

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, SEPTEMBER 27, 2022 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 meetings held Tuesday, September 13, 2022**
 - B. Approve City and Utility Reports:**
 - I. Electric, Water and Sewer Sales Report – August 2022**
 - II. Utility Related Write Offs for September - \$4,790.43**
 - C. Minutes acknowledged for filing – Plymouth Public Library Board of Trustees: August 1 – Plymouth Community Television: No meeting, only cashflow report - Plan Commission: September 1 – Housing Authority: September 7 – Downtown Design Guidelines Ad Hoc Committee: September 8 – Redevelopment Authority: September 14**
 - D. Approve Street Use Permit from Wendy Conto for Neighborhood Picnic on Sunday, October 2, 2022 11am – 7pm. Street proposed to use is back cul de sac of Prairie Rd.**
- 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. Resolution**
 - A. No. 8 - Consideration of Resolution Authorizing Amendments to \$10,000,000 City of Plymouth, Wisconsin Industrial Development Revenue Bonds, Series 2015 (OCS Plymouth, LLC) Issued on January 28, 2015: Tim Blakeslee, City Administrator/Utilities Manager**
- 7. New Business:**
 - A. Approve Retaining Wall Easement Agreement – Cathy Austin.**
 - B. Update Fire Cadet Program – Ryan Pafford, Fire Chief**
 - C. Demonstration SCBA Gear – Ryan Pafford, Fire Chief.**
 - D. Discussion/action regarding City Administrator/Utilities Manager appointment to committees, boards, etc. – Alderman Hansen**
- 8. Entertain a motion to go into closed session for the following:**
 - A. 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 – purchase of 133 E Mill Street.**

- 9. Entertain a motion to go into open session**
- 10. Discussion and possible action on closed session items**
- 11. Adjourn to 7:00 PM on Tuesday, October 11, 2022.**

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, SEPTEMBER 13, 2022 COMMON COUNCIL MEETING
128 SMITH ST. PLYMOUTH, WI 53073**

UNOFFICIAL MEETING MINUTES

1. **Call to order and roll call:** Mayor Don Pohlman called the meeting to order at 7:00 PM. On call of the roll, the following Alderpersons were present: Charles Hansen, Angie Matzdorf, Bob Schilsky, Jim Wilson, Diane Gilson, John Nelson, Amy Odekirk and Greg Hildebrand. Also present were: City Administrator/Utilities Manager Tim Blakeslee, Director of Public Works/City Engineer Cathy Austin, Interim Police Chief Matthew Starker, Building Inspector Pete Scheuerman, Electrical Operations Manager Ryan Roehrborn, Human Resource Specialist Leah Federwisch and City Treasurer/Deputy Clerk Brenda Hanson.
2. **Pledge of Allegiance.**
3. **Approval of the Consent Agenda (Alderpersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Hildebrand/Schilsky to approve all the items listed. Upon the call of the roll, all voted aye. Motion carried.
 - A. **Approve minutes of the meetings held Tuesday, August 30, 2022**
 - B. **Approve City and Utility Reports:**
 - I. **List of City & Utility Vouchers dated 8/1/22-8/31/22**
 - C. **Building Report for August 2022 – 49 permits estimated at \$1,112,089.00**
 - D. **Minutes acknowledged for filing – Police & Fire Commission: August 23: Finance & Personnel Committee: August 30**
 - E. **Approve Annual Mobile Home Park Application: Schmidt Properties – Cedar View Mobile Home Park**
 - F. **Approve Application for Event: Faith Baptist Church – Community Hymn Sing, to be held at the Band Shell on September 24, 2022 from 7 PM-9 PM. Requests Park Shelter Fee be waived.**
 - G. **Curt Witynski and Gail Sumi Proclamation**
 - H. **Approve Position Description for Wastewater Superintendent**
 - I. **Approve Position Description for Director of Public Safety/Assistant Director of Public Safety.**
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.** Chet Gerlach - State Assembly candidate thanked Council for the work they do. He gave personal background, previous 34 year political background and explained why he is back running for office this year. Gerlach stated that if elected he will work with the Mayor and Council as a partner for the community addressing the concerns and problems of the City of Plymouth.
5. **Items removed from Consent Agenda: None**
6. **Proclamation:**
 - A. **Recognition of POW/MIA Week in the City of Plymouth on September 11-17, 2022:** Mayor Pohlman stated the ceremony will be at City Hall,

Friday, September 16th at 8am to commemorate the POW/MIA proclamation. Nelson/Hansen moved to recognize POW/MIA Week in the City of Plymouth. A unanimous aye vote was cast. Motion carried.

7. **New Business:**

- A. Agreement between the City of Plymouth and INDWIS Inc for Building Inspection Services:** Blakeslee explained that INDWIS is Pete Scheuerman, the Building Inspector/Zoning Administrator. His contract was approved in 2018 with zoning duties added in 2022. He plans to step down in October 2024. This agreement continues until that time with the terms of the agreement remaining the same as the 2018 and zoning 2022 agreements giving the City time for Pete's transition. Motion by Nelson/Odekirk to update contract with INDWIS for building inspection services. Upon the call of the roll, all voted aye. Motion carried.
- B. Approve Utility Transformer Sale:** Blakeslee explained that in 2019 Plymouth Utilities rebuilt substation 2 changing the transformer voltage resulting in a transformer not being used. A request was received by Mazomanie Utility to purchase the transformer transporting it the final location for \$30,000. For Plymouth Utilities to dispose of the transformer, the transportation and disposal cost would be Plymouth's responsibility. Plymouth Utilities is comfortable with the sale and Electric Operations Manager Ryan Reoburn is available for more detailed questions. In the event substation 3 were to go down, the Utility could operate without it and conduct repairs as necessary. Motion Nelson/Matzdorf to approve the sale of transformer to Mazomanie. Nelson asked if testing would occur in Mazomanie or Plymouth. Roerburn confirmed that testing would occur on site in Plymouth. He also stated that test records are available from when it was taken out of service and those have been shared with Mazomanie. Upon the call of the roll, all voted aye. Motion carried.

8. **Entertain a motion to go into closed session for the following:** Motion by Hildebrand/Odekirk to go into closed session. Upon the call of the roll, all voted aye. Motion carried.

- A. Pursuant to Wis. Stat. 19.85 (1) (c) and (e) considering employments, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and 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 – Police Union Contract, 2023-2025**
- B. 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 – Jack Roe Litigation**

9. **Entertain a motion to go into open session:** Motion by Wilson/Odekirk to go into open session. Upon the call of the roll, all voted aye. Motion carried.

- 10. Discussion and possible action on closed session items:** Motion by Hildebrand/Nelson to approve Police Union Contract 2023-2025. Upon the call of the roll, all voted aye. Motion carried.
- 11. Adjourn to 7:00 PM on Tuesday, September 27, 2022:** Motion by Odekirk/Gilson to adjourn. Upon the call of the roll, all voted aye. Motion carried.

