

**CITY OF PLYMOUTH, WISCONSIN  
TUESDAY, JANUARY 27, 2026 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 13, 2026**
  - B. Approve City and Utility Reports:**
    - I. Electric, Water and Sewer Sales Report – December 2025**
    - II. Utility Related Write Offs for December 2025 - \$6,304.49**
  - C. Minutes acknowledged for filing – Police & Fire Commission: January 6 – Joint Review Board: January 15 – Ad Hoc Library Repair, Renovation, and Expansion Committee: January 15**
- 4. Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
- 5. Items removed from Consent Agenda:**
- 6. Public Hearing followed by Discussion and Action:**
  - A. Ordinance No. 1 Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271829210); to Rezone 55.8044 acres of land from A - Agricultural to R-5 Traditional Neighborhood District – Jack Johnston, Assistant City Administrator/Community Development Director**
  - B. Ordinance No. 2 Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271829210); to Rezone 10.6875 acres of land from A – Agricultural to R-4 Multi-Family Residential – Jack Johnston, Assistant City Administrator/Community Development Director**
- 7. Ordinance:**
  - A. No. 3 – An Ordinance Amending Section 10-1-23 of the City of Plymouth Code of General Ordinances Regarding Speed Limit on Hill and Dale Road – Tim Blakeslee, City Administrator/Utilities Manager**
- 8. New Business:**
  - A. Discussion and Possible Action on Extraterritorial Certified Survey Map (CSM) for; N5908 Willow Rd and parcel number 59016218990 located in the Town of Plymouth – Jack Johnston, Assistant City Administrator/Community Development Director**
  - B. Discussion and Possible Action Development Agreement for Neumann Developments, Inc. – Tim Blakeslee, City Administrator/Utilities Manager**

- C. Discussion and Possible Action on Professional Services Agreement with MSA Professional Services related to CBDG Housing Program – Tim Blakeslee, City Administrator/Utilities Manager**
- D. Approval of Professional Services Agreement for Consulting Services with EverStrive Solutions – City Administrator/Utilities Manager, Tim Blakeslee**

**9. Adjourn to 7:00 PM on Tuesday, February 10, 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 13, 2026 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 at 7:00 PM. On the call of the roll, the following were present: Angie Matzdorf, Jeff Tauscheck, Diane Gilson, Dana Haucke, Mike Penkwitz, John Binder, Dave Herrmann, and Kevin Sande. Also present: City Administrator/Utilities Manager Tim Blakeslee, Assistant Administrator/Community Development Director Jack Johnson, City Attorney Crystal Fieber, Police Chief Ken Ruggles, Director of Public Works Cathy Austin, and City Clerk/Deputy Treasurer 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 Penkwitz/Tauscheck to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
  - A. **Approve minutes of the meeting held Tuesday, December 9, 2025**
  - B. **Approve City and Utility Reports:**
    - I. **List of City & Utility Vouchers dated 12/01/2025 – 12/31/2025**
    - II. **Electric, Water and Sewer Sales Report – November 2025**
    - III. **Utility Related Write Offs for December 2025 - \$7,980.47**
  - C. **Minutes acknowledged for filing—Library Board: December 1 - Police & Fire Commission: December 2 & December 12– Plymouth Community Television: December 8**
  - D. **Building Report for December 2025 – 23 Permits at \$593,042**
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. **Resolution:**
  - A. **No. 1 Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing –** City Administrator/Utilities Manager Blakeslee explained part of the 2026 Capital Improvement Plan the City plans to issue debt for the Grove St. Reconstruction, City Park Rehab Project, ATC Capital Call, and Watermain Loop in the upcoming TID #9. Since the bonds will not be issued before some of these projects commence, the City must provide interim financing using fund balance to cover costs incurred prior to receiving bond proceeds. Motion was made by Tauscheck/Matzdorf to approve Resolution No. 1 Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonding. Upon the call of the roll, all voted aye. Motion carried.
7. **New Business:**
  - A. **Discussion and Possible Action of Bid from Vinton Construction Company for the West Stafford St. Parking Lot Improvements –**Director of Public Works Austin explained that bids were opened for West Stafford St.

Parking Lot Project. Seven bids were received, with Vinton Construction Company being the lowest bidder. Austin explained the funding for this project was included in the 2025 Capital Borrowing. Motion was made by Penkwitz/Tauscheck to award the project to Vinton Construction Company for a total bid amount of \$720,293.81. Upon the call of the roll Haucke, Penkwitz, Matzdorf, Tauscheck, Gilson, Binder and Herrmann voted aye; Sande voted aye no. Motion carried.

- B. Discussion and Possible Approval of First Amendment to Development Agreement with LAG Family, LLC** – Blakeslee explained in June 2025 the City approved a development agreement with LAG Family LLC related to the reconstruction of the West Stafford St. Parking Lot and the construction of the Henry Christopher Hotel. The current agreement specifies that the parking lot will be substantially completed by November 2026. The amendment to the development agreement clarifies that the final layer of asphalt will be installed November 2027, or as soon as practicable after the hotel has completed its load-in activities. The adjustment is necessary because installation of the hotel's rooftop bar will require the use of a large crane after the initial completion of the parking lot. Motion was made by Herrmann/Tauscheck to approve the first amendment to the Development Agreement with LAG Family LLC. 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 Tauscheck/Herrmann 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 and

Pursuant to Wis. Stat. 19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of changes against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations regarding – 103 Reed St.

AND

Pursuant to Wis. Stat. 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining require a closed session – Regarding Pre 3 Development Agreement

- 9. Entertain a Motion to go into Open Session:** Motion was made by Tauscheck/Gilson 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 Tauscheck/Herrmann to give 103 Reed St. a raze or repair order for the garage. Upon the call of the roll, all voted aye. Motion carried.
- 11. Adjourn to 7:00 PM on Tuesday, January 27, 2026:** Motion was made by Matzdorf/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.



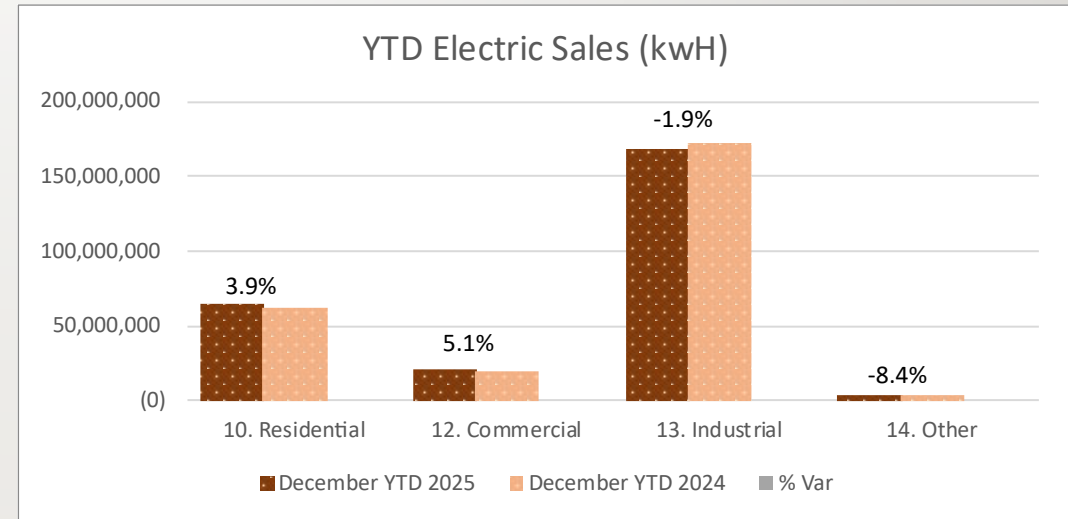
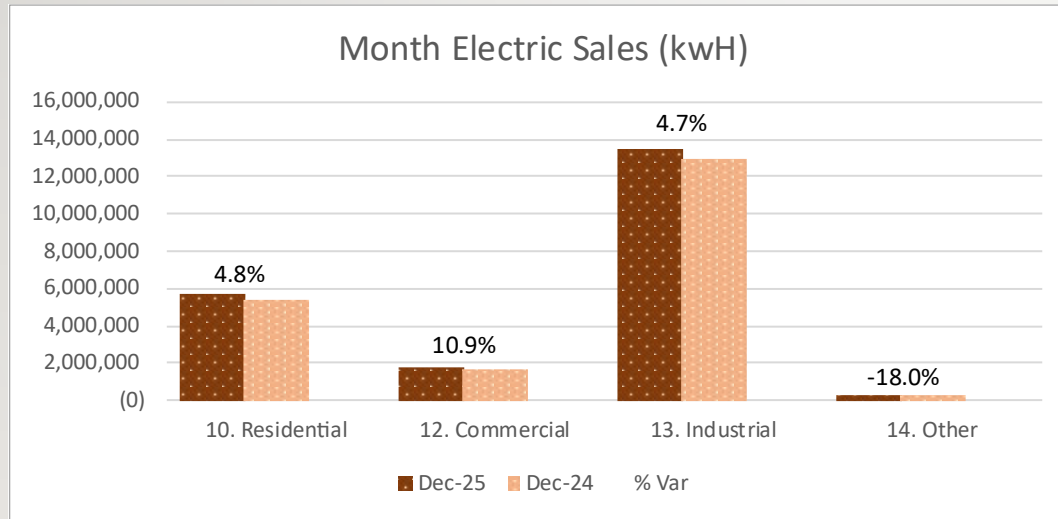


# Plymouth Utilities

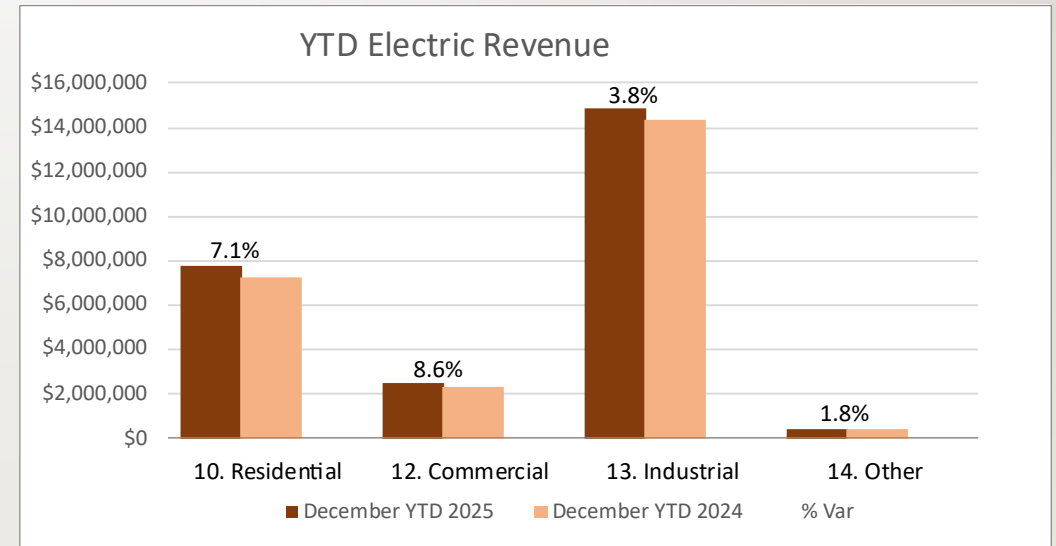
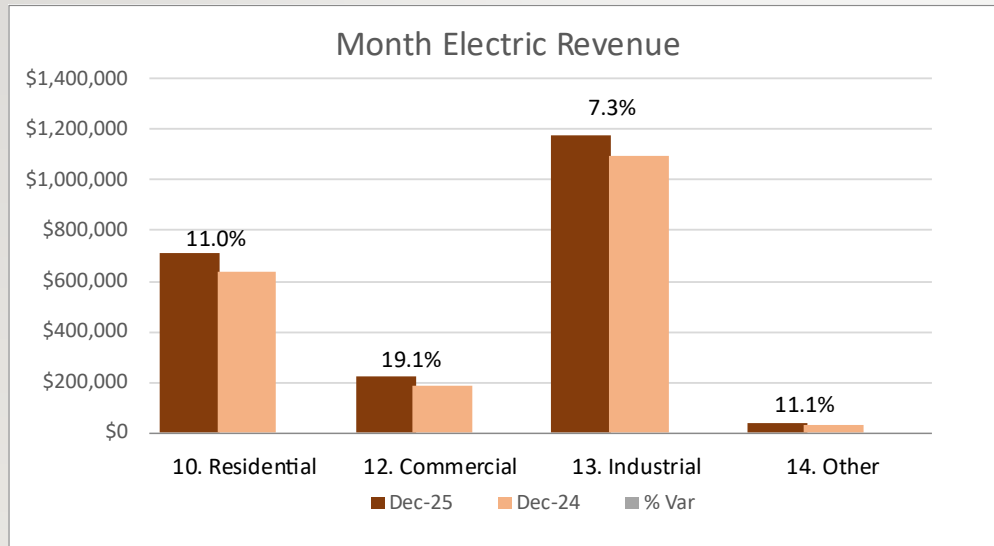
DECEMBER 2025

SALES & REVENUE

# December 2025 Electric Sales

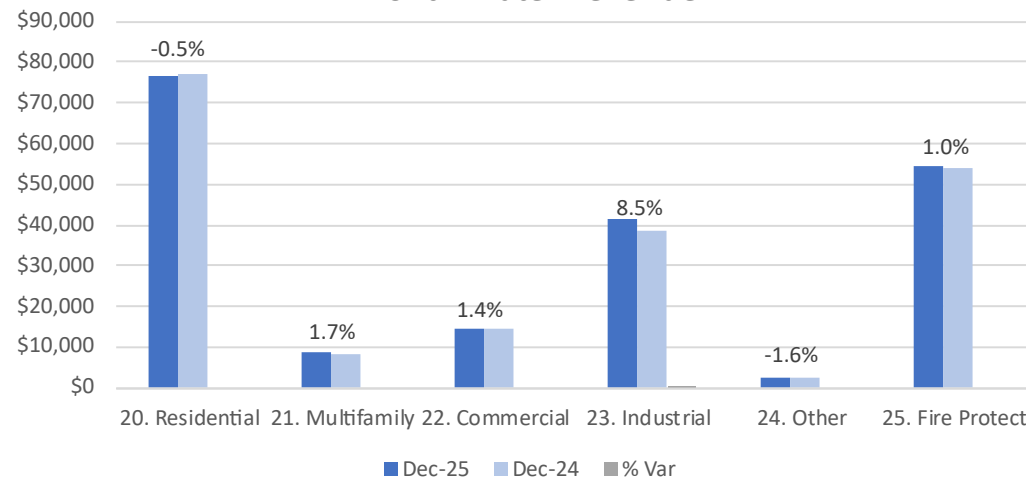


# December 2025 Electric Revenue

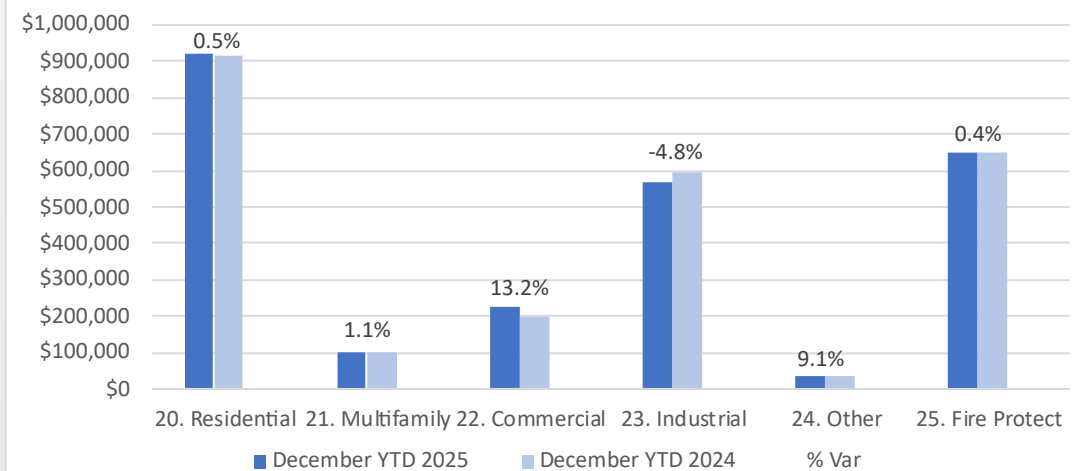


# December 2025 Water Revenue

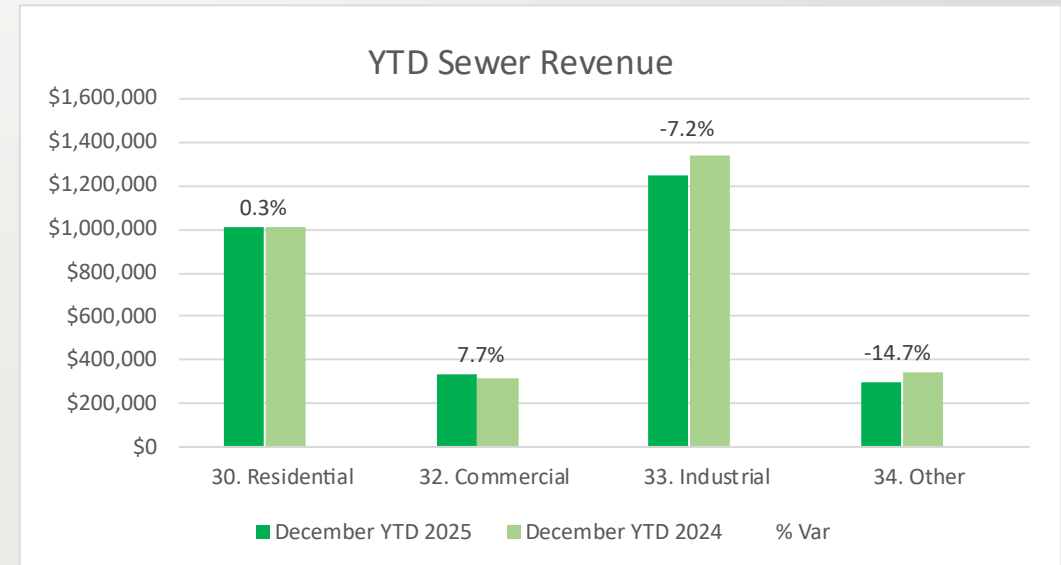
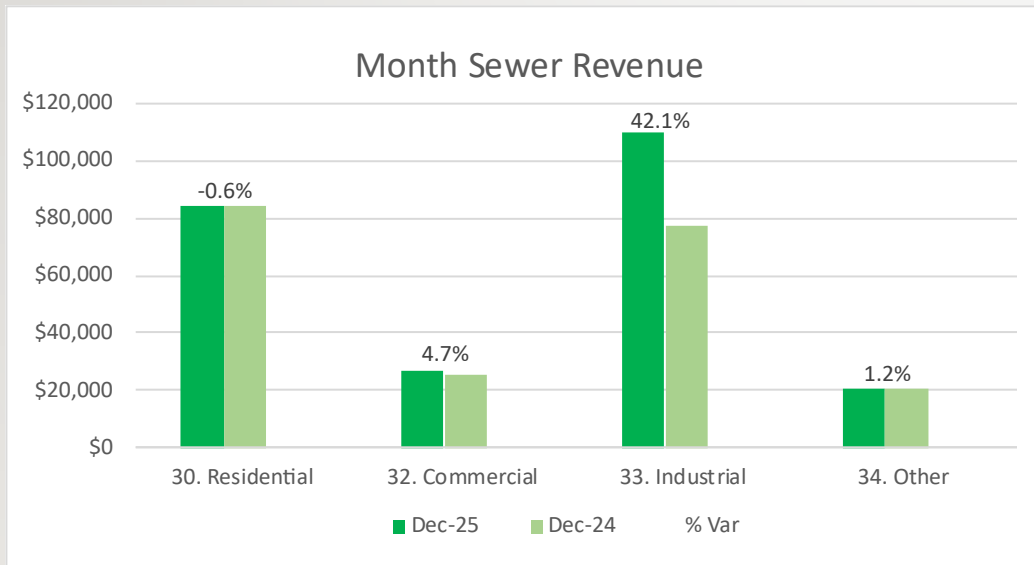
Month Water Revenue

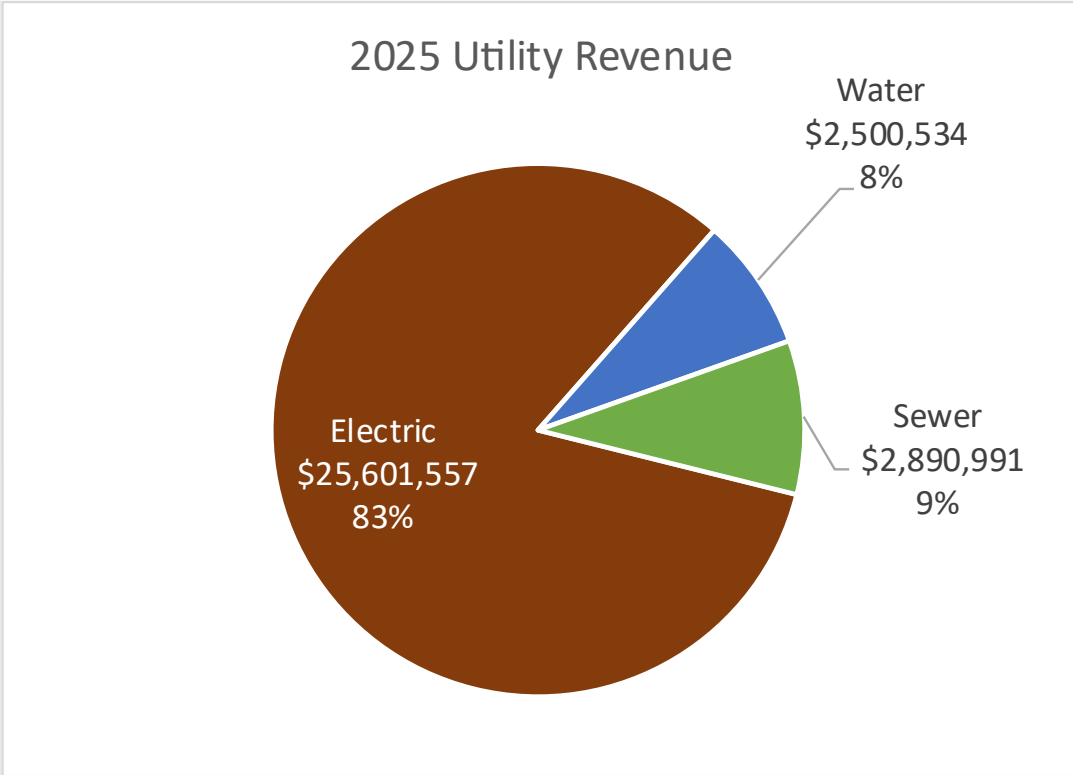


YTD Water Revenue



# December 2025 Sewer Revenue





## Report Criteria:

Selected types: Write Off

Name	Customer Number	Type	Reference Number	Description	Check Number	Amount	Msg	Service
<b>Write Off</b>								
<b>12/09/2025</b>								
MARQUEZ, TAYLOR	14.87.02903.35	Write	1	WRITE-OFF SDC		220.83-	M	Multiple
MCDOLE, MARTIN	18.87.73556.10	Write	2	WRITE-OFF IN HOUSE - DECEASED		215.41-	M	Multiple
MOTT, KELLY	6.87.11484.31	Write	3	WRITE-OFF SDC		323.23-	M	Multiple
NEUMAN, APRIL	16.88.34957.33	Write	4	WRITE-OFF SDC		444.38-	M	Multiple
Total 12/09/2025:						1,203.85-		
<b>01/06/2026</b>								
TER MAAT, RICHARD	1.88.62090.23	Write	1	Write-off		1.36-	M	EL RS CU
Total 01/06/2026:						1.36-		
<b>01/09/2026</b>								
BALDWIN, AUBRY	6.87.54603.31	Write	1	WRITE OFF - SDC		204.06-	M	Multiple
BROCKMANN, KATIE	11.87.15282.12	Write	2	WRITE OFF - SDC		700.61-	M	Multiple
CAHALA, JAMES	14.88.26821.11	Write	3	WRITE OFF - SDC		195.90-	M	Multiple
Total 01/09/2026:						1,100.57-		
<b>01/12/2026</b>								
KROENKE, GABRIELLA	6.88.69680.24	Write	1	WRITE-OFF SDC		292.21-	M	Multiple
MCELLIGOTT, HEATHER	6.88.71050.22	Write	2	WRITE-OFF SDC		171.19-	M	Multiple
MIKULA, RACHEL	6.87.10045.16	Write	3	WRITE-OFF SDC		279.63-	M	Multiple
RIEMANN, JENNA	14.87.04980.24	Write	4	WRITE-OFF SDC		274.27-	M	Multiple
SALAAM, CRYSTLE	13.87.13096.20	Write	5	WRITE-OFF SDC		460.62-	M	Multiple
EVEN, HENRY	6.88.24584.07	Write	6	WRITE-OFF IN HOUSE - DECEASED		355.31-	M	Multiple
SCHULTZ, ANDREW	6.87.51304.18	Write	7	WRITE-OFF SDC		136.94-	M	Multiple
STEINBECK, TORY	6.88.71560.23	Write	8	WRITE-OFF SDC		331.57-	M	Multiple
TIBBS, TYLER	6.88.36121.15	Write	9	WRITE-OFF SDC		944.63-	M	Multiple
ZINTHEFER, LISA	6.88.80094.19	Write	10	Write-off		1.07-	M	Multiple
TAYLOR PROPERTIES LL	18.87.59806.05	Write	11	WRITE-OFF IN HOUSE -BANKRUPTCY		371.99-	M	Multiple
TAYLOR PROPERTIES LL	18.87.59615.14	Write	12	WRITE-OFF IN HOUSE -BANKRUPTCY		379.28-	M	Multiple
Total 01/12/2026:						3,998.71-		
Total Write Off:						6,304.49-		
Grand Totals:						6,304.49-		

City of Plymouth  
Police and Fire Commission Meeting  
Tuesday, January 6, 2026 @ 8:30 A.M.  
Room 210  
Plymouth City Hall, 128 Smith Street, Plymouth, WI 53073

Members Present: President Mark Melcher, Vice President James Flanagan, Secretary Warren Wieser, Gary Rooker, Tim Lemkuil, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker and Acting Co-Fire Chief Michael Birschbach.

