

City of Plymouth Plan Commission

Members: Please notify us if you are unable to attend the meeting.

Chairman; Mayor Don Pohlman

Members:

Jane Meyer

Jeremy Schellin

Greg Hildebrand

Ron Nicolaus

John Wyatt

Justin Schmitz

The City of Plymouth Plan Commission will have a meeting on Thursday, **November 7, 2024 at 6:00 PM** in **Room 305**, City Hall, and Plymouth, WI.

The agenda will be as follows:

- 1.) Approval of Minutes from October 3, 2024.
- 2.) **Site Plan seeking approval;** 1 Persnickety Place, Plymouth, WI 53073, dba Sargento Cheese, for; a building addition, reconfiguration of current parking lot, construction of new parking lot, and reconstruction of public cul-de-sac (per prior development agreement). Davis/Excel (enclosure)
- 3.) **License Agreement seeking recommendation;** Exclusive License Agreement For Nutt Ski Hill between City of Plymouth and Cheese Capital Winter Park Inc. Blakeslee (enclosure)
- 4.) **Ordinance Amendment seeking recommendation;** Modifications amending Section 13-1-28 - High Density R6-Multi-Family Residential District. Blakeslee (enclosure)
- 5.) **Ordinance Amendment seeking recommendation;** Modifications of Section 13-1-193 regarding voting on zoning code amendments. Blakeslee (enclosure)
- 6.) **Ordinance Amendment seeking recommendation;** Modifications of Section 13-1-105 regarding political message signs. Blakeslee (enclosure)
- 7.) **Communication – Letters, E-mails, or reports Related to the Plan Commission**
(Chairman, Secretary, Plan Commission Members, City of Plymouth Staff/Alderpersons)

It is possible that members of and possibly 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, contact 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 Plan Commission

UNOFFICIAL MINUTES

OCTOBER 3, 2024

Mayor Don Pohlman called the meeting to order at 6:00 PM on October 3, 2024. The following members were present Jane Meyer, Jeremy Schellin, Greg Hildebrand, Ron Nicolaus, John Wyatt, and Justin Schmitz. Also present: City Administrator/Utilities Manager Tim Blakeslee, City Clerk Anna Voigt.

- 1.) **Approval of Minutes from September 5, 2024:** Motion was made by Nicolaus/Hildebrand to approve the minutes from September with a minor change to the spelling of Kayla's name. A unanimous aye vote was cast. Motion carried.

- 2.) **Site Plan seeking approval; 2602 County Road PP, dba Great Lakes Cheese, for; 2 building additions, and a parking lot addition.** : Wilkinson from Excel explained that Great Lakes Cheese would like to expand. They are requesting approval for a proposed building addition and dock addition to their existing facility located on County Rd PP. The property is zoned Heavy Industrial and the proposed use is permitted. The dock addition is proposed on the northwest corner of the existing building. Also included in the dock project scope is an additional striped, heavy-duty concrete trailer spaces on the southeast side of the existing building. A two-story building office addition is proposed in the greenspace area to the south of the existing building. The addition will be used for office space and an internal trash compactor. Pohlman asked Blakeslee if there were any concerns with draining, water, or surface area? Blakeslee stated Director of Public Works Austin reviewed the stormwater plans and site plan can be approved without being contingent on stormwater plans. Pohlman asked any parking stalls were getting taken away or added? Wilkinson responded no. Nicolaus asked if they were moving the Fire Department stuff? Wilkinson responded no. Nicolaus asked how they were going to get at it? Wilkinson asked for further explanation. Nicolaus stated there should be a knoxbox there hydrant and fire house. Wilkinson asked if it was where the office addition was. Nicolaus responded it was by the loading docks. XXX Birshbach stated on the northwest side. Wilkinson stated he doesn't believe there is anything over there that's being affected. Ultimately, the dock addition is going on the north side of the existing building and it will bump out. Nicolaus stated believes there is an access door there. Wilkinson stated that access door on the west face of the building will remain. There is another access door on the north wall, which is further west of the dock. There are no changes to the door either. Pohlman asked Wilkinson if he knew what knoxbox and sprinkler hookup Nicolaus is talking about. Wilkinson stated he would double check and touch base with the city. Blakeslee recommended the approval could be contingent on Fire Department staff. Pohlman asked for more details on the building addition for office space. Wilkinson explained that it will be to the south end of the existing building between the existing brick segment and loading dock area. It will be a breakroom and some office space. The westside will be a trash dock that will have a trash compactor located interior to the building. Largely its in the open space between the connecting sidewalks in that area. Drainage will be the same patterns it currently is there. Pohlman asked if that is currently greenspace. Wilkinson stated yes, he spoke with Austin that morning regarding stormwater. Pohlman asked the two stories is going to tie in with the rest of the building. Wilkinson stated yes. With no more questions. Motion was made by Nicolaus/Schmitz to approve the site plan at 2602 County Road PP,

Great Lakes Cheese, contingent on approval from the Fire Department. Upon the call of the roll, all voted aye. Motion carried.

3.) Property seeking rezoning recommendation; Tax Parcel # 59271821078, (located generally behind Auto Zone at 2795 Eastern Ave) property is currently Zoned R4 Multifamily and seeking an R6, High Density Multifamily Zoning. Chris Merklene from Northtown Partners formally known as Van Horn Development representing Plankview Green Development which is the owner of the property. They are requesting to rezone the property. They have developed Jimmy Johns to the south and sold the other lot to Scooters. At the time of those projects they did the site work, excavating all the way down and dug the stormwater retention pond for multi-family unit and potentially a hotel for the middle lot. This is not for the hotel, this is for the lot to the south. They are requesting to rezone it from an R4 to R6. Pohlman asked if the at is for lot 1 in their drawing? Merklene responded yes. Pohlman asked if they are using the existing the driveway between Jimmy Johns and Scooters or the driveway to the east of Advance Auto? Pohlman asked if there is an official name for that. Blakslee stated there is not an official name for the road, this isn't the site plan review yet, just a rezone request. Wyatt asked if the access will be the narrow strip. Merklene stated yes there are conceptual site plans, but nothing that is ready to be shared yet. Merklene added it was made clear 2 years ago when they came to Plan Commission for Jimmy Johns and Scooters that their entrance wouldn't be served for anything but that. So they plan on using the road on the other side of Advanced Auto. Hildebrand stated that there use to be a lot of water issues back there, Fleet Farm south, Dairy Queen. Hildebrand asked if there is still a lot of water issues? Merklene stated most of the parcel is designated wetland. They spent a fair amount of money with Excel Engineering in wetland delineations. They dug a stormwater retention pond when the Jimmy Johns and Scooters projects were done. They shaped the entire site including digging that retention pond that exists today. They spent \$400,000 just in excavating in preparation for future potential hotel and multi-use on this lot. Blakeslee noted that this parcel does already meet the Comprehensive Plan. This is just a rezone no Comp Plan Amendment is needed. Nicolaus asked if it was in TIF 7. Blakeslee stated yes. Schellin stated is he concerned about the traffic around that intersection and asked if that would be if the time to talk about that would be at the site plan review? Blakeslee stated that would be left to talk about at the site plan review. Motion was made by Wyatt/Nicolaus to recommend to Council parcel #59271821078 be rezoned from R4 to R6. Upon the call of the roll, all voted aye. Motion carried.

4.) Property seeking a Comprehensive Plan Map amendment recommendation, from Commercial to Residential. Tax Parcel # 59271829009 (directly west of the Baymont Hotel fronting Columbia Drive): Pohlman explained that the Commission was going to talk about item 4 and 5 together since it is for the same property (parcel #59271829009), but have a motion for each. Stroebel thanked the Commission taking the time to review the Comp Plan Amendment and Rezone. He has a conceptual plan showing senior living. Stroebel explained it will be a three-story building, elevator and underground parking. There is potential for workforce townhouse living on the east portion of the site. There is 2.8 acers in total, the existing zoning is B1 and looking at rezoning it to R6. Stroebel thinks there is a strong demand for senior living in the community and this will fill a nice niche. Seniors can move into this type of living, freeing up single family homes in the community. Stroebel noted all the plans are conceptual at this time, but looking at rezoning this property so they can start finalizing plans and come back to the commission to make a decision. Blakeslee added this is also for a comp plan amendment, the request is to change the plan from commercial to residential. He noted the properties in the area; north across the street is zoned office, the east is the Baymont B1, the south is vacant land zoned B1,

shopping center anchored by dollar tree is B1, and to the west vacant land is zoned planned office. Since this proposed rezoning is limited to high density use, staff is comfortable with the rezoning even though its amongst business / commercial uses. Recent planning topics has been trying to get high density use amongst commercial, they kind of benefit from each other. It also aligns with the City's strategic plan, expanding economic development and housing for all. Blakeslee stated staff does recommend approval of both the Comp Plan Amendment and Rezone. Pohlman asked how many stories the building will be? Strobel answered their will be lower-level parking and then three stories. The lower-level parking will be underground generally, there are some exposed areas that would be the community room, workout facility and salon. The bulk of the bulk the lower level will be underground. Pohlman asked Blakeslee if there were any concerns with the height of the building? Blakeslee responded no, the new R6 does permit that height. Wyatt asked if there were any plans to create access to the other business, like the shopping center? Strobel answered there are already sidewalks on the property. Strobel added it should be a great place for residents with the shopping center close by. Motion was made by Nicolaus/Schellin to recommend a Comprehensive Plan Map amendment for parcel #59271829009 from Commercial to Residential to Common Council. Wyatt questioned a sidewalk from the property going south to the shopping center, he didn't see one on the plans. Pohlman stated it was on private property and couldn't require it. Wyatt clarified he was making a suggestion. Upon the call of the roll, all voted aye. Motion carried.

