

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, NOVEMBER 26, 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, November 12, 2024**
 - B. Approve City and Utility Reports:**
 - I. Electric, Water and Sewer Sales Report – October 2024**
 - II. Utility Related Write Offs for November - \$6,620.95**
 - C. Minutes acknowledged for filing – Library Board: October 7 – Redevelopment Authority: November 7 – Board or Appeals: November 7 – Plan Commission: November 7 - Plymouth Housing Authority: November 8**
 - D. Approval of December 16, 2024 Fire Department Annual Recognition Dinner in the Fire Department Training Hall (Including Alcohol in the Building)**
- 4. Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
- 5. Items removed from Consent Agenda:**
- 6. Public Hearing followed by Discussion and Action:**
 - A. Ordinance No. 22 An Ordinance Amending Section 13-1-28 of the City of Plymouth, Wisconsin Zoning Code Regarding High Density Multi-Family Residential District – Tim Blakeslee, City Administrator / Utilities Manager**
 - B. Ordinance No. 23 An Ordinance Amending Section 13-1-192(d) and Repealing Section 13-1-193 of the City of Plymouth, Wisconsin Zoning Code Regarding Voting on Zoning Code Amendments – Tim Blakeslee, City Administrator / Utilities Manager**
 - C. Ordinance No. 24 An Ordinance Amending Section 13-1-104 and Repealing Section 13-1-105 of the City of Plymouth, Wisconsin Zoning Code Regarding Political Message Signs – Tim Blakeslee, City Administrator / Utilities Manager**
- 7. Ordinance:**
 - A. No. 25 An Ordinance Creating Section 12-1-10 of the General Code of Ordinances of the City of Plymouth, Wisconsin Related to Nutt Ski Hill Park – Tim Blakeslee, City Administrator / Utilities Manager**

8. **Resolution:**
- A. **No. 12 Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonding – Tim Blakeslee, City Administrator / Utilities Manager**
9. **New Business:**
- A. **Discussion and Possible Action of Agreement with Ehlers Regarding TID #8 Services – Tim Blakeslee, City Administrator / Utilities Manager**
 - B. **Discussion and Possible Action to Approve Bid from Neuman Pools in the amount of \$229,283 for Pool Floor Rehab – Cathy Austin, Director of Public Works / City Engineer**
 - C. **Discussion and Possible Action to Approve Proposal from Haucke Plumbing in the amount of \$44,500 for the Pool Heater Replacement – Cathy Austin, Director of Public Works / City Engineer**
 - D. **Discussion and Possible Action to Approve the Purchase of Asphalt Roadsaver Trailer from Sherwin Industries, Inc. in the amount of \$50,720– Cathy Austin, Director of Public Works / City Engineer**
 - E. **Discussion and Possible Action on Agreement with Kapur Engineering for Design and Engineering for 2025 Street Project – Cathy Austin, Director of Public Works / City Engineer**
 - F. **Discussion and Possible Action to Approve the Purchase of a Street Sweeper from Serwe Implement LLC in the amount of \$318,976– Cathy Austin, Director of Public Works / City Engineer**
 - G. **Discussion and Possible Action to Approve the Purchase of a Lawn Mower with Snowblower Attachment from Lochen Equipment in the amount of \$39,274.04– Cathy Austin, Director of Public Works / City Engineer**
10. **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 – LAG Family LLC

AND

Pursuant to Wis. Stat. 19.85 (1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding Resolution 13 Establishing the 2025 Compensation for Non-Union Employees and regarding City Administrator Annual Performance Evaluation

AND

Pursuant to Wis. Stat. 19.85 (1)(g) conferring with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding –Employment Claim

- 11. Entertain a motion to go into open session**
- 12. Discussion and possible action on Closed Session item/s**
- 13. Adjourn to 7:00 PM on Tuesday, December 10, 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, NOVEMBER 12, 2024 COMMON COUNCIL MEETING
7:00 PM COUNCIL CHAMBERS, ROOM 302
128 SMITH ST. PLYMOUTH, WI 53073**

UNOFFICIAL MINUTES

- 1. Call to order and roll call:** Mayor Pohlman called the meeting to order. On the call of the roll the following were present: Angie Matzdorf, Diane Gilson, John Binder, Dave Herrmann, John Nelson, Mike Penkwitz, Jeff Tauscheck 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, 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 Tauscheck/Herrman to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
 - A. Approve minutes of the meeting held Tuesday, October 29, 2024**
 - B. Approve City and Utility Reports:**
 - I. List of City & Utility Vouchers dated 10/01/2024 – 10/31/2024**
 - C. Minutes acknowledged for filing – Committee of the Whole: October 29 - Community Television: October 7**
 - D. Building Report for October 2024 – 37 permits at \$3,910,648**
 - E. Approve Request to Sell Department of Public Works Surplus Equipment**
 - F. Approve Temporary “Class B” and Class “B” Alcohol License for Plymouth Historical Society – Plymouth Historical Society’s Wine & Cheese Event, to be held at 420 E Mill St. on November 21, 2024 at 4 PM – 8 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. Awards**
 - A. Meritorious Conduct Award for Officer Konstanz:** Police Chief Ruggles presented Officer Nick Konstanz with a Meritorious Conduct Award for his commitment to always treat everyone with dignity and respect. Officer Konstanz found a gentleman walking around in the middle of the night in August out of sorts. He later found out this gentleman had been receiving treatments of chemo and sometimes finds it difficult to sleep and went for walk to ease his mind. This gentleman was a City’s Alderperson Greg Hildebrand. Hilderbrand thanked officer Konstanz for his respect that night and it meant a lot to him. Alder Hilderbrand wanted to make sure in talking with the Chief, Officer Konstanz knew he was appreciated as an officer in the City of Plymouth.

7. **Public Hearings followed by Council Discussion and Possible Action:**

- A. Resolution No. 11 Adopting the Annual Budget, Making Appropriations, and Levying 2024 Property Taxes** – Mayor Pohlman opened the public hearing at 7:05 PM. City Administrator/Utilities Manager Blakeslee explained the 2025 Budget has a levy decrease of 0.63%, there is a 1.67% assessed tax rate increase from 5.92 per thousand to 6.06 per thousand. There is a 0% increase to water and wastewater utility rates. Blakeslee noted there were no significant changes from the budget work sessions. The City and the Utility continue to deal with high equipment costs and longer equipment lead times, City staff will continue to seek out ideas and strategies that will not only maintain, but improve the infrastructure, financial stability, and quality services of the City. There being no public comment the Mayor called the public hearing closed at 7:08 PM. Motion was made by Nelson/Tauscheck to approve Resolution No. 11 Adopting the Annual Budget, Making Appropriations, and Levying 2024 Property Taxes. Upon the call of the roll, all voted aye. Motion carried.
- B. Ordinance No. 18 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 and Commercial to Residential (Parcel #59271829009)** – Mayor Pohlman opened the public hearing at 7:09 PM. City Administrator/Utilities Manager Blakeslee explained Parcel # 59271829009 is located on the south side of Columbia Dr., west of the Baymont Hotel, Terrace Realty is requesting a comprehensive plan amendment and rezoning for a proposed senior housing / workforce housing development. Ordinance No. 18 and 19 are for the same parcel. There being no public comment the Mayor called the public hearing closed at 7:12 PM. Motion was made by Binder/Hildebrand to approve Ordinance No. 18. Upon the call of the roll, all voted aye. Motion carried.
- C. Ordinance No. 19 An Ordinance Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel #59271829009)** – Mayor Pohlman opened the public hearing at 7:13 PM. City Administrator/Utilities Manager Blakeslee explained the comprehensive plan future land use map lists Parcel # 59271829009 as Commercial. Terrace Realty is requesting approval of a comprehensive plan amendment to designate the parcel as Residential. There being no public comment the Mayor called the public hearing closed at 7:14 PM. Motion was made by Tauscheck/Matzdorf to approve Ordinance No. 19. Upon the call of the roll, all voted aye. Motion carried.
- D. Ordinance No. 20 an Ordinance Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel #59271821078)** – Mayor Pohlman opened the public hearing at 7:15 PM. City Administrator/Utilities Manager Blakeslee explained parcel #59271821078 is located south of Jimmy John's, Scooter's, Advanced Auto Parts, and vacant parcel 59271821077. Plankview Green Development, LLC is requesting a rezoning for an upcoming multi-family residential project. There being no public comment the Mayor called the public hearing closed at 7:16 PM. Motion was made by Hildebrand/Tauscheck to approve Ordinance No. 20. Upon the call of the roll, all voted aye. Motion carried.

8. Ordinance:

A. Ordinance No. 21 an Ordinance Amending Section 15-1-4 of the City of Plymouth, Wisconsin General Ordinances Regarding Adoption of Camping Unit State Code –City Administrator/Utilities Manager Blakeslee explained from time to time the State of Wisconsin updated the Uniform Dwelling Code. Through the process of notifying the State about the City’s switch in building inspectors, staff became aware that the City of Plymouth has not adopted SPS 327, which pertains to camping units/sites. Motion was made by Herrmann/Gilson to approve Ordinance No. 12. Upon the call of the roll, all voted aye. Motion carried.

9. New Business:

A. Discussion and Possible Action of Ski-Hill License Agreement Approval – City Administrator/Utilities Manager Blakeslee explained that 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, to explore the reestablishment of Nutt Ski Hill for winter activities. At the Plan Commission meeting on November 7, 2024, they unanimously recommended the Common Council approve the Nutt Ski Hill Exclusive License with Cheese Capital Winter Park LLC. Motion was made by Matzdorf/Tauscheck to approve the Exclusive License Agreement for Nutt Ski Hill. Upon the call of the roll, all voted aye. Motion carried.

B. Discussion and Possible Action of Sargento Development Agreement Update – City Administrator/Utilities Manager Blakeslee explained the City of Plymouth and Sargento entered into a Development Agreement in July 2019 in which the City vacated the cul-de-sac of Sunset Dr. to allow Sargento to construct a private roadway and parking area. In exchange, Sargento would reconstruct, at its cost, the cul-de-sac of Sunset Dr. further to the south. This agreement extends the time-period of the agreement to September 2025. Motion was made by Penkwitz/Hildebrand to approve the first amendment to development agreement for Sargento Foods Inc. Upon the call of the roll, all voted aye. Motion carried.

C. Discussion and Possible Action of Substation Relay Panels – City Administrator/Utilities Manager Blakeslee explained the Plymouth Utilities is responsible for construction and maintenance of electrical distribution lines to local homes and businesses. The Public Service Commission (PSC) approved the Certificate of Authority (CA) to construct a new substation in the Town of Mitchell on February 1, 2024 and issued their final order on March 4, 2024. Now that the final order for the CA has been issued, staff is moving forward with bidding the various components of the substation project. Bids for the Substation #5 Relay Panels were opened on October 30, 2024. The low bid was EP2 totaling \$201,044. The bids are higher than budgeted; however, the scope of the original budget has expanded to include an additional panel SCADA. Motion was made by Nelson/Herrmann to approve Plymouth Substation #5 Relay Panels from EP2 totaling \$201,044 subject to attorney/staff review and approval of the terms and conditions. Upon the call of the roll, all voted aye. Motion carried.

- 10. Entertain a Motion to go into Closed Session for the Following:** Motion was made by Nelson/Tauscheck to go into closed session. Upon the call of the roll, all voted aye. Motion carried.
Pursuant to Wis. Stat. 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - SCEDC
- 11. Entertain a Motion to go into Open Session:** Motion was made by Hildebrand/Tauscheck to go into open session. Upon the call of the roll, all voted aye. Motion carried.
- 12. Discussion and Possible Action on Closed Session Item:** None
- 13. Adjourn to 7:00 PM on Tuesday, November 26, 2024:** Motion was made by Tauscheck/Herrmann to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

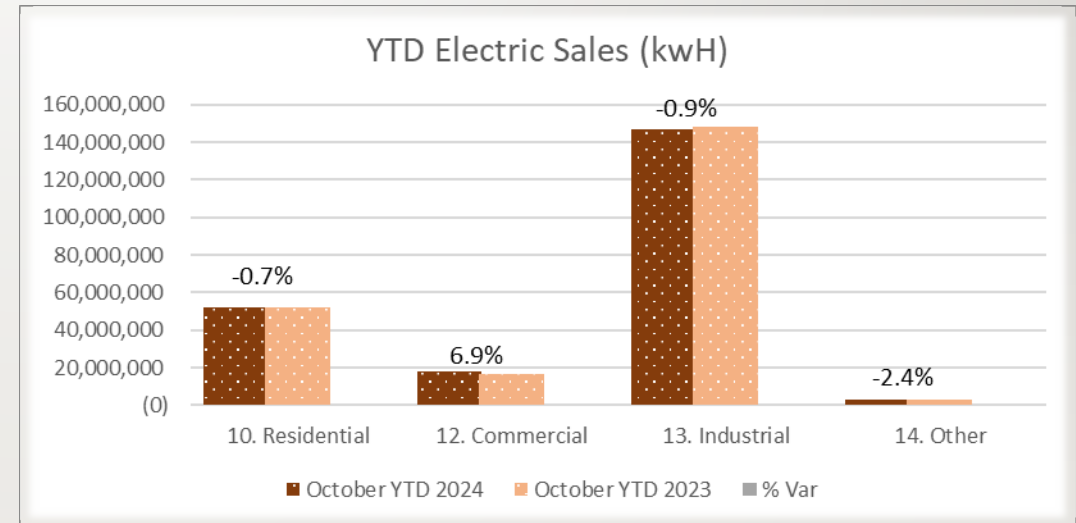
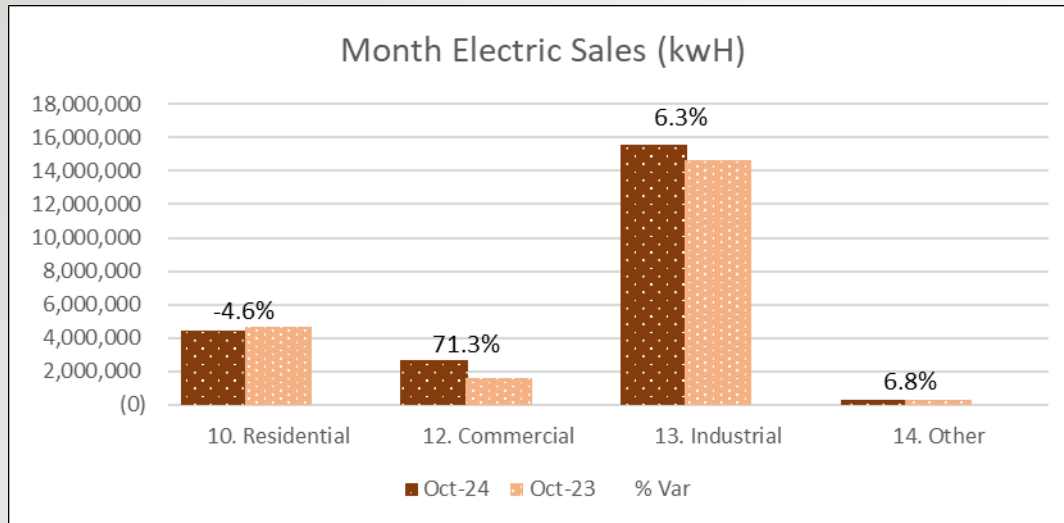


