September 2024 – 48 permits at \$1,813,161**
 - E. **Approval of Application for Event: Plymouth Ladewig-Zinkgraf Post 243 – Trunk or Treat, to be held October 27 from Noon – 4:00 PM. Request Park Shelter Fee be Waived.**
 - F. **Approval of Temporary Class B Alcohol License for Generations – 2025 Sheb Deck Private Launch Party, to be held at 1500 Douglas Dr. on December 4 from 5:30 PM – 8:00 PM.**
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 Hearings followed by Council Discussion and Action:**
 - A. **Ordinance No. 15 – An Ordinance Amending Title 13, Chapter 2 Floodplain Zoning of the General Code of Ordinances of the City of Plymouth, WI – Mayor Pohlman opened the public hearing at 7:03 PM. Blakeslee explained the DNR notified the City that FEMA recently updated some of the Flood Insurance Rate Maps and the entire Flood Insurance Study for Sheboygan County. To continue being eligible for floodplain insurance under the National Flood Insurance Plan, the City’s floodplain ordinance must be updated. The Council approved updates to the Floodplain code in August**

2024. In September 2024 the DNR reviewed the submitted changes and requested several minor tweaks. With no further public comment Mayor Pohlman closed the public hearing at 7:04 PM. Motion was made by Tauscheck/Binder to approve Ordinance 15 as presented. Upon the call of the roll, all voted aye. Motion carried.

7. Proclamations:

A. Recognition of Building Inspector Pete Scheuerman– Mayor Pohlman presented Pete Scheuerman with a Proclamation recognizing his years of service for the City of Plymouth. Scheuerman thanked the Council and City of Plymouth for his time at the City. Motion was made by Nelson/Matzdorf to approve the Proclamation. A unanimous aye vote was cast. Motion carried.

8. New Business:

A. Approval of Training Vehicle Trade In – Deputy Police Chief Starker explained that retired Chief Tauscheck’s previous patrol vehicle turned into the City’s training car. The current training car is used by officers, City Hall and Utilities for training and Elections. The car was recently diagnosed with needing a new exhaust system totaling \$3,200. With the car only valued at \$4,000 the Police department is asking to trade in the training vehicle and 2 2020 Ford Explorer previously used as patrol vehicle for a 2022 Ford Explorer with 16,00 miles on it. Motion was made by Tauscheck/Binder to approve replacing the training vehicle with the remaining balance coming from contingency funds.

B. Approval of License Agreement for Attachments to Utility Poles with WE Energies – City Administrator/Utilities Manager Blakeslee explained WE Energies is asking to attach their AMI metering equipment to Utility poles for a fee. Motion was made by Hildebrand/Tauscheck to approve the licensing agreement for wireless attachments to Utility poles between the City of Plymouth and WE Energies. Upon the call of the roll, all voted aye. Motion carried.

9. Entertain a Motion to go into Closed Session for the Following: Motion was made by Nelson/Herrmann to go into closed session. Upon the call of the roll, all voted aye. Motion carried.

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

AND

Pursuant to Wis. Stat. 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the

governmental body has jurisdiction or exercises responsibility 2025 employee compensation.

10. **Entertain a Motion to go into Open Session:** Motion was made by Nelson/Matzdorf to go into open session. Upon the call of the roll, all voted aye. Motion carried.
11. **Discussion and Possible Action on Closed Session Item:** Motion was made by Binder/Hildebrand to deny Chelsea Cadotte's operator license. Upon the call of the roll, all voted aye. Motion carried.
12. **Adjourn to 7:00 PM on Tuesday, October 29, 2024:** Motion was made by Herrmann/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

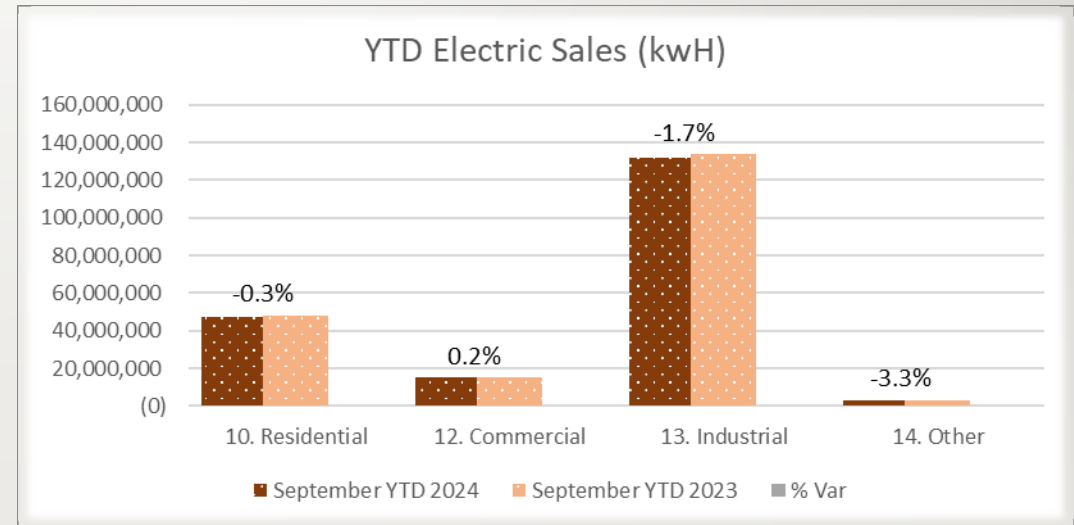
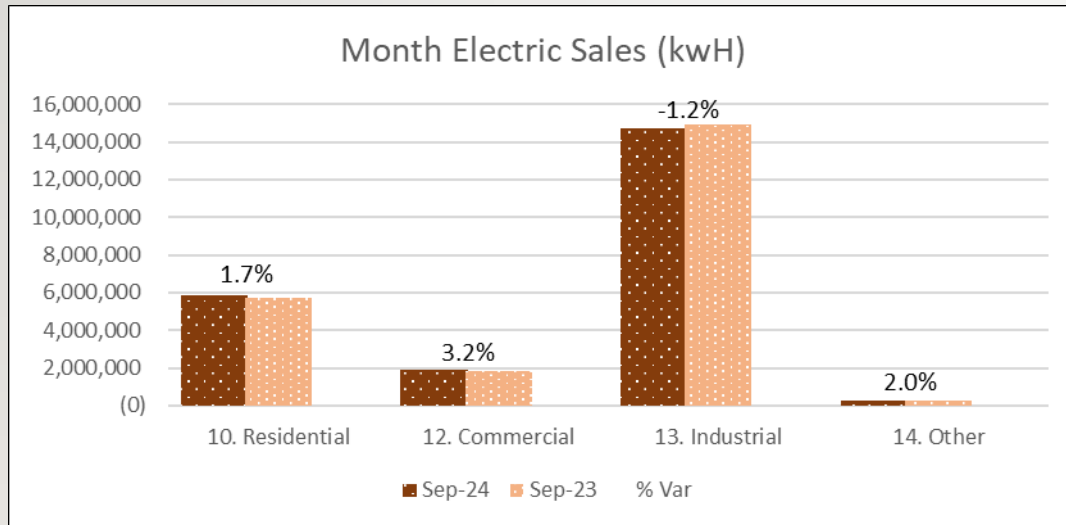


Plymouth Utilities

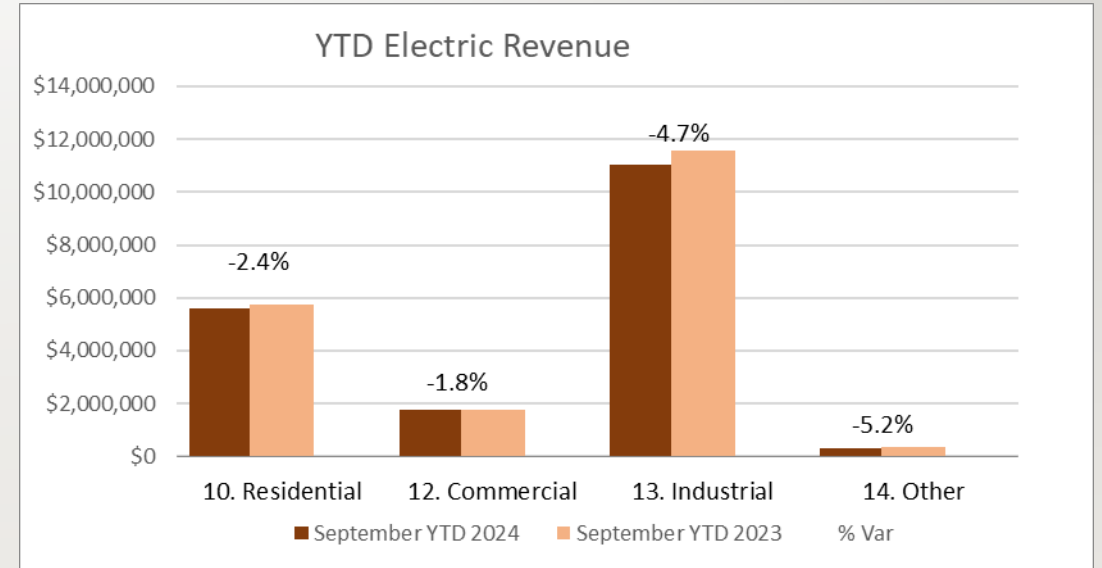
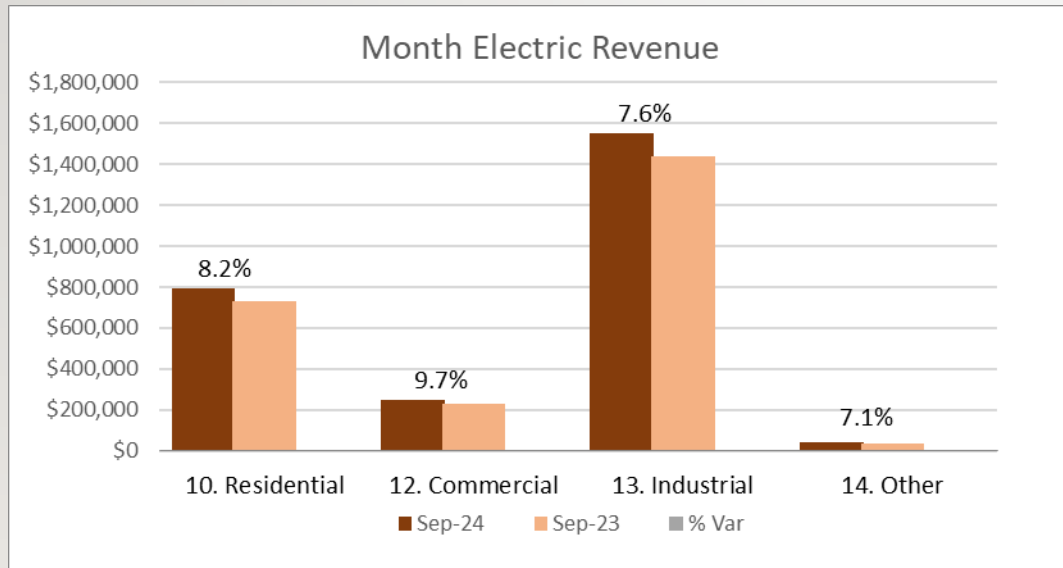
SEPTEMBER 2024