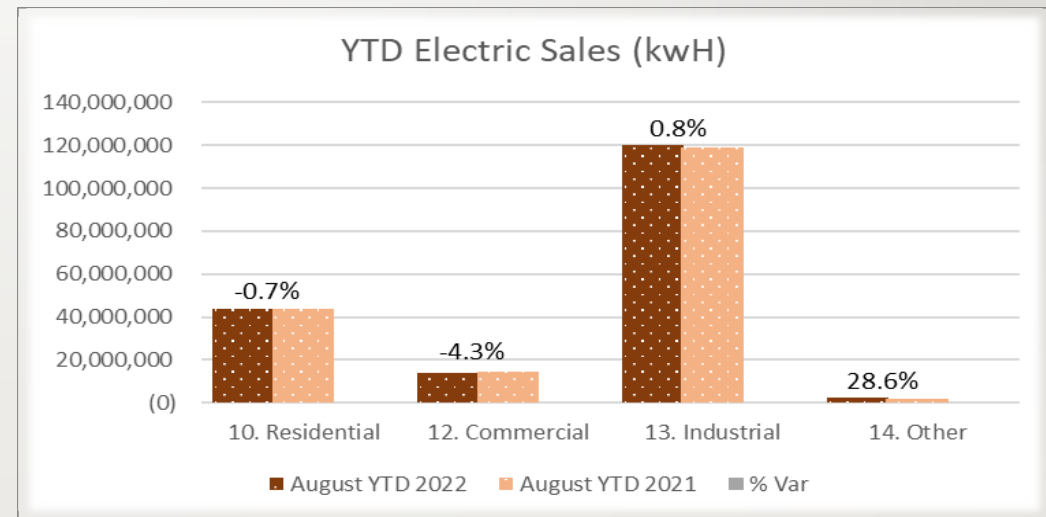
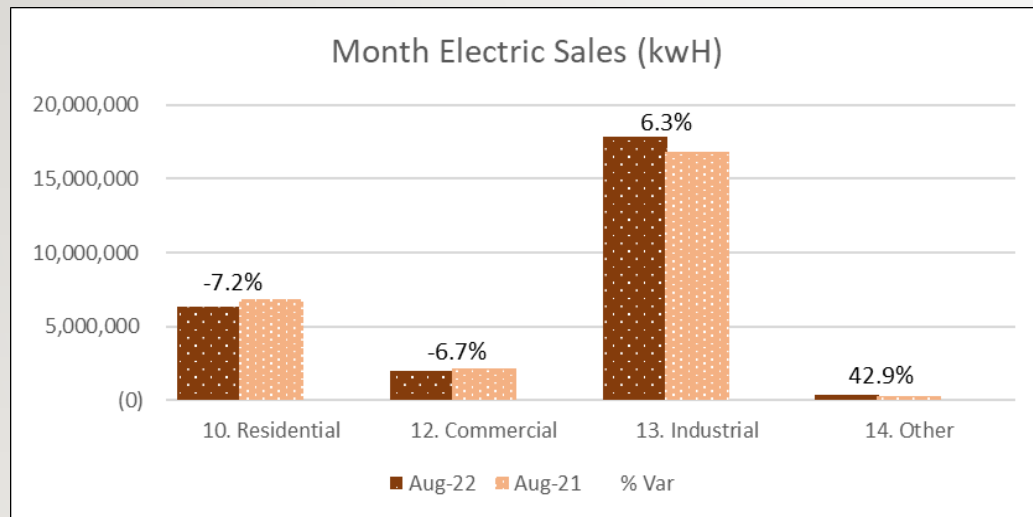


Plymouth Utilities

AUGUST 2022

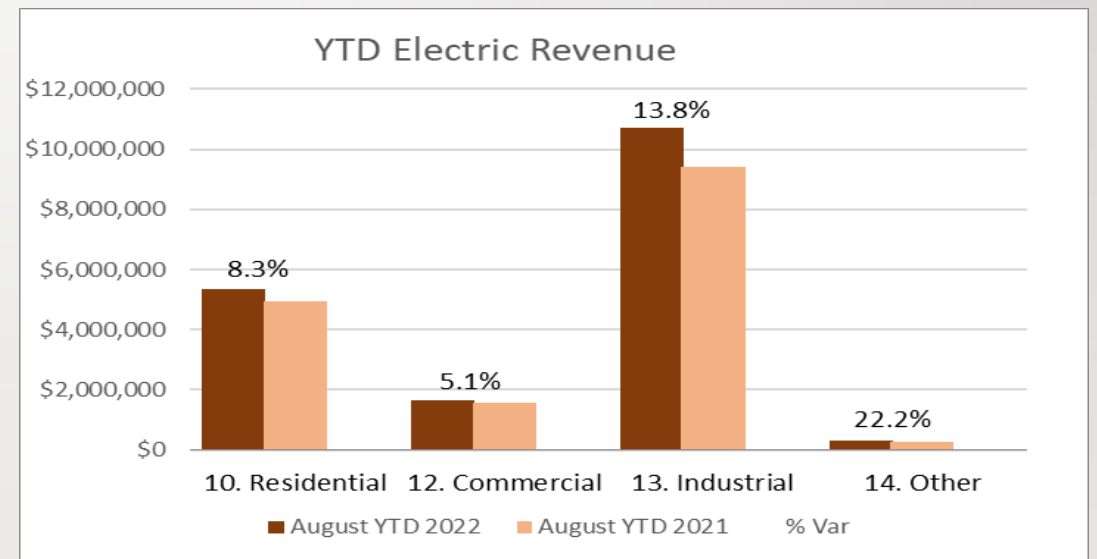
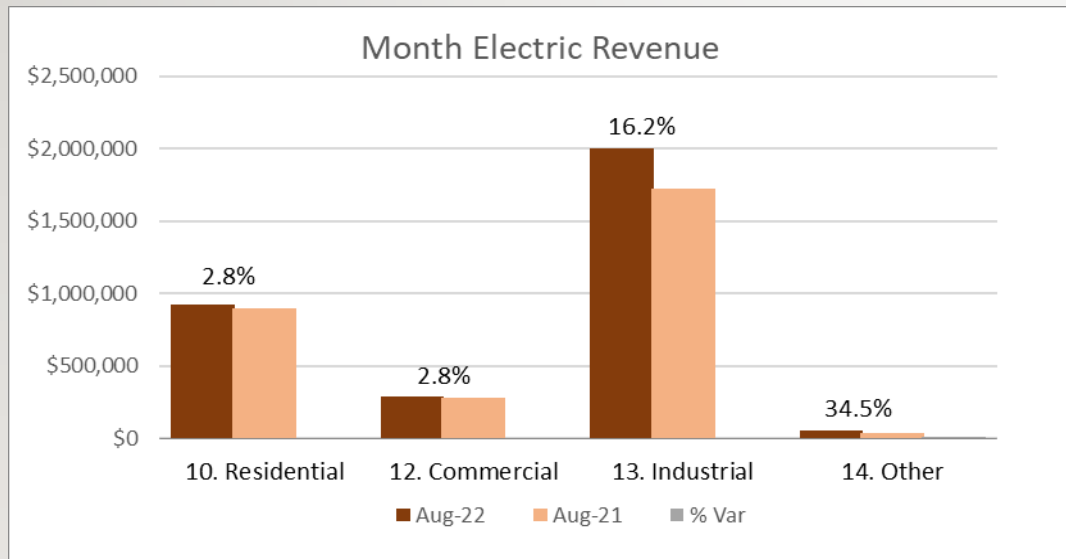
SALES & REVENUE