- 5.) **Property seeking rezoning recommendation, from; B1, Business Office, to R6, High Density Multifamily. Tax Parcel # 59271829009 (directly west of the Baymont Hotel fronting Columbia Drive):** Blakeslee didn't have any additional comments, staff recommends the rezoning. Motion was made by Wyatt/Nicolaus to recommend the Rezoning of parcel # 59271829009 from B1 to R6 to Common Council. Upon the call of the roll, all voted aye. Motion carried.
- 6.) **Ordinance Amendment seeking recommendation; General Floodplain District Sec 13-2-1 seeking recommendation for the adoption of changes.:** Blakeslee explained this is housekeeping item. Staff submitted the required Ordinance changes to the DNR by the deadline. After review from the DNR suggested minor changes. Motion was made by Hildebrand/Nicolaus to recommend amendment of the General Floodplain section 13-2-1 to Common Council. Upon the call of the roll, all voted aye. Motion carried.
- 7.) **Communication – Letters, E-mails, or reports Related to the Plan Commission (Chairman, Secretary, Plan Commission Members, City of Plymouth Staff/Alderspersons):** Blakeslee didn't have any communication, but told the Commission Inspector Pete retired at the end of September. The Council will be presenting him a Proclamation. Nicolaus asked if anything further happened with Dollar General? Blakeslee answered the site plan review will be at the next Plan Commission meeting and no further letters from anyone.
- 8.) Motion was made by Nicolaus/Schmitz to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

FEE: \$ _____ PAID: _____
MAP NO.: _____
ZONING CLASSIFICATION: _____

Office Use Only
DATE SUBMITTED: _____
REVIEW DATE: _____

CITY OF PLYMOUTH
PLAN COMMISSION SUBMITTAL APPLICATION
 Revised September 2013

Completed application must be filed with the Zoning Administrator's Office, 107 Smith Street, RM 206. To be placed on the agenda of the Planning Commission, Application must be filed ___ days prior to date of meeting. Applications that are not complete or that are not legible will not be accepted.

1. APPLICANT INFORMATION

APPLICANT: Sargento Cheese Inc.

ADDRESS: One Persnickety Place, Plymouth, WI 53073

E-MAIL ADDRESS: Diane.davis@sargento.com

PHONE: () MOBILE: (734) 649-6640

2. DESCRIPTION OF THE SUBJECT SITE/PROPOSED PROJECT

(use of attachments is acceptable)

NAME OF PROPOSED/EXISTING BUSINESS: Sargento Cheese, Inc.

ADDRESS OF SITE AFFECTED: One Persnickety Place

NEW BUILDING: _____ ADDITION: x REMODELING: _____

DESCRIPTION OF PROPOSED PROJECT: _____

The scope proposed would be to knock off the existing bump-out and create a new front building face
that squares off the building and is two stories instead of one story. Construction of proposed parking lot,
reconfiguration of existing parking lot. Reconstruction of cul de sac bulb on Sunset Drive. Construction of
dumpster enclosure and expansion of existing pond.

DESCRIPTION OF **EXISTING** EXTERIOR DESIGN AND MATERIALS: _____

The existing structure is a single-story office building featuring large windows on the south and east elevations.

The building's facade includes a tan and dark brown EIFS finish on the lower two-thirds, with dark vertical metal panel siding covering the upper third.

DESCRIPTION OF THE PROPOSED EXTERIOR DESIGN AND MATERIALS:

The proposed development entails a 18,196 sf two-story office building. The design features bump-outs with un-illuminated signage 28' above finished floor, large storefront windows on all elevations, and an employee entrance on the South side of the building. The building materials will include stone veneer units with machined, stone veneer panels, banding coping, window heads, and sills with sandblasted faces, mixed brick veneer, and dark vertical metal panels. The selected materials and their color palette have been chosen to match the existing 2011 3-story building on site.

3. NAMES AND ADDRESSES

OWNER OF SITE: Sargento Cheese Inc.

ADDRESS: One Persnickety Place, Plymouth, WI 53073

PHONE: (920) 893-8484 **FAX NO.:** ()

ARCHITECT: Excel Engineering, Inc.

ADDRESS: 100 Camelot Drive, Fond du Lac, WI 54935

E-MAIL ADDRESS: grant.duchac@excelengineer.com

PHONE: (920) 926-9800 **FAX NO.:** ()

CONTRACTOR:

ADDRESS:

PHONE: () **FAX NO.:** ()

4. APPLICATION SUBMITTAL REQUIREMENTS

- A. A scale drawing of all exterior elevations showing the design, colors and appearance of the proposed building or structure.
- B. **Provide 14 copies of 11 X 17 colored renderings of the proposed building elevations and list materials utilized for exterior finish.**
- C. A scale drawing of the site plan showing the relationship of the building to the site boundaries and adjacent properties.

D. A written description of the proposed general design, arrangement, texture, material and color of the building or structure. Describe the relationship of such factors to similar features of buildings located within the same block or located along the frontage or any block across the street from the proposed building or structure for which architectural approval is sought.

5. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Diane Davis
box SIGN 1RVRL561-4W2YVVQV

Sep 24, 2024

APPLICANT'S SIGNATURE

DATE

Diane L Davis

PRINT ABOVE NAME

OFFICE USE ONLY

ACTION BY CITY OF PLYMOUTH PLAN COMMISSION

DATE OF MEETING: _____

APPROVED: _____

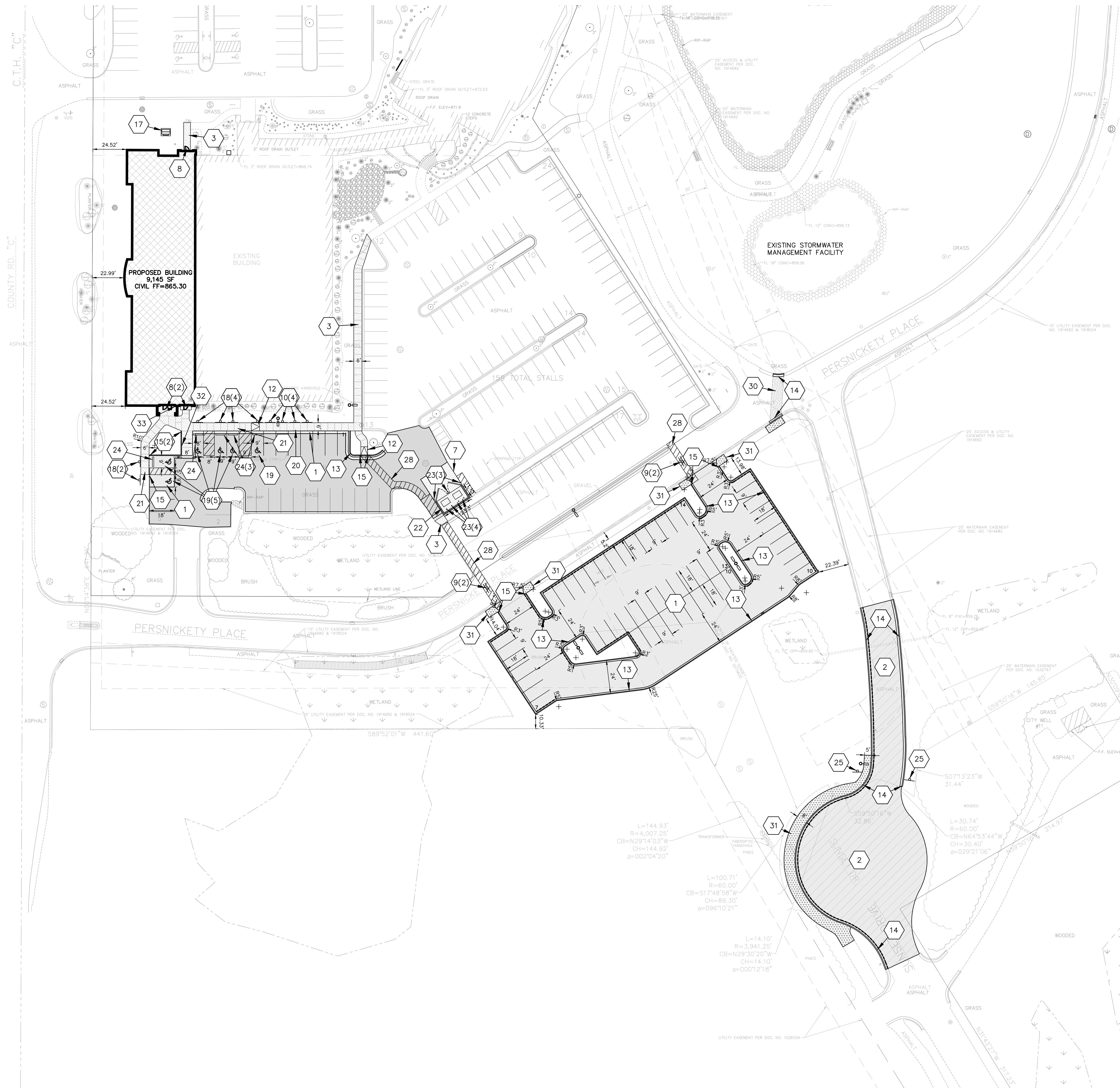
CONDITIONALLY APPROVED: _____

DENIED: _____

CONDITIONS

SIGNATURE: _____
Zoning Administrator

DATE: _____



NOTE:
ALL CONSTRUCTION TRAFFIC TO BE FROM WOODLAND ROAD TO NORTH PERSNICKETY PLACE. NO CONSTRUCTION VEHICLES SHALL BE ALLOWED FROM CTH C TO PERSNICKETY PLACE.

NOTE:
ALL SEQUENCING OF CONSTRUCTION TO BE COORDINATED WITH OWNER.

NOTE:
A KNOX BOX IS REQUIRED AT THE PRIMARY ENTRANCE PER LOCAL STANDARDS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH LOCAL FIRE DEPARTMENT/BUILDING INSPECTOR.