SALES & REVENUE

September 2024 Electric Sales

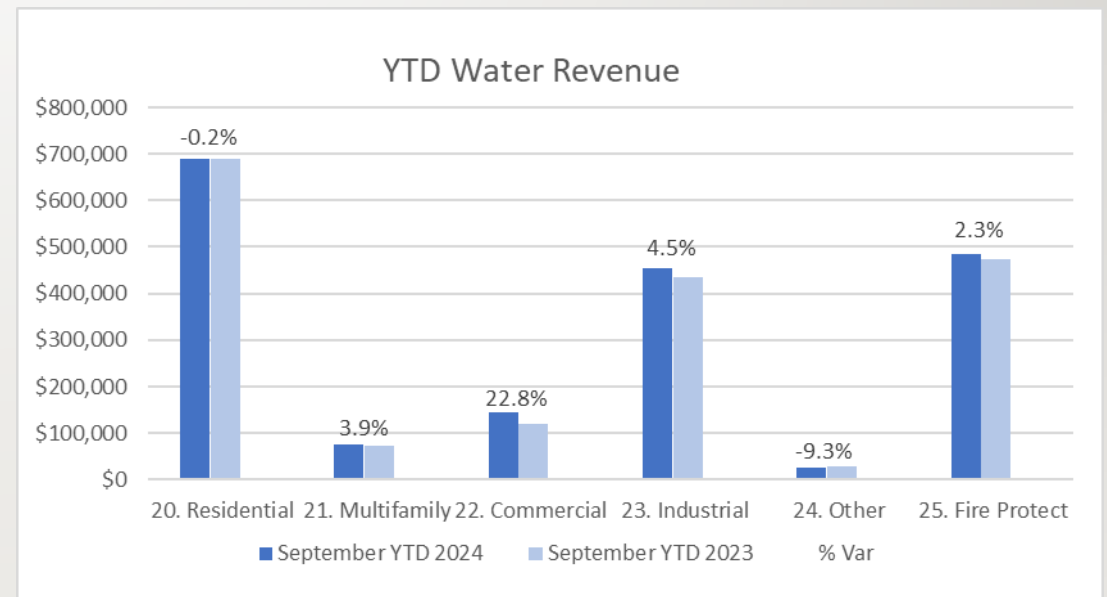
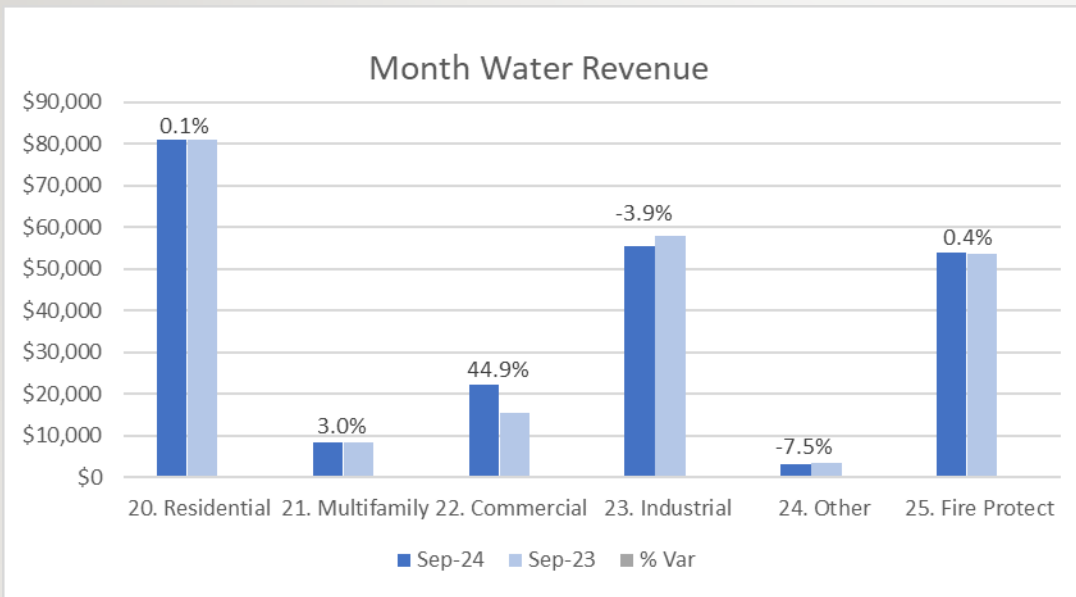


September 2024 Electric Revenue

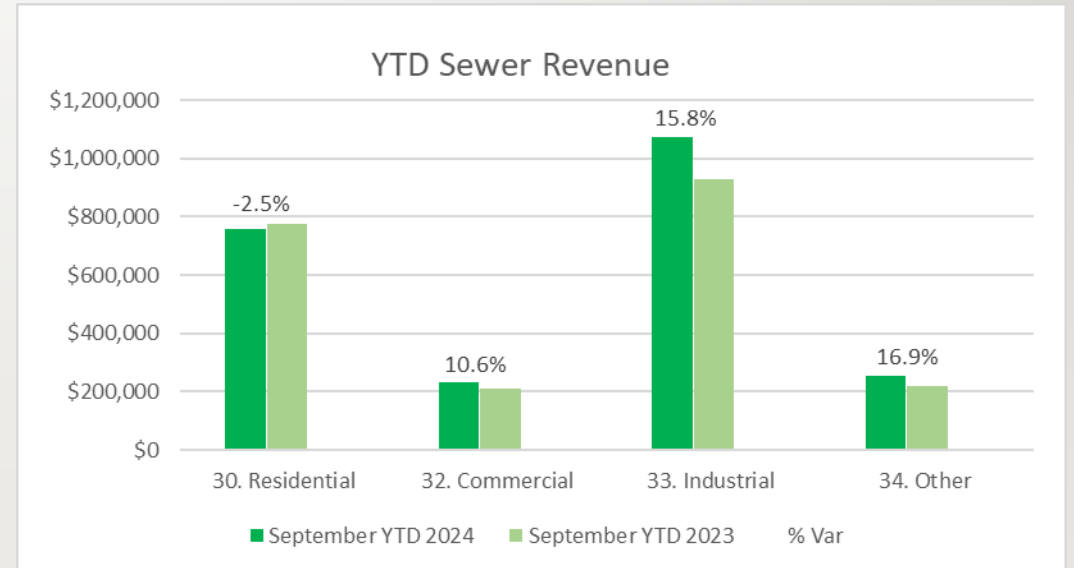
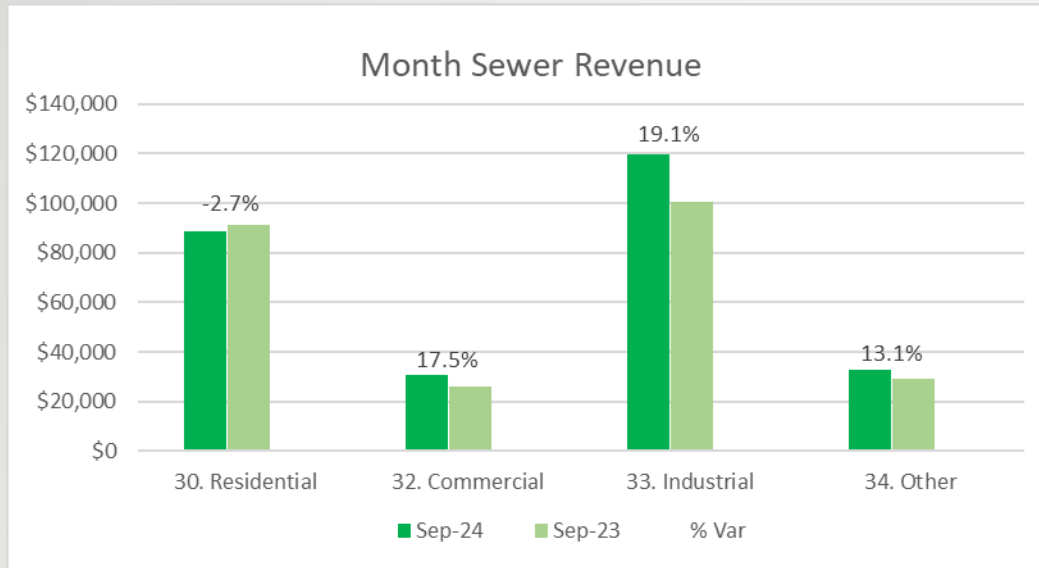


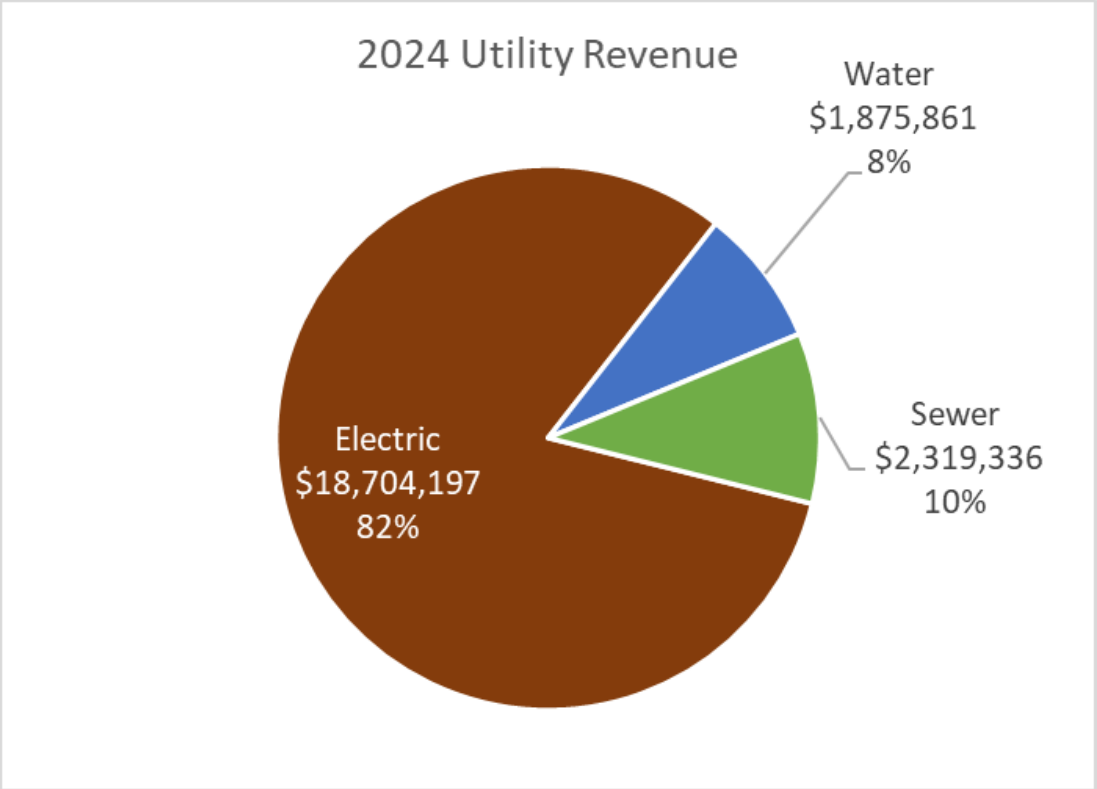
Overall revenue is down from 2023 as a result of reduced PCAC rates. In turn, Purchase Power expense is down.