August 2022 Electric Sales



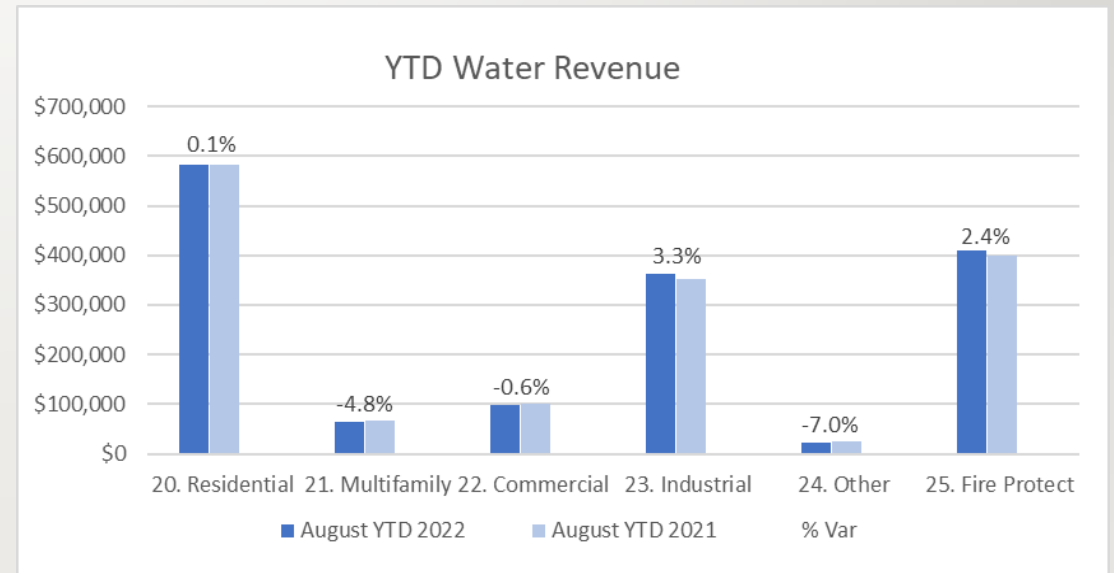
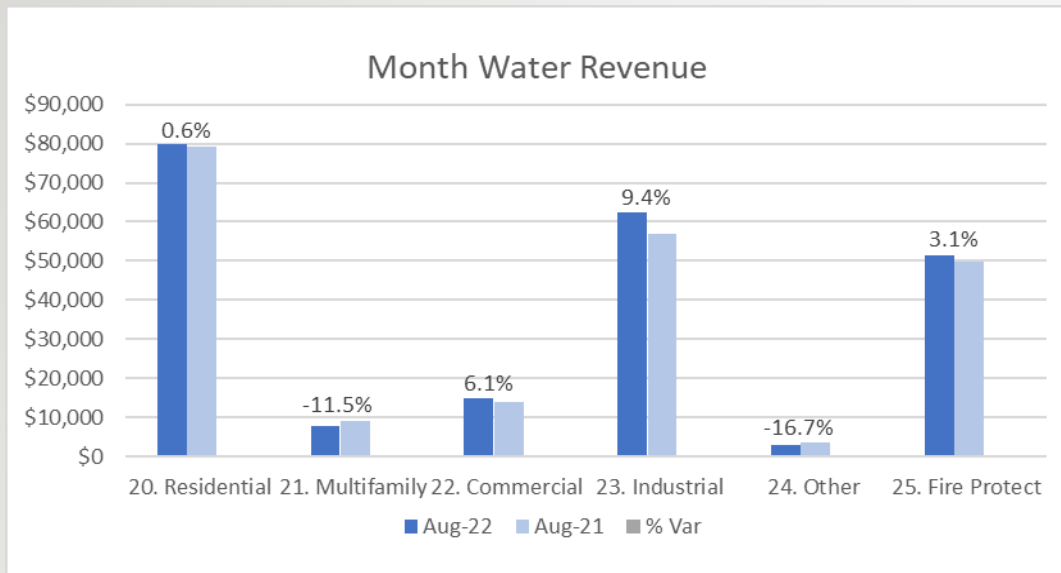
2022 Electric sales volumes are similar to 2021.

August 2022 Electric Revenue



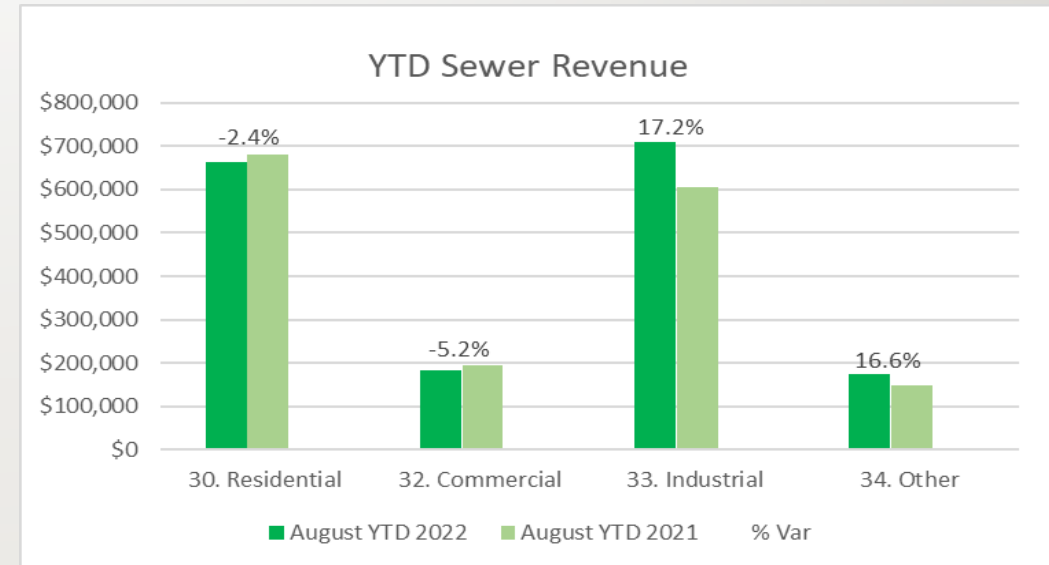
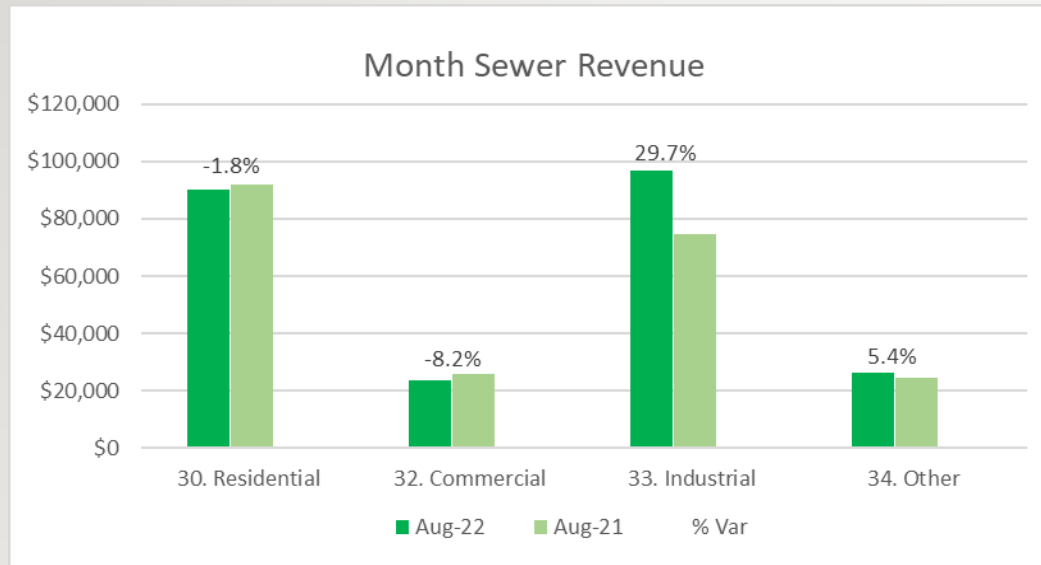
2022 Electric Revenue is up 11.4% over 2021, driven mainly by increased purchased power costs in 2022.

August 2022 Water Revenue



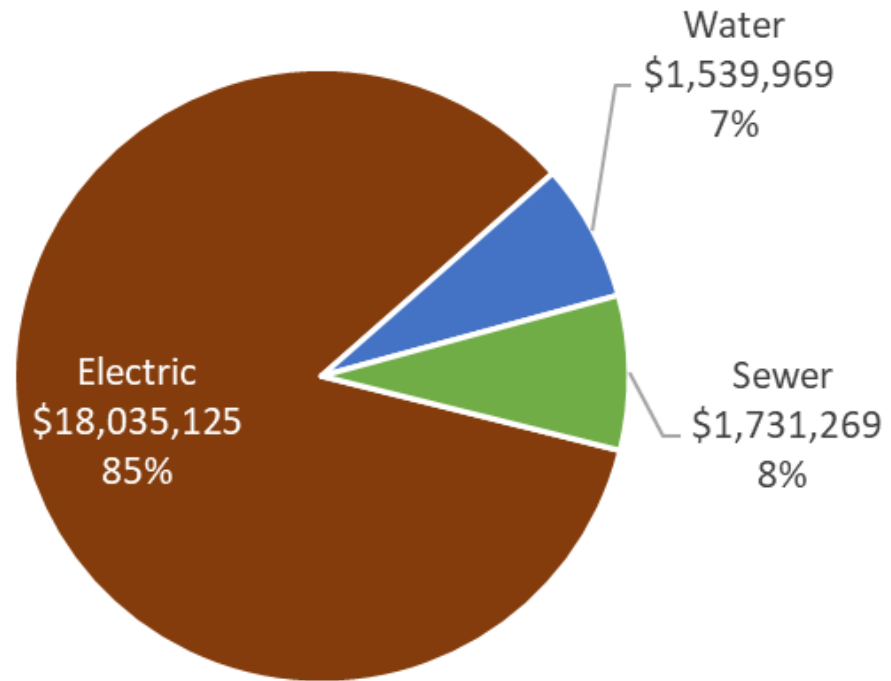
2022 Water Revenue is up 1% over 2021, mainly driven by the 3% rate increase in first quarter, offset by a decrease in water consumption of 2%.