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

- PAVEMENT STAND KEY:**
- STANDARD ASPHALT
 - HEAVY DUTY ASPHALT
 - ALTERNATE: MILL & OVERLAY EXISTING ASPHALT
 - ASPHALT PATH
 - SIDEWALK CONCRETE
 - DUMPSTER PAD/APRON CONCRETE
 - MATCH EXISTING PAVEMENT
- CURB & GUTTER MARKING KEY:**
- INVERTED CURB & GUTTER
 - SHEDDING CURB & GUTTER

SITE INFORMATION:

PIN: 59271818473
 EXISTING ZONING: HI - HEAVY INDUSTRIAL
 PROPOSED ZONING: B2 - BUSINESS GENERAL
 HI - HEAVY INDUSTRIAL
 PROPOSED USE: BUSINESS OFFICE EXPANSION
 AREA OF SITE DISTURBANCE: 96,321 S.F. (2.21 ACRES)

SETBACKS (B2):

BUILDING:	FRONT = 0'
	SIDE = 0'
	REAR = 0'
PAVEMENT:	FRONT = 0'
	SIDE = 0'
	REAR = 0'

SETBACKS (HI):

BUILDING:	FRONT = 40'
	SIDE = 30'
	REAR = 40'
PAVEMENT:	FRONT = 0'
	SIDE = 0'
	REAR = 0'

PROPOSED BUILDING HEIGHT: 31' (MAX. HEIGHT ALLOWED: 45')
 PARKING PROVIDED: 213 SPACES (6 H.C. ACCESSIBLE)
 HANDICAP STALLS REQUIRED: 6, HANDICAP STALLS PROVIDED: 6
 BUILDING OCCUPANCY CLASSIFICATION = BUSINESS (B)
 CLASS OF BUILDING CONSTRUCTION = TYPE V

- SITE PLAN KEYNOTES**
- 1 STANDARD ASPHALT SECTION (TYP.)
 - 2 HEAVY DUTY ASPHALT SECTION (TYP.)
 - 3 CONCRETE SIDEWALK (TYP.)
 - 7 DUMPSTER PAD/APRON CONCRETE (TYP.)
 - 8 CONCRETE STOOP (TYP.) SEE STRUCTURAL PLANS FOR DETAILS.
 - 9 PEDESTRIAN CROSSING SIGN (MUTCD R1-5A)
 - 10 RESERVED VP PARKING SIGN
 - 12 CURB RAMP (TYP.)
 - 13 18" CURB & GUTTER (TYP.)
 - 14 24" MOUNTABLE CURB & GUTTER (TYP.) TO MATCH EXISTING
 - 15 CURB TAPER (TYP.)
 - 17 CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
 - 18 HANDICAP SIGN (TYP.)
 - 19 HANDICAP STALL & STRIPING PER STATE CODES.
 - 20 RAISED WALK (TYP.)
 - 21 FLUSH WALK (TYP.)
 - 22 DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
 - 23 6" CONCRETE BOLLARDS (SEE DETAIL ON ARCH. PLANS)
 - 24 PRECAST CONCRETE WHEEL STOP (TYP.)
 - 25 RELOCATED SARGENTO SIGN
 - 28 PAINT STRIPING (TYP) COLOR TO MATCH PARKING STALL STRIPING.
 - 30 REPLACE PAVEMENT TO MATCH EXISTING FOR UTILITY CONSTRUCTION
 - 31 ASPHALT PATH - 3" OVER 8"
 - 32 6" CURB HEAD (TYP)
 - 33 KNOX BOX (SEE ARCH. PLANS FOR DETAILS)
- (X) IDENTIFICATION: KEYNOTE ITEM(QUANTITY)
 IF NO () = QUANTITY IS 1



PROJECT INFORMATION

PROPOSED LAG OFFICE ADDITION FOR:
SARGENTO FOODS INC.
 1 PERSNICKETY PLACE • PLYMOUTH, WI 53073

PRELIMINARY DATES

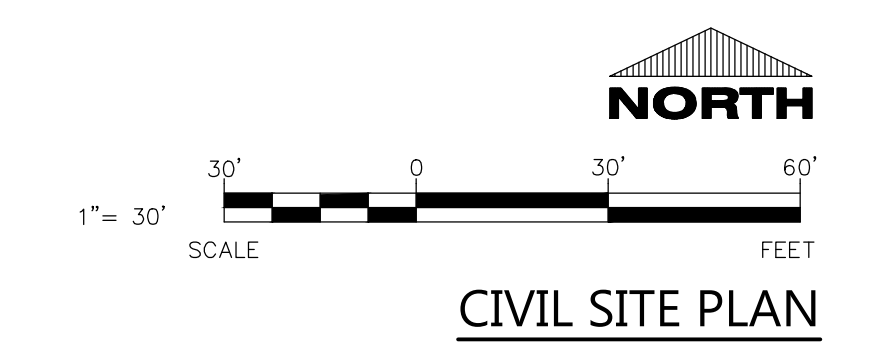
AUG. 15, 2024
SEPT. 5, 2024
SEPT. 16, 2024
SEPT. 30, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
230487900

SHEET NUMBER

C1.1



GENERAL NOTES

- 1. SEE WALL SECTIONS FOR EXTERIOR WALL CONSTRUCTION
- 2. REFERENCE EXTERIOR ELEVATIONS FOR VENEER CONTROL JOINTS. SEE STRUCTURAL PLANS FOR CMU CONTROL JOINT LOCATIONS. VENEER CONTROL JOINTS AND CMU CONTROL JOINTS ARE NOT REQUIRED TO ALIGN.

EXTERIOR MATERIAL KEY

1	BRICK MFR: HERBON BRICK COMPANY PRODUCT: MODULAR SIZE: MODULAR	TEXTURE: MORTAR:
2	VERTICAL METAL WALL PANEL MFR: PAC-CLAD PRODUCT: FLUSH WALL PANEL COLOR: DARK BRONZE	MATERIAL: 11" SMOOTH PANEL - 0.40 ALUMINUM
3	SPLIT FACE STONE MFR: VALDERS STONE SIZE: 1-11 5/8" W x 11 5/8" H x 3 5/8" D UNITS COLOR: BUFF, MORTAR COLOR TO MATCH STONE COLOR	FINISH: MACHINE ROCKFACED
4	STONE PANELS MFR: VALDERS STONE SIZE: 2" THICK (NOM.) PANELS WITH VERT. & HORIZ. JOINTS EQ. COLOR: BUFF, MORTAR COLOR TO MATCH STONE COLOR	FINISH: SANDBLASTED-FACED
5	BANDING, COPING, WINDOW HEADS AND SILLS MFR: VALDERS STONE SIZE: 2" THICK (NOM.) PANELS WITH VERT. & HORIZ. JOINTS EQ. COLOR: BUFF, MORTAR COLOR TO MATCH STONE COLOR	FINISH: SANDBLASTED-FACED
6	ROOF FLASHING MFR: METAL-ERA PRODUCT: 5.5" PERMA-TITE GOLD COPING COLOR: DARK BRONZE (MATCH EXISTING)	
7	ALUMINUM STOREFRONT DOORS AND MULLIONS ANODIZED COLOR: DARK BRONZE	



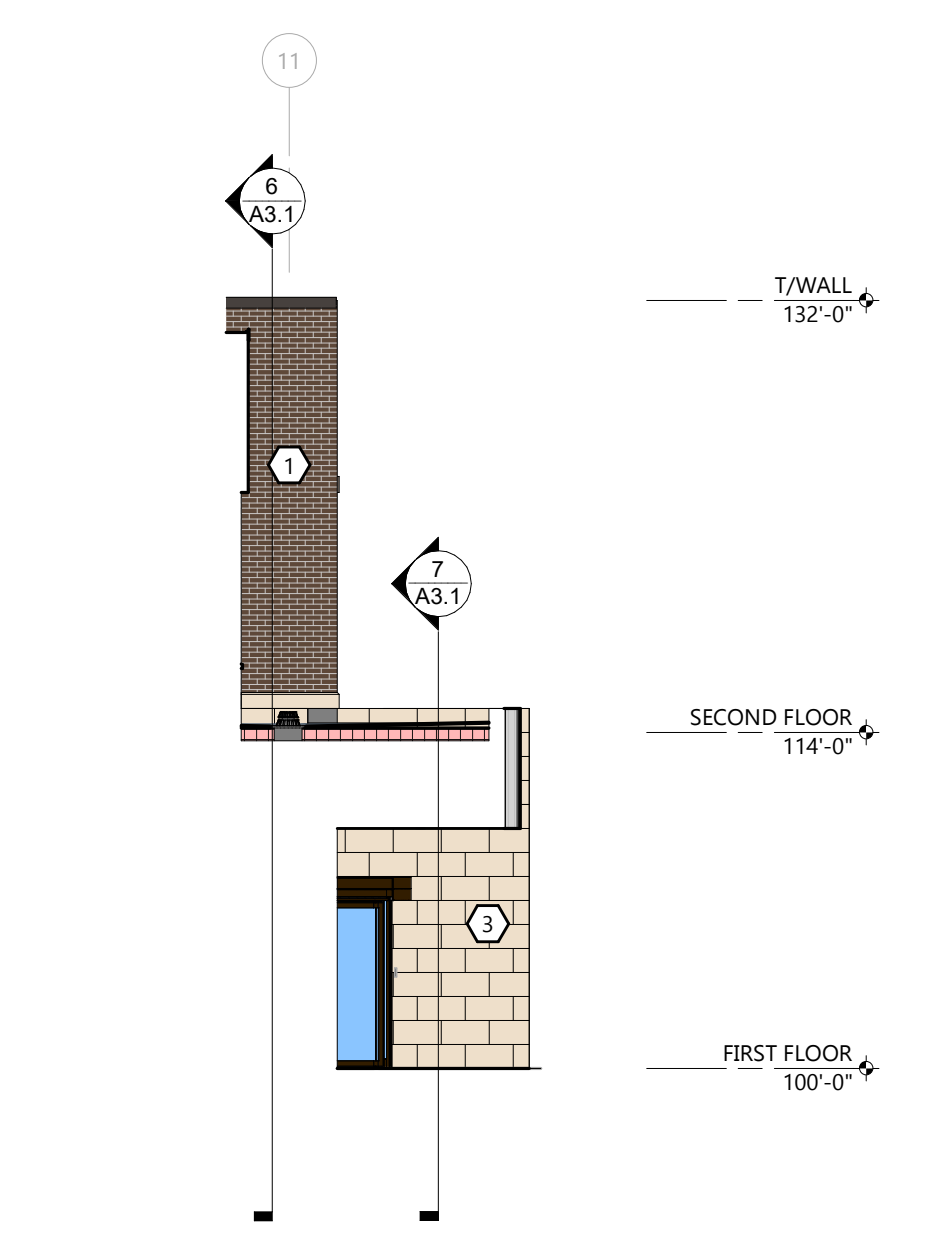
1 WEST ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