September 2024 Water Revenue



September 2024 Sewer Revenue





Report Criteria:

Selected types: Write Off

Name	Customer Number	Type	Reference Number	Description	Source ID	Check Number	Amount	Msg	Service
Write Off									
10/18/2024									
MORRIS, CINDY	6.88.21602.17	Write	4	WRITE-OFF SDC			417.51-	M	Multiple
ANDERSON, CHARLEIGH	6.88.66944.23	Write	3	WRITE-OFF SDC			416.36-	M	Multiple
HINTERSTOCKER, NICOL	10.87.38534.24	Write	2	WRITE-OFF SDC			362.20-	M	Multiple
HINTERSTOCKER, NICOL	10.87.38842.12	Write	1	WRITE-OFF SDC			303.32-	M	Multiple
NOTZ, MICAH	10.88.16001.18	Write	5	WRITE-OFF SDC			416.59-	M	Multiple
STROY, MICHAEL	15.87.13251.04	Write	6	WRITE-OFF SDC			380.14-	M	Multiple
Total 10/18/2024:							<u>2,296.12-</u>		
Total Write Off:							<u>2,296.12-</u>		
Grand Totals:							<u>2,296.12-</u>		

CITY OF PLYMOUTH, WISCONSIN
TUESDAY, OCTOBER 8, 2024 COMMITTEE OF THE WHOLE MEETING
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, Greg Hildebrand, Jeff Tauscheck, Angie Matzdorf, John Nelson, Dave Herrmann, and John Binder. The following were 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. **Approve the Minutes from August 27, 2024:** Motion was made by Binder/ Herrmann to approve the minutes from August 27. A unanimous aye vote was cast. Motion carried.
3. **Discussion on Traffic Study at the intersection of County Rd PP and Highway 67:** City Administrator/Utilities Manager Blakeslee explained Alder Herrmann requested a discussion regarding a potential traffic study be done at the intersection of County Rd PP and Highway 67. This is a proposed site for Dollar General that will be presented to Council on October 29. Staff contacted Kapur to provide options and reached out to Kapur to provide options and reached out to the project developer to obtain information on the expected number of vehicles per hour. Blakeslee explained the several different options including; allowing Plan Commission consider the need for a TIA during the standard site plan review, adopt a resolution recommending that Plan Commission require a TIA during the standard site plan review process, independently complete a full TIA, conduct a speed study of Hill and Dale, staff could prepare a resolution for Common Council asking WisDOT to conduct a more detailed study of the intersection, or a combination of the listed items. Blakeslee added this is not a city-controlled intersection. The speed study option on Hill and Dale is estimated \$3,000 and a Formal Report/Memo for a speed Study is estimated \$9,000. Mayor asked the Committee to each share their thoughts and questions. Herrmann stated he received several concerns from residents with the land being rezoned for retail business in an already heavy residential area. The residents are concerned this will increase the traffic at an already busy and dangerous intersection. Herrmann would like to see a study done at the intersection. Matzdorf asked if the speed study is just for Hill and Dale and if the State would do anything unless it's a TIA study. Austin stated that yes, the speed study would only be for Hill and Dale. Kapur indicated based on the traffic volumes provided by Dollar General that a TIA would not show a need for improvement, based solely on the addition of a Dollar General. Nelson stated he didn't have comments at the moment. Hildebrand stated he sat at that intersection and it seemed like it was a race waiting for an accident to happen. He thought there could be a study

done. Tauscheck asked what the crash statistics were. Deputy Police Chief Starker stated he could guess but it's pretty minimal. He would have to reach out to the Sheriff's Department to get statistics. Gilson stated it's a wicked corner and is in favor of a speed study. Binder stated it's a chaotic intersection and the area is likely to develop in the future. The Mayor stated it's too bad the City doesn't have jurisdiction over the intersection. As the area develops something will probably have to be done. Mayor Pohlman stated if something that would create high traffic in that area like a Kwik Trip or apartment buildings a TIA would be needed more. Director of Public Works Austin stated it's a matter of when the City wants to do a TIA. Dollar General isn't going to generate as much traffic as other businesses could as that area is developed. Nelson stated he thinks the speed limit could change at Suchon Funeral home. Mayor Polman asked the Committee who would be in favor of the \$3,000 speed study. Binder, Gilson, Tauscheck, Hildebrand, and Herrmann were in favor of the speed traffic study. Matzdorf and Nelson were not in favor of the study.

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

THE HOUSING AUTHORITY OF THE CITY OF PLYMOUTH

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

BOARD OF COMMISSIONERS

REGULAR MONTHLY MEETING

GENERAL MEETING CALL TO ORDER:

The regular monthly meeting of the Board of Commissioners was called to order at 9:00 AM, October 9th, 2024 by Chairperson Linda Opitz

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

PROCEEDINGS

1. The minutes of the September 4th, 2024 meeting were read. After review of the minutes, a motion was made by Commissioner McMullen and second by Commissioner Vollbrecht to approve the minutes. The motion was carried.
2. Recognition of tenant concerns:
 - a. 1212C is being turned over due to a death. New tenant moving in 10/28/2024
 - b.
3. The September 2024, Income and Expense report was reviewed. A motion was made by Commissioner Groshuesch and second by Commissioner Olig to approve the financial report. The motion carried.
4. The October 2024 invoices were reviewed and discussed and questions were answered by the Executive Director. Commissioner Olig moved that all invoices be paid with Commissioner Vollbrecht seconding the motion. The motion carried.

SECRETARY'S REPORT

1. Fall conference report. HOTMA is delay more.
2. 2024 Capital funds are now available. List for projects will be formulated.
3. 2025 Operating Subsidy was applied for.
4. Wiring for new cameras is complete.

Old BUSINESS

1. No new projects at this time.
2. ED hire; Applications were reviewed. List of interviewees was established.

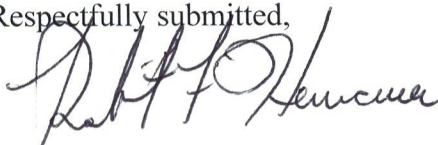
3. NEW BUSINESS

There was no new business to come before the board.

There was no further business to come before the Commissioners of the Authority. A motion to adjourn at 10:45 AM by Commissioner Groshuesch and seconded by Commissioner McMullen. The motion carried.

The next scheduled regular meeting is November 8th, 2024 at 9 AM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert Hemauer", written over a faint, illegible typed name.

Robert Hemauer

Executive Director



**PLYMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
September 9, 2024**

Meeting was called to order by K. Murray at 6:30 pm. Present were: S. Britt, S. Gloede, B. McKnight, K. Murray, M. Hummitzsch, M. Kaczkowski and A. Matzdorf. Absent were: P. Norlander. Also present: Library Director L. Jochman.

Public Comment and Correspondence

There was no public comment or correspondence.

Motion by B, McKnight, second by M. Hummitzsch to approve the minutes with revisions of the August 5, 2024 meeting. Motion passed unanimously.

Motion by B McKnight, second by S. Gloede to approve the financial report for August 2024. Motion passed unanimously.

Director L. Jochman reviewed some highlighted items on her monthly report. This included an update on the City's comp and class study, MonarchCatalog update, staffing, and more.

Old Business

The board discussed continued next steps for the library expansion project. President K. Murray updated the board on a meeting with City Administrator T. Blakeslee and Mayor D. Pohlman. They have been invited to a future board meeting to discuss questions about the project and how to move forward. The board also discussed the creation of an ad hoc committee.

The board discussed creating video templates highlighting library statistics and services. Ideas were brainstormed such as the outdoor lockers, patron stories, staff highlights, and more. Director L. Jochman will work on a marketing schedule.

Director L. Jochman presented the operating budget for 2025 and explained the increases in certain areas such as digital content. The board will watch trends for

digital use and re-evaluate in January 2025. Motion by S. Gloede, second by S. Britt to approve the 2025 budget as presented. Motion passed unanimously.

New Business

The board discussed ways to recognize staff when they go above and beyond. Motion by M. Hummitzsch to authorize K. Murray and L. Jochman to purchase up to \$150.00 in local gift cards from the unrestricted donation fund, second by M. Kaczkowski. Motion passed unanimously.

Director L. Jochman presented changes to the patron code of conduct. The board also discussed adding a sticker to the front door explaining the library's service animal policy. Motion by S. Gloede to approve the policy, second by S. Britt. Motion passed unanimously.

Motion by S. Britt to enter closed session to discuss 2025 staff salaries and for evaluation of the Library Director, second by M. Hummitzsch. Motion passed unanimously.

Motion by B. McKnight to enter open session, second by M. Kaczkowski. Motion passed unanimously.

Motion by M. Hummitzsch to approve the 2025 staff salaries, second by S. Britt. Motion passed unanimously.

Announcements

President K. Murray reminded the board of the upcoming community book read events. Director L. Jochman invited the board to visit the library booth at the upcoming Fallooza Festival on Saturday, September 14.

Motion by S. Britt, second by B. McKnight to adjourn. Motion passed. Meeting was adjourned at 7:55 pm.

Submitted by, Leslie Jochman
Library Board Secretary

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
OFFICE OF THE SHERIFF

Matthew A. Spence, Sheriff
Chad Broeren, Inspector

Phone: (920) 459-3112

FAX: (920) 459-4305

October 11, 2024

Dear Mayor, Chairman or President:

I have been made aware that every December the Sheboygan County Sheriff's Department completes Joint Powers Agreements for each City, Village and Town municipality.

Please sign the attached agreement and return a copy to me by December 15, 2024. The agreement has to be filed with the State of Wisconsin in January. If you would kindly put these on your agenda as soon as possible to ensure that we can file them on time.

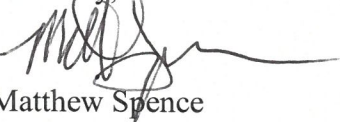
Please email or mail the signed copy to:

Sheriff Matt Spence
Sheboygan County Sheriff's Department
525 North 6th Street
Sheboygan, WI 53081
matthew.spence@sheboygancounty.com

This year the copy is signed by me, so you can use this copy after you sign it.

Thank you for your time in this matter.

Sincerely,



Matthew Spence
Sheriff

**JOINT POWERS AGREEMENT
COUNTY 911 EMERGENCY SYSTEM**

WHEREAS, Sheboygan County and the municipalities located within the boundaries of Sheboygan County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

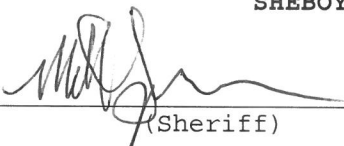
WHEREAS, Sec. 256.35 (9), Wis. Stats., "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Sheboygan County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Sheboygan County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the Town/City/Village of

_____, "municipality," as follows:
(Name of Town, City, Village)

1. That effective January 1, 2025, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2025.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c) Wis. Stats.

SHEBOYGAN COUNTY

By:  Date: 10-11-24
(Sheriff)

(Town/City/Village) (participating agency)

By: _____ Date: _____
Chairman/Mayor/President

59271829207 (outlined in orange) as Commercial. With the future potential expansion of residential properties in the southwest portion of the City, the intersection of two throughfares of Highway 67 and PP provides an ideal location for commercial development.

Rezoning: Parcel No. 59271829207 is currently zoned as A, Agricultural. Given that the property is adjacent to Highway 67, Dollar General is requesting that the portion of Parcel No. 59271829207 (outlined in orange) be rezoned B3 - Business Highway for the proposed commercial development.

The property directly to the north is Miller & Boeldt Farm Equipment (located in the Town of Plymouth). The property across the street on the northeast corner of 67 and PP is residential (Zoned R2). The property to the east is Masters Gallery Foods (Zoned LI). The property to the southeast is Suchon Funeral Home (Zoned B3) The property to the south is agricultural (located in the Town of Plymouth, also owned by the same property owner that is submitting the rezoning request). The direct property to the west (following the creation of the CSM) will remain agricultural (Zoned A). Further west is the Granite Traice multi-family development (Zoned R4). The property to the northwest is residential (Zoned R3). Given the intersection location and adjacent property uses, Staff supports this request to use the B3 district.

Plan Commission Recommendation:

By a vote of 6-1 the Plan Commission recommended the Comp Plan Amendment as presented to the Common Council for approval.

By a vote of 6-1 the Plan Commission recommended the Rezoning Request as presented to the Common Council for approval.

By a vote of 6-1 the Plan Commission recommended the CSM as presented to the Common Council for approval.

Recommendation:

Motion to approve Ordinance No. 16 amending the Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map by Changing Property From Agriculture to Commercial on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road

Motion to approval of Ordinance No. 17 amending the Zoning Map of the Zoning Code of the City Of Plymouth from A, Agricultural to B-3 on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road.