August 2022 Sewer Revenue



2022 Sewer Revenue is up 6.3% over 2021, mainly due to one customer's BOD charge, offset by decreases in Residential and Commercial consumption.

2022 Utility Revenue



Report Criteria:

Selected types: Write Off

Name	Customer Number	Type	Reference Number	Description	Source ID	Check Number	Amount	Msg	Service
Write Off									
09/19/2022									
BAXTER, LANE	7.88.57137.16	Write	1	WRITE OFF SDC			372.65-	M	Multiple
CHAPMAN, KELLY	8.88.34791.14	Write	2	WRITE OFF SDC			178.85-	M	Multiple
HEATH, ERICA	6.88.24898.19	Write	3	WRITE OFF SDC			345.29-	M	Multiple
KESICK, KRISTI	10.87.73262.08	Write	4	WRITE OFF SDC			297.14-	M	Multiple
KULISCH, BOBBIE	15.87.15327.11	Write	5	WRITE OFF SDC			244.24-	M	Multiple
MAHONEY, KAREN	8.88.45640.26	Write	6	WRITE OFF SDC			186.45-	M	Multiple
P & J COMFORT PLUS	18.87.12415.04	Write	7	WRITE OFF SDC			113.07-	M	Multiple
ROMANOSKI, MAREN	12.87.45080.12	Write	8	WRITE OFF SDC			549.90-	M	Multiple
ROSTOLLAN, DAN	18.87.48458.16	Write	9	WRITE OFF SDC			133.54-	M	Multiple
WALTER, PAIGE	14.87.03829.49	Write	10	WRITE OFF SDC			389.30-	M	Multiple
Total 09/19/2022:							2,810.43-		
Total Write Off:							2,810.43-		
Grand Totals:							2,810.43-		

Types Selected: Balance Write-offs

Name	Customer Number	Type	Invoice/Reference	Description	Applied To Invoice	Check Number	Amount	Category
Balance Write-offs								
09/19/2022								
CAROLYN HARRIE	91611	Balance Write-offs	1	WRITE OFF SDC	4952		1,980.00-	
Total 09/19/2022:							1,980.00-	
Total Balance Write-offs:							1,980.00-	
Grand Totals:							1,980.00-	



**PLYMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
August 1, 2022**

Meeting was called to order by President J. Van Norwick at 6:31 pm. Present were: J. Van Norwick, K. Murray, L. Tolman, S. Britt, and B. McKnight. Absent were: P. Norlander, A. Odekirk, and S. Gloede. Also present: Library Director L. Jochman.

There was no public comment or correspondence.

Motion by K. Murray, second by S. Britt to approve the minutes of the July 11, 2022 meeting. B. McKnight pointed out a mistake at the end of the minutes. Motion by K. Murray to approve the minutes as amended, second by S. Britt. Motion to approve the minutes passed.

Motion by S. Britt, second by L. Tolman to approve the financial report for July 2022. Motion passed.

Director L. Jochman reviewed some highlighted items on her monthly report. This included updates on the City budget process, updates on strategic planning, information on library collection complaints and national trends, COVID, and kids misbehaving behind the library.

Old Business

Director L. Jochman updated the board on the lighting project which is set to be completed by the end of August. K. Murray suggested we try to keep the first floor open during the project to allow patrons to pick up materials.

K. Murray updated the board on a meeting with garden club members. K. Murray is reaching out to the horticulture program at the schools to inquire about using the library landscaping as a student project for the second semester. The board discussed clearing out the beds this fall. Director L. Jochman will solicit a quote to clean up the beds.

Director L. Jochman updated the board on the clover lawn. She will coordinate a meeting with the Plymouth Environmental Action Team to plan for starting the clover lawn process in Spring 2023.

Director L. Jochman updated the board on the budget process in the Director's report and did not have anything to add.

Director L. Jochman explained the new designs based off of the feedback from the previous meeting and the quotes submitted. The board went outside to the current outdoor sign location and measured out the designs. The board decided they liked the look of the signs that were submitted but would like a screen size closer to 3 feet high and 5 feet wide. Director L. Jochman will submit the feedback to the companies and come back the following month with quotes.

Motion by B. McKnight, second by K. Murray to adjourn. Motion passed. Meeting was adjourned at 7:48 pm.

Submitted by, Leslie Jochman
Library Board Secretary

Plymouth Community Television
August 2022

There was no scheduled Board meeting for the month of August 2022

Next Board meeting

Monday September 19th, 2022 5:15 PM
School Board meeting room at the High School

Respectfully submitted
Konrad Kaczowski

Plymouth Community TV Cash Flow

Year: 2022

Summary	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	TOTAL
Opening Balance	438.57	526.28	558.62	718.11	542.04	521.36	430.78	533.83	538.70	538.70	538.70	538.70	
Total Receipts	4,550.00	4,700.00	5,000.00	3,500.00	5,250.00	4,500.00	4,300.00	3,500.00	0.00	0.00	0.00	0.00	\$ 35,300.00
Total Disbursements	4,462.29	4,667.66	4,840.51	3,676.07	5,270.68	4,590.58	4,196.95	3,495.13	0.00	0.00	0.00	0.00	\$ 35,199.87
Total Cash Flow	87.71	32.34	159.49	-176.07	-20.68	-90.58	103.05	4.87	0.00	0.00	0.00	0.00	
Ending Balance	\$ 526.28	\$ 558.62	\$ 718.11	\$ 542.04	\$ 521.36	\$ 430.78	\$ 533.83	\$ 538.70	\$ 538.70	\$ 538.70	\$ 538.70	\$ 538.70	\$ 538.70

Receipt

Restricted	3,800.00	3,950.00	4,000.00	3,500.00	4,750.00	3,500.00	3,650.00	3,500.00					\$ 30,650.00
Unrestricted	750.00	750.00	500.00		500.00		650.00						\$ 3,150.00
Ads & Tape Sales			500.00			1,000.00							\$ 1,500.00
Other													\$ -
TOTAL	\$ 4,550.00	\$ 4,700.00	\$ 5,000.00	\$ 3,500.00	\$ 5,250.00	\$ 4,500.00	\$ 4,300.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 35,300.00

Disbursements

Wages / Salaries/ Benefits	3,158.72	2,979.78	3,794.21	2,200.51	2,693.67	3,143.67	2,873.88	2,633.84					\$ 23,478.28
Telephone	103.20	101.86	101.86	101.86	105.37	105.37	105.37	108.65					\$ 833.54
Dues													\$ -
Card Member Service	9.00	768.24	143.00	249.00	1,763.76	537.28	127.92	9.00					\$ 3,607.20
Action - 14	40.00	40.00		80.00	40.00	40.00		40.00					\$ 280.00
Work Comp Insurance													\$ -
Supplies				93.31	34.70		51.58						\$ 179.59
P.O.Box Rental	100.00												\$ 100.00
Postage		58.00				11.60							\$ 69.60
State With Holding	250.50			263.25			265.50						\$ 779.25
FUTA	146.12												\$ 146.12
unemployment Ins	5.29			10.96			10.64						\$ 26.89
941 Tax	599.46	669.78	601.44	627.18	573.18	602.66	712.06	653.64					\$ 5,039.40
Equipment													\$ -
Miscellaneous			150.00			100.00							\$ 250.00
Mileage	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00					\$ 400.00
Business Tax Registration					10.00								\$ 10.00
WI Corp. Filing													\$ -
Closed Caption Exemption													\$ -
941 Quarterly Taxes													\$ -
Cooking Show													\$ -
TOTAL	\$ 4,462.29	\$ 4,667.66	\$ 4,840.51	\$ 3,676.07	\$ 5,270.68	\$ 4,590.58	\$ 4,196.95	\$ 3,495.13	\$ -	\$ -	\$ -	\$ -	\$ 35,199.87

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



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

September 2, 2022

Members present: Chairman Don Pohlman, Carole O'Malley, Jeremy Schellin, Greg Hildebrand, Ron Nicolaus, Scott VanNorwick

Staff Present; Director Austin

The Plan Commission meeting was called to order by Chairman Pohlman at 18:00hrs.