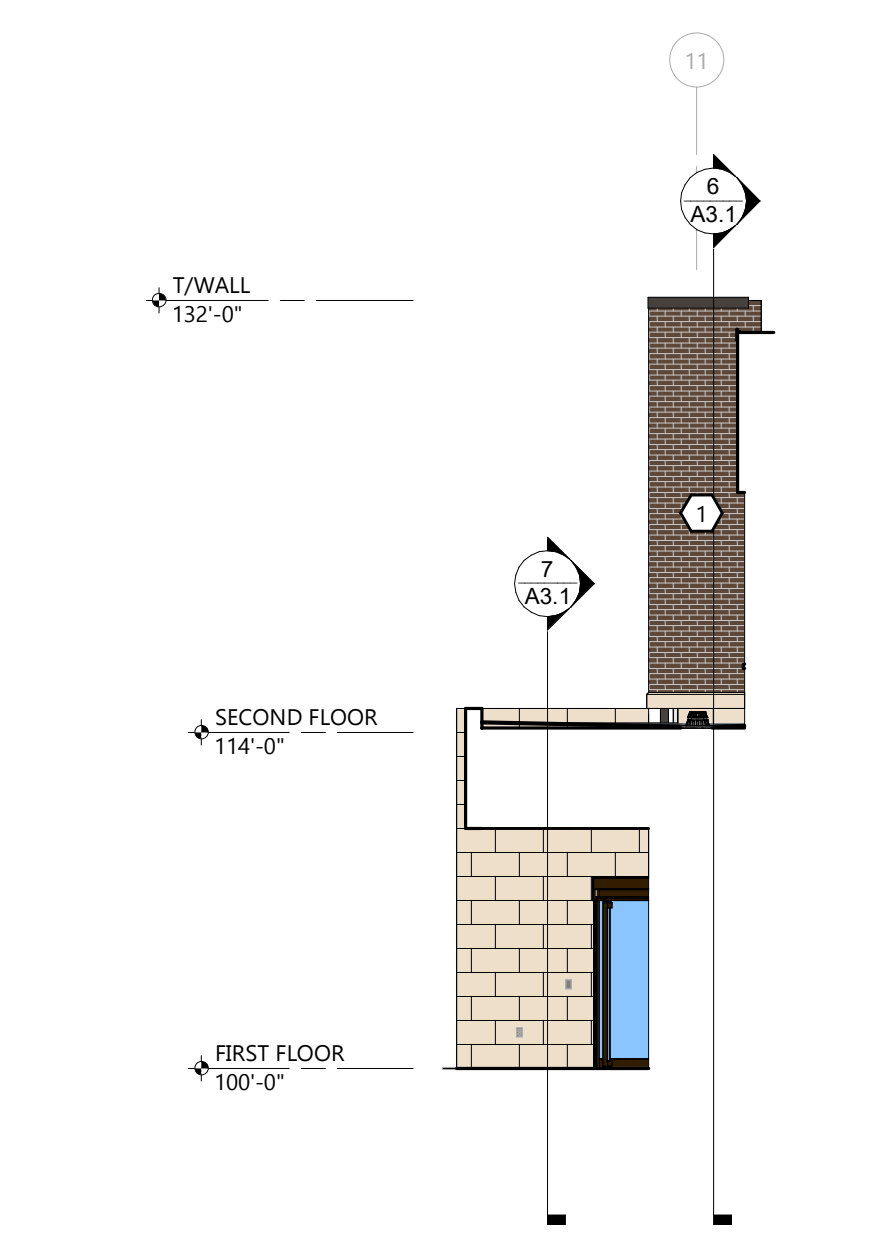
2 EAST ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



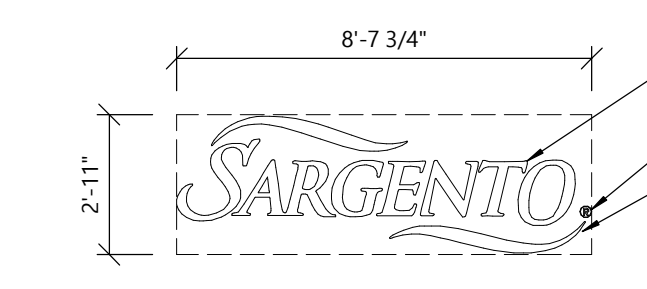
5 WEST ENTRANCE ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



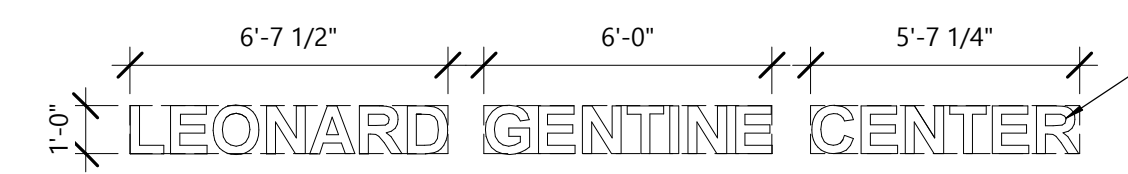
6 EAST ENTRANCE ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
A2.0 SCALE: 1/8" = 1'-0"



7 SIGNAGE
A2.0 SCALE: 1/4" = 1'-0"



8 SIGNAGE
A2.0 SCALE: 1/4" = 1'-0"

PROJECT INFORMATION

PROPOSED LAG OFFICE ADDITION FOR:

SARGENTO CHEESE INC.
1 PERSNICKETY PLACE • PLYMOUTH, WISCONSIN 53073

PROFESSIONAL SEAL

PRELIMINARY DATES

- AUG. 15, 2024
- AUG. 21, 2024
- SEPT. 19, 2024
- SEPT. 30, 2024

NOT FOR CONSTRUCTION

JOB NUMBER

230487900

SHEET NUMBER

A2.0

C:\Users\pcauser\Documents\2024\2024-003_Leonard_Gentine_Center\A2.0_Ext_Elevations.dwg 10/10/2024 8:56:52 AM



FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 NORTH

SYMBOLS LEGEND

WM1	EXTERIOR WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
WM2	INTERIOR WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
WM3	FIRE RATED WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
ES	EXIT SIGNAGE	
FE	FIRE EXTINGUISHER w/ CABINET	SEE A5 SHEETS
ER	EXISTING WALL TO REMAIN	
MS	STUD WALL	
MV	MASONRY VENEER	
CMU	C.M.U. WALL	
ED	EXISTING DOOR TO REMAIN	
ND	NEW DOOR	

(2) HOUR FIRE RATED

GENERAL NOTES

- ALL INTERIOR DIMS. ARE FROM FACE-OF-STUD TO FACE-OF-STUD.
- PROVIDE 3-1/2" SOUND BATT INSULATION AROUND PERIMETER OF TOILET ROOM AND OFFICE WALLS.
- MISCELLANEOUS HARDWARE INCLUDED: HANDICAP HARDWARE.
- PROVIDE WOOD BLOCKING FOR ANY FURNISHINGS BY OWNER. (VERIFY LOCATIONS)
- INTERIOR GLAZED OPENINGS IN OFFICES TO BE 1/4" GLASS SET IN OAK JAMBS AND STOPS. (SEE PLAN FOR SIZES).

FIRST FLOOR:

- 2 VP OFFICES (2 ADMIN)
- 1 CONFERENCE ROOMS
- 1 CHAT SPACE
- 5 OFFICES
- 26 CUBICLE SPACES
- 2 UNISEX BATHROOMS

SECOND FLOOR:

- 1 VP OFFICE (1 ADMIN)
- 2 CONFERENCE ROOMS
- 1 SMALL CONFERENCE ROOM
- 2 CHAT SPACES
- 5 OFFICES
- 26 CUBICLE SPACES
- 2 UNISEX BATHROOMS
- 1 MOTHERS ROOM

TOTAL SEAT COUNT:

- 3 VP OFFICES (3 ADMIN)
- 3 CONFERENCE ROOMS
- 1 SMALL CONFERENCE ROOM
- 3 CHAT SPACES
- 10 OFFICES
- 52 CUBICLE SPACES
- 4 UNISEX BATHROOMS
- 1 MOTHERS ROOM

PROJECT INFORMATION

PROPOSED LAG OFFICE ADDITION FOR:
SARGENTO CHEESE INC.
 1 PERSNIKEY PLACE • PLYMOUTH, WISCONSIN 53073

PROFESSIONAL SEAL

PRELIMINARY DATES

AUG. 1, 2024
AUG. 6, 2024
AUG. 9, 2024
AUG. 15, 2024
AUG. 21, 2024
SEPT. 5, 2024
SEPT. 19, 2024
SEPT. 30, 2024

NOT FOR CONSTRUCTION

JOB NUMBER
 230487900

SHEET NUMBER

A1.1

C:\Users\pcauser\Documents\2024\2024_003_001.dwg, 08/19/2024 8:56:34 AM



SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 NORTH

SYMBOLS LEGEND

EXTERIOR WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
INTERIOR WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
FIRE RATED WALL TYPE	SEE A4 SHEETS FOR WALL TYPES
EXIT SIGNAGE	
FIRE EXTINGUISHER w/ CABINET	SEE A5 SHEETS
EXISTING WALL TO REMAIN	
STUD WALL	
MASONRY VENEER	
C.M.U. WALL	
EXISTING DOOR TO REMAIN	
NEW DOOR	

(2) HOUR FIRE RATED

SEE PLAN FOR ALL WALL WIDTHS

- GENERAL NOTES**
- ALL INTERIOR DIMS. ARE FROM FACE-OF-STUD TO FACE-OF-STUD.
 - PROVIDE 3-1/2" SOUND BATT INSULATION AROUND PERIMETER OF TOILET ROOM AND OFFICE WALLS.
 - MISCELLANEOUS HARDWARE INCLUDED: HANDICAP HARDWARE.
 - PROVIDE WOOD BLOCKING FOR ANY FURNISHINGS BY OWNER. (VERIFY LOCATIONS)
 - INTERIOR GLAZED OPENINGS IN OFFICES TO BE 1/4" GLASS SET IN OAK JAMBS AND STOPS (SEE PLAN FOR SIZES).