Plymouth Utilities

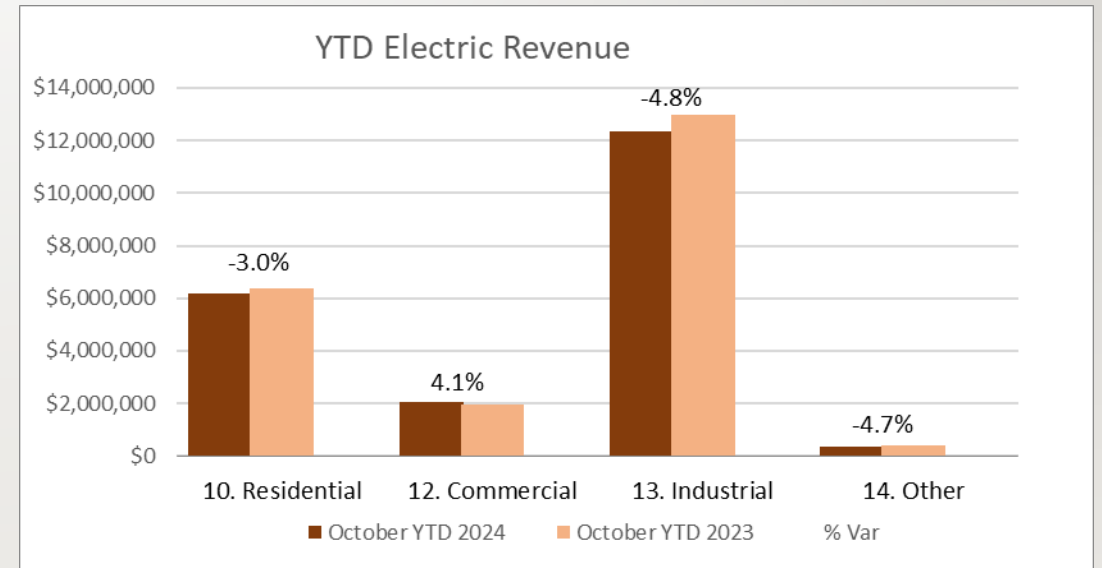
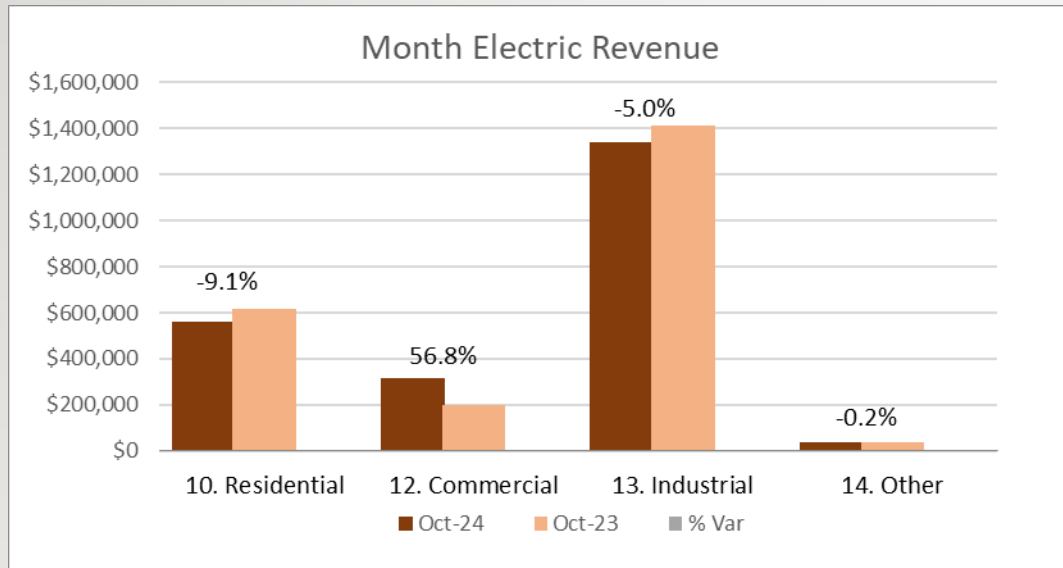
OCTOBER 2024

SALES & REVENUE

October 2024 Electric Sales

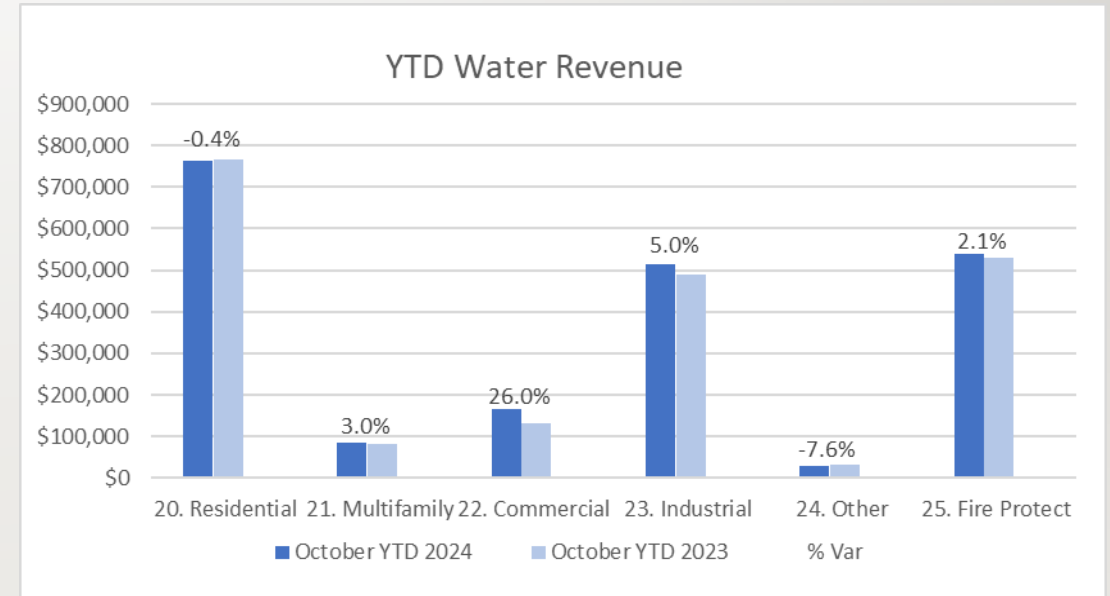
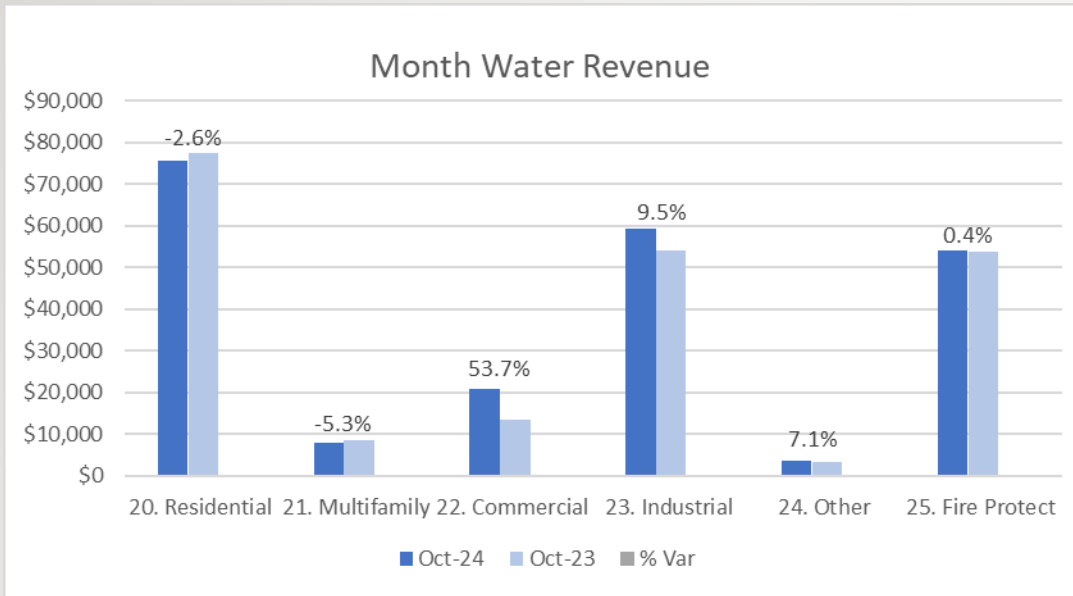


October 2024 Electric Revenue

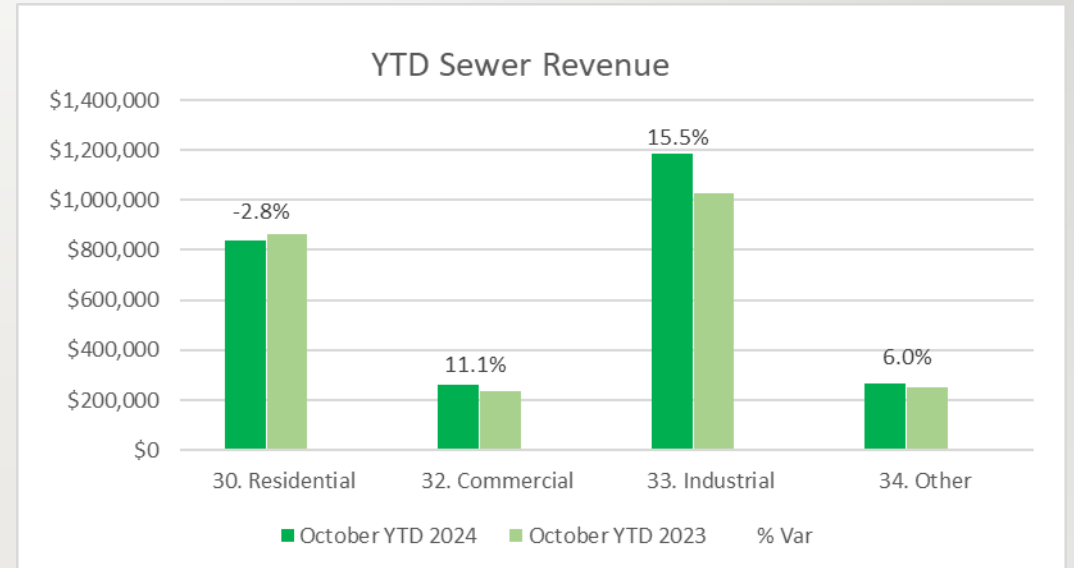
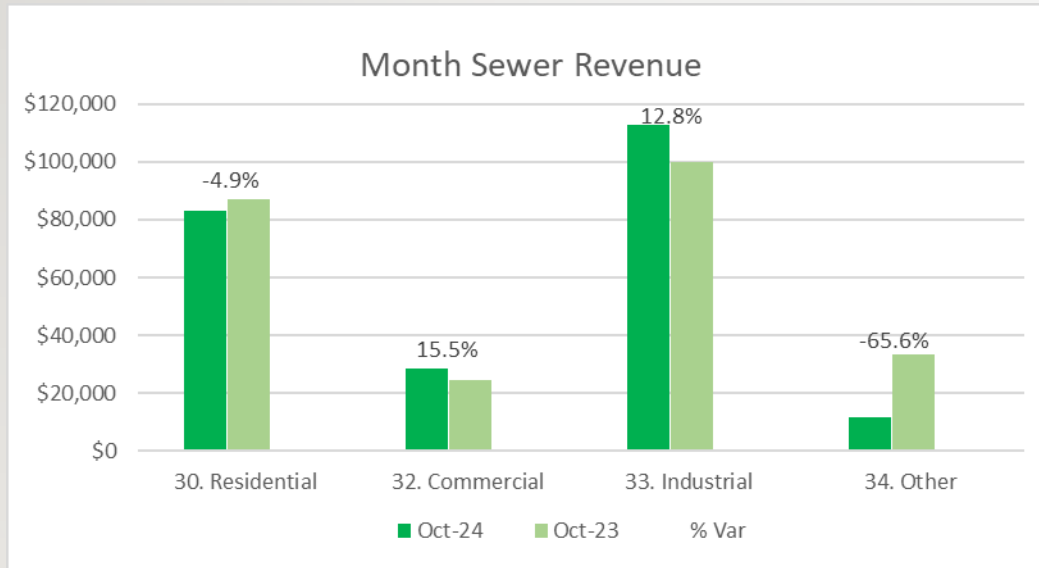


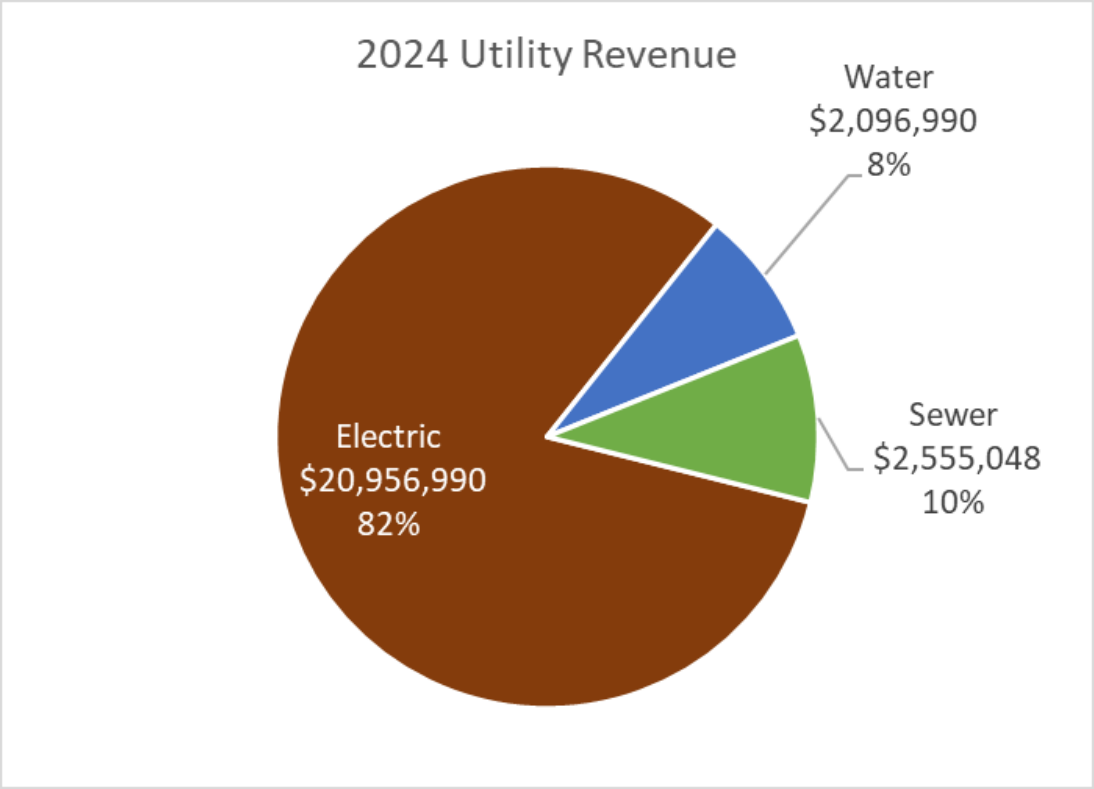
Overall revenue is down from 2023 as a result of reduced PCAC rates. In turn, Purchase Power expense is down.