Roll Call: On the roll all current members were present.

- 1.) Approval of Minutes from August 4, 2022: Motion to approve the minutes was made by Schellin, and seconded by O'Malley. On the roll all voted "Aye" to approve.
- 2.) **PUBLIC HEARING;** Regarding the following proposed Conditional Use Permit: Daniel Francis, dba: Francis Chiropractic, 1005 Eastern Ave., Plymouth, Wisconsin. The Conditional Use request is to construct a Photo Voltaic Array on a principal structure in the B1 [Business Office] District, which is allowed only by Conditional Use per Sec 13-1-132(b)1. The Public Hearing was opened at 6:04 by Chairman Pohlman, no comments came forth and he closed the hearing at 6:06.
- 3.) **Conditional Use Permit Application** Daniel Francis, dba: Francis Chiropractic, 1005 Eastern Ave., Plymouth, Wisconsin. The Conditional Use request is to construct a Photo Voltaic Array on a principal structure in the B1 [Business Office] District, which is allowed only by Conditional Use per Sec 13-1-132(b)1. Petitioner Dan Francis was present via internet. Francis addressed the Commission members explaining the installation of his photo voltaic panels on the south facing slopes of his office roof. The panels will be fastened directly to the roof surface. Director Austin inquired as to if the Service Agreement was made with Plymouth Utilities yet, as she was unaware of anything. Francis replied that he had some contact but wasn't able to confirm a contract. He was directed to do so. Member O'Malley inquired why this process was required to install solar panels on a roof. Chairman Pohlman simply stated that it's required by the Ordinance. Comments were made regarding the process being a financial burden to the property owner. The Chairman stated that we could take a look at our process, for the future. Francis appreciated anything the City could do moving forward. Motion to approve made by Hildebrand, and seconded by Nicolas. On the roll all voted yes.
- 4.) **Communication – Letters, E-mails, or reports Related to the Plan Commission.** Nothing brought forward.

Meeting adjourned with a motion from Nicolaus and second by VanNorwick.

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 8:31 AM, September 7th, 2022 by Chairman Linda Opitz.

Chairman:	Linda Opitz
Vice Chairman:	Judith Kapellen (absent)
Commissioner:	Dennis McMullen
Commissioner:	Marsha Vollbrecht
Commissioner:	Jay Groshuesch
Secretary:	Bob Hemauer
Guest:	None

PROCEEDINGS

1. The minutes of the August 10th 2022 meeting were read. After review of the minutes, a motion was made by Commissioner Vollbrecht and second by Commissioner Groshuesch to approve the minutes. The motion was carried.
2. Recognition of tenant concerns:
 - a. Vacancies; All units are filled.
 - b. Problems; None.
 - c. New tenant Association organized. First official meeting is September 7th, 9 AM.
3. The August 2022, Income and Expense report was reviewed. A motion was made by Commissioner Groshuesch and second by Commissioner McMullen to approve the financial report. The motion carried.
4. The September 2022 invoices were reviewed and discussed and questions were answered by the Executive Director. Commissioner Vollbrecht moved that all invoices be paid with Commissioner Groshuesch seconding the motion. The motion carried.

SECRETARY'S REPORT

1. Executive Director will be attending the Fall conference Sept. 13-16 in Lake Delavan.

Old Business

1. Project considerations;
 - a. Community Room and office renovation: Looking into window treatments and acoustical panels to eliminate echoing.
 - b. Gas line replacement: Final bill was received for All American HVAC. Bill was about eight thousand lower than estimated.
 - c. Open House for Community Room remodel: Have not been able to connect with the Review. Not open house will be pushed back to October.
 - d. Resolution #356, Raise Security deposit to \$350. A motion to raise the security deposit to \$350 was made by Commissioner McMullen and second by Commissioner Groshuesch. The motion carried.
- 2.

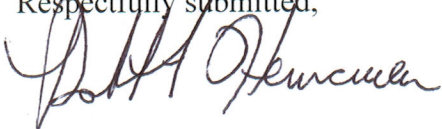
NEW BUSINESS

1. Resolution # 355 FYE 2021 Audit; Audit was presented to the board. Board wanted time to review. Chairperson will entertain for a motion at the October meeting.

There was no further business to come before the Commissioners of the Authority. A motion to adjourn at 8:59 AM by Commissioner Groshuesch and seconded by Commissioner Vollbrecht, the motion carried.

The next scheduled regular meeting is October. 5th. 2022 at 9 AM.

Respectfully submitted,



Robert Hemauer

Executive Director

CITY OF PLYMOUTH
Downtown Design Guidelines Ad Hoc Committee
Thursday, September 8, 2022 7:30 AM
Fire Dept. Training Hall, 128 SMITH ST, PLYMOUTH, WI

Meeting Minutes

Call to Order – Roll Call: Mayor Pohlman called the meeting to order at 7:33 AM. On call of the roll, Mayor Pohlman, Lee Gentine, Joe Van Derven, John Nelson, and Greg Hildebrand were present. Jarin Gelhar and Ron Nicolaus were absent. Staff present were City Administrator/Utilities Manager Tim Blakeslee and Tanya Williamson. Brandon Robinson from Bay-Lake Regional Planning Commission was also in attendance.

1. **Approval of Minutes from August 11, 2022 meeting:** Hildebrand moved to approve the minutes; Van Derven seconded. Motion carried.
2. **Discussion regarding Design Guidelines and Standards document:** Robinson and Blakeslee spoke to the committee about the focus of the document. They feel the scope of the project has exceeded its original intent and encouraged the group to concentrate solely on the guidelines and standards, leaving other components for future consideration. Committee members will review Appendix A and provide input to Robinson prior to the next meeting.
3. **Communications – Letters, emails, or reports related to the Committee:**
4. **Adjourn:** Gentine moved to adjourn at 8:53 AM; Van Derven seconded. Motion carried.

Next meeting date will be October 13, 2022 at 7:30 AM.

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

Wednesday, September 14, 2022

Meeting Minutes

1. **Call to order and roll call:** Chairman Gentine called the meeting to order at 7:30 AM. Members present were Lee Gentine, Donna Hahn, John Nelson, Randy Schwoerer, Ronna O'Toole, and Ken Pannier. Tim Blakeslee, City Administrator/Utilities Manager, Tanya Williamson, Mary Hauser, Chamber of Commerce Executive Director, and Jenna Schram, Cheese Counter Manager, were also in attendance.
2. **Approval of Meeting Minutes from the May 19, 2022 meeting:** Schwoerer moved to approve the minutes; Hahn seconded. Motion carried.
3. **Update from Cheese Counter Manager:** Schram talked about financial changes she has made as well as plans to increase foot traffic in the store. She is also working on a new website to improve customer experience.
4. **Discussion and possible action regarding the Façade grant for 125 E Mill St:** Nelson moved to approve the façade grant for \$1,000; O'Toole seconded. Schwoerer abstained. Motion carried.
5. **Update on Downtown Design Standards & Guidelines:** Blakeslee gave an update on the status of the document.
6. **Communication – Letters, E-mails, or Reports Related to the Redevelopment Authority (Staff, Chairperson, Members etc.):**
7. **Adjournment:** Schwoerer moved to adjourn the meeting at 8:35 AM; Nelson seconded. Motion carried.