President Mark Melcher, called the meeting to order at 8:30 A.M. in Room 210 @ City Hall, located at 128 Smith Street, Plymouth, Wisconsin.

**Consideration and approval of minutes:**

A motion made by James Flanagan and seconded by Gary Rooker to approve the Police and Fire Commission meeting minutes of December 12, 2025. Motion carried.

**Plymouth Police Department Report by Police Chief Ken Ruggles:**

- 1 – Chief Ruggles reported on several past and upcoming special events. i.e., cheese drop 1/1/2026, Night to Shine 2/13/2026, and Chief Ruggles will be guest speaker St John Lutheran Church.
- 2 - Chief Ruggles reported changes to recently adopted City of Plymouth sex ordinance has been completed. The two appeals have been cleared.
- 3 - Chief Ruggles reported Alice training has been completed at Plymouth High School, St John Lutheran School, St John the Baptist Catholic School, and Plymouth Public library. Alice is an initiative-taking approach to emergencies at school. The remaining Plymouth Public Schools will be completed by April.
- 4 – Chief Ruggles reported Plymouth Police Department hold their first department meeting on January 18, 2026. Police officers and staff will be given a legal update covering legal changes over the last year.
- 5 – Chief Ruggles updated commission members on City of Plymouth collecting statistics and information for city referendum scheduled for later this year.
- 6 – Deputy Police Chief, Matt Starker, updated commission members on training classes scheduled for early part of this year.
- 7 – Deputy Police Chief, Matt Starker, informed the commission, that he is investigating training options that may be included in the next capital budget.



**Plymouth Fire Department Report by Acting Co-Fire Chief Michael Birschbach:**

- 1 – Acting Co-Chief Birschbach informed commission member that Fire Department had 319 calls during calendar year 2025.
- 2 – Acting Co-Chief Birschbach updated commission members of three possible new candidates for Plymouth Fire Department. Acting Co-Chiefs, Birschbach and Jason McCoy interviewed three candidates. Both felt two should be considered for an interview by Police and Fire Commission members. The interviews are scheduled for January 12, 2026, at 5:30 and 5:45 pm in room 210 at Plymouth City Hall.
- 3 - Acting Co-Chief Birschbach updated commission members on recent calls. Two of significance was semi / car accident on highway 23 and County Road S and calls to Nutt Ski Hill.
- 4 – Acting Co-Chief Birschbach discussed some of the Fire Department calls to the recently opened Nutt Ski Hill in Plymouth. Acting Co-Chief Birschbach pointed out that protocols need to be set up on how to manage calls when people are injured on the ski hill. A training session and protocol setup is scheduled for January 19, 2026, at the ski hill.
- 5 - Acting Co-Chief Birschbach reported weapons of mass destruction training have been completed. This meets the EMS requirements.
- 6 - Acting Co-Chief Birschbach reported that Co-Chiefs, Birschbach, and Jason McCoy have decided to move back to “points policy” defined in fire department handbook. The points policy requires a minimum attendance at fire department meetings. They will gradually move to enforcing this policy. If fire department personnel do not meet the minimum requirements, these issues will be discussed with people involved.
- 7 – Acting Co-Chief Birschbach reported Fire Engine Six motor will be rebuild at a cost of \$100,000.00. Fire Engine Six Engine is 22 years old. In addition, brakes, springs, and other needed repairs will be completed over the remainder of this year. This should add another 10 years to the life of Fire Engine Six. The rebuild is scheduled for March 6, 2026, and take about three months.
- 8 – Acting Co-Chief Birschbach and Deputy Police Chief, Matt Starker, reported emergency services contracts have been signed with the Plymouth Snow Rangers for their races and Plymouth Dirt Track races.

**Review/questions City Inquiry Guide:**

President Melcher emailed commission members a copy of the newly prepared City Inquiry Guide for the upcoming City of Plymouth Referendum. This referendum will present the need for additional City of Plymouth Police Department staffing.

**Ryan Pafford Thank You Letter:**

President Melcher passed around a letter, he prepared, thanking previous City of Plymouth Fire Chief, Ryan Pafford, for his service. The letter was signed by commission members, Police Chief Ken Ruggles, and Deputy Police Chief, Matt Starker.

**Plymouth Fire Department Banquet Information:**

President Melcher led discussion on commission members attendance at the annual Plymouth Fire Department Banquet scheduled for January 17, 2026, at Amore Restaurant in Plymouth.

**Adjourn:**

President Melcher asked for a motion to adjourn.

Motion for adjournment at 9:17 A.M. by Warren Wieser and seconded by Gary Rooker.  
Motion carried.

Submitted on the sixth of January 2026.

Warren Wieser--- Secretary

**JOINT REVIEW BOARD  
CITY OF PLYMOUTH**

**TAX INCREMENTAL DISTRICT NO. 9  
AND  
TAX INCREMENTAL DISTRICT NO. 10**

**JANUARY 15, 2026 AT 5:00 PM  
UNOFFICIAL MINUTES**

1. **Call to order:** The meeting was called to order at 5 PM in Room 305 at Plymouth City Hall, 128 Smith St., Plymouth WI by Don Pohlman
2. **Roll call:** The following were present: Don Pohlman, John Wyatt – Lakeshore College, Amy Williams – Plymouth School District Member, and Thomas Wegner – Sheboygan County member.
3. **Appointments (as needed):**
  - a. **Public member:** Public member Grace Meyer was appointed to the Joint Review Board.
  - b. **Chairperson:** Wegner/Wyatt made a motion to nominate Don Pohlman as Chairperson. Motion was made to Williams/Wyatt to close nominations and unanimously appoint Don Pohlman as Chairperson. A unanimous aye vote was cast. Motion carried.
4. **Review responsibilities of the Joint Review Board:** Kayla Thorpe from Ehlers discussed the responsibilities of the Joint Review Board. The Joint Review Board is first presented with the project. It goes to Plan Commission for approval of the Resolution, then Common Council for approval of the Resolution and back to the Joint Review Board.
5. **Review and discuss draft Project Plan for Tax Incremental District No. 9:** Thorpe explained that TID # 9 is a proposed industrial district comprising approximately 66 acres located on the southeastern side of the intersection of County Rd PP and State Highway 57. The district will be created to pay the costs of public infrastructure and development incentives needed to be developed by Sargento Cheese. In addition to incremental property value that will be created, the City expects the project will result in the creation of new job opportunities and the retention of a major employer.
6. **Review and discuss draft Project Plan for Tax Incremental District No. 10:** Thorpe explained that TID #10 is a proposed mixed-use district comprising approximately 193 acres located along State Highway 67. The district will be created to pay the costs of public infrastructure projects and development incentives needed for the construction of 119 single family homes to be developed by Neumann Development and a 60-unit multi-family building to be developed by Pre-3 Development.
7. **Set next meeting date to consider approval of the TIDs:** The next meeting date suggested was Thursday, February 26 at 4:15 PM at Plymouth City Hall.
8. **Adjourn:** Wegner/Williams made a motion to adjourn. A unanimous aye vote was cast. Motion carried.



# **Ad Hoc Library Repair, Renovation, and Expansion Committee**

## **UNOFFICIAL MINUTES**

**CITY OF PLYMOUTH, WISCONSIN**

**January 15, 2026 11:00 AM**

**Plymouth Public Library**

**130 Division St.**

**Plymouth, WI 53073**

- 1. Call to order and roll call:** Mayor Pohlman called the meeting to order at 11:00 AM. On the call of the roll, the following were present: Don Pohlman, Mike Penkwitz, Matt Kaczkowski, Susan Brown, and Larry Siegert. Also present were: Leslie Jochman – Library Director, Tim Blakeslee – City Administrator, Jack Johnson – Assistant City Administrator, Anna Voigt – City Clerk, and Dan Wiitanen – Somerville Architect.
- 2. Approval of Minutes from December 18, 2025:** Motion was made by Siegert/Brown to approve the minutes. A unanimous aye vote was cast. Motion carried.
- 3. Continued Discussion with Somerville Architects on the Library Project:** Wiitanen, the Architect from Somerville, went over the two preferred options 2 and 3 from the previous meeting. The new renderings included an addition option for the stairs and elevator. After discussion it was determined that option 3 was preferred without the addition. Wiitanen discussed the cost estimate; he explained the option with the addition vs not having the addition. Questions were brought up how long the construction would take and if the building need to be vacated.
- 4. Adjourn:** Motion was made by Kaczkowski/Brown to adjourn the meeting. A unanimous aye vote was cast. Motion carried.



---

**DATE:** January 21, 2026

**TO:** Common Council & Mayor

**FROM:** Jack Johnston, Assistant City Administrator/Community Development Director

**RE:** **Ordinance No. 1** Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271829210); to Rezone 55.8044 acres of land from A - Agricultural to R-5 Traditional Neighborhood District

**Ordinance No. 2** Amending Section 13-1-21, Zoning Map of the Zoning Code of the City of Plymouth (Parcel # 59271829210); to Rezone 10.6875 acres of land from A – Agricultural to R-4 Multi-Family Residential

---

**Background:**

Neumann Developments, Inc. and Premier Real Estate Development (PRE/3) submitted concept plans to develop vacant land on the City's southwest side in fall of 2025. The plans called for a 119-lot single family residential subdivision to be undertaken by Neumann and a separate 60 unit multi-family development to be undertaken by PRE/3. A new City park was also shown on the concept plans.

In December 2025, the Common Council approved a two-lot CSM for the ~67 acre vacant parcel of land located on the southwest side of the City along STH 67 (parcel #59271829210). The CSM split the parcel into two new lots, one being ~55.8044 acres in size and the other being ~10.6875 acres in size. At that same meeting, the Common Council approved a Comprehensive Plan amendment to redesignate this land as "residential" from the "agricultural" designation it previously had.

Now that the CSM and Comprehensive Plan amendment have been approved, both Neumann and PRE/3 have applied to formally rezone the newly created parcels. Neumann is seeking R-5 Traditional Neighborhood District, a single-family residential district for the ~55.8044 acre parcel and PRE/3 is seeking R-4 Multi-Family Residential District for the ~10.6875 acre parcel. Approval of the rezoning applications will then allow Neumann to continue with a formal preliminary plat for the single family subdivision and allow PRE/3 to submit a formal site plan review application for the multi-family project.

**Comprehensive Plan / Rezoning Request:**

The Common Council approved a Comprehensive Plan amendment to redesignate this land as "residential" on the existing and future land use map in December 2025. As such, an application to formally rezone these lands from A - Agricultural District to a residential district (R-4 & R-5 in this case) is now harmonious with the Comprehensive Plan.

**2024 City of Plymouth Housing Study:**

The City of Plymouth conducted a housing study in 2024 that forecasted an expected need of the following housing types within the City over the next ten (10) years. The results of that study as it pertains to this proposal is below:

- Forecasted Demand: 237 Market-Rate Rentals:
  - Landing at Hub City (approved): 156 units
  - PRE/3 Proposal: 60 units
  - Gap if PRE/3 is built: 21 units
- Forecasted Demand: 134 Market Rate Single Family Homes
  - Neumann Proposal: 119 homes
  - Gap if Neumann is built: 11 homes

**Public Works/Plymouth Fire Department Review:**

Both Public Works and the Plymouth Fire Department do not have any comments on the proposed rezone. Both departments have worked with Neumann and PRE/3 on their initial concept plans and provided feedback. A more thorough review of both the preliminary plat and separate PRE/3 site plan will be provided when those applications are submitted for Plan Commission consideration at a later time. Preliminary feedback based on concept plans have not caused any concerns, however.

**TIF District #10:**

Both Neumann and PRE/3 have submitted separate TIF applications to support this project. The City is currently in the process of creating TID #10 that would support these proposals. The TID creation process has begun and the initial Joint Review Board (JRB) and Plan Commission meeting were held on January 15, 2026. City staff is anticipating the TID district to be considered for final adoption by the Common Council this coming February or March.

**Staff Recommendation:**

Staff recommends the two rezone requests be approved as these developments address the studied housing need in the City of Plymouth based on the 2024 Housing Study.

Procedurally, staff requests the Common Council hold a public hearing on both the Neumann and PRE/3 rezoning petitions separately. After the public hearings are concluded, staff recommends that the Common Council approve the two associated ordinances rezoning the properties to R-4 and R-5 respectively.

**Copies Mailed/Emailed To:**

- I. Emily McFarland: [Emily.Mcfarland@pre-3.com](mailto:Emily.Mcfarland@pre-3.com)
- II. Bryan Lindgren: [blindgren@neumanncompanies.com](mailto:blindgren@neumanncompanies.com)
- III. Ryan Fritsch: [rfritsch@neumanncompanies.com](mailto:rfritsch@neumanncompanies.com)

**Attachments:**

- I. Ordinance 2026-1
- II. Ordinance 2026-2

<b>Action</b>	<b>Date</b>	<b>Status</b>
Plan Commission Meeting; Neumann Concept Plan	9/4/2025	Positive Feedback
Plan Commission Meeting; Rezone Request Neumann, Comprehensive Plan Amendment, CSM	11/6/2025	Rec. Approval
Public Notice: newspaper notice for Comprehensive Plan Amendment	11/7/2025	Published
Plan Commission Meeting; Rezone Request PRE/3	12/4/2025	Rec. Approval
Common Council Meeting; Comp Plan Amendment/ 2 Lot CSM	12/9/2025	Approved
Public Notice: Pre/3 & Neumann newspaper notice; mailer to neighbors/Town of Plymouth	1/9, 1/16 newspaper 1/14/2026 mailer	Published Mailed
Common Council Public Hearing & Action; PRE/3 & Neumann Rezone Public Hearing	1/27/2026	This meeting

**CITY OF PLYMOUTH, WISCONSIN**

**Ordinance No. \_\_\_\_\_ of 2026**

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

**WHEREAS**, the City of Plymouth received a request from Neumann Development, Inc to amend the City of Plymouth Zoning Map from A, Agricultural District to R-5, Traditional Neighborhood District, for approximately 55.8044 acres of real property lying along STH 67, Plymouth, Wisconsin, and as more specifically described on the attached Exhibit A (hereinafter referred to as the "Property"); and

**WHEREAS**, on November 6, 2025, the Plan Commission recommended approval of the rezoning application and supplementary materials and recommended the property to be rezoned to Traditional Neighborhood District (R-5); and

**WHEREAS**, on January 27, 2026, a public hearing was held before the Common Council on the rezoning application, after providing notice as required by Wis. Stat. § 62.23 and City Ordinance Section 13-1-192; and

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

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

**Section 1. Amending Code.** Section 13-1-21, Zoning Map of the City of Plymouth is hereby amended so that the map entitled "Zoning Map, Plymouth, Wisconsin" designates the classification of property as more specifically shown on Exhibit A, as Traditional Neighborhood District (R-5).

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

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

Enacted on \_\_\_\_\_, 2026.

**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
**Donald O. Pohlman, Mayor**

Date: \_\_\_\_\_



**CLERK'S CERTIFICATE OF ENACTMENT**

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

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
**Anna Voigt**, Clerk



**CITY OF PLYMOUTH, WISCONSIN**

**Ordinance No. \_\_\_\_\_ of 2026**

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

**WHEREAS**, the City of Plymouth received a request from Neumann Development, Inc to amend the City of Plymouth Zoning Map from A, Agricultural District to R-4, Multi-Family Residential District, for approximately 10.6875 acres of real property lying along STH 67, Plymouth, Wisconsin, and as more specifically described on the attached Exhibit A (hereinafter referred to as the "Property"); and

**WHEREAS**, on December 4, 2025, the Plan Commission recommended approval of the rezoning application and recommended the property to be rezoned to Multi-Family Residential District (R-4); and

**WHEREAS**, on January 27, 2026, a public hearing was held before the Common Council on the rezoning application, after providing notice as required by Wis. Stat. § 62.23 and City Ordinance Section 13-1-192; and

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

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

**Section 1. Amending Code.** Section 13-1-21, Zoning Map of the City of Plymouth is hereby amended so that the map entitled "Zoning Map, Plymouth, Wisconsin" designates the classification of property as more specifically shown on Exhibit A, as Multi-Family Residential District (R-4).

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

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

Enacted on \_\_\_\_\_, 2026.

**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
**Donald O. Pohlman, Mayor**

Date: \_\_\_\_\_

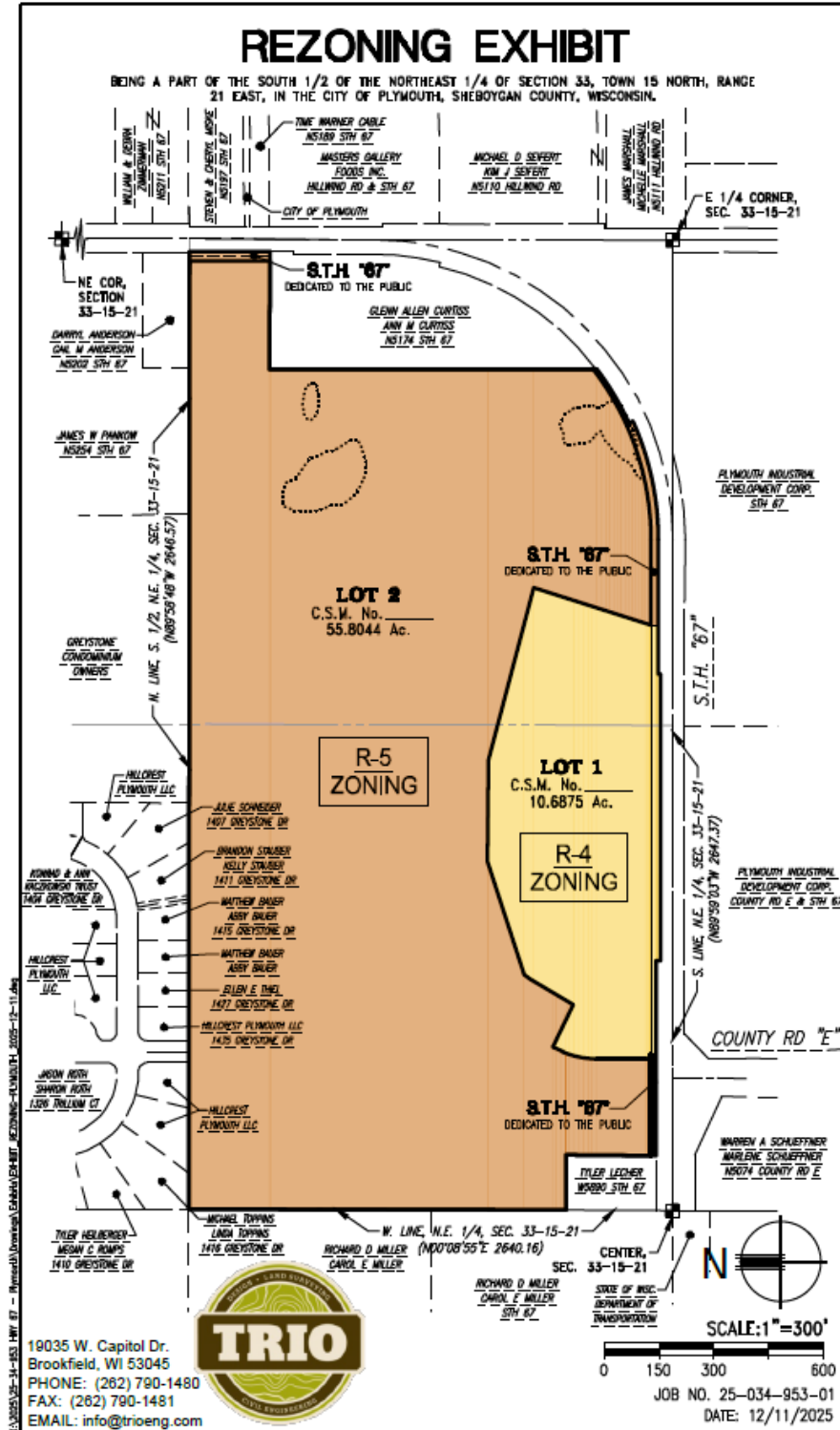
**CLERK'S CERTIFICATE OF ENACTMENT**

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

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
**Anna Voigt**, Clerk

# EXHIBIT A Rezoning Map





---

**DATE:** January 22, 2026

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Ordinance No 3. regarding An Ordinance Amending Section 10-1-23 of the City Of Plymouth Code of General Ordinances Regarding Speed Limit on Hill and Dale Road

---

**Background:** In December, the City received a petition from residents of the Greystone Subdivision, Granite Trace Apartments, and South Hills Subdivision regarding the posted speed limit on Hill and Dale Road within the City limits west of Highway 67. The petition is attached for review and was provided to the Common Council in December. Subsequently, Alder Penkwitz requested the item be placed on the Committee of the Whole agenda, and Alder Tauscheck requested it be placed on both the Committee of the Whole and Common Council agendas for consideration. The petition requests that the City conduct a speed study and reduce the posted speed limit from 45 mph to 35 mph.