October 2024 Water Revenue



October 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									
11/19/2024									
BEGER, TYA	17.88.25220.33	Write	9	WRITE-OFF BANKRUPTC			401.06-	M	Multiple
BERTRAM, KAYLA	6.88.80117.24	Write	1	WRITE-OFF SDC			183.34-	M	Multiple
BURGARD, JEREMEY	13.87.14013.22	Write	2	WRITE-OFF SDC			225.29-	M	Multiple
DVORAK, KENDRA	6.88.22743.07	Write	3	WRITE-OFF SDC			211.86-	M	Multiple
FARR, TIFFANY	11.88.49386.31	Write	4	WRITE-OFF SDC			677.95-	M	Multiple
FREEMAN, AALIYAH	10.88.33816.09	Write	5	WRITE-OFF SDC			127.92-	M	Multiple
HALLISCH, BUCK	15.87.21300.22	Write	6	WRITE-OFF SDC			206.52-	M	Multiple
KULISCH, SCOTT	14.87.04980.23	Write	7	WRITE-OFF SDC			448.06-	M	Multiple
MEDINA, EMILIO	17.88.16187.19	Write	8	WRITE-OFF SDC			135.28-	M	Multiple
Total 11/19/2024:							<u>2,617.28-</u>		
Total Write Off:							<u>2,617.28-</u>		
Grand Totals:							<u>2,617.28-</u>		

Report Criteria:

Types Selected: Balance Write-offs

Name	Customer Number	Type	Invoice/Reference	Description	Applied To Invoice	Check Number	Amount	Category
Balance Write-offs								
11/19/2024								
JEREMY GIERKE	91728	Balance Write-offs	1	Write-Off SDC	5513		418.00-	
AT&T (JOINT USE)	90523	Balance Write-offs	2	Write-off SDC	4882		3,585.67-	
Total 11/19/2024:							4,003.67-	
Total Balance Write-offs:							4,003.67-	
Grand Totals:							4,003.67-	



**PLYMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
October 7, 2024**

Meeting was called to order by K. Murray at 6:30 pm. Present were: S. Britt, B. McKnight, K. Murray, M. Hummitzsch, M. Kaczkowski and A. Matzdorf. Absent were: P. Norlander and S. Gloede. 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 September 9, 2024 meeting. Motion passed unanimously.

Motion by B McKnight, second by M. Kaczkowski to approve the financial report for September 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, the new event calendar and meeting room reservation tool, and credit card processing.

Unfinished Business

The board discussed continued next steps for the library expansion project. As of the meeting, the state had still not announced the grant recipients. Board members discussed that knowing the status of the grant will determine how the project moves forward.

Director L. Jochman updated the board on the marketing planning documents put together. The Board discussed more ideas such as asking questions about reading choices, trivia, etc. Director L. Jochman encouraged the board to give her ideas as they thought of them.

Director L. Jochman updated the board that the next steps for the 2025 budget is Common Council approval which will take place in late October, early November.

President K. Murray updated the board on the gift cards purchased to recognize the staff that went above and beyond assisting with cleaning while the maintenance custodian was out and then on light duty.

New Business

Director L. Jochman presented changes to the Donation and Gifts Policy. There was discussion about coupons from businesses that include conditions such as purchasing an adult meal and getting a child meal free. There was consensus that those types of coupons are not a good faith reward for programs and the library would continue to not accept them. Motion by S. Britt to approve the policy as revised, second by A. Matzdorf. Motion passed unanimously.

Director L. Jochman presented a new Partnership and Sponsorship Policy to formalize how the library will promote programs and services in collaboration with non-profits and businesses. Motion by B. McKnight to approve the policy as written, second by M. Kaczkowski. Motion passed unanimously.

Motion by S. Britt, second by A. Matzdorf to adjourn. Motion passed. Meeting was adjourned at 7:28 pm.

Submitted by, Leslie Jochman
Library Board Secretary

**PLYMOUTH REDEVELOPMENT AUTHORITY
CITY OF PLYMOUTH, WISCONSIN**

**THURSDAY, NOVEMBER 7, 2024
UNOFFICIAL MINUTES**

1. **Call to order and roll call:** Chairman Gentine called the meeting to order at 8:53 AM. Members present were Lee Gentine, John Nelson, Ken Pannier and Carole O'Malley. Tim Blakeslee, Anna Voigt, and Mary Hauser were also in attendance.
2. **Approval of Meeting Minutes from the July 22, 2024 meeting:** Motion was made by O'Malley/Nelson to approve the minutes from July 22. A unanimous aye vote was cast. Motion carried.
3. **Brief RDA Fund Balance Update:** Blakeslee stated there is currently about \$106,000 RDA Fund Balance.
4. **Update on Revolving Loan Fund Program:** Blakeslee stated there currently only 2 loans out and both are making their payments. There has been one interested party.
5. **Discussion and Direction on Pocket Park Statue:** Blakeslee explained that in June 2023 the former Strutz Financial building was demolished. By fall 2023 the RDA, and City had approved the installation of a new pocket park by Otter Creek. The park has now reached completion with the exception of a potential space designated for a future art installation. A subcommittee met in June and decided to get feedback from the public at Mill Street Festival. The respondents at the festival favored the "nature" theme. In October 2024 an online survey was done to narrow down the "nature" theme. The majority of people in the survey liked Tree/Flower concept. The committee decided to look for a statue not to exceed \$10,000 and something that can withstand the outdoor public elements. Blakeslee stated that he will check with other communities and what they did for local artist calls.
6. **Communication – Letters, E-mails, or Reports Related to the Redevelopment Authority (Staff, Chairperson, Members etc.)** Blakeslee stated that Greatlake Airbrush applied for a Façade grant and sign grant.
7. **Adjournment:** Motion was made by O'Malley/Pannier to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

CITY OF PLYMOUTH, WISCONSIN
THURSDAY, NOVEMBER 7, 2024 BOARD OF APPEALS
CITY HALL, ROOM 305
128 SMITH ST. PLYMOUTH, WI 53073

OFFICIAL MINUTES – NOVEMBER 7, 2024

- 1. Call to order and roll call:** The meeting was called to order at 5:00 PM. On call of the roll, the following member were present: Carole O'Malley, Bill Barbieur, Jane Meyer, and Jackie Pottratz.
- 2. Approval of December 7, 2023 minutes:** Motion was made by Pottratz/Meyer to approve the minutes. Barbieur abstained. A unanimous aye vote was cast. Motion carried.
- 3. Public hearing and consideration of a petition from Sargento Food LLC, for a sign area variance. This business is located in the B-2, General Business District: (Parcel #59271818473) at One Persnickety Place., Plymouth, WI. Sargento Food LLC is seeking a variance from PMC 13-1-106(a) for a wall sign on a non-entrance façade to be larger than the allowed:** O'Malley read the petition submitted by the applicant. The applicant is requesting a higher wall signage height on the western building elevation to allow for business identification signage to be located above vision glass towards the top of the building façade for visibility from the adjacent arterial right-of-way. The code currently states that all signs not located in the HI, LI, and B-3 districts that are attached or affixed to a building shall not exceed 20 feet in height above the mean ground grade level. The applicant proposes a building wall sign on the west facing elevation with top portion of the sign approximately 29 feet above ground-grade level.

O'Malley stated that the Board always likes to suggest other options the applicant could consider, like moving the sign to a different spot. City Administrator Blakeslee added if the variance is not granted the City could look at updating the code. Mayor Pohlman stated the sign code is strict and the City could look at updating it. He explained the City doesn't like to go against code.

Attorney Fieber went through the hardships the first being an unnecessary hardship, all the members decided it did not demonstrate an unnecessary hardship. The second criteria question is does the property demonstrate unique property limitation, all the members decided it did not have unique property limitations. The last criteria to meet is to not have harm to the public interest, the members also agreed the petition does no meet this criteria. Motion was made by Pottratz/Meyer to deny the petition from Sargento Cheese Inc. Upon the call of the roll, all vote aye. Motion carried.

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

City of Plymouth Plan Commission

UNOFFICIAL MINUTES

NOVEMBER 7, 2024

Mayor Don Pohlman called the meeting to order at 6:00 PM on November 7, 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 October 3, 2024:** Motion was made by Nicolaus/Schellin to approve the minutes from October with a suggestion from Wyatt to add full names instead of just last names. A unanimous aye vote was cast. Motion carried.

- 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):** A representative from Sargento explained the proposal is an addition on to the current front of Lenord Gentine building. The proposal is to knock out the bump out that exists on the building and then add 9,100 square foot addition that would square out the building. It will be 2 stories. The parking will be configured to include ADA stalls with a total of 54 parking stalls. The cul-de-sac will be reconstructed per the development agreement. Pohlman asked Blakeslee for any staff comments. Blakeslee stated that in staff review the approval will be contingent on stormwater management plan and a public infrastructure plan of the public cul-de-sac. The applicants will be working directly with Director of Public Work/City Engineer Cathy Austin to confirm everything meets City's standards. Motion was made by Wyatt/Nicolas to approve the site plan contingent on the stormwater management plan and public infrastructure plan. Upon the call of the roll, all voted aye; Schellin abstained. Motion carried.

- 3.) **License Agreement seeking recommendation; Exclusive License Agreement For Nutt Ski Hill between City of Plymouth and Cheese Capital Winter Park Inc.:** Blakeslee explained that since 2014 Nut Ski Hill has not been operational. Cheese Capital Winter Park LLC (CCWP) has put together a plan to reestablish Nutt Ski Hill for winter activities. In 2023 CCWP presented the concept to the Committee of the Whole seeking feedback before further logistical and fundraising efforts. On April 2024 CCWP presented their updated concept to Committee of Whole. At the meeting on May 15, 2024 Common Council directed staff to negotiate a lease the CCWP. Staff has discussed the terms of the agreement with the Council. The direction from the meeting on October 29 is that the negotiated terms are agreeable to the CCWP and the Council. Blakeslee explained that Common Council has final approval the Plan Commission must review and provide a recommendation on leases of public property. Joe VanDerven from CCWP presented the plans for Nutt Ski Hill including have a tubing area and skiing area with a magic carpet up the middle. Schellin asked if the magic carpet would be used for both the skiers and tubing. VanDerven stated yes. VanDerven asked if there would be anything at the bottom of the hill as a collection point or someway to manage lines. VanDerven stated there would be snow fence or something temporary to manage the traffic flow. The group would like to open for the winter 2025/2026. Blakeslee added this is an Exclusive License Agreement, granting CCWP exclusive rights to utilize the ski hill during the agreement period. CCWP

is responsible for improvements to the Ski Hill. The City retains ownership of fixed improvements, while CCWP retains ownership of equipment as outlined. Snow making equipment is property of CCWP. The hill may be open during normal park hours 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. CCWP may make snow 15 days per year as needed, and may make snow and groom during City Park hours and up to 1 hour after park closure. Lighting shall be turned off one hour after park closure. Snow making may include lights on the groomer or snowmobile. Liens may not be placed against the Ski Hill. CCWP will remove snow from walking areas and parking lot. CCWP will receive a stipend of \$11,000 per year as City support. Noise needs to comply with city code. The City Forester will inventory existing trees on the Ski Hill and approve tree removal. For each live tree with a 3-inch caliper removed, CCWP will replace with a 1-1.5 caliper tree. CCWP may use Nutt Hill in marketing materials, grant sponsorships rights to the Ski Hill, and construct signage. Motion was made by Hildebrand/Nicolaus to recommend Council approve the Nutt Ski Hill Exclusive License with Cheese Capital Winter Park LLC. Hildebrand asked what the name was going to be on the sign. VanDerven answered Nutt Ski Hill. Nicolaus asked where the ice rank was going to go. VanDerven stated that was in phase 2 and up by the parking lot. Schellin asked what the perimeter of the area was going to be. VanDerven stated there wasn't going to be one, there will be a security camera. Wyatt asked if there will be anything to deter people from going on private property. VanDerven there will potentially be some snow fencing, but most properties already have fencing. They also want to be conscious that they may not want to be looking at snow fencing. It was mentioned to put a berm up and residence asked them not to put a berm. Upon the call of the roll, all voted aye. Motion carried.

4.) Ordinance Amendment seeking recommendation; Modifications amending Section 13-1-28 - High Density R6-Multi-Family Residential District: Blakeslee explained that this Ordinance has come to the Plan Commission a few times. The R6 district was created back in March, had minor tweaks in April. Since a district was created staff has been finding out different ways developers and building designers want to use the district. What the City is finding is the 600 minimum square per dwelling unit is very strict. The city has heard they may want to do multiple floors that are smaller than that, or small studio unit. Blakeslee did a review of other municipalities commonly 500 to 550 sq ft. Proposed change is to say average of 600 sq. ft. per dwelling unit would provide some flexibility but didn't want to permit extremely small units. A minimum of 500 sq. ft. is the smallest a unit can be or unit per floor. The goal is to not have a bunch of extremely small studio units, but this provides flexibility for developers. Wyatt asked if this was similar to other communities and their requirements. Blakeslee confirmed this is very similar to other communities. Motion was made by Nicolaus/Schellin to recommend Council approve Ordinance Amending Section 13-1-28 High Density R-6 Multi-Family Residential District. Nicolaus asked if this included garages. Blakeslee stated that this is only living space. Upon the call of the roll, all voted aye. Motion carried.