APPLICATION FOR STREET USE PERMIT

Date 9-19-22

1. Applicant/Applicants Name: Wendy Conzo
Address: 1015 Prairie Rd
Plymouth WI 53073
Phone: 920-838-3568

2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization: neighbor whom live on
this block

3. The name, address and telephone number of the person/persons who will be responsible for conducting the proposed use of the street, if different than above:

4. The date and duration of time for which the requested use of the street is proposed to occur: Oct 2, 2022 11⁰⁰ AM - 6⁰⁰ PM

5. An accurate description of that portion of the street proposed to be used: neighborhood block party - (All of our subdivision
is invited) tent in last (east) out of Sac of
Prairie Rd

6. The approximate number of persons for whom use of the proposed street area is requested: 50 maybe?

7. The proposed use, described in detail, for which the Street Use Permit is requested: same as #5

\$25.00 Fee - Receipt No. paid Date 9/15/2022 # 6003606

Recommendation - Director of Public Works [Signature]

Recommendation - Chief of Police [Signature]

Date of Council approval _____

Email Street Superintendent _____

Agree to a Prairie Meadows Block party the afternoon of October 2nd (roughly 12-4pm)

Signed

Dated

1010

Carrie Akey
Jim Akey

9/20/22

9/20/22

023

[Signature]

9/20/22

035

Deb Sebecker

2

11

1041

Emma O Ropson

9/20/2022

1073

Bar [Signature]

9/20/2022

1025

CD Feller

9/20/22

022

[Signature]

9/20/22

1018

[Signature]

9-20-22

1016

Tanya Arnold

9-20-22

1015

Wendy [Signature]

9-20-22

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: September 22, 2022

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Consideration of Resolution #8 Authorizing Amendments to \$10,000,000 City of Plymouth, Wisconsin Industrial Development Revenue Bonds, Series 2015 (OCS Plymouth, LLC) Issued on January 28, 2015:

Background:

In 2015 City of Plymouth, Wisconsin entered into a Bond Agreement with OCS Plymouth, LLC, relating to the issuance of \$10,000,000 City of Plymouth, Wisconsin Industrial Development Revenue Bonds. The bonds were used for acquisition of land, construction of an approximately 220,000 square foot facility located at 4385 County Road PP, the acquisition and installation of equipment at the Facility, and payment of certain professional costs and costs of issuance. The bond purchaser (JPMorgan Chase) and OCS Plymouth, LLC would like adjust the interest rate provisions and make several other minor language adjustments as part of the bond agreement. Section 10.02 of the bond agreement notes that the Bond Agreement may be amended with the consent of the Borrower and approved by requisite consent of the bondowners, the borrower, and the original purchaser. The city is not incurring additional debt as part of this process, and is only being asked to make an amendment to the current bond agreement.

Recommendation:

Staff recommends approval of Resolution #8 Authorizing Amendments to \$10,000,000 City of Plymouth, Wisconsin Industrial Development Revenue Bonds, Series 2015 (OCS Plymouth, LLC) Issued on January 28, 2015.

COMMON COUNCIL OF
CITY OF PLYMOUTH, WISCONSIN

RESOLUTION NO. 8

RESOLUTION AUTHORIZING AMENDMENTS TO
\$10,000,000 CITY OF PLYMOUTH, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2015
(OCS PLYMOUTH, LLC PROJECT) ISSUED ON JANUARY 28, 2015

WHEREAS, the City of Plymouth, Wisconsin (the “Issuer”) entered into a Bond Agreement dated as of January 1, 2015 (the “Bond Agreement”) by and among the Issuer, OCS Plymouth, LLC, a Wisconsin limited liability company (the “Borrower”), JPMorgan Chase Bank, N.A., as original purchaser (the “Original Purchaser”), and JPMorgan Chase Bank, N.A., as paying agent (the “Paying Agent”), relating to the issuance of \$10,000,000 City of Plymouth, Wisconsin Industrial Development Revenue Bonds, Series 2015 (OCS Plymouth, LLC) (the “Bonds”); and

WHEREAS, the Issuer loaned the proceeds of the Bonds to the Borrower for the purpose of financing a project on behalf of the Borrower consisting of the (i) acquisition of land, (ii) construction of an approximately 220,000 square foot facility located at 4385 County Road PP in the City of Plymouth, Wisconsin (the “Facility”) to be operated by the Borrower to age cheese, (iii) acquisition and installation of equipment at the Facility and (iv) payment of certain professional costs and costs of issuance; and

WHEREAS, the Original Purchaser and the Borrower desire to amend certain terms of the Bond Agreement, including but not limited to the interest rate provisions; and

WHEREAS, in order to give effect to such modification of the Bond Agreement, the Borrower and the Original Purchaser have requested the Issuer to (i) amend the Bonds (the “Amended Bonds”) and (ii) enter into a First Amendment to Bond Agreement (the “Amendment”); and

WHEREAS, it is a requirement of the Bond Agreement that any such amendment of the Bond Agreement be approved by the Issuer.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. Findings and Determinations.

It is hereby found and determined that under the provisions of Section 66.1103 of the Wisconsin Statutes, the Amended Bonds shall remain limited obligations of the Issuer, and the Amended Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. Approvals and Authorizations.

2.01. There is hereby approved the amendment by the Issuer of its Industrial Development Revenue Bonds, Series 2015 (OCS Plymouth, LLC), as set forth in the Amendment.

2.02. The Amendment is hereby approved. The Mayor and the City Clerk (or Deputy City Clerk) are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel.

2.03. The Issuer shall proceed to amend the Bonds, which Amended Bonds shall be in the form and upon the terms set forth in the Amendment, which terms are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk (or Deputy City Clerk) are authorized and directed to execute and seal the Amended Bonds as prescribed in the Amendment and to deliver them to the Paying Agent for authentication and delivery to the Original Purchaser.

2.04. The Mayor, the City Clerk (or Deputy City Clerk), and other officers of the Issuer are authorized to prepare and furnish to the Paying Agent and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amended Bonds, and such other affidavits and certificates as may be required by the Paying Agent and bond counsel to show the facts relating to the legality and marketability of the Amended Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.05. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.06. The Amended Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Amended Bonds, the Issuer has pledged and assigned to the Paying Agent, all of its right, title and interest in and to the trust estate described in the Bond Agreement, as amended.

Adopted: September 27, 2022

CITY OF PLYMOUTH, WISCONSIN

By: _____
Donald Pohlman, Mayor

Attest: _____
Brenda Hanson, Deputy City Clerk

CERTIFICATION BY CLERK OF THE CITY OF PLYMOUTH

I, Brenda Hanson, being first duly sworn, hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of Plymouth, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. ____ entitled:

RESOLUTION AUTHORIZING AMENDMENTS TO
\$10,000,000 CITY OF PLYMOUTH, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2015
(OCS PLYMOUTH, LLC) ISSUED ON JANUARY 28, 2015

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council of the Issuer at a meeting held at City Hall, 128 Smith Street, Plymouth, Wisconsin at ____ p.m. on September 27, 2022 at a regular meeting of the Common Council and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting Mayor declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name hereto on this 27th day of September, 2022.

CITY OF PLYMOUTH, WISCONSIN

[SEAL]

By: _____
Brenda Hanson, Deputy City Clerk

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: September 22, 2022

TO: Mayor and Common Council

FROM: Cathy Austin, Director of Public Works

RE: Approval of Agreement between the City of Plymouth and Estate of Dale Lengling (116 E Mill Street)

Background:

The owner (owner representative) of 116 E Mill Street (Cozy Bar) approached the City, regarding the collapsing of their north garage wall. The north wall of the garage (see "x" on below picture) was also serving as a retaining wall protecting City Hall property and the Police Department parking lot.



In the early 2000's, the City paid for and installed the retaining wall on the neighboring property to the east. The owner of 116 E Mill Street would like the City to share in cost of the new retaining wall as it benefits both properties.

The agreement also identifies that any retaining wall maintenance in the future will be the responsibility of the owner of 116 E Mill Street.

Finance and Personnel Committee discussed the retaining wall on May 31, 2022 and suggested the City enter into an agreement with the property owner.

