

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, JANUARY 28, 2025 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, January 14, 2025**
 - B. Approve City and Utility Reports:**
 - I. Electric, Water and Sewer Sales Report – December 2024**
 - II. Utility Related Write Offs for January 2025 - \$3,155.36**
 - C. Minutes acknowledged for filing - Library Board: December 2 - Public Works & Utilities: January 14 – Committee of the Whole: January 14**
 - D. Approve Stormwater Drainage Facilities Maintenance Agreement Between The City of Plymouth, Wisconsin and Weber Properties LLC, Weber Family Station LLC**
- 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. Resolution No. 1 of 2025 Creating the Ad Hoc Library Repair, Renovation, and Expansion Committee – Tim Blakeslee, City Administrator / Utilities Manager**
- 7. New Business:**
 - A. Discussion and Possible Action for Professional Services with MC & E in the amount of \$38,574.00 – Tim Blakeslee, City Administrator / Utilities Manager**
 - B. Discussion and Possible Action of the First Amendment Agreement for the Sugar Shack at City Park – Tim Blakeslee, City Administrator / Utilities Manager**
 - C. Discussion and Possible Action to Award the RAS Pump Replacement to Crane Engineering in the amount of \$27,438.31 – Cathy Austin, Director of Public Works**

- D. Discussion and Possible Action to Award the Blower Replacement at the Waste Water Treatment Plant to Vacuum, Pump and Compressor, Inc in the amount of \$58,280.00 - Cathy Austin, Director of Public Works.**
- E. Discussion and Possible Action of Farmland Use Lease Agreements – Tim Blakeslee, City Administrator / Utilities Manager**
- F. Discussion and Possible Action of Council Date Change February 25, 2025 to February 27, 2025 – Tim Blakeslee, City Administrator / Utilities Manager**

8. Adjourn to 7:00 PM on Tuesday, February 11, 2025

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

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

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, JANUARY 14, 2025 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, Greg Hildebrand, Diane Gilson, John Binder, Dave Herrmann, John Nelson, Mike Penkwitz, and Jeff Tauscheck. Also present: City Administrator/Utilities Manager Tim Blakeslee, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, Electrical Operation Manager Ryan Roehrborn, Assistant Administrator/Community Development Director Jack Johnston 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 Herrmann/Hildebrand to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
 - A. **Approve minutes of the meeting held December 10, 2024**
 - B. **Approve City and Utility Reports:**
 - I. **List of City & Utility Vouchers dated 12/1/24 – 12/31/24**
 - II. **Electric, Water and Sewer Sales Report – November 2024**
 - III. **Utility Related Write Offs for December – \$2,580.94**
 - C. **Minutes acknowledged for filing – Police & Fire Commission: December 3– Plan Commission: December 5 – Committee of the Whole: December 10**
 - D. **Building Report for December 2024 – 16 permits at \$24,184,934**
 - E. **Approve Lead Lineman Job Description**
 - F. **Approve Stormwater Drainage Facilities Maintenance Agreement Between The City of Plymouth, Wisconsin And Landing At Hub City LLC**
4. **Audience Comments:** Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting: None
5. **Items removed from Consent Agenda:** None
6. **Public Hearing followed by Discussion and Action:**
 - A. **Ordinance No. 1 An Ordinance Amending Section 13-1-75 of the General Code of Ordinance of the City of Plymouth, Wisconsin Regarding Detached Heating Systems** – Mayor Pohlman opened the public hearing at 7:02 PM. City Administrator / Utilities Manager explained detached heating systems are not currently regulated when attached to structures that are unsuitable for human habitation for example a pool based on the definition of such a system in municipal code. To install a detached heating system, there are requirements; it must be manufactured, must meet code requirements, but also must meet distance requirements from other properties. The distance

requirements limit the ability to have such systems near other homes. In July 2024 a resident raised concerns about a detached heating system in their neighborhood being used to burn wood constantly to heat a pool causing constant smoke in the area. Alderperson Nelson requested that this item be placed on the Committee of the Whole Agenda for discussion. The Committee did refer to Plan Commission since it is a zoning code Ordinance and Plan Commission and unanimously recommended the Ordinance to Council. Blakeslee stated the only change is instead of regulating for habitable home it will regulate for all detached outdoor heating systems. Alderperson Nelson stated that it makes sense to him if a structure that's burning wood is limited because weather it is providing heat for a home or pool the smoke is a nuisance and that's why he thinks a good idea to include it for uses on a property. Alderperson Hildebrand stated that this doesn't apply to fireplaces and wood burning apparatuses that have gotten building permits in the past and are grandfathered in. Hildebrand investigated if the resident with the wood burner for his pool got a building permit. He did not pull a permit so when it comes to this Ordinance it doesn't come into play for him anymore. Blakeslee added if there was an item already in place that was correctly permitted because it's a zoning code it would be grandfathered, in this case there was not a permit pulled. With no other comments the Mayor closed the public hearing at 7:06 PM. Motion was made by Nelson/Tauscheck to approve Ordinance No. 1 regarding Section 13-1-75(f) regarding detached heating systems. Upon the call of the roll, all voted aye. Motion carried.

- B. Ordinance No. 2 An Ordinance Amending the City of Plymouth, Wisconsin Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map by Changing Property from Commercial to Residential (Parcel # 59271821077)** – Mayor Pohlman opened the public hearing at 7:07 PM. City Administrator / Utilities Manager stated Ordinance No. 2 and Ordinance No. 3 are related to parcel # 59271821077 situated south of Jimmy John's, Scooter's and Advanced Auto Parts. Plankview Green Development, LLC has submitted the request for rezoning and comprehensive plan amendment to support future multi-family residential project. The current future land use map designates this parcel as Commercial. Plankview Green Development, LLC seeks an amendment to reclassify the parcel as Residential. The parcel is also currently zoned B-3 Highway Business, and the request is to rezone it as R-6 High-Density Multi-Family Residential. Kevin Sande stated he is concerned with the increased traffic in the area from the new developments. He stated there is going to be an extra 500-600 cars on the street in Plymouth and wants to know what the traffic plan is for having more vehicles. With no other comments the Mayor closed the public hearing at 7:12 PM. Motion was made by Binder/Tauscheck to approve Ordinance No. 2 An Ordinance Amending the City of Plymouth, Wisconsin Comprehensive Plan Existing Land Use Map and Future Land Use Plan Map by Changing Property from Commercial to Residential (Parcel # 59271821077). Upon the call of the roll, all voted aye. Motion carried.
- C. Ordinance No. 3 An Ordinance Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271821077)** – Mayor Pohlman opened the public hearing at 7:14 PM. With no comments the Mayor closed the public hearing at 7:15 PM. Motion was made by Tauscheck/Matzdorf to approve Ordinance No. 3 An Ordinance Amending

Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271821077) Upon the call of the roll, all voted aye. Motion carried.

7. New Business:

A. Discussion and Possible Action of Ski Hill Construction Passthrough Agreement with County DPW / CCWP / and City of Plymouth – City Administrator / Utilities Manager Blakeslee explained at the Council meeting on November 12, 2024, the City entered into an Exclusive License Agreement with Cheese Capital Winter Park, Inc (CCWP) to provide winter recreational activities at Nutt Ski Hill. Sheboygan County has agreed to support earthwork and construction for the Ski Hill. However, the County can only directly contract with municipalities. This amendment to the license agreement with the CCWP specifies that the City will directly contract with the County and the Ski Hill group will provide funds in advance to an escrow account. The County will bill the City of Plymouth during the project, and the City will reconcile expenses with CCWP following construction. Motion was made by Tauscheck/Herrmann to approve the first amendment to Exclusive License Agreement for Nutt Ski Hill. Mayor Pohlman asked as a passthrough from the County to the Ski Hill Group is the City liable for any unpaid or uncomplete work? Blakeslee answered that the City wouldn't be liable it would be all on the CCWP. Upon the call of the roll, all voted aye. Motion carried.

8. Entertain a Motion to go into Closed Session for the following: Motion was made by Hildebrand/Tauscheck to go into Closed Session. Upon the call of the roll, all voted aye. Motion carried.

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 – Substation

AND

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

9. Entertain a motion to go into open session: Motion was made by Gilson/Tauscheck to go into open session. Upon the call of the roll, all voted aye. Motion carried.

10. Discussion and possible action on Closed Session Item: Motion was made by Hildebrand/Tauscheck to deny the bartender license for Amber Greyn. Upon the call of the roll, all voted aye. Motion carried.

11. **Adjourn to 7:00 PM on Tuesday, January 28, 2025:** Motion was made by Herrmann/Tauscheck to adjourn the meeting. A unanimous aye vote was cast, motion carried.

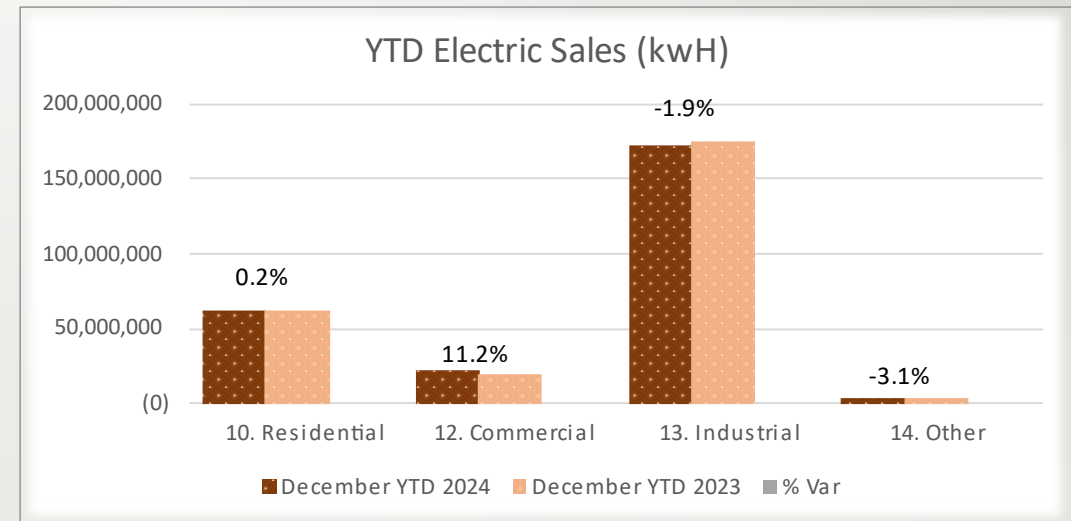
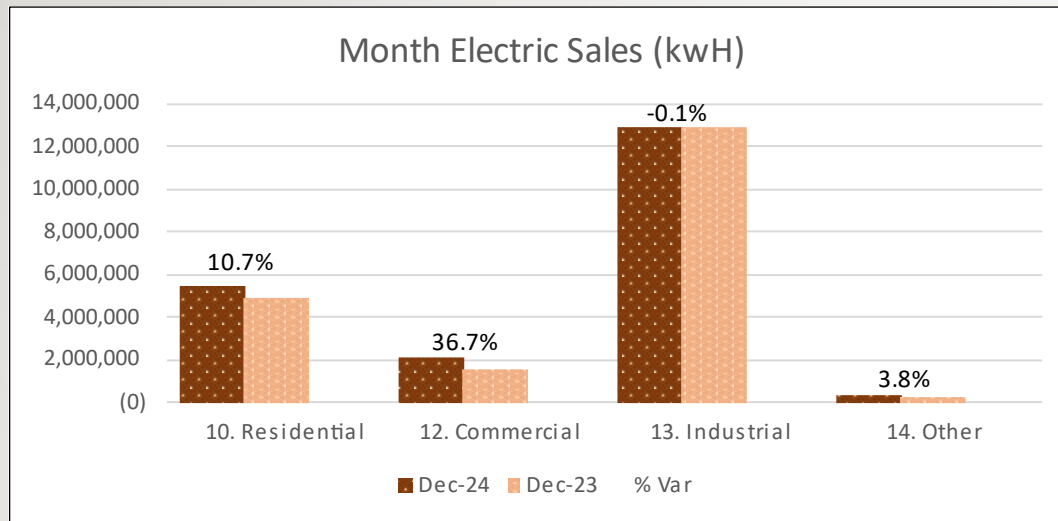


Plymouth Utilities

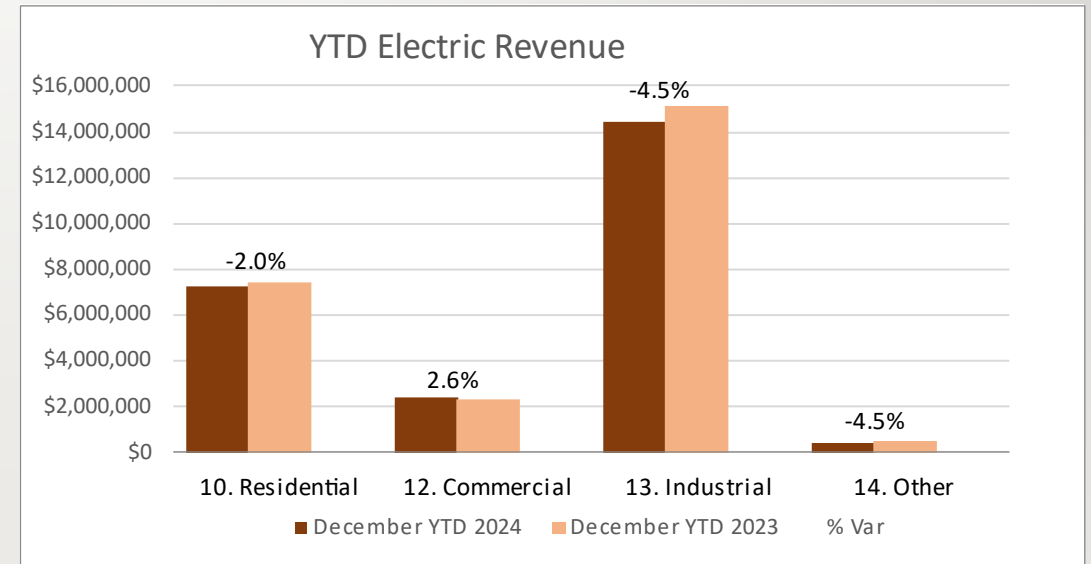
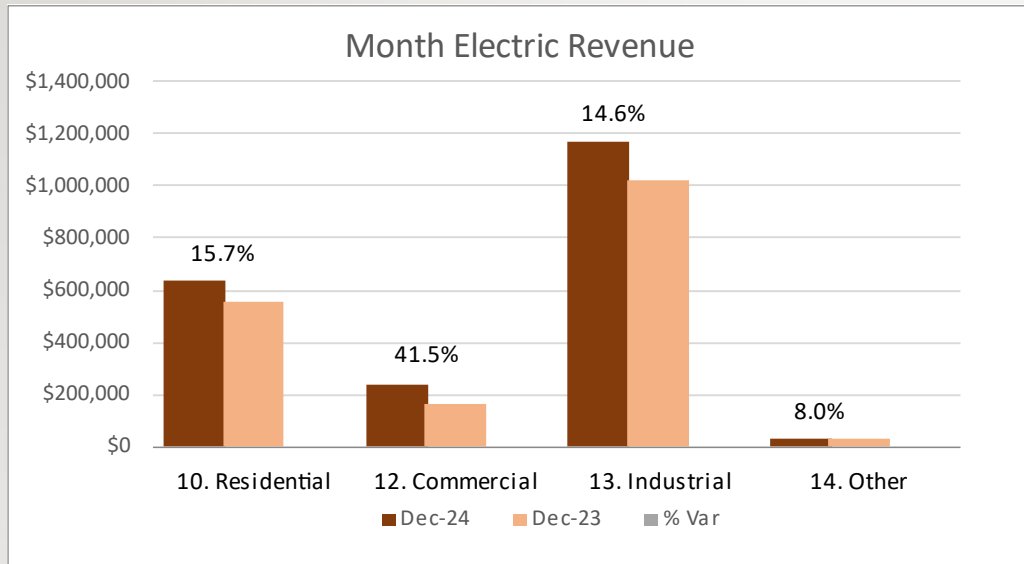
DECEMBER 2024

SALES & REVENUE

DECEMBER 2024 Electric Sales

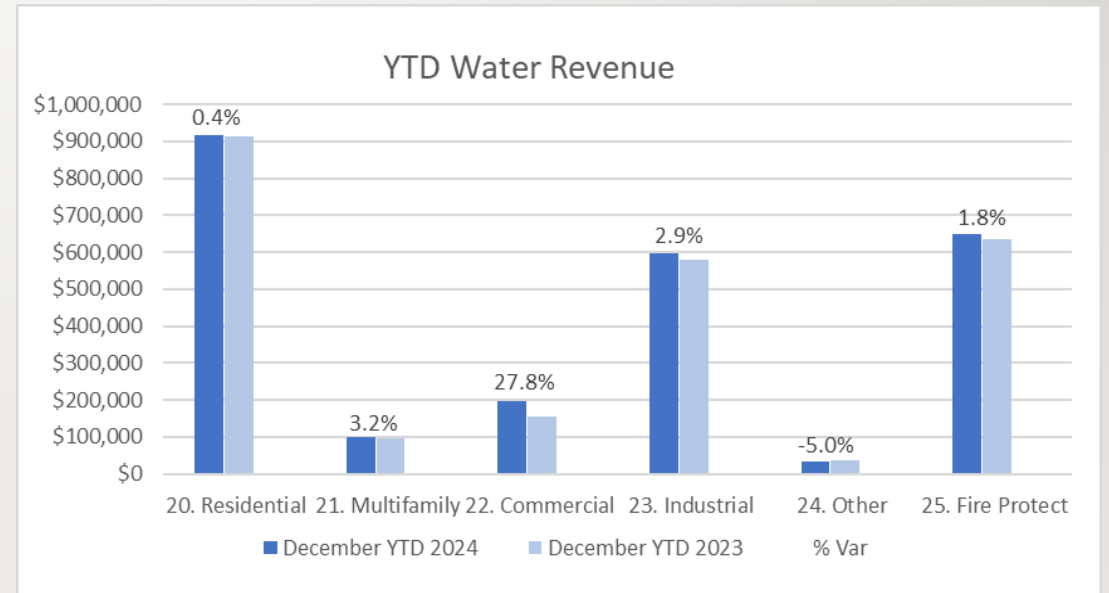
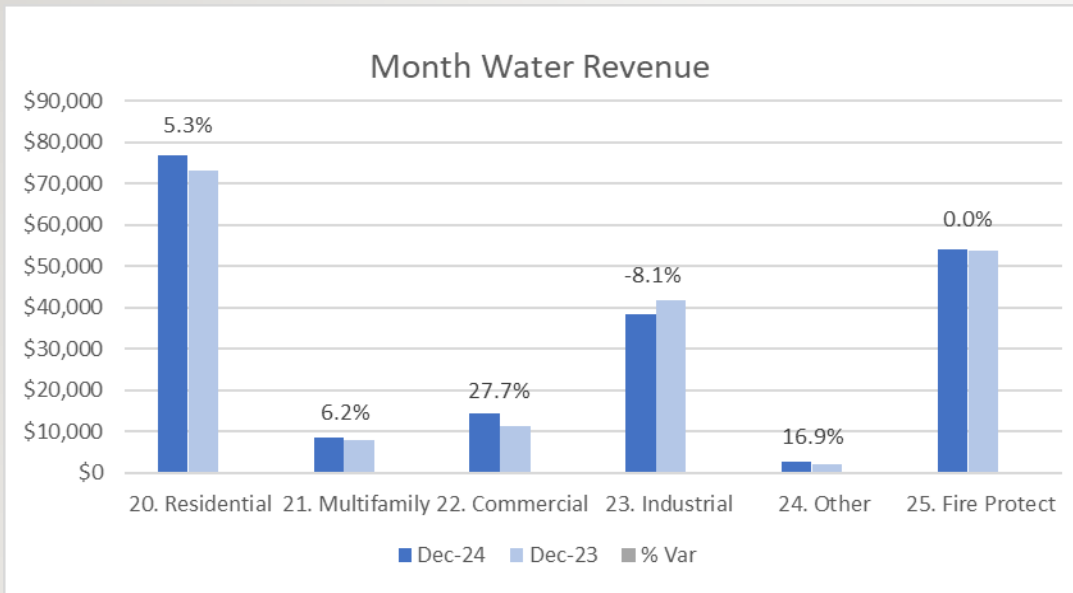


DECEMBER 2024 Electric Revenue

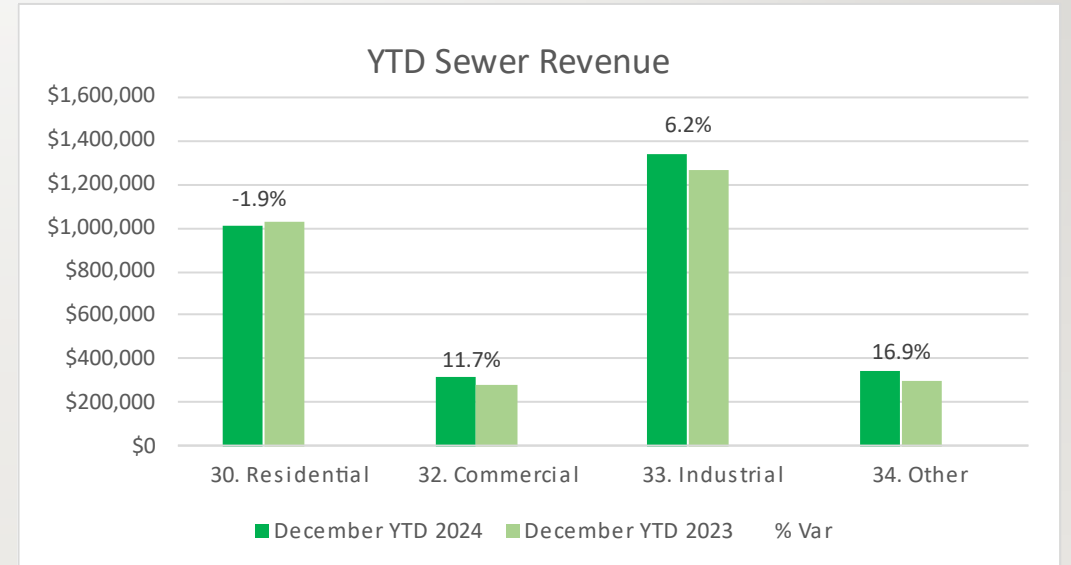
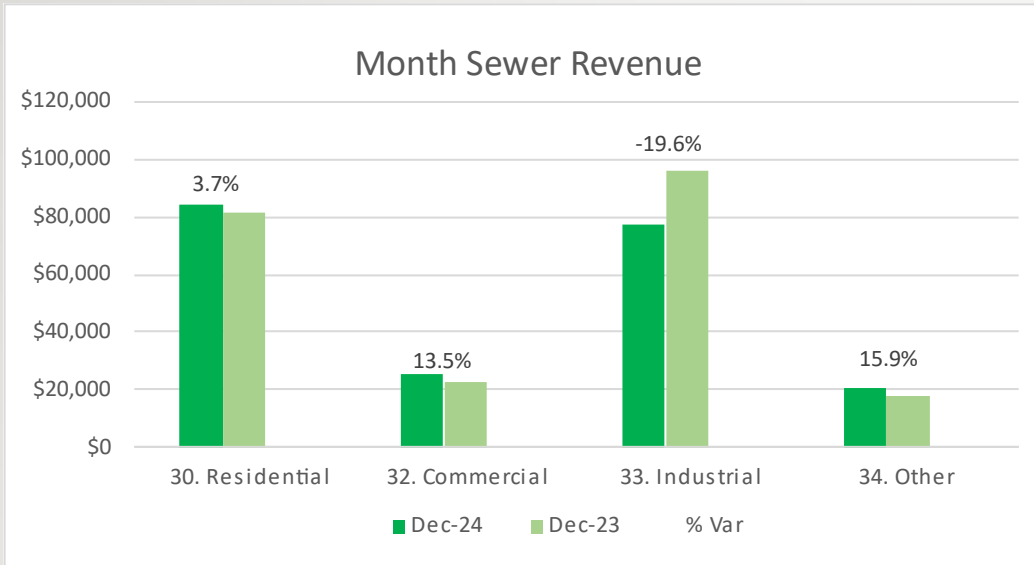


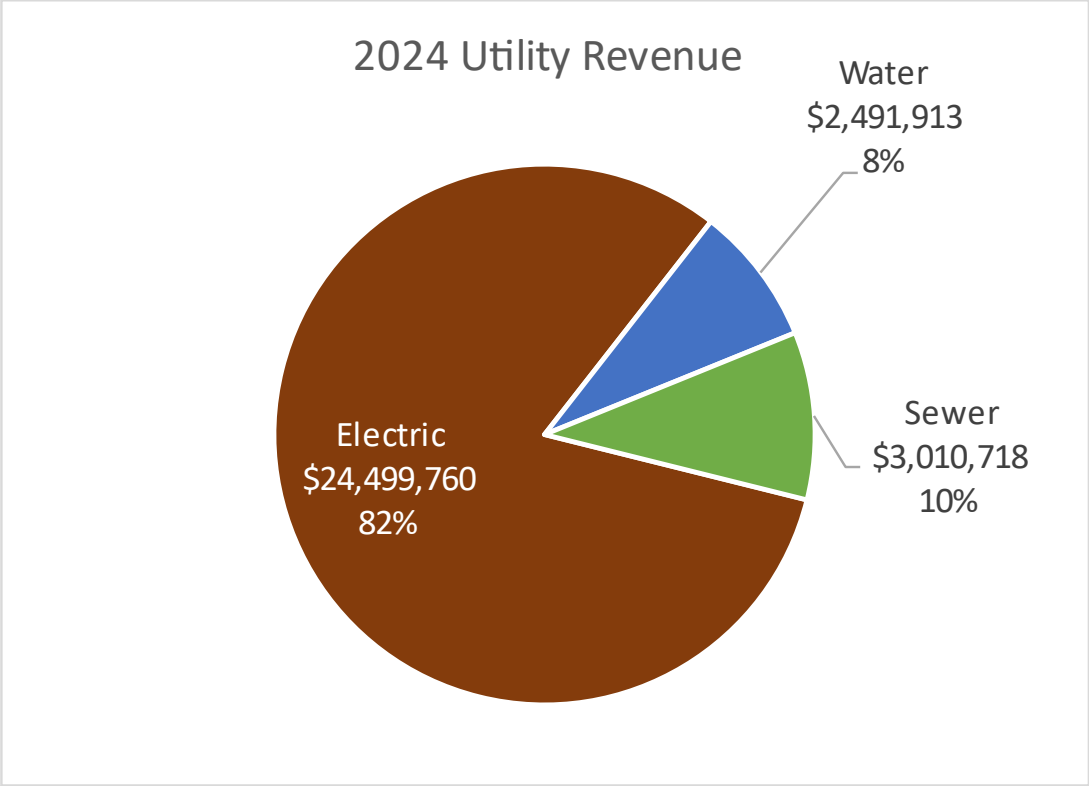
Overall revenue is down from 2023 as a result of reduced PCAC rates. In turn, Purchase Power expense is down.

DECEMBER 2024 Water Revenue



DECEMBER 2024 Sewer Revenue

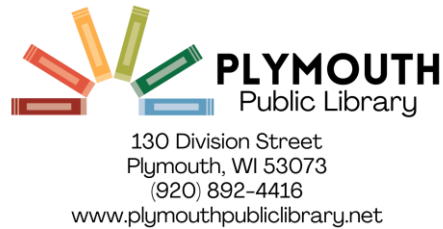




Report Criteria:

Selected types: Write Off

Name	Customer Number	Type	Reference Number	Description	Source ID	Check Number	Amount	Msg	Service
Write Off									
01/16/2025									
CASTER, ZACHARY	13.87.06700.17	Write	1	WRITE-OFF IN-HOUSE			40.94-	M	Multiple
FOLARIN, SAMSON	6.88.35742.29	Write	2	WRITE-OFF SDC			673.10-	M	Multiple
GOLL, DEBORAH	16.88.32355.16	Write	3	WRITE-OFF SDC			84.78-	M	Multiple
HANG, PANG	6.88.65341.12	Write	4	WRITE-OFF SDC			166.04-	M	Multiple
KOCH, TERRY R	17.87.02298.20	Write	5	WRITE-OFF IN-HOUSE			51.72-	M	Multiple
KURTZ, JAMES	11.87.24888.34	Write	6	WRITE-OFF SDC			273.49-	M	Multiple
SMARTSKY NETWORKS L	19.88.11575.01	Write	7	WRITE-OFF SDC			293.93-	M	Multiple
LOOMIS, ERIC	9.88.50121.22	Write	8	WRITE-OFF SDC			286.38-	M	Multiple
LUNSFORD, VICKIE	8.88.38822.12	Write	9	WRITE-OFF SDC			310.32-	M	Multiple
MARTIN, DOMENIKO	10.88.34183.32	Write	10	WRITE-OFF SDC			525.64-	M	Multiple
MILLER, ALICIA	6.88.65552.32	Write	11	WRITE-OFF SDC			449.02-	M	Multiple
Total 01/16/2025:							<u>3,155.36-</u>		
Total Write Off:							<u>3,155.36-</u>		
Grand Totals:							<u>3,155.36-</u>		



**PLYMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
December 2, 2024**

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

Public Comment and Correspondence

There was no public comment or correspondence.

Motion by A. Matzdorf, second by M. Hummitzsch to approve the minutes with revisions of the November 4, 2024 meeting. Motion passed unanimously.

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

Director L. Jochman reviewed some highlighted items on her monthly report. This included experience passes and seasonal patrons, a mobile app template, and a Monarch Library System survey.

Unfinished Business

The board discussed continued next steps for the library expansion project and priorities moving forward. Maintaining the Carnegie side of the building while updating the entrance was discussed. The need for outdoor programming space as a lower priority was discussed.

Director L. Jochman updated the board that the next steps for the 2025 budget was approved by the Common Council.

New Business

Director L. Jochman presented information on the rise in cost of Hoopla digital. She presented possible options to manage the cost. Motion by M. Hummitzsch to lower the checkout limit from 5 to 3 in January, second by M. Kaczkowski. Motion passed unanimously.

Director L. Jochman presented the annual contribution from the Library Foundation in 2025 and potential projects for funding. Projects included a microfilm machine and piloting access to Kanopy digital video streaming. Motion by S. Gloede to spend the funds on a Microfilm Machine and Kanopy Streaming, second by M. Hummitzsch. Motion passed unanimously.

Director L. Jochman will email the board the Strategic Plan activities in 2025 for them to review.

Director L. Jochman presented an art print that was donated by a patron. Motion by A. Matzdorf to reject the donation, second by S. Britt. Motion passed. (5 ayes, 1 nay – B. McKnight)

Motion by S. Britt to enter closed session to discuss legal counsel concerning strategy with respect to litigation in which it is or is likely to become involved regarding an employment claim, second by M. Katzkowski. Motion passed unanimously.

Motion by S. Britt to enter open session, second by S. Gloede. Motion passed unanimously.

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

Submitted by, Leslie Jochman
Library Board Secretary

**PUBLIC WORKS & UTILITIES COMMITTEE OF
THE PLYMOUTH COMMON COUNCIL
CITY OF PLYMOUTH, WISCONSIN**

TUESDAY, JANUARY 14, 2025

UNOFFICIAL MINUTES

- 1. Call to Order & Roll Call:** Chairperson Hildebrand called the meeting to order at 6:15 PM. On the call of the roll, the following members were present: Mayor Pohlman, David Herrmann, Greg Hildebrand, John Binder, and Angie Matzdorf. Others present were Alderperson Diane Gilson, Alderperson Jeff Tauscheck, Alderperson Mike Penkwitz, Alderperson John Nelson, Electrical Operation Manager Ryan Roehrborn, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Assistant Administrator/Community Development Director Jack Johnston, Director of Public Works Cathy Austin, HR Specialist Leah Federwisch, and City Clerk Anna Voigt.
- 2. Approval of July 9, 2024 Meeting Minutes:** Motion was made by Binder/Matzdorf to approve the minutes from July 9. A unanimous aye vote was cast. Motion carried.
- 3. Discussion and Possible Recommendation for Lead Lineman Job Description:** Blakeslee explained that one of the four strategic goals of the 2023-2026 Strategic Plan is Workforce Recruitment and Retention. A series of departures in the Electric Department prompted staff to initiate the compensation and classification study. These departures also highlighted the need to explore additional opportunities for internal growth within the department. Exit identified growth potential as a significant concern for employees at the Journeyman level, aside from compensation. In response, staff recommends creating two Lead Lineman positions. This proposal does not involve adding new positions or increasing the number of employees but rather promotes two Journeymen to crew leader roles. Binder asked if there are 2 crews and when someone reaches this position. Roehrborn stated that when they are full there are 3 crews. There are a few a people who are doing extra responsibility that will now be recognized. Motion was made by Matzdorf / Herrmann to recommend Council approve the Lead Lineman Job Description. Upon the call of the roll, all voted aye. Motion carried.
- 4. Update on Rapid Flashing Beacons Project:** City Administrator/Utilities Manager gave and updated on the Rapid Flashing Beacons. In 2023 the Public Safety Committee recommended that Council approve two sets of RFBs one to be installed at Eastern Ave. and South St. and another at Eastern Ave and N Bruns Ave. As part of the 2024 Capital Improvement Plan \$15,000 was allocated to purchase and install a solar-powered, push-button-activated RFB pedestrian crossing sign as a pilot program. The installation at Eastern Ave and South St. has been completed. The engineering for the RFB at Eastern Ave and N Bruns Ave proved more complex than initially anticipated. The project is scheduled to start this summer.
- 5. Adjournment:** Motion was made by Herrmann/Binder to adjourn the meeting at 6:20 PM. A unanimous aye vote was cast. Motion carried.

CITY OF PLYMOUTH, WISCONSIN
TUESDAY, JANUARY 14, 2025 COMMITTEE OF THE WHOLE MEETING
COUNCIL CHAMBERS
CITY HALL, 128 SMITH STREET

UNOFFICIAL MINUTES

1. **Call to Order and Roll Call:** Mayor Pohlman called the meeting to order. On the call of the roll, the following were present: Diane Gilson, Jeff Tauscheck, Dave Herrmann, Angie Matzdorf, Mike Penkwitz, John Nelson, Greg Hildebrand, and John Binder. Also present: City Administrator/Utilities Manager Tim Blakeslee, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, Electrical Operation Manager Ryan Roehrborn, Assistant Administrator/Community Development Director Jack Johnston and City Clerk Anna Voigt.
2. **Approve the Minutes from December 10, 2024:** Motion was made by Nelson/Penkowitz to approve the minutes from December 10. A unanimous aye vote was cast. Motion carried.
3. **Initial Discussion on Dogs in Parks:** Police Chief Ruggles explained that is currently City's practice to allow dogs in parks. The City has constructed a dog park at Stayer park and have dispensers for bags to help people clean up after the dogs. Unfortunately, the City's Ordinances are out of date when it comes to dogs. There are two sections in the ordinance that restricting dogs in city parks. This places the Police Department in a no man's land regarding enforcement. There haven't been to many complaints regarding dogs in parks. The complaints are usually not related that the dogs are in the park, but the behavior of the dog in the park. Staff recommends changing the two sections to allow canines in city parks provided the dogs are kept on leashes and prohibited from harassing, biting or interfering with other visitors within the park. Mayor stated he can see where the Police Department is in a quandary of enforcing the code. It can be confusing to the department and to the public. Mayor asked if the in dog park they could still let the dogs off the leash since it is fenced in? Ruggles stated yes he would agree it could be an exception. Some of the wording needs to be finalized by the attorney. Blakeslee added once staff gets direction from the committee will move forward with Attorney Fieber to create an Ordinance to present to Council. Hildebrand agreed that they should be able to run in the dog park as long as they are being watched. Matzdorf asked if it is in the budget to have more signage at the parks? Blakeslee stated currently it is not in the budget but if it is needed staff can price it out and present it to Council. Matzdorf asked if dogs will be allowed in cemeteries also? Ruggles stated that the intent is to only change the Ordinance for city parks. He added its up to the committee if it should be added. Gilson asked if the dogs will be muzzled? Ruggles stated it is currently ordinance that dangerous dogs be muzzled when off the owner's property. If a dog is deemed vicious it is not allowed in the City of Plymouth. Nelson suggested the dogs only stay on the paved paths in cemeteries. Penkwitz asked if dogs should stay on paved paths in parks in case of a dog biting someone. Ruggles stated if the was deemed vicious or dangerous it would be up to the dog owner to muzzle the dog whenever it leaves the owners property. Penkwitz asked what if the dog bites someone while leashed in the park. Ruggles stated that it would be handled the same way if the dog was walking on the sidewalk with the owner, the dog would be in violation of the vicious dog ordinance. The owner is liable for the dog. Starker explained the process of a vicious vs dangerous dog if they bite someone. Penkwitz asked if there were a lot of report of dog bites? Ruggles stated no there are not a lot. Ruggles added a

comment about grassy areas vs paved areas. He stated that many dog owners take dogs to the park specifically to get them off paved surfaces like sidewalks. Starker added Thursday nights during the band people have their dogs and limiting dogs to the paved path might hurt attendance. Ruggles added that they would like to continue the exemption for service animals. Matzdorf asked if the ordinance will have a certain length for the leashed dogs? Ruggles stated yes, it is already stated in ordinance for 6 ft unless deemed dangerous then it shortens to 4 ft. Hildebrand suggested having exceptions in the ordinance regarding cemeteries for example when there is a funeral or a visitation, they can go off the paved path. Binder asked what the definition of leash is? If someone brings their dog to the park to play frisbee golf can someone tie the dog to a tree and go about their game? Ruggles stated it needs to be leashed under the control of a person. The leashed section of the ordinance requires it to be under the control of a person who is capable of controlling that dog. Matzdorf added the Council can revisit the ordinance if people aren't picking up after their dogs or something needs to be changed. Mayor Pohlman stated the ordinance will come back to Council at a later date.

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

Document Number

**STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT
BETWEEN THE CITY OF PLYMOUTH,
WISCONSIN AND**

This Stormwater Drainage Facilities Maintenance Agreement (the "Agreement"), effective as of the last date of execution is entered into between the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "**CITY**", and Weber Properties LLC, Weber Family Station LLC, hereinafter referred to as the "**OWNER**", collectively referred to as the "Parties".

WITNESSETH

Weber Properties LLC
Weber Family Station LLC
WHEREAS, Weber Family Station LLC is the **OWNER** of real estate legally described on **Exhibit A**, attached hereto and incorporated herein, in the **CITY** of Plymouth, Sheboygan County, State of Wisconsin, hereinafter referred to as the "Real Estate"; and

Name and Return Address:

WHEREAS, the **CITY**, the **OWNER**, and the **OWNER'S** successors and assigns, including any **OWNERS'** association, agree that the health, safety and welfare of the residents of the **CITY** of Plymouth, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the post construction runoff permit under section 16-2-9 of the **CITY** of Plymouth Code of General Ordinances, [the Conditional Use Permit] [and the Development Agreement] (hereinafter referred to as "Stormwater Management Facilities") be designed, constructed and maintained on the Real Estate to properly manage stormwater runoff in accordance with Title 16, Chapter 2, Post Construction Stormwater Management of the Code of General Ordinances for the City of Plymouth, as may be amended from time to time and [the Conditional Use Permit] [the Development Agreement] and this Agreement; and

WHEREAS, the **CITY** requires that the on-site Stormwater Management Facilities are adequately maintained by the **OWNER** and the **OWNER'S** successors and assigns, including any **OWNERS'** association, in accordance with Title 16, Chapter 2 of the Code of General Ordinances for the **CITY** of Plymouth, as may be amended from time to time [the Conditional Use Permit] [the Development Agreement] and this Agreement.

NOW, therefore, in consideration of the mutual agreements of the Parties, the **CITY** and the **OWNER** agree as follows:

1. The **OWNER** and the **OWNER'S** successors and assigns, including any **OWNERS'** association (all together, the "**OWNER**"), shall regularly inspect the Stormwater Management Facilities on the Real Estate as often as conditions require, but in any event at least twice each year or as otherwise set forth in the Stormwater Management Plan. (The Stormwater Inspection and Maintenance Checklist attached to this Agreement as **Exhibit B**, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the Real Estate.) The **OWNER** shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Maintenance Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the **CITY** Stormwater Utility and the Administering Authority as defined in Section 16-2-5 the **CITY** of Plymouth Code of General Ordinances, (the "Administering Authority") for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real

Estate. The Inspection shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas, and access roads. Any Deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.

2. The **OWNER** shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. "Adequately maintain" is defined for purposes of this Agreement as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this agreement as **Exhibit C**, hereinafter referred to as "Maintenance Standards".

3. The **OWNER** hereby grants permission to the **CITY**, its authorized agents and employees, and the Administering Authority or his or her designee, to enter upon the Real Estate to inspect the Stormwater Management Facilities whenever deemed necessary to investigate reported deficiencies, respond to citizen complaints, or to determine compliance with Title 16, Chapter 2 of the Code of General Ordinances for the **CITY** of Plymouth, as may be amended from time to time, [the Conditional Use Permit,] [the Development Agreement] and this Agreement. The Administering Authority, or designee thereof, shall maintain public records of the results of site inspections, provide the **OWNER** copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Title 16, Chapter 2 of the Code of General Ordinances for the City of Plymouth, as may be amended from time to time [the Conditional Use Permit][the Development Agreement] and this Agreement, and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Administering Authority.

4. The **OWNER** may delegate the obligations imposed by this Agreement to any tenant of the Real Estate (each, a "Tenant") [including _____, the tenant of the Real Estate as of the date of execution of this Agreement]. The delegation of any obligations imposed by this Agreement to a Tenant shall not relieve the **OWNER** from any obligations imposed upon the **OWNER** pursuant to this Agreement. The delegation of any obligations imposed by this Agreement to a Tenant shall not be inconsistent with the terms of this Agreement.

5. If the **OWNER** fails to adequately maintain the Stormwater Management Facilities on the Real Estate to the satisfaction of the Administering Authority, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Administering Authority, the **CITY** may take one or more of the following actions:

a. Issue a citation to the **OWNER** or any Tenant under Section 1-2-5 of the Code of General Ordinances for the City of Plymouth, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the **OWNER** or any Tenant for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes in accordance with Section 6 below. Except for the Stormwater Management Facilities required pursuant to Title 16, Chapter 2 of the Code of General Ordinances for the **CITY** of Plymouth, as may be amended from time to time, [the Conditional Use Permit,][the Development Agreement] and this Agreement, this provision shall not be construed to allow the **CITY** to erect any structure of a permanent nature on the land of the **OWNER** or to make any alterations to any existing structure on the Real Estate. It is expressly understood and agreed that the **CITY** is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the Real Estate, and in no event shall this Agreement be construed to impose any such obligation on the **CITY**.

c. Take any other enforcement action as set forth in Section 16-2-14 of the Code of General Ordinances for the **CITY** of Plymouth, or as otherwise allowed by law or in equity.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends and funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder. Failure of the OWNER to reimburse the CITY within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the Real Estate fail to operate properly and OWNER shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an OWNERS' association that is responsible for maintenance of the Stormwater Maintenance Facilities on the Real Estate, shall be recorded at the Sheboygan County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S successors in interest, including and OWNERS' association. The OWNER shall provide the Administering Authority with a copy of any document, which creates an OWNERS' association that is responsible for maintaining the Stormwater Management Facilities on the Real Estate.

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

OWNER: Dennis Weber (member)
Turn leader (MEMBER)

With copies to: _____

CITY: Attn: City Clerk/Treasurer
CITY OF PLYMOUTH
128 Smith Street, P.O. Box 107
Plymouth, WI 53073

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

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

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the Real Estate to the Public. OWNER reserves all rights to use the Real Estate for all purposes not inconsistent with the rights granted to the CITY herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY:

CITY OF PLYMOUTH,
a Wisconsin Municipal Corporation

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personally came before me on this ____ day of _____, the above-named _____ and _____, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledges to me that they executed the forgoing instrument as such officers as the Agreement of said Corporation, by its authority.

Print Name: _____

Notary Public, State of Wisconsin

My Commission: _____

OWNER:

Dennis Weber *Cornie Klapperich*
Print Name: Dennis Weber Cornie Klapperich

STATE OF WISCONSIN)
)ss
Manitowish COUNTY)

Personally came before me on 1/16/05, the above-named Dennis Weber, to me known to be the person who executed the foregoing instrument and acknowledged the same. *Cornie Klapperich*

Barbara Barbara Dehne
Print Name: Barbara Dehne

Notary Public, State of Wisconsin

My Commission: 2/25/06

This Instrument Drafted By:

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

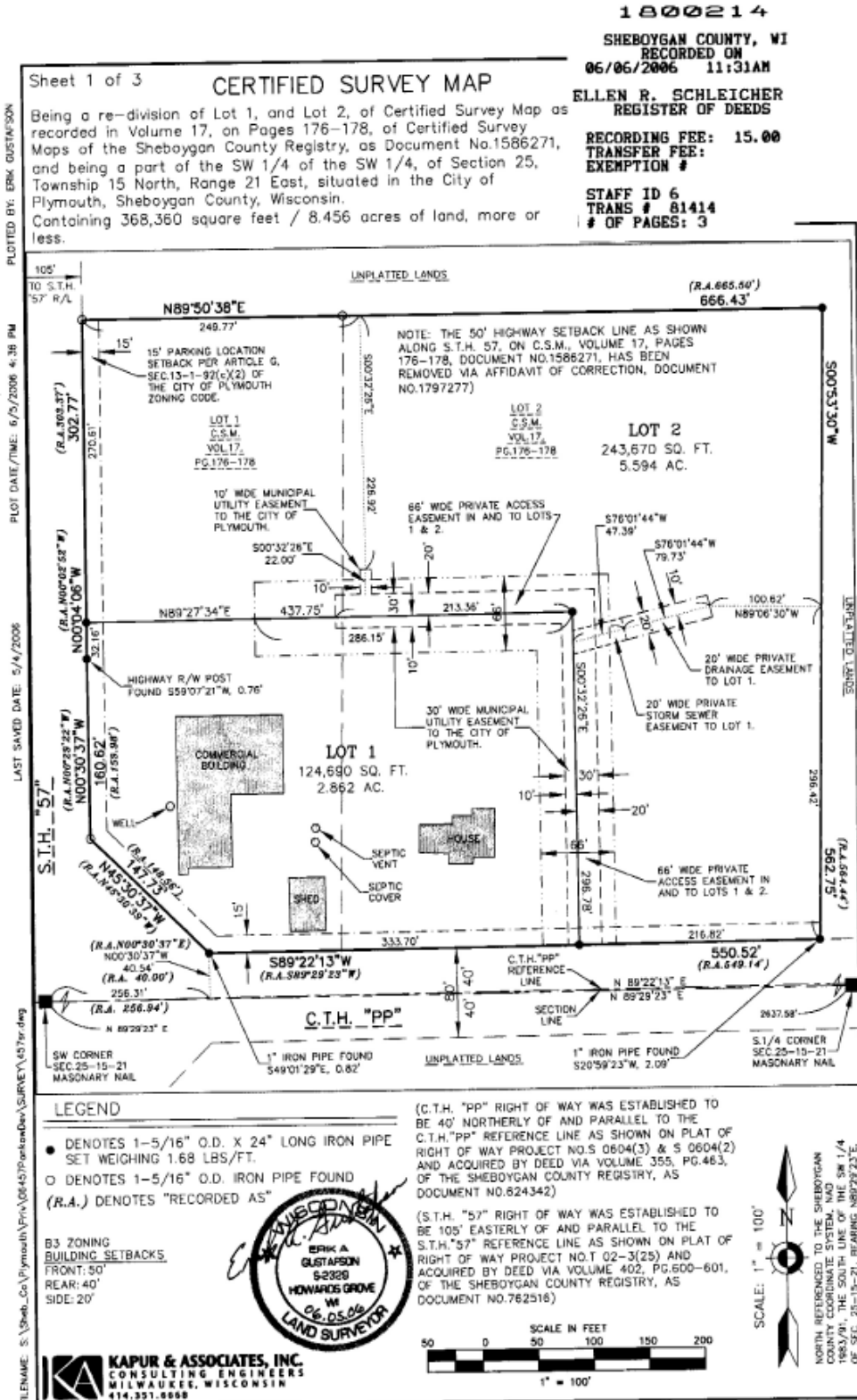
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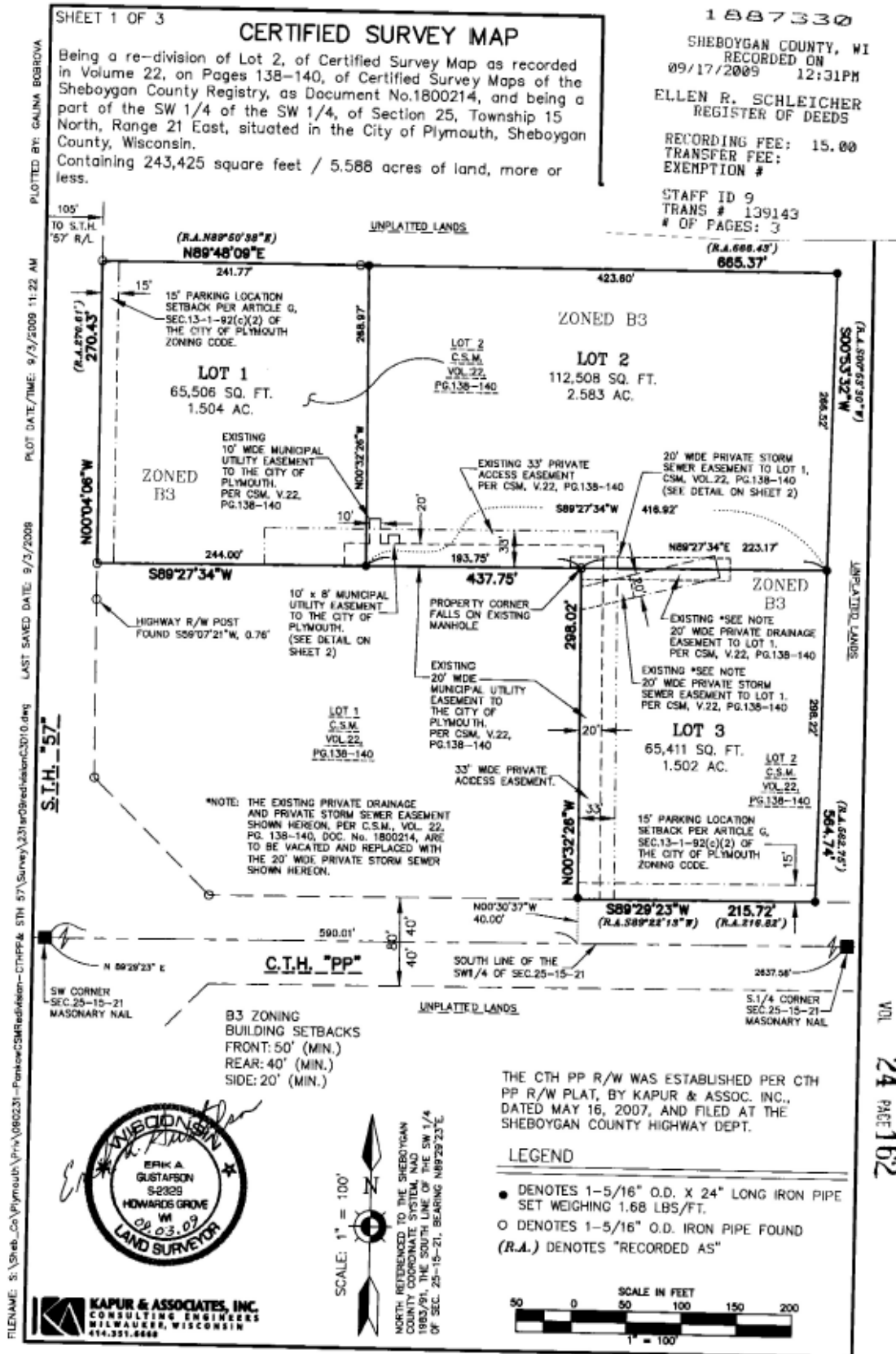
EXHIBIT A

Legal Description

BEING A RE-DIVISION OF LOT 1, AND LOT 2, OF CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 17, ON PAGES 176-178, OF CERTIFIED SURVEY MAPS OF THE SHEBOYGAN COUNTY REGISTRY, AS DOCUMENT NO. 1586271, AND BEING A PART OF THE SW 1/4 OF THE SW 1/4, OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 21 EAST, SITUATED IN THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN. CONTAINING 368,360 SQUARE FEET / 8.456 ACRES OF LAND, MORE OR LESS.



BEING A RE-DIVISION OF LOT 2, OF CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 22, ON PAGES 138-140, OF CERTIFIED SURVEY MAPS OF THE SHEBOYGAN COUNTY REGISTRY, AS DOCUMENT NO. 1800214 AND BEING A PART OF THE SW 1/4 OF THE SW 1/4, OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 21 EAST, SITUATED IN THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN. CONTAINING 243,425 SQUARE FEET / 5.588 ACRES OF LAND, MORE OR LESS.





**EXHIBIT B:
STORMWATER INSPECTION
& MAINTENANCE CHECKLIST**

Date: _____ Time of Inspection: _____

Pond Location: _____

Inspected By: _____

Type of Inspection: Routine Storm Event

Days Since Previous Rainfall: _____ Rainfall Amount (inches): _____

RATING SYSTEM:

- **Good** – No Structural Deficiencies (No action required)
- **Fair** – Low Risk Structural Deficiencies (No immediate action required, continue to monitor)
- **Poor** – High Risk Structural Deficiencies (Further action is required)

OBSERVATION

Questions	Yes	No
Is water flowing?		
Evidence of obstructions or erosion around the pond?		
Do vegetated areas need mowing?		
If yes, when will it be scheduled?		
Do vegetated areas need thinning (cattails, willows, trees?)		
If yes, when will it be scheduled?		
Is there accumulation of trash or debris that needs to be removed?		
If yes, when will it be scheduled?		
Are chemicals used within the detention basin parcel?		
If yes, has the City approved the chemicals? If not, the submit the chemical information to the City as soon as possible.		
Have alterations to the detention basin been made?		

GENERAL CONDITIONS

Maintenance Item	Good	Fair	Poor	Comments
Greenspace				
Maintenance of Plantings				
Erosion				
Invasive Plant Species				
Control of Water Plantings				

INFRASTRUCTURE INSPECTION

Maintenance Item	Good	Fair	Poor	N/A	Comments
Site: Curb and Gutter					
Catch Basins / Inlets					
Gutters and Downspouts					
Stormceptor or Equal					
Outlet Structure					
Downstream Stormwater Conveyance					
Dry Basin					
Sedimentation					

OTHER NOTES

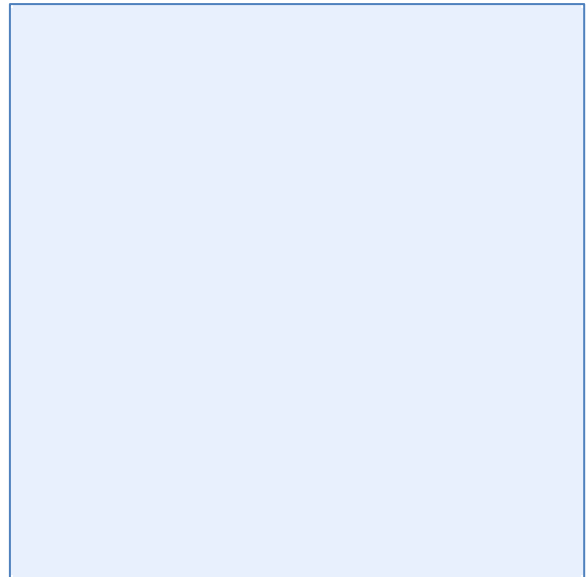
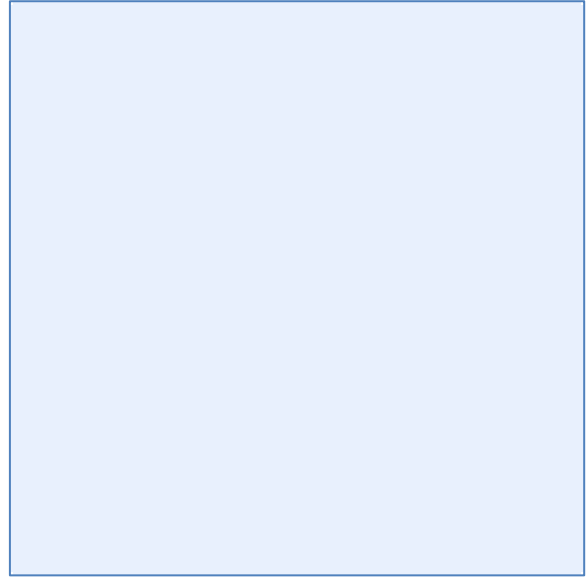
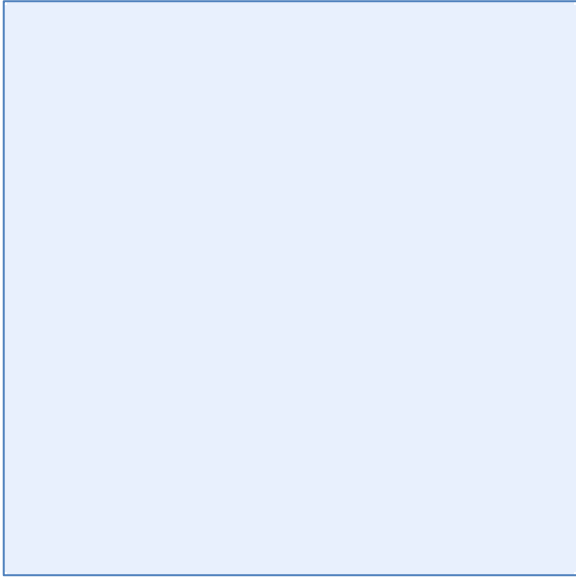
 Signature of Inspector

 Date

 Print Name

 Title

PICTURES



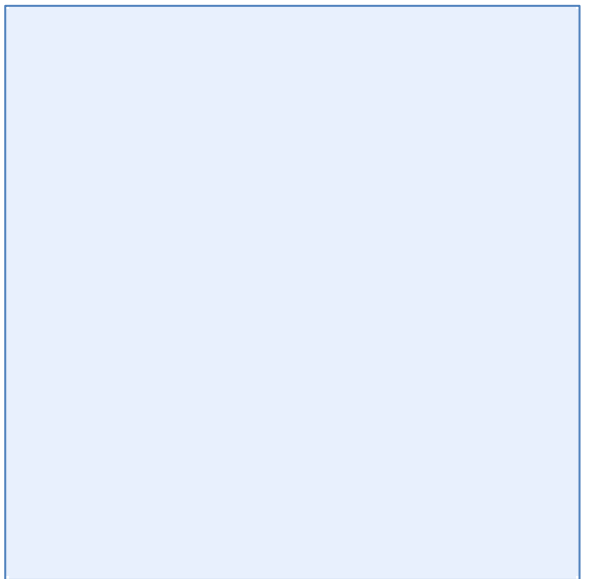
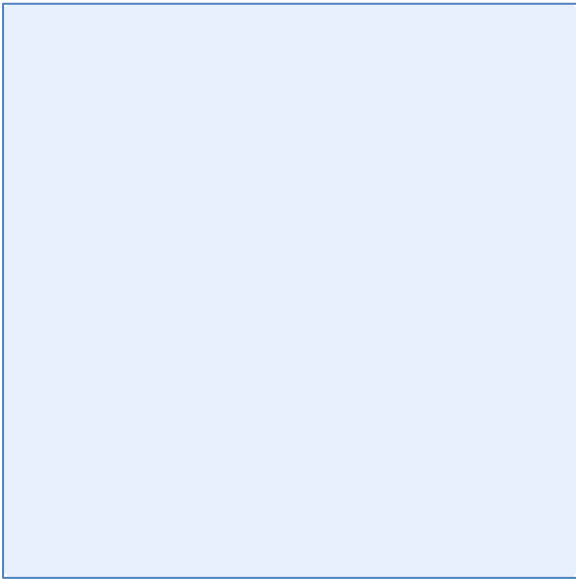
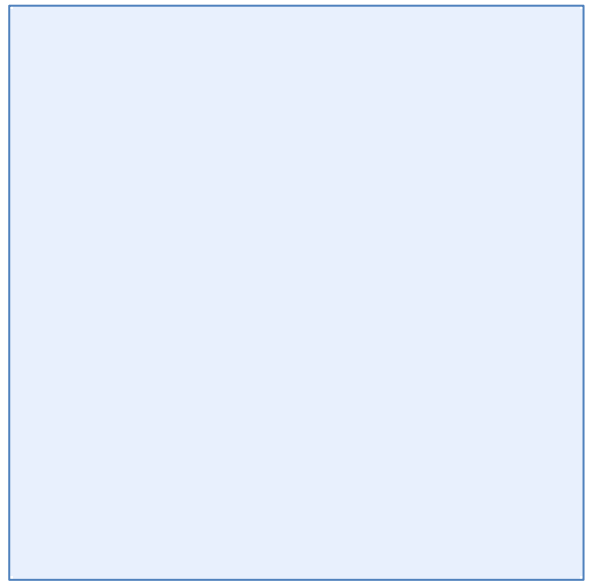
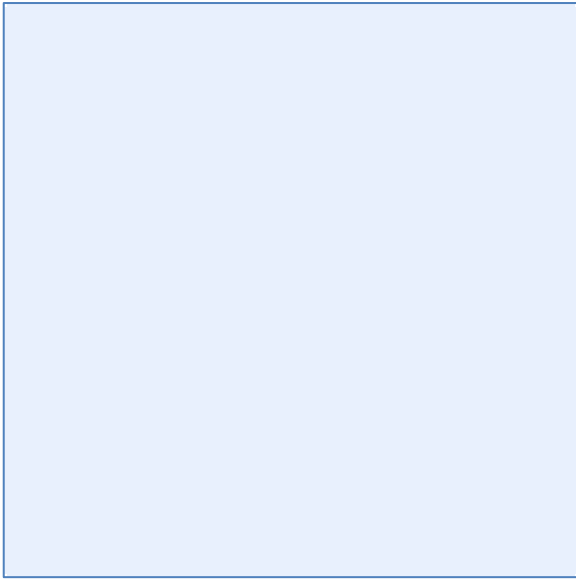




EXHIBIT C: Stormwater Maintenance Standards

1. **Greenspace:** Vegetation shall be maintained to prevent erosion caused by Stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. **Curb & Gutter:** All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. **Catch Basins/Inlets:** All catch basins shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
4. **Gutters and Downspouts:** All buildings gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. **Stormceptor or Equivalent Unit:** All stormceptors or equivalent units shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to this Exhibit C.
6. **Outlet Structure Maintenance:** Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem then revisions should be made in the trash grate. Any time a trash grate needs replacement the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the entire bottom area of the detention basin will need to be reseeded.
7. **Downstream storm water conveyance:** Upon detection of storm water failing to completely drain down to the basin discharge elevation an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.
8. **Dry Basin - Bottom Condition:** Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regarded or tiled.

9. **Maintenance of plantings:** All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
10. **Control of water plants:** Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the City of Plymouth. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
11. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil. Maintain at least 85% coverage
12. **Sediment:** Sediment shall be removed from low flow concrete channels anytime it achieves a depth of greater than three inches or supports vegetation. Dry bottom detention basins shall be examined yearly for excessive sediment buildup; and any deposits that interfere with proper drainage shall be excavated and the area topsoiled and reseeded. At least every ten years a topographic survey of the dry basin, that shows the extent of sedimentation in the detention basin, shall be done and furnished to the City. At such time as the original capacity of the basin is decreased by 5% the bottom shall be excavated to restore the original capacity. Detention basins with permanent ponds shall have soundings taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1-foot of sediment the entire pond will need to be dredged or excavated to the original elevation.
13. **Invasive plant species:** Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

14. **Alterations to the detention basin:** No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc. without permission from the City of Plymouth.



DATE: January 23, 2025

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Approval of Resolution No. 1 of 2025 Creating the Ad Hoc Library Repair, Renovation, and Expansion Committee

Background:

The 2024 Budget allocated funding for the Plymouth Public Library to conduct a space needs analysis. Over the spring and summer of 2024, the Library partnered with their selected consultant, FEH, and a task force of citizen volunteers to assess necessary upgrades and updates to the current facility. This collaborative effort resulted in the development of initial concepts for improvement. The findings of the space needs analysis were presented to the Committee of the Whole during the summer of 2024. Based on the presentation, the Committee of the Whole recommended a phased approach to address immediate repairs and renovations while applying for a flexible facilities grant that did not require an additional matching contribution.

Unfortunately, in late 2024, staff was notified that the flexible facilities grant application was unsuccessful. In response, City staff and Library staff met with the Library Board to determine next steps. The consensus from these discussions was to establish an ad hoc committee to phase and prioritize the future needs of the Library.

Resolution No. 1 of 2025 (attached) formally establishes an Ad Hoc Library Repair, Renovation, and Expansion Committee. The committee's purpose is to evaluate the following:

- **Immediate Needs:** ADA compliance improvements, better entrance design, tuckpointing and exterior trim repairs, Children's Pit safety enhancements, and sidewalk repairs at the front entrance.
- **Mid-term Needs:** Addition of study rooms, creation of a multipurpose meeting room, establishment of a shelter area for teens waiting for rides, and refurbishment or replacement of the elevator.
- **Long-term Needs:** Development of a makerspace/creative space and an outdoor programming area.

This phased approach will allow the City to address immediate and long-term needs in a thoughtful and methodical manner.

The membership of the committee, as outlined in the resolution, includes representatives from various stakeholders to ensure a well-rounded perspective:

- Mayor Donald Pohlman (Chair)
- One Common Council Member (Mike Penkwitz)
- One Library Board Member (Matt Kaczowski)
- One Library Foundation Member (Larry Siegert)

- One Member of the General Public (Susan Brown, town resident - requires supermajority vote for appointment)
- Staff representation from the City Administrator and Library Director (non-voting members)

The committee will provide a comprehensive plan to the Library Board by July 31, 2026, outlining recommended repairs, renovations, and expansion needs. Following approval by the Library Board the report will be forwarded to the Common Council for review. Interim recommendations may also be provided to expedite implementation of short-term priorities.

Recommendation: Move to approval of Resolution No. 1 of 2025 to create the Ad Hoc Library Repair, Renovation, and Expansion Committee.



**CITY OF PLYMOUTH, WISCONSIN
RESOLUTION NO. 1 OF 2025**

**Creation of an “Ad Hoc” Committee to review needed repairs,
potential renovations, and future expansion of the Plymouth Public Library**

WHEREAS, the City of Plymouth Municipal Code Section 2-2-5 (c) allows the creation of special committees or “ad hoc” committees to study and examine specific community issues; and,

WHEREAS, the Common Council adopted the 2023-2026 City of Plymouth Strategic Plan which includes a goal of Enhanced Quality of Life; and

WHEREAS, the Library conducted a space needs analysis in 2024; and

WHEREAS, the Common Council Committee of the Whole advised a phased approach to future Library needs; and

WHEREAS, the Mayor may appoint members to a “Ad Hoc” committee with Common Council approval;

NOW THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Plymouth hereby authorizes the creation of an Ad Hoc Library Repair, Renovation, and Expansion Committee as follows:

1. Purpose. The committee will evaluate review needed repairs, potential renovations, and future expansion of the Plymouth Public Library. The committee will focus on the following:
 - Immediate Needs
 - ADA Requirements
 - Restrooms
 - Railings
 - Better Entrance
 - Tuckpointing, Exterior Trim
 - Children’s Pit – Safety
 - Front Entrance Sidewalk Repairs
 - Mid-term Needs
 - Study Rooms
 - Multipurpose Meeting Room
 - Shelter area out front for teens waiting for rides
 - Refurbish or new elevator
 - Long-term Needs
 - Makerspace/creative space
 - Outdoor programming space

2. Membership. Representation of the committee will consist of the following:
- Mayor Donald Pohlman (Chair)
 - One Common Council Member – Mike Penkwitz
 - One Library Board Member - Matt Kaczkowski
 - One Library Foundation Member - Larry Siegert
 - One Member of the General Public - Susan Brown (Town resident, requires supermajority vote)
 - Staff – City Administrator (non-voting)
 - Staff – Library Director (non-voting)
3. Deliverables. On or before July 31, 2026, the committee will provide a plan to the City of Plymouth Library Board for needed repairs, potential renovations, and future expansion of the Plymouth Public Library. Upon approval of the Library Board, city staff will forward the plan to the City of Plymouth Common Council for consideration. Short term recommendations may be provided intermittently to expedite items that can be quickly accomplished.

Adopted: January 28, 2025.

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman, Mayor

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Resolution was duly adopted by the Common Council of the City of Plymouth on the date set forth above.

Dated: _____, 2025

Anna Voigt, Clerk/Treasurer

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



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

DATE: January 28, 2025
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Discussion and Possible Action for Professional Services with MC & E in the amount of \$38,574

Background:

The 2025 Electric Capital Budget included funding for the fiber extension to Substation #5. The two options for communication with the substation are cellular and fiber. Cellular cannot support the bandwidth required for the digital assets at the substation. Additionally, cellular communication depends on coverage, which can result in intermittent interruptions and false errors on monitoring systems. Recently, the City switched several wells and lift stations from cellular to fiber to address these concerns. Fiber offers sufficient bandwidth for physical and electronic security systems, enables detailed reporting to and from the substation, facilitates quicker response times for outages and emergencies, and eliminates intermittent interruptions. Fiber is also estimated to have a lifespan of approximately 50 years and allows for future partnerships with providers expanding services in the area.

Staff has received a professional services quote from MCE for engineering, CAD, bidding, and permitting services to initiate the planning process for this project at a total cost of \$38,574. Following the engineering phase, the project will be bid, with fiber construction anticipated to begin in June or July 2025. The 2025 budgeted estimate is approximately \$300,000, with the remaining construction costs planned for completion in 2026 and covered in the 2026 budget year.

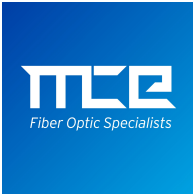
To fund this project, staff will soon request approval to file an application for the WPPI Member RLF program. The City's allowable loan amount under this program is \$375,000, which is an interest-free loan repayable over 10 years. Any remaining balance will be covered by the Electric Capital Budget. Initially, the fiber project was included in the 2025 debt issuance but was removed due to the availability of funding through the WPPI program.

Recommendation:

Move to approve engineering quote from MCE

Attachments:

- Engineering quote from MCE
- WPPI RLF Member Loan Application



**Multimedia Communications
& Engineering, Inc.**
PO Box 11064
Green Bay, WI 54307

Quote #: 011725-002

Date: 1/17/2025 MCE Rep: DPB

CONTACT INFORMATION
Plymouth Utilities-IT
David Augustin
900 County Road PP
Plymouth, WI 53073

Project
Substation 5 - Mitchell Engineering

TERMS:
This Quotation was prepared using information that was provided from the customer through interaction with authorized Multimedia Communications & Engineering (MCE) staff. Changes in scope of services could render parts or all of this quotation invalid, unless otherwise negotiated by MCE staff and the Customer.

This Quotation is Valid for 30 Days from Quote Date unless otherwise noted.
A 1% per month (12% per year) late payment fee will be assessed on any unpaid balance remaining after 30 days.

Please email admin@mcewi.com with questions regarding this quotation. Thank you for considering MCE. We appreciate the opportunity!

Item	Description	Qty	Cost	Total
ENGINEERING	Provide Engineering, CAD, Bidding, and Permitting services per the attached project estimate document - 50,106 feet Engineering includes all pole loading, aerial attachment calculations, CAD plans and permitting per attached estimate document and services document	1	38,574.00	38,574.00

Signature _____ Date _____
PO # _____

Subtotal	\$38,574.00
Sales Tax (0.0%)	\$0.00
Total	\$38,574.00

By signing this Quotation, I attest that I have signatory authority on behalf of my company to engage in and approve the purchase of goods and services from Multimedia Communications & Engineering, Inc.

Member Revolving Loan Fund



Helping members advance business plan initiatives, demonstrate the value of having a community-owned utility, and accomplish strategic objectives that align with the WPPI Energy membership's mission and vision.

Overview

All WPPI members are eligible to borrow up to \$500,000 (outstanding at any given time) from the Revolving Loan Fund interest-free for 10 years. The minimum eligible loan amount is \$5,000. Loans are given based on meeting eligibility criteria.

» \$500K	» 0% int.	» 10 years
----------	-----------	------------

Member Eligibility & Program Details

- All members with at least 10 years remaining on their Long-Term Power Supply Contract with WPPI are eligible to borrow from the Revolving Loan Fund.
- A member may borrow from the Member Revolving Loan Fund multiple times if there are adequate funds available, and the maximum debt owed to the Revolving Loan Fund at any given time does not exceed \$500,000.
- All approved financing will include an origination fee equal to 1% of the loan amount to offset the administrative costs associated with processing the loan application and collecting loan payments. The origination fee will be included in the first repayment invoice from WPPI.
- Each member borrowing under this program will make 120 equal monthly payments over 10 years. WPPI will invoice for loan repayment on a monthly basis.
- Reasonable modifications to loan terms may be made to accommodate borrowing requirements, provided there are no material financial impacts on WPPI. Early repayment of loans made under this program may occur at any time.

Project Eligibility

A member may borrow from the Revolving Loan Fund for projects that advance business plan initiatives, demonstrate the value of a having a community-owned utility, or accomplish other strategic objectives that align with the WPPI mission and vision.

Examples of appropriate eligible projects include, but are not limited to:

- Energy efficiency improvements and services for utility or municipally owned facilities
- Beneficial electrification improvements and services for utility or municipally owned facilities
- Behind-the-meter renewable energy systems for utility or municipally owned facilities, consistent with Policy 210
- Sustainability programs, initiatives, or services for utility or municipally owned facilities
- Electric fleet vehicles (utility or municipally owned) or electric vehicle service equipment for fleet or public use
- Advanced metering infrastructure (electric, water, and gas), consistent with the WPPI Smart Metering/Smart Grid Task Force recommendations
- Outage management system (OMS) consistent with the WPPI Outage Management Task Force roadmap
- Geographic information system (GIS) mapping
- Software implementation, upgrades, and training for components of the WPPI Customer Information Strategy, including Harris/NorthStar CIS, MyAccount digital self-service, Civic Systems Financial Software

Member Revolving Loan Fund

- Expenses incurred that are eligible for reimbursement through the Electric Service Territory Program, such as legal and consulting fees related to annexation or acquisition of customer load and/or strategic growth planning above and beyond normal utility operating expenses
- Expenses related to distribution upgrades or relocations to address competitive service territory issues, community development projects, or EV charging infrastructure
- Grant writing services

Other projects and services may be deemed eligible by the Executive Committee on a case-by-case basis but will need to demonstrate how the proposal will advance business plan initiatives, demonstrate the value of a having a community-owned utility, or accomplish other strategic objectives that align with the WPPI mission and vision.

For loans requested for services or other expenses not related to a capital project, it is recommended that members discuss appropriate accounting treatment with auditors to ensure the Revolving Loan Fund is the best financing tool for the situation.

WPPI Role

Energy Services Managers work with members to complete all steps within the loan application package and assist in coordinating the review and approval process with WPPI and the Executive Committee. Members will be invoiced monthly for repayment starting one month after loan issuance.

Member Role

Members must complete application materials and submit all requested documentation to WPPI to be considered for a member loan.

Once a loan application is approved by WPPI, a member must decide to accept or deny the loan within six months of application approval. If not accepted, the loan will be considered null. Exceptions can be made for projects with a lengthier timeline, but that requirement should be stated in the loan application materials.

Members are asked to allow WPPI to conduct post-installation inspections upon request.

How to Apply

Contact your Energy Services Manager or program manager, Melinda Doll, for a copy of the application. Submit along with an invoice or quote for the project. Loan approval time can take up to four weeks.

CONTACT



Melinda Doll
Senior Financial Analyst
mdoll@wppienergy.org
608-834-4534

Member Revolving Loan Fund Application

Loan application process:

1. Review the Terms & Conditions on the reverse side of this application.
2. Complete the application form and submit all required documentation to WPPI Energy (WPPI).

APPLICANT INFORMATION

Member Organization Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Email Address _____ Telephone Number _____

Member Utility _____ Date _____

Loan Applicant: Utility Municipality

If selected "Municipality" above: Contact Name & Address (*if different from above*) for repayment invoice

If selected "Utility" above: Include on wholesale bill **OR**
Contact Name & Address (*if different from above*) for repayment invoice.

PROPOSED PROJECT INFORMATION

Summarize the estimated project impacts in the table below, and attach to this Loan Application the following:

1. Written description detailing each of the proposed projects.
2. Identify any providers of technical assistance, including engineers, energy auditors, contractors, trade allies, or vendors. Include proposals listing equipment descriptions, technical details, project costs, and payback.
3. Project timelines stating all milestone dates such as budget approvals, design, equipment purchase, installation, etc.

Detailed Description of the Project

Estimated Cost of the Project

Requested Loan Amount

Other funding \$ _____ Sources _____

Proposed Start Date _____ Proposed Completion Date _____

Signature of Utility Manager or WPPI Board Director _____



WPPI Energy is a regional power company serving 51 local not-for-profit utilities. Through WPPI Energy, these public power utilities share resources and own generation facilities to provide reliable, affordable electricity to homes and businesses in Wisconsin, Michigan and Iowa.

TERMS AND CONDITIONS

ELIGIBILITY

- All Proposed Projects must be planned for property owned by a WPPI member utility or member municipality.
- All WPPI members with at least 10 years remaining on their Long-Term Power Supply Contract with WPPI are eligible to borrow up to \$500,000 from the Revolving Loan Fund at 0% interest for 10 years.
- The maximum eligible loan amount is \$500,000 (outstanding at any given time). The minimum eligible loan amount is \$5,000. Eligibility is subject to availability of loan funds.
- All Proposed Projects must advance business plan initiatives, demonstrate the value of having a community-owned utility, or accomplish other strategic objectives that align with the WPPI mission and vision.

APPLICATION PROCESS

Applicants must complete the Loan Application form and submit all requested documentation to be considered for funding through the Member Revolving Loan Fund. Submit the application materials via:



WPPI Energy
Attn: Member Revolving Loan Fund
1425 Corporate Center Drive
Sun Prairie, WI 53590-9109



Send email to:
Energy Services Manager &
Melinda Doll at mdoll@wppienergy.org

- Members may be asked to provide additional financial information as part of the review and approval process.
- If an application is approved for a loan, the member will have up to six months to decide to accept or deny the loan. After that period the loan offer is considered null.
- Each loan will have a term of 10 years, with members making 120 equal payments over the 10-year term, unless other arrangements are agreed to by WPPI and the member.
- All financing approved will include an origination fee equal to one percent of the loan amount. The origination fee will be included in the first monthly invoice.
- Members will be invoiced for loan repayment by WPPI on a monthly basis.
- The member will have 90 days after loan issuance to begin repayment.
- Depending on the scope and cost of the proposed project(s), WPPI may conduct an inspection of the facility after the project completion date.
- Once a project is complete, the participating member may be asked to submit a Certificate of Completion form documenting all invoicing and receipts.

DISCLAIMERS

- WPPI does not endorse any particular manufacturer, product or system design within this program.
- WPPI does not expressly or implicitly warrant the performance of equipment purchased and/or installed for this program.
- WPPI is not responsible for the proper disposal or recycling of any waste generated as a result of a Proposed Project.
- WPPI is not liable for any damage caused by the installation of proposed equipment, nor for any damage caused by the malfunction of such equipment.
- WPPI staff and the WPPI Executive Committee reserve the right to modify or withdraw this loan program or to reject any application for any reason in their sole discretion.



Questions regarding the Member Revolving Loan Fund?

Please contact Melinda Doll, Senior Financial Analyst
mdoll@wppienergy.org
608-834-4534

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



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

DATE: January 28, 2025
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Approval of First Amendment Agreement for the Sugar Shack at City Park

Background: City Park features an abundance of Sugar Maple trees that enhance the Park's natural beauty and provide shade. Pure maple syrup is made by concentrating the slightly sweet sap of the Sugar Maple tree. The process begins with drilling a tap hole into a maple tree and inserting a spout to direct the sap into either a bucket or tubing, which transports the sap to a large collection tank. After harvesting, the sap is taken to a Sugar Shack, where it is boiled down to become maple syrup.

At the Common Council meeting on November 28, 2023, the Common Council approved the design and location of a Sugar Shack structure in City Park, subject to the finalization of a maintenance and operations agreement between the City and the Plymouth Maple Association. The maintenance and operations agreement was approved on February 13, 2024.

The Sugar Shack is nearing completion. The Plymouth Maple Association wishes to construct solar panels on the roof of the City's shed near the Sugar Shack to provide electricity to the Sugar Shack. The agreement states that the Plymouth Maple Association will install the panels and connect them from the shed to the Sugar Shack. The City would be responsible for the cost and installation of any electrical wiring, light fixtures, or electrical components within the utility shed if desired in the future.

All construction of the solar panels and electrical service is subject to the approval of the City Building Inspector. The City will be responsible for the removal and disposal of the solar panels at the end of their useful life and may remove the panels if deemed necessary.

Recommendation:
Move to First Amendment Agreement for the Sugar Shack at City Park



Attachments:

- First Amendment Agreement for the Sugar Shack at City Park

**FIRST AMENDMENT TO
OPERATION AND MAINTENANCE AGREEMENT FOR
THE SUGAR SHACK AT CITY PARK**

THIS AMENDMENT is entered into this _____ day of _____, 2025 by and between the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation, maintaining its principal office at 128 Smith Street, P.O. Box 107, Plymouth, Wisconsin 53073, hereinafter referred to as "**CITY**," and Plymouth Maple Association, a nonprofit association existing under Wisconsin Chapter 184, maintaining its principal office at 711 Torke Terrace, Plymouth, Wisconsin 53073, hereinafter referred to as "**MAPLE ASSOCIATION**" or "**ASSOCIATION**."

RECITALS

WHEREAS, the Common Council of the City of Plymouth entered into an Operation and Maintenance Agreement with the Maple Association on February 14, 2024 (the "Agreement"), to allow for the construction of an approximately 24 by 18 foot building in City Park (the "Sugar Shack") for the purpose of making and processing maple sugar; and

WHEREAS, the **MAPLE ASSOCIATION** wishes to construct solar panels on the roof of the City's shed located to the south of the Sugar Shack for the purpose of providing electricity to the Sugar Shack; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY** and **MAPLE ASSOCIATION** agree to amend the Agreement as follows:

1. **Amending Section 2.** Section 2, Permitted and Prohibited Uses and Improvements is amended to include the following:

e. **Solar Panels and Electric Service.** The **MAPLE ASSOCIATION** may remove the asphalt shingles of the utility shed in City Park which is adjacent to the Sugar Shack and install a metal roof. The **MAPLE ASSOCIATION** may further install solar panels, in a flat position, on the newly constructed metal roof. The **MAPLE ASSOCIATION** will be responsible for the costs associated with shingle removal, roof replacement, and solar panel installation. The **MAPLE ASSOCIATION**, at its cost, will be responsible for constructing underground conduit from the utility shed to the Sugar Shack, and all wiring, circuits, and outlets to provide electrical service to the Sugar Shack. The **CITY** will be responsible for the cost and installation of any electrical wiring, light fixtures or electrical fixtures within the utility shed and the **MAPLE ASSOCIATION** will be responsible for any light or electrical fixtures in the Sugar Shack. All such construction of the solar panels and electrical service is subject to the approval of the City Building Inspector. Maintenance of the solar panels, batteries, and related appurtenances necessary for the continued function of the solar panels shall be the responsibility of the **MAPLE ASSOCIATION**. The **CITY** shall be responsible for removal and disposal of the solar panels upon the end of their useful life and may remove such panels if determined necessary by the

City Building Inspector upon sixty (60) days prior written notice to the **MAPLE ASSOCIATION**.

2. **Operation and Maintenance Agreement Ratified.** All other terms of the Agreement are hereby ratified and reaffirmed.

IN WITNESS WHEREOF the undersigned have signed this Operation and Maintenance Agreement for the Sugar Shack at City Park to take effect as of the date first above written.

**CITY:
CITY OF PLYMOUTH**

By: _____
Donald O. Pohlman, Mayor

By: _____
Anna Voigt, City Clerk

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2025, Donald O. Pohlman, Mayor, and Anna Voigt, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

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

PLYMOUTH MAPLE ASSOCIATION:

By: _____
John Nelson
Title: _____

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2025, John Nelson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

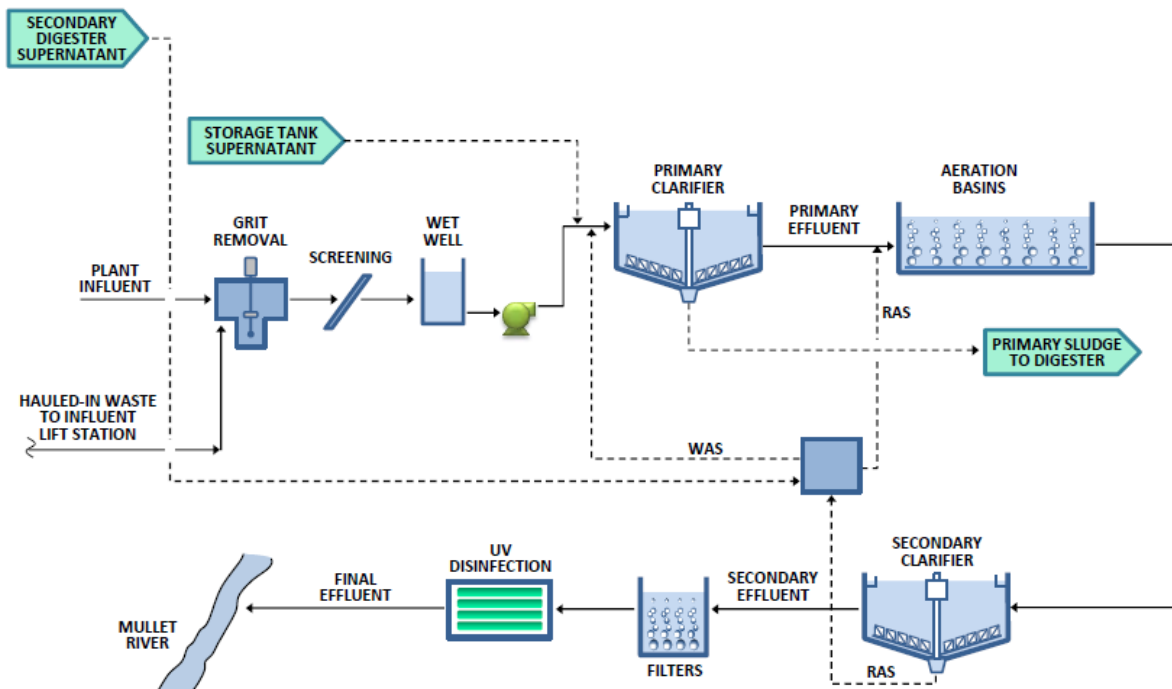
This Instrument Drafted By:
Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081
T: (920) 457-8400
F: (920) 457-8411

94311283372



DATE: January 20, 2025
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: Wastewater Treatment Plant – RAS Pump Replacement

The waste water treatment plant (WWTP) needs to replace a failed pump that returns activated sludge (RAS) from the secondary clarifier back to the aeration tank. This pump replacement is an unbudgeted expense, however there are Utility funds to cover this expense. Currently the treatment plant is running on one pump and a second pump is important in case that pump would fail.



This is an unbudgeted expense, however there are sufficient funds in the Sanitary Sewer budget to cover the remaining difference. Plymouth Utilities received three quotes for this work.

Contractor	Total Amount
Crane Engineering	\$27,438.31
William/Reid	\$29,000.00
Dorner and Ahern	\$58,647.00

Recommendation

To award the RAS pump replacement to Crane Engineering in the amount of \$27,438.31.



QUOTE

Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

Number CESQ96664
Date Jan 13, 2025
Expires Feb 12, 2025

Sold To	Ship To	Sales Rep
Plymouth Utilities Tyler Wollersheim P. O. Box 277 Plymouth, WI 53073 twollersheim@plymouthutilities.com Phone 414-893-1471 Fax	Plymouth Utilities Tyler Wollersheim P. O. Box 277 Plymouth, WI 53073 twollersheim@plymouthutilities.com Phone 414-893-1471 Fax	Fluid Technology Sales Nate Johnson 920-850-2901 n.johnson@craneengineering.net Fluid Technology Sales Nate Johnson 920-850-2901 n.johnson@craneengineering.net

Terms	RFQ	Ship Via	FOB	Crane Order#
n15		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	Cornell 6NNT-VC16 - Cast Iron 8" x 6" Base Elbow - Cast Iron Impeller - Design 1800 gpm @ 25' TDH - 416 Stainless Steel Shaft Sleeve - Single Mechanical Seal, Type 2 - S/C vs T/C - Cycloseal Design - Single Casing Cast Iron Wear Ring - 20 Hp TEFC Motor	Stock Crane	\$15,991.31	\$15,991.31
2	1	Replacement Valves - ValMatic Swing Flex Check Valve - 6" ANSI Class 125 Flanged Connections - Fabri Stainless Steel Knife Gate Valve - 6" ANSI Class 125 Flanged Connections	Stock Crane	\$2,643.00	\$2,643.00
3	1	Piping Modifications - Custom Fabricated Stainless Steel Discharge Piping Spools - Flanged, Single Bulb Expansion Joint - Red Rubber Gaskets and Stainless Steel Hardware	1-2 Weeks ARO	\$4,072.00	\$4,072.00
4	1	Installation - All labor, equipment and materials to install all above mentioned equipment - Does Not Include Demolition and Removal of Existing Pump and Concrete Pad - Includes Startup, Testing and Training	1-2 Weeks ARO	\$4,732.00	\$4,732.00

Does not include tax and shipping charges unless stated above.

We reserve the right to adjust quoted pricing due to the current volatility of the materials market. We will make every effort to maintain the quoted price.

<https://www.craneengineering.net/en/events/tech-expo>

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
------	-----	---------	-----------	------------	------------

Total **\$27,438.31**

Please contact me if I can be of further assistance.

Does not include tax and shipping charges unless stated above.

*We reserve the right to adjust quoted pricing due to the current volatility of the materials market.
We will make every effort to maintain the quoted price.*

<https://www.craneengineering.net/en/events/tech-expo>



Proposal

Date: August 22, 2024

Quotation valid until: September 21, 2024

Prepared for: Plymouth WWTP
Wollersheim, Tyler

Prepared by: Daniel Smith

Quotation Number: 082224 DJS

Project Reference: Plymouth-Grundfos

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	99961182 SE.A60.330.4.52H.EX.60S.A	
1	Start-up and Install	
Total Price		\$29,000.00

TERMS: See attached sheet for detailed terms and conditions.

FREIGHT: F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

START-UP: 1 day(s) of start up services are included. Any additional will be billed at our standard rate.

TAXES: ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

SUBMITTALS: weeks after receipt of order.

DELIVERY: 4 to 5 weeks after approval and authorization to proceed.

DURATION: After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,
Daniel Smith

Orders should be sent to: sales@williamreidltd.com



Quote No. Q11198
Date: Oct 7, 2024

W 3150 Co Rd H, Fond du Lac, WI 54937
920-581-5810
www.sabelmechanical.com
Sabel Contact: Dan Crouch
Email: danc@sabelmechanical.com

Sabel Mechanical LLC

Customer Billing Information	Job Site Information	Contact and Other Information
PLYMOUTH UTILITIES PO BOX 277, 301 E Main Street, PLYMOUTH, WI 53073	Plymouth WWTP 625 CTY. PP, Plymouth, Wi 53073	Contact: Tyler Wollersheim Phone: 920-838-6686 Email:

Sabel Mechanical is pleased to submit this proposal for:

Scope of Work

Default Section \$58,647.00

Grundfos pump #SE.A60.330.4.52H.EX.61R.A.Z
Supply and install new Grundfos pump to replace Chicago pump. Repair is more costly than new.
(approx. \$85,000)
Grundfos drop in replacement to include these options:
92553598 EDI ESCAPE CODE
92663151 KIT, ELBOW ASSY 6"X6" LR W/5"HH
99913093 Pump Over Temp/Seal Leak Relay
98711370 IO113
2) 6" SST flange packs

This is a drop in replacement, if anything else is needed it will be additional.

Excludes: shipping

Quote Total: \$58,647.00
Estimate valid until: Nov 6, 2024
Terms of Payment: 30 days

Customer Signature: _____ Date _____

Customer Name (Print) _____

P.O. #: _____

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: January 24, 2025
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **Wastewater Treatment Plant – Blower**

As part of the 2025 Capital Improvement Plan for the Wastewater Treatment Plant, a blower replacement for the aeration tanks was budgeted. The existing blower that is being replaced is 40+ years old (Blower #15).

Plymouth Utilities received 2 quotes for this work. See table below for summary of the bids.

Contractor	Total Amount
Vacuum, Pump and Compressor, Inc.	\$58,280.00
William/Reid	\$98,105.00

This blower proposed by Vacuum, Pump and Compressor, Inc. is \$8,280 over budgeted amount. There are sufficient funds in the Sanitary Sewer Capital budget to cover the remaining difference.

Recommendation

To award the project to Vacuum, Pump and Compressor, Inc in the amount of \$58,280.00.



SPEED-CONTROLLED DRIVE

(Qty. 1) VPC-SCD BLOWER PACKAGE

- 1, 500 SCFM @ 8.5 PSIG
- 100HP/3/460V –TEFC - PREMIUM EFFICIENT MOTOR
- 8x10” INLET & OUTLET CONNECTION
- RE-USE EXISTING DISCHARGE SILENCER
- RE-USE EXISTING 100HP MOTOR
- PRESSURE & TEMPERATURE TRANSDUCERS
- VPC AIR-CON CONTROLLER INCLUDED
 - CHANGE OPERATING SETTINGS
 - DISPLAYS DISCH PRESSURE, % LOAD, AND DISCH TEMP
 - PROVIDES MAINTENANCE WARNINGS
 - MONITORS SYSTEM CONSTANTLY
- CHECK VALVE
- DIRECT DRIVE (**PUMP DIRECT COUPLED TO MOTOR**)

(QTY. 1) NET PRICE:

FOB:
LEAD:

\$52,985.00

GREEN BAY, WI
6-8 WEEKS

OPTIONS:

(QTY. 1) YASKAWA VARIABLE SPEED DRIVE:

ADD \$8,945.00

(QTY. 1) 100HP/3PH/460V HEAVY DUTY NIDEC MOTOR:

ADD \$5,295.00

ENGINEERED & DESIGNED IN GREEN BAY, WI

KJS VPC INC 9/19/24



Vacuum, Pump, & Compressor Inc.

907 N. Military Ave. Green Bay, WI 54303

Phone: (920) 662-1113 **1-800-361-6713** Fax: (920) 662-1116



Proposal

Date: January 16, 2025

Quotation valid until: February 15, 2025

Prepared for: Plymouth WTF

Attention: Wollersheim, Tyler

twollersheim@plymouthutilities.com

Prepared by: Daniel Smith

Quotation Number: 011625 DJS

Project Reference: Excelsior Blower Package

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
1	Excelsior Blower System Gardner Denver 160CDL4480-RC1 "Cycloblower" Series Positive Displacement Blower	\$ 98,105.00
Total Price		\$98,105.00

TERMS: See attached sheet for detailed terms and conditions.

FREIGHT: F.O.B. Shipping Point, with Freight Allowed to the Jobsite.

START-UP: NO day(s) of start up services are included. Any additional will be billed at our standard rate.

TAXES: ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.

SUBMITTALS: weeks after receipt of order.

DELIVERY: 4 to 10 weeks after approval and authorization to proceed.

DURATION: After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,

Daniel Smith, (920)-857-7491, & dan@williamreidltd.com

Orders should be sent to: sales@williamreidltd.com

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



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

DATE: January 28, 2025
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Approval of Farm Land Lease Agreements

Background:

Several years ago, the City acquired parcels 59271-821073, 59271-822647, and 59271-820935 from the Plymouth Industrial Development Corporation. These lots are currently used as farmland. Staff finalized updated agreements with Thomas and Brittany Schultz to lease this property as farmland. The rates charged match the farmland lease rates of other property owned by the City. These agreements are for three years but can be terminated for development purposes with a 30-day notice.

Recommendation:

Move to approve farm land lease agreements for parcel 59271-821073, 59271822647, and 59271-820935.

Attachments:

- Farm Land Leases

FARM LAND LEASE AGREEMENT

This indenture made and executed in duplicate original this ____ day of _____, 2024, by and between the CITY OF PLYMOUTH, a Wisconsin municipality, with its principal place of business at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter called the "Owner" or "Lessor" and Thomas R. and Brittany L. Schultz, W4668 Sumac Road, Plymouth, Wisconsin 53073, hereinafter called the "Renter".

WITNESSETH

The Owner does hereby demise and let unto the Renter the following desired premises situated in Sheboygan County, State of Wisconsin, to wit:

Land owned by Lessor in the Southwest quarter of the Southeast quarter of Section 25, Town 15 North, Range 21 East in the City of Plymouth; comprising 3.26 acres more or less of which all 3.26 acres are used by Renter;

Land owned by Lessor has parcel number 59271-821073 and a legal description as follows:

That part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-one (21) East, in the City of Plymouth, Sheboygan County, Wisconsin, lying South of the Southerly right of way of the C & NW Railroad.

Excepting the Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 23 of Certified Survey Maps, Pages 231-232, as Document No. 1843765.

Also excepting the Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 24 of Certified Survey Maps, Pages 89-90, as Document No. 1873369.

Also excepting the Certified Survey Map recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 26 of Certified Survey Maps, Pages 263-265, as Document No. 1996448.

Also excepting that part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-one (21) East, in the City of Plymouth, Sheboygan County, Wisconsin, conveyed to the City of Plymouth in Warranty Deed recorded as Document No. 1959492.

Also excepting those portions conveyed for highway purposes.

To have and to hold for a period of three (3) years beginning January 1, 2025 to December 31, 2027 and continuing thereafter for successor years until Renter or Owner provides notice that it no longer desires to lease land or when either party desires to negotiate a new lease rate;

Notice shall be provided to Renter or Owner no later than December 1st of the current year that it desires to discontinue lease or negotiate a new lease for subsequent year.

Upon notice, the parties mutually agree that they have until January 31st of the following year to enter into a new agreement otherwise the lease agreement and its provisions shall expire;

The Renter yielding and paying rent therefore the sum of Two Hundred Sixty and 00/100 Dollars (\$260.00) per year, to be paid in September of each year.

It is understood and agreed that the Owner holds such lands for sale and in the event of a sale of all or any portion thereof, this lease shall terminate upon thirty (30) days notice as to such portion for development. Upon such sale, the Renter shall be reimbursed for any growing crops that he does not have time to remove. If the land has not yet been planted, the Renter shall be reimbursed for expenses and labor invested.

The Renter further agrees to promptly cut and destroy noxious weeds in the manner and time as provided by law.

It is further understood and agreed between the parties that the Renter shall hold the Owner harmless from claims for damages by persons or parties on the premises at the request of his agents or employees or invitees of the Renter.

It is further understood and agreed that if the Renter shall fail to keep any of the covenants above set forth, or fail to pay the rentals due as called for herein, the Owner may declare the lease void and the Renter shall vacate immediately upon notice.

If the Owner shall fail to keep its part of this lease, the Renter shall have the option of declaring the lease void.

At the expiration of this lease, or upon notice, the Renter agrees to quietly and peacefully yield possession to the Owner. In the event of any action to terminate or enforce this lease due to a breach by the Renter, the Renter agrees to pay all court costs and attorney's fees.

The covenants herein contained shall bind the parties mutually and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2024.

OWNER/LESSOR:
CITY OF PLYMOUTH

By: _____
Timothy Blakeslee
City Administrator/Utilities Manager

RENTER:



Thomas R. Schultz



Brittany L. Schultz

94311272066

FARM LAND LEASE AGREEMENT

This indenture made and executed in duplicate original this ____ day of _____, 2024, by and between the CITY OF PLYMOUTH, a Wisconsin municipality, with its principal place of business at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter called the "Owner" or "Lessor" and Thomas R. and Brittany L. Schultz, W4668 Sumac Road, Plymouth, Wisconsin 53073, hereinafter called the "Renter".

WITNESSETH

The Owner does hereby demise and let unto the Renter the following desired premises situated in Sheboygan County, State of Wisconsin, to wit:

Land owned by Lessor in the Northwest quarter of the Southwest quarter of Section 30, Town 15 North, Range 22 East in the City of Plymouth; comprising 25 acres more or less of which approximately 15-20 acres are used by Renter;

Land owned by Lessor has parcel number 59271-822647 and a legal description as follows:

The N1/2 of the NW1/4 of the SW1/4 of Section 30, EXCEPT commencing at the NW corner of said Quarter Section; thence S. 216.95 feet; thence E. 992.4 feet; thence N. 216.95 feet to the North line of the NW1/4 of the SW1/4; thence W. 991.7 feet, more or less, to the point of beginning. And the S1/2 of the NW1/4 of the SW1/4 of Section 30. Also all that part of the SW1/4 of the SW1/4 of Section 30 lying north of the North right-of-way line of the C&NW Railroad.

EXCEPTING from the above property a parcel of land commencing 1274.78 feet North of the SW corner of said Section; thence S. 84° 43' E. 1386.67 feet to a point on the East line of the SW1/4 of the SW1/4; thence N. 0° 6' 52" W., 531.38 feet along the East line of the SW1/4 and NW1/4 of the SW1/4 thence W. 1379.71 feet to the West line of the SW1/4; thence S. 403.70 feet along the West line to the point of beginning. AND ALSO EXCEPTING a parcel of land commencing 981.42 feet North of the SW1/4 of said Section; thence continuing N. 293.36 feet; thence S. 84° 43' 0" E., to the East line of the SW1/4 of the SW1/4; thence southerly along said East line to the North right-of-way line of the C&NW Railroad; thence 82° 40' 14" W. along the North right-of-way of said railroad to the point of beginning.

This property contains 25.550 acres, more or less, all being located in the NW1/4 of the SW1/4 of Section 30, Township 15 North, Range 22 East, City of Plymouth (formerly Town of Sheboygan Falls), Sheboygan County, Wisconsin.

To have and to hold for a period of three (3) years beginning January 1, 2025 to December 31, 2027 and continuing thereafter for successor years until Renter or Owner provides notice that it no longer desires to lease land or when either party desires to negotiate a new lease rate;

Notice shall be provided to Renter or Owner no later than December 1st of the current year that it desires to discontinue lease or negotiate a new lease for subsequent year;

Upon notice, the parties mutually agree that they have until January 31st of the following year to enter into a new agreement otherwise the lease agreement and its provisions shall expire;

The Renter yielding and paying rent therefore the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per year, to be paid in September of each year.

It is understood and agreed that the Owner holds such lands for sale and in the event of a sale of all or any portion thereof, this lease shall terminate upon thirty (30) days notice as to such portion for development. Upon such sale, the Renter shall be reimbursed for any growing crops that he does not have time to remove. If the land has not yet been planted, the Renter shall be reimbursed for expenses and labor invested.

The Renter further agrees to promptly cut and destroy noxious weeds in the manner and time as provided by law.

It is further understood and agreed between the parties that the Renter shall hold the Owner harmless from claims for damages by persons or parties on the premises at the request of his agents or employees or invitees of the Renter.

It is further understood and agreed that if the Renter shall fail to keep any of the covenants above set forth, or fail to pay the rentals due as called for herein, the Owner may declare the lease void and the Renter shall vacate immediately upon notice.

If the Owner shall fail to keep its part of this lease, the Renter shall have the option of declaring the lease void.

At the expiration of this lease, or upon notice, the Renter agrees to quietly and peacefully yield possession to the Owner. In the event of any action to terminate or enforce this lease due to a breach by the Renter, the Renter agrees to pay all court costs and attorney's fees.

The covenants herein contained shall bind the parties mutually and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2024.

OWNER/LESSOR:
CITY OF PLYMOUTH

By: _____
Timothy Blakeslee
City Administrator/Utilities Manager

RENTER:



Thomas R. Schultz



Brittany J. Schultz

94311272062

FARM LAND LEASE AGREEMENT

This indenture made and executed in duplicate original this _____ day of _____, 2024, by and between the CITY OF PLYMOUTH, a Wisconsin municipality, with its principal place of business at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter called the "Owner" or "Lessor" and Thomas R. and Brittany L. Schultz, W4668 Sumac Road, Plymouth, Wisconsin 53073, hereinafter called the "Renter".

WITNESSETH

The Owner does hereby demise and let unto the Renter the following desired premises situated in Sheboygan County, State of Wisconsin, to wit:

Land owned by Lessor in the Northeast quarter of the Southeast quarter of Section 25, Town 15 North, Range 21 East in the City of Plymouth; comprising 30 acres more or less of which approximately 12.61 acres are used by Renter;

Land owned by Lessor has parcel number 59271-820935 and a legal description as follows:

The South 30.00 acres of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-one (21) East, City of Plymouth (formerly Town of Plymouth), Sheboygan County, Wisconsin.

Excepting therefrom, that part of the Southeast One-quarter (1/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-one (21) East, Town of Plymouth, Sheboygan County, Wisconsin, described as: Commencing at the East One-quarter (1/4) corner of Section Twenty-five (25); thence South 00°12'56" West, 328.52 feet along the East line of said Southeast One-quarter (1/4) to the point of beginning of this description; thence South 00°12'56" West, 6.95 feet along said East line; thence South 89°41'04" West, 1332.54 feet along the North line of South 70 acres of the East One-half (1/2) of said Southeast One-quarter (1/4); thence North 00°6'5" East, 8.53 feet along the West line of the East One-half (1/2) of said Southeast One-quarter (1/4); thence North 89°45'08" East, 1332.54 feet parallel with the North line of said Southeast One-quarter (1/4) to the point of beginning.

Also excepting, Lot One (1), Volume 25 of Certified Survey Maps, pages 190/2, as Document No. 1947944, being a part of the Southeast One-quarter (1/4) of the Southeast One-quarter (1/4) and the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4), all in Section Twenty-five (25), Township Fifteen (15) North, Range Twenty-one (21) East, situated in the City of Plymouth, Sheboygan County, Wisconsin.

To have and to hold for a period of three (3) years beginning January 1, 2025 to December 31, 2027 and continuing thereafter for successor years until Renter or Owner provides notice that it no longer desires to lease land or when either party desires to negotiate a new lease rate;

Notice shall be provided to Renter or Owner no later than December 1st of the current year that it desires to discontinue lease or negotiate a new lease for subsequent year;

Upon notice, the parties mutually agree that they have until January 31st of the following year to enter into a new agreement otherwise the lease agreement and its provisions shall expire;

The Renter yielding and paying rent therefore the sum of Nine Hundred Sixty and 00/100 Dollars (\$960.00) per year, to be paid in September of each year.

It is understood and agreed that the Owner holds such lands for sale and in the event of a sale of all or any portion thereof, this lease shall terminate upon thirty (30) days notice as to such portion for development. Upon such sale, the Renter shall be reimbursed for any growing crops that he does not have time to remove. If the land has not yet been planted, the Renter shall be reimbursed for expenses and labor invested.

The Renter further agrees to promptly cut and destroy noxious weeds in the manner and time as provided by law.

It is further understood and agreed between the parties that the Renter shall hold the Owner harmless from claims for damages by persons or parties on the premises at the request of his agents or employees or invitees of the Renter.

It is further understood and agreed that if the Renter shall fail to keep any of the covenants above set forth, or fail to pay the rentals due as called for herein, the Owner may declare the lease void and the Renter shall vacate immediately upon notice.

If the Owner shall fail to keep its part of this lease, the Renter shall have the option of declaring the lease void.

At the expiration of this lease, or upon notice, the Renter agrees to quietly and peacefully yield possession to the Owner. In the event of any action to terminate or enforce this lease due to a breach by the Renter, the Renter agrees to pay all court costs and attorney's fees.

The covenants herein contained shall bind the parties mutually and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2024.


OWNER/LESSOR:
CITY OF PLYMOUTH

By: _____
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City Administrator/Utilities Manager

RENTER:



Thomas R. Schultz



Brittany L. Schultz

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