**Committee of the Whole:** Earlier this evening, the Committee of the Whole discussed the petition to consider an ordinance change. A draft ordinance is attached for Council consideration if it was recommended by the Committee of the Whole.

**Next Steps:** It is within the discretion of the Common Council to lower the posted speed limit from 45 mph to 35 mph. The Common Council should weigh the resident request along with the supporting data and information provided. Staff also spoke with the Town of Plymouth regarding the short segment of Hill and Dale Road located in the Town, and the Town Chair indicated they have no concerns if the speed limit is reduced. If a change is approved by the Common Council, the posted signs would be replaced once signage is ordered, received, and installed.

**Recommendation:** The Common Council may make a motion to approve ordinance No. 1. Amending Section 10-1-23 of the City Of Plymouth Code of General Ordinances Regarding Speed Limit on Hill and Dale Road to 35 Miles Per Hour.

**Attachments:** Draft Ordinance

**CITY OF PLYMOUTH, WISCONSIN**

Ordinance No. \_\_\_\_\_ of 2026

**AN ORDINANCE AMENDING SECTION 10-1-23 OF THE CITY  
OF PLYMOUTH CODE OF GENERAL ORDINANCES REGARDING  
SPEED LIMIT ON HILL AND DALE ROAD**

**WHEREAS**, recent residential development and citizen concerns regarding the speed of traffic on Hill and Dale Road have been brought to the attention of the Common Council; and

**WHEREAS**, pursuant to Wis. Stats. §§ 346.57 and 349.11, the Common Council may reduce the speed limit to thirty-five miles per hour on any highway within the outlying district of the City of Plymouth.

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

**Section 1. Amending Code.** Section 10-1-23(e), Speed Limits, is hereby amended to read as follows (deletions indicated by ~~strike through~~; insertions by underline):

“(e) Hill and Dale Road from State Highway 67 west for a distance of 2,230 feet  
and east for a distance of 2,645 feet - 45 35 miles per hour.”

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

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

Enacted on January \_\_\_\_\_, 2026.

**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
**DONALD O. POHLMAN**, Mayor

Date: \_\_\_\_\_, 2026

**CLERK’S CERTIFICATE OF ENACTMENT**

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

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
**ANNA VOIGT**, Clerk

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



Telephone: (920) 893-3739  
Facsimile: (920) 893-0183  
Web Site: [plymouthgov.com](http://plymouthgov.com)

---

**DATE:** January 20, 2026

**TO:** Common Council & Mayor

**FROM:** Jack Johnston, Assistant City Administrator/Community Development Director

**RE:** **Discussion and Possible Action on Extraterritorial Certified Survey Map (CSM) for;** N5908 Willow Rd and parcel number 59016218990 located in the Town of Plymouth

---

**Background:**

Van Horn Automotive has submitted an application for approval of a certified survey map in the Town of Plymouth that is located in the City of Plymouth Extraterritorial Review jurisdiction (1.5 miles from City of Plymouth boundaries). The land division has already been approved by the Town of Plymouth and seeks create a new parcel that would allow Van Horn to expand their business operation west.

**Van Horn Site Expansion:**

Van Horn has not provided definitive expansion plans to the Town or City at this time. The added acreage would possibly be used for a parking lot expansion or expanding the service area. However, this is long range planning and none of these expansion efforts appear to be imminent at this time.

**Public Works/Plymouth Fire Department Review:**

As the site expansion is not being contemplated at this time, both DPW and Plymouth Fire Department did not provide comments.

**Sheboygan County Review:**

Because no soil tests have been submitted, Sheboygan County requires the newly created lots to be considered out-lots until soil tests show they can support some sort of waster water treatment system. This is reflected on the CSM. The County will also have to approve this CSM.

**Plan Commission Recommendation:**

At the Plan Commission meeting on January 15, 2026, the Plan Commission unanimously recommended that the CSM be approved as presented.

**Staff Recommendation:**

The property is not located near adjacent City lands or roadways. As such, staff recommends the Common Council approve the CSM as presented.



**Copies Mailed/Emailed To:**

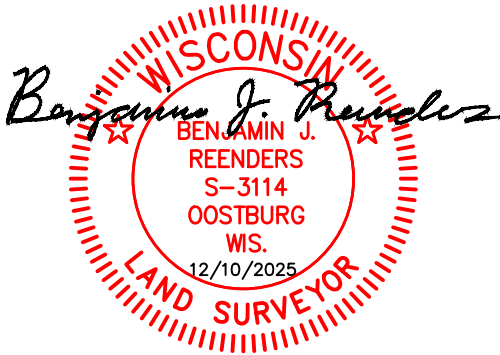
- I. Kayce Voelker: [kvoelker@vhcars.com](mailto:kvoelker@vhcars.com)

**Attachments:**

- I. Certified Survey Map

CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AND  
PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 24, T15N, R21E, TOWN OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.



This instrument was drafted by Benjamin J. Reenders.

LEGEND

- = Set 3/4"x18" Rebar  
min. 1.13 lbs. per foot
- = Found Iron Pipe
- ⊕ = Section Corner Monument

NOTES:

OWNER AND SUBDIVIDER:  
KLEINHANS TRUST

BEARINGS ARE BASED ON THE EAST LINE OF  
THE NORTHEAST 1/4 OF SECTION 24, T15N,  
R21E, AS BEING N0°21'18"W PER THE  
SHEBOYGAN COUNTY COORDINATE SYSTEM.

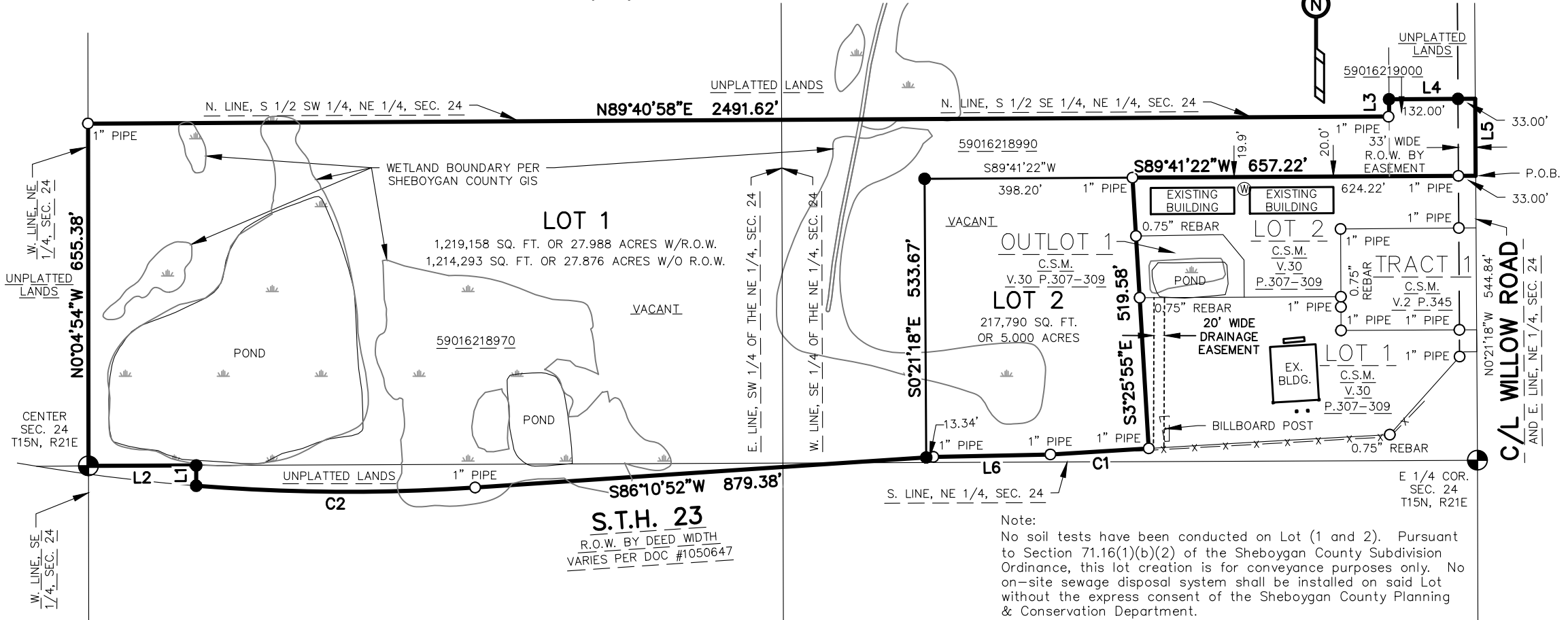


100 South 10th Street  
Oostburg, WI 53070

920-547-0599

**CEDAR CREEK SURVEYING, LLC**  
ENGINEERS • SURVEYORS • DRAFTERS  
[www.cedarcreeksurveying.com](http://www.cedarcreeksurveying.com)

FILE No.: 2025191S DATE: 12/10/2025 PAGE: 1 OF 3



Note:  
No soil tests have been conducted on Lot (1 and 2). Pursuant to Section 71.16(1)(b)(2) of the Sheboygan County Subdivision Ordinance, this lot creation is for conveyance purposes only. No on-site sewage disposal system shall be installed on said Lot without the express consent of the Sheboygan County Planning & Conservation Department.

CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AND  
PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 24, T15N, R21E, TOWN OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a part of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 24, T15N, R21E, Town of Plymouth, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the East 1/4 corner of said Section 24; thence N0°21'18"W 544.84 feet along the East line of the Northeast 1/4 to the POINT OF BEGINNING of this description; thence S89°41'22"W 657.22 feet; thence S3°25'55"E 519.58 feet along the West Line of C.S.M. V.30, P. 307-309; thence Westerly 188.94 feet along the Northerly Right-of-way line of State Highway 23 on a 68905.22 foot radius curve to the right, the chord of which bears S86°26'45"W 188.94 feet; thence S88°49'52"W 224.15 feet along said Right-of-way.; thence S86°10'52"W 879.38 feet along said Right-of-way; thence Westerly 534.34 feet along said Right-of-way on a 3659.72 foot radius curve to the right, the chord of which bears N89°38'10"W 533.87 feet; thence N0°02'37"W 38.87 feet; thence S89°46'02"W 206.25 feet along the South Line of said Northeast 1/4 the to Center of Section 24; thence N0°04'54"W 655.38 feet along the West line of the Northeast 1/4; thence N89°40'58"E 2491.62 feet along the North line of the South 1/2 of the Southwest and Southeast 1/4 of the Northeast 1/4 of said Section 24; thence N0°21'18"W 33.00 feet; thence N89°40'58"E 165.00 feet; thence S0°21'18"E 147.44 feet along said East line of the Northeast 1/4 to the point of beginning.

This parcel contains 1,436,948 square feet or 32.988 acres.

That such map is a correct representation of the exterior boundaries of the land surveyed and the division thereof.

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the Town of Plymouth in surveying, dividing and mapping the same.

Benjamin J. Reenders Dated this 10th day of December, 2025  
Benjamin J. Reenders PLS S-3114



Curve Table					
Curve #	Delta	Arc	Radius	Bearing	Distance
C1	0°09'26"	188.94'	68905.22'	S86°26'45"W	188.94'
C2	8°21'56"	534.34'	3659.72'	N89°38'10"W	533.87'

Line Table		
Line #	Direction	Length
L1	N0°02'37"W	38.87'
L2	S89°46'02"W	206.25'
L3	N0°21'18"W	33.00'
L4	N89°40'58"E	165.00'
L5	S0°21'18"E	147.44'
L6	S88°49'52"W	224.15'





100 South 10th Street  
Oostburg, WI 53070



920-547-0599

CEDAR CREEK SURVEYING, LLC

ENGINEERS • SURVEYORS • DRAFTERS

www.cedarcreeksurveying.com

FILE No.: 2025191S    DATE: 12/10/2025    PAGE: 2 OF 3

CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF AND  
PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 24, T15N, R21E, TOWN OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

CORPORATE OWNERS CERTIFICATES

Wade Kleinhans and Gail Kleinhans Revocable Trust, as owner, does hereby certify that we have caused the lands described herein to be surveyed, divided, mapped, and dedicated as represented on this map. We also certify that this map is required to be submitted to the Town of Plymouth, City of Plymouth (extraterritorial), and the Sheboygan County Planning Department for approval.

\_\_\_\_\_ Dated \_\_\_\_\_, 2025  
Wade Kleinhans, Trustee

\_\_\_\_\_ Dated \_\_\_\_\_, 2025  
Gail Kleinhans, Trustee

TOWN OF PLYMOUTH APPROVAL CERTIFICATE

Resolved that the Certified Survey Map in the Town of Plymouth is hereby approved by the town board of the Town of Plymouth.  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ Town Chairman  
\_\_\_\_\_ Town Clerk

CITY OF PLYMOUTH (EXTRATERRITORIAL) APPROVAL CERTIFICATE

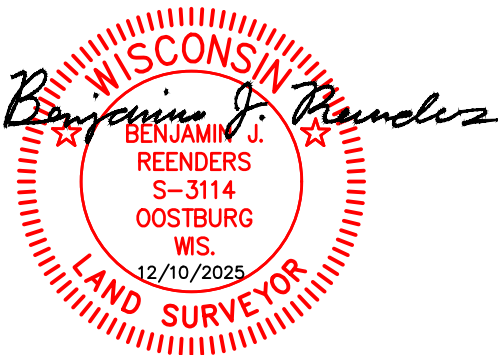
Resolved that the Certified Survey Map in the Town of Plymouth is hereby approved by the City of Plymouth.  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ Title  
\_\_\_\_\_ Title

COUNTY OF SHEBOYGAN PLANNING DEPARTMENT CERTIFICATE

Resolved that the Certified Survey Map in the Town of Plymouth is hereby approved by the Sheboygan County Planning Department.  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ Title



This instrument was drafted by Benjamin J. Reenders.



 100 South 10th Street  
Oostburg, WI 53070

 920-547-0599

CEDAR CREEK SURVEYING, LLC

ENGINEERS • SURVEYORS • DRAFTERS

[www.cedarcreeksurveying.com](http://www.cedarcreeksurveying.com)

FILE No.: 2025191S    DATE: 12/10/2025    PAGE: 3 OF 3



---

**DATE:** November 6, 2025

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Approval of Development Agreement for Neumann Developments, Inc

---

**Background:** Over the past nine months, staff has been in discussions with Neumann Development regarding the creation of a 119-lot residential subdivision in the southwestern portion of the City, north of the STH 67 curve. This development would coincide with the establishment of Tax Increment District (TID) #10. To help facilitate this project and TID #10, the City recently annexed approximately 115 acres south of STH 67.

Several months ago, Neumann executed a TIF Application Agreement to reimburse City costs associated with Ehlers (the City's financial advisor) completing a financial pro forma analysis for the proposed project. That pro forma analysis was presented and discussed in closed session in November 2025 as part of the City's development agreement negotiations. Direction from closed session was for staff and the City Attorney to finalize the development agreement with Neumann Development.

In summary, the analysis indicates a need for a pay-as-you-go (pay-go) TID structure to support public infrastructure improvements required for the project (streets, sidewalks, underground utilities, etc.). A pay-go TID protects the City by allowing the developer to install public improvements upfront, while the City reimburses eligible costs only as TID increment revenue is generated. This approach reduces financial exposure and avoids the City taking on significant upfront debt for infrastructure needed for the project.

The final development agreement is attached. It includes 119 single-family homes constructed over four (4) phases, along with related improvements, and provides for an 85% pay-go reimbursement of TID increment through a four-phase Municipal Revenue Obligation (MRO) with a cap of \$11,921,980. As noted above, the majority of the MRO covers public infrastructure (streets, water, sewer, sidewalks, electric, and a neighborhood park), with the remaining portion providing additional financial support to Neumann to advance the project and help ensure timely completion. The agreement includes a lookback provision to ensure that cost estimates provided by Neumann are accurate and reduces the MRO accordingly if actual costs are lower. Based on the current projections, it is estimated the homes will be complete by 2033.

This structure also allows the City to allocate the remaining 15% of TID increment toward other public improvement needs, including the sanitary force main upgrade, the Wastewater Treatment Facility (WWTP) Facility Plan, and the water main extension along STH 67 south of CTH PP. Any additional increment beyond these priorities could support a future municipal well and future WWTP upgrades. Associated Appraisals estimates the total project value at \$47,600,000.

The development agreement also includes key protections and requirements, including terms in the agreement to self-restrict lot sizes above the minimum required in the R-5 district, warranty provisions for completed work, a letter of credit, and inspection requirements. The agreed upon General Development Plan is included in the agreement as an attachment and includes the general specifications for project work. The preliminary plat for the overall subdivision is anticipated to be considered by the Plan Commission in February. For each phase, a detailed implementation plan and phased final plat will be developed and reviewed.

City staff, the City Attorney, and Ehlers are comfortable with the development agreement as presented. References from peer communities speak very highly of Neumann as a developer, their construction process, and overall project coordination. In summary, this development agreement provides long-term growth opportunities and supports the creation of additional quality housing in Plymouth for years to come.

**Strategic Plan Alignment:** The Neumann Development agreement advances key goals from the City's 2023–2026 Strategic Plan:

- Outcome: Expanded Economic Development
- Outcome: TIF District Utilization Expanded
- Outcome: Increased Housing For Options For All

**Staff Recommendation:** Approve Development Agreement for Neumann Developments, Inc

**Attachments:** Draft Development Agreement

**DEVELOPMENT AGREEMENT FOR**  
**NEUMANN DEVELOPMENTS, INC.**  
**(TID No. 10)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between the CITY OF PLYMOUTH, a municipal corporation located in Sheboygan County, Wisconsin (the “City”), NEUMANN DEVELOPMENTS, INC., a Wisconsin business corporation (the “Parent”), and HG PLYMOUTH, LLC, a Wisconsin limited liability corporation (“Owner”) (the Parent and Owner are referred to herein, collectively, as “Developer”) (the City and Developer are each sometimes referred to herein as a “Party” and, collectively, as the “Parties”).

**RECITALS**

WHEREAS, the City is a municipal corporation located in Sheboygan County, Wisconsin, organized and existing pursuant to Chapter 62 of the Wisconsin Statutes, with authority to enter into this Agreement under its zoning and subdivision control ordinances.

WHEREAS, the City has established Tax Incremental District No. 10 (the “District”) as a mixed-use district, in order to finance project costs and development incentives within the District as permitted under Wis. Stats. Section 66.1105.

WHEREAS, Owner has or will purchase certain real property located in the City of Plymouth, Wisconsin (the “Property”) described on Exhibit A attached hereto and incorporated herein by this reference, which Property is within the District.

WHEREAS, Developer has proposed to develop on the Property a multi-phase development of single-family homes to be known as “Heritage Grove” near State Highway 67 on Lot 2 of the Certified Survey Map recorded in the Sheboygan County Register of Deeds as Doc. No. 2188519, comprising 55.804 acres (the “Project”). The Project will include the construction of such homes and related improvements as well as the construction of certain private and public infrastructure improvements required to serve the homes and the public, pursuant to all applicable federal, state and local regulations and approvals and in compliance with the terms and conditions of this Agreement.

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

NOW, THEREFORE, the City and Developer, in consideration of the terms, conditions and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## AGREEMENT

1     **Introductory Paragraph and Recitals.** The introductory paragraph and Recitals set forth above are incorporated herein and constitute agreements between the City and Developer as if fully set forth in the body hereof.

### 2     **The Project.**

2.01   Project Construction. Developer, at its cost and expense, agrees to construct, install, and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with development, design, construction and installation of the Project, including all improvements. Developer agrees to engage qualified contractors for all work performed by the Developer under this Agreement.

2.02   Project Scope. As currently contemplated, the Project will consist of the development and construction of approximately 119 single-family homes constructed over four (4) phases and related improvements as well as the construction of private and public infrastructure improvements all as described herein (collectively, the “Improvements”) pursuant to the site plan and other plans attached to the GDP (collectively, the “Site Plan”). Without limiting the generality of the forgoing sentence as to the scope of the Improvements, the Improvements will include certain “Public Improvements” (described in Section 3 below) and certain “Private Improvements” (described in Section 4 below). The provisions of this Section 2 shall apply to all Improvements, including the Public Improvements and the Private Improvements, Section 3 below contains additional provisions relating to the Public Improvements, and Section 4 below contains additional provisions relating to the Private Improvements.

2.03   Phasing Plan; Project Plans. The Project is anticipated to be developed in multiple phases (each a “Phase”) pursuant to the preliminary phasing plan attached to the GDP (the “Phasing Plan”), as may be adjusted as noted below. Prior to the commencement of each Phase, and subject to the approval process set forth below, Developer shall develop with the City a “Specific Implementation Plan” (“SIP”) for such Phase as well as detailed building plans and specifications for the Improvements in such Phase (the “Plans and Specifications”), each in form and content reasonably acceptable to the City and approved by the Common Council. Each approved SIP shall be deemed to amend the GDP (including, without limitation, the Site Plan and the Phasing Plan) to the extent such SIP differs from the GDP. Further, it is anticipated that, prior to or simultaneously with the approval of the SIP for the first Phase, the Phasing Plan will be further refined and adjusted in form and content reasonably acceptable to the City and approved by the City Administrator. The SIP and the Plans and Specifications for each Phase shall include, without limitation, plans for any Public Improvements and Private Improvements to serve such Phase. Developer agrees to develop the Project in material conformity with the GDP, the Site Plan and the Phasing Plan (each as may be amended from time to time, including pursuant to a SIP). Further, Developer agrees to develop each Phase according to the applicable SIP and Plans and Specifications for such Phase. After approval, Developer agrees not to materially alter the Site Plan, Phasing Plan or each Plans and Specifications without the prior written consent of the City, which consent shall not be unreasonably withheld.



2.04 Reserved.

2.05 Conformity with Law; Project Approvals. Developer will conform and comply with, and will cause each of Developer's employees, agents, contractors and subcontractors to comply with, and will cause the Project and each Phase of the Project (including all Improvements) to be in conformance and compliance with, all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances (collectively, "applicable law" or "applicable laws"). Developer shall have in effect at all times all permits, approvals and licenses as may be required under applicable law by any governmental authority or non-governmental entity in connection with the development and construction of the Project. Before commencing each Phase of the Project, Developer shall obtain all required approvals for such Phase, including, without limitation, approval of the applicable SIP and Plans and Specifications, zoning approvals, building permits and other approvals required by applicable law. The City agrees to reasonably cooperate with the Developer to facilitate such approvals, provided the City shall not be required to expend funds. Without intending to limit the generality of the foregoing sentence, the City shall reasonably cooperate with Developer in Developer's applications for all building and other permits that may be necessary for the completion of the applicable Phase; provided, however, that this Agreement shall not obligate the City to grant variances, exceptions or conditional use permits. The City shall promptly consider all applications by Developer for the applicable Phase for all necessary zoning, building, or engineering permits and approvals from the City, all in accordance with all applicable City ordinances and procedures, including, without limitation, the GDP, the SIP for such Phase and any requested amendments thereto.

2.06 Plat and SIP Approval. In connection with the Project, the Property will be subdivided into several lots (and outlots) as shown on the Site Plan to allow for the eventual sale of lots with single-family homes. To that end, Developer shall complete one or more subdivision plats for each Phase. The City shall, upon the filing of the bond or letter of credit for the Public Improvements and Private Improvements for the applicable Phase, as provided below, and compliance by Developer with the requirements of all approving and objecting agencies under applicable law, approve the applicable plat(s) and SIP for such Phase, and cause the same to be signed and endorsed by the appropriate City officers for recordation by Developer.