To relieve safety concerns, the new retaining wall has been installed.

Recommendation:

To approve the retaining wall agreement between the City of Plymouth and the Estate of Dale Lengling.

**RETAINING WALL
AGREEMENT**

Document Number

THIS RETAINING WALL AGREEMENT (the "Agreement") is made by and between the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation, maintaining its principal office at 128 Smith Street, P.O. Box 107, Plymouth, Wisconsin 53073, hereinafter referred to as the "**GRANTOR**" and the **ESTATE OF DALE LENGING, THROUGH ITS PERSONAL REPRESENTATIVE, AMBER TELLEZ**, and, hereinafter referred to as "**GRANTEE**".

RECITALS

WHEREAS, GRANTOR is the owner of certain real estate located at 128 Smith Street in the City of Plymouth, Sheboygan County, State of Wisconsin, that is more specifically described as follows (the "Grantor's Property"); and

Lots 1, 2, 3, 4, 5, 6, 7, 15, and 16, and the North 4.5 feet of Lot 8 and the East 54 feet of the South Half of Lot 14, and the North Half of Lot 14, Block 12, Original Plat, City of Plymouth, Sheboygan County, Wisconsin;

EXCEPT the South 31.2 feet of the East 54.2 feet of Lot 14, Block 12, Original Plat, City of Plymouth, Sheboygan County, Wisconsin.

Parcel No. 59271-801740

WHEREAS, GRANTEE is the owner of certain real estate located at 116 East Mill Street 128 Smith Street and 102 East Mill Street in the City of Plymouth, Sheboygan County, State of Wisconsin, that is more specifically described as follows (the "Grantee's Property"); and

Part of the Original Plat of the City of Plymouth, being the East 1/2 of Lot 11 and the West 27 feet of the South 1/2 of Lot 14, all in Block 12 Original Plat in the City of Plymouth, Sheboygan County, Wisconsin subject to driveway over the North 5 feet of said Lot 11 and subject to other access easements of record.

Parcel No. 59271-801810

WHEREAS, GRANTEE will construct a retaining wall along the north line of Grantee's Property (the "Retaining Wall") and **GRANTOR** shall make a one-time payment to **GRANTEE** in the amount of Six Thousand and No/100 Dollars (\$6,000.00) for construction of the Retaining Wall; and

WHEREAS, construction of the retaining wall will increase the safety of both **GRANTOR** and **GRANTEE** parcels and improve aesthetics of the area.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GRANTOR** and **GRANTEE** do

Drafted By and Return To:

Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

hereby agree as follows:

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

2. **Construction, Repair and Maintenance of Retaining Wall.** **GRANTEE**, at its cost, shall construct the Retaining Wall no later than October 31, 2022. **GRANTOR** shall provide a one-time payment in the amount of Six Thousand and No/100 Dollars (\$6,000.00) to **GRANTEE** no later than September 30, 2022 towards construction and maintenance costs of the Retaining Wall. **GRANTEE** shall maintain the Retaining Wall in a structurally safe condition, which prevents erosion of and provides structural support to Grantor's Property. **GRANTEE** shall be solely responsible for the costs to repair, maintain and replace, when necessary, the Retaining Wall.

3. **Grant of Construction and Maintenance Easement.** **GRANTOR** does hereby grant, convey, and warrant to **GRANTEE**, a non-exclusive right, privilege, and easement on, over, and across the southern five feet of Grantor's Property lying immediately to the north of Grantee's Property (the "Easement Area") to permit **GRANTEE** and its agents, employees, and contractors to construct, reconstruct and maintain the Retaining Wall. **GRANTEE** and its agents, employees, and contractors shall have the right at all times to go upon the Easement Area herein described to inspect, maintain, repair, improve, and replace the Retaining Wall.

4. **Restoration of the Easement Area.** Upon completion of the construction, reconstruction and any maintenance, repair and/or replacement of the Retaining Wall or any other construction activities related thereto, **GRANTEE** shall, at its expense, repair and restore the surface of the Easement Area and surrounding area to its original condition which existed before commencement of the work.

5. **Hold Harmless and Indemnification Agreement.** **GRANTEE** shall indemnify and hold **GRANTOR** harmless from and against all loss, costs, injury, death, or damage to persons or property (including reasonable attorneys' fees and litigation expenses) that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with **GRANTEE**'s activities conducted on Grantor's Property regardless of the cause of injury, except to the extent caused by the negligence or misconduct of **GRANTOR**, its agents or employees.

6. **Default.** In the event **GRANTEE** defaults on any obligation required by this Agreement, and the default continues after written notice of default for a period of thirty (30) days or longer (provided, however, if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, **GRANTEE** shall not be in default if **GRANTEE** commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), then **GRANTOR** shall, in addition to any other remedies provided for at law or equity, be authorized to impose special charges against Grantee's Property pursuant to Wis. Stat. § 66.0627 or to exercise its police powers to levy special assessments against Grantee's Property pursuant to Wis. Stat. § 66.0703 for any and all reasonable and necessary costs and expenses incurred by **GRANTOR** to cure any **GRANTEE** default under this Agreement. **GRANTEE** shall pay and reimburse **GRANTOR** for all reasonable attorney's fees and costs incurred by **GRANTOR** to enforce the terms of this Agreement.

7. **Term.** This Agreement shall commence upon the date of the last signature and, except as otherwise herein provided, shall continue in perpetuity. The parties agree that, despite any provision of law or equity to the contrary, this Agreement shall continue in effect throughout its term, notwithstanding any default by any party hereto.

8. **Other Terms.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. This Agreement shall not be modified, amended, or supplemented, except by mutual written agreement executed by the parties hereto.

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

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

(d) **Survival.** All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the termination of this Agreement.

(f) **Waiver.** No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right to power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

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

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

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

If to **GRANTOR**:

Amber Tellez

If to **GRANTEE**:

City of Plymouth
Attn: City Clerk
128 Smith Street, P.O. Box 107
Plymouth, WI 53073

With a copy to:

City Attorney Crystal H. Fieber
CITY OF PLYMOUTH
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081

(j) **Change of Address.** Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this section. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the

previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

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

(l) Covenants Running With the Land. All of the easements, restrictions, covenants, and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective officers, employees, agents, successors, and/or assigns. The **GRANTOR** is authorized to record this Agreement in the Sheboygan County Register of Deeds' Office.

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

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

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

*[The rest of this page intentionally left blank;
Grantor's signature appears on the following page.]*

IN WITNESS WHEREOF, the **GRANTOR** and the **GRANTEE** execute this Agreement as of the date and year indicated below.

GRANTOR:

CITY OF PLYMOUTH

Dated: _____, 2022.

By: _____
Donald O. Pohlman, Mayor

Dated: _____, 2022.

By: _____
Brenda Hanson, Treasurer/Deputy-Clerk

AUTHENTICATION:

Signatures of Donald O. Pohlman, Mayor
and Brenda Hanson, Clerk authenticated
on _____, 2022.

Crystal H. Fieber

Title: Member State Bar of Wisconsin
State Bar No. 1061351

*[The rest of this page intentionally left blank;
Grantee's signature appears on the following page.]*

GRANTEE:

ESTATE OF DALE LENGING

Dated: _____, 2022.

Amber Tellez, Personal Representative

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 2022, Amber Tellez to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

R:\CLIENT\10745\00001\00150167.DOCX

Memorandum

To: Plymouth Common Council

From: Ryan Pafford

CC: Timothy Blakeslee

I would like to introduce the City of Plymouth Mayor and Common Council to the Plymouth Fire and Rescue Cadet Program.

The cadet program that is being presented to the council is like many others throughout the country. It serves as a way to recruit future firefighters or emergency medical responders to serve their community. The program applies to high school-age students between the ages of 14-18 to be introduced to public service and public safety. This could be thought of in the same way as an apprenticeship. Cadets will learn the basics of being a firefighter and/or emergency medical responder under the supervision of the officers and firefighters.