Motion to approve CSM as presented

Attachments:

- Ordinance No. 16
- Ordinance No. 17
- Application Attachments
- Draft CSM

CITY OF PLYMOUTH, WISCONSIN
Ordinance No. _____ of 2024

**AN ORDINANCE AMENDING THE CITY OF PLYMOUTH, WISCONSIN
COMPREHENSIVE PLAN EXISTING LAND USE MAP AND
FUTURE LAND USE PLAN MAP BY CHANGING PROPERTY FROM
AGRICULTURE TO COMMERCIAL**

WHEREAS, property owner Aron J. Pankow, by way of DGI Plymouth, LLC, has requested a Comprehensive Plan amendment for approximately 1.941 acres of real property at the southwest corner of the intersection of State Highway 67 and Hill and Dale Road and being part of Parcel No. 59271-829207 (the "Property"); and

WHEREAS, the Property is currently zoned A, Agriculture District on the zoning map of the City of Plymouth and the developer has petitioned for the rezoning to B-3, Highway Business District; and

WHEREAS, the City of Plymouth Comprehensive Plan adopted October 25, 2022, designates the described Property as Agriculture, which is inconsistent with the proposed zoning; and

WHEREAS, Wis. Stat. § 66.1001 requires that any amendment to a City zoning ordinance or map be consistent with the City's Comprehensive Plan and that best management practices are to ensure zoning and land use designations are consistent; and

WHEREAS, the City of Plymouth Plan Commission has recommended that the Common Council amend the Comprehensive Plan to re-designate the herein described property as Commercial on the Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map; and

WHEREAS, a public hearing was held before the Common Council on October 29, 2024 after duly publishing notice of such hearing, pursuant to Wis. Stat. § 66.1001(4); and

WHEREAS, the Common Council has determined that an amendment to the Comprehensive Plan will promote the orderly development of land in the City of Plymouth.

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

Section 1. Amending Comprehensive Plan. The City of Plymouth Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map are hereby amended to re-designate the approximately 1.941 acres of real property located on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road and being part of Parcel No. 59271-829207 to Commercial.

(The remainder of this page intentionally blank; signature page to follow.)

Section 2. Effective Date. This Ordinance shall take effect the day after publication.

Enacted on _____, 2024.

CITY OF PLYMOUTH

By: _____
DONALD O. POHLMAN, Mayor

Date: _____, 2024

CLERK'S CERTIFICATE OF ENACTMENT

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

Dated: _____, 2024

ANNA VOIGT, Clerk

9431\258952

CITY OF PLYMOUTH, WISCONSIN

Ordinance No. _____ of 2024

**AN ORDINANCE AMENDING SECTION 13-1-21, ZONING MAP OF
THE ZONING CODE OF THE CITY OF PLYMOUTH**

WHEREAS, the City of Plymouth received a request from Aron J. Pankow, by way of DGI Plymouth, LLC, to amend the City of Plymouth Zoning Map from A, Agricultural to B-3, Highway Business District, for property located on the southwest corner of the intersection of State Highway 67 and Hill and Dale Road, Plymouth, Wisconsin, and as more specifically described on the attached Exhibit A (hereinafter referred to as the "Property"); and

WHEREAS, on October 3, 2024, the Plan Commission reviewed the rezoning application and supplementary materials and recommended the parcel be rezoned to Highway Business District (B-3).

WHEREAS, on October 29, 2024, a public hearing was held before the Common Council on the rezoning application, after providing notice as required by Wis. Stat. § 62.23 and City Ordinance Section 13-1-192; and

WHEREAS, an ordinance amending the City of Plymouth Comprehensive Plan maps has been approved to ensure the proposed rezoning is consistent with the City of Plymouth Comprehensive Plan of 2022; and

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

Section 1. Amending Code. Section 13-1-21, Zoning Map of the City of Plymouth is hereby amended so that the map entitled "Zoning Map, Plymouth, Wisconsin" designates the classification of property as more specifically described on Exhibit A, as Highway Business District (B-3).

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

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

Enacted on _____, 2024.

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

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

Dated: _____, 2024

Anna Voigt, Clerk

9431\258487

EXHIBIT A
Legal Description

Being a part of Lot 2 of Certified Survey Map as recorded in Volume 27 of Certified Survey Maps, Pages 290-291 as Document No. 8409549, located in part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 15 North, Range 21 East, City of Plymouth, Sheboygan County, Wisconsin, the area to be rezoned being described as follows:

Commencing at the Northeast corner of Section 33, Township 15 North, Range 21 East; Thence N 89°58'33" W along the North line of the Northeast 1/4 of said Section 33, 230.63 feet; Thence S 38°29'24" W, 42.15 feet to the West right-of-way line of S.T.H. "67" said point also being on the East line of Lot 2 of Certified Survey Map recorded in Volume 27 of Certified Survey Maps, Pages 290-291 and being the point of beginning of the parcel to be described; Thence S 64°28'20" E along said West right-of-way line and along the East line of said Lot 2, 165.23 feet; Thence S 08°30'06" E along said West right-of-way line and along the East line of said Lot 2, 276.90 feet; Thence S 00°44'27" E along said West right-of-way line and along the East line of said Lot 2, 28.02 feet to the Southeast corner thereof; Thence N 89°58'33" W along the South line of said Lot 2, 262.46 feet; Thence N 00°30'13" W, 373.02 feet to a point on the South line of Hill and Dale Road; Thence S 89°58'33" E along said South line, 75.34 feet to the Point of Beginning.

Containing: 84,558 square feet – 1.941 acres.

Part of Tax Parcel Identification Number: 59271829207



City of Plymouth

Zoning Administrator
128 Smith Street
P.O. Box 107

Plymouth, WI 53073
(920) 893-1271

fax (920) 893-9590

inspectorpete@plymouthgov.com

**COMPREHENSIVE PLAN MAP AMENDMENT
APPLICATION**

Application Fee: (Non-refundable) \$ 450.00 Regular Meeting/ \$800.00 Special Meeting

Completed application must be filed with the City Zoning Administrator. To be placed on the agenda of the City Plan Commission, application must be filed four weeks prior to date of meeting. City Plan Commission meets the first Thursday of the month. Applications that are not complete or that are not legible will not be accepted. Please use attachments as necessary

SUBJECT PROPERTY:

Name of Proposed / Existing Business: DOLLAR GENERAL

Property Address / Lot Number: PARCEL ID# 59271829207

Legal Description: LOT 2 27 CSM 290-291 #2033304 LOCATED IN NE1/4 OF THE NE1/2 & NW1/4 OF NE1/4 SEC. 33, T15N, R21E, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

Existing Zoning: AGRICULTURAL Proposed Zoning (if applicable): B-3

Land use as shown in the City of Plymouth Comprehensive Plan: AGRICULTURAL

Lot Size (acres or ft²) 84,043.5 sf (1.93 ac) Dimensions 373'L x 262.73'W Irregular Shaped Lot X

Existing Structures and Principal Use of Subject Property: _____

NO EXISTING STRUCTURES, CURRENT USE IS AGRICULTURAL FIELD

Proposed Structures and Principal Use of Subject Property (if applicable): _____

DOLLAR GENERAL RETAIL STORE, HIGHWAY BUSINESS DISTRICT

ADJACENT PROPERTY:

List adjacent land uses within three hundred (300) feet of subject property border, their principal uses, names, and addresses of owners:

North: COMMERCIAL USE; OWNER- MILLER & BOELDT INC.

PO BOX 19, PLYMOUTH, WI 53073

South: AGRICULTURAL USE; OWNER- JAMES PANKOW

N5254 STATE HIGHWAY 67, PLYMOUTH, WI 53073

City of Plymouth

Property Rezoning Application

East: LIGHT INDUSTRIAL USE; OWNER- MASTERS GALLERY FOODS INC.

PO BOX 170 PLYMOUTH, WI 53073

West: AGRICULTURAL USE; OWNER- ARON PANKOW

1002 DAY LILY CT, PLYMOUTH, WI 53073

What is the surrounding future land use according to the Planned Land Use Maps: _____

WEST: RESIDENTIAL EAST: INDUSTRIAL SOUTH: AGRICULTURAL (TOWN OF PLYMOUTH)

NORTH: COMMERCIAL (TOWN OF PLYMOUTH)

SUPPORT FOR AMENDMENT:

List the changes, if any, that have occurred in the area of the proposed amendment since the comprehensive plan's adoption:

NO KNOWN CHANGES SINCE PLAN'S ADOPTION

How will the proposed amendment benefit the community:

THE PROPOSED AMENDMENT WILL ALLOW FOR THE PARCEL TO DEVELOP A COMMERCIAL RETAIL STORE
IN CONVENIENT LOCATION, NEAR THE INTERSECTION OF A HIGHWAY AND CITY ROAD, AND
NEAR OTHER COMMERCIAL AND INDUSTRIAL BUSINESSES.

CONTACT INFORMATION:

Applicant(s) ARON PANKOW X Applicant is owner

Mailing Address 1002 DAY LILY CT, PLYMOUTH, WI 53073

Phone (day) 920-698-2287 (evening) SAME Fax ---

Cellular SAME Email aron.pankow@gmail.com

Owner(s) (if different than applicant) _____

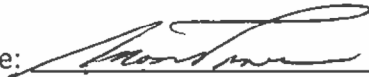
Mailing Address _____

Phone (day) _____ (evening) _____ Fax _____

Cellular _____ Email _____

DECLARATION OF ACCURACY:

I am making this application for the Change to the Comprehensive Plan Map of the above-described Subject Property and request a public hearing. I further certify that the information stated above and on any attachments is true and correct to the best of my knowledge and belief.

Applicant's Signature:  Date: 8/16/24

Print Name Above: ARON TANISOW

REQUIRED ATTACHMENTS:

1. Application fee of \$400.00. Please make check or money order payable to "City of Plymouth".
2. Fourteen (14) copies of a map showing the subject property and all property within 300' feet of the subject property on 8.5" x11" or 11"x17" paper

ADDITIONAL REQUIREMENTS/INFORMATION:

- Return this completed form and the required fee to the *City Zoning Administrator*.
- The applicant may present any additional information which it feels necessary.
- Additional information may be required by the *City Zoning Administrator*, Plan Commission or other Boards, Commissions or Officers of the City of Plymouth.
- A public hearing will be held before the Common Council or Plan Commission on the Comprehensive Plan Map Amendment Application. Notice of the public hearing will be sent to the Applicant, *City Zoning Administrator*, Members of the Common Council and Plan Commission.
- Should you have questions about this form or the information requested, contact the *Zoning Administrator* at (920) 893-1271, ext. 320.

Office Use Only:

Date Received _____ Fee paid (Check # _____; Receipt # _____)

Date of Hearing _____ Date Published _____

Date Notice Mailed _____

Hearing Held on _____ Disposition _____

Applicant Notified on _____ by _____



City of Plymouth

128 Smith Street
P.O. Box 107
Plymouth, WI 53073
(920) 893-3762
zoning@plymouthgov.com

PROPERTY REZONING APPLICATION

Application Fee: \$325.00 (Non-refundable)

Completed application must be filed with the City Clerk-Treasurer. To be placed on the agenda of the City Plan Commission. City Plan Commission meets the first Thursday of the month. Applications that are not complete or that are not legible will not be accepted.

SUBJECT PROPERTY:

Name of Proposed / Existing Business: DOLLAR GENERAL

Property Address / Lot Number: PARCEL ID# 59271829207

Legal Description: LOT 2 27 CSM 290-291 #2033304 LOCATED IN NE1/4 OF THE NE1/2 & NW1/4 OF NE1/4 SEC. 33, T15N, R21E, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

Existing Zoning: AGRICULTURAL Proposed Zoning: B-3

Lot Size (acres or ft²) 84,043.5 sf (1.93 ac) Dimensions 373'L x 262.73'W Irregular Shaped Lot X

ADJACENT PROPERTY:

List any real estate owned by petitioner adjacent to subject property: AGRICULTURAL PARCEL TO WEST OF SUBJECT PARCEL (TO BE SPLIT FROM ORIGINAL PARCEL USED FOR DOLLAR GENERAL)

List adjacent land uses within three hundred (300) feet of subject property border, their principal uses, names, and addresses of owners:

North: COMMERCIAL USE; OWNER- MILLER & BOELDT INC. PO BOX 19, PLYMOUTH, WI 53073

South: AGRICULTURAL USE; OWNER- JAMES PANKOW
N5254 STATE HIGHWAY 67, PLYMOUTH, WI 53073

East: LIGHT INDUSTRIAL USE; OWNER- MASTERS GALLERY FOODS INC.
PO BOX 170 PLYMOUTH, WI 53073

West: AGRICULTURAL USE; OWNER- ARON PANKOW
1002 DAY LILY CT, PLYMOUTH, WI 53073

PROJECT DESCRIPTION:

Existing Structures and Principal Use of Subject Property: _____

NO EXISTING STRUCTURES. CURRENT USE IS AGRICULTURAL FIELD

Proposed Structures and Principal Use of Subject Property: _____

DOLLAR GENERAL RETAIL STORE, HIGHWAY BUSINESS DISTRICT

Reciting of facts indicating that the proposed Zoning change will not be detrimental to the general public interest and the purposes of the Zoning Code for the City of Plymouth:

The establishment and the maintenance or operation of the use will not be detrimental or endanger the public health, safety, morals, comfort, or general welfare of the public. This establishment will be constructed and maintained per all state and local code requirements. The Dollar General has successfully constructed and operated over 12,500 stores throughout the United States and these standards will be maintained for this project.