2.07 Building Permits. The City shall, upon the recording of the Plat(s), grant Developer or any affiliated entity of Developer, building permits for the construction of the applicable Phase, and shall issue such other permits, including occupancy permits, adopt such resolutions and execute such documents as may be necessary to permit Developer to construct and develop the applicable Phase. No residential occupancy permits shall be issued for a Phase until all Public Improvements for such Phase, exclusive of the second lift of asphalt for the streets, and all Private Improvements for such Phase, have been installed and approved; provided, however, that if the applicable SIP for such Phase contemplates that certain work may be completed after issuance of occupancy permits, such provision(s) of such SIP shall control. The City shall cooperate with Developer in obtaining similar permits, resolutions, and documents as may be necessary from other authorities having jurisdiction over the Property pursuant to applicable law; provided, however that the City shall not be required to expend any funds in connection with such cooperation.

## 2.08 Inspections.

2.08.1 Construction of all Improvements for each Phase shall be compliant with all applicable approvals noted above, the applicable Plans and Specifications, the GDP, the applicable SIP, this Agreement and applicable law. To that end, the Public Improvements and the Private Improvements for each Phase shall be inspected by the City Engineer on an ongoing basis to confirm they have been properly installed. The City's inspection of the Improvements shall occur upon City request at any time but also within forty-five (45) days of written notice by Developer that Developer desires to have the City inspect and accept certain Improvements. The City Engineer shall be given sufficient access for inspection and certification to the City. Developer shall reimburse the City for all reasonable costs of these inspection services within thirty (30) days of invoicing.

2.08.2 The City shall provide timely notice to Developer whenever observation reveals that any Public Improvements or Private Improvements do not conform to the standards noted above or are otherwise defective. The Developer shall have a reasonable period of no less than thirty (30) days from the issuance of such notice to correct or substantially correct the defect.

2.08.3 The Developer's engineer shall provide a complete and updated digital file compatible with the City's programs for viewing plans, including change order modifications and final as-builts, which file includes all of Developer's improvement plans for use by the City Engineer for their review and use in making copies for construction and to show the construction record.

2.08.4 The City Engineer shall timely provide a certification to the City, with a written copy to Developer, when the Public Improvements and the Private Improvements for each Phase have been completed certifying, if true, that the Public Improvements and the Private Improvements for such Phase have been completed substantially in accordance with the City-approved Plans and Specifications and the SIP for such Phase.

2.09 Fees. Without limiting or revising Section 5.05 below or any other provision herein regarding fees to the City, upon written notice and detailed billing from the City, the Developer shall pay all fees required by the City of Plymouth Municipal Code and in the manner provided therein. The detailed descriptions of any amounts due shall include copies of all invoices from third parties to the City for which the City is passing along to Developer. Any and all costs for outside consultants shall be charged at the rate the consultant charges the City. These fees will include all reasonable fees, expenses, costs and disbursements which shall be incurred by the City from and after execution of this Agreement, in connection with the Project relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including, without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. City employee costs shall be based on regular City pay rates and the City shall use commercially reasonable efforts to bill to Developer within ninety (90) days after they are incurred. Any costs from and after execution of this Agreement, for outside consultants shall be charged at the rate the consultant charges the City. Any charges not paid by Developer within thirty (30) days of being invoiced may be assessed against the Property as a special charge pursuant to § 66.0627, Wis. Stat. to the extent permitted

thereunder. Developer understands and acknowledges that the attorneys, engineers, and other consultants retained by the City are acting exclusively on behalf of the City and not the Developer.

2.10 24-Hour Notification. Developer agrees to provide the City with 24-hour phone number(s) to be used in case of emergency during construction of the Project (the “Emergency Contact”). The initial Emergency Contact shall be Kevin Anderson, who may be reached at 262-825-8068. The Developer further agrees to timely notify the City in the event the 24-hour phone number(s) should change, and in that event will provide the City with new 24-hour phone number(s).

2.11 Survey Monuments; Construction Staking. Developer shall exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer. Developer shall provide all construction staking.

2.12 Design Responsibility. The ultimate responsibility for the proper design and installation of Improvements rests with the Developer. The fact that the City or its engineer, or its attorney, or its staff may approve a specific development shall not constitute a waiver or relieve the Developer from the ultimate responsibility for the design, performance and function of the Improvements until the expiration of any warranty period(s) contemplated herein and applicable statute of limitations period related to such work.

2.13 Sale of Lots and Issuance of Building Permits. After execution of this Agreement, the recording of the applicable plat(s), the deposit of all funds and security with the City as herein provided, and the construction of the applicable Improvements to substantial completion for a Phase, Developer may convey constructed single-family dwelling lots in such Phase to third parties. The City reserves the right to withhold the issuance of any and all building and/or occupancy permits if Developer is in material violation of this Agreement.

2.14 Single-Family Dwelling Use Restriction. The use of the Property and the lots created shall be restricted to the development of “single-family dwellings” as that term is defined and interpreted under Title 13, Chapter 1 of the City’s Ordinances (as may be renumbered or amended) and the other Improvements contemplated herein associated with such single-family dwellings. Any other uses of any portion of the Property (including the lots to be created) shall require the express approval of the Common Council, which approval may be withheld in its sole discretion. The lots shall have the following setback restrictions: twenty-five (25) foot front yards, twenty-five (25) foot rear yards, seven and a half (7.5) foot side yards, and fifteen (15) foot side corners.

2.15 Use-Value Conversion Charge. Developer agrees that upon the recording of the plat(s) and commencement of construction, any agricultural land included within the Property shall be deemed by the Developer, City and Sheboygan County to have changed, and the Developer shall be responsible for payment of the use-value conversion charge.

### **3 Public Improvements – Additional Provisions.**

3.01 Public Improvements, Generally. As a component part of the Improvements, Developer shall construct, at Developer’s cost, all roads, sidewalks and utilities

(including water, sanitary sewer, public park and storm sewer) and other improvements intended to become public improvements for each Phase consistent with and/or contemplated by the approvals noted above, the GDP, the approved SIP for such Phase, the Plans and Specifications for such Phase and applicable law (the “Public Improvements”). The City will not be responsible for financing any costs related to the cost of constructing such Public Improvements. As discussed in more detail below, upon completion of the Public Improvements for a Phase, such Public Improvements will be dedicated to the City, subject to City inspection and approval.

3.01.1 Developer shall be responsible, at its expense, for the power extension on the Property including J-Boxes and transformers. The City through its electric utility will provide Developer with a cost estimate for the extension of power within the Development. Developer shall pay the City one hundred percent (100%) of the cost estimate no later than two (2) weeks after Developer receipt of the cost estimate. For each meter activated within five (5) years of installation Developer will receive a reimbursement of \$1,028 per meter.

3.02 Public Improvements Initial Construction Commencement and Completion Deadline. In accordance with Section 14-1-51 of the City of Plymouth Municipal Code, Developer agrees (i) to commence substantial construction of all Public Improvements which are public street, water, sewer or storm water facilities (provided such storm water facilities are limited to those within the right-of-way, the other storm water facilities, including basins, are Private Improvements) for the first Phase within one (1) year of the Effective Date of this Agreement, otherwise, this Agreement shall be deemed null and void thereafter; and (2) once construction of said Public Improvements for the first Phase has commenced, the Public Improvements for all Phases shall be completed within eight (8) years of such commencement of substantial construction of such Public Improvements for the first Phase. As used herein, “commencement of substantial construction” shall mean that Developer has entered into a binding contract with a general contractor and/or any and all necessary subcontractors for the construction of said Public Improvements and such contract(s) contemplate construction commencement prior to such 1-year deadline.

3.03 Bond for Public Improvements.

3.03.1 No construction or installation of the Public Improvements for any Phase shall be commenced until Developer has provided security to the City in the form of a bond or letter of credit acceptable to the City Engineer, the City Administrator/Utilities Manager and the City Attorney, which such bond or letter of credit shall not exceed one hundred twenty percent (120%) of the cost of the Public Improvements for such Phase in accordance with applicable City Ordinances, to cover the cost of the Public Improvements which are proposed for installation within the applicable Phase. The security instrument shall be accompanied by an estimate of the cost of the Public Improvements to be installed as part of the Phase; provided, however, it is agreed that this cost does not include land disturbing activities that are necessary to achieve the desired subgrade for public improvements, pursuant to Wisconsin Statute Section 236.13.

3.03.2 It is further agreed that as construction and installation of certain segments of the Public Improvements are completed by Developer for a Phase and approved by the City Engineer and accepted by the City in accordance with the terms of this Agreement, the bond or letter of credit shall be reduced to 120% of the estimated cost of the remaining

uncompleted Public Improvements for such Phase; provided, however, said bond or letter of credit shall only be reduced upon the certification of the City Engineer, and approval by the City Administrator/Utilities Manager, which such certification and approval shall not be unreasonably withheld and subject to the warranty requirements and retention set forth in Sections 3.05 and 4.03.

3.03.3 The City acknowledges and agrees that, prior to the City's acceptance of the Public Improvements, Developer may request, in writing, and the City shall approve in its reasonable discretion and in accordance with this Agreement, a pro rata reduction of the bond or letter of credit upon completion of certain Public Improvements. At no time shall the bond or letter of credit be reduced below the greater of (i) 120% of the City Engineer's estimated cost to complete construction of any and all uncompleted Public Improvements within the Phase or (ii) the amount specified in Section 3.05 below to secure Developer's warranty.

#### 3.04 Dedication of Public Improvements to the City; Utility Easements.

3.04.1 Subject to the provisions of Section 14-1-63 of the City of Plymouth Code of Ordinances, and the provisions set forth in this Section 3.04, upon the approvals and recording of the subdivision plat(s) for a Phase, the Public Improvements for such Phase shall be dedicated to the City by separate written instrument in a form approved by the City Engineer and City Attorney after acceptance of such Public Improvements by the City. Additionally, subject to the provisions of the City Ordinances referred to above and the other provisions of this Agreement, Developer shall, without charge to the City, upon completion of all of the Public Improvements for a Phase, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation because of enumeration, all mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of or pertain to such Public Improvements, and together with any and all necessary and required easements for access thereto. After such dedication, the City shall have the right to connect or integrate other improvements or public facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer.

3.04.2 When Developer has completed the Public Improvements for a Phase and has dedicated the same to the City as set forth herein, the same shall be accepted by the Common Council if said Public Improvements have been completed as required by this Agreement, the GDP and the applicable SIP, and as required by all applicable laws.

3.04.3 Inasmuch as the Developer will be requesting the Common Council to accept and approve the plat(s) for the Phase prior to completion of the Improvements as provided herein, the Developer shall file with the City a bond or letter of credit that shall be 120% of the cost to install said Improvements, all as more particularly set forth in Section 3.03 above. Dedication shall not constitute acceptance of any Public Improvements by the City or acceptance of the lands upon which said Public Improvements are located. All Public Improvements shall be accepted by the City by resolution at such time as said Public Improvements are in acceptable form and completed according to City specifications. Developer shall perform all reasonably necessary repairs and maintenance of the Public Improvements until such time as the same are accepted and approved by the City as provided herein.

3.04.4 Developer agrees to provide the City, or the appropriate public utility, with all reasonably required easements for utilities as the City shall request in writing, and as specified in the GDP, the applicable SIP or the applicable Plans and Specifications. Said easements shall be provided at no cost to the City, and granted in written form subject to review and approval by the City Engineer and City Attorney, or otherwise required by the City in its reasonable discretion. Any such easements shall be recorded with the Sheboygan County Register of Deeds at Developer's cost.

3.05 Developer's Warranty for Public Improvements. Developer hereby warrants all Public Improvements for each Phase against defects due to faulty materials or workmanship which appear within a period of fourteen (14) months after the date the Public Improvements in such Phase are substantially completed as set forth in this Agreement. Said warranty shall be guaranteed by the Developer's bond or letter of credit (as referenced in Section 3.03 above) in an amount equal to the total cost to complete any uncompleted Public Improvements in such Phase plus 10 percent of the total cost of the completed Public Improvements in such Phase. The City shall provide notice to Developer of any claim against said warranty and shall provide Developer with an opportunity to cure the same prior to making any demand for payment against the warranty. If during the fourteen (14) month warranty period, the applicable Public Improvements shall, in the reasonable opinion of the City, require any repair or replacement, Developer shall, upon written notification from the City, correct or cause correction of defective work covered by this warranty, lien-free and in a good and workmanlike manner, within a reasonable period of time after written notice is delivered to Developer of any such defect. If Developer does not complete the repairs in a timely manner, the City may complete the repairs and Developer will be invoiced directly for any such costs. Developer shall pay said costs within thirty (30) days of the date of receipt of the invoice and, if payment is not timely made, the City may, in addition to any other remedies set forth in this Agreement, (i) draw from the applicable Developer's bond or letter of credit the cost thereof and/or (ii) specially assess the Property as contemplated in Section 8.03 below. The City Engineer in consultation with the City Administrator, shall have authority under this subsection to provide notices to Developer.

3.06 Provisions Relating to Specific Public Improvements. Additional provisions for certain Public Improvements are outlined below. Exclusion from the specific provisions in this subsection is not determinative of whether a specific Improvement is a Public Improvement.

#### 3.06.1 *Roads and Connections.*

3.06.1.1 Developer shall install, at its cost, all roads, connections, sidewalks, curb/gutter, and landscaping, and related improvements within the Project consistent with the GDP, the applicable SIP and the applicable Plans and Specifications. City will install, at Developer's cost, trees and streetlights within the right-of-way in such locations, sizes, and specifications as is normal and customary. The City will provide Developer with an invoice for such work, which shall be paid within thirty (30) days. Any charges not paid by Developer within thirty (30) days of being invoiced may be assessed against the Property as a special charge pursuant to § 66.0627, Wis. Stat. Except as otherwise required or limited by this Agreement, each SIP and any other City or other governmental approvals, Developer shall be entitled to determine the pace and order at which the roads and related improvements will be fully improved.

3.06.1.2 The City acknowledges and agrees that, except as otherwise set forth in the applicable SIP or the applicable Plans and Specifications, during construction of the Public Improvements and Private Improvements for a Phase, Developer will not have to place the final layer of asphaltic pavement on the road so as to avoid damage and account for settling; provided, however, the asphalt wedges for curb and gutter and manholes are constructed at binder grade to allow for plowing. The final asphalt layer shall be installed no later than December 31, 2031, and may be installed sooner.

3.06.1.3 Roads will be connected to existing roadways as set forth in the GDP, the applicable SIP and the applicable Plans and Specifications, with Developer responsible for the cost of all such connections, including, without limitation, any updates or extensions to existing roadways necessitated by such connection (whether or not on the Property). Without limiting the generality of the foregoing, such connections include Trillium Avenue, Pioneer Place, and Founders Way. Developer shall be responsible for coordination with and approval by any other governmental units required for such interconnection, including coordination with Sheboygan County and the Wisconsin Department of Transportation.

3.06.1.4 In addition to Developer's Warranty set forth in Section 3.05 above, after dedication of Public Improvements for a Phase consisting of streets and roads and connections, Developer shall be responsible for the cost to repair any damage or extraordinary wear and tear to such roads caused by Developer's construction vehicles/activities as set forth in this subsection.. Assuming that the roads are designed to handle such construction traffic, the City anticipates that such requests to repair will be limited to resurfacing the damaged roadway (i.e. mill and overlay). If, prior to completion of all Phases of the Project, any roadways dedicated in the immediately preceding Phase, or for a period of at least fourteen (14) months from the date of substantial completion of the Phase in which the roadways were dedicated, whichever is longer, shall, in the reasonable opinion of the City, require any repair or replacement due to Developer's construction traffic, Developer shall, upon written notification from the City, correct or cause correction of the damage, lien-free and in a good and workmanlike manner, within a reasonable period of time after written notice is delivered to Developer of any such damage. At the City's option, the requirement to complete such repairs for roads of prior Phases may be included within the SIP requirements for a subsequent Phase and, in such case, the required repairs shall be considered part of the Public Improvements of such Phase. If Developer does not complete the repairs in a timely manner, the City may complete the repairs and invoice the Developer for the costs to complete such repairs, and Developer shall pay said costs within thirty (30) days of the date of receipt of the invoice, and if Developer does not timely pay such invoice, the City may, in addition to any other remedies set forth in this Agreement, specially assess the Property as contemplated in Section 8.03 below. The Director of Public Works in consultation with the City Administrator/Utilities Manager, shall have authority under this subsection to provide notices to the Developer.

3.06.2 *Water.* Developer shall install, at its cost, a system of water mains, hydrants, and related parts of a water supply system within the Project consistent with the GDP, the applicable SIP and the applicable Plans and Specifications. Developer shall also pay the cost for the physical connections to the City's water mains. If Developer requires a greater water supply for any Phase than specified in the GDP or the applicable SIP, then the City reserves the right to charge Developer for the City's reasonable and actual costs in accordance with City Ordinances.

3.06.3 *Sanitary Sewer*. Developer shall install, at its cost, the system of sanitary sewer mains, and related appurtenances, within the Project consistent with the GDP, the applicable SIP and the applicable Plans and Specifications. Developer shall pay, or cause to be paid, a sanitary sewer “hookup” or connection fee per hookup in the amount charged by the City (as authorized by City Ordinances) at the time of each hookup, which fee shall be due and payable at such time as each future application for building connection is made by Developer to the City (i.e. at the time of building permit applications). “Hookup” fees for building connections within the Project shall be consistent with fees for other buildings in the City with corresponding requirements. Other than charges as otherwise may be generally charged by the City under its Code of Ordinances to the owners of corresponding properties within the City (including such “hookup” or connection fees and standard monthly service charges assessed by the City), Developer shall not be required to pay any other charges or fees related to the provision of sanitary sewer service to the Project and the other improvements to be constructed within the Project.

3.06.4 *Parkland Dedication*. Developer shall deed to the City at the time of approval of the final plat such park land as identified in the GDP consisting of Outlot #4 on the preliminary plat as approved by the City of Plymouth Plan Commission. Developer shall comply with Sections 14-1-81 and 14-1-83 of the City of Plymouth Code of Ordinances. Developer shall construct and install, at a minimum, a swing set, playground equipment and a basketball court, pursuant to such plans and specifications acceptable to the City Administrator/Utilities Manager on such park land in accordance with the GDP and the applicable phase SIP. Developer shall not be required to pay to the City a fee under Section 14-1-81(e) of the City of Plymouth Code of General Ordinances for land acquisition, grading, landscaping, installation of utilities, construction of sidewalks, installation of playground equipment, and construction or installation of restroom facilities on land intended for public park purposes; provided however, that Developer has completed such improvements and the same have been approved by the City Administrator/Utilities Manager and City Engineer.

#### 4 **Private Improvements – Additional Provisions.**

4.01 Private Improvements, Generally. In addition to the Public Improvements, as a component part of the Improvements, Developer shall construct, at Developer’s Cost, all stormwater facilities, wetlands, gas and electric, floodways, environmental corridors, green spaces and other landscaping, and other common areas or private improvements required for the Project, including those located in the so-called outlots for each Phase, consistent with and/or contemplated by the approvals noted above, the GDP, the approved SIP for such Phase, the Plans and Specifications for such Phase and applicable law (the “Private Improvements”). The Private Improvements do not include the Improvements to be sold to homeowners upon the sale of lots (except for any undivided fractional interest such homeowner may own in the Private Improvements). The City will not be responsible for financing any costs related to the cost of constructing such Private Improvements.

4.02 Maintenance of Private Improvements. The Private Improvements shall initially be maintained by Developer at Developer’s cost and, after the initial period of Developer control is complete, the Private Improvements will be maintained by a homeowner’s association for the homeowners within the Project (the “HOA”), with costs assessed to the applicable lot owners based on their fractional ownership. Developer and the HOA shall maintain the Private



Improvements in compliance with applicable law and the Stormwater Management Plan for the Project. Developer's proposed HOA documentation will be subject to the City's review and approval, which approval shall not be unreasonably denied.

4.03 Developer's Warranty for Private Improvements. Developer hereby warrants all Private Improvements for each Phase against defects due to faulty materials or workmanship which appear within a period of fourteen (14) months after the date the Private Improvements in such Phase are substantially completed as set forth in this Agreement. The City shall provide notice to Developer of any claim against said warranty and shall provide Developer with an opportunity to cure the same prior to making any demand for payment against the warranty. If during the fourteen (14) month warranty period, the applicable Private Improvements shall, in the reasonable opinion of the City, require any repair or replacement, Developer shall, upon written notification from the City, correct or cause correction of defective work covered by this warranty, lien-free and in a good and workmanlike manner, within a reasonable period of time after written notice is delivered to Developer of any such defect. If Developer does not complete the repairs in a timely manner, the City may complete the repairs and Developer will be invoiced directly for any such costs. Developer shall pay said costs within thirty (30) days of the date of receipt of the invoice and, if payment is not timely made, the City may, in addition to any other remedies set forth in this Agreement, specially assess the Property as contemplated in Section 8.03 below. The City Director of Public Works, in consultation with the City Administrator/Utilities Manager, shall have authority under this subsection to provide notices to the Developer. The City acknowledges and agrees that Developer may request, in writing, and the City Administrator/Utilities Manager may approve in his or her reasonable discretion and in accordance with this Agreement, a pro rata reduction of the bond or letter of credit upon completion of certain Private Improvements. At no time shall the bond or letter of credit be reduced below the amount specified above.

4.04 Easements to the City. Developer (or the HOA if after the period of Developer control) shall provide the City with all reasonably requested easements for the City to access and inspect the Private Improvements, and, if not properly maintained by the HOA, maintain the Private Improvements. Without limiting the generality of the previous sentence, Developer shall dedicate all easements contemplated by the GDP, the applicable SIP and Plans and Specifications for each Phase. Said easements shall be provided at no cost to the City, and granted in written form subject to review and approval by the City Engineer and City Attorney, or otherwise required by the City in its reasonable discretion. Any such easements shall be recorded with the Sheboygan County Register of Deeds at Developer's cost. The City may charge developer and/or the HOA a fee for the periodic inspection of the Private Improvements. If the City determines, in its reasonable discretion, that the Developer or the HOA has failed to maintain any of the Private Improvements, including, without limitation, the stormwater facilities, the City shall have the right (but not the obligation) to perform such maintenance/repairs that the City deems prudent (and not necessarily at the same maintenance levels) and, if the City is not promptly reimbursed by Developer or the HOA for such costs, the City shall have the right (but not the obligation) to directly specially assess the applicable lot owners for the cost thereof based on their fractional ownership as contemplated in Section 8.03 below. The easements provided to the City as well as the HOA documentation shall include provisions consistent with this subsection.

4.05 Additional Agreements for Private Improvements. In connection with Project approvals, one or more additional agreements may be required to be entered into with

respect to the Private Improvements, including, without limitation, one or more storm water management agreements. The provisions of this Section 4 shall survive the termination of this Agreement and, accordingly, the City may require that a separate instrument be later entered into to separately memorialize these provisions in a recorded document. Developer shall (and after the period of Developer control is over, the HOA shall), comply with all terms and conditions included in all such agreements.

## **5 Development Incentive.**

### **5.01 Issuance of Municipal Revenue Obligations to Developer.**

5.01.1 Subject to the conditions set forth herein, as an inducement for and in consideration of Developer's construction of the Improvements, the City will issue MRO Municipal Revenue Obligations (each, the "MRO" or collectively, the "MRO") to the Parent or its assigns. The Parties expect that four (4) MROs will be issued (as further described herein) in an aggregate principal amount up to \$11,921,980. Each MRO issued shall be in substantially the form set forth on Exhibit D hereto and each MRO issued shall bear interest at the rate of 0.00% per annum.