5.) Ordinance Amendment seeking recommendation; Modifications of Section 13-1-193 regarding voting on zoning code amendments: Blakeslee explained that this is a clean up item. In 2023 Wis. Act 16 state legislature basically enacted a requirement that communities can no longer have protest petition ordinance except for some specific requirements that is called a down zoning, when you are going from a higher density to a lower density or for an airport. Attorney Fieber has drafted an ordinance that removes the protest petition requirements. This would take effect on January 1, 2025. Motion was made by Wyatt/Hildebrand to recommend Council approve Ordinance 13-1-193 regarding voting on zoning code amendments. Upon the call of the roll, all voted aye. Motion carried.

- 6.) Ordinance Amendment seeking recommendation; Modifications of Section 13-1-105 regarding political message signs.:** Blakeslee explained the US Supreme Court invalidated a sign ordinance that regulated the content of certain political signs as a violation of the First Amendment free speech in Reed V. Town of Gilbert. As a result of the Reed decision, the City of Plymouth must update its zoning code. Although the State of Wisconsin has not repealed Wis Stat. 12.04, which governs political message communication at the state level, the statute's validity is now uncertain. There were some questions about political signs during the recent election and Attorney Fieber's recommendation is to repeal 13-1-105, which specifically regulates political signs. And updated 13-1-104 to allow each residential property up to three signs during election campaign periods. City is allowed to regulate number of signs, total signage size and display period, provided content is not regulated. This code would create an election campaign period, which designates a period of time in which people can have up to 3 signs, which what it is now, but the code will remove any content regulations. You could have tree signs for a craft fair during that time period. Motion was made by Schmitz/Niclaus to recommend Council approve Ordinance Modifications of Section 13-1-105 regarding political message signs. Schellin asked if the signs can be regulated on any content like public decency. Blakeslee stated can't be regulate on what the content is, but he would look to see if there is anything for public decency. Schellin stated he just wants to make sure the City could do something if there was a sign that was clearly over the line. Mayor Pohlman added there was always restrictions on content that had four letter words. Wyatt asked for clarification if they could be anything doesn't have to be political in nature. Blakeslee stated it could be anything. Blakeslee added their immoral signs are listed under prohibited sign in the municipal code. 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/Alderpersons): Blakeslee informed the Commission the Wangard Development Agreement was finalized at Common Council.
- 8.)** Motion was made by Wyatt/Nicolaus 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, November 8th, 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 October 9th, 2024 meeting were read. After review of the minutes, a motion was made by Commissioner Vollbrecht and second by Commissioner Olig to approve the minutes. The motion was carried.
2. Recognition of tenant concerns:
 - a. All full. No notices given.
 - b.
3. The October 2024, Income and Expense report was reviewed. A motion was made by Commissioner Olig and second by Commissioner McMullen to approve the financial report. The motion carried.
4. The November 2024 invoices were reviewed and discussed and questions were answered by the Executive Director. Commissioner McMullen moved that all invoices be paid with Commissioner Groshuesch seconding the motion. The motion carried.

SECRETARY'S REPORT

1. No report

Old BUSINESS

1. Looking at re-black topping north and or south parking lots.
2. ED hire; Date for six interviews where set. ED will contact those applicants for scheduling.

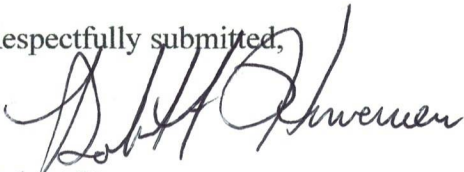
NEW BUSINESS

1. Tenant Christmas party will be the evening of the 16th of December.
2. The December meeting date will be the 4th of December at normal time.
3. January 9th will be the Board of Commissioners Christmas gathering.

There was no further business to come before the Commissioners of the Authority. A motion to adjourn at 10:44 AM by Commissioner Groshuesch and seconded by Commissioner McMullen. The motion carried.

The next scheduled regular meeting is December 4th, 2024 at 9 AM.

Respectfully submitted,



Robert Hemauer

Executive Director



DATE: November 21, 2024

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Ordinance No. 22 an ordinance 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 six hundred square feet per dwelling unit on any one floor ~~for~~ of a multi-family dwelling except that no individual unit shall have floor space of less than five hundred square feet on any one floor."

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

Plan Commission Recommendation: At the meeting on November 7, 2024, the Plan Commission unanimously recommended modifications of Section 13-1-28 - High Density R6-Multi-Family Residential District to the Common Council.

Recommendation:

Motion to approve ordinance No. 22 an ordinance amending Section 13-1-28 - High Density R6-Multi-Family Residential District.

Attachment:

1. Proposed Draft Ordinance

CITY OF PLYMOUTH
Ordinance No. _____ of 2024

**AN ORDINANCE AMENDING SECTION 13-1-28 OF THE
GENERAL CODE OF ORDINANCES OF THE CITY OF PLYMOUTH, WISCONSIN
REGARDING MINIMUM DWELLING UNIT FLOOR SPACE IN THE
R-6, HIGH DENSITY RESIDENTIAL DISTRICT**

WHEREAS, the R-6 high density residential district is intended to provide for larger building size and density than the R-4 multi-family residential district; and

WHEREAS, the Common Council wishes to create greater flexibility in the R-6 district as it relates to unit floor space within a multi-family dwelling unit; and

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

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

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

Section 1. Amending Code. Section 13-1-28(e)(1) of the City of Plymouth General Ordinances is hereby amended to read as follows (deletions indicated by ~~strikeout~~; insertions by underline):

“(e) Building requirements.

(1) Minimum dwelling unit floor space.

a. Average of Sixsix hundred square feet per dwelling unit on any one floor for of a multi-family dwelling except that no individual unit shall have floor space of less than five hundred square feet on any one floor.”

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 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, Clerk

9431\267073

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: November 21, 2024
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Ordinance No. 23 Amending 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.

Plan Commission Recommendation: At the meeting on November 7, 2024, the Plan Commission unanimously recommended modifications of Section 13-1-193 regarding voting on zoning code amendments

Recommendation:

Motion to approve Ordinance No. 23 An Ordinance Amending Section 13-1-193 regarding voting on zoning code amendments effective on January 1, 2025.

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: November 21, 2024

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Ordinance No. 24 An Ordinance Amending 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.

Plan Commission Recommendation: At the meeting on November 7, 2024, the Plan Commission recommended modifications of Section 13-1-193 regarding voting on zoning code amendments by a vote of 6-0 (1 abstention).

Recommendation:

Motion to approve Ordinance No. 24 An Ordinance Amending Section 13-1-105 regarding political message signs.

Attachment:

1. Proposed Draft Ordinance

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

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: November 21, 2024
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Ordinance No. 25 An Ordinance Creating Section 12-1-10 of the General Code of Ordinances of the City of Plymouth, Wisconsin Related to Nutt Ski Hill Park

Background: At the meeting on November 12, 2024, the City entered into an Exclusive License Agreement with Cheese Capital Winter Park, Inc. to provide winter recreational activities at Nutt Ski Hill. Given the unique nature of the agreement, which licenses Nutt Ski Hill to Cheese Capital Winter Park, Inc., this draft ordinance creates Section 12-1-10 of the City Code. This new section specifies that in cases of inconsistencies between Chapter 12 of the City Code and the license agreement, the license agreement will take precedence.

Recommendation:

Motion to approve Ordinance No. 25 An Ordinance Creating Section 12-1-10 of the General Code of Ordinances of the City of Plymouth, Wisconsin Related to Nutt Ski Hill Park

Attachment:

1. Proposed Draft Ordinance

CITY OF PLYMOUTH
Ordinance No. _____ of 2024

**AN ORDINANCE CREATING SECTION 12-1-10 OF THE
GENERAL CODE OF ORDINANCES OF THE CITY OF PLYMOUTH, WISCONSIN
RELATED TO NUTT SKI HILL PARK**

WHEREAS, the Nutt Ski Hill is an approximately seven (7) acre City park located at 750 W. Main Street in the City of Plymouth; and

WHEREAS, the Common Council has entered into an Exclusive License Agreement with Cheese Capital Winter Park, Inc. to provide winter recreational activities at the Nutt Ski Hill (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Common Council has authorized certain activities and delegated certain responsibilities to Cheese Capital Winter Park, Inc. related to the operation and use of Nutt Ski Hill; and

WHEREAS, the Common Council finds it serves the best interest of the general public to create section 12-1-10 of the City Code related to the Nutt Ski Hill; and

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

Section 1. Creating Code. Section 12-1-10, Nutt Ski Hill, of the City of Plymouth General Ordinances is hereby created to read as follows:

"Sec. 12-1-10 – Nutt Ski Hill.

To the extent the Exclusive License Agreement between the City of Plymouth and the Cheese Capital Winter Park, Inc. (or its successors or assigns) agreement, on file in the City Clerk's Office, is inconsistent with the provisions of Title 12, the terms of the Exclusive License Agreement shall control."

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 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, Clerk

9431\272086

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: November 21, 2024

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Resolution No. 12 Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonding.

Background: As part of the 2025 Capital Improvement Plan, the City plans to issue debt for the Mill Pond Dam, Collins Street Reconstruction, and the Electric Storage Building. Since the bonds will not be issued before these projects commence, the City must provide interim financing using fund balance to cover costs incurred prior to receiving bond proceeds. Work has already begun or will begin soon on design, engineering, regulatory filings, and other aspects of these projects. This resolution is standard in the industry and was recommended by the City's financial advisor, Ehlers. An agreement with Ehlers to issue bonds on the City's behalf will appear on the next council agenda, with the anticipated bond closure date set for May 1, 2025.

Additionally, as part of the success and closure of TID #4, the City will see a Levy Limit Adjustment of approximately \$370,000 in 2026. This adjustment will be used to mitigate the overall tax levy impact related to the proposed City debt over the next three years.

Recommendation:

Motion to approve Resolution No. 12 Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonding.

Attachment:

- Draft resolution.

RESOLUTION NO. _____

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING**

WHEREAS, the City of Plymouth (the "Issuer") plans to undertake projects included in its 2025 Capital Improvement Plan such as those included in the attached Table 1 – Capital Improvement Plan (collectively, the "Project");

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

WHEREAS, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Common Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$4,200,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted and recorded November 26, 2024

Approved November 26, 2024

Donald Pohlman
Mayor

ATTEST:

(SEAL)

Anna Voigt
City Clerk

Table 1

Capital Improvement Plan & Funding Uses

City of Plymouth, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2025	2026	2027	Totals
Mill Pond Dam	Dam	2025 G.O. Notes	G.O. Debt	1,500,000			1,500,000
Road Project	Streets	2025 G.O. Notes	G.O. Debt	500,000			500,000
Road Project Utilities	Utility	2025 G.O. Notes	G.O. Debt	500,000			500,000
Electric Storage Building	Electric	2025 G.O. Notes	G.O. Debt	1,700,000			1,700,000
Grove Street	Streets	2026 G.O. Notes	G.O. Debt		500,000		500,000
City Park	Parks	2026 G.O. Notes	G.O. Debt		1,000,000		1,000,000
Grove Street Utilities	Utility	2026 G.O. Notes	G.O. Debt		500,000		500,000
Lap Pool	Pool	2026 G.O. Notes	G.O. Debt		2,000,000		2,000,000
Fire Truck	Fire	2027 G.O. Notes	G.O. Debt			2,000,000	2,000,000
Actual CIP Costs				4,200,000	4,000,000	2,000,000	10,200,000

Sources of Funding	2025	2026	2027	Totals
G.O. Debt	4,200,000	4,000,000	2,000,000	10,200,000
Total	4,200,000	4,000,000	2,000,000	10,200,000

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

Notes:

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: November 21, 2024
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Discussion and Possible Action of Agreement with Ehlers Regarding TID #8 Services

Background: At the Committee of the Whole, a presentation highlighted the exciting and upcoming improvements to the Laack Block. As part of these potential improvements, staff proposes investigating the feasibility of implementing a Tax Increment District (TID) to capture future tax increment generated by the Laack Project. This would help finance public improvements needed to facilitate the project and enhance downtown as a whole.

The attached agreement directs Ehlers to support staff in evaluating whether establishing a TID in this area is feasible and in the best interests of Plymouth. If feasible, Ehlers will also prepare the required documents to facilitate its creation.

The cost of the proposal is \$14,000. Ehlers has the financial expertise to guide staff and the Common Council on TIDs and supports the proposal as presented. If TID #8 is created, the costs of this agreement can be reimbursed from TID #8. If not, costs will be covered by the general fund contingency. Please note that this agreement with Ehlers does not formally create TID #8. The actual TID creation process, governed by state law, will require approval from the Common Council and Joint Review Board. This process will follow a similar approach to the recently created TID #7.

Staff Recommendation:

- Motion to Approve Agreement with Ehlers Regarding TID #8 Services

Attachments:

- Draft Proposal

October 22, 2024

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

**Re: Written Municipal Advisor Client Disclosure with the City of Plymouth (“Client”) for 2025
Creation of Tax Incremental District No. 8 (“Project” Pursuant to MSRB Rule G-42)**

Dear Tim:

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

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink that reads 'Kayla Thorpe'.

Kayla Thorpe
Associate Municipal Advisor

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

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Scope of Service

Client has requested that Ehlers & Associates assist Client with the Creation of Tax Incremental District No. 8 (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers & Associates will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure, and timing of proposed debt issues.

- A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
- A draft timetable for the Project.
- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate, and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers & Associates will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission, or governing body.

Phase II - Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board acts on the Project. As part of Phase II services, Ehlers & Associates will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the table beginning on the following page. Ehlers & Associates will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers & Associates Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client’s designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client’s designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>

<p>Joint Review Board Action</p>	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client’s designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>
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- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client’s staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers & Associates will:

- Coordinate with Client’s assessor and other staff as necessary to obtain parcel valuations, parcel data and other information needed for preparation of the State forms that must be filed as part of the base year or amendment packet.
- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation - Flat Fee Portion of Engagement

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

Phase I	\$ 3,500
Phase II	\$ 8,000
Phase III	\$ 2,500
Total	\$ 14,000

- Pricing includes a \$3,000 discount for Phase I services based on client’s separate engagement of Ehlers & Associates to review the developer’s proforma for the project related to the District. If for any reason that work does not proceed or cannot be completed \$3,000 will be added to the cost of Phase I for a total fee of \$17,000.
- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

Compensation – Hourly Services Portion of Engagement

Ehlers & Associates will bill Client on an hourly basis for services requested by Client in conjunction with the engagement that are not specifically identified in the Scope of Service set forth in this letter. Examples would include:

- Attendance at additional meetings beyond the four required for approval or amendment of the District (Organizational Joint Review Board, Plan Commission, Governing Body and Final Joint Review Board).
- Review of development agreements related to the District’s Project Plan and participation in negotiations with developers.