Confirmation that the proposed Zoning change will conform to the City of Plymouth Comprehensive Plan:

THE PARCEL IS LISTED AS AN AGRICULTURAL USE IN THE CURRENT AND FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, HOWEVER, THERE ARE OTHER COMMERCIAL/INDUSTRIAL USES LOCATED WITHIN THE VICINITY OF THE PROPOSED PARCEL TO BE REZONED.

CONTACT INFORMATION:

Applicant(s) ARON PANKOW Applicant is owner

Mailing Address 1002 DAY LILY CT, PLYMOUTH, WI 53073

Phone (day) _____ (evening) _____ Fax _____

Cellular 920-698-2289 Email aronpankow2@gmail.com

Owner(s) (if different than applicant) _____

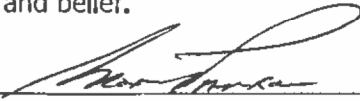
Mailing Address _____

Phone (day) _____ (evening) _____ Fax _____

Cellular _____ Email _____

DECLARATION OF ACCURACY:

I am making this application for the rezoning of the above-described Subject Property and request a public hearing. I certify that I am a proper party to make this application under City Code 13-1-192. I further certify that the information stated above and on any attachments is true and correct to the best of my knowledge and belief.

Applicant's Signature:  Date: 8/16/24

Print Name Above: Aron Panico

REQUIRED ATTACHMENTS:

1. Application fee of \$325.00. Please make check or money order payable to "City of Plymouth".
2. Twelve (12) copies of site plan showing the property to be zoned, location of all existing and proposed structures, property owners within 300' of the subject property boundaries, existing and proposed landscaping, and all existing and proposed paved areas. The site plan and all its parts shall be clearly reproducible with a photocopier at a size of 11" x 17" and map scale not less than 1' = 100' with lot dimensions of the subject property provided, a graphic scale, and north arrow.

ADDITIONAL REQUIREMENTS/INFORMATION:

- Return this completed form and the required fee to the *City Clerk-Treasurer*.
- The applicant may present any additional information which it feels necessary.
- Additional information may be required by the *City Zoning Administrator*, Plan Commission or other Boards, Commissions or Officers of the City of Plymouth.
- A public hearing will be held before the Plymouth City Common Council the Property Rezoning Application. Notice of the public hearing will be sent to the Applicant, *City Zoning Administrator*, Members of the Common Council, Plan Commission, and all Owners of record located within three hundred (300) feet of the affected property at least seven (7) days prior to the hearing date.
- Should you have questions about this form or the information requested, contact the *Zoning Administrator* at (920) 893-3762.

Office Use Only:

Date Received _____ Fee paid (Check # _____; Receipt # _____)

Date of Hearing _____ Date Published _____

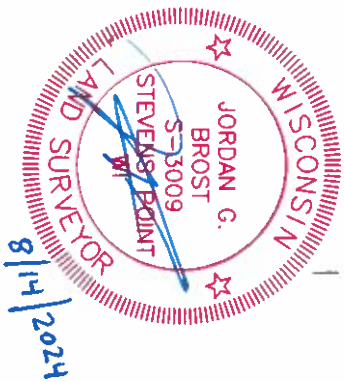
Date Notice Mailed _____

Hearing Held on _____ Disposition _____

Applicant Notified on _____ by _____

CERTIFIED SURVEY MAP

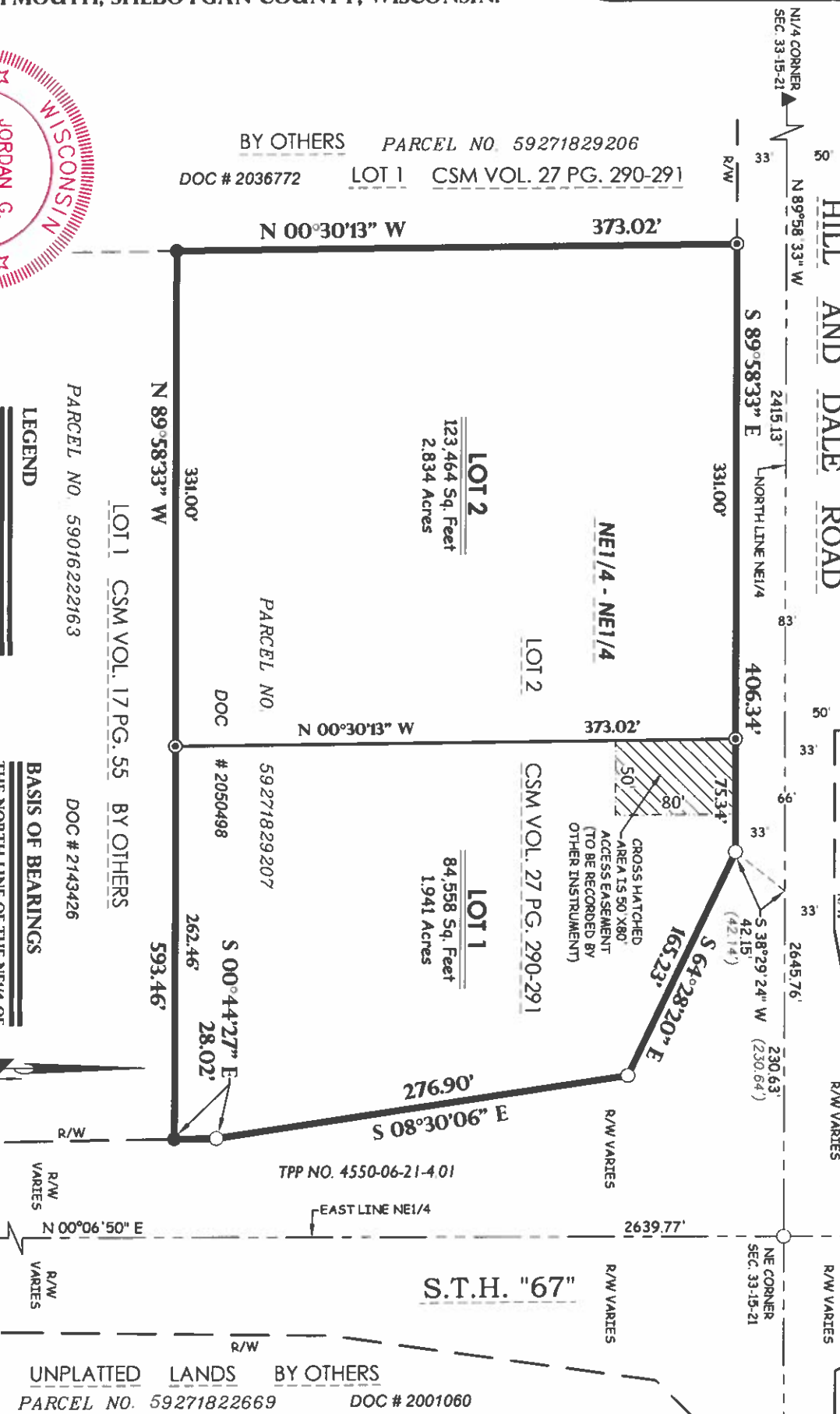
BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS, PAGES 290-291 AS DOCUMENT NO. 8409549, LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 21 EAST, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.



BY OTHERS PARCEL NO. 59271829206
 DOC # 2036772 LOT 1 CSM VOL. 27 PG. 290-291

DOC # 2088729 137 BY OTHERS
 PARCEL NO. 59271825052
 DOC # 1978454 138 BY OTHERS
 SOUTH HILLS ADDITION NO. 3
 PARCEL NO. 59271825053

DOC # 2001060 UNPLATTED LANDS BY OTHERS
 PARCEL NO. 59016221051



- LEGEND**
- 3/4" X 18" IRON REBAR SET WEIGHING 1.50 LBS/LIN. FT.
 - 1-1/4" O.D. IRON PIPE FOUND
 - 3/4" IRON REBAR FOUND
 - ▲ MAG. NAIL FOUND
 - () RECORDED AS

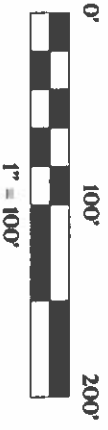
PARCEL NO. 59016222163

DOC # 2143426

LEGEND

BASIS OF BEARINGS

THE NORTH LINE OF THE NE 1/4 OF SEC. 33, T.15N, R.21E, BEARS N 89°58'33"W AS REFERENCED TO THE SHEBOYGAN CO. CRD. SYSTEM, NAD83 (2011).



NOTE
 THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED, EXCEPTING PUBLIC DEDICATIONS.



Point of Beginning

Land Surveying
 Civil Engineering
 Landscape Architecture
Jordan G. Brost, PLS #3009
 4941 Kirschling Court
 Stevens Point, WI 54481
 715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED: 05/22/24
 DRAWN: TDP CHECKED: JGB
 FIELD BOOK: 92 PAGE: 2
 JOB NO: 24.0058

CLIENT
 DGI-PLYMOUTH, LLC
 200 E. WASHINGTON STREET
 APPLETON, WI 54911
SHEET 1 OF 3

CERTIFIED SURVEY MAP

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS, PAGE 290-291 AS DOCUMENT NO. 8409549, LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 21 EAST, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.

Surveyor's Certificate:

I, Jordan G. Brost, Professional Land Surveyor, hereby certify:


That I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map as recorded in Volume 27 of Certified Survey Maps, Pages 290-291 as Document No. 8409549, located in part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 15 North, Range 21 East, City of Plymouth, Sheboygan County, Wisconsin.

Containing 208,020 Square Feet - 4.775 acres.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of DGI-Plymouth, LLC. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with Chapter A-E 7 of Wisconsin Administrative Code, minimum standards for property surveys, the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Ordinance of the City of Plymouth in surveying, dividing and mapping the same.

Dated this 14th day of AUGUST, 2024.


Jordan G. Brost
PLS No. S-3009

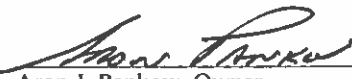


Owner's Certificate of Approval

As owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on the map. I also certify that this Certified Survey Map is required by s236.34 to be submitted to the following for approval or objections:

- 1) City of Plymouth, Sheboygan County

Witness the hand and seal of said owner this 16 day of AUGUST, 2024.

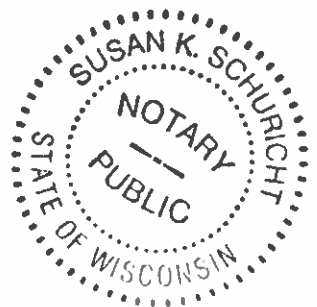

Aron J. Pankow, Owner

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally came before me this 16th day of August, 2024, the above named Aron J. Pankow to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

Susan K Schuricht Notary Public, Sheboygan (County), Wisconsin (State).
(Notary Seal) Susan K Schuricht



My commission expires 1-19-2025.

OWNER:
ARON J. PANKOW
1002 DAY LILY COURT
PLYMOUTH, WI 53073-5010



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED: 05/22/24
DRAWN: TDP CHECKED: JGB
FIELD BOOK: 92 PAGE: 2
JOB NO: 24-0058

CLIENT
DGI-PLYMOUTH, LLC
200 E. WASHINGTON STREET
APPLETON, WI 54911

SHEET 2 OF 3

CERTIFIED SURVEY MAP

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS, PAGE 290 AS DOCUMENT NO. 8409549, LOCATED IN PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 15 NORTH, RANGE 21 EAST, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.