5.01.2 The first MRO shall be issued upon execution of this Agreement in the amount and numbered R-1. Each subsequent MRO shall be issued on the date the prior MRO has been paid in full and will be given a sequential number. The MRO will be issued in the following amounts, subject to any adjustment as set forth in Section 5.06:

<u>MRO Number</u>	<u>Phase Amount</u>
R-1	\$4,712,010
R-2	\$2,630,973
R-3	\$1,722,997
R-4	\$2,856,000
Total	\$11,921,980

5.01.3 Each MRO shall mature and the City's obligation to repay all or any portion of each MRO shall terminate upon the earlier of (i) the payment in full of the face amount of the MRO (ii) the termination date of the District or (iii) 20 years from the date of issuance of the MRO, but in no case later than 2047 (collectively, the "Maturity Date").

5.01.4 Installments of principal of each MRO shall be due and payable on October 1 of each year during the term of each MRO, commencing on the October 1 set forth in the MRO through and including the Maturity Date (each, a "MRO Payment Date"). The amount of the annual payment of principal due on each MRO Payment Date shall be equal to the Available Tax Increment (defined below).

5.01.5 "Available Tax Increment" means an amount equal to 85% of the

annual gross tax increment generated by the Property which is paid by the owner(s) thereof and received and retained by the City in accordance with Section 66.1105, Wis. Stats., as of August 31 of the same year in which an installment of the MRO is due plus any amounts received from any PILOT Payments.

5.01.6 The payments on each MRO are to reimburse the Developer for the costs of constructing the Improvements on the Property and costs of the City's consultants described in Section 5.05 below. Developer understands that all of those costs must be paid for by Developer up front and that Developer will be reimbursed for those costs only if the development on the Property creates Available Tax Increment. Subject to the conditions in Section 5.03 below, payments will be made each year by the City on the MRO from Available Tax Increment but only to the extent such Available Tax Increment exists. If there is no Available Tax Increment, then no payment is due on the MRO.

5.01.7 Each year, subject to meeting the conditions in Section 5.03 below, all Available Tax Increment will be applied to the outstanding MRO until that MRO has been paid in full. When a MRO has been paid in full, the next MRO will be issued as of the same MRO Payment Date and any remaining Available Tax Increment shall be applied to the newly issued MRO on the date issued. The next MRO will remain outstanding until its Maturity Date and the process will continue with respect to each subsequent MRO. For the avoidance of doubt, no two MROs will ever be considered to be outstanding at the same time. The Parties agree that all Available Tax Increment available each year shall be paid to the Developer each year under one or more MROs until all MROs have reached their respective Maturity Date.

5.01.8 If, following the Maturity Date, there remain amounts of a MRO unpaid, said MRO shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and the Developer shall have no right to receive any further payment. The City makes no representation or covenant, express or implied, that Available Tax Increment will be generated or that it will be sufficient to pay the MROs, in whole or in part.

5.01.9 If for any reason the District terminates (other than by voluntary action of the Common Council) prior to the Maturity Date, and there remain amounts outstanding and unpaid on any MROs, then the remaining balance on the MROs shall be deemed paid in full, it being understood that upon such termination of the District, the obligation of the City to make any further payments on the MROs shall also terminate. The City shall have no obligation to pay any amount of the MROs which remain unpaid upon termination of the District, and the owner of the MROs shall have no right to receive payment of such amounts.

5.01.10 The MROs are subject to prepayment in whole or from time to time in part, at any time, at the option of the City.

5.02 City Covenants. The City covenants that it shall take no action to dissolve the District prior to the payment of all principal of the MROs or the date required by Wisconsin Statute, whichever comes first.

5.03 Conditions on Payment. Each installment payment of the MROs shall be paid to the Developer only if, and when, all of the following conditions have been met:

- (i) Available Tax Increment exists;
- (ii) the Developer shall not have violated any of its obligations under this Agreement except that compliance with any timing requirement relating to the completion of any Phase, to the extent applicable, shall not be a condition to payment of the MROs and any failure to comply with such requirements shall not be a reason for non-payment;
- (iii) the Developer shall be in compliance with all City municipal ordinances; and
- (iv) the Developer has paid all monetary obligations to the City in connection with the Property and this Agreement.

5.04 Payment of Property Taxes; No Transfers to Tax-Exempt Entity.

5.04.1 While the Developer is the owner of the Property, Developer shall timely pay all real property taxes levied or imposed by the State of Wisconsin, Sheboygan County or the City against all or any portion of the Property, provided that the Developer shall have the right to contest the same in accordance with applicable law. The City agrees to uniformly apply tax assessment procedures and practices with respect to the Property in accordance with the City's historic practices consistently applied, and state law regarding property tax assessments.

5.04.2 Developer acknowledges and agrees that neither the Property nor any part thereof or interest therein shall be sold, transferred, assigned, gifted, owned, or conveyed in any way to any person, partnership, organization, or entity that is all or partially exempt from federal or State of Wisconsin income taxes or real property taxes, without the express prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion; provided, however, nothing hereunder shall prohibit the Developer from selling a lot or other portion of property to any non-exempt person, partnership, organization, or entity and such portion shall continue to be included as part of the Property for determining the Available Tax Increment.

5.04.3 Developer acknowledges that the City is relying upon the real property taxes generated by the Property to generate (i) the City's normal share of pre-development taxes and (ii) the City's full share of tax increment resulting from development, to fund other eligible projects in the District. As a result, the Developer agrees that neither the Developer nor any existing or future entity or partnership of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates if any, and each of their respective successors in interest, waives any and all rights thereto to the contrary.

5.05 Payment of Consultant Fees.

5.05.1 In addition to any other agreement herein for Developer to pay fees relating to the Project, Developer agrees to pay the cost of the City's consultants, including financial advisory and legal fees (the "Consultant Fees"), incurred in connection with the amendment of the District that relate to the Project and creation of this Agreement. If any such

Consultant Fees are required to be paid under another provision of this Agreement, this Section 5.05 shall control with respect to the payment of the Consultant Fees. In order to facilitate the payment of the Consultant Fees, prior to or simultaneous with the execution of this Agreement, the Developer will deposit the sum of Fifty-Five Thousand Dollars (\$55,000.00) with the City (the “Initial Deposit”). The City shall hold the Initial Deposit in escrow and disburse said funds only to pay the Consultant Fees. Consultant Fees shall be paid within fifteen (15) days from the date of receipt of an invoice. The City shall ensure that its consultants, including financial and legal consultants, charge the same rates for the services that will be paid for hereunder as the consultants customarily charge the City for similar services.

5.05.2 Developer’s obligation to pay Consultant Fees is not limited to the amount of the Initial Deposit and in the event the Initial Deposit is insufficient to cover the Consultant Fees, the Developer will be invoiced directly for any additional costs and shall pay said costs within thirty (30) days of the date of receipt of the invoice. In the event the Initial Deposit is greater than the amount of Consultant Fees, the City shall return any remaining funds to the Developer once all Consultant Fees have been paid in full; provided, however, that if any other amounts are owed to the City under this Agreement at that time, the City may first deduct those amounts from the Initial Deposit before returning remaining funds. In the event Developer fails to timely pay, in addition to and without limiting the City’s other rights and remedies herein, the City shall have the payment remedies set forth in Section 8 below.

5.05.3 Payment of the Consultant’s Fees is not contingent on Developer obtaining desired approvals for the Property.

#### 5.06 Lookback Adjustment.

5.06.01 The estimated per lot cost for the Project is \$84,900 (“Estimated Per Lot Cost”) and the estimated total development cost for the land and infrastructure for the Project is \$10,103,130 (the “Estimated Total Development Cost”). If the actual cost per lot is less than the Estimated Per Lot Cost, the MRO for the final phase shall be reduced as set forth in this Section 5.06.

5.06.02 As of the completion of each Phase of the Project, Developer shall submit to the City evidence of all development costs in a commercially reasonable manner and any audit supporting the costs, if available. If after completion of the final phase of development, the actual total development costs are less than the Estimated Total Development Cost, the principal amount of the previously issued MRO shall be reduced to reflect the difference. By way of example, if the actual total development cost is \$9,803,130 (\$300,000 less than the Estimated Total Development Cost), then the previously issued MRO shall be rescinded, reduced by \$300,000, and reissued. In such example, the total aggregate of all of the MROs would be \$11,622,000 (\$11,922,000 minus \$300,000).

5.06.03 If the Developer fails to complete any one of the four phases of the Project for a period of five years from the issuance of the MRO for the applicable Phase, then the

City shall determine the per lot cost for the completed phases. After five years of inactivity, the actual total development costs shall be divided by the lots that have been sold and developed to obtain the actual per lot cost. If the actual total per lot cost is less than the Estimated Per Lot Cost, then the outstanding issued MRO shall be reduced in principal in the manner as provided in Section 5.06.02 using Developer's costs as submitted to City. By way of example, if Developer ceases to complete phase four within a five-year period, and Developer's costs show the actual per lot cost for phases one through three is \$200,000 less than the estimated total development costs for the completed phases as set forth in the table at 5.01.2, the issued and outstanding R-3 MRO shall be rescinded and reissued in the amount of \$2,718,563 (phases one through three estimated total development costs equals \$7,524,270 instead of the expected \$7,724,270). For such calculation, the land purchase costs should be apportioned to the completed phased areas. Developer will not receive credit for any partial phase completion.

**6 Conditions Precedent to the City's Obligations.** In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

6.01 The City, through its Common Council, shall have approved this Agreement and the transactions contemplated herein.

6.02 Developer shall provide the City with (A) evidence that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity constituting Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity constituting Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity constituting Developer approving this Agreement and the transactions which are the subject of this Agreement.

6.03 No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including shall remain true and correct.

6.04 The Memorandum (described in Section 10 below) shall have been entered into and recorded. Developer shall have provided the City with evidence reasonably acceptable to the City that the Memorandum was recorded prior to mortgages or that the mortgages have been subordinated to this Agreement.

6.05 Developer shall have fully-funded the Initial Deposit.

## **7 Additional Representations, Warranties and Covenants of Developer**

7.01 No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

7.02 All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

7.03 Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

7.04 No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

7.05 Each entity constituting Developer is duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7.06 The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

7.07 The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

7.08 There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

7.09 Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable law, including federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

7.10 Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

7.11 Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

## **8 Defaults and Remedies.**

8.01 Developer Default. If the Developer fails to timely perform any one or more of its obligations under this Agreement (a "Developer Default"), the City shall promptly provide written notice to the Developer to the extent known by the City of the action or omission constituting the basis for the default. The notice shall provide the Developer with at least twenty (20) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty (60) day period may be extended to the period of time reasonably necessary to cure the default if the Developer promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the City's notice. If a Developer Default is not fully and timely cured by the Developer, the City shall have all of the rights and remedies available at law and in equity.

8.02 City Default. If the City fails to timely perform any one or more of its obligations under this Agreement (a "City Default"), the Developer shall promptly provide written notice to the City to the extent known by the Developer of the action or omission constituting the basis for the City Default. The notice shall provide the City with at least twenty (20) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty (60) day period may be extended to the period of time reasonably necessary to cure the default if the City promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Developer's notice. If a City Default is not fully and timely cured by the City, the Developer shall have all of the rights and remedies available at law and in equity.

8.03 Special Assessments. Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the public improvements and other matters provided for by this Agreement. If Developer defaults on any obligations under this Agreement, Developer agrees, for itself and its successors in interest in the Property (including, without limitation, the HOA and any lot owners), that, in addition to any other remedy at law or in equity that the City may pursue, the City shall be entitled to specially assess all its costs incurred related to the Project and to such default against the Property, pro rata based on acreage or on a platted lot, without need of any procedures that are otherwise required by state statute or City ordinance before a special assessment may be imposed. Developer, for itself and its successors in interest in the Property, hereby waives any and all right to any prior notice or hearings to challenge the imposition of any such special assessment, including, without limitation,



any notice or hearing contemplated under Wis. Stat. Sec. 66.0627.

8.04 Legal Action. In addition to any other provisions set forth in this Agreement, the parties and their successors, may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this Agreement or any other agreement it may have with the other party, and their respective successors in title or assigns, and in the event of a legal action in which the final determination is rendered, the successful party shall be entitled to collect from the unsuccessful party, or its successors in title and assigns, against whom such action is brought, the usual costs and disbursements, plus a reasonable sum as attorneys' fees.

8.05 Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires; (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

9      **Indemnification; Insurance.**

9.01    **General Indemnity.** Developer hereby expressly agrees to indemnify and hold the City and its agents, consultants, elected and appointed officers and employees harmless from and against all claims, judgments, damages, penalties, injunctive relief, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, including without limitation any such liability relating to state or federal environmental laws, for any injury (including death) or damage received or sustained by any person, entity or property in connection with, or on account of or in any way related to (i) any Developer Default, (ii) the construction of the Improvements and development of the Project, or (iii) any unlawful or willful misconduct or negligence of the Developer related to this Agreement (collectively, “Claims”), except to the extent as such Claims arise by virtue of the negligence, unlawful or willful misconduct of the City or any of its agents, consultants, officers or employees. Developer further agrees to aid and defend the City or its agents, consultants, officers or employees (at no cost to the City, or its agents, officers consultants and employees) in the event they are named as a defendant in any action concerning this Agreement or related a Claim, except to the extent as such suit asserts claims or liability alleged to arise by virtue of the negligence, unlawful or willful misconduct of the City, or any of its agents, consultants, officers or employees. Developer acknowledges that it is not an agent, employee or independent contractor of the City, and that this Agreement does not constitute, and shall not be construed as, creating a partnership or joint venture between Developer and the City.

9.02    **Environmental Indemnity.**

9.02.1 Developer shall indemnify, defend, and hold the City, and their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys and consultants) that arise as a result of the presence in or on property of which ownership is transferred to the City under this Agreement by dedication or within easement areas granted to the City (collectively, “City Granted Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by Developer, or by the Developer’s respective employees, agents or contractors, except to the extant arising due to negligence or willful misconduct of the City, or any of its agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the City in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the City Granted Parcels, whether in the soil, groundwater or air, except as to Substances or damages to the extent arising due to negligence or willful misconduct of the City, or any of its agents, contractors, officers or employees.

9.02.2 Without limiting the foregoing subsection, in the event Developer is obligated to indemnify the City against claims arising under the foregoing subsection, Developer shall, if requested by the City, take all necessary steps to ensure that the City receives written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the City Retained Parcels migrated from an offsite source (the “Closure”

Documents”). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the City.

9.03 Insurance Requirements. Developer shall obtain and require its contractors to obtain insurance reasonably acceptable to the City such policies and coverages reasonably requested by the City and in compliance with the provisions set forth below.

9.03.1 Where the City does not specify other limits, the minimum limits shall be as follows:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
  - (1) Limits
    - (i.) \$1,000,000 each claim
    - (ii.) \$1,000,000 annual aggregate
  - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
  - (i.) \$1,000,000 each Occurrence limit
  - (ii.) \$1,000,000 Personal and Advertising Injury limit
  - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
  - (iv.) \$2,000,000 Products-Completed Operations aggregate
  - (v.) \$50,000 Fire Damage limit – any one fire
  - (vi.) \$5,000 Medical Expense limit – any one person
  - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker’s Compensation and Employer’s Liability if required by Wisconsin State Statute or any Worker’s Compensation Statutes of a different state. Must carry coverage for Statutory Worker’s Compensation and an Employer’s Liability with limits of:
  - (i.) \$100,000 Each Accident,
  - (ii.) \$500,000 Disease-Policy Limit

- (iii.) \$100,000 Disease-Each Employee
- (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.

- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

9.03.2 Unless otherwise agreed by the City, insurance required under this Agreement shall name the City as an additional insured or loss payee as the City shall direct. Certificates of Insurance shall include the City, its officials, officers, employees, and agents as additional insureds by specific endorsement. The additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.

9.03.3 Developer and contractors shall maintain all required insurance under this Agreement until the Project and all Improvements have reached substantial completion under this Agreement, and during any subsequent period in which the Developer guarantees or warranties work under this Agreement and applicable periods of statute of limitations or for a longer period if set forth herein. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City. Developer's insurance shall also cover Developer's indemnification obligations herein.

9.03.4 Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII. The City reserves the right to reasonably disapprove any insurance company.

9.03.5 All Developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City, its officers, elected or appointed officials, agents, employees, and authorized volunteers.

9.03.6 Any deductible or self-insured retention in the developer's policy must be declared to the City and satisfied by the contractor/Developer.

9.03.7 Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

9.03.8 The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minim insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.

9.03.9 No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

## **10 Memorandum; Lot Sales; PILOT Payments.**

10.01 Memorandum of this Agreement; Subordination of Mortgages. The Parties shall enter into a short form memorandum of this Agreement in recordable form (the "Memorandum") in the form attached hereto as Exhibit E. Such Memorandum shall be recorded with the Register of Deeds of Sheboygan County, Wisconsin. The Memorandum shall be in form and substance reasonably acceptable to the City and, at minimum, the Memorandum shall contain a description of the Property, a statement of the existence of this Agreement, a statement that any assignee, purchaser, mortgagee or transferee of any portion of the Property shall be bound by the terms and conditions of this Agreement, and such other provisions as are set forth in this Agreement as to be included in the Memorandum or which are otherwise reasonably requested by the Parties. The Memorandum shall either be recorded prior to any mortgages or liens on the Property or Developer shall provide the City with subordination agreements in form and substance reasonably acceptable to the City which have been executed by the holder(s) of any mortgages or liens affecting the Property as of the date of recording of the Memorandum which subordinates such mortgage(s) and lien(s) to this Agreement.

10.02 Lot Sales. As contemplated herein, Developer plans to sell portions of the Property as individual lots after construction of all required Improvements for the applicable Phase. Developer's obligations under this Agreement do not transfer to a third-party buyer of a lot; provided, however, that the lot shall remain subject to the following provisions in this Agreement after the transfer: (i) maintenance costs relating to the Private Improvements and related easements (Section 4.02 and Section 4.03 above); (ii) obligations to make PILOT Payments (Section 10.02 below); (iii) the City's ability to specially assess pro rata for certain costs relating to the Project (Section 8.03 above); and (iv) the single-family dwelling use restriction

(Section 2.14 above). While such lots shall remain subject to certain provisions of this Agreement, and the Available Tax Increment will be calculated using any tax increment generated by such lots, this Agreement shall not obligate the City to provide the owners of such lots with any benefits contemplated herein, including, without limitation, payment of any portion of Available Tax Increment. This Section 10.02 shall be specifically referenced in the Memorandum.

10.03 Payment-in-Lieu of Taxes. In the event that the Property, or any part of it, becomes exempt or partially exempt from general real property taxes for tax years through and including the calendar year prior to the termination date of the District, the owner of such property shall make to the City a payment-in-lieu-of taxes payment (a “PILOT Payment”) equal to the difference between (A) the amount of general real property taxes which would have been levied on such property for said year by the City and other taxing jurisdictions if such property was not exempt or partially exempt from general real property taxes and (B) the actual amount of general real property taxes levied on such property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Owner may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. After the termination date of the District, no new PILOT Payments shall accrue, but all PILOT Payments owed for prior years shall remain outstanding until paid in full. The obligation of the owner of such property to pay the PILOT Payment shall: (1) be a lien on the Property or portion thereof and run with the land; and (2) bind all owners in title to the Property and their successors and/or assigns, including purchasers of lots. This Section 10.03 shall be specifically referenced in the Memorandum.

11 **Term.** Except for the terms which expressly survive termination, this Agreement shall terminate upon the latest to occur of (i) the termination date of the District; (ii) the latest Maturity Date of any issued and outstanding MROs, and (iii) payment in full of all required PILOT Payments.

12 **Miscellaneous Provisions.**

12.01 Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended or a successor designated by a party to this Agreement, or one (1) business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

Notices to Developer:

Neumann Developments, Inc. & HG Plymouth, LLC  
Attn: Bryan Lindgren, President  
N27 W24025 Paul Ct., Suite 100  
Pewaukee, WI 53072

Notices to the City:

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

with a copy to:

HOPP NEUMANN HUMKE LLP  
Attn: City of Plymouth, City Attorney  
2124 Kohler Memorial Drive, Suite 310  
Sheboygan, WI 53081

12.02 Business Days. A “business day,” for purposes of this Agreement, shall be Monday through Friday, except for any holiday recognized by the state or federal government.

12.03 Agreement Runs With the Land. This Agreement shall be binding upon all owners of all or a portion of the Property, and their successors in title or assigns, and the provisions hereof shall be covenants running with the land.

12.04 Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

12.05 Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement. The parties, by mutual consent, may amend this Agreement by written instrument duly authorized at any meeting of the Common Council.

12.06 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

12.07 Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be

affected by such holding, and will remain valid and in force to the fullest extent by law.

12.08 Relationship of the Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

12.09 Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

12.10 Applicable Law; Venue. This Agreement is governed by, and shall be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Sheboygan County, Wisconsin.

12.11 Developer Successors; Assigns. This Agreement and all of the terms, covenants and conditions hereof and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and any respective successors and assigns. However, Developer shall not assign to any other entity its rights and obligations hereunder without the express written consent of the City, which such consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment permitted by the City shall cause the terms of this Agreement to be subject to review and modification by the City as to form and content. Developer understands a partial assignment of Developer's rights or obligations hereunder shall not be permitted under any circumstances. Notwithstanding the foregoing, after development of each Phase in accordance with this Agreement, Developer may sell lots within such Phase to third party purchasers. Further, Developer may collaterally assign its right, title and interest in this Agreement to a lender for purposes of a mortgage loan secured by the Property for the development of the Project in accordance with this Agreement.

12.12 No Personal Liability. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City, and personal liability as may otherwise exist, is expressly released and/or waived.

12.13 Construction. The Parties acknowledge and agree that this Agreement is the result of mutual negotiation and drafting and that all Parties were represented during such process by attorneys of their own choosing. Accordingly, this Agreement shall not be construed against any Party, due to drafting or any other reason.

12.14 Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

12.15 Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.



12.16 Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. The exchange of copies of this Agreement and of signature pages hereto by electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission of a scanned document (including, without limitation, documents in DocuSign, AdobeSign or Adobe PDF format) shall be effective as delivery of a manually executed document and shall be deemed to be their original signatures for all purposes in connection with this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date first written above.

**CITY:**

CITY OF PLYMOUTH

By: \_\_\_\_\_  
Name: Donald O. Pohlman  
Title: Mayor

Attest: \_\_\_\_\_  
Name: Anna Voigt  
Title: City Clerk

**DEVELOPER:**

HG PLYMOUTH, LLC

By: \_\_\_\_\_  
Name: Bryan Lindgren  
Title: President

NEUMANN DEVELOPMENTS, INC.

By: \_\_\_\_\_  
Name: Bryan Lindgren  
Title: President



## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Part of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), Township Fifteen (15) North, Range Twenty-One (21) East, in the City of Plymouth, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 2 of a Certified Survey Map recorded as Document No. 2188519, in Volume 32 of Certified Survey Maps, on Pages 233/8, in the office of the Register of Deeds for Sheboygan County, Wisconsin, on December 30, 2025, at 3:39 p.m.

**EXHIBIT C**  
**GENERAL DEVELOPMENT PLAN (GDP)**

[Attach to this cover page]

---

# HERITAGE GROVE

---





1/5/2026

City of Plymouth  
C/O Jack Johnston  
128 Smith Street  
Plymouth, WI 53073

Dear Jack,

In conjunction with a proposed 119-lot single family residential subdivision known as Heritage Grove, Neumann Developments, Inc. is submitting for consideration a rezoning petition for approximately 56 acres located south of Greystone Drive, North of STH 67 in the City of Plymouth, tax key #59271829210.