Hourly services will be billed at a rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

Payment for Services

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

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client’s engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition or Subtraction	\$1,000
Amendment Packet with Territory Addition and Subtraction	\$2,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

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: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Capital Improvement Plan:
Aquatic Center Pool Floor Replaster**

As part of the 2025 Capital Improvement Plan that was approved on November 12, 2024, dollars were allocated for the Public Works Department to replaster the existing 20+ year old pool floor at the Aquatic Center.

DPW received two bids for this work.

Company	Price
Neuman Pools, Inc Beaver Dam, WI	\$229,283.00
Badger Swimpools, Inc Prairie du Sac, WI	\$244,520.00

The budget allocated a total of \$280,000 for both the pool heater replacement and the coating of the pool floor. For those two project combine, we will be under budget. Approval of this proposal reserves our placement on their schedule for work to be completed in Spring of 2025.

Recommendation

To approve the bid from Neuman Pools, Inc for the replastering the pool floor in the amount of \$229,283.00.



OUTDOOR POOL RESURFACING CONTRACT

Date: 10/8/2024
Site Address: Plymouth Community Pool
203 Suhrke Rd.
Plymouth, WI. 53037
Attn: Matt Magle
Phone: 920-207-7544
Email: mmagle@plymouthgov.com

SCOPE OF SERVICES

Neuman Pools, Inc. (NPI) proposes to complete the following scope of work including all labor and materials.

- Preparation of the surface to accept the new plaster finish. NPI will chip the existing pool finish down from the waterline tile by approximately 12" to blend the new plaster finish to the existing tile face.
- Remove the existing finish around all pool fittings and fixtures to allow the new plaster surface to taper into the existing fittings or tile surfaces.
- Remove and install safety pads as needed to plaster
- Remove and install grating as required to replace waterline tile.
- Apply a polymer modified cement-based coating to improve bonding between plaster coats.
- Interior pool finish to be a quartz aggregate finish composed of a combination of durable quartz aggregate and enhanced Portland cement, accented with colored quartz aggregate.
- Pool finish will be chemically washed for color enhancement.
- Install a 6" band of water line tile around the perimeter of the pool.
- Install 19 water line depth marker tiles with 14 No Dive symbols.
- Install 4 deck depth marker tiles at zero depth entry. With 4 No Dive symbols.
- Provide and install 10 stainless steel rope cups for lane dividers.
- Existing embedded fittings will remain in place and new faceplates and drain grates will be installed.
- All existing pool copings will remain in place.

NOTES

- Draining and filling of the pool is not included.
- NPI policy is to schedule jobs only after signed contracts and initial payments are received at our office. Project schedule will be mutually agreed upon by both parties at that time.
- The existing surface is assumed to have a solid bond to the pool shell at the time of bidding. Prior to demolition, NPI will "sound" the shell to determine if there exists sections of non-binding pool finish. These areas will need to be removed and replaced at an additional cost.

BUILDING YOUR IMAGINATION

W9684 Beaverland Parkway | PO Box 413 | Beaver Dam, WI 53916 | 920-885-3366 | neumanpools.com

- If the surface has been painted, stained or cannot be properly cleaned, sandblasting or water blasting may be required at an additional cost.
- Pool interior finishes are a hand finished natural material and therefore some color variation will occur.
- Adjusting and maintaining the pH, total alkalinity, and calcium hardness of the pool water to the manufactures recommended levels is the owner's responsibility. Failure to do so will result in damage to the pool finish.
- Special precautions must be made for pool leaking ground water and/or those below the water table. Dewatering or additional repair will be completed at an additional cost with prior authorization.
- Neuman Pools has included an initial broom swept cleaning of the pool area, final cleaning is by others.
- Additional work must have prior approval and will be performed for a lump sum amount or billed on a time and material basis.

OPTION 1: Safety Edge Pad

- Provide and install 1 Safety Edge Pad and mounting hardware, on the deck at the rope climb feature.

Subtotal: \$ 9,000.00

Total: \$ 9,000.00

INITIAL _____

PRICING: Resurfacing Pool

Subtotal: \$ 220,283.00

Total: \$ 220,283.00

INITIAL _____

PAYMENT TERMS

50% initial payment, balance due upon completion

SIGNATURES

Owner has read and understands the payment terms, conditions, warranty terms and lien rights. For the Contract to be valid, Conditions of Sale, Warranty Terms and Lien Rights must be attached to this Contract.

Neuman Pools, Inc.

Owner

Signature: _____

Signature: _____

Brock George – Commercial Renovation Solutions

Print Name / Title: _____

Date: _____

Date: _____

WISCONSIN LIEN RIGHTS

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

CONDITIONS OF SALE

1. Owner shall provide access for power excavating equipment and trucks, and remove trees, shrubs, fences, and other obstructions including underground pipelines and wires.
2. Builder shall return pool site to rough grade, but will not be responsible for damage to grass, shrubs, walks, or driveways caused by normal performance of work.
3. If underground obstructions such as rock or unusual amounts of water are encountered during excavation, additional costs will be incurred.
4. Builder shall instruct the Owner of his Representative in the operation of all equipment at completion and filling of pool. At this time chemicals are required and shall be supplied by the Buyer.
5. Electric power and water for construction purposes shall be furnished by the Buyer at no charge to the Contractor.
6. All measurements are water line measurements and are subject to a 1% permissive variance either way. The Buyer further agrees to hold the Contractor harmless from loss or additional cost or expense, should this variance occur.
7. All materials used in construction shall remain the property of the Contractor until fully paid, and all surplus materials are to remain the property of the Contractor.
8. Buyer's and Contractor's representations, limitations, and responsibilities: The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications which set forth a custom-built pool, but do not necessarily duplicate any particular photograph.
9. Title and ownership to equipment and accessories described in the Agreement, whether or not affixed to Buyer's realty, shall remain the property of the Contractor until the total price of the pool has been paid. None of such equipment or accessories shall be deemed to become part of the real property regardless of the completeness of their obligation until such time of entire payment. In the event of non-payment, the Contractor may without notice enter upon the premises and remove said equipment and accessories. The Contractor will then apply the reasonable value of the removed items, less costs, and expenses of removal, against the unpaid balance.
10. Builder shall pay all applicable sales tax and carry adequate insurance covering liability and workmen's compensation.
11. Outdoor pools will require "winterizing" at the end of the swimming season. This is the responsibility of the Owner. We recommend you hire us to do this for you at least the first year.
12. Extra work (work performed outside the contract) must be approved in writing by the Owner and the Contractor.
13. Changes or alterations made to the installation performed by Neuman Pools, Inc., including pool accessories such as ladders and the like equipment with Owner's consent, except changes or alterations performed by Neuman Pools, Inc., shall be at Owner's

sole risk. Neuman Pools, Inc. shall not be responsible for defects or damages to the pool installation caused by other contractors or tradesman of any kind of character arising from improper maintenance, supervision, or neglect of the pool installation by Owner, who shall hold Neuman Pools, Inc. harmless, therefore.

14. It is the responsibility of the Owner to supply and fill the pool with water. It is also the responsibility of the owner to make sure that the quality of water used is such that it will not be harmful to the pool's interior finish and equipment. Neuman Pools, Inc. will assist you in determining the quality of your fill water, and give you options of treatment. Filling with unsuitable water will void the warranty.

WARRANTY TERMS

Contractor makes the following limited warranties of its work, subject to the limitations and restrictions in Paragraph d. hereof:

1. Contractor warrants its workmanship to be free from defects for one (1) year from date of completion. Contractor shall remedy defects of workmanship, which occur within the warranty period, without cost to the Owner. Contractor's work as used herein shall include work of Subcontractors employed by the Contractor and shall not include any work performed by other contractors separately from the Contract by Owner.
2. Waterline tile and plaster applied to the pool shell by Contractor are guaranteed against defects in materials and workmanship for one (1) year from the date of completion of plastering the pool. Walks and decking are not warranted against normal cracking, checking, raising, settling, or discoloration, and plaster is not guaranteed against discoloration or staining. Contractor assumes no responsibility for quality of water used to fill pool, or any damage caused by high water.
3. The following limitations to Contractor's warranties shall apply:
 - a. Contractor's performance under the terms and provisions of its warranties shall not be required, until final payment of the full Contract has been made.
 - b. Contractor shall not be responsible for the cost of labor to remedy defects in material so purchase assemblies. Purchased assemblies (for example; filtration system, water treatment equipment, etc.) or materials (for example: concrete, caulking, chemicals, etc.) used in this installation are subject only to manufacturer's or processor's warranty of fitness and from defects in manufacture. Contractor makes no warranty expressed or implied as to such assemblies of materials, except that the same will be installed in accordance with specifications, which occur during the warranty period.
 - c. Contractor's warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck, or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause of peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Contractor, its Subcontractors, or employees.
 - d. Contractors shall not be responsible for damage to the swimming pool shell if the Owner causes the pool to be emptied of water.
 - e. Owner shall notify Contractor within seven (7) days of discovery of any defect in the pool, equipment, or accessories; otherwise, the Contractor's warranty shall be void. No warranty repair expense by the Owner shall be a valid claim under Contractor's warranties, unless the Contractor is given written notice as provided herein, and a reasonable time to obtain parts or equipment, and to repair the defects.



CONSTRUCTING INNOVATIVE AQUATIC FACILITIES

October 1, 2024

City of Plymouth
Mrs. Cathy Austin, PE
900 CTH PP
Plymouth WI 53073

Re: Replaster budget proposal for the outdoor activity pool at the Plymouth Aquatic Facility, Plymouth, WI

We are pleased to provide a proposal for replastering and other renovation work for the outdoor activity pool at the Plymouth Aquatic Center located in the Plymouth, WI. All work will be completed according to Wisconsin building and swimming pool codes. The scope of work for this proposal is as follows:

We propose to furnish all materials, labor and equipment necessary to complete the following work:

Activity Pool:

- Chip existing plaster at tile and fittings
- Depth marking tile bands
- Wash/prep for new plaster
- Apply AGSCO Exposed Aggregate Pool Finish to the entire vessel
- Prep for filling

Total: \$ 244,520

This proposal excludes: Draining/filling the vessels, start-up, tile work (unless specified above), VGBA work, mechanical work, deck cleaning, coating or sealing.

All standard general requirements and administration is included in the costs above. This proposal is valid for 30 days from the above date. Please contact our office at (608) 643-6440 with any questions or if you wish to proceed. We look forward to working with you and thank you for the opportunity to provide this proposal.

Sincerely yours,
BADGER SWIMPOOLS, INC.
Robert E. Jelinek, P.E.
bjelinek@badgerswimpools.com

Badger Swimpools, Inc. • N789 Golf Road, Prairie du Sac, WI 53578 • Ph: 608-643-6440; Fx: 608-643-3732

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: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Capital Improvement Plan:
Aquatic Center Heater Replacement**

As part of the 2025 Capital Improvement Plan that was approved on November 12, 2024, dollars were allocated for the Public Works Department to replace the existing 20+ year old heaters at the Aquatic Center.

DPW received three bids for this work.

Company	Price
Haucke Plumbing Plymouth, WI	\$44,500.00
Carrico Aquatics Jefferson, WI	\$45,418.00
Neuman Pools, Inc Beaver Dam, WI	\$58,385.00

The budget allocated a total of \$280,000 for both the pool heater replacement and the coating of the pool floor. For those two project combine, we will be under budget. Approval of this proposal reserves our placement on their schedule for work to be completed in Spring of 2025.

Recommendation

To approve the proposal from Haucke Plumbing for the pool heater replacement in the amount of \$44,500.00.



Proposal

227 Division Street
Plymouth, WI 53073
Phone: (920) 892-6601
MPN 230760

Quote # 24-00375
Quote Date 6/21/2024

Proposal City Of Plymouth
Submitted To: Matt Magle
P.O. Box 107
Plymouth, WI 53073

Job Address: City Pool
Phone: (920) 893-1271
Cell:
Email:

Replace pool heaters proposal includes the following

- 2- Raypak Hi Delta natural gas pool heaters- 750MBH
- New heaters will be installed in the same location as the existing heaters
- Removal and disposal of the existing heaters
- We will connect to the existing pool supply and return piping
- Gas piping to the heaters from the existing gas line
- New piping will match the existing piping
- Electrical work
- Labor and materials

Option - Replace existing exposed supply and return piping with new piping

- Replace the existing SCH 80 CPVC piping exposed outside with new SCH 80 CPVC piping
- We will connect to the existing piping inside the building and remove the existing coupling starting to drip
- New piping will be installed to the boiler and the boilers will be piping in reverse return method to have balanced flow to the heaters
- 4- New ball valve will be installed for the heaters
- 6- Thermometers with wells will be installed. 2 on the main heater and 2 for each heater
- Hangers will be replaced as needed
- Installation will be done at the same time the heaters are replaces
- Existing flow meters will be reused
- Labor and materials

Add \$9,300.00 dollars to the proposal

Total \$44,500.00 dollars (Forty Four Thousand Five Hundred Dollars)



Proposal

Quote # 24-00375
Quote Date 6/21/2024

227 Division Street
Plymouth, WI 53073
Phone: (920) 892-6601
MPN 230760

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Notice of Lien Rights – As required by the Wisconsin Construction Lien Law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any to see that all potential lien claimants are duly paid.

Haucke Plumbing Authorized Signature: Michael M. Haucke

NOTE: This proposal may be withdrawn if not accepted within 30 days.

The surcharge fee for payments made on Credit Card is 3%. In order to avoid the fee, we recommend that you pay with check or cash.

ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. We understand that a 1.5% per month service charge will be added to all past due accounts. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Signature: _____

Date: _____ Signature: _____



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

July 19, 2023

Mr. Matt Magle
City of Plymouth
128 Smith Street
Plymouth, Wisconsin 53073

RE: *Heater Replacement*

Dear Matt,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with the City of Plymouth and provide a proposal for a new heater.