FIRST FLOOR:

- 2 VP OFFICES (2 ADMIN)
- 1 CONFERENCE ROOMS
- 1 CHAT SPACE
- 5 OFFICES
- 26 CUBICLE SPACES
- 2 UNISEX BATHROOMS

SECOND FLOOR:

- 1 VP OFFICES (1 ADMIN)
- 2 CONFERENCE ROOMS
- 1 SMALL CONFERENCE ROOM
- 2 CHAT SPACES
- 5 OFFICES
- 26 CUBICLE SPACES
- 2 UNISEX BATHROOMS
- 1 MOTHERS ROOM

TOTAL SEAT COUNT:

- 3 VP OFFICES (3 ADMIN)
- 3 CONFERENCE ROOMS
- 1 SMALL CONFERENCE ROOM
- 3 CHAT SPACES
- 10 OFFICES
- 52 CUBICLE SPACES
- 4 UNISEX BATHROOMS
- 1 MOTHERS ROOM

PROJECT INFORMATION

PROPOSED LAG OFFICE ADDITION FOR:
SARGENTO CHEESE INC.
 1 PERSNICKETY PLACE • PLYMOUTH, WISCONSIN 53073

PROFESSIONAL SEAL

PRELIMINARY DATES

AUG. 1, 2024
AUG. 6, 2024
AUG. 9, 2024
AUG. 15, 2024
AUG. 21, 2024
SEPT. 5, 2024
SEPT. 19, 2024
SEPT. 30, 2024

JOB NUMBER
 230487900

SHEET NUMBER
A1.2

NOT FOR CONSTRUCTION

C:\Users\pcauser\Documents\230487900_Arch_Corplac_023_Ryann-Cheney.rvt
 10/11/2024 8:02:58 AM

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



Telephone: (920) 893-3745
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: October 30, 2024
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Nutt Ski Hill Exclusive License Discussion and Recommendation

Background:

Nutt Ski Hill has not been used for organized winter recreation since February 2014. Over the past two years, a group of Plymouth community members formed a non-profit organization, Cheese Capital Winter Park LLC (CCWP), to explore the reestablishment of Nutt Ski Hill for winter activities. In July 2023, CCWP presented the Ski Hill Rehabilitation concept to the Committee of the Whole, seeking feedback before further logistical and fundraising efforts. The Committee of the Whole's consensus was for CCWP to finalize the ski hill design and return with a more developed concept and request.

On April 28, 2024, CCWP presented their updated concept for revitalizing Nutt Ski Hill to the Committee of the Whole. At the meeting on May 15, 2024, the Common Council directed staff to negotiate a lease with Cheese Capital Winter Park LLC. At the meeting on August 27 and October 29 staff presented an update of negotiations in closed session. The direction from the meeting on October 29 is that the negotiated terms are agreeable to the CCWP and Common Council.

While the Common Council has final approval authority, per municipal code 2-4-5(g)2 the Plan Commission must review and provide a recommendation on leases of public property. A draft copy of the license from October 29, 2024 is attached

Topic	Highlights
Agreement Type	CCWP receives an exclusive license, granting them exclusive rights to utilize the ski hill during the agreement period.
Construction and Maintenance	CCWP is responsible for improvements to the Ski Hill. The City retains ownership of fixed improvements, while CCWP retains ownership of equipment as outlined. In addition, snow making equipment is property of CCWP.
Usage, Rental, and Fees	The hill may be open during normal park hours (6:00 a.m. to 10:00 p.m.), unless alternative hours are approved by the City Administrator. CCWP may rent the property to third-party groups and decide on the fees to be charged for the hill.
Snow Making	CCWP may make snow 15 days per year as needed, with additional requests requiring approval from the City Administrator.

	CCWP may also make snow and groom during City Park hours and up to one (1) hour after park closure regardless of day.
Lighting	All overhead lighting at the Ski Hill shall be turned off one hour after park closure, except as otherwise approved by the City Administrator/Utilities Manager. Snow making may include lights on the groomer or snowmobile.
Liens	Liens related to construction, contractors, mechanics, or similar matters may not be placed against the Ski Hill.
Snow Removal	CCWP will remove snow from walking areas and the parking lot.
Payment of Utilities	CCWP will receive a stipend of \$11,000 per year as City support for the project, similar to funding provided to PYAA, Band, etc. Utility costs beyond \$11,000 will be borne by CCWP.
Noise	Snow production shall occur at times and for durations that minimize disturbance to surrounding areas (please note that most snow making will occur after hours). CCWP agrees that Section 11-2-7 of the City Code applies to noise production at the Ski Hill.
Tree removal and replacement	The City forester will inventory existing trees on the Ski Hill and approve all tree removal. For each live tree with a 3-inch caliper or more that is removed, CCWP will replace with a 1.0-to-1.5-inch caliper tree of a like species in a location as determined by the City Forester.
Advertisement	CCWP may use Nutt Hill in marketing materials, grant sponsorship rights to the Ski Hill, and construct signage. CCWP may install signs not exceeding 5 feet by 5 feet except that no signs shall be placed within thirty feet of any residential lot line

Recommendation: Recommend the Common Council approve the Nutt Ski Hill Exclusive License with Cheese Capital Winter Park LLC.

Attachment:

- Draft License Agreement

**EXCLUSIVE LICENSE AGREEMENT FOR
NUTT SKI HILL**

THIS AGREEMENT is entered into this _____ day of _____, 2024 by and between the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation, maintaining its principal office at 128 Smith Street, P.O. Box 107, Plymouth, Wisconsin 53073, hereinafter referred to as "**CITY**," and Cheese Capital Winter Park, Inc., a Wisconsin non-stock, non-profit corporation existing under Wisconsin Chapter 181, maintaining its principal office at 518 E. Edna Street, Plymouth, Wisconsin 53073, hereinafter referred to as "**OPERATOR**".

RECITALS

WHEREAS, the **CITY** owns Nutt Ski Hill, a city park, located at 750 W. Main Street within the City of Plymouth, Sheboygan County, Wisconsin (the "Ski Hill") legally described on **Exhibit A** attached hereto; and

WHEREAS, **OPERATOR** wishes to reestablish skiing, snowboarding, and tubing at the Ski Hill (the "Winter Recreational Activities"); and

WHEREAS, **OPERATOR** proposes to construct certain improvements for the Winter Recreational Activities including construction of skiing, snowboarding, and tubing runs, fixtures as approved by the City Administrator/Utilities Manager, and structural improvements to the existing building at the Ski Hill and build a maintenance shed (the "Ski Hill Improvements"); and

WHEREAS, **OPERATOR** will bear all construction and maintenance costs of the Ski Hill Improvements, which will be constructed and maintained for the public benefit; and

WHEREAS, **CITY** and **OPERATOR** wish to enter into this agreement for the purpose of establishing the parties' respective roles related to the construction, operation and maintenance of the Ski Hill and Ski Hill Improvements.

AGREEMENT

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

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

2. **Grant of Exclusive License**. **CITY** grants to **OPERATOR** an exclusive license to use the Ski Hill subject to the terms and conditions of this Agreement.

3. **Term and Renewal**. The term of this Agreement commences on January 1, 2025, ("Commencement Date") and terminates on December 31, 2030 ("Termination Date"). The **OPERATOR** shall have the ability to renew this License Agreement for up to three (3) additional five- (5-) year terms provided **OPERATOR** is in compliance with the terms of this Agreement.