Neumann Developments, Inc. was founded in 2000 and has developed over 6,000 for-ownership homesites, paved over 70 miles of roads, and preserved 3,000 acres of green space. Harbor Homes, a sister homebuilding partner of Neumann Developments, leads southeast Wisconsin in single family home construction volume and will serve as the exclusive homebuilder within the subdivision. Through strategic partnerships with the region's largest homebuilding operation and contractor network, Neumann Developments creates high quality developments that bring lasting value to communities.

### **General Development Plan**

#### **Layout & Design**

119 single family residential lots are proposed. The site plan and preliminary plat accommodate lots that are consistent with R-5 minimum zoning standards. Additional parameters exceeding municipal code are generally applied as outlined:

	<b>R-5 Zoning</b>	<b>Proposed Parameters</b>
<b>Minimum Lot Size</b>	6,000sf	8,700sf
<b>Minimum Lot Width</b>	-	70'
<b>Front Setback</b>	8'	25'
<b>Side Setback</b>	5' from either side, 12' total	7.5'

The proposed zoning characteristics allow for flexibility that provide housing options meeting expectations of today's homebuyers. These variations provide practical yard space and serve modern floor plans while still ensuring attainable price points are met. Furthermore, the proposed characteristics lead to the preservation of site-specific open space more than what traditional zoning would allow. Open space is methodically planned by clustering lots in a fashion that retains existing environmental features and adds permanent green space.

#### **Open Space**

NEUMANN DEVELOPMENTS, INC. \* N27 W24025 PAUL CT. SUITE 100 \* PEWAUKEE, WI 53072  
262-542-9200 \* FAX: 262-349-9324 \* NEUMANNDEVELOPMENTS.COM



The site layout accounts for existing physical features, including tree lines, slopes, and wetlands. Preserving these assets in perpetuity enhances the desirability of the neighborhood and protects high-quality fauna. Altogether, approximately 18 acres will be designated as permanent green space.

Wetlands and the Secondary Environmental Corridor (S.E.C.) as identified in the General Development Plan have been delineated by Eric Parker of Heartland Ecological Group, a professional assured delineator in Wisconsin. The delineation report outlines wetland indicators and has mapped areas accordingly. 1.21 acres are to be permanently protected based on the delineation results.

Outlot #4 consists of a 3.7 acre park to be dedicated to the City for public use. The park will be available to both current and future residents and provide passive and active recreational opportunities primarily serving the City's southern residents. Anticipated amenities include play equipment, sports courts, and walking trails.

Except for outlot #4, all outlots containing stormwater facilities, wetlands, landscaping, and green space would be fractionally owned by lot owners within the subdivision and privately managed by an incorporated homeowner's association (H.O.A.). Stormwater facilities would be accessible from right-of-way or access easements for maintenance purposes.

### **Specific Implementation Plan**

#### **Phasing Plan**

It is estimated Heritage Grove will be developed in four phases over a five-year period. Groundbreaking on the first phase will occur in summer of 2026, with substantial completion of infrastructure by late fall of 2026. The subdivision plat will be recorded to follow and legally create lots being conveyed to Harbor Homes, Inc. Homebuilding will begin early 2027, with first occupants expected by mid-spring of 2027.

Succeeding phases will follow a similar, seasonal construction cycle where sitewide improvements occur spring through fall for lot deliveries for homebuilding to commence the following year. An anticipated 20 homes per year will be completed for an eight-year total buildout, a sustainable building pace.

<b>Year</b>	<b>Phase</b>	<b>Estimated Lots Delivered</b>	<b>Estimated Homes Delivered</b>
2026	1	43	0
2027	-	-	5
2028	2	26	20
2029	3	18	20
2030	4	32	20
2031	-	-	20
2032	-	-	20
2033	-	-	14





## **Grading Plan**

The grading plan serves as a necessary component to ensure proper elevations are met for public improvements, stormwater flow paths, stormwater treatment facilities, and other conveyances. Contours provide existing and proposed topography for mass grading operations as the site is prepared for public and private infrastructure. The final master grading plan once complete will dictate yard grades for individual home construction to take place.

## **Utility Plan**

Infrastructure installation and subdivision platting will occur in an estimated four separate construction phases. Proposed improvements include municipal sanitary sewer, water, and storm sewer systems. Sanitary sewer will be gravity-fed and connect to existing sewer located within the Greystone subdivision, immediately north of the site. Water main would also connect to the existing system in Greystone at Trillium Avenue. Stormwater will be primarily managed on-site, with multiple discharges into planned retention basins. Approximately five wet basins would be built to account for stormwater capacity and water quality. The installation of private utilities would be coordinated with WPS and Plymouth Utilities.

## **Road Profile**

CTH E will be extended northward into the site and will serve as the primary ingress and egress for the subdivision. Future access points include a connection to the existing Trillium Avenue to the northwest, as well as a stub road at the northeast edge of the property that could serve potential future development northeast of the subject parcel.

The right-of-way profile applied in the development plan consists of the City's standard roadway specifications and engineering design standards. Right-of-way is identified on the plans and would ultimately be dedicated to the City for public use. The proposed road network provides sufficient access for public safety services and encourages efficient vehicular and pedestrian traffic flow serving both this subdivision and the surrounding area. Overall, the road strengthens both connectivity and walkability for the area, is consistent with municipal ordinances, and brings convenience to both current and future residents to utilize community amenities.

## **Architecture**

Protective covenants would be recorded and require architectural elements and private landscaping treatments in excess of municipal ordinances. The covenants define H.O.A. responsibilities and structure, and they enforce compliance of architectural standards which sustain valuations and maintain an attractive neighborhood aesthetic. One story homes must be a minimum of 1,600 square feet; two story homes must be a minimum of 1,800 square feet. Garages must be able to hold two vehicles and be 400 square feet minimum. In addition to home construction requirements, exterior alteration specifications would have to be approved by an Architectural Control Committee.



## **Phase 1 Implementation**

The first construction phase will extend the existing CTH E northward into the site with a residential road profile (“Founders Way”) and continue east to provide both primary access for the public park and secondary access for the adjacent multifamily parcel as soon as possible. Mass grading will involve earthwork for the public roadways, lots, utility extensions, and stormwater management. Stormwater facilities installed will ensure proper conveyance and treatment of runoff. Two treatment facilities will serve the watershed area of the first phase. Altogether, 43 lots and the multifamily building pad will be delivered in Phase 1.

Sanitary sewer installation would begin at an existing manhole within an easement of the Greystone subdivision and be extended into the site to the future Founders Way to service the first construction phase. Sanitary extensions to service planned multifamily development is also included with this phase. Additional sanitary installation outside of the Phase 1 roadway limits include (2) extensions within the future Pioneer Place roadway to allow for water main installation to follow above. Water main must be connected to the existing system at Trillium Avenue and run through the future Pioneer Place to reach the Phase 1 limits; it would then extend through the first phase and terminate at STH 67.

## **Outcome**

This petition is being made after careful consideration regarding the market demand in the Plymouth area. Along with the unique partnership with the City, we expect to bring in new members to the community and expand for-ownership options for years to come. The partnership allows for delivering expected price points in the low \$400s for home-lot packages, a financially feasible housing product in today’s market. New families will support businesses, increase the tax base, and enrich the community with energy and ideas. Some buyers are expected to be current City residents, thus freeing up existing housing and increasing the overall market supply.

Thank you for your consideration. We look forward to continuing to work with City of Plymouth on this generational opportunity.

Sincerely,

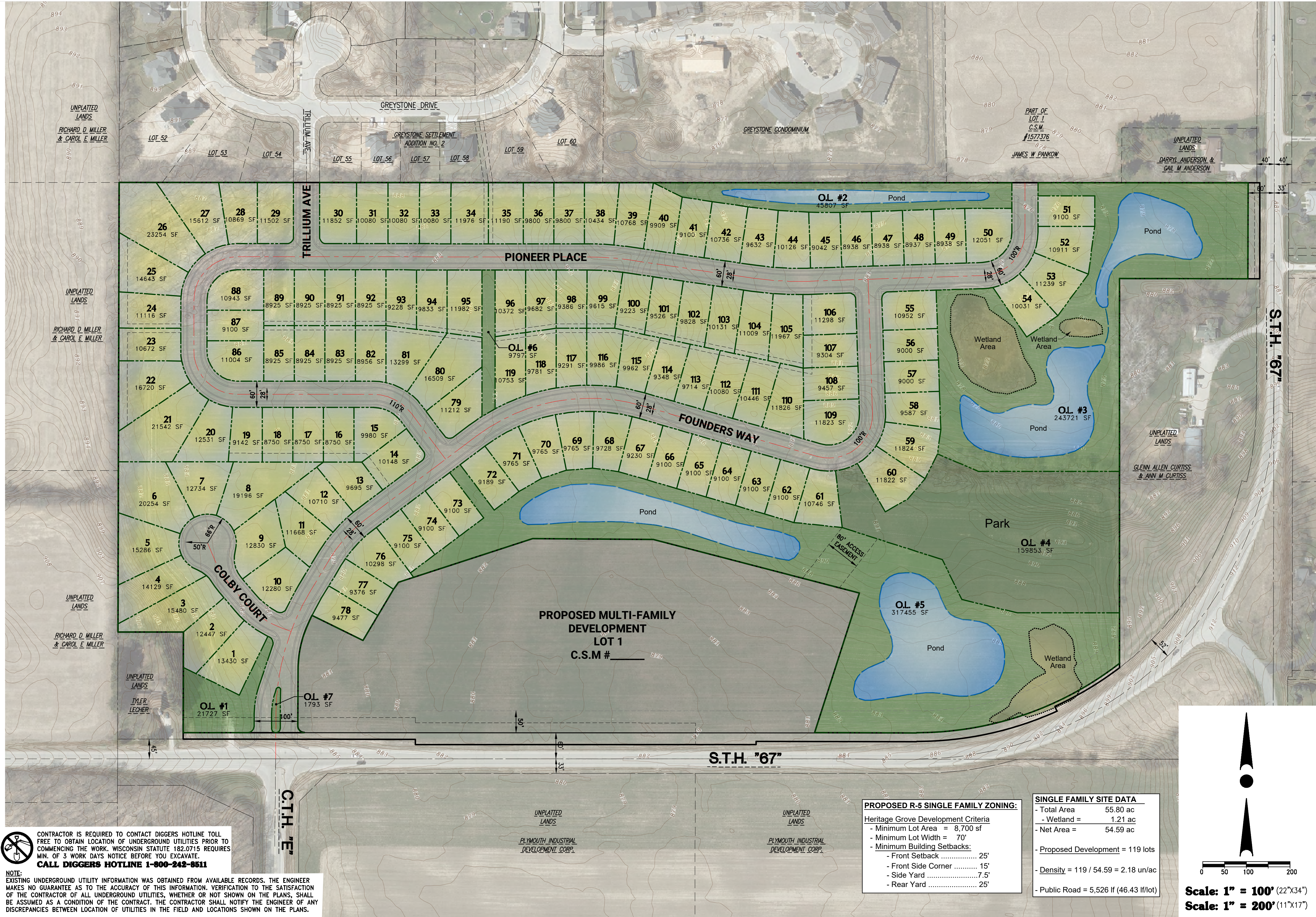
*Ryan Fritsch*

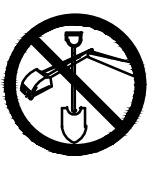
Ryan Fritsch

Neumann Developments, Inc.



X:\2025\25-34-953 HWY 67 - PLYMOUTH DRAWINGS\PRELIMINARY\PROP-SITE\_PLYMOUTH.DWG

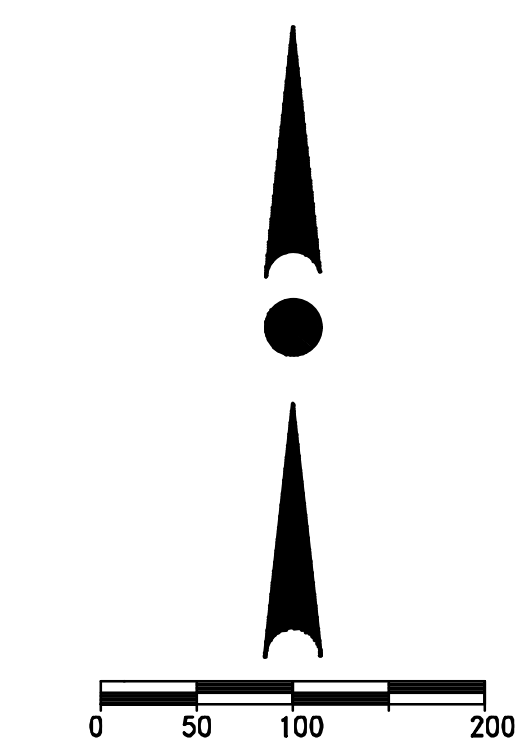


 CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-8511**

**NOTE:** EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

**PROPOSED R-5 SINGLE FAMILY ZONING:**  
Heritage Grove Development Criteria  
- Minimum Lot Area = 8,700 sf  
- Minimum Lot Width = 70'  
- Minimum Building Setbacks:  
    - Front Setback ..... 25'  
    - Front Side Corner ..... 15'  
    - Side Yard ..... 7.5'  
    - Rear Yard ..... 25'

**SINGLE FAMILY SITE DATA**  
- Total Area 55.80 ac  
- Wetland = 1.21 ac  
- Net Area = 54.59 ac  
  
- Proposed Development = 119 lots  
  
- Density = 119 / 54.59 = 2.18 un/ac  
  
- Public Road = 5,526 lf (46.43 lf/lot)



**Scale: 1" = 100'** (22"x34")  
**Scale: 1" = 200'** (11"x17")



4100 N. CALHOUN RD., SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: info@trioeng.com

**PROJECT:**  
**HERITAGE GROVE**  
CITY OF PLYMOUTH, WISCONSIN

**BY:** NEUMANN DEVELOPMENTS, INC  
N27W24025 PAUL COURT, SUITE 100  
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
12/6/2025	PRELIMINARY SET
12/18/2025	PRELIMINARY SET

**DATE:**  
DECEMBER 19, 2025

**JOB NUMBER:**  
25-34-953

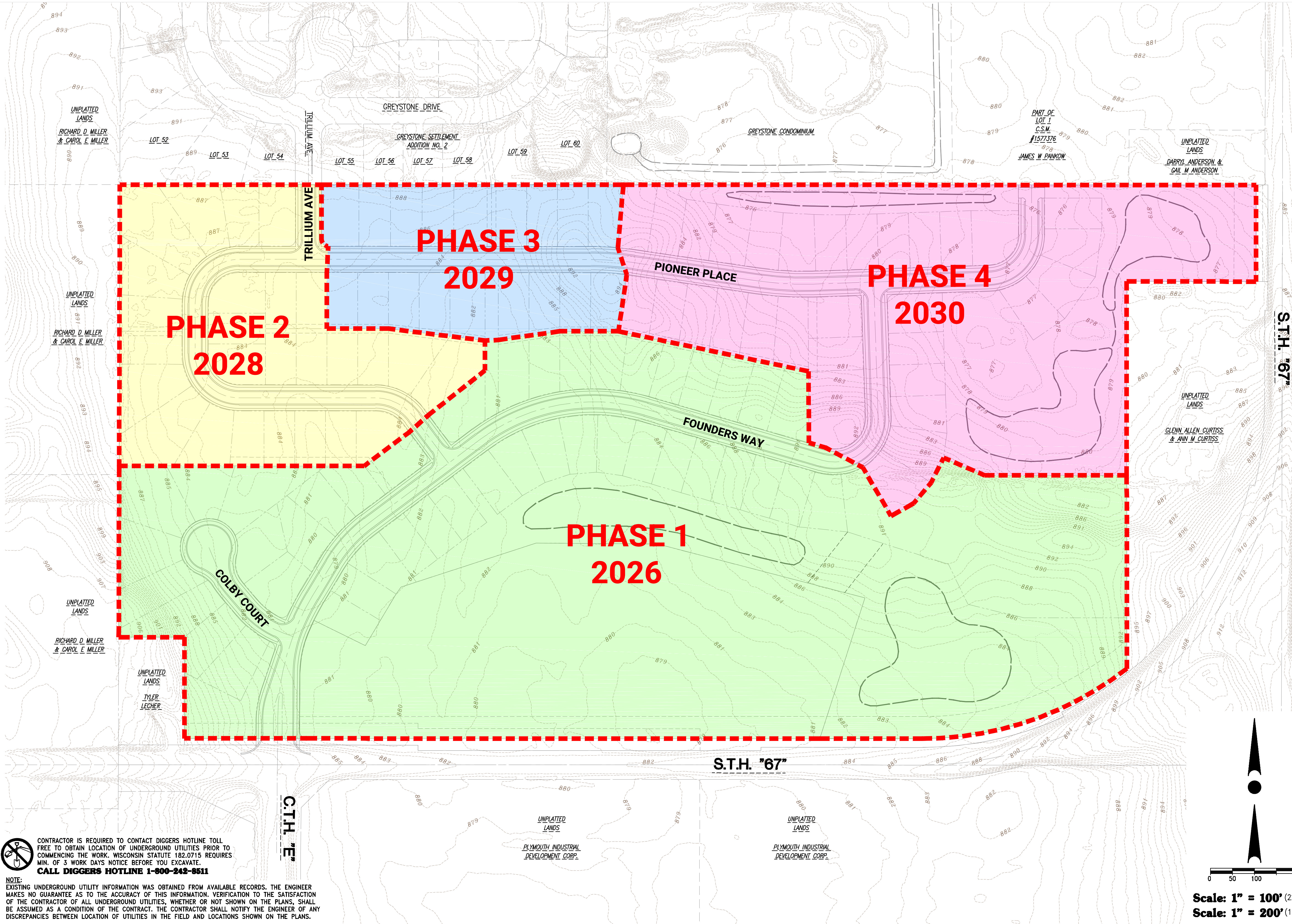
**DESCRIPTION:**  
**PROPOSED  
SITE PLAN**

**SHEET**

**C1.0**



X:\2025\25-34-953 HWY 67 - PLYMOUTH.DRAWINGS\PRELIMINARY PHASING.PLYMOUTH.DWG

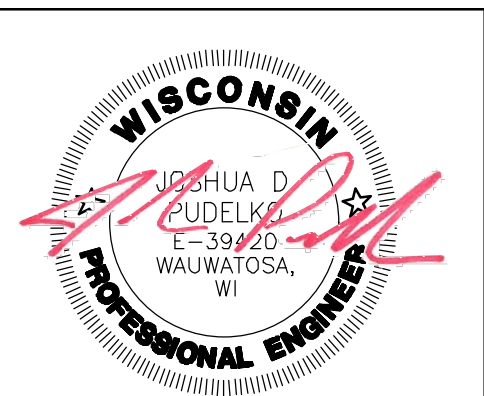


CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-8511**

**NOTE:**  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

0 50 100 200

Scale: 1" = 100' (22"x34")  
Scale: 1" = 200' (11"x17")



4100 N. CALHOUN RD., SUITE 300  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: info@trioeng.com

**PROJECT:**  
**HERITAGE GROVE**  
CITY OF PLYMOUTH, WISCONSIN

**BY:** NEUMANN DEVELOPMENTS, INC  
N27W24026 PAUL COURT, SUITE 100  
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
12/6/2025	PRELIMINARY SET
12/18/2025	PRELIMINARY SET

**DATE:**  
DECEMBER 19, 2025

**JOB NUMBER:**  
25-34-953

**DESCRIPTION:**  
**PROPOSED PHASING PLAN**

**SHEET**

**C1.1**







**PROJECT:  
HERITAGE GROVE  
CITY OF PLYMOUTH, WISCONSIN**

**BY: NEUMANN DEVELOPMENTS, INC  
N27W24025 PAUL COURT, SUITE 100  
PEWAUKEE, WI 53072**

## REVISION HISTORY

DATE	DESCRIPTION
12/5/2025	PRELIMINARY SET
12/19/2025	PRELIMINARY SET

**DATE:**

**DECEMBER 19, 2025**

**JOB NUMBER:**

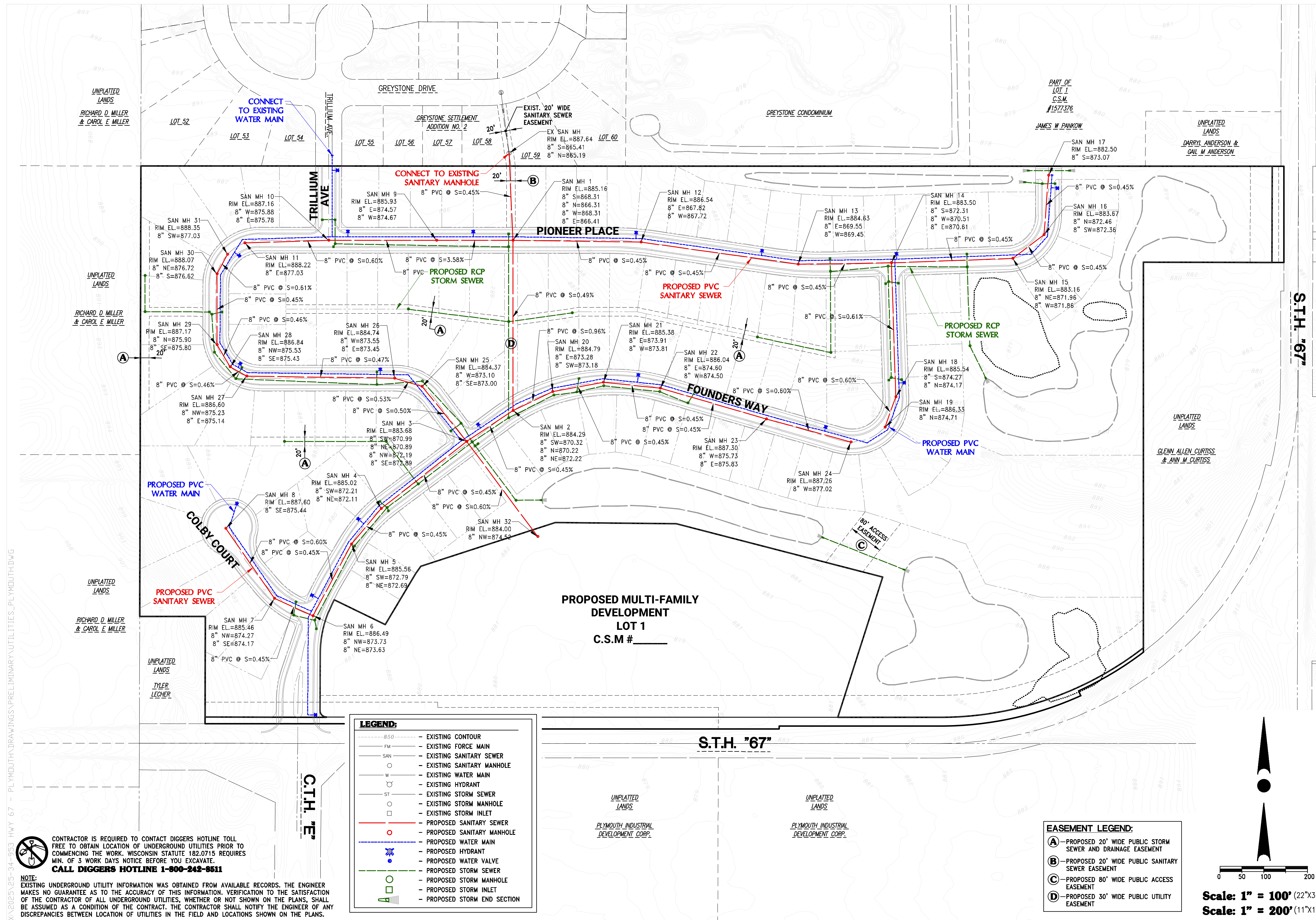
**25-34-953**

**DESCRIPTION:**

## OVERALL UTILITY PLAN

**SHEET**

# C3.0





## EXHIBIT D

### FORM OF MUNICIPAL REVENUE OBLIGATION

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

(NEUMANN DEVELOPMENTS PROJECT)

<u>Number</u>	<u>Interest Rate</u>	<u>Date of Original Issue</u>	<u>Principal Amount</u>
R-1	0.00%	_____, 20__	[_____]

FOR VALUE RECEIVED, the City of Plymouth, Sheboygan County, Wisconsin (the “City”), promises to pay to Neumann Developments, Inc., or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount stated above, subject to the terms of the Development Agreement dated \_\_\_\_\_ between the City, \_\_\_\_\_, LLC (“\_\_\_\_”), and Neumann Developments, Inc. (“Neumann”).