Heater Replacement:

- Raypak HI Delta Model P1532C
 - Outdoor top
 - Air intake with screen
 - CSD 1 code control
 - C-6 ignition
 - Two high gas pressure switch
- Copper and PVC pipe, fittings, and valves
- Gas pipe and fittings
- Removal and disposal of current heaters
- Installation

Your total investment for the above listed equipment and installation is forty five thousand four hundred eighteen and 00/100 dollars (\$45,418.00) plus shipping.

The City is responsible to provide any required electrical connections.

Terms for this sale are:

- Prices are firm for 30 days from date of this proposal
- Terms of payment requested is 30 days from the date of our invoice.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes, shipping, or any permits if applicable.

If you have any questions, please feel free to contact our office at 800-832-71470. If you find this proposal acceptable and wish to proceed at this time, please indicate below and email a copy to jadkins@carricoaquatics.com.

Thank you,

John Adkins

Service Technician
Carrico Aquatic Resources, Inc.

ACCEPTANCE OF PROPOSAL

Accepted by: _____ Date: _____ P.O.# _____



POOL HEATER REPLACEMENT CONTRACT

Date: 11/8/2024
Site Address: Plymouth Community Pool
203 Suhrke Rd.
Plymouth, WI 53037
Attn: Matt Magle
Phone: 920-207-7544
Email: mmagle@plymouthgov.com

SCOPE OF SERVICES

Neuman Pools, Inc. (NPI) proposes to complete the following scope of work including all labor and materials.

- Prepare and provide state approved, stamped, and engineered drawings for the replacement of more than 10 feet of pool plumbing for the heaters, and installation of new pool heaters.
- Removal of the 2 existing pool heaters. Pool heaters are to stay on sight for the city to dispose of.
- Installation of 4 Raypak BR 406 EN ASME electronic ignition, natural gas pool heaters. Heaters will be supplied with outdoor vent kits. Modification to gas piping, electrical connections, and venting are by others.
- Removal and replacement of the heater influent and effluent lines from the pool return line to the heaters. Piping will be Schedule 80 and CPVC per industry standards for proper hydraulic flow for the heaters.
- Installation of new isolation valves on the heater feed line. Valves 2" and smaller will be tru single union PVC ball valves. Valves 2 ½" and larger will be butterfly valves with schedule 80 PVC flanges and zinc hardware.
- Provide and install flow meters on each heater influent line to monitor water flow to the heaters.
- Commission and start up of heaters when pool is opened.
- Provide training for proper operation of the heaters.
- On site representation for DSPS inspection.

NOTES

- NPI policy is to schedule jobs only after signed contracts and initial payments are received at our office. Project schedule will be mutually agreed upon by both parties at that time.
- Gas piping, electrical connections, and venting is by others and not included in this proposal.
- Neuman Pools has included an initial broom swept cleaning of the pool area, final cleaning is by others.
- Additional work must have prior approval and will be performed for a lump sum amount or billed on a time and material basis.

BUILDING YOUR IMAGINATION

W9684 Beaverland Parkway | PO Box 413 | Beaver Dam, WI 53916 | 920-885-3366 | neumanpools.com

- Prevailing wages are not included in this contract. If prevailing wages are required, we reserve the right to requote the project.

PRICING

Total: \$ 58,385.00

PAYMENT TERMS

50% initial payment, balance due upon completion

SIGNATURES

Owner has read and understands the payment terms, conditions, warranty terms and lien rights. For the Contract to be valid, Conditions of Sale, Warranty Terms and Lien Rights must be attached to this Contract.

Neuman Pools, Inc.

Owner

Signature: _____

Signature: _____

Mark Othmer – Commercial Renovation Solutions

Print Name / Title: _____

Date: _____

Date: _____

WISCONSIN LIEN RIGHTS

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner’s land may have lien rights on Owner’s land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

CONDITIONS OF SALE

1. Owner shall provide access for power excavating equipment and trucks, and remove trees, shrubs, fences, and other obstructions including underground pipelines and wires.
2. Builder shall return pool site to rough grade, but will not be responsible for damage to grass, shrubs, walks, or driveways caused by normal performance of work.
3. If underground obstructions such as rock or unusual amounts of water are encountered during excavation, additional costs will be incurred.
4. Builder shall instruct the Owner of his Representative in the operation of all equipment at completion and filling of pool. At this time chemicals are required and shall be supplied by the Buyer.
5. Electric power and water for construction purposes shall be furnished by the Buyer at no charge to the Contractor.
6. All measurements are water line measurements and are subject to a 1% permissive variance either way. The Buyer further agrees to hold the Contractor harmless from loss or additional cost or expense, should this variance occur.
7. All materials used in construction shall remain the property of the Contractor until fully paid, and all surplus materials are to remain the property of the Contractor.

8. Buyer's and Contractor's representations, limitations, and responsibilities: The Contractor agrees to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the attached specifications which set forth a custom-built pool, but do not necessarily duplicate any particular photograph.
9. Title and ownership to equipment and accessories described in the Agreement, whether or not affixed to Buyer's realty, shall remain the property of the Contractor until the total price of the pool has been paid. None of such equipment or accessories shall be deemed to become part of the real property regardless of the completeness of their obligation until such time of entire payment. In the event of non-payment, the Contractor may without notice enter upon the premises and remove said equipment and accessories. The Contractor will then apply the reasonable value of the removed items, less costs, and expenses of removal, against the unpaid balance.
10. Builder shall pay all applicable sales tax and carry adequate insurance covering liability and workmen's compensation.
11. Outdoor pools will require "winterizing" at the end of the swimming season. This is the responsibility of the Owner. We recommend you hire us to do this for you at least the first year.
12. Extra work (work performed outside the contract) must be approved in writing by the Owner and the Contractor.
13. Changes or alterations made to the installation performed by Neuman Pools, Inc., including pool accessories such as ladders and the like equipment with Owner's consent, except changes or alterations performed by Neuman Pools, Inc., shall be at Owner's sole risk. Neuman Pools, Inc. shall not be responsible for defects or damages to the pool installation caused by other contractors or tradesman of any kind of character arising from improper maintenance, supervision, or neglect of the pool installation by Owner, who shall hold Neuman Pools, Inc. harmless, therefore.
14. It is the responsibility of the Owner to supply and fill the pool with water. It is also the responsibility of the owner to make sure that the quality of water used is such that it will not be harmful to the pool's interior finish and equipment. Neuman Pools, Inc. will assist you in determining the quality of your fill water, and give you options of treatment. Filling with unsuitable water will void the warranty.

WARRANTY TERMS

Contractor makes the following limited warranties of its work, subject to the limitations and restrictions in Paragraph d. hereof:

1. Contractor warrants its workmanship to be free from defects for one (1) year from date of completion. Contractor shall remedy defects of workmanship, which occur within the warranty period, without cost to the Owner. Contractor's work as used herein shall include work of Subcontractors employed by the Contractor and shall not include any work performed by other contractors separately from the Contract by Owner.
2. Waterline tile and plaster applied to the pool shell by Contractor are guaranteed against defects in materials and workmanship for one (1) year from the date of completion of plastering the pool. Walks and decking are not warranted against normal cracking, checking, raising, settling, or discoloration, and plaster is not guaranteed against discoloration or staining. Contractor assumes no responsibility for quality of water used to fill pool, or any damage caused by high water.
3. The following limitations to Contractor's warranties shall apply:
 - a. Contractor's performance under the terms and provisions of its warranties shall not be required, until final payment of the full Contract has been made.
 - b. Contractor shall not be responsible for the cost of labor to remedy defects in material so purchase assemblies. Purchased assemblies (for example; filtration system, water treatment equipment, etc.) or materials (for example: concrete, caulking, chemicals, etc.) used in this installation are subject only to manufacturer's or processor's warranty of fitness and from defects in manufacture. Contractor makes no warranty expressed or implied as to such assemblies of materials, except that the same will be installed in accordance with specifications, which occur during the warranty period.
 - c. Contractor's warranties shall not apply to damage to any part of the swimming pool shell, circulation piping, deck, or equipment, resulting from natural causes or acts of God, including earthquakes, ground swells, inundation's, ground or hillside motion, landslides, or any natural or accidental cause of peril resulting from storms, surface drainage, floods, war, riot, or damage caused by negligent or willful acts of person(s) other than Contractor, its Subcontractors, or employees.
 - d. Contractors shall not be responsible for damage to the swimming pool shell if the Owner causes the pool to be emptied of water.
 - e. Owner shall notify Contractor within seven (7) days of discovery of any defect in the pool, equipment, or accessories; otherwise, the Contractor's warranty shall be void. No warranty repair expense by the Owner shall be a valid claim under Contractor's warranties, unless the Contractor is given written notice as provided herein, and a reasonable time to obtain parts or equipment, and to repair the defects.

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: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Capital Improvement Plan:
Asphalt Road saver Trailer**

As part of the 2025 Capital Improvement Plan that was approved on November 12, 2024, dollars were allocated for the Public Works Department to purchase an Asphalt Road saver Trailer. This will allow DPW to keep the asphalt and the asphalt tack hot while crews work.

DPW received three quotes for the asphalt trailer.

Company	Price
Sherwin Industries, INC, Milwaukee, WI	\$50,720.00
STEPP MFG, North Branch, MN	\$52,069.00
Midwest Paving Equipment, INC Glen Ellyn, IL	\$53,919.00

The budget allocated a total of \$50,000. The \$720.00 will come from Capital Fund Reserves.

Approval of this quote orders the trailer and no dollars will be paid until 2025.

Recommendation

To approve the purchase of the Asphalt Road saver Trailer from Sherwin Industries, Inc in the amount of \$50,720.



Sherwin Industries, Inc.

Quotation

2129 W. Morgan Avenue Milwaukee, WI 53221 Corporate Office (414) 281-6400 Fax (414) 281-6404

Customer Information:

City of Plymouth
Matt Magle 920-893-1271
1004 Valley Road Plymouth, WI 53073
mmagle@plymouthgov.com

Date: 06/25/2024

NOTE: Quotation is good for 30 days from the above date. Prices quoted are for quantities shown only.

Part #	Description	Unit Price	Per	Quantity	Total
	4 Ton Air Jacketed Roadsaver Asphalt Trailer	\$25,500.00	EA	1	\$25,500.00
	Hour Meter, 7 Day Timer, Volt Meter – STD w/ Oil Jacketed				
	Automatic Temperature Control, 12vDC Operation				
	All LED Lighting				
	18" – 34" Adjustable Hitch, 28" Long Tongue, 3" Pintle				
	3/8 HD Safety Chains				
	Tandem 7,000# Axle w/ Electric Brakes & Break-Away				
	4-4" LED Stop, Turn & Tail Lights				
	Hydraulic Dumping Hopper w/ Battery Charger	\$5,400.00	EA	1	\$5,400.00
	Diesel Burner 105,000BTU	\$1,750.00	EA	1	\$1,750.00
	Hydraulic Rear Unloading Door Single	\$1,950.00	EA	1	\$1,950.00
	Hydraulic Top Loading Door Dual	\$2,250.00	EA	1	\$2,250.00
	Hydraulic Tamper Lift	\$2,450.00	EA	1	\$2,450.00
	30 Gallon Air Jacketed Tack Tank	\$3,250.00	EA	1	\$3,250.00

	Solvent Tank for Cleaning Shovels Rear Fender Mounted	\$350.00	EA	1	\$350.00
	Catwalk and Steps for Hopper Access	\$1,150.00	EA	1	\$1,150.00
	LP Torch w/ Holder & 25' Hose	\$1,150.00	EA	1	\$1,150.00
	Hose Reel For Torch	\$1,200.00	EA	1	\$1,200.00
	Cone Holder Rear Fender Mounted OR 5 Gallon Pail Holder	\$250.00	EA	1	\$250.00
	(2) Tune-Up Kit	\$320.00	EA	1	\$320.00
	Cold Weather Package, Fuel Filter Heater	\$500.00	EA	1	\$500.00
	5 Piece Tool Holder	\$250.00	EA	1	\$250.00
	Backup Lights	\$300.00	EA	1	\$300.00
	(4) Mini LED Strobes, Frame Mounted	\$700.00	EA	1	\$700.00
	1 Year Warranty				

If you have any questions concerning this quotation,
please contact Keith Zepnick
Phone (920) 362-4467
Email: kzepnick@sherwinindustries.com

Subtotal	\$48,720.00
Freight	\$2,000.00
Sales Tax	N/A
Total	\$50,720.00



WWW.STEPPMFG.COM

QUOTE SPHD24-114

charlie@steppmfg.com / East Coast Rep ~ carl@steppmfg.com / Midwest Rep
 cody@steppmfg.com /North East Central Rep ~ jodymoses@gmail.com /South Atlantic Rep

Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fax: 651-674-4221

TO		COMPANY	City of Plymouth WI
PHONE/FAX		ADDRESS	
EMAIL		CITY/STATE/ZIP	
CONTRACT:	Omnia / NCPA 05-77 4037276		

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE
7/15/2024	240-300 Days ARO	FACTORY	CODY SCHULTZ

ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SPHD-2.0	Stepp Trailer Mounted Dump Style Premix Heater 2.0 CY 3.0 Ton)	1	\$39,032.00	\$ 39,032.00
	Each base unit includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Dump, Oil Jacket, Battery Charger, Electric Brakes, and a 2 Light System			
	Compactor Plate Carrier	1	2,215.00	\$ 2,215.00
	Stainless Steel Tool Holders	5	170.00	\$ 850.00
	Platform w/ Railing and Steps (not available w/ tack tank)	1	1,049.00	\$ 1,049.00
	Shovel Cleaning Compartment	1	1,015.00	\$ 1,015.00
	Hydraulic Top & Discharge Doors	1	3,848.00	\$ 3,848.00
	LED Lights	1	538.00	\$ 538.00
K10023519-002	Diesel Burner Repair Kit	2	1,533.00	\$ 3,066.00
SPECIAL	5 Gal Bucket Holder rear fender mounted	1	125.00	\$ 125.00
	Back up lights not available			
	Options to Consider			
	Electric Overnight Heat 220 V 3000 W (hot	6301		
	Diesel Burner Enclosure	677		
	Flush Mounted Strobe Lights (set of 2)	931		
	Washdown System	1022		
	Hose Reel for Washdown	766		

NOTE: CANNOT PROCESS ORDER UNTIL SPECIFIED	Subtotal	\$ 51,738.00
PAINT: Hwy Orange	% Multi-Unit Disc.	\$ -
LIGHT PLUG: 7 Pin RV	% Tax	\$ -
HITCH: 3" Pintle	Freight	331.00
	Total Due	\$ 52,069.00

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. *Please note: This quote is valid for 20 days from the above date.