4. **Construction and Maintenance.** The **OPERATOR** shall be solely responsible for all construction and maintenance costs of the Ski Hill Improvements, including obtaining all permits and approvals necessary and required. The location of the Ski Hill Improvements, including location of any lighting or structures, attached hereto and incorporated herein as **Exhibit B**, are approved as part of this Agreement. The **OPERATOR** understands and agrees that the **CITY** will have ownership of the Ski Hill Improvements and that the **OPERATOR** is constructing and maintaining the Ski Hill Improvements for public use. **OPERATOR** shall retain ownership of any equipment and personal property – including, but not limited to, the magic carpet, groomer, snow making equipment (pumps, guns (both guns attached to the ski hill and not attached to the ski hill), hoses, etc.) - supplies and inventory used in connection with the Winter Recreational Activities (collectively referred to as “**OPERATOR’s Property**”)

5. **Permitted and Prohibited Uses and Improvements.**

a. **Use.** The **OPERATOR** may use the Ski Hill for providing Winter Recreational Activities to the public. The **OPERATOR** may also sublicense the Ski Hill to third party groups for short-term use of the Ski Hill for Winter Recreational Activities. This short-term use includes, but is not limited to, corporate events and private parties. The **OPERATOR** shall determine, in its sole discretion, the fees to be charged to the public and third parties and shall retain all fees charged. Any public use of the Ski Hill shall be during normal City Park hours (6:00am to 10:00pm) unless the **OPERATOR** has obtained prior written approval from the City Administrator/Utilities Manager. All overhead lighting at the Ski Hill shall be turned off one (1) hour after park closure, except as otherwise approved by the City Administrator/Utilities Manager. The **OPERATOR** may make snow and groom during City Park hours and up to one (1) hour after park closure. In addition, the **OPERATOR** shall be permitted to make snow and groom the Ski Hill for Winter Recreational Activities between the hours of 11 p.m. and 6:00 a.m. no more than fifteen (15) times per season, unless approved by the City Administrator/Utilities Manager. The making of snow and grooming may also include the use of lights on the groomer or snowmobile

b. **Structures.** The **OPERATOR** agrees to obtain approval of the City Administrator/Utilities Manager to build, construct, reconstruct, install or place a structure on the Ski Hill after construction of the Ski Hill Improvements, and shall be responsible for obtaining necessary permits and approvals. **OPERATOR** expressly understands and agrees that any improvements made to the structures or affixed to the Ski Hill (except as stated in Section 4 above) will become the property of the **CITY**.

c. **Liens.** The **OPERATOR** will not have third parties perform work or provide materials on the Ski Hill without prior notice to the City Administrator/Utilities Manager, and **OPERATOR** will not cause or allow any construction, contractor, mechanics or related liens to be placed against the Ski Hill. No **CITY** funds will be provided for the construction of the Ski Hill Improvements.

d. **CITY Obligations and Access.** **CITY** agrees to maintain the vegetation and landscaping of the Ski Hill from April through November; **OPERATOR** shall be responsible for maintain the grounds of the Ski Hill from December 1 through March 31 of each year. **OPERATOR** will be responsible for snow removal from pedestrian and parking areas, trash removal. **CITY** will provide an annual payment of eleven thousand and 00/100 dollars (\$11,000.00) to **OPERATOR** on or before January 1 of each year to be used for

electrical, sewer and water service at the Ski Hill. **CITY** may access the Ski Hill, and any secured areas upon prior notice to **OPERATOR**, to confirm the **OPERATOR**'s compliance with the terms of this Agreement.

e. Nutt Hill Shelter. **OPERATOR** will have access to the Nutt Hill Shelter, may use the Nutt Hill Shelter as it sees fit, and shall retain any revenue received from the use of the Nutt Hill Shelter. **OPERATOR** may rent the Nutt Hill Shelter to third parties, at such times and subject to such conditions as **OPERATOR** deems appropriate. **OPERATOR** will be responsible for coordinating the rental with the renting party and shall be entitled to the rental fee paid. **OPERATOR** shall remain responsible for any damage to the Shelter occurring as a result of such rental.

6. Noise Levels. To the extent possible, snow production shall occur at such times and for a duration to minimize disturbance to the surrounding areas. **OPERATOR** agrees that Section 11-2-7 of the City Code applies to noise production at the Ski Hill.

7. Tree Removal and Replacement. The City Forester will inventory existing trees on Ski Hill and shall approve all tree removal he or she deems necessary for the completion of the Ski Hill Improvements. **OPERATOR** shall be responsible for replacing the trees removed from the Ski Hill with an equal number of trees, in such species and locations as approved by the City Forester, within city parks or such other locations as the City Forester determines best serve the public interest. **OPERATOR** will replace each live tree with a 3-inch caliper or more that is removed with a 1.0 to 1.5 inch caliper tree of a like species.

8. No Agency Relationship Created. The **OPERATOR** 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**. The **OPERATOR** shall not be an additional insured under the **CITY**'s insurance policy. The **CITY** shall not have any obligation to indemnify or defend the **OPERATOR** related to any liability attributable to the **OPERATOR** or any matter arising out of, directly or indirectly, this Agreement.

9. Insurance Required. The **OPERATOR** shall maintain, and require its contractors that work in the Ski Hill Improvements to maintain, during the course of construction and operation of the Ski Hill for Winter Recreational Activities, for the protection of the **CITY** and the **OPERATOR**, 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

The required insurance policies shall include, to the extent available, provisions preventing their cancellation without ten (10) days prior written notice to the **CITY**, which shall be named as an additional insured. The **OPERATOR** 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. The **CITY** shall be named as an additional insured on said certificate. **OPERATOR** shall be solely responsible for carrying any other insurance it deems necessary to protect its interests in any equipment it owns.

10. Indemnification. OPERATOR shall indemnify, hold harmless, and defend CITY and their respective officers, employees, and agents from any and all liability, loss, costs, expenses (including reasonable attorneys' fees and litigation costs), expert fees, interest, and damages that it or they might suffer or pay out to another as a result of any claim, demand, suit, action or right of action (in law or equity) as a result of any injury (including death) or damage to any person or property against CITY or their officers, employees, and agents brought by any person to the extent that such injury or damage arises as a direct or indirect result of any negligent or intentional act or misconduct of OPERATOR in connection with the design, construction, inspection, operation or maintenance of the Ski Hill for Winter Recreational Activities or Nutt Hill Shelter events on CITY property.

11. Restoration. In the event that the Ski Hill Improvements do not receive final approval or construction of the Ski Hill Improvements are terminated before completion for any reason, foreseen or unforeseen, OPERATOR shall at OPERATOR's expense, restore the site to a condition that does not create a hazard or other unsafe condition subject to the CITY's approval. Within thirty (30) days of termination of this Agreement, OPERATOR shall remove all equipment, signage, personal property, inventory, supplies, garbage, waste and refuse and OPERATOR's Property from the Ski Hill. Any OPERATOR property remaining at the Ski Hill after expiration of the thirty (30) days will be considered abandoned and CITY shall be entitled to remove and dispose of such property as it deems appropriate. If OPERATOR fails to return the Ski Hill to the CITY in a condition substantially similar to the Commencement Date condition (except for the Ski Hill Improvements), CITY shall be entitled to restore the property to Commencement Date condition and OPERATOR shall be responsible for such costs.

12. Advertising, Sales, Sponsorship, and Naming. The CITY grants the OPERATOR the right to use the name Nutt Hill in its marketing and at its discretion. The CITY grants the OPERATOR the right, in OPERATOR's sole discretion, to sell any products, goods, foods, beverages (including but not limited to alcohol if proper permits/licensing is obtained), or services at the Ski Hill with prices to be set by the OPERATOR and to retain all income therefrom. The CITY grants the OPERATOR the right, in the OPERATOR's sole discretion, to charge fees in amounts to be determined by the OPERATOR for the use of the Ski Hill and the Winter Recreational Activities. The CITY also grants the OPERATOR the right, in OPERATOR's sole discretion, to sell naming rights, sponsorship rights, advertising rights, and other commercial rights related to the Ski Hill and the Winter Recreational Activities and to retain all income therefrom. The CITY grants the OPERATOR the right to construct signage and displays related to naming, sponsorship, advertising, other commercial rights, and Winter Recreational Activities. OPERATOR may install signs not exceeding 5 feet by 5 feet except that no signs shall be placed within thirty feet of any residential lot line.

13. Miscellaneous.

A. Waiver. No delay or omission by either 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.

B. Heirs, Successors, or Assigns. The 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, 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 conditions of this Agreement or have any rights hereunder.

C. Headings. The headings appearing 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.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

E. Severability. If any provisions or portions thereof of this Agreement or the application thereof to any person 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 thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Modifications. No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement, in whole or in part, unless such Agreement is in writing and signed by the parties to be bound.

G. Notices. Any notice, demand, statement, and request required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given or served when personally delivered to the other party, via overnight courier, facsimile, or upon after deposit in the United States mail, postage prepaid, and addressed to the address set forth below:

If to **CITY**:

City of Plymouth
Attn: City Clerk
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 **OPERATOR**:

Cheese Capital Winter Park, Inc.
Attn: Joe Van Derven
518 E. Edna Street
Plymouth, WI 53073

H. 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 party given in accordance with this Section. 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.

I. **CITY Authorization.** The City Administrator/Utilities Manager is 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 terms described herein.

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

IN WITNESS WHEREOF the undersigned have signed this Non-Exclusive License Agreement for Nutt Ski Hill to take effect as of the date first above written.

CITY:
CITY OF PLYMOUTH

By: _____
Donald O. Pohlman, Mayor

By: _____
Anna Voigt, City Clerk

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2024, Donald O. Pohlman, Mayor, and Anna Voigt, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission is permanent or expires: _____

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

OPERATOR:

CHEESE CAPITAL WINTER PARK, INC.:

By: _____
Joe Van Derven
Title: _____

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2024, Joe Van Derven, 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 is permanent or expires: _____

This Instrument Drafted By:
Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081
T: (920) 457-8400
F: (920) 457-8411

EXHIBIT A

Legal Description of Ski Hill

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 21, Township 15 North, Range 21 East, in the City of Plymouth, Sheboygan County, Wisconsin, described as:

Commencing at the Southwest corner of said quarter section; thence N0°05'E along the North and South Half line of said Section, 794.2 feet; thence N30°55'E, 42.95 feet to the Southwest corner of Lot Number 1 of the recorded plat of Bruns' Second Addition; thence S59°32'E along the southerly line of said plat 600 feet; thence S30°55'W, 121.35 feet; thence S59°32'E, 80.7 feet to the westerly line of Lot Number 8 of Taylor's Addition; thence S30°55'W, 441.1 feet to the South line of said quarter section; thence S89°5'W, 321.3 feet to the place of beginning,

AND

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21, Township 15 North, Range 21 East, in the City of Plymouth, Sheboygan County, Wisconsin, described as:

Commencing at a point 350 feet West of the Southwest corner of Block 3, Original Plat of the City of Plymouth (recorded as the Original Plat of the Village of Plymouth), and 660 feet North of the South line of the South Half of the SE1/4 of Section 21; thence running West parallel with the South line of the South Half of the SE1/4, 639.7 feet to the Southeast corner of land of H. Brockman; thence North parallel with the West line of the South Half of the SE1/4, 333 feet to a point; thence East 646 feet to a point 329 feet North of the place of beginning; thence South to the place of beginning;

EXCEPT commencing at the Southwest corner of Lot 23, Taylor's Addition No. 2 to the City of Plymouth, running thence West 20 feet; thence North parallel with the West line of said Lot 23 to a point due West of the Northwest corner of Lot 23; thence East 20 feet to said Northwest corner; thence South along the lot line to place of beginning;

EXCEPT the East feet of Lot 5, Plat of Roosevelt Park, in the City of Plymouth, Sheboygan County, Wisconsin;

EXCEPTING AND RESERVING a strip of land 33 feet in width on the South side of the above-described tract for road. Said premises now known as the plat of Roosevelt Park.