This MRO is issued to finance projects which are a part of the City’s mixed-use development district, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes, and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This MRO is issued pursuant to said Development Agreement dated \_\_\_\_\_, 2026. This MRO shall be payable solely from Available Tax Increment (as defined below) received by the City with respect to its Tax Incremental District No. 10 (the “TID”) (the “Revenues”). Reference is hereby made to said Development Agreement and Resolution for a more complete statement of the revenues from which and conditions under which this MRO is payable, and the general covenants and provisions pursuant to which this MRO has been issued.

This MRO shall mature and the City’s obligation to repay all or any portion of this MRO shall terminate upon the earlier of:

1. the payment in full of the principal amount of the MRO;
2. the termination date of the TID or
3. 20 years from the Date of Original Issue (the “Maturity Date”), but in no event later than 2047.

Installments of principal on this MRO shall be due and payable on October 1 of each year, [commencing October 1, \_\_\_\_] [including the Date of Original Issue] through and including the Maturity Date (each, a "MRO Payment Date"). The amount of the annual payment of principal due on each MRO Payment Date shall equal Available Tax Increment (as defined below).

"Available Tax Increment" means an amount equal to 85% of the annual gross tax increment generated by the Property (as defined in the Development Agreement) which is paid by the owner(s) thereof and received and retained by the City in accordance with Section 66.1105, Wis. Stats., as of August 31 of the same year in which an installment of the MRO is due plus any amounts received from any PILOT Payments.

If on any MRO Payment Date there shall be insufficient Revenues to pay the principal due on this MRO, the amount due but not paid shall accumulate and be payable on the next MRO Payment Date until the Maturity Date.

If after making the payment due on the Maturity Date, there remain amounts outstanding and unpaid on the MRO, then the remaining balance of principal of the MRO shall be deemed paid in full, it being understood that upon making the payment due on the Maturity Date, the obligation of the City to make any further payments on the MRO shall terminate. The City shall have no obligation to pay any amount of principal on this MRO which remains unpaid after the Maturity Date and the owner of this MRO shall have no right to receive payment of such amounts.

If (other than because of voluntary resolution of the Common Council) the TID terminates prior to the Maturity Date, and there remain amounts outstanding and unpaid on the MRO, then the remaining balance of principal of the MRO shall be deemed paid in full, it being understood that upon such termination of the TID, the obligation of the City to make any further payments on the MRO shall also terminate; provided, however, that any amounts on deposit in the Special Redemption Fund on the effective date of such termination shall be applied to pay principal on the MRO. Thereafter, the City shall have no obligation to pay any amount of principal on the MRO which remains unpaid upon termination of the TID and the owner of the MRO shall have no right to receive payment of such amounts.

This MRO is subject to prepayment in whole or from time to time in part at any time, at the option of the City.

This MRO may be rescinded and reissued by the City pursuant to Section 5.06 of said Development Agreement.

**THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENT OR REVENUES WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.**



**THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY, AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS MRO, AND NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.**

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

This MRO may be transferred or assigned only as provided in the Development Agreement. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered MRO or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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

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

CITY OF PLYMOUTH,  
SHEBOYGAN COUNTY,  
WISCONSIN

(SEAL)

By \_\_\_\_\_  
Donald O. Pohlman, Mayor

By \_\_\_\_\_  
Anna Voight, City Clerk

## REGISTRATION PROVISIONS

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>Document Number</b>	<b>EXHIBIT E</b> <b>MEMORANDUM OF</b> <b>DEVELOPMENT AGREEMENT FOR</b> <b>NEUMANN DEVELOPMENTS, INC.</b> <b>(TID NO. 10)</b>
------------------------	--

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT** (the "Memorandum") by and between the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation with the powers granted by the laws of the State of Wisconsin, maintaining its principal office at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter referred to as the "**CITY**", and **NEUMANN DEVELOPMENTS, INC.**, a Wisconsin business corporation, maintaining its principal office at N27W24025 Paul Court, Suite 100, Pewaukee, Wisconsin 53072-6334, and HG Plymouth, LLC a Wisconsin limited liability company with its principal office at \_\_\_\_\_, hereinafter collectively referred to as "**DEVELOPER**".

A. The **CITY** and the **DEVELOPER** entered into that certain Development Agreement for Neumann Developments, Inc. (TID No. 10) dated \_\_\_\_\_, 2026, to develop lands located within the City of Plymouth, Sheboygan County, Wisconsin, as further described on Exhibit A, attached hereto and incorporated herein by reference, hereinafter referred to as the "Property".

B. The **CITY** and the **DEVELOPER** desire to record this Memorandum in order to provide public notice that the Development Agreement encumbers the Property and is binding in accordance with its terms.

**IN WITNESS WHEREOF**, the **CITY** and the **DEVELOPER** have executed this Memorandum on the date as indicated above.

**CITY:**  
**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
**Donald O. Pohlman**, Mayor

By: \_\_\_\_\_  
**Anna Voigt**, City Clerk

AUTHENTICATION:  
Signatures of Donald O. Pohlman and Anna Voigt, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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

**DEVELOPER:**

**NEUMANN DEVELOPMENTS, INC.**

By: [For Exhibit Purposes Only]  
**Bryan Lindgren**, President

**HG PLYMOUTH, LLC**

By: [For Exhibit Purposes Only]  
**Bryan Lindgren**, Member

STATE OF WISCONSIN     )  
  )ss.  
\_\_\_\_\_ COUNTY     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, Bryan Lindgren, President of Neumann Developments, Inc. and Member of HG Plymouth, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission is permanent or expires: \_\_\_\_\_

This document 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

C:\16161\414879.docx

## EXHIBIT A

Part of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Three (33), Township Fifteen (15) North, Range Twenty-One (21) East, in the City of Plymouth, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 2 of a Certified Survey Map recorded as Document No. 2188519, in Volume 32 of Certified Survey Maps, on Pages 233/8, in the office of the Register of Deeds for Sheboygan County, Wisconsin, on December 30, 2025, at 3:39 p.m.

Part of Parcel No. 59271829210



---

**DATE:** January 22, 2026

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Professional Services Agreement with MSA Professional Services related to CBDG Housing Program

---

**Background:** MSA currently manages the City's Community Development Block Grant (CDBG) Small Cities Housing Revolving Loan Fund (RLF) to ensure all state and federal requirements are met. This loan program provides funding for eligible home repairs and related services for households that meet program income thresholds. The program currently has 28 outstanding loans totaling \$446,000, and a total program fund balance of \$646,865.

The State of Wisconsin is ending the local CDBG Small Cities Housing RLF program and redirecting these funds to a new statewide housing initiative. As a result, any unused funds (approximately \$200,865) will be returned to the State, and as existing loans are repaid, those funds will also be remitted back to the State. The program has been well utilized in Plymouth; however, it has not been as well utilized statewide, which led to this program change.

Due to the program change, the City must execute a new agreement with MSA to continue administering the closeout and ongoing compliance requirements for the remaining loans. Attached is the proposed contract for MSA to continue administering the discontinued housing program at a cost of \$2,000 per year and will provide the following services:

- Monitoring homeowner insurance compliance
- Processing subordination requests (for refinancing, home improvements, etc.)
- Managing loan payoffs
- Handling rental payments (if applicable)
- Maintaining the loan receivable report
- Re-recording 30-year-old mortgages
- Creating and distributing annual landlord coupon books (if applicable)

As loans are repaid and the program winds down, staff will periodically reevaluate whether continued use of MSA remains the most efficient approach. At this time, the minimal annual contract cost is outweighed by the internal staff time that would be required to manage reporting and administration requirements in-house.

**Recommendation:** Approve Professional Services Agreement with MSA Professional Services related to CBDG Housing Program

**Attachments:** Draft Agreement with MSA



# MSA

## Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made effective \_\_\_\_\_ by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 201 Corporate Drive, Beaver Dam, WI 53916

Phone: (920) 392-5137

Representative: Kari Justmann

Email: [kjustmann@msa-ps.com](mailto:kjustmann@msa-ps.com)

**CITY OF PLYMOUTH (OWNER)**

Address: 128 Smith Street, Plymouth, WI 53073

Phone: (920) 893-3745

Representative: Tim Blakeslee

Email: [tblakeslee@plymouthwi.gov](mailto:tblakeslee@plymouthwi.gov)

**Project Name:** City of Plymouth CDBG Discontinued Housing Program

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: TBD  
Approximate Completion Date: Reviewed annually

**The lump sum fee for the work is:** \$2,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF PLYMOUTH**

\_\_\_\_\_  
Donald O. Pohlman

Mayor

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Kari Justmann

Housing Team Leader

Date: 12/23/25

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.



5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees.

This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:  
SCOPE OF SERVICES**

MSA will provide the following administrative services:

- Monitor homeowner insurance compliance
- Process subordination requests (for refinancing, home improvements, etc.)
  - Send subordination request to the lender
  - Review the subordination request to ensure they are following the state subordination policy
  - If approved, get the subordination agreement from the lender and have it signed and returned to lender
- Manage loan payoffs
  - Determine appropriate payoff amount
  - Send payoff letter to title company
  - Prepare satisfaction for signature
  - Have satisfaction recorded with the Register of Deeds
  - Return funds to the Department of Administration – to be done by municipality
- Rental payments (if applicable)
  - Return funds to the Department of Administration quarterly or annually – to be done with municipality
- Maintain the loan receivable report
  - Update with each payoff & rental payments
  - Update annually
- Re-record 30-year-old mortgages
  - Prepare Notice of Recorded Mortgage for signature
  - Have document recorded with the Register of Deeds
    - Cost to record the mortgages will be the responsibility of the municipality until eligible for reimbursement
- Create and distribute annual landlord coupon books (if applicable)
- Submit a report to the municipality in December summarizing the year's activities

MSA will invoice the full lump sum fee in January of each year. The agreement will be reviewed annually to determine if any revisions are necessary.



---

**DATE:** January 23, 2026

**TO:** Mayor and Common Council

**FROM:** Tim Blakeslee, City Administrator/Utilities Manager

**RE:** Approval of Professional Services Agreement for Consulting Services with EverStrive Solutions

---

**Background:** Strategic planning was identified as a priority in the City Administrator/Utilities Manager's 2023-2025 Work Plan. As a result, the Common Council undertook the 2023-2026 City of Plymouth Strategic Plan project, which was Plymouth's first adopted strategic plan. Staff continues to use the current plan to guide project priorities, and the plan's intended sunset date is the end of 2026. Many items in the plan have been completed or are underway. Given the plan's timeline, the 2026 budget includes \$30,000 to update the City's strategic plan with the goal of establishing City direction for the next 3 to 5 years. Following adoption of the updated plan, I will also update the City Administrator/Utilities Manager's Work Plan to align with the new priorities.

An RFP was released in December. Staff received six proposals, interviewed three strategic planning consultants, and recommends approval of a Professional Services Agreement for Consulting Services with EverStrive Solutions. The recommended proposal and agreement are attached. EverStrive is comprised of three highly regarded local government professionals. Lauren Palmer will serve as the lead consultant for this project. Her career has focused on city management and assistant city management roles, as well as supporting other local governments in regional capacities. I have worked with Ms. Palmer previously and have found her to be an exceptional local government professional.

In summary, the proposal from EverStrive addresses the following needs:

- Project kick-off
- Insight gathering
  - Document review
  - Internal interviews
- Community engagement
  - Digital community survey
  - Stakeholder focus groups
- Plan development
  - Strategic planning workshop with Council and Staff
  - Internal draft plan review
- Implementation plan
  - Staff workshop
  - Implementation plan draft and review
- Report design and adoption

**Recommendation:** Approval of an Professional Services Agreement for Consulting Services with EverStrive Solutions.

**Attachment:** Draft proposal and agreement

## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is entered into on this \_\_\_\_ day of January (the "Effective Date") by and between the City of Plymouth, Wisconsin (the "City") and EVERSTRIVE SOLUTIONS, LLC, a Missouri Limited Liability Company (the "Service Provider").

WHEREAS, the City is an incorporated city in Sheboygan County, Wisconsin; and

WHEREAS, the City periodically requires professional services such as consulting, executive coaching and facilitation to support its mission; and

WHEREAS, Service Provider has demonstrated the necessary expertise, experience, and personnel to provide consulting services for the City; and

WHEREAS, the City and Service Provider have agreed on the terms and conditions pursuant to which the Service Provider will be retained to provide consulting services to the City which agreements are set forth in the balance of this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree that the above recitals are incorporated into and made a part of this Agreement by reference. The parties also agree, intending to be legally bound, in consideration of the premises and understandings contained herein and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, as follows:

### **I. SCOPE OF SERVICES**

- A. The term "Services" when used in this Agreement shall mean any and all consulting, facilitation and coaching services provided by Service Provider in accordance with the Scope of Services as set forth in **Exhibit A**, attached hereto which exhibit shall be deemed incorporated in its entirety by reference herein. The City retains Service Provider and Service Provider agrees to perform and complete the Services described in Exhibit A.
- B. The City may, at any time, request Service Provider make changes within Exhibit A or to perform extra work. Service Provider shall perform the change or extra work only after receipt of a fully executed revised Exhibit A. If any request for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Service Provider shall submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City will not be liable for any costs incurred by Service Provider from performance of a change or extra work prior to issuance of a modified Exhibit A unless expressly authorized in writing by the City.

### **II. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay fees agreed upon in Exhibit A within 30 days of billing under the terms of applicable by Service Provider. In the event of a dispute as to any billings, the City shall pay the undisputed portion of Service Provider invoices and shall notify Service Provider in writing of the nature of the dispute regarding any disputed balance.
- B. Each party to this Agreement shall bear all attorney's fees and costs arising from that party's own counsel in connection with this Agreement. In the event of a breach of this Agreement, the prevailing party in any arbitration or litigation resulting from a breach shall be entitled to recovery of its costs and expenses, including reasonable attorney's fees.
- C. All fees payable to Service Provider under this Agreement shall be made in full, and without any



withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Service Provider's employees' taxes. Service Provider hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. Neither Service Provider nor Principal shall be eligible for, shall participate in, or shall be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

- D. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

### **III. SCHEDULE**

- A. Services shall be completed within the timeframe(s) outlined in Exhibit A.
- B. Neither the City nor Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God or a public enemy, governmental actions, labor unrest, acts of terrorism, riots, inability of manufacturer to obtain raw materials, the bankruptcy of any supplier or commercial impracticability, or other causes beyond its control.
- C. If Service Provider's performance is delayed due to delays caused by the City, the City will notify Service Provider as soon as possible about the impact to the schedule. The City and Service Provider will mutually agree to schedule revisions. Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

### **IV. ASSIGNMENT OF PERSONNEL**

Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any employees or authorized subcontractors of Service Provider.

**V. OWNERSHIP OF WORK PRODUCT**

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City its right title and interest in and to such Works.

**VI. RELATIONSHIP OF THE PARTIES**

- A. Service Provider is, and always will be, an independent contractor and is not an employee, servant, agent, partner or joint ventures of City. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. The City shall determine the work to be done by Service Provider, but Service Provider shall determine the legal means by which it accomplishes the work specified by City. The City is not responsible for withholding, and shall not withhold, FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes or taxes of any kind from any payments it owes Service Provider. Neither Service Provider nor its employees or authorized subcontractors shall be entitled to receive any benefits that employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, profit sharing, or Social Security on account of their work for the City. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party, unless noted in this Agreement or is authorized by prior written authorization from the party to be bound by such contract.
- B. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

**VII. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section by registered or certified mail, postage prepaid, return receipt requested, with a copy sent via email.
- B. Notices sent by Service Provider shall be sent to:
  - City of Plymouth, Wisconsin
  - Attn: City Administrator
  - Plymouth City Hall
  - 128 Smith St.
  - P.O. Box 107
  - Plymouth, WI 53073
  - With a copy to:
  - [TBlakeslee@plymouthwi.gov](mailto:TBlakeslee@plymouthwi.gov)
- C. Notices sent by the City shall be sent to:
  - EverStrive Solutions LLC
  - Attn: Lauren Palmer
  - 201 N Forest Avenue, Suite 120
  - Independence, MO 64050
  - With a copy to:
  - [lpalmer@everstrivesolutions.com](mailto:lpalmer@everstrivesolutions.com)

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be effective upon notice to the other party delivered in the manner set forth above.

#### **VIII. TERM AND TERMINATION**

- A. The Effective Date of this Agreement is as set forth in the first paragraph of this Agreement.
- B. The term of this Agreement shall be until December 31, 2026.
- C. Notwithstanding the foregoing, the City or Service Provider may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination. Service Provider agrees to complete any services that are scheduled and authorized by Exhibit A as of the date of notice of termination, unless other arrangements are approved by the City. Upon termination of this Agreement, the City shall have no liability to Service Provider except for charges for Services performed by Service Provider based on Exhibit A through the timeframe authorized herein and the Service Provider shall have no duties to the City except to wind up existing Services through the termination date for which it will issue a final billing upon the conclusion of the Services or thirty (30) days, whichever occurs earlier in time.

#### **IX. INSURANCE**

Service Provider shall procure and maintain professional liability insurance for any and all services performed under this agreement. The insurance shall have minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall cover claims arising out of the Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement. Proof of coverage is incorporated by reference as **Exhibit B**.

#### **X. RESOLUTION OF DISPUTES**

The City and Service Provider agree that disputes related to the services shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests.

#### **XI. MISCELLANEOUS PROVISIONS**


- A. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Missouri, not including its choice of law rules. The parties agree that in any dispute to enforce the terms hereof exclusive jurisdiction and venue shall be in the Circuit Court of Jackson County, Missouri or in the United States District Court in which Jackson County, Missouri is located, and in no other court or jurisdiction. The parties further agree and expressly consent to the exercise of personal jurisdiction in the state of Missouri in connection with any dispute or claim involving this Agreement.
- B. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- C. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall save the City harmless with respect to any damages arising from any material damage from tortious activity done in performing any of the work pursuant to this Agreement.
- D. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:

- i. Service Provider will not discriminate against any employee or applicant for employment because of race, color, sex, disability, national origin, citizenship, age, pregnancy, genetic information, military status, ancestry or any other characteristic or status protected by law. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, disability, national origin, citizenship, age, pregnancy, genetic information, military status, ancestry or any other characteristic or status protected by law. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- E. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- F. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider.
- G. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- H. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- I. Third Parties. The Services to be performed by Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- J. Counterparts; Fax, PDF or Electronic Signature. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto, independently of the signature of any other party. This Agreement may be executed and sent via email of PDF file or fax or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)) and such signature shall be deemed valid and binding on any party hereto.
- K. Survival. The representations, terms and conditions in this Agreement are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination or completion of performance of this Agreement.

- L. Rule of Construction. All parties hereto having had the opportunity to review this Agreement with their legal counsel and this Agreement is the result of arms-length negotiations among the parties and their attorneys, none of whom acted under any duress, coercion or compulsion whatsoever. Accordingly, the parties waive the application of any rule or law, which otherwise may be applicable in connection with the construction or interpretation of this Agreement, that ambiguous, vague or conflicting terms or provisions should be construed against the party who or whose attorney prepared the executed Agreement or earlier draft of the same. This Agreement shall not be construed against any party for having drafted it or for having the Agreement drafted by such party's counsel.
- M. Captions. The captions in connection with this Agreement are for reference purposes only and shall not be construed as part of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
- N. Amendment. This Agreement may not be altered or amended except in writing, signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

EVERSTRIVE SOLUTIONS, LLC  
a Missouri Limited Liability Company

By:  \_\_\_\_\_

Date: January 23, 2026

Lauren Palmer, Authorized Member

City of Plymouth, Wisconsin

By: \_\_\_\_\_  
Tim Blakeslee, City Administrator/Utilities Manager

Date: \_\_\_\_\_

## EXHIBIT A: PROPOSAL AND SCOPE OF SERVICES



January 15, 2026

Tim Blakeslee  
City Administrator/Utilities Manager  
City of Plymouth, WI  
*Delivered via email: [tblakeslee@plymouthwi.gov](mailto:tblakeslee@plymouthwi.gov)*

Mr. Blakeslee:

Please accept this proposal from EverStrive Solutions, LLC for strategic planning facilitation services for the City of Plymouth, Wisconsin. EverStrive Solutions is a full-service public sector consulting firm that specializes in strategic planning, facilitation, executive coaching, and project management. Our clients include local governments, nonprofits, and professional associations.

EverStrive Solutions is led by two experienced local government leaders. We started this firm after decades of executive service inside City Hall because we understand what it takes to help communities succeed. We know how important it is to find a partner who truly gets the challenges of governing, the realities of day-to-day operations, and the need to turn big ideas into action. Through a thoughtful and inclusive strategic planning process, we'll work together to create a clear, actionable roadmap that reflects your community's vision and sets the stage for meaningful progress in the years ahead.

We look forward to learning more about this opportunity. Please do not hesitate to reach out with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'LP'.

Lauren Palmer  
COO & Co-Founder  
[lpalmer@everstrivesolutions.com](mailto:lpalmer@everstrivesolutions.com)

A handwritten signature in blue ink, appearing to read 'MHauck'.

Meredith Hauck  
CEO & Co-Founder  
[mhauck@everstrivesolutions.com](mailto:mhauck@everstrivesolutions.com)



## COMPANY INFORMATION

---

### **EverStrive Solutions, LLC**

201 North Forest Avenue, Suite 120

Independence, MO 64050

(816) 286-4676 | [www.everstrivesolutions.com](http://www.everstrivesolutions.com)

**Federal Tax EIN:** 99-2319015

**WBE Certification:** Certified Woman-Owned Business Enterprise through the Missouri Office of Equal Employment Opportunity

## MEET EVERSTRIVE

---

EverStrive Solutions, LLC is a public sector consulting firm that specializes in supporting nonprofit organizations, professional associations, and government agencies. Founded by former local government executive leaders, EverStrive Solutions provides coaching, strategic planning, facilitation, and workshops designed to support the changemakers of the world. We offer a variety of solutions, including providing facilitation and consulting services in one-on-one and group environments that focus on process improvement, policy development, strategic planning, productivity, team dynamics, management training, and executive leadership.

### **Meet the Project Team**



**Lauren Palmer**, EverStrive Solutions COO and Co-Founder, will serve as the project lead. She has held executive local government roles in four cities in three states including city administrator and assistant city manager. She previously served as the director of local government services for Mid-America Regional Council (MARC), the regional council of governments serving 119 cities and nine counties in the greater Kansas City area. Lauren oversaw MARC's work in emergency services, 911 communications, affordable housing, workforce development and other shared services. Lauren is an ICMA Credentialed



Manager who has a strong reputation for getting to the heart of the matter, maintaining high productivity across diverse service lines, and developing talent so teams achieve their best.