Certificate of the City of Plymouth Plan Commission

Approved by the City of Plymouth Plan Commission this _____ day of _____, 2024.

Authorized Representative (signature)

Printed Name

Dated

Certificate of the Plymouth City Clerk

As the duly appointed City Clerk for the City of Plymouth, I hereby certify that the records at the City Clerk's office show that there are no unpaid taxes or unpaid special assessments affecting any of the lands included in this Certified Survey Map.

Dated this _____ day of _____, 2024.

Anna Voigt, City Clerk

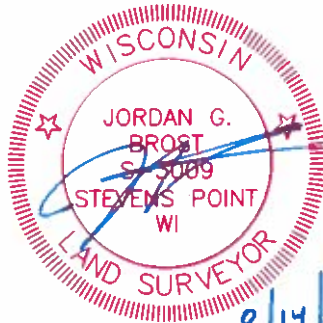
Dated

Treasurer's Certificate

I certify that there are no unpaid taxes or unpaid special assessments on any of the lands included in this Certified Survey Map.

Laura Henning-Lorenz - Sheboygan County Treasurer

Anna Voigt - City of Plymouth Treasurer



OWNER:
ARON J. PANKOW
1002 DAY LILY COURT
PLYMOUTH, WI 53073-5010



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009
4941 Kirschling Court
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DRAWN: TDP CHECKED: JGB
FIELD BOOK: 92 PAGE: 2
JOB NO: 24.0058

CLIENT
DGI-PLYMOUTH, LLC
200 E. WASHINGTON STREET
APPLETON, WI 54911

SHEET 3 OF 3



DATE: October 22, 2024
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Approval of Development Agreement with Wangard Development Agreement LLC

Background: At the meeting on September 24, 2024, the Common Council approved a resolution to creating Tax Increment District (TID) #7, which will be located in the eastern portion of the City. The Joint Review Board approved the creation of TID#7 on October 2, 2024. TID #7 will accommodate several proposed housing developments and a potential commercial development.

Staff and Attorney Fieber have worked with Wangard Development LLC to finalize an agreement for the construction of 156 apartment units at a cost to the developer of \$34.3 million that will create approximately \$23.4 million of new value in Plymouth. In addition to the apartment development, the developer will be installing a private street infrastructure, private sewer infrastructure, public water infrastructure, public sidewalk infrastructure, and completing the installation of a public curb cut in Kyle Way. Also covered in the agreement are timeline, engineering review/inspections, grading, stormwater management, sanitary sewer user fees, power extension, security for infrastructure, development incentives, indemnification and other legal protections.

In July 2024, a contract amendment with Ehlers (the City's financial advisors) was approved for Ehlers to conduct a financial pro forma analysis related to several developments in the proposed district. In general, a pro forma review does the following:

- Reviews the project's anticipated sources and uses of funds and revenues and expenditures to assess financial feasibility, identify any gaps, and evaluate the need for public assistance, including whether it satisfies the "but for" test.
 - The "but for" test asks whether a development project would occur "but for" the assistance being provided.
- Analyzes the financing structure and market indicators to confirm cost estimates.
- Evaluates alternative scenarios and structures, as appropriate, to provide the City with empirical results to determine if, and how, to provide requested assistance.

The full pro forma analysis for the Wangard project from Ehlers noted the following: *Based on the review of the developer's pro forma and current market conditions, the proposed development may not reasonably be expected to occur without \$6,300,000 in TIF assistance. The TIF should be provided for up to 20 years, with up to 90% of the annual gross TIF pledged to the project.* Per the agreement, the proposed incentive is structured as recommended by Ehlers as a pay-go municipal revenue obligation (MRO), meaning no up-front payments are made to the developer. The project is only funded from the tax increment generated by the project as work is completed and new tax increment is generated. The development cannot exceed the maximum incentive

and the city does not have any obligation to make up the difference in incentive should the development not create the required increment.

Staff Recommendation:

Approval of Development Agreement with Wangard Development Agreement LLC

Attachments:

- Draft Development Agreement with Wangard Development LLC

**DEVELOPMENT AGREEMENT FOR
WANGARD DEVELOPMENT LLC OR ASSIGNS
(TID #7)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the **CITY OF PLYMOUTH**, a municipal corporation, maintaining its principal offices at 128 Smith Street, Plymouth, Wisconsin 53073 (hereinafter "**CITY**") and, Wangard Development LLC, a Wisconsin limited liability company, maintaining its principal office at 1200 N. Mayfair Road, Suite 410, Milwaukee, WI 53226 or its assigns (hereinafter "**DEVELOPER**").

RECITALS

WHEREAS, DEVELOPER or its affiliates, have or intend to acquire a parcel of land containing approximately 20.11 acres described as Lot 2 on **Exhibit A**, attached hereto, located in the City of Plymouth, Sheboygan County, Wisconsin, (the "Property"); and

WHEREAS, DEVELOPER will first improve the Property with six (6) 26-unit two story walk-up apartments (approximately 17.6 acres) for a total of 156 units (the "Development"); and

WHEREAS, DEVELOPER will contract with builders to construct the apartments for the Development which will cost approximately \$34.3 million and create approximately \$23.4 million of new value on the Property; and

WHEREAS, the DEVELOPER may further improve the balance of the Property with up to sixty (60) additional units, and the parties hereto anticipate entering into a development agreement for this second phase of development on the Property to provide additional tax-incremental financing assistance at some point in the future; and

WHEREAS, the Development will connect to the **CITY's** existing municipal Water and Wastewater systems and access public streets, Kiley Way and Carr Road; and

WHEREAS, the Property is located in the City of Plymouth's Tax Incremental District No. 7 ("TID 7"); and

WHEREAS, the CITY intends to use TID 7 revenues generated by the Development to facilitate and support the Development; and

WHEREAS, the CITY is authorized by Wis. Stat. Sec. 66.1105(3)(e) to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the project plan for TID 7; and

WHEREAS, DEVELOPER will make public improvements consisting of a median cut in Kiley Way, a watermain extension and a new sidewalk, as generally depicted on **Exhibit B** attached hereto (the "Public Infrastructure") and other private infrastructure improvements benefiting the Property including the curb cuts to access public streets, a master site grading plan, and stormwater management and conveyance facilities as necessary for the Development, as generally depicted on **Exhibit C** attached hereto (the "Private Infrastructure"); and

WHEREAS, the project plan for TID 7, among other things, includes "Costs for Public Infrastructure" and "Development Incentive Payments" as project costs to promote the growth and development of the City of Plymouth; and

WHEREAS, DEVELOPER would not construct the Development but for the financial assistance being provided by the **CITY** in the form of funding of costs for Public Infrastructure and Development Incentive Payments as provided by this Agreement.

WHEREAS, the CITY has granted to **DEVELOPER** those zoning and development approvals from the **CITY** necessary for the construction and operation of the Development, except as otherwise required under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the **CITY** and the **DEVELOPER** agree as follows:

1. **Recitals Incorporated.** The Recitals set forth above are incorporated herein and made an enforceable part of this Agreement.

2. **Representations and Warranties of the CITY.** The **CITY** represents and warrants that:

(a) The **CITY** is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.

(b) The activities of the **CITY** are undertaken for the purposes defined in Wisconsin Statutes Section 66.1105.

(c) The **CITY** will use the tax increment generated in TID 7 by the Development and the Property for funding the Costs of Public Infrastructure and the payment of the Development Incentive Payments to **DEVELOPER**, to the extent such increment has been received by the **CITY**.

(d) The parties signing this Agreement for the **CITY** have been fully authorized to execute this Agreement on behalf of the **CITY**.

(e) The tax incremental base of the Property within TID 7 is Fifty-Four Thousand Two Hundred and NO/100 Dollars (\$54,200.00).

(f) The charges, fees and costs set forth in this Agreement, including only the fees and costs of the City Engineer under Sections 6 and 7 below, the sanitary sewer user charges and fees under Section 9 and on **Exhibit D** below, the power extension costs set forth in Section 13 and on **Exhibit E** below, and the legal fees and costs set forth in Section 24 below, constitute all of the City's charges, fees and costs relating to the Development. **DEVELOPER** shall not be charged or become liable to the **CITY** for any additional charges, fees or costs relating to or arising from the Development.

(g) In the event that **DEVELOPER** determines, in **DEVELOPER**'s sole discretion, to construct a second phase on the Property, the **CITY** agrees to negotiate in

good faith, to provide DEVELOPER appropriate additional funding for additional Costs of Public Infrastructure and/or additional Development Incentive Payments.

3. Representations and Warranties of DEVELOPER. DEVELOPER represents and warrants that:

(a) It is a Wisconsin limited liability company in good standing and authorized to conduct business in the State of Wisconsin.

(b) The parties signing this Agreement for DEVELOPER have full power and authority to execute this Agreement on behalf of DEVELOPER and to bind DEVELOPER to the covenants, terms and conditions contained in this Agreement.

(c) DEVELOPER and/or its affiliates would not construct the Development but for the funding of Costs for Public Infrastructure and Development Incentive Payments being provided by the CITY.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the covenants, terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the covenants, terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement, by-laws or instrument of whatever nature to which DEVELOPER is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. Conditions Precedent to CITY's Obligations. CITY's obligation to perform its obligations as contemplated herein shall require the satisfactory completion, in CITY's sole discretion, of each of the following conditions:

(a) All representations and warranties of DEVELOPER set forth in this Agreement are true, complete and correct.

(b) All covenants and obligations of DEVELOPER under this Agreement have been timely performed, observed and satisfied.

5. Conditions Precedent to DEVELOPER's Obligations. DEVELOPER's obligation to perform its obligations as contemplated herein shall require the satisfactory completion, in DEVELOPER's sole discretion, of each of the following conditions:

(a) DEVELOPER shall have all necessary permits from the State of Wisconsin and CITY for the Development not later than May 31, 2025.

(b) DEVELOPER or its affiliates shall acquire ownership of the Property not later than May 31, 2025.

(c) DEVELOPER or its affiliates shall obtain necessary equity and construction financing to undertake the Development not later than May 31, 2025.

6. Engineering Review and Inspection Services. The CITY shall retain Kapur & Associates, Inc. or another qualified engineer acceptable to the parties ("City Engineer") for engineering design review for the Public Infrastructure for the Development consisting of the Kiley

Way median cut and a water main extension, as well as for review of plans for the Private Infrastructure for the Development consisting of a master site grading plan and stormwater management and conveyance facilities. In addition, the **CITY** shall provide **DEVELOPER** a reasonable estimate and fee schedule of all anticipated City Engineer fees and costs relating to or arising from the Development, which costs with respect to all plan reviews and inspection fees shall not exceed \$60,000.00 (the "Engineer Cost Cap"). Notwithstanding the foregoing, the Engineer Cost Cap is limited to thirty (30) days of City Engineer services, and the parties shall evenly split any City Engineer fees incurred for more than thirty (30) days of service. The **DEVELOPER** shall pay and reimburse the **CITY** for the City Engineer fees and costs incurred for the Property and the Development, up to the Engineer Cost Cap. **DEVELOPER's** payment and reimbursement to the **CITY** shall be due and payable within sixty (60) days from written demand or invoice by the **CITY**. The demand or invoice shall include an itemized list or support for the engineering services and costs.

7. Approval of City Engineer. **DEVELOPER** consents and approves Kapur & Associates, Inc. as the City Engineer for this Development and acknowledges that the plans for design and completed construction of the Public Infrastructure and the Private Infrastructure must be reviewed and approved by the **CITY** and the City Engineer, provided that all City Engineer fees and costs for the Development shall be subject to, and included within, the Engineer Cost Cap.