Please remit back a signed copy to process the quote as an order to jason@steppmfg.com

Special Instructions:

Ordered By Signature

Approved By Signature

INTERNAL USE ONLY:

Stepp Order #	Down Payment	Amount:
Date Ordered	Credit Card	Card Type
Delivery Date	Card Number:	
P. O. #	On Terms	
Ship Via	Letter of Credit	



Midwest Paving Equipment, Inc.
 757 DuPage Blvd Suite 2387
 GLEN ELLYN, IL 60137 US
 (630) 453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

Plymouth WI
 900 CTH PP
 PO Box 277
 Plymouth, WI 53073

SHIP TO

Plymouth WI
 1004 Valley Road
 Plymouth, WI 53073

ESTIMATE # 1794

DATE 11/07/2024

EXPIRATION DATE 12/31/2024

ACTIVITY	QTY	RATE	AMOUNT
5D4TT 4-Ton Falcon Asphalt Recycler & Hot Box Trailer	1	36,963.00	36,963.00
12-Volt Battery Triple Wall Construction and Fully Insulated Falcon Smart Controller Automatic Temperature Control, 7 Day timer, Fuel Gauge, Voltage Gauge Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Dump Box (12-Volt Electric Over Hydraulic) Single diesel burner Standard frame – 16' LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Strobe Warning Light LED night work lights Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder – 3 position Hopper Access Step			
Paint Color Falcon Red, Falcon Orange, Yellow, or Black	1	0.00	0.00
Trailer Plug Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)			
Freight Freeland, MI to Plymouth, WI	1	1,290.00	1,290.00
Warranty Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Falcon CCMFG 5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
Manual Operator, Parts and Service Manual (Electronic)	1	0.00	0.00
Training On-site Operation and Service Training	1	0.00	0.00
Options	1	0.00	0.00
NJP0099a Propane Torch with bracket for 20lbs Cylinder (cylinder not included)	1	600.00	600.00
NJP0199a LP Torch Hose Reel	1	888.00	888.00
NJP0045 Basket for mounting Plate Compactor (id 24" x 24")	1	365.00	365.00
NJP0099y Round solvent tank 13.5" diameter 16" tall for shovels	1	473.00	473.00
NJP1099A Shovel Clip (Stainless Steel) Mounted Curbside on Angled Hopper wall (Pair)	1	261.00	261.00
NJP0037 15-Gallon Heated/Insulated Tack Tank w/ Dedicated Burner - Gravity Feed Withdrawal Via Molasses Valve at the Bottom of the Tank (Same Burner Type as Hopper Burner(s) and For Water Based Tack or Rejuvenator Only)	1	4,362.00	4,362.00
NJP0056 Hoist w/ 12-Volt Winch for Lifting 500 lbs.	1	4,003.00	4,003.00
Why a FALCON? Why Falcon? It's Versatile • Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings) • Transport asphalt and keep it hot all day and hold it overnight • Heat and re-heat cold patch It's Cost-Effective • When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed • When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement • Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift It's Reliable • VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage • A Falcon is designed to allow the burner to run while in	1	0.00	0.00

ACTIVITY

QTY

RATE

AMOUNT

tow - preventing material from cooling while being transported

- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon

***3 ton Unit Deduct \$1,800.00 from Unit Price

*Prices are reflective of NASPO Contract

* Lead time is currently 60 to 75 days. Lead time will be verified or adjusted at time of order.

SUBTOTAL	49,205.00
TAX	0.00
TOTAL	\$49,205.00

*Top & Rear Doors
Hydraulic Loading + \$2,723*

Accepted By

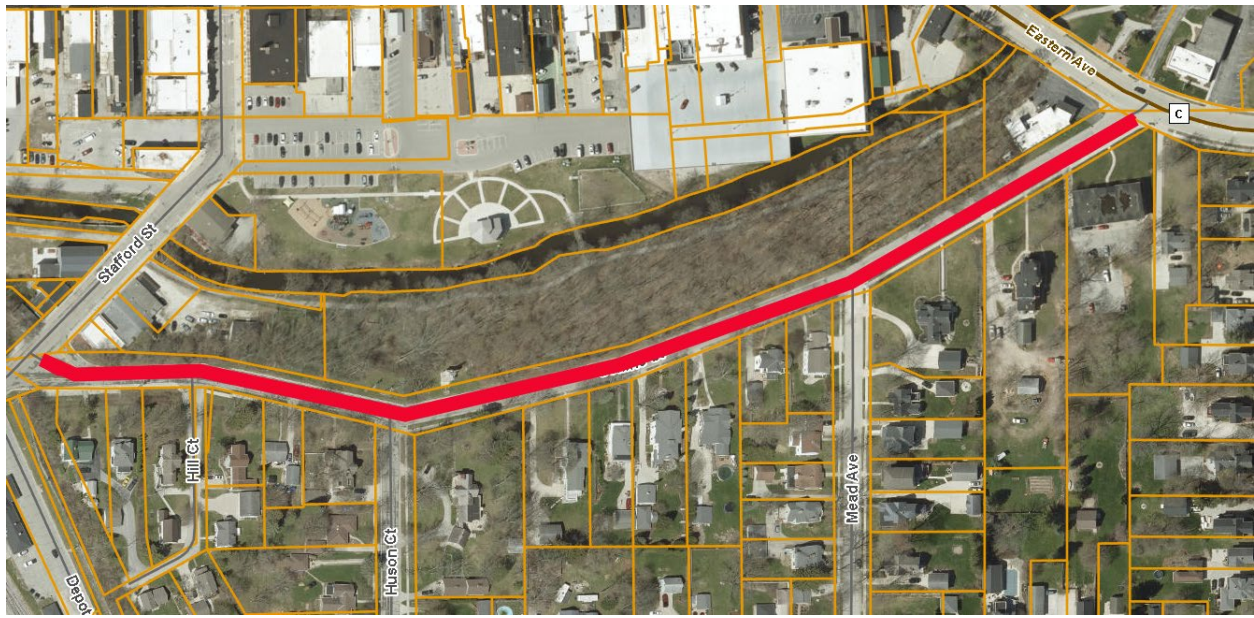
Accepted Date *Hydraulic unloading + \$1,991*

\$ 53,919



DATE: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Street Project:**
Forest Avenue: N Milwaukee Street (HWY 67) to North Street

As identified in the 2025 Budget, Collins Street will be the 2025 Street/Utility Project. The project scope includes: new curb and gutter, water main, sanitary sewer storm sewer and asphalt pavement.



Please see attached quote from Kapur & Associates for engineering services. This does include an archeological investigation study due to the proximity of historical properties within the project limits. This project would be out for in Early February to ensure we receive quality bids.

Recommendation

To approve the request to proceed with engineering services with Kapur and Associates in an amount of \$98,910.00 funding to come from the Capital Funds.

PROFESSIONAL SERVICES AGREEMENT

2025 Street Program – Collins Street - Eastern Avenue to S. Stafford Street Thayer Street – S. Stafford Street to RR Tracks City of Plymouth

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

Provide design engineering services and bidding documents for the referenced project.

Section A. Description of Work

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

Section B. Scope of Services

DESIGN ENGINEERING SERVICES

Collins Street & Thayer Street (Approximately 1,900')

- Topographic survey from back of R/W to R/W.
- Survey of walls and steps and railings within R/W.
- New water main relay, including water services to curb box, valves, and hydrants.
- New sanitary sewer main and laterals to terrace.
- New storm sewer main and appurtenances for the length of the project.
- Full reconstruct of pavement, curb & gutter and drive approaches.
- Sidewalk to remain, except for spot replacement.
- Coordinate with utilities and RR.
- DNR permits.
- Archaeological Investigation for historical properties.
- Public Information Meeting and regular progress meetings with City staff.
- Engineering cost estimates.
- Preparation of plans, specifications, and bidding documents.
- Assistance in bidding and award of construction contract.

Section C. Schedule

ENGINEER shall perform the Scope of Services with a target bid in January/February 2025, with award of the project in February/March 2025.



Section D. Compensation

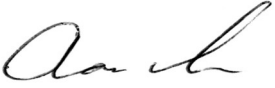
In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER on a time-and-material basis estimated at \$98,910.00.

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

OWNER: City of Plymouth

ENGINEER: Kapur & Associates, Inc.

By: _____

By:  _____

Title: Director of Public Works/City Engineer

Title: Associate/Milwaukee Muni. Manager

Date: _____

Date: October 24, 2024



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



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

DATE: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Capital Improvement Plan:
Street Sweeper**

As part of the 2025 Capital Improvement Plan that was approved on November 12, 2024, dollars were allocated for the Public Works Department to purchase a new Street Sweeper.

DPW received three quotes for the street sweeper, which also include a trade-in value for the existing street sweeper.

Company	Price	Trade-In Value of Existing Sweeper	Price After Trade-In
Serwe Implement, LLC Brownsville, WI	\$377,976	\$59,000	\$318,976
Environmental Equipment and Services, Inc Elko, MN	\$399,565	\$40,000	\$359,565
EnviroTech Equipment Lannon, WI	\$385,620	\$25,000	\$360,620

The sweeper from Serwe Implement is a 2024 demo model with less than 50 hours on the vehicle.

The budget allocated a total of \$340,000. Approval of this quote reserves the sweeper, but no dollars will be paid until 2025.

Recommendation

To approve the purchase of the street sweeper from Serwe Implement, LLC in the amount of \$318,976.00.

Serwe Implement , LLC

N11889 Hwy 175
Brownsville, WI 53006

Office: 920-583-6091
Cell: 920-602-0938
Fax: 920-269-1134
Email: archie@serweinc.com

City of Plymouth

July 16, 2024

c/o Matt Magle

revised

November 20, 2024

re: Sweeper Budget Numbers

Matt,

As per our conversation here is the revised budget number for a new 8.5 cubic yard Fayat "Scarab" street sweeper both in stock and an order out for 2025.

- Fayat "Maven" 65 Street sweeper 8.5 cubic yard sweeper
- Stainless steel debris body and stainless steel fan
- Left and right storage lockers
- Self priming low pressure water pump for wash down gun, sweep gear and front spray bar
- High pressure water pump with stainless steel lines and front spray bar and suction nozzle spray bar
- Air purge system
- Dual sweep brooms with tilting heads and up/down pressure and in/out side shift
- 3rd. wide sweep broom with up/down pressure and variable in/out side shift
- Auto wash down hose reel (relocated to right hand side of sweeper)
- Water injection system to aid in cleaning of suction fan
- 6 inch overhead boom
- Camera system for rear view of traffic and assist in backing up
- 2nd. camera system mounted in front of steering wheel for left and right gutter brooms
- 4 Amber beacons on rear door
- Screen shaker pneumatically operated for debris body
- Additional 170 gallon water tank for a total of 500 gallons
- Peterbuilt 220 right hand drive cab over chassis in White
- Deutz water cooled Auxiliary engine
- 2 year full sweeper warranty
- 5 year emission warranty
- 2 year Peterbuilt chassis warranty
- 2 year Cummins chassis engine and Deutz auxiliary engine warranty

Options requested

- Hydro Excavation gun with choice of Hydra Flex nozzle
- Tool rack mounted between cab and front water tank
- Arrow board on rear door
- Additional tube storage on rear door

- Green/White lights mounted on all 4 corners front and rear of sweeper as per the direction of the city of Plymouth
- Operator training for up to 3 days in fall and 3 more days in spring as needed
- Delivery

Stock 2024 pricing of my demo unit with up to 50 hours \$367,500.00

Additional options requested and provided at no charge for the extra hours put on the truck while demoing.

- Move screen vibrator switch to inside the cab n/c
- Install electric in cab control for the water valve on the 2nd. water tank n/c
- Move wash down reel if possible to right hand side of truck n/c
- Auto lube for sweeper truck (already in base price) n/c

Additional options requested:

- Electric boom control \$7,700.00 Labor to install \$1,000.00 \$8,700.00
 - 6"X57" hydro ex tube with cam locks \$275.00
 - 6"X57" crown end catch basin tube with cam locks \$275.00
 - 6"X57" tube extensions with cam lock \$269.00/ extension x 4 sections \$1,076.00
 - Adapter base from hose to cam lock style piping \$150.00
- Total final delivered price before trade in \$377,976.00

Archie Serwe

Archie Serwe

2Th.

Serwe Implement, LLC

N11889 Hwy 175
Brownsville, WI 53006

Office: 920-583-6091
Cell: 920-602-0938
Fax: 920-269-1134
Email: archie@scrweinc.com

City of Plymouth

September 2, 2024

c/o Matt Magle

re: Trade in sweeper

Matt,

As per our phone conversation of August 29th, my customer is willing to wait until January 1st, 2025 and his offer of \$59,000.00 will stay the same. No doubt he prefers to get it sooner rather than later, but he is willing to wait if that works better for your budget. If you are moving forward with this proposal, I can also offer to let you use the new Scarab unit for the fall cleanup and first invoice you in January of 2025 to help you with your budget and to not lose the offer for your current unit.

Lastly as we discussed the \$59,000.00 trade value is more than enough of a downpayment that the city could use a lease with the trade in as the downpayment and the cities 1st. payment would not be due until 2026 on the anniversary of the contract signing. Please keep in mind that any lease payments come out of the operating budget not the capital budget as you technically haven't bought the sweeper until you pay it off. With that said the lease cannot be paid off before 1 year and 1 day as per IRS guidelines anytime after that it can be converted to a purchase.

Please feel free to call with any questions.



Archie Serwe



27365 Zachary Avenue • Elko, MN 55020
Office: 952-461-3650 www.environmentalequipment.com

August 22, 2024

Matt Magle, Street Superintendent
City of Plymouth
128 Smith Street / PO Box 107
Plymouth, WI 53073

Dear Matt,

Thank you for the opportunity to quote a new TYMCO 600BAH mounted on a Peterbilt Chassis with (Right Hand Steer Only). The Minnesota State contract number is S-843(5), #244545.