AND

The West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, EXCEPTING the South 33 feet thereof for street purposes;

AND

Lot 8, Taylor's Addition to the City of Plymouth, EXCEPTING THEREFROM the northerly 300 feet thereof measured parallel with Western Avenue;

AND

The South 90 feet of the following described parcel of real estate, to-wit: Commencing at a point in the center line of Western Avenue in the City of Plymouth, 730.1 feet Southeast of its intersection with the West line of the SE1/4 of said Section 21, running thence southwesterly at right angles to Western Avenue, 300 feet; thence southeasterly parallel with the center line of Western Avenue, 80.7 feet to the East line of the property described above; thence northeasterly at right angles to Western Avenue, 300 feet to a point in the center line of Western Avenue; thence Northwest along the center line of the Western Avenue, 80 feet to the place of beginning.

EXCEPT a part of the NW1/4 of the SE1/4 of Section 21, described as: beginning at the Southwest corner of those lands described in Volume 737 of Records, Page 275; thence N29°19'10"E, 27.39 feet along the West line of said lands; thence S32°07'20"W, 60.00 feet along the West side of an existing fence; thence S58°58'50"E, 83.90 feet along the South line of an existing fence; thence N29°19'14"E, 35.42 feet; thence N60°57'30"W, 80.93 feet to the point of beginning.

EXCEPT RESERVING UNTO THE SAID CITY OF PLYMOUTH, a permanent easement ten (10) feet wide for ingress and egress to lands owned by the City of Plymouth over and across the North 60.00 feet thereof in conjunction with that certain easement as set forth in Volume 737 of Records, pages 538/9.

Parcel No. 59271-817210

EXHIBIT B-1

Ski Hill Improvements

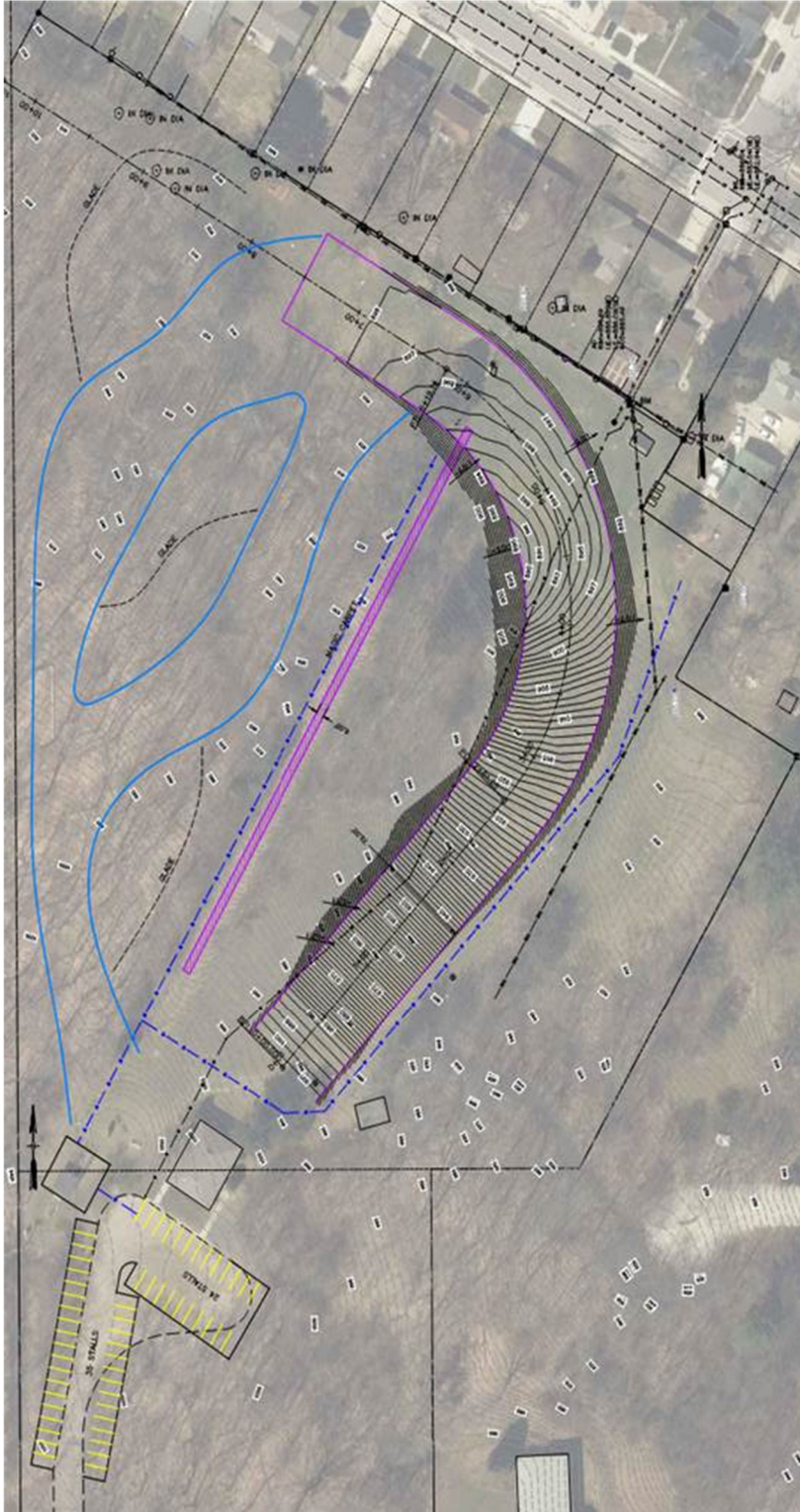


EXHIBIT B-2

Ski Hill Lighting

NOTES:


- Customers are responsible for confirming mounting heights, fixture suspension types/ lengths, color temperature, CR, linear fixture lengths, pole lengths, and ballast heights/ lengths prior to ordering.
- Mounting height (MH) is measured from the bottom of the fixture to the floor.
- This Lighting layout assumes the following unless values are specified and must be confirmed by the customer prior to ordering:
 - Color Temperature is 4000K
 - Room reflectance of 80, 50, 20 for standard ceilings and 50, 50, 20 for exposed ceilings
 - Wall sconces are mounted at 7 feet for calculations.

Label	Fixture Type	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Mountance	PL	0.15	1.87	0.00	N/A	N/A
BASE	Mountance	PL	7.79	21.6	1.2	0.49	15.30
EAST SLOPE	Mountance	PL	7.27	20.5	1.5	4.85	15.67
MAGIC CARPET	Mountance	PL	5.62	8.7	2.4	2.09	3.63
PARKING LOTS	Mountance	PL	0.64	9.2	0.1	8.40	50.00
TOP OF HILL	Mountance	PL	0.69	18.6	2.1	2.42	8.87
WEST SLOPE - OPPOSITE TREE SIDE	Mountance	PL	8.72	22.8	1.9	5.91	15.10

Target footcandle based on BS requirements for 2000
 2- 5 fc minimum
 2- 6 fc minimum
 5- 10 fc minimum

Qty	Label	Arrangement	LLF	MFR	Description	Lot#	Notes	Total Watts	Lot#	Lumens
2	CSGH	SINGLE	0.90	LITHONIA	100W LED P1 with P2 (Outdoor) (Mounting) (H/ Pole) - JST POLE + JST BASE	2124		100.00		4000
5	DSB-B	BACK-BACK	0.90	LITHONIA	100W LED P1 with P2 (Outdoor) (Mounting) (H/ Pole) - JST POLE + JST BASE	2458021		500.00		20000
15	DSF	SINGLE	0.90	LITHONIA	100W LED P1 with P2 (Outdoor) (Mounting) (H/ Pole) - JST POLE + JST BASE (H/ TILT)	6458021		1500.00		60000
9	DSF	SINGLE	0.90	LITHONIA	100W LED P1 with P2 (Outdoor) (Mounting) (H/ Pole) - JST POLE + JST BASE (H/ TILT)	6458021		900.00		36000





#	DATE	COMMENTS

REVISIONS

DRAWN BY : DC	SCALE : 1" = 50'-0"
DATE : JULY 22, 2024	

WORLD CHEESE CAPITAL WINTER PARK - (NUTT HILL)	SITE LAYOUT
PLYMOUTH, WISCONSIN	



DATE: October 30, 2024
TO: Plan Commission
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Discussion and recommendation of modifications amending Section 13-1-28 - High Density R6-Multi-Family Residential District

Background: In March and April 2024, the Common Council, upon recommendation of the Plan Commission, adopted a new R6 zoning district to allow for the construction of larger multi-family units in Plymouth if a property were to become zoned R6. Tweaks were adopted in May 2024 to allow for greater flexibility regarding different building sizes. As with any new code, minor tweaks are often needed to adjust and meet the proposed intentions of the district.

As previously approved, the new R6 district was created with what could be interpreted a strict 600 minimum square per dwelling unit on any one floor for a multi-family dwelling. Upon further review, Staff realized that this could limit a development that would want to incorporate diverse unit sizes on multiple floors of a multi-unit development. The intent of the code is to not allow a number of extremely small units as part of a development.

Staff review of other municipalities notes that minimums per dwelling unit per floor in other communities for high-density zoning districts are commonly 500 sq ft. or 550 sq ft. (some are even lower).

The proposed change to the code would be to make the following adjustment:

- 13-1-28(e)1 Minimum dwelling unit floor space:
 - a: **Average of** six hundred square feet per dwelling unit on any one floor for a multi-family dwelling
 - b: **Five hundred square feet per dwelling unit on any one floor for a multi-family dwelling.**

This adjustment conforms to the intent of the code and maintains a minimum threshold, but provides the additional flexibility for developers.

Recommendation:

Motion to recommend modifications of modifications of Section 13-1-28 - High Density R6-Multi-Family Residential District

Attachment:

1. Proposed Draft Ordinance

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



Telephone: (920) 893-1271
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: October 30, 2024
TO: Plan Commission
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Discussion and recommendation of modifications of Section 13-1-193 regarding voting on zoning code amendments

Background: In 2023 Wis. Act 16, the state legislature created Wis. Stat. § 66.10015(3)(a), effective January 1, 2025, which provides that the enactment of a zoning amendment shall be approved by a simple majority of a quorum of the members-elect of the governing body, except in the case of a “down zoning ordinance,” as defined in Wis. Stat. § 66.10015(1)(as), or when an airport protest petition is filed pursuant to Wis. Stat. § 62.23(7)(d)2m.

To provide for consistency between the newly created Wis. Stat. § 66.10015 and the City Zoning Code, the Common Council must remove the now-prohibited supermajority requirements for proposed zoning amendments from the Zoning Code.

The draft ordinance removes these prohibited supermajority requirements, with staff recommending it take effect on January 1, 2025.

Recommendation:

Motion to recommend modifications of Section 13-1-193 regarding voting on zoning code amendments

Attachment:

1. Proposed Draft Ordinance

CITY OF PLYMOUTH
Ordinance No. _____ of 2024

**AN ORDINANCE AMENDING SECTION 13-1-192(d) AND
REPEALING SECTION 13-1-193 OF THE CITY OF
PLYMOUTH, WISCONSIN ZONING CODE REGARDING
VOTING ON ZONING CODE AMENDMENTS**

WHEREAS, 2017 Wis. Act 243 repealed Wis. Stat. § 62.23(7)(d)2m.a, which required a three-quarter vote by the governing body to approve a proposed ordinance amendment when a valid protest petition was filed with the municipality; and

WHEREAS, Section 13-1-193 of the Zoning Code was adopted to reflect the supermajority requirement set forth in Wis. Stat. § 62.23(7)(d)2m.a, and remained in effect after repeal of the state statute; and

WHEREAS, City Zoning Code section 13-1-192(d) requires a three-quarter vote of the full Common Council to override the Plan Commission's recommendation on zoning amendments; and

WHEREAS, in 2023 Wis. Act 16, the state legislature created Wis. Stat. § 66.10015(3)(a), effective January 1, 2025, which provides that the enactment of a zoning amendment shall be approved by a simple majority of a quorum of the members-elect of the governing body, except in the case of a "down zoning ordinance," as defined in Wis. Stat. § 66.10015(1)(as), or when an airport protest petition is filed pursuant to Wis. Stat. § 62.23(7)(d)2m; and

WHEREAS, to provide for consistency between the newly created Wis. Stat. § 66.10015 and the City Zoning Code, the Common Council must remove the now-prohibited supermajority requirements for proposed zoning amendments from the Zoning Code; and

WHEREAS, the Plan Commission has reviewed the proposed amendments to Zoning Code section 13-1-192 and repeal of section 13-1-193 and has recommended approval of the same; and

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

WHEREAS, pursuant to Wis. Stat. § 62.23(7) the Common Council has determined the herein amendments to the Zoning Code promote the health, safety, and general welfare of the community.

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

Section 1. Amending Code. Section 13-1-192 of the City of Plymouth Zoning Code, is hereby amended as follows (deletions indicated by ~~strikethrough~~; insertions by underline):

“SEC.13-1-192

(d) *Council's action.* Following such hearing and after consideration of the plan commission's recommendations, the common council shall vote on the proposed ordinance effecting the proposed change or amendment. ~~A three-fourth vote of the full common council membership is required to override the plan commission's determination.~~ The enactment of a zoning amendment shall be approved by a simple majority of a quorum of the member-elect of the Common Council. The Common Council may enact a down zoning ordinance, as defined in Wis. Stat. § 66.10015(1)(as), only if the ordinance is approved by at least two-thirds of the members-elect, except that if the down zoning ordinance is requested, or agreed to, by the person who owns the land affected by the proposed ordinance, the ordinance may be enacted by a simple majority of the members-elect.”

Section 2. Repealing Code. Section 13-1-193, Protest, is hereby repealed in its entirety.

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

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

Enacted on September _____, 2024.

CITY OF PLYMOUTH

DONALD O. POHLMAN, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

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

Dated: _____, 2024

ANNA VOIGT, City Clerk

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



Telephone: (920) 893-1271
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: October 30, 2024
TO: Plan Commission
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Discission and recommendation of modifications of Section 13-1-105 regarding political message signs.

Background: The United States Supreme Court unanimously invalidated a sign ordinance that regulated the content of certain political signs as a violation of First Amendment free speech in Reed v. Town of Gilbert. As a result of the Reed decision, the City of Plymouth must update its zoning code. Although the State of Wisconsin has not repealed Wis. Stat. § 12.04, which governs political message communication at the state level, the statute's validity is now uncertain.

The attached draft ordinance repeals section 13-1-105 of the Plymouth Municipal Code, which specifically addresses the content of political message signs. Additionally, this ordinance updates section 13-1-104 to allow each residential property up to three signs during election campaign periods. According to Attorney Fieber, the City can regulate the number of signs, total signage size, and display period, provided content is not regulated. This change aligns the code with the intent of the code to provide a balance of permitted signage on property and protect the aesthetic quality of the City.

Recommendation:

Motion to recommend modifications of modifications of Section 13-1-105 regarding political message signs.

Attachment:

1. Proposed Draft Ordinance

CITY OF PLYMOUTH
Ordinance No. _____ of 2024

**AN ORDINANCE REPEALING SECTION 13-1-105 OF THE CITY OF
PLYMOUTH, WISCONSIN ZONING CODE REGARDING
POLITICAL MESSAGE SIGNS**

WHEREAS, the United States Supreme Court unanimously struck down a local government's sign ordinance that regulated the content of certain signs as a violation of the First Amendment freedom of speech in *Reed v. Town of Gilbert* (135 S. Ct. 2218); and

WHEREAS, as a result of the *Reed* decision, it is necessary and proper for the City of Plymouth to update its zoning code; and

WHEREAS, the State of Wisconsin legislature has not repealed Wis. Stat. § 12.04, which governs the communication of political messages in response to the *Reed* decision, but such statute now has questionable validity; and

WHEREAS, it is appropriate to regulate signs within the City of Plymouth boundaries to protect the aesthetic quality of the City and reduce the potential to create traffic and other public safety hazards; and

WHEREAS, the Plan Commission has reviewed the proposed repeal of section 13-1-105 and has recommended approval of the same; and

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

WHEREAS, pursuant to Wis. Stat. § 62.23(7) the Common Council has determined the herein amendments to the Zoning Code promote the health, safety, and general welfare of the community.

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

Section 1. Repealing Code. Section 13-1-105, Political Message Signs, is hereby repealed in its entirety.

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

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

Enacted on November _____, 2024.

CITY OF PLYMOUTH

DONALD O. POHLMAN, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

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

Dated: _____, 2024

ANNA VOIGT, City Clerk

CITY OF PLYMOUTH
Ordinance No. _____ of 2024

**AN ORDINANCE AMENDING SECTION 13-1-104 AND
REPEALING SECTION 13-1-105 OF THE CITY OF
PLYMOUTH, WISCONSIN ZONING CODE REGARDING
POLITICAL MESSAGE SIGNS**

WHEREAS, the United States Supreme Court unanimously struck down a local government's sign ordinance that regulated the content of certain signs as a violation of the First Amendment freedom of speech in *Reed v. Town of Gilbert* (135 S. Ct. 2218); and

WHEREAS, as a result of the *Reed* decision, it is necessary and proper for the City of Plymouth to update its zoning code; and

WHEREAS, the State of Wisconsin legislature has not repealed Wis. Stat. § 12.04, which governs the communication of political messages in response to the *Reed* decision, but such statute now has questionable validity; and

WHEREAS, it is appropriate to regulate signs within the City of Plymouth boundaries to protect the aesthetic quality of the City and reduce the potential to create traffic and other public safety hazards; and

WHEREAS, the Plan Commission has reviewed the proposed repeal of section 13-1-105 and has recommended approval of the same; and

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

WHEREAS, pursuant to Wis. Stat. § 62.23(7) the Common Council has determined the herein amendments to the Zoning Code promote the health, safety, and general welfare of the community.

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

Section 1. Amending Code. Section 13-1-104(f)(5) of the City of Plymouth General Ordinances is hereby amended to read as follows (deletions indicated by ~~strike through~~; insertions by underline):

- “(5) During the 40-day period December 1 to January 10, a property owner may place one temporary sign on the property in addition to those temporary signs otherwise allowed in this subsection (f).

a.(6) During an election campaign period, each residential property may have up to three signs. No sign may be larger than 11 square feet.

a. Election campaign period means:

1. In the case of an election for office, the period beginning on the first day for circulation of nomination papers by candidates, or the first day on which candidates would circulate nomination papers were papers to be required, and ending on the day of the election.
2. In the case of a referendum, the period beginning on the day on which the question to be voted upon is submitted to the electorate and ending on the day on which the referendum is held.”

Section 2. Repealing Code. Section 13-1-105, Political Message Signs, is hereby repealed in its entirety.

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

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

Enacted on November _____, 2024.

CITY OF PLYMOUTH

DONALD O. POHLMAN, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

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

Dated: _____, 2024

ANNA VOIGT, City Clerk