In the United States, 67% of firefighters are volunteers. One of the most challenging parts of public service is being able to recruit and retain personnel. This program has been successful in other communities in providing successful recruitment. Being able to retain fire and EMS personnel provides a safer community for the people who live and visit Plymouth.

Plymouth Fire & Rescue



Cadet Program

General Comments

This manual sets forth the procedures and goals for all members of the Fire Cadet Program of the Plymouth Fire Department.

The goal of the Plymouth Fire Department is to help members of the Fire Cadet Program in refining their abilities to make responsible decisions and become wiser young adults. Plymouth Fire Department will provide guidance to the Cadets of this program.

This guidance will provide the Cadet with the general knowledge of fire science and the roles of the firefighter. They will also be taught the hazards of firefighting and how to deal with these hazards with safety in mind.

The role of the Plymouth Fire Department is to provide the youth of our community the opportunity to experience a professional field in which they might choose to pursue a career in the future; whether it be a paid firefighter or a volunteer.

This program will provide the operational guidelines and the skills needed for any young adult to prepare themselves to become a regular firefighter in any volunteer or career fire department.

GENERAL GUIDELINES OF THE FIRE CADET PROGRAM

General

Each cadet will be responsible for familiarizing himself or herself with this manual. They will be required to follow and perform all duties as outlined in these guidelines. Any failure to do so may result in disciplinary action or dismissal from the Fire Cadet Program.

Requirements for Membership

1. Applying Cadets will be at the minimum in 8th grade and 14 years old.
2. Be in good health.
3. Must complete the Membership Application and Parent/Guardian Consent Form.
5. Must be physically able to perform the duties of a Fire Cadet.
6. Must be able to follow strict orders.
7. Must provide proof the Cadet maintains a C grade average or better while attending school. If the Cadet does not maintain grade requirements at any time, they will be placed on inactive status until grades are raised.
8. Must live within 15 miles of the City of Plymouth corporate limits.
9. Must attend an orientation with parents/legal guardians present.
10. Parents/Guardians will be required to submit a letter explaining why they believe this would be an important step in their child's life.
11. Children of current Firefighters and EMTs will have first preference.
12. All enrolling Cadets must be enrolled in school. Any active cadet that drops out of school before high school graduation will be automatically removed from the Cadet program.

Attendance

No Cadet shall miss more than three (3) consecutive drills without the consent of the Cadet Officer and Committee. If a Cadet does miss three (3) or more consecutive drills they will be placed up for review by the Cadet Committee.

CADET guidelines

General

1. Cadets will not receive keys or key fobs to the fire station. Minors are not allowed in city-owned buildings without adult supervision.
2. Cadets are not allowed to attend department association meetings.
3. Cadets are permitted to attend parades, public relations events, training with other agencies, etc. subject to the Fire Chief's approval.
4. Family, school, athletics, community programs, etc. all come before the Cadet Program and Fire Department events. Cadets should not feel bad about missing a department activity when any of these things are occurring. They must contact either the Cadet Officer or one of the members of the Cadet Committee and advise them that they will not be attending the drill.
5. Pagers are not allowed to be carried in school.
6. Cadets are not allowed to leave or miss school for a fire call or drill.
7. On the night before school, Cadets are allowed to be at fire calls or department activities until 9 pm. All other nights Cadets are allowed to be at fire calls or department activities until local curfew ordinances. Cadets that have a parent present on the scene or at drill will be allowed to stay as long as their parent assumes the responsibility for the Cadet.
8. Cadets are allowed to have fire department apparel; however, they must remember that when they wear the apparel, they are representing the pride, honor, and reputation that our fire department is held to and strives to maintain. If this is not upheld, a Cadet may be removed from the Cadet Program and will be asked to return their apparel.
9. Any Cadet may be brought up for review and possible disciplinary action up to and including removal from the Cadet Program for violations of the Cadet Program requirements. The review will be held by the Cadet Committee. Their recommendation and reasoning behind their final findings/decision will be presented to the Fire Chief and management team in a closed-door meeting. The final decision will come from the Chief after consultation with the Cadet Committee.
10. A parent/guardian of a Cadet can remove their child from the program at any time without giving a reason. The Cadet Committee hopes that the parent would meet with the Fire Chief and explain any concerns or praises that they have with the program.
11. A Cadet turning 18 years of age will not automatically become a member of the Plymouth Fire Department. The Cadet will have to go through the standard hiring process that City of Plymouth employees goes through. This will include an 18-month probationary period to complete the required training.

Responding

1. Cadets will be permitted to respond to emergencies with the Plymouth Fire Department and participate in drills. (Except during school hours)
2. When Plymouth Fire Department is dispatched, Cadets may respond to the station obeying all posted traffic laws.
3. Cadets will not be allowed to use any form of emergency lighting in any way or form.
4. Cadets' primary vehicle of transportation to a scene will be in the back seat of Command 1.
5. Cadets will be permitted to ride in department vehicles to emergency and non-emergency scenes in C1, Engine 6, or Engine 20. Riding in Engine 6 and Engine 20 will only be permitted if no other Firefighters are present to occupy those seats and as long as a fire officer permits them to fill a seat on the Engine.
6. Cadets are not permitted to respond with Rapid Intervention Team (RIT) but are allowed to respond to the station.
8. Cadets will only be allowed to respond to Mutual Aid calls if C1 is responding, or if Engine 6 or 20 responds and no Firefighters are present to fill the seat along with permission from the Fire Officer.

On Scene Responsibilities

1. At emergency scenes, Cadets will stay with the vehicle they arrive on unless instructed by an Officer to complete a minor task or to relocate to a safe area to have a better view of the scene.
2. When the scene is considered safe, Cadets will be allowed to assist in any exterior task that needs to be done under the direct and continuous supervision of an Officer or appointee.
3. Cadets will not be permitted to do any interior firefighting or be involved in any rescue situation. Cadets are allowed to watch from a safe distance when designated by an Officer.
4. Cadets will, at all times, obey the supervising Officer's commands.

Injuries

1. Any Cadet who is injured in connection with any Plymouth Fire Department function, shall report such injury to an Officer of the Plymouth Fire Department. All injuries must be reported immediately.
2. If injured while participating in the program, Plymouth Fire and the City of Plymouth, along with any employee of the City of Plymouth are not liable for any medical costs that are incurred.

Personal Protective Equipment

1. Cadets will be issued full turnout gear, helmet, pager, safety vest labeled “Cadet”, and accountability tags.

Chain of Command

If any Cadet, or parent/guardian of a Cadet, has a problem, complaint, or disagrees with something, it will be handled through the Chain of Command. This Chain of Command will be used and followed at all times by Cadets of the Program. The Chain of Command is as follows:

1. **Cadet Committee Member**
2. **Cadet Officer**
3. **Fire Chief**

Drill Topics

The Cadet Officer and Committee will be responsible for all drill topics. They may ask for assistance from any Volunteer or anyone else qualified to complete the topic. The topics covered are here to assist in the preparation for formal schooling at an accredited college or learning center.

Plymouth Fire Department is not an accredited training/certification center and is not affiliated with a college or learning center

As a guideline, the following are offered as suggested training classes for the Fire Cadet Program:

1. Fire Behavior
2. Communications
3. Ropes and Knots
4. Rescue Operations
5. First Aid/Rehab
6. Forcible Entry
7. Ventilation
8. Fire Inspection
9. Automatic Sprinklers
10. Salvage and Overhaul
11. Breathing Apparatus (for example, air pack)
12. Fire Hose and Fire Streams
13. Fire Ground Ladders
14. Natural Ground Cover Fires (for example, grass fires)
15. Hazardous Materials
16. Vehicle Rescue
17. Water/Ice Rescue

CADET FILES

Cadet files will be maintained for each Cadet by the Cadet Officer and kept in the Fire Chiefs' office. These files will be available for review by individual Cadets and/or the Fire Chief or Committee. At no time will these files be viewed by any other member of this program.

The founders and supporters of this program want the Cadets to have fun and enjoy this program but also understand that firefighting is serious and dangerous work. It is also hoped that each Cadet can always be proud of his or her accomplishments within the Fire Cadet Program.

BE PROUD YOU ARE A CADET