8. Public and Private Infrastructure.

(a) The **DEVELOPER**, in its discretion, may retain an independent engineer to design the Public Infrastructure for the Development. The Developer's engineer must be a Wisconsin registered professional engineer. The Developer shall be responsible for all design engineering fees and costs incurred by **DEVELOPER** for the Development, Private Infrastructure and Public Infrastructure. Design engineering includes the development of construction plans and specifications in sufficient detail to permit construction of the Public Infrastructure and to secure all approvals and permits required for stormwater management approvals relating to the Public Infrastructure.

(b) **DEVELOPER** shall provide three (3) sets or copies of the proposed master site grading plan and stormwater management and conveyance facilities as necessary for the Development (which constitute Private Infrastructure) pursuant to City Code Sections 16-2-1 through 16-2-12 to the **CITY** and the City Engineer for approval not less than ten (10) business days prior to commencement of construction, unless waived in writing by the City Administrator. The City Engineer, as part of its inspection services and subject to the Engineer Cost Cap, shall create for the **CITY** three (3) sets of "as-built" plans for the Public Infrastructure, one (1) digital copy in .pdf format of the installed sanitary sewer, water mains, storm sewer and related improvements, and a GIS ESRI map within sixty (60) days of substantial completion of the Public Infrastructure.

9. Sanitary Sewer User Fees and Compliance. **DEVELOPER** acknowledges and agrees to comply with all rules, policies and ordinances, including but not limited to, any and all sanitary sewer user charges and fees of the **CITY** and all other applicable federal, state, or county rules, policies, ordinances and statutes relating to the Development. The **CITY** hereby represents and warrants to **DEVELOPER** that all sanitary sewer user charges and fees relating to the Development shall not exceed \$11,900.00 when 1.5-inch meters are used as set forth on **Exhibit D** attached hereto. Any increase in meter size will result in an increase in charges and fees.

10. Stormwater Management and Conveyance Facilities. The **DEVELOPER** shall, at its expense, design and construct that component of the Private Infrastructure consisting of stormwater management and conveyance facilities for the Development, and connect the same to the municipal Stormwater Management Facilities, subject to the design review and design approval of the **CITY** and the City Engineer. Fees and costs for the **CITY's** design review and design approval under this Section are subject to the Engineer Cost Cap.

11. Master Site Grading Plan Compliance. The **DEVELOPER** shall establish, subject to **CITY** and City Engineer approval, a master site grading plan as part of the Private Infrastructure for the Development. **DEVELOPER** shall grade the Property and the Development to within six inches (6") of the final grades set forth in such plan. **DEVELOPER** will maintain positive drainage through and from the Development with no standing water allowed. The Property shall be final graded consistent with the master site grading plan for the Development as soon as practicable after construction is completed, but in any event, not later than 24 months after occupancy of the last building in the Development.

12. Construction Covenants.

(a) Construction of the Development shall be substantially completed within two (2) years from the date of the issuance of the building permit and commencement of vertical construction. The **DEVELOPER** shall commence construction of the Development not later than May 31, 2025.

(b) **DEVELOPER** shall file an "as-built" survey with the **CITY** not later than 24 months after occupancy of the last building in the Development that confirms that the Development is in compliance with the master site grading plan described in Section 11 above. Any variance or adjustment that does not negatively impact the positive draining of storm water from or within the Development must be approved by the City Engineer at contractor's expense.

13. Development Power Extension. **DEVELOPER** shall be responsible, at its expense, for the power extension within the Development, including J-Boxes and transformers, based on the regulations, costs and procedures outlined in the Plymouth Utilities Rates and Tariffs and Plymouth Utilities Electric Service Manual as set forth on **Exhibit E** attached hereto which is the **CITY's** cost estimate for the power extension. **DEVELOPER** shall pay the **CITY** one-hundred percent (100%) of such cost estimate within sixty (60) days of the date of satisfaction or waiver of the conditions precedent set forth in Section 5 above, and **DEVELOPER** will receive credits against such cost estimate also as described on the attached **Exhibit E**, within thirty (30) days of the completion of the power extension.

14. Determination of Specifications and Completion Dates. The specifications and all other construction requirements for the Public Infrastructure for the Development shall be determined solely and exclusively by the **CITY** and the City Engineer. Unless another date is designated by this Agreement or otherwise mutually agreed upon by the parties hereto, the Public Infrastructure is to be installed by the **DEVELOPER** and shall be fully operational as follows:

(a) Water main extension by October 31, 2025; and

(b) The final certified survey map for the Development shall be recorded in the Register of Deeds Office for Sheboygan County as soon as practicable but not later than May 31, 2025. Pursuant to Wis. Stat. § 236.29, subject to this Agreement, approval and

recording of the CSM constitutes the conveyance and acceptance of all lands shown on the plat as dedicated to the public including easement dedications.

(c) In the event **DEVELOPER** terminates the Development after this Agreement has been fully executed and for any reason other than as provided in Section 5, above, then **DEVELOPER** shall reimburse the **CITY** for all legal fees, engineering fees, and other expenses incurred by the **CITY** for the Development within sixty (60) days of written demand, accompanied by reasonable evidence of such fees.

15. DEVELOPER Security. Prior to commencement of construction of the Public Infrastructure, **DEVELOPER** shall deliver, or cause to be delivered, to **CITY** cash, a surety bond or an original irrevocable letter of credit as follows:

(a) Cash, a surety bond or an irrevocable letter of credit in the sum of \$221,000 ("the Security") issued by a federally insured banking institution, the financial condition of which is acceptable to **CITY**, naming **CITY** as payee and being in a form reasonably acceptable to **CITY's** attorney. The letter of credit shall guarantee one hundred twenty-five percent (125%) of the estimated construction cost for the Public Infrastructure described in this Agreement (except that no costs relating to the new sidewalk need to be guaranteed). Except for such amounts that may otherwise be released under the provisions of this section, the surety bond or letter of credit shall be renewed annually, and evidence of renewal presented to **CITY** within thirty (30) days prior to its expiration. Failure to renew the surety bond or letter of credit prior to its expiration shall constitute default by **DEVELOPER**.

(b) The amount of the Security will be reduced monthly as the Public Infrastructure described in this Agreement is constructed, inspected and accepted by **CITY**.

(c) Upon final completion and acceptance of the Public Infrastructure described in this Agreement, then the remaining balance of **DEVELOPER's** Security shall be released and returned.

(d) Notwithstanding anything herein to the contrary, in the event that the **CITY** believes that a **DEVELOPER** default has incurred which entitles the **CITY** to draw upon the Security, the **CITY** shall provide written notice detailing the default to the **DEVELOPER**. The **CITY** shall not draw upon the Security unless **DEVELOPER** fails to cure the default within thirty (30) days following notice of the default from the **CITY**.

16. Costs for Public Infrastructure and Development Incentive Payments.

Upon issuance of an occupancy permit for the first building in the Development, the **CITY** will execute the Municipal Revenue Obligation ("MRO) in the principal amount of \$6,300,000, attached hereto as **Exhibit F**, to incent the **DEVELOPER** to complete the Development, but strictly subject to the terms of this Section 16. The amount due to **DEVELOPER** on the MRO shall be paid solely from 90% of the annual tax increment generated from the Property and collected by the **CITY** through the life of TID 7 or the 2045 tax year, whichever is longer, until the entire principal amount due under the MRO and this Agreement have been paid in full. If the annual tax increment generated is insufficient to pay the entire principal amount due under the MRO, the **CITY** will have no obligation to make payments for any principal amount remaining on the MRO after closure of TID 7 or the 2045 tax year, whichever is longer. The first payments made to **DEVELOPER** under the MRO shall fund the Costs for Public Infrastructure. The **CITY** will make annual payments on the MRO commencing in the first year in which the **CITY** collects

tax increment generated from the Property and continue until all payments due under the MRO have been paid in full. The payment shall be paid to **DEVELOPER** not later than September 30th of each year. In order to allow **DEVELOPER** to fully fund the Costs of the Public Infrastructure and otherwise receive all other Development Incentive Payments due on the MRO, the **CITY** agrees to keep that portion of TID 7 that includes the Property open for the longest term available under law.

17. Property and Development Shall Be Taxable. **DEVELOPER**, as an inducement to **CITY** to proceed with the Development and to enter into this Agreement, hereby represents and agrees, for itself, its successors and assigns, as follows for the life of TID 7:

(a) That the Development and the Property will be fully taxable pursuant to Wisconsin Property Tax Laws for the life of TID 7. **DEVELOPER** further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Development and the Property under Wisconsin Property Tax Laws for the life of TID 7.

(b) Notwithstanding section 17(a), above, in the event that the Development, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under Wisconsin Tax Laws, **DEVELOPER**, for itself, its successors and assigns, agrees to make annual payments in lieu of taxes ("PILOT Payments") to **CITY** in the amounts and within the time periods that would otherwise be required if the Development and the Property were fully taxable under Wisconsin Property Tax Laws, in recognition of the valuable governmental services and benefits available and/or provided to the Development and the Property by the **CITY**. Notwithstanding the foregoing, any payments due from **DEVELOPER** or its successors and assigns under this subsection may, at **DEVELOPER'S** sole option upon written notice to the **CITY**, be offset against amounts otherwise due to **DEVELOPER** on the MRO.

18. Authority and Approvals. The **DEVELOPER** shall be responsible for obtaining all state and **CITY** approvals required for this Development.

19. Reserved

20. Reserved

21. Other Utilities. The **DEVELOPER**, at its expense, shall be responsible for the installation and construction of all other utilities required for the Development, such as, natural gas, telephone, internet, cable and communication services.

22. General Indemnification Agreement. **DEVELOPER** shall defend, indemnify, and hold harmless the **CITY**, its elected and appointed officers, employees, agents, staff, and attorneys from and against all claims, actions, suits, judgments, liabilities, loss, and expenses, including reasonable attorney's fees and litigation costs, arising out of damages or injuries to persons or property to the extent they are caused by a negligent or intentional act, error, or omission, misconduct, or other fault of the **DEVELOPER**, or its agents, contractors, subcontractors, or employees in the performance of **DEVELOPER'S** obligations under this Agreement. This agreement of indemnification shall survive termination of this Agreement for a period of one (1) year.

23. Insurance Required. **DEVELOPER** shall maintain, or require its contractors to maintain, during the course of construction of the Development, for the protection of the **CITY** and **DEVELOPER**, at least the following minimum insurance coverage:

- (a) worker's compensation; as required by Wisconsin law; and
- (b) commercial general liability; \$1,000,000 per occurrence; \$2,000,000 aggregate; and
- (c) commercial automobile liability; \$1,000,000 per accident; and
- (d) Excess or umbrella liability; \$5,000,000 per occurrence, \$5,000,000 aggregate.

The required insurance policies shall include, to the extent available, provisions preventing their cancellation without thirty (30) days prior written notice to the **CITY**, which shall be named as an additional insured. **DEVELOPER** shall provide to the **CITY**, at or before the commencement of construction, certificates of insurance evidencing at least the minimum insurance requirements set forth above. **DEVELOPER** shall be solely responsible for carrying any other insurance it deems necessary to protect its interests for this Development.

24. Legal Fees and Costs. The **DEVELOPER** shall pay and reimburse **CITY** for its legal fees and costs incurred to prepare this Agreement in excess of \$25,000.00, provided that in no event shall such legal fees and costs due from **DEVELOPER** exceed \$10,000.00. **DEVELOPER's** payment and reimbursement to the **CITY** shall be due and payable within sixty (60) days from written invoice or demand by the **CITY**. Legal fees and costs incurred by the **CITY** to enforce the terms of this Agreement shall be deducted from any Development Incentive Payments owed to **DEVELOPER**.

25. No Agency Relationship Created. **DEVELOPER** is not an agent of the **CITY** and does not possess any actual or implied authority to act for or on behalf of the **CITY**, with respect to the Property and the Development or any other matter. **DEVELOPER** shall not be an additional insured under the **CITY's** insurance policy. The **CITY** shall not have any obligation to indemnify or defend **DEVELOPER** related to any liability attributable to **DEVELOPER** or any matter arising out of, directly or indirectly, this Agreement.

