CITY OF PLYMOUTH, WISCONSIN TUESDAY, MARCH 25, 2025 COMMON COUNCIL MEETING 7:00 PM COUNCIL CHAMBERS, ROOM 302 128 SMITH ST. PLYMOUTH, WI 53073

AGENDA

- 1. Call to order and roll call:
- 2. Pledge of Allegiance.
- 3. Approval of the Consent Agenda (Alderpersons may request removal of item(s), or part thereof without debate or vote):
 - A. Approve minutes of the meeting held Tuesday, March 11, 2025
 - **B.** Approve City and Utility Reports:
 - I. Electric, Water and Sewer Sales Report February 2025
 - II. Utility Related Write Offs for March 2025 \$1,721.83
 - C. Approve Application for Event: Fallooza Fall Festival and Music Fundraiser—to be held September 27, 2025 from 6:30 AM 10:00 PM at City Park. Request Park Shelter Fees be waived.
 - D. Approve change of agent for "Class A" Alcohol License for Pick 'n Save to Ann Kintzler Approved by Clerk's Office and Police Department
 - E. Approve Temporary "Class B" License for Penny University Players, Inc Penny University 2025, to be held on April 3 April 5, 2025 from 7 PM 11 PM at New Life Community Church.
- 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. Annual Report:
 - A. Police Department Annual Report Presentation Ken Ruggles, Police Chief
 - B. Recognition of Police Officers Ken Ruggles, Police Chief
- 7. New Business:
 - A. Discussion and Possible Action on Agreement with School District TID Distribution Tim Blakeslee, City Administrator / Utilities Manager
 - B. Discussion and Possible Action on Agreement with New Summits LLC/SCEDC Tim Blakeslee, City Administrator / Utilities Manager
 - C. Discussion and Possible Action on Tornado Sirens Matt Starker, Deputy Police Chief

8. Entertain a Motion to go into Closed Session for the following:

Pursuant to Wis. Stat. 19.85 (c) for considering, employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – City Administrator / Utilities Manager

AND

Pursuant to Wis. Stat. 19.85(1)(g) conferring with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved 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 charges 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 - North Building at parcel 59271822060

- 9. Entertain a motion to go into Open Session
- 10. Discussion and Possible Action on Closed Session Items
- 11. Adjourn to 7:00 PM on Tuesday, April 8, 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, MARCH 11, 2025 COMMON COUNCIL MEETING

UNOFFICIAL MINUTES

- 1. Call to order and roll call: Mayor Pohlman called the meeting to order. On the call of the roll the following were present: Angie Matzdorf, Greg Hildebrand, Diane Gilson, John Binder, Dave Herrmann, John Nelson, and Jeff Tauscheck. Also present: City Administrator/Utilities Manager Tim Blakeslee, City Attorney Crystal Fieber, Director of Public Works Cathy Austin, Police Chief Ken Ruggles, Deputy Police Chief Matt Starker, Electrical Operation Manager Ryan Roehrborn, IT Manager Dave Augustin, Library Director Leslie Jochman and City Clerk/Deputy Treasurer Anna Voigt.
- 2. Pledge of Allegiance.
- 3. Approval of the Consent Agenda (Alderpersons may request removal of item(s), or part thereof without debate or vote): Nicole Hansen from Nourish spoke about the Farmers Market at Stayer Park on Thursdays from June October. Motion was made by Penkwitz/Binder to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
 - A. Approve minutes of the meeting held Thursday, February 27, 2025
 - **B.** Approve City and Utility Reports:
 - I. List of City & Utility Vouchers dated 02/01/2025 02/28/2025
 - C. Minutes acknowledged for filing Library Board: February 3 Community Television: February 10 Police & Fire Commission: February 11 Public Works and Utilities: February 27 Committee of the Whole: February 27 Housing Authority: March 5
 - D. Building Report for February 2025 21 Permits at \$9,185,585
 - E. Approve Application for Event from Nourish Farms, Inc.: Plymouth Farmers Market, to be held Thursdays, June October. Request for Stayer Park Shelter Fee be waived.
 - F. Approve Application for Event / Street Use Permit from Jesse Schneider (City Club) for the Annual Irishman's Walk on Monday, March 17, 2025 from 10 AM 10:30 AM. Route starts at 1610 Eastern Ave and Ends at 228 E Mill St.
 - G. Approve Temporary Class "B" Beer Alcohol License for Generations Trivia Fundraiser Event, to be held at 1500 Douglas Dr. on March 16 from noon 4 PM.
 - H. Approve Temporary Class "B" Beer Alcohol License for Generations ShebDeck Cribbage Tournament, to be held at 1500 Douglas Dr. on March 30 from 12:30 PM 3:30 PM.
 - I. Approve Street Use Closure from A Chappa Construction (LAG Family LLC) for March 14, 2025 June 14, 2025 for 52 Stafford St. North and South bound, from Mill St to North Stayer Park Parking lot entrance. Sidewalk on East side to remain open.
- 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: Lisa Prust from Lisa's Dragonfly Acres spoke about being at the Farmers Market at Stayer Park. Julie Overby thanked the Council for approving the Farmers market and waiving the fee. Nolan Harper, Mike Roberts, JoAnne Friedman and Kristi Sorenson spoke against the route for the ATC transmission lines. John Nelson invited the community to check out the new sugar shack at City Park during Maple Fest on April 5.

5. Items removed from Consent Agenda:

6. Annual Report

A. Library Report Presentation – Library Director Jochman gave a presentation of the 2024 year at the library. There was a 4% increase in total circulation from 2023. Binder asked if the Library Foundation was related to the library where someone can make a donation. Leslie confirmed there is a foundation where someone can make donations, they also take donations at the library.

7. New Business:

- A. Discussion and Possible Action on the Purchase of an Additional Badger **Book** – City Clerk / Deputy Treasurer Voigt introduced Badger Books which was included in the 2025 Capital Improvement Plan. Badger Books are electronic poll books that will replace paper poll books. Motion was made by Nelson/Matzdorf to approve the quote from Converge Technology Solutions in the amount of \$19,726. Tauscheck asked when badger books will be implemented and how long it takes to get them. Clerk Voigt stated it would be a few months after ordering them that we would receive them. Clerk Voigt would like to have them implemented by February 2026 if there is no Primary than April 2026. Tauscheck asked if there were any other municipalities in Sheboygan County that use them. Clerk Voigt stated the Town of Plymouth has them and loves them. Hildebrand asked what the life expectancy is. Clerk Voigt stated that municipalities have had them since 2017. There is a 5 year warranty on them. Herrmann asked if the system would fail what is the backup. Clerk Voigt stated its mandatory to have a backup paper pollbook. Binder asked if this could reduce the number of pollworkers? Matzdorf added it could also make it easier to find pollworkers. Clerk Voigt stated both are possible. Upon the call of the roll, all voted aye. Motion carried.
- B. Appoint William McCreedy to Housing Authority for a 5-year term Mayor Appoints / Council Confirms Mayor Pohlman appointed William McCreedy to the Housing Authority. Motion was made by Hildebrand/Tauscheck to approve William McCreedy to the Housing Authority. A unanimous aye vote was cast. Motion carried.
- **8. Entertain a Motion to go into Closed Session for the following:** Motion was made by Nelson/Matzdorf to go into closed session. Upon the call of the roll, all voted aye. Motion carried.

Pursuant to Wis. Stat. 19-85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – regarding SCEDC

AND

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

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

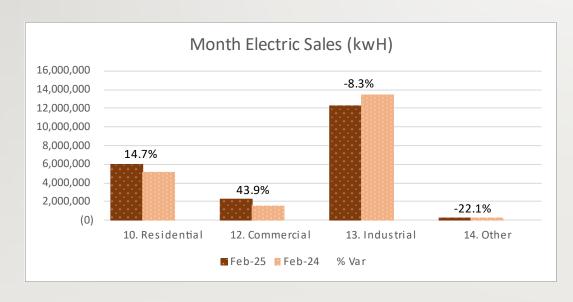
- **10. Discussion and Possible Action on Closed Session Items:** Motion was made by Nelson/Herrman to deny the claim from Spectrasite Communications. Upon the call of the roll, all voted aye. Motion carried.
- 11. Adjourn to 7:00 PM on Tuesday, March 25, 2025: Motion was made by Matzdorf/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

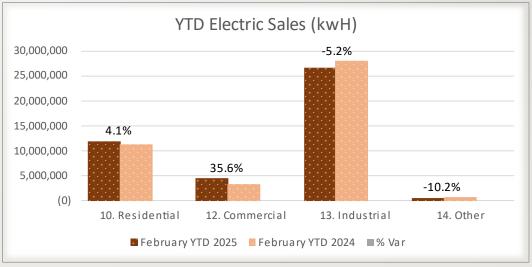
Plymouth Utilities

FEBRUARY 2025

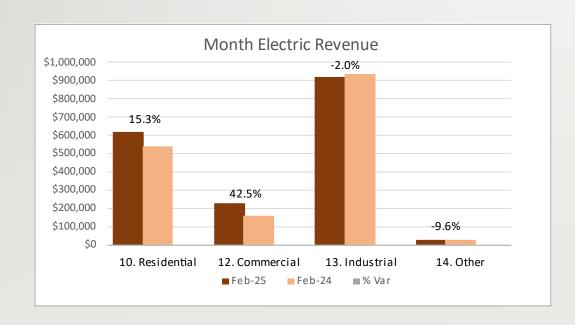
SALES & REVENUE

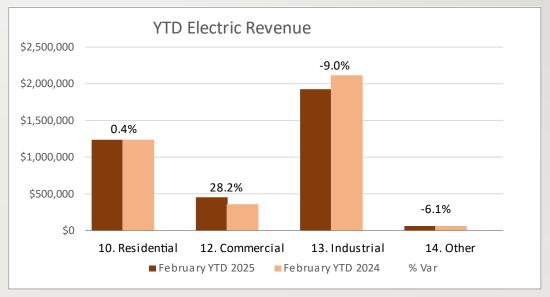
February 2025 Electric Sales



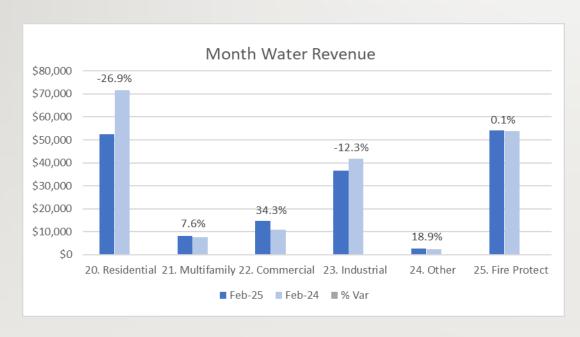


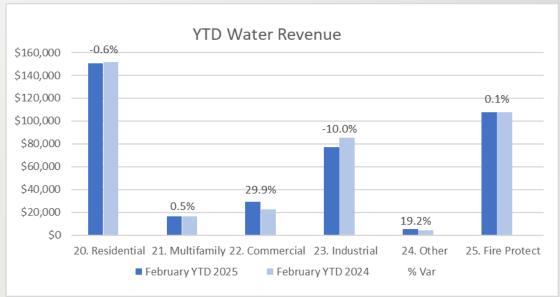
February 2025 Electric Revenue



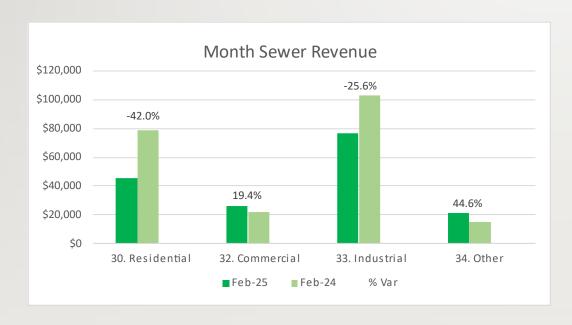


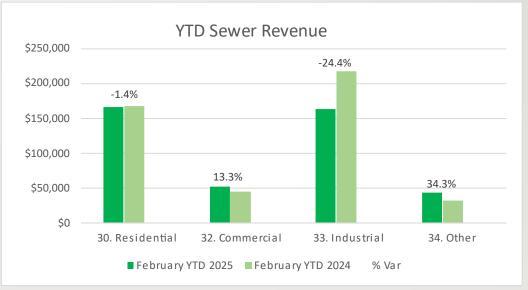
February 2025 Water Revenue

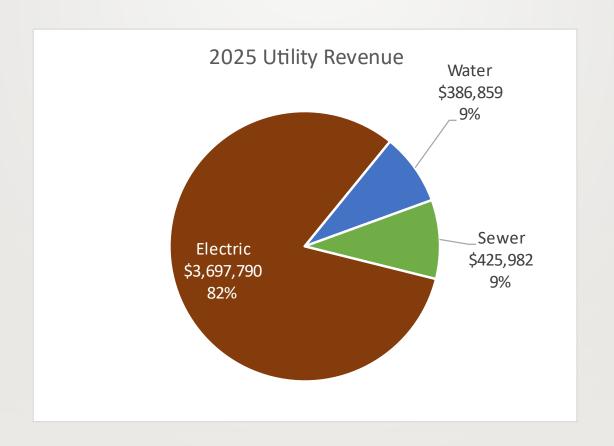




February 2025 Sewer Revenue







PLYMOUTH UTILITIES	Transaction Register - Daily by Reference Number Dates: 03/17/2025 - 03/17/2025							Mar	Page: 1 Mar 17, 2025 9:22AM		
Report Criteria:											
Selected types: Write Off											
Name	Customer Number	Туре	Reference Number	Description	Source ID	Check Number	Amount	Msg	Service		
Write Off											
03/17/2025											
ADAMSON, JADE	10.87.73040.06	Write	1	WRITE-OFF SDC			260.72-	М	Multiple		
BISSONNETTE, JOHN	6.87.01120.12	Write	2	WRITE-OFF IN-HOUSE			48.82-	М	Multiple		
HAFT, SARAH	6.88.32959.06	Write	3	WRITE-OFF SDC			368.22-	М	Multiple		
LENGLING, MYKAEL J	17.87.02388.21	Write	4	WRITE-OFF SDC			200.27-	М	Multiple		
LEWIS, WILLIAM	6.88.21950.22	Write	5	WRITE-OFF SDC			316.96-	М	Multiple		
MATTOX, NICOLE	17.88.16190.36	Write	6	WRITE-OFF SDC			188.17-	М	Multiple		
RODGERS, HEATHER	6.88.80171.18	Write	7	WRITE-OFF IN-HOUSE			45.49-	M	Multiple		
RODRIGUEZ, CONSTANC	17.87.19695.10	Write	8	WRITE-OFF SDC		-	293.18-	М	Multiple		
Total 03/17/2025:						=	1,721.83-				
Total Write Off:						_	1,721.83-				
Grand Totals:						=	1,721.83-				



Application for Event

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

	•
Applicant Name Ply mouth Advancement	ASSOC. Phone Number 920 - 627 - 0252
Address 535 Krunrey St Are you a 501 (C-3) non-profit organization? No P(Y)	City Plymouth Zip 53073
Are you a 501 (C-3) non-profit organization? \(\square\) No	les Tax Exempt #
	37~1778700
I have included my organization's proof of insurance with the	his form.
☐ I am exempt from requiring proof of insurance because	
	(Clerk/Treas. Initials)
Lee bentine	Homo Phone 920 627-0252
Authorized Agent Lee bentine	Bus. Phone
Address 535 Krymrey St Point of contact at Event (if different than Agent)	City Plymouth Zip 53073
Point of contact at Event (if different than Agent)	
Type of Event: (Check all appropriate blocks) Public	☐ Private
	☐ Parade/Street Closing (map required)
☐ Athletic Activity (tournament, sports event) ☐ Block Party	☐ Runs/Walks (map required)
Financial Gain Event (map required)	 Business/Organization Event
☑ Community/Park Event	Other
Event Date(s): Saturday, Sep. 27 St. Name of Activity Fallooza Fall Festival Pr	art/End Time: 4:30a,m - 10:00 pm
Event Date(s):	urpose: Fundmiser for mental health
Name of Activity Fallows Fall Carlotte	inpose. F 4. All A
Assembly Area NA D	o, of Parade Units: N/A
Estimated Attendance 800 N	o, of Parade Units:
Location of Block Party W/A (Block off - street from - street to)	
Check all appropriate boxes:	Yes No
Yes No	☐ ☑ Fireworks
☐ ☐ Admission/Entry Fee ☐ ☐ Financial Gain Activity	Amusement Rides
☐ ☑ Financial Gain Activity ☑ ☐ Concession Sales	Setting Up Tents
☑ Vendor Displays/Sale	Amplification Equipment
Electricity Needed	Musical Bands
Portable Toilets	☐ Morses/Animals
Street Closure	☐ ☑ Snowmobiles/ATV's
Barricades Needed ()	Beer Sales* *Requires Special Permit
Quantity	- · · · · · · · · · · · · · · · · · · ·
The applicant named on this application will be responsible for the conduct of the special event an subject anyone to discrimination because of race, color, creed, national origin, handicap or religion. The applicant individually, or the authorized agent on behalf of applicant, being of sound mind and hold harmless, the City of Plymouth and each and every of its elected, and appointed officials, emp and all claims, causes of action, actions, liabilities, demand, losses, damages, and/or expenses of vitime, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any kind and nature, direct or indirect, of mine own and those of or by the City of Plymouth and each and where, occurring or arising from this event. The public event applicant shall submit a general liability insurance policy certificate in the amour applicant for this public event must be 18 years of age. Any misrepresentation of public events despected the contraction of the contraction of public events despected the contraction of	d body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and ployees, representatives, agents, heirs, and assigns, jointly and severally for and against any whatsoever kind and nature including counsel or altorney's fees, which I have or may, at any y and all intentional and negligent acts, incidents, activities, and transactions, of whatever and every of it's elected and appointed officials, employees, and agents, regardless of when

Signature

06/18

(Must be Applicant or Duly Authorized Agent)



City of Plymouth Parks & Youth Center Rental Agreement

These facilities are rented on a First Come – First Serve basis.

Rental of Park Facilities for the current year will begin on the first Monday in February of that year.

Rental of Park Facilities for the current year will begin on the	*
Application Date 2 25 2025 Date of Rental 9 2 Park City Facility ALL Purpose of Rental Fallooza Fall Festival and Mus	1 2025
C'T. Facility ALL	
Park CITY Taching	ic Fundraises
Purpose of Rental Fallooza Fall Festival and Flos	18:0000
Approximate # of people attending 800 Time Rented From: 6	30 d. M 10: 10: 10: 00 101 1
ENTRY INTO THE RENTED FACILITY GRANTED ON THE DAY	(S) OF RENTAL ONLY.
Applicant Name/Responsible Party Lee bentine PLYmout Address 535 Krumrey St City City On the Day City City	h Advancement ASSOC
536 Voumrey StCity	Plymouth
Address <u>535 R70Mrey</u> S7 Home Phone # <u>920 627 - 0252</u> Work Phone #	
Homo Unone # / A C C .	
Email <u>Lee gentine à wirr, com</u>	Carlling
You must have the entire rental tee at the time this application is made	to reserve the facility.
the descriptions within one week of	the application date.
Refunds will only be considered for cancellations within order of Plymore You must be at least 18 years of age to rent the City of Plymore	outh facilities.
FEE SCALE FOR YO	OUTH CENTER:
FEE SCHEDULE FOR PARK FACILITIES: \$60.00 for City Residents Over 5 Hour Rental	\$70.00 for City Residents
case on for non-City Residents	\$140 for non-City Residents
6120 00 for City -based Organization Over 5 Hour Rent	al - \$280.00 for non-City Residents
cado on for non-City based Organization	
AFO OO Security [Deposit (50 people and under)
den on Security Deposit (50 people & under)	Deposit (51 people & over)
\$100.00 Security Deposit (51 people & over)	
ALL PARK FACILITIES ARE CLOSED BETWEEN 10:00 PM & 6:00 AM - YOUTH CENT	ER MUST BE VACATED BY 1:00 AW
ALL PARK FACILITIES ARE CLOSED BET WEET	
SECURITY DEPOSITS ARE DUE AT TIME OF KEY PIC	CK-UP
	(III)
Please pick up your key and pay \$ security deposit at the Clerk'	s Office by:
Please pick up your key and pay ?	
Time,	staff Initials:
Fee Amount Paid: Cash or check #: S	Mair military
FOR CONCERNS AFTER NORMAL CITY HALL HOURS – CONTACT THE PLYMOU	TH POLICE AT 020-803-6541

FOR CONCERNS AFTER NORMAL CITY HALL HOURS

Rev. 1/2025



March 8, 2025

Plymouth Common Council 128 Smith Street Plymouth, WI 53073

Subject: Fee Waiver Request for City Park September 26 & 27, 2025

Dear Honorable Common Council Members:

The Plymouth Advancement Association, a non-profit 501(c)(3) organization, is grateful for your support of the Fallooza Fall Festival the past three years. Together we have distributed close to \$300,000 to four local mental health and addiction recovery organizations. As we embark on our fourth festival, we are changing venues from Mill Street to City Park. We are respectfully requesting a fee waiver for all facilities at City Park on Friday, September 26 (for setup of 2-3 tents) and Saturday, September 27 for the day-long event. We strive to pass along as much of the revenue we generate to our beneficiaries. A fee waiver would allow us to save \$1,320 in expenses.

Fallooza provides a variety of activities for the entire community along with visitors - children through adults - music, entertainment, free crafts, food & beverage, shopping, and a bag toss tournament. More importantly, we share the space free to mental health organizations and other community organizations so they can showcase their resources.

We believe our track record of producing community events with no issues gives you the confidence that the fee waiver will be worthwhile. Our mission is to make Plymouth a thriving and exciting place full of amenities that everyone can experience.

Thank you for your consideration,

Lee M. Gentine President Plymouth Advancement Association



Form	
AB-1	01

Alcohol Beverage Appointment of Agent

Date	
20.22	

Agent Type (check one)						
☐ Original (no fee)	Successor (\$10 fee for r	municipal licen	sees only)			
		us, kas venus		ra nega especi		77257275
Part A: Business Informa		**			(** NA., NY 4 A (** ** 	70995
1. Legal Business Name (Individua						
Ultimate Mart, LLC	<u> </u>					
2. Business Trade Name or DBA Pick 'n Save #343						
3. Entity Type (check one)	Limited Liability Compar	ny 🗆	Corporation	□ No	nprofit Organizatio	n
4. Alcohol Beverage Business Auti	norization (check one)	5. If successo	r agent, provide Stal	te Permit or M	lunicipal Retail Licens	se Number
Municipal Retail Licen		2024 -	6			
Transfer of Curre	nt Agent	_ 0.00	2			
						4 . 4
Part B: Agent Information	14.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	2 Eiret Name			13	MI
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1. Last Name Kintzler 4. Emall ann, kintzler@round 6. Home Address N 1308 US Hu. 7. City COUNTIELS 11. Drivers License/State ID Numb K532-0537-979 Part.C: Agent Questions 1. Have you satisfied the resp Submit proof of completion. 2. Have you completed Form A	dys.com 151 151 33 - 05 onsible beverage server train	8. State	9. Zlp Code \$306 \$ 12. Drivers Lice \(\omega_{1} \in \cdots \columns{1}{\c	sin a) or	5. Phone (920) 948-5 10. Date of Birth 713/1979 State of Issuance	M 5957 5 □ No
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Part D: Business Attestation						
READ CAREFULLY BEFORE SIGNING: I, the corporation, nonprofit organization, or limited beverage activities on such premises. I certified on behalf of the entity, if I am appointing a sure I understand that I may be prosecuted for sure any person who knowingly provides materially if convicted.	d llability com fy that I am a locessor ager bmitting false	pany with full authority and col uthorized by the above-named nt, I rescind all previous agent a statements and affidavits in co	ntrol of the preentity to authority to authority to authority to authority the propertion with the properties of the properties authority to the properties of the	emises and orize this ind or this prem this applica	of all alcohol lividual to act ises. Further, tion, and that	
Last Name		First Name			M.I.	
Fedder		Ann			M	
Title	Email			Phone		
Vice President	ann.fed	der@roundys.com		(414) 2	231-6468	
Signature Peddy Rounds	VP.		3/5/2	025		
Part E: Agent Attestation						
READ CAREFULLY BEFORE SIGNING: I, the nonprofit organization, or limited liability components for the above-named busine and affidavits in connection with this application application may be required to forfelt not mor	pany and ass ess. I further lon, and that a	ume full responsibility for the or understand that I may be pros any person who knowingly prov	onduct of all a ecuted for su	lcohol bever bmitting fals	age activities e statements	
Last Name		First Name			M.I.	
Kintzler		Ann		200	I M	
Signature			Date 3/4/20	25		
F						

P23-00001

Form	
AB-100	

Alcohol Beverage Individual Questionnaire

AB-100			Indivi	dua	Q	uestio	nnaire			L.	
All Individuals Involv	ed in the alc	ohol beve	rage busines	ss mus	t con	nplete this	form, Inclu	ding:			•
 sole proprietor all partners of a p Your alcohol bevere 	artnership	£3	all officersmembers	s, direc	ctors, gent	and ager of a limite	it of a corpo	oration or not mpany			
								T QUESTIONNA	illes ale	8001111	
Part A: Busines					(+)::·.				44,176.14		North Contract
1. Legal Business Na Ultimate M			e proprietor)		-14.00						
2. Businese Trade Na Pick 'n Sa	19994199991999										
3. Entity Type (check											
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Part B: Individu	al Informat	ion		Fig. 11.71	: ; ;;	No. order No. order		[1427-148]	M.,	14.67	Kr - Willia
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Kintzler					Aı	on					M
4. Relationship to Bus	lness (Title)		5. Ema	11			*****		1	S. Phone	9
Agent			ann	.kin	tzl	er@rou	ndys.co	m	9	20)°	1418-595)
7. Home Address											
Mr1308 1	15 Hi	N 15	L					~~			
8. City					- 1	9. State	10. Zlp Co				of Birth
OchField						W1 -	530				11979
12. Drivers License/S			- 20				10.000 PM (2000 PM (2000)PM (2000 PM (2	Llcense/State	ID State	of Issua	ance-
K532-0	537-9	153-0	5				1 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	(Consi n	~ •		
Part C: Address	Hietonr		वृत्तरस्य		i, '.	Tana Ja	. 1.4.4.	111 1 1 ₁ 1 1 1 1 1 1	7. Y	.: ; .;;.	UN MARKET
1. Do you currently											NZPYes ☐ N
1. Do you currently	IIVO III VVISGO	/// //////////////////////////////////									
If yes, provide th	e month and	year whe	n you permar	nently i	move	d to Wisco	onsin				(MM/YYYY) 1979
2. List in chronolog	cal order all	of your ad	dresses with	in the I	ast 5	years. Att	ach additlor	al sheets if n	ecessar	y.	
Previous Address 1	NIA		-		Clty	•			State	Zip C	Code
Previous Address 2	1	2000			Clty		- W	24	State	Zlp C	Code
Previous Address 3	· · · · · · · · · · · · · · · · · · ·	•			City		***************************************		State	Žip C	Code
Previous Address 4					City			•	State	Zip (Code
Previous Address 5				`	City	,			State	Zlp (Code
3. List all states and	d countles vo	u have Ilv	ed in as an a	dult, A	ttach	additional	sheets if ne	cessary.	L	<u> </u>	
State County	· · · · · · · · · · · · · · · · · · ·	State	County	· · · · · · · · · · · · · · · · · · ·		State	County		State	Coun	nty
State County	luLac	State	County	*****		State	County		State	Cour	nty
	1 1 1 1 1 1										

Continued →

 Have you ever been convicted of any offense for violation of any federal, Wisconsin, or ano if yes to question 1, please list details of each 	ther state's laws or of any	county or municipal ordinances?	s) ∐ Yes ⊠ N
Law/Ordinance Violated	Location		Conviction Date
Penalty Imposed		Was sentence completed?	Yes N
Law/Ordinance Violated	Location		Conviction Date
Penally Imposed		Was sentence completed?	Yes N
Law/Ordinance Violated	Location		Conviction Date
Penalty Imposed		Was sentence completed?	Yes I
If yes to question 2, describe nature and stat sheets as needed.	tus of pending charges us	ing the space below, Attach addition	al
Part E: Attestation READ CAREFULLY BEFORE SIGNING: Under truthfully, I certify that I am not prohibited from beverage industry as a restricted investor. I under penalty of state law. I further understand with this application, and that any person who to forfelt not more than \$1,000 if convicted.	n participating in this busing nderstand that any license that I may be prosecuted f	ness due to any involvement in anoti e issued contrary to Wis. Stat. Chap for submitting false statements and al ially false Information on this applica	her tier of the alcoho iter 125 shall be vol ffidavits in connectlo ition may be require
L'una		3/4/202	15



Wisconsin Responsible Beverage Seller/Server Training

ANN KINTZLER

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL170542

Date of Completion: 12/16/2022

Kelly Bailey

Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc. 1101 Arrow Point Drive, Suite 302 Cedar Park, TX 78613

200				
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AB-220

Temporary Alcohol Beverage License

Municipality		
Plymouth,	WI	

License(s) Requested					Fees	
				License Fees	\$	10.00
✓ Temporary "Class B"	Wine	☐ Temporary Class	"B" Beer	Background Che	eck \$	
				Total Fees	\$	
Part A: Organization Informa	ation					
1. Organization Name						
Penny University Pla 2. Organization Permanent Address	ayers,	Inc.				
412 Moraine Drive						
3. City				4. State	5. Zip Co	de
Elkhart Lake				WI	5302	
6. Mailing Address (if different from pe	ermanent a	ddress)				
7. FEIN		8. Date of Organization/Inco	poration	9. State of Organiz	zation/Incor	poration
20 - 2515947		04/07/05		Wisconsir	1	
10. Phone		11. Email				
(920) 876-2550		theplayers@wi.	rr.com			
12. Organization type (check one)						
M Bona Fide Club □	Church		n/Agricultural Socie	450	an's Orga	
☐ Lodge/Society	Chambe	er of Commerce or similar	Civic or Trade Orga	anization under cl	1. 181, Wi	s. Stats.
13. Is this organization required to	hold a Wi	sconsin Seller's permit?		***********	[☐ Yes 🗾 No
14. Wisconsin Seller's Permit Number	(if applicab	le)				
Part B: Individual Information	n					
List the name, title, and phone nu (Form AB-100) for each person lis				zation. Include a	ı Individua	al Questionnaire
Corporations must also include Ale	cohol Bev	erage Appointment of Age	nt (Form AB-101).			
Last Name	First Na	me	Title		Phone	
Kiszely	Gayle		RA, Directo	or, Officer	(920)	876-2550
Cadman	Patri	ck	Director, C	fficer	(920)	946-5549
Beebe	RaeAn	n	Director, C	fficer	(920)	838-3272
Pannier	Kenne	th	Director, C	fficer	(920)	946-1325
						40

 $Continued \rightarrow$

Part C: Event Information						
Name of Event (if applicable)						
Penny University 2025						
2. Dates of Operation	Dates of Operation 3. Hours of Operation			eration		
April 3, 2025 April 5, 2025 7 p.m 11 p.m.			- 11 p.m.			
4. Premises Address						
New Life Community Church 23	23 East	ern Avenue				
5. City			6. State	7. Zip Code		
Plymouth			MI	53073		
1		cipality 🗹 City 🗌 Town	☐ Village	10. Aldermanic D	istrict	
	Plymout					
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Num		er of Event		
			theplayers@wi.rr.com			
13. Organizer Website		14. Event Website				
Premises Description - Describe the building of stored, or consumed, and related records are alcohol beverage activities and storage of recordiagram and additional sheets if necessary. Two common rooms within New Life	kept. Desc ords may o	ribe all rooms within the bui	ilding, includin	g living quarter	s. Authorized	
Part D: Attestation Who must sign this application?					-	
one officer or director of the nonprofit organiz	zation					
READ CAREFULLY BEFORE SIGNING: Unde truthfully. I agree that I am acting solely on beha seeking the license. Further, I agree that the righ to another individual or entity. I agree to operate from Wisconsin-permitted wholesalers. I understate the deemed a refusal to allow inspection. Such rethat any license issued contrary to Wis. Stat. Chabe prosecuted for submitting false statements an provides materially false information on this apple.	alf of the ap its and resp according and that lac efusal is a i apter 125 s d affidavits	plicant organization and no ponsibilities conferred by the to the law, including but no less of access to any portion or misdemeanor and grounds thall be void under penalty or in connection with this appli	t on behalf of a e license(s), if go of limited to, pu f a licensed pro- for revocation of state law. I fo cation, and tha	any other indivigranted, will no granted, will no urchasing alcoh emises during in of this license. urther understa at any person w	dual or entity t be assigned ol beverages nspection will I understand nd that I may who knowingly	
Last Name		First Name			M.I.	
Kiszely		Gayle			A	
Title	Email			Phone		
Off/icer and Director	thepl	ayers@wi.rr.com		(920) 8	76-2550	
Part E: For Clerk Use Only			Date	03/18/25	5	
Date Application Was Filed With Clerk 3 18 25		License Number	2			
Date License Granted		Date License Issued				
Signature of Clerk/Deputy Clerk			150			

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



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

DATE: March 20, 2025

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Agreement with Plymouth School District – TID#4 Early Distribution

Background: At the meeting on April 30, 2024, the Common Council approved Resolution No. 6-2024, authorizing the termination of TID#4. The remaining funds in TID#4 (excluding the affordable housing extension) would typically be distributed to the four taxing jurisdictions—City, School District, LTC, and County—following the final TID#4 audit. The final audit is expected to be completed in September 2025. The estimated monetary closeout distribution for each jurisdiction is as follows:

• City: \$578,000

School District: \$629,000

LTC: \$68,000County: \$425,000

The School District operates on an August 1 to July 31 budget schedule and has requested an advanced distribution of a portion of its funds before July 31, 2025, to support several summer projects before the start of the 2025-2026 budget year.

The attached agreement outlines that the City will provide a 90% distribution of the TID#4 funds due to the School District by July 31, 2025. A reconciliation will be completed following the final TID#4 audit, and the City will distribute or collect the final balance accordingly. Funds will be distributed from the TID#4 fund balance. This is not distributed from the TID#4 Housing Increment Fund.

Recommendation: Approve TID#4 Early Distribution Agreement.

TID #4 EARLY DISTRIBUTION AGREEMENT

THIS	TID #4 EARLY DIST	TRIBUTION AGREEMENT ("Agre	eement") i	s made an	d entered
into as of the	day of	, 2025, by and betwe	en the CI	TY OF PLY	MOUTH,
a municipal	corporation authoriz	ed and operated under the law	s of the	State of W	/isconsin,
maintaining	its principal offices at	t 128 Smith Street, Plymouth, Wi	isconsin :	53073 (" CI "	TY "), and
the PLYMOU	UTH JOINT SCHOOL	L DISTRICT, a municipal corpora	ation autho	orized and	operated
under the la	ws of the State of W	Visconsin, maintaining its princip	al offices	at 125 S.	Highland
Avenue, Plyr	mouth, Wisconsin 53	073 ("SCHOOL DISTRICT").			

WITNESSETH:

WHEREAS, the Common Council of the CITY, pursuant to Wis. Stats. §§ 62.12 and 66.0301(3), is authorized to manage and control all CITY finances and disbursement