

2000 N. 18<sup>th</sup> Street  
P.O. Box 1960  
Manitowoc, WI 54221-1960, U.S.A.  
www.dramm.com

# DRAMM

CORPORATION

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information@dramm.com

June 24, 2021

**PROPOSAL:** Dramm Corporation offers to help manage the City's storm water retention pond with aeration treatment and care for the surrounding flora and fauna in the form of maintaining native grasses and habitats.

Dramm Corporation is offering to provide treatment to the City's storm water retention pond located adjacent (southwest) to our property on Dufek Drive. Specifically, Dramm offers:

- Pond aeration treatment system
  - o Four micro-porous ceramic diffusers used to aerate the pond
  - o Regular application of beneficial bacteria treatment to aid aerobic activity
- Establishing habitats for migratory and other bird species
  - o Informal consultation has been initiated with
    - Natural Resources Foundation of Wisconsin
    - UW Stevens Point/DNR: WI Lakes Partnership Program
- Planting of native grasses, wild flowers (forbs), and shrubs to aid in the filtration of pond 'contaminants' as well as provide enhanced habitat for migrating birds
  - o Big Bluestem-Andropogon gerardii
  - o Side-oats Grama-Bouteloua curtipendula
  - o Little Bluestem-Schizachyrium scoparium
  - o Indiangrass-Sorghastrum nutans
    - Consulting with Kelly's Landscape Design on latter two items

Knowing this property is owned by the city, Dramm is asking for approval to access the land on a regular basis as well as to install and implement the equipment needed. Dramm acknowledges the City has certain obligations to the DNR to meet certain specifications of condition and Dramm agrees to abide by all requirements and hopes our efforts will go above and beyond those requirements.

I am happy to discuss and answer questions at your convenience.



Hans Dramm, President

**STORMWATER MANAGEMENT FACILITY  
ACCESS AND MAINTENANCE AGREEMENT**

This Stormwater Management Facility Access and Maintenance Agreement (“Agreement”) by and between the City of Manitowoc, Wisconsin, a municipal corporation (“City”), 900 Quay Street, Manitowoc, Wisconsin 54220-4543 and Dramm Corporation of Wisconsin, Inc., 1425 Dufek Drive, Manitowoc WI 54220 (“Dramm”). The City together with Dramm may be referred to individually as a “party” and collectively as the “parties”.

RECITALS

- A. This Agreement specifically applies to the following parcel (the “Property”) located adjacent to 1425 Dufek Drive, Manitowoc WI 54221, Parcel No. 052-447-001-090 described as:

A Parcel of land located in the Manitowoc I-43 Industrial Park Subdivision Number 2, Lot 9, Block 1 (Retention Pond) 1996 New Subdivision, City of Manitowoc, Wisconsin.

- B. This Agreement is intended to allow Dramm access and rights to enhance the stormwater management facility (“Facility”) located on the subject parcel. See Exhibit A. Routine maintenance shall remain with the City.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises herein made and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Dramm and the City agree as follows:

1. Recitals. The Recitals are deemed to be true and correct.
2. Responsibilities.
  - A. Dramm or its designee is authorized by the City to access the Property, as necessary, to conduct enhancements and maintenance of certain aspects of the stormwater facility including, but not limited to, the following:
    - i. Planting and maintenance of native grasses, wild flowers, and shrubs.
    - ii. Pond aeration and treatment.
    - iii. Establish habitats for migratory and other bird species.
  - B. Dramm shall submit to the City Engineering Department a report on activities completed by Dramm after any major changes are made to the Facility. The report shall be filed with the City’s Engineering Department. The spirit of this requirement is to keep the City informed of changes to the Facility.
  - C. Dramm agrees to follow the State of Wisconsin Department of Natural Resources Technical Standards for erosion and sediment control and post-construction storm water management at the Facility where applicable. Dramm shall comply with the standards and guidelines of the Wisconsin Department of Natural Resource (WDNR), and shall comply with any additional requirements as required by City regulation or by the City Engineering Department.
  - D. Upon the City providing written notification to Dramm of a problem with Dramm enhancements that require correction, the specified corrective action(s) shall be performed by Dramm within a reasonable time frame as set forth in writing by the City Engineering Department.
  - E. The City is authorized to perform the corrective action(s) identified under (D) above if Dramm does not make the required corrections, or if such corrections are not

implemented to the City's sole satisfaction, within a reasonable time period specified in writing by the City Engineering Department. The cost and expense of such corrections shall be expressly borne by Dramm.

F. The City retains the express right to stop work performed by Dramm at the Facility, and to amend or alter such work being undertaken by Dramm.

3. Representations. All representations and warranties of Dramm and the City set forth in this Agreement and in all agreements expressly referred to herein, shall at all times be true, complete and correct.
4. Claims and License; Injury and Property Damage. During the term of this Agreement, Dramm agrees to protect, defend, indemnify and hold the City, its officers, agents and employees free and harmless from and against any and all claims of third parties which result in losses, penalties, damages, settlements, costs, charges, professional fees, attorney's fee, or other expenses or liabilities in connection with or arising directly or indirectly out of Dramm's obligations under this Agreement. In no event shall Dramm or its insurer be liable for or have any indemnification obligations for any losses, damages, costs, fees, expenses, etc. arising out of the City's negligence or failure to perform its obligations under this Agreement. Dramm further agrees that the City will, if the City and Dramm mutually deem it appropriate, provide any additional defense to any claim hereunder, the full costs of which shall be borne by Dramm. Furthermore, if a third party shall make claim against the City related to the Facility, Dramm at its sole option, shall have the right to participate in, or assume the defense of any such claim, provided however, the City shall remain liable for all costs including attorney fees, to the extent of the City's negligence or failure to perform its obligations.
5. Continuing Obligations. The obligations of each of the parties shall continue until such time as this Agreement is terminated in writing by Dramm and the City.
6. Termination. This Agreement shall terminate, and become immediately null and void, upon the date of execution of a written instrument releasing Dramm and the City from all obligations hereunder.
7. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by facsimile transmission, or by first class mail, or by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as set forth below:

Dramm: Hans Dramm  
Dramm Corporation of Wisconsin, Inc.  
P.O. Box 1960  
Manitowoc, WI 54221-1960

City: City of Manitowoc  
Attn: City Clerk  
900 Quay Street  
Manitowoc WI 54220-4543

with a copy to: City Engineer  
City of Manitowoc

900 Quay Street  
Manitowoc WI 54220-4543

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

The parties further agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Agreement, and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

8. Amendments. This Agreement is the entire agreement between the parties, and can only be modified or changed in writing executed by all parties.
9. Assignment. Dramm shall not assign this Agreement or any part of it, without the prior written consent of the City, which consent shall not be unreasonably withheld.
10. Applicable Law. This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
11. Date. This Agreement shall be dated and effective and binding as of the date of the last execution.

(Signature Page to Follow)

**DRAMM CORPORATION**

By: \_\_\_\_\_  
Hans Dramm, President

\_\_\_\_\_  
Date

STATE OF WISCONSIN )  
                                      ) ss.  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named Hans Dramm to me known who executed the foregoing instrument and to me known to be the President of the Dramm Corporation, and acknowledged that he executed the foregoing instrument in such capacity of said corporation, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires)(is):  
\_\_\_\_\_

**CITY OF MANITOWOC, a Wisconsin Municipal Corporation**

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mackenzie Reed, City Clerk/Deputy Treasurer

\_\_\_\_\_  
Date

STATE OF WISCONSIN )  
                                      ) ss.  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023 the above signed Justin M. Nickels and Mackenzie Reed, to me known who executed the foregoing instrument and to me known to be such Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc, WI, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires)(is):  
\_\_\_\_\_

Exhibit A  
Facility Map  
Parcel 052-447-001-090