26. Default. In the event **DEVELOPER** defaults on any payment obligation required by this Agreement, and such default continues for more than a period of sixty (60) days after written notice from the **CITY**, then the **CITY** shall, in addition to any other remedies provided for at law or equity, be authorized to impose special charges against the Property pursuant to Wis. Stat. § 66.0627 or to exercise its police powers to levy special assessments against the Property pursuant to Wis. Stat. § 66.0703 for any and all outstanding payments due from the **DEVELOPER** or for completion of **DEVELOPER's** obligations for the Public Infrastructure exceeding the Security provided in Section 15. All **DEVELOPER** payments required by this Agreement shall be due and payable in full on the dates indicated herein, or within sixty (60) days from written demand by the **CITY**. Any sum or sums not received by the **CITY** on the dates indicated herein, or within sixty (60) days of written demand shall be charged interest at the rate of 1.5% per month (18% per annum) for any month or portion of any month that said sum remains unpaid. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the

same default or any other default by the other party. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be entitled to recover punitive or consequential damages resulting from any breach or default by the other party under this Agreement.

27. Term. The term of this Agreement shall commence upon the full execution of this Agreement and shall continue in full force and effect until **DEVELOPER** has satisfied all obligations required of it by this Agreement and all payments due to **DEVELOPER** on the MRO have been paid. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity that this Agreement shall continue in effect throughout its term. The **CITY** and the **DEVELOPER** agree that upon the **DEVELOPER**'s request after satisfaction of **DEVELOPER**'s obligations herein, the parties shall promptly execute a recordable document terminating this Agreement.

28. Other Terms.

(a) Entire Agreement. This Agreement and the ancillary documents contemplated herein constitute the entire agreement between the parties hereto. This Agreement shall not be altered or amended, except by agreement in writing, executed by the parties hereto.

(b) Severability. If any provisions, or portions thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Binding Effect. This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder. Until this Agreement is terminated, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the **CITY** and the **DEVELOPER**, its agents or affiliates, and their respective successors and assigns during the term of this Agreement.

(d) Survival. All of the terms, conditions, and provisions of this Agreement that are intended to survive termination of this Agreement, including but not limited to, all indemnification provisions, shall survive the termination of this Agreement for a period of one year.

(e) Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.

(f) Waiver. No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns, of any of

the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

(g) Force Majeure. The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, public health emergencies, or any cause whatsoever beyond the control of the parties.

(h) Headings. The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(i) Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid and addressed to the address set forth below:

If to **CITY**:
City of Plymouth
Attn: City Administrator/Utilities Manager
128 Smith Street
P.O. Box 107
Plymouth, WI 53073

With a copy to:
City Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

If to **DEVELOPER**:
Wangard Development LLC
1200 N. Mayfair Road, Suite 410
Milwaukee, WI 53226
Matthew Moroney, CEO

(j) Change of Address. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

(k) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.

(l) Covenants Running with the Land. All of the terms and conditions set

forth herein are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective heirs, successors and/or assigns.

(m) **Immunity.** Nothing contained in this Agreement constitutes a waiver of the CITY's sovereign or governmental immunities under applicable law.

(n) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(o) **CITY Authorization.** The Mayor and Clerk are hereby authorized, on behalf of the CITY, to execute all documents convenient or necessary to carry out the terms of this Agreement and effect the transaction described herein.

(p) **Authority.** The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

(q) **Consents.** The parties agree that whenever the consent or approval of a party is required hereunder, that such consent or approval shall not be unreasonably withheld, delayed or encumbered. With respect to consents or approvals by or from the DEVELOPER, Matthew Moroney shall be the authorized person to grant such consents or approvals on behalf of DEVELOPER. With respect to consents or approvals by or from the CITY, the City Administrator/Utilities Manager, shall be the authorized persons to grant such consents or approvals on behalf of the CITY.

(r) **Mutual Drafting.** This Agreement is the result of negotiated agreement by the parties, and prior to the execution of this Agreement; each party had sufficient opportunity to have review of the document by legal counsel. Nothing in the Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or any attachments hereto.

(s) **Assignment.** The CITY acknowledges and agrees that DEVELOPER may assign this Agreement, or any portion thereof, to an affiliate of DEVELOPER. Upon written notice of such assignment to the CITY, the assignee shall be deemed to make all representations and warranties of DEVELOPER under Section 3 above. The CITY also acknowledges and agrees that the MRO may be assigned by DEVELOPER to any successor in title or any lender upon written notice to the CITY.

IN WITNESS WHEREOF, the CITY and the DEVELOPER have executed this Agreement as of the year and date indicated below.

CITY:

CITY OF PLYMOUTH

Dated: _____, 2024.

By: _____

Donald O. Pohlman, Mayor

Dated: _____, 2024.

By: _____
Anna Voigt, City Clerk

AUTHENTICATION

Signatures of Donald O. Pohlman and Anna Voigt authenticated this ____ day of _____, 2024.

Crystal H. Fieber
Title: Member State Bar of Wisconsin
State Bar No. 1061351

DEVELOPER:

WANGARD DEVELOPMENT LLC
By: Wangard Operations LLC, its Manager
By: Wangard Partners, Inc., its Manager

Dated: _____, 2024.

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2024,
_____ to me known to be the person who executed the foregoing instrument
and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires _____.

\13993\245964\

EXHIBIT A
Legal Description of Property

Parcel:

EXHIBIT B

Public Infrastructure

Median cut in Kiley Way
Watermain extension
New sidewalk

Estimated to cost \$20,500
Estimated to cost \$156,200
At Developer's cost, not included in
Security

EXHIBIT B

Plymouth, WI

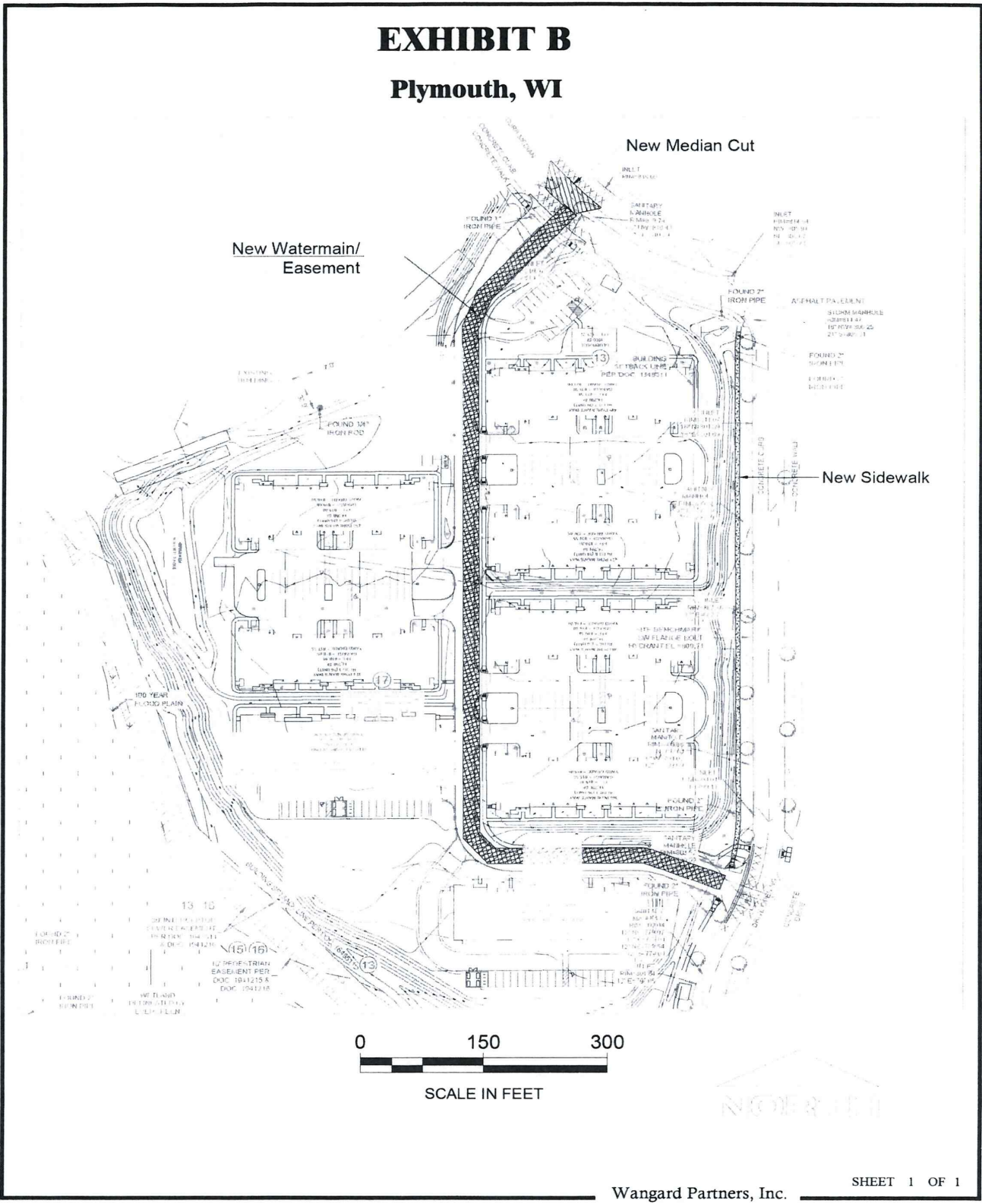


EXHIBIT C

Private Infrastructure

Curb cuts to public streets
Master site grading plan
Stormwater management and conveyance facilities

DRAFT

EXHIBIT D
Sanitary Sewer User Usage and Fees

\$1,700.00 per building
x 7 buildings
\$11,900.00

DRAFT

EXHIBIT E
City Cost Estimate for Power Extension and Anticipated Embedded Credits

\$80,000.00 upfront cost estimate

\$1,028/meter embedded credit to be reimbursed up to the maximum cost of the project. For example, if Developer installs 150 meters, Developer would receive \$80,000 (the upfront cost estimate paid) in embedded credits from Plymouth Utilities.

EXHIBIT F

Form of Municipal Revenue Obligation

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF SHEBOYGAN
CITY OF PLYMOUTH

TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL, LIMITED REVENUE
OBLIGATION BOND (“**Bond**”)

Number	Date of Original Issuance	Principal Amount
1	_____, 2026	\$6,300,000

FOR VALUE RECEIVED, the City of Plymouth, Sheboygan County, Wisconsin (the “**City**”), promises to pay to Wangard Development LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the amount of Six Million Three Hundred Thousand Dollars (\$6,300,000.00) commencing on the September 30th following issuance of an occupancy permit for the first building in the Development. This Bond is subject to the terms and provisions of the Development Agreement between the City and Developer dated _____,

City of Plymouth Development Agreement for Wangard Development LLC or assigns

2024, (“**Development Agreement**”) and capitalized terms not otherwise defined herein shall have the meanings set forth in such Development Agreement.

This Bond shall be payable in installments due in each year following issuance, and shall be paid not later than September 30 of each year thereafter (the “**Payment Dates**”) as set forth on Schedule 1 attached hereto.

This Bond has been issued to finance a project within the City’s Tax Incremental District No. 7, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund”. This Bond is issued pursuant to the terms and conditions of the Development Agreement. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. Except as expressly set forth in the Development Agreement, this Bond shall be payable solely from available tax increments generated by the Property and appropriated by the City for payment of this Bond (the “**Revenues**”) as more specifically set forth in Section 16 of the Development Agreement. Reference is hereby made to the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Development Agreement is incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the amount due on this Bond, the amount due but not paid shall be adjusted to reflect available Revenues. The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Bond Maturity Date, except as expressly set forth in the Development Agreement. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City to principal payment of this Bond. The “**Bond Maturity Date**” is set forth in the Development Agreement and shall be the longest term for TID 7 available under law.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City’s obligations hereunder.

This Bond is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. The City hereby consents to transfers to any affiliates, successors in title or lenders of Developer. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered

municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the City of Plymouth has caused this Bond to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF PLYMOUTH

Donald O. Pohlman, Mayor

(CITY SEAL)

Anna Voigt, City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City of Plymouth, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration

Name of Registered Owner

Signature of City

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DRAFT