Base Price:	\$311,350.00
Air Dryer Brakes	Standard
LED Light Bar	\$1,900.00
Arrow Board LED	\$1,450.00
Sweeper Deluge System	\$1,200.00
Hopper Drain System	\$650.00
Hi/Low Pressure Wash Down System	\$1,850.00
COMDEX – Extra Water, 110 Gallons (440 Gallons total)	\$4,950.00
High Output Water System	\$865.00
Air Horn	\$550.00
Electric Heated West Coast Mirrors	Standard
2 Cameras, Color Monitor	\$2,650.00
12" Parabolic Mirrors	Standard
Cloth High Back Air Ride Seats	Standard
AM/FM/Aux Input/Blue Tooth Radio	Standard
Abrasion Protection Package	\$1,000.00
Auto Sweep Interrupt	\$1,950.00
Auxiliary Hand Hose with Hydraulic Boom Assist	\$5,750.00
Hose Reel – 50' Hose	\$1,500.00
Gutter Broom Tilt Adjuster	\$1,400.00
Stainless Steel Blower Housing	\$2,500.00
Stainless Steel Hopper	\$27,500.00
Gutter Broom Drop Down	\$1,600.00
Left & Right Inspection Door (No Steps Needed)	Standard
Hydraulic Curtain Lifter	\$1,700.00
Pick-Up Head Pressure Inlet Water Injection System (PIWI)	\$1,950.00
Broom Assist Pickup Head	\$5,500.00
Peterbilt 220 Cabover Right Side Steering	\$19,800.00
Spring Factory Training for up to 4 People at TYMCO, Waco, TX	Standard
	Price: \$399,565.00
	Less Trade-In of (titled) Johnston VT651 Sweeper \$40,000.00
	= \$359,565.00 (plus tax and titling)

The City of Plymouth is responsible for WI motor vehicle sales tax, titling, & registration fees and for titling the sweeper in a timely manner. Thank you for your interest. Please feel free to contact me with any further questions.

Sincerely,

Willie Hack
Wisconsin Sales Rep.



Quote No. 080124-2A

19750 W. Edgewood Drive
 Lannon WI 53046
 Phone # 800-381-9134

Quotation

Customer

City of Plymouth DPW
 Attn: Matt Magle
 PO Box 107
 Plymouth, WI 53073

Date: 8/1/2024

Terms: Net 30

Delivery TBD

FOB Customer

Item	Qty	Description	Unit Price	Total
	1	New Bucher Pure Vacuum Single Engine Sweeper Body Model V65SH with 8.5 Cy Hopper and 415 Gallons of Water Including the Following Body Options: Hydrostatic Powered Machine Heavy Duty Gearbox Stainless Steel Vacuum Centrifugal Fan (No Belt Drive) Stainless Steel Body and Water Tanks Front Mounted Extendable Gutter Broom - 3rd Broom Dual Gutter Brooms Mounted behind Front Axle Dual Gutter Broom Lateral Movement Dual Gutter Broom Tilt Movement Pneumatic Vibrator System with Dual Controls(Mounted in Cab and at Rear of Body) Hopper Body and Air Tunnel High Volume Deluge Flush Out System Swinging Catch Basin Cleaner, Roof Mounted QTY (1) each 4' and 6' Aluminum Vacuum Tubes High Pressure Water System with Hand Lance, Spray Bar Behind Center Broom, and Spray Bars Mounted Behind Dual Vacuum Pickup Heads Simultaneous Sweep - 144" Sweep Path (Not Including Third Gutter Broom) Rear Mounted Arrow Stick (2) LED Strobe Lights Mounted on Top at Rear of unit and (2) LED Strobe Lights Mounted On Rear Bumper (2) Camera System with (1) Unit Mounted at Rear and (1) Unit Mounted at Rear with Video on JVM Monitor Rear Mounted LED Bright White Work Lights Mounted at Rear of Unit Stainless Steel Screens Mounted in Hopper Body Mounted on a 2025 Freightliner M2 Plus Chassis	385,620.00	385,620.00

***Providing Customer Satisfaction
 Through Trusted Partnerships***

Subtotal
Sales Tax ()
Total

Note: Any and all shipping and sales tax will be added to this invoice.



Quote No. 080124-2A

19750 W. Edgewood Drive
 Lannon WI 53046
 Phone # 800-381-9134

Quotation

Customer

City of Plymouth DPW
 Attn: Matt Magle
 PO Box 107
 Plymouth, WI 53073

Date: 8/1/2024

Terms: Net 30

Delivery TBD

FOB Customer

Item	Qty	Description	Unit Price	Total
		with Cummins 6.7 300 Hp Engine, Allison RDS3500 Transmission, and Dualized Cab Including Standard Features: AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, 2 group 31 batteries 2250 CCA, 160 amp Alternator, Battery disconnect, Right Hand Exhaust, Power Windows and Locks		
		Note: Bucher Body Includes Two Year Warranty Bucher Hopper and Water Tanks Include Lifetime Warranty Entire Unit Painted White		
	-1	Customer Trade In Johnston VT651 In Good Working Condition	25,000.00	-25,000.00

*Providing Customer Satisfaction
 Through Trusted Partnerships*

Subtotal	\$360,620.00
Sales Tax ()	\$0.00
Total	\$360,620.00

Note: Any and all shipping and sales tax will be added to this invoice.

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: November 21, 2024
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2025 Capital Improvement Plan:
Lawn Mower with Snowblower Attachments**

As part of the 2025 Capital Improvement Plan that was approved on November 12, 2024, dollars were allocated for the Public Works Department to replace an existing lawnmower for the Parks.

DPW received two quotes for the mower and snowblower attachments, which also includes a trade-in value for the existing lawnmower.

Company	Price	Trade-In Value of Existing Sweeper	Price After Trade-In
Lochen Equipment Waldo, WI	\$44,774.04	\$5,500.00	\$39,274.04
Feldmann Sales and Services Howards Grove, WI	\$44,721.00	No trade (would need to auction)	\$44,721.00

The budget allocated a total of \$40,000. Approval of this quote places the order for the lawn mower, but no dollars will be paid until 2025.

Recommendation

To approve the purchase of the lawn mower with snowblower attachments from Lochen Equipment in the amount of \$39,274.04.



Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 NJPA Arkansas 4600041718
 NJPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi 8290067336

F2690 WEB QUOTE #2788677

Date: 6/17/2024 1:01:13 PM

- Customer Information -

Magle, Matt
 208084

Plymouth Utilities (City of Plymouth, WI)

mmagle@plymouthgov.com
 9208924925

Quote Provided By
 Lochen Equipment
 Aaron Wulff
 1200 W First Street
 Waldo, WI 53093
 email: awulff@lochenequipment.com
 phone: 9204168313

- Standard Features -

- Custom Options -



F Series

F2690

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model #D1105
 3 Cyl., 1123 cu. cm.
 +24.8 Gross Eng. HP
 @3000 Eng. RPM

CARB Certified

Alternator - 40 Amps

Hand Throttle

Dual Element Air Cleaner

OPERATING FEATURES

Tilt Steering Wheel

Power Steering

Deluxe Suspension Seat

w/ 4 Adj. Controls

HYDRAULICS

Open Center - Gear Type

2 Point Hitch Lift

Cap at Lift Point - 573 lbs

8.6 GPM Hyd. Pump Cap.

6 GPM Remote Outlet

HYD. INDEPENDENT PTO

Hyd. Multi-Disc PTO

Single Speed PTO

2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

TRANSMISSION

Hydrostatic Drive (F2/R2)
 Forward Speed - 0 - 12.5 mph
 Reverse Speed - 0 - 6.8 mph
 Front Differential Lock

FLUID CAPACITY

Fuel Tank 16.1 gal
 Cooling System 4.9 qts
 Engine Oil 3.7 qts

Transmission and Hydraulics 14.8 qts

SAFETY EQUIPMENT

2 Post Foldable ROPS w/
 Retractable Seat Belt
 ROPS meet ISO and OSHA
 Safety Start Switch
 Operator Presence Control
 Parking Brake
 Overheat Alarm Buzzer

INSTRUMENTS

Liquid Chrystal Dispay (LCD)Panel
 Hour Meter

Electric Fuel Gauge

Temperature Gauge

Easy Checker™

Oil Light

Charge Light

Glow Plug Light

SELECTED TIRES

sub163

FRONT - 24x12.00-12 R3 Maxxis Pro Tech

REAR - 18x9.50-8 R3 Kenda Super Turf K500

F2690 Base Price: \$25,207.00

- (1) SUSPENSION SEAT / F2880/F3680 inc.
 F8280-SUSPENSION SEAT / F2880/F3680
- (1) REMOTE HYDRAULIC KIT \$228.00
 F5216-REMOTE HYDRAULIC KIT
- (1) 72" MOWER DECK FOR F SERIES TRACTOR \$5,688.00
 RCK72P-F39-72" MOWER DECK FOR F SERIES TRACTOR
- (1) HARD CAB FOR NEW F-SERIES 90'S PNF \$6,838.00
 F5206-HARD CAB FOR NEW F-SERIES 90'S PNF
- (1) ROOF MOUNTED LED STROBE LIGHT KIT \$228.00
 PNF
 F5313-ROOF MOUNTED LED STROBE LIGHT KIT PNF
- (1) REAR LED WORK LIGHT KIT (2) PNF \$238.00
 F5312-REAR LED WORK LIGHT KIT (2) PNF
- (1) 51" TWO STAGE SNOWBLOWER \$4,928.00
 F5220B-51" TWO STAGE SNOWBLOWER
- (1) HYDRAULIC VALVE SINGLE \$528.00
 F8283-HYDRAULIC VALVE SINGLE
- (1) MALE QUICK HITCH (F-SERIES) PNF \$498.00
 F5212A-MALE QUICK HITCH (F-SERIES) PNF
- (4) FRONT WEIGHT BOLT KIT \$48.00
 BL8062-FRONT WEIGHT BOLT KIT
- (1) FRONT WEIGHT BRACKET \$125.00
 BX8064A-FRONT WEIGHT BRACKET
- (4) FRONT SUITCASE WEIGHT \$296.00
 BL8060-1-FRONT SUITCASE WEIGHT
- (1) ELECTRIC CHUTE DEFLECTOR KIT \$864.00
 B2516A-ELECTRIC CHUTE DEFLECTOR KIT
- (1) 60" FRONT BLADE \$2,297.00
 B2765A-60" FRONT BLADE
- (1) 60" FRONT BLADE RUBBER CUTTING EDGE \$301.00
 B2766-60" FRONT BLADE RUBBER CUTTING EDGE
- (1) HEATER W/QK CONNECT HOSE FITTINGS \$618.00
 PNF
 F5311-HEATER W/QK CONNECT HOSE FITTINGS PNF
- (1) CAB SEALING KIT FOR F5206 CAB PNF \$338.00
 F5254-CAB SEALING KIT FOR F5206 CAB PNF

Configured Price: \$49,268.00

Sourcewell Discount: (\$10,838.96)

SUBTOTAL: \$38,429.04

2Yr F2690 Extended Warranty \$1,300.00

Dealer Assembly: \$1,732.50

Freight Cost: \$1,012.50

PDI: \$400.00

Set up time for hard side cab \$1,900.00

Trade in two Cub Cadet PRO Z 972S KW 72" (\$5,500.00)
 Mowers Factory Number #53FIHMUY050

Total Unit Price: \$39,274.04

Quantity Ordered: 1

Final Sales Price: \$39,274.04

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer



Your Build
F2690

DATE: 06/18/2024
MORE INFO
WEB QUOTE 2789135



Build Summary

Feldmann's

\$48,221

Estimated Net Price

*(~~\$~~ 44,721)
w/ Discount*

NO TRADE

F Series

F2690

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model #D1105
3 Cyl., 1123 cu. cm.
+24.8 Gross Eng. HP
@3000 Eng. RPM
CARB Certified
Alternator -- 40 Amps
Hand Throttle
Dual Element Air Cleaner

OPERATING FEATURES

Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat
w/ 4 Adj. Controls

HYDRAULICS

Open Center -- Gear Type
2 Point Hitch Lift
Cap at Lift Point -- 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

HYD. INDEPENDENT PTO

Hyd. Multi-Disc PTO
Single Speed PTO
2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

TRANSMISSION

Hydrostatic Drive (F2/R2)
Forward Speed -- 0 - 12.5 mph
Reverse Speed -- 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY

Fuel Tank 16.1 gal
Cooling System 4.9 qts
Engine Oil 3.7 qts
Transmission and Hydraulics 14.8 qts

SAFETY EQUIPMENT

2 Post Foldable ROPS w/
Retractable Sear Belt
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake
Overheat Alarm Buzzer

INSTRUMENTS

Liquid Chrystal Display (LCD) Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker TM
Oil Light
Charge Light
Glow Plug Light

TIRES AND WHEELS

Front 24 x 12 - 12 Multi-Trac C/S
Rear 18 x 9.5 - 8 Multi-Trac C/S

STANDARD EQUIPMENT INCLUDED

2690 F2690 4WD FRONT MOWER W/FOLDABLE ROPS

SUSPENSION SEAT / F2880/F3680

F8280

\$498FRONT - 24x12.00-12 R3 Maxxis Pro Tech
REAR - 18x9.50-8 R3 Kenda Super Turf K500

AR8641,AF9398

\$712

Base Model Price

\$23,997**OPTIONAL ADD-ONS**

72" MOWER DECK FOR F SERIES TRACTOR

RCK72P-F39

\$5,688

HARD CAB FOR NEW F-SERIES 90'S PNF

F5206

\$6,838

HEATER W/QK CONNECT HOSE FITTINGS PNF

F5311

\$618

CAB SEALING KIT FOR F5206 CAB PNF

F5254

\$338

ROOF MOUNTED LED STROBE LIGHT KIT PNF

F5313

\$228

REAR LED WORK LIGHT KIT (2) PNF

F5312

\$238

INTERIOR REARVIEW MIRROR PNF

F5314

\$118

51" TWO STAGE SNOWBLOWER

F5220B

\$4,928

HYDRAULIC VALVE SINGLE

F8283

\$528

\$498

FRONT WEIGHT BOLT KIT

BL8062

\$12 x 4

FRONT WEIGHT BRACKET

BX8064A

\$125

FRONT SUITCASE WEIGHT

BL8060-1

\$74 x 4

REMOTE HYDRAULIC KIT

F5216

\$228

60" FRONT BLADE

B2765A

\$2,297

PRICING SUMMARY

Base Model

\$23,997

Kubota Add-Ons

+ \$24,224

Land Pride Add-Ons

+ \$0

Tax

See Dealer for Pricing

Freight

See Dealer for Pricing

KTAC PDI

See Dealer for Pricing

Labor/Assembly

See Dealer for Pricing

Total MSRP

\$48,221

48,221.00
Discount - 1,350.00

44,721.00

Includes setup/fright etc.

Estimated Net Price

\$48,221

This List Price configuration program is for informational purposes only. Price on this sales quote is an estimate and is subject to being increased. Payment assumes the MSRP of your selected equipment and accessories, the length of term you have selected and any applicable special A.P.R. program. Not Included: *Taxes, shipping; handling, surcharges, assembly charges, destination, freight and/or delivery charges.

Not all models are available to order. Contact your dealer for available inventory stock or future availability.