**Meredith Hauck**, EverStrive Solutions CEO and Co-Founder, is a skilled public sector executive who has spent most of her career in local government in the Kansas City region as an assistant City Administrator with a focus on internal services, community relations, and special projects. Meredith started her own consulting firm in 2021 and has been working with communities and organizations across the country since then as a strategic consultant, facilitator, and executive coach, as well as serving in numerous interim roles. Meredith achieved ICMA Credentialed Manager status when she worked in local government and is known for her ability to get up to speed quickly; her thorough, direct, and innovative approach to the work; and her deep understanding of how to navigate public sector, community, and team dynamics.

**Megan Dodge**, Senior Consultant, brings more than a decade of senior leadership experience in local and state government to her work with EverStrive Solutions, where she helps clients strengthen organizational culture, leadership capacity, and strategic alignment. A certified mediator and former Human Resources Director, Megan has led major initiatives in employee engagement, values-driven culture change, and organizational development. She combines that firsthand experience with a facilitation style that is approachable, insightful, and grounded in real-world operations. Clients value her ability to quickly understand their organization, connect with people at every level, and translate complex challenges into clear, actionable strategies that improve communication, collaboration, and results.

## OUR WORK

---

### **Winnebago County, Wisconsin**

Winnebago County engaged EverStrive Solutions in early 2025 to facilitate the development of its first strategic plan. The project was completed on a tight timeline and in an environment with significant political and community skepticism. Through a collaborative, transparent approach, EverStrive guided the County through visioning, engagement, and priority-setting that built trust and alignment across the organization. The resulting plan was unanimously approved by the 34-member County Board of Supervisors and now serves as a unifying roadmap for the organization. EverStrive has since been invited back to support the County in the ongoing administration and implementation of the plan. [Plan Link](#)

### **Reference: Jamie Rouch**

Director of Administration  
Winnebago County, Wisconsin  
(920) 232-3443  
[jrouch@winnebagocountywi.gov](mailto:jrouch@winnebagocountywi.gov)





### **Grand Junction, Colorado**

The City of Grand Junction engaged EverStrive Solutions to lead a strategic planning process following a major leadership transition, including a new mayor, City Council, City Administrator, and assistant City Administrator. The project included visioning work with the Council and executive team, a facilitated Council retreat to establish strategic direction, and a staff retreat to develop an implementation framework. The resulting plan reflects a renewed vision for the City's future and provides clear direction for aligning operations and community priorities under new leadership. [Plan Link](#)

**Reference: Mike Bennett, ICMA-CM**

City Administrator  
City of Grand Junction, Colorado  
(970) 244-1557  
[mike.bennett@gjcity.org](mailto:mike.bennett@gjcity.org)

### **Child Care Aware of Kansas**

Child Care Aware of Kansas is a statewide advocacy organization that engaged EverStrive Solutions to support long-range planning and executive leadership development during a period of organizational growth. The project includes development of a new five-year strategic plan as well as ongoing strategic advising and leadership coaching for the executive director and senior leadership team. [Plan Link](#)

**Reference: Kami Cohorst**

**Interim Executive Director**  
Child Care Aware of Kansas  
(785) 833-6708  
[kami.cohorst@ks.childcareaware.org](mailto:kami.cohorst@ks.childcareaware.org)

### **Other Related Experience**

EverStrive Solutions has served more than 40 clients since its business launch in August 2024. We consistently receive positive feedback on our style and work products, and several clients have engaged us for repeat business. Below are examples of prior or current relevant experiences with similar services and organizations.

- **City of Columbia, Missouri** – Executive Leadership Training (November 2025)
- **City of Odessa, Missouri** – Board Retreat and Community Engagement (April – June 2025)
- **City of Springfield, Missouri** – City Council Priority Setting Workshop and Ongoing Advising (July 2025 – present)
- **City of Thornton, Colorado** – Council Strategic Planning Conference (January 2025 and January 2026)
- **Clay County Public Health Center (Liberty, Missouri)** – Strategic Plan (October 2025 – June 2026)
- **Engaging Local Government Leaders (ELGL)** – Strategic Plan (October 2025 – present)



- **Lake Champlain – Lake George Regional Planning Commission (Lake George, New York)** – Strategic Plan (June – October 2025)
- **Lehigh Valley Planning Commission (Allentown, Pennsylvania)** – Strategic Plan (January – October 2025)
- **Metroplan (Little Rock, Arkansas)** – Regional Planning Needs Assessment (October 2025 – January 2026)
- **MidSouth Development District (Memphis, Tennessee)** – Community Roundtable Facilitation (October 2025 – October 2026)
- **Missouri City/County Managers Association** – Board Retreat & Strategic Plan (January – March 2025)
- **Missouri Municipal League** – Board Planning Retreat (August 2025)
- **Unified Government of Wyandotte County/Kansas City, Kansas** – Two-Part Board Retreat (January – February 2025 and scheduled to return in 2026)

## OUR APPROACH

---

— “ —

**WHERE BIG IDEAS MEET A WHOLE LOTTA GET IT DONE.**

— ” —

At EverStrive Solutions, we believe strategic planning is about more than producing a document. It's about building alignment, creating momentum, and shaping the future of your organization and community. We bring firsthand experience as former City Administrators and local government leaders who understand both the complexity of municipal operations and the importance of practical, people-centered plans that lead to real progress.

### **Rooted in Insight and Collaboration**

Every great plan starts with listening. We begin each project by engaging leadership, staff, and community stakeholders to understand your organization's strengths, challenges, and aspirations. Through interviews, focus groups, and surveys, we gather insights that reveal not only what's working but where opportunities exist for growth. These early conversations build trust, strengthen buy-in, and ensure the final plan reflects your community's values and your organization's capacity.

### **A Proven Process, Tailored to You**

While our framework is well-tested, no two plans are alike. Each project is customized to fit your structure, timeline, and goals. We work closely with staff and elected officials to outline the process, confirm milestones, and design engagement activities that make sense for your organization and community. The result is a plan that is both visionary and practical - something you can use every day to guide decisions, allocate resources, and measure progress.



### **Grounded in Experience, Informed by Perspective**

We bring a deep understanding of local government operations, along with experience supporting organizations nationwide. We know the pressures leaders face, the value of limited staff time, and the importance of clear, accessible communication throughout the planning process. Our blend of lived experience and broad perspective ensures your plan is both relevant today and adaptable for the future.

### **Engagement that Builds Ownership**

We design engagement strategies that work for real people. Whether through small group discussions, workshops, or online surveys, we use a mix of methods to ensure meaningful participation from a wide range of voices. Our facilitation style is approachable and intentional. We make space for every perspective while keeping discussions focused on progress. This approach builds shared ownership of the plan and creates the foundation for long-term success.

### **Actionable, Measurable Results**

We don't want a plan that sits on the shelf either. Our plans are built to inspire action and make progress tangible. Once the Council sets the vision, mission, and goals for the community, we work with staff to develop a realistic implementation plan and identify meaningful metrics that show whether the work is making an impact. We understand the value of data collection, but we also recognize that many communities have to balance doing the work with measuring it. That's why we focus on creating simple, straightforward tools and metrics that make it easy to track, report, and evaluate results over time.

### **A Trusted Partner from Start to Finish**

Throughout the process, our team serves as both facilitator and guide, helping your team stay aligned, organized, and focused. We handle logistics, keep the project on track, and provide candid, informed feedback when it's needed most. Our goal is simple: to help you build a plan that fits your organization, energizes your team and community, and sets the stage for meaningful, sustained progress.

## **PROJECT PLAN**

---

### **PROJECT KICK OFF | WEEKS 1-2**

Upon contract execution, EverStrive Solutions will meet with the City's project lead(s) to confirm goals, deliverables, and expectations. This meeting will affirm the project approach and gather direction from the City of Plymouth about desired outcomes. It ensures the City and consulting teams are aligned at the start of the project and sets the stage for a successful process.

### **INSIGHT GATHERING | WEEKS 3-8**

To build a shared understanding of how Plymouth operates today, EverStrive will begin the process with a two-part environmental assessment: document review and internal interviews.



### **Document Review**

EverStrive will complete a thorough review of existing priorities and operations to fully understand the City's current environment. This will include the 2023-2026 Strategic Plan, budgets, departmental reports, organizational charts, and other relevant materials.

### **Internal Interviews**

Following the document review, EverStrive will conduct a series of interviews and focus groups to gain a deeper understanding of organizational strengths, challenges, and previous strategies. This proposal includes:

- One-on-one virtual interviews with the City Administrator (one hour), Mayor (one hour), and each member of the Common Council (30 minutes each).
- Two virtual focus groups with City staff. Each focus group will be invitation-only and limited to eight participants. EverStrive will work with the City to determine participants and scheduling. We recommend one group with leaders and managers throughout the organization, and another with front-line or program level staff.

## **COMMUNITY ENGAGEMENT | WEEKS 3-8**

Community engagement is a critical component of every strategic planning process. It ensures the final plan reflects the values, needs, and priorities of the people who call Plymouth home. This is also the component of strategic planning that is the most variable and can drive up project costs. Because this is a plan update, and based on our experience, we recommend a streamlined set of high-impact engagement tools. We are prepared to offer more robust outreach and participation opportunities if desired by the City.

**Digital Community Survey:** EverStrive will design and host a simple, accessible online survey to gather broad input from residents and stakeholders. While not statistically representative of the community at-large, it will provide valuable insights to inform the strategic planning discussion. EverStrive will rely on the City's community engagement team to advertise the survey using its existing communication channels (website, social media, newsletters, etc.), and EverStrive will provide guidance on messaging and outreach strategy.

**Stakeholder Focus Groups:** EverStrive will plan and facilitate up to two one-hour focus groups, held virtually, with up to eight participants each. Participants may include business and industry representatives, nonprofit leaders, neighborhood representatives, faith-based organizations, and residents representing diverse perspectives from across the community. The City will identify participants, and EverStrive will manage invitations and facilitation.

### **Additional Services**

The following are additional outreach tools to broaden participation and increase community visibility. These services are not included in the pricing proposal but may be negotiated.



**Strategic Communications Plan:** EverStrive could develop a customized outreach plan using the City’s existing communication tools and networks. This plan would include:

- **Digital Survey Support:** Messaging, outreach graphics, and sample language for social media and email promotion.
- **Survey Tabling Events:** Collaborate with City staff to identify opportunities to promote the survey at community events. EverStrive will design outreach materials, while the City will handle printing and staffing.
- **Project Webpage:** Coordination with City communications staff to create a dedicated page on the City website for project updates, survey links, and plan documents.

**Public Input Event(s):** Following development of the plan draft, EverStrive could partner with staff to design one or more public events to engage community members about draft plan ideas. EverStrive would design marketing materials and provide two facilitators for each session, while the City would coordinate logistics such as venue, refreshments, and invitations.

Services can be customized based on the City’s desired level of engagement, timeline, and available resources. EverStrive will work closely with staff to tailor the approach to your community’s culture and ensure meaningful participation that adds value to the planning process.

## **PLAN DEVELOPMENT | WEEKS 9-12**

This phase brings together the insights gathered from leadership, staff, and the community to shape the foundation of Plymouth’s Strategic Plan. Through focused facilitation and collaborative discussion, we’ll help the Common Council and leadership team translate ideas into clear priorities and goals that set the direction for the next several years.

### **Strategic Planning Workshop**

EverStrive will plan and facilitate a six-hour, in-person strategic planning workshop with the Common Council and senior City staff focused on visioning and goal development. The workshop will result in a shared vision for the City and the identification of key priorities and goals for the next three to five years. Workshop exercises will build on the framework from the existing Strategic Plan, and incorporate the findings from the environmental scan and insight gathering phase to help participants refine and set direction.

### **Develop Draft Report for Internal Review**

After the workshop, EverStrive will develop an aspirational but realistic draft of the strategic plan. The initial draft will be shared with project leadership for internal review, followed by a revised second draft that incorporates feedback and can be shared more broadly with staff and stakeholders.



## **IMPLEMENTATION PLAN | WEEKS 13-16**

Once the City's strategic priorities are established, the next step is turning vision into action. This phase focuses on connecting the plan to day-to-day operations by identifying the specific steps, responsibilities, and metrics that will guide implementation and track progress over time.

### **Staff Implementation Workshop**

Following completion of the strategic plan framework, EverStrive will host a half-day, in-person implementation workshop for up to 25 City staff. This session will focus on developing action steps and identifying measurable outcomes for each goal area.

### **Implementation Plan Draft and Feedback**

Based on the workshop, EverStrive Solutions will prepare a draft implementation plan for review and feedback. The plan will outline actions, timelines, and performance metrics and will be incorporated into the final strategic plan document.

## **REPORT DESIGN AND ADOPTION | WEEKS 17-20**

The final phase focuses on refining, designing, and presenting the plan in a format that is clear, accessible, and ready for implementation.

### **Report Design**

EverStrive Solutions will provide the final plan in two formats: an editable text version in Microsoft Word for ongoing use and a designed version in PDF for publication. The design will follow EverStrive's standard framework, customized with Plymouth's logo, brand colors, and fonts. Two design revisions are included in this proposal.

### **Report Adoption**

EverStrive Solutions will coordinate with City staff to prepare the plan for presentation and adoption by the Common Council. We will be available to present the plan in person or virtually at the Council meeting.

## **PROJECT MANAGEMENT**

---

EverStrive will schedule and facilitate regular check-in meetings with the Plymouth team assigned to this project at jointly identified milestones. Agendas will be provided in advance and meeting summaries, with tracking and accountability for project tasks, will be circulated promptly. Check-in meetings ensure progression and alignment with the project goals and outcomes. EverStrive Solutions uses the Microsoft 365 suite of productivity tools including Microsoft Teams (collaboration and file storage) and project management software. All project details and deliverables will be built in a custom project board unique to this engagement. Task tracking is automated with full visibility by both consulting partners to ensure adherence to all project deadlines and expectations.

# PROJECT SCHEDULE



PLYMOUTH, WISCONSIN	MONTHS				
PROJECT COMPONENT	1	2	3	4	5
Project Kickoff					
Document Review					
Internal Interviews and Focus Groups					
Community Survey					
Community Focus Groups					
Council Strategic Planning Workshop					
First Draft of Strategic Plan					
Staff Implementation Workshop					
Final Version of Strategic Plan					
Council Consideration for Plan for Approval					



## FEE PROPOSAL

To complete the objectives identified herein, EverStrive Solutions proposes the following lump sum pricing. EverStrive will endeavor to complete each task as efficiently as possible while achieving the full expectations of the client. Pricing is based on estimated hours and expenses to complete the key deliverables, and incremental invoices will be submitted upon completion of the work identified for each milestone, as outlined below:

<b>TOTAL FEE: \$29,750</b>	
<i>Milestone #1: Insight Gathering and Community Engagement Completed</i> <ul style="list-style-type: none"><li>Insight Gathering: \$4,800</li><li>Community Engagement: \$3,600</li></ul>	\$8,400
<i>Milestone #2: Plan Development Completed and Draft Submitted</i> <ul style="list-style-type: none"><li>Strategic Planning Retreat: \$8,050</li><li>Initial Plan Draft: \$4,400</li></ul>	\$12,450
<i>Milestone #3: Implementation Plan</i> <ul style="list-style-type: none"><li>Implementation Plan Workshop: \$3,750</li><li>Implementation Plan Draft: \$1,200</li></ul>	\$4,950
<i>Milestone #4: Strategic Plan Final Draft Delivered</i> <ul style="list-style-type: none"><li>Strategic Plan Final Draft Delivered: \$2,200</li></ul>	\$2,200
<i>Milestone #5: Presentation to Common Council</i> <ul style="list-style-type: none"><li>Presentation to Common Council: \$1,750</li></ul>	\$1,750
<b>Total</b>	<b>\$29,750</b>

EverStrive Solutions will provide all standard materials needed (standard technology, flip charts, etc.). The Client will retain responsibility for any direct expenses associated with the project outside of these standard materials, including securing space, any necessary AV equipment, professional printing, translation services, and any desired meals/refreshments. While no additional purchases are anticipated, if needed, EverStrive Solutions will work with the Client to approve any purchases in advance and ensure that all applicable purchasing policies are followed.

Pricing is all-inclusive and covers development, preparation, travel, and meetings. EverStrive Solutions charges a \$200.00 hourly rate for supplemental services that constitute a change to the approved scope of work. Supplemental charges will only be applied when approved in writing in advance.





### **INCLUDED TRAVEL**

This proposal includes three trips to Plymouth:

- Strategic Planning Retreat (Two Consultants)
- Implementation Retreat (One Consultant)
- Common Council Presentation (One Consultant)

Travel days are flexible and may be scheduled as needed to accommodate project activities. If required, additional trips will be billed based on U.S. General Services Administration (GSA) lodging, meals, and mileage rates.

### **SUPPORTING MATERIALS**

---

The following supporting materials are attached as exhibits to the proposal:

1. Lauren Palmer Resume
2. Meredith Hauck Resume
3. Megan Dodge Resume



## RELEVANT EXPERIENCE

---

- **EverStrive Solutions, LLC** | Public Sector Consultants **2024 - Present**  
*COO and Co-Founder*
- **Mid-America Regional Council** **2018 – 2024**  
*Director of Local Government Services | 2021 – 2024*  
*Assistant Director of Community Development/Local Government Services Program Director | 2020 – 2021*  
*Local Government Services Program Director | 2018 - 2020*
- **City of Independence, Missouri** **2016 - 2018**  
*Assistant City Manager*
- **City of Parkville, Missouri** **2013 – 2016**  
*City Administrator*
- **City of Manhattan, Kansas** **2008 - 2013**  
*Assistant City Manager*
- **City of Des Moines, Iowa** **2004 - 2008**  
*Management Analyst | 2006 – 2008*  
*Management Assistant | 2005 – 2006*  
*Management Intern | 2004 - 2005*

## PROFESSIONAL DEVELOPMENT

---

- **Centurions Leadership Program.** Kansas City Area Chamber of Commerce. Class of 2019.
- **International City-County Management Association Credentialed Manager (ICMA-CM).** Since 2015.
- **Flint Hills Regional Leadership Program,** Class of 2008.
- **Emerging Leaders Development Program,** International City/County Management Association. Class of 2008 (Inaugural Class).

## VOLUNTEERISM

---

- **Independence Square Association,** Board Member. 2025.
- **Women's Employment Network (WEN),** Annual Luncheon Committee. 2025.
- **Truman Library Institute,** Wild About Harry Annual Fundraising Committee. 2022 – present.
- **Engaging Local Government Leaders (ELGL) GovLove Podcast,** Host. 2021 – present.
- **Local Initiative Support Corporation (LISC) Greater Kansas City,** Local Advisory Board. 2020 – 2025.
- **United Way of Greater Kansas City,** Women United Advisory Cabinet. 2016 – 2020.
- **United Way of Riley County,** Board Chair, 2013, and Board Member, 2012.
- **Awards Evaluation Committee,** Vice Chair. International City/County Management Association. 2007 – 2010.

## EDUCATION

---

**Master of Public Affairs**  
Indiana University School of Public and Environmental Affairs

**Bachelor of Arts in Political Science**  
University of Missouri



## RELEVANT EXPERIENCE

---

- **EverStrive Solutions, LLC** | Public Sector Consultants **2024 - Present**  
*CEO and Co-Founder*
- **Focus Flow, LLC** | Public Sector Consultant and Executive Coach **2019 – 2024**  
*Owner and Founder*
- **OMNI Human Resource Solutions** **2021-2024**  
*Senior Search Consultant*
- **City of Merriam, Kansas** **2017 - 2021**  
*Assistant City Administrator*
- **City of Raymore, Missouri** **2014 – 2017**  
*Assistant City Manager*
- **City of Riverside, Missouri** **2007 - 2014**  
*Director of Administration* | 2012 - 2014  
*Director of Community Relations* | 2009 – 2012  
*Coordinator of Communications/External Affairs* | 2008 - 2009  
*Graduate Management Intern* | 2007 - 2008

## PROFESSIONAL DEVELOPMENT

---

- **International City-County Management Association Credentialed Manager (ICMA-CM).** 2016 - 2021
- **Certified Professional and Executive Coach.** World Coach Institute. Since 2019.
- **Business Leadership Certificate.** Johnson County Community College. 2019.
- **Leadership Northeast.** Northeast Johnson County Chamber of Commerce. Class of 2019
- **Leadership ICMA.** International City/County Management Association. Class of 2013.
- **Senior Executive Institute Graduate.** University of Virginia Darden School of Business. 2012
- **Leadership Northland.** Northland Regional Chamber of Commerce. Class of 2008.
- **Emerging Leaders Development Program.** International City/County Management Association. 2010.

## VOLUNTEERISM

---

- **KU MPA Program Practitioner in Residence** | Class of 2016, Class of 2020, and Class of 2026
- **Kansas City Women's Chamber of Commerce**, Co-Founder + Board Chair (2016) | 2016 – 2020
- **Girls on the Run Serving Greater Kansas City**, Board Chair (2012-2014) and Vice Chair | 2012 – 2016
- **Commercial Real Estate Women (CREW)**, Board Secretary (2019-2020) and Program Chair (2017-2019)
- **Midwest Public Risk Public Sector Insurance Pool**, Board of Directors (2014 - 2017)
- **Northland Regional Chamber of Commerce**, Youth Leadership Chair (2011- 2014)

## EDUCATION

---

**Master of Public Administration**  
University of Kansas

**Bachelor of Journalism, Strategic Communications**  
University of Kansas



## RELEVANT EXPERIENCE

---

- **EverStrive Solutions, LLC** | Public Sector Consultants **2025 – Present**  
*Senior Consultant*
- **City of Lawrence, Kansas** **2022 – 2025**  
*Human Resources Director*
- **Kansas Department for Children and Families** **2019 – 2022**  
*Deputy Secretary for Operations*
- **City of San Antonio, Texas** **2014 – 2019**  
*Assistant Director, Government and Public Affairs | 2017 - 2019*  
*Chief of Staff, Government and Public Affairs | 2016-2017*  
*Intergovernmental Relations Manager | 2014 - 2016*
- **Johnson County, Kansas** **2013 – 2014**  
*Senior Management Analyst, County Manager's Office*

## PROFESSIONAL DEVELOPMENT

---

- **Certified Mediator**  
*Approved by Kansas Judicial Branch for core mediation.*
- **The University of Texas at San Antonio Adjunct Professor.** 2016 – 2018  
*Developed curriculum & taught graduate courses in the Master of Public Administration program.*  
*Courses focused on strategic planning/management & communications.*

## VOLUNTEERISM

---

- **Family Promise, Board Member**  
*Serve on the leadership board for a community organization focused on serving families in a housing crisis through stabilization and community connections.*

## EDUCATION

---

**Master of Public Administration**  
University of Kansas

**Bachelor of Spanish and Public Administration**  
University of Kansas



# EXHIBIT B CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AHI GROUP 37277098 13633 S MUR LEN RD OLATHE KS 66062	<b>CONTACT NAME:</b>		
	<b>PHONE</b> (913) 451-8008 (A/C, No, Ext):	<b>FAX</b> (913) 839-1479 (A/C, No):	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
	<b>NAIC#</b>		
<b>INSURED</b> EVERSTRIVE SOLUTIONS 201 N FOREST AVE STE 120 INDEPENDENCE MO 64050-2697	<b>INSURER A:</b> Property and Casualty Insurance Company of Hartford		34690
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	37 SBM BV0NUZ	09/01/2025	09/01/2026	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			37 SBM BV0NUZ	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)	
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/>							
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	OCCUR CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			37 SBM BV0NUZ	09/01/2025	09/01/2026	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

## CERTIFICATE HOLDER

City of Plymouth, Wisconsin  
128 SMITH ST PO Box 107  
PLYMOUTH WI 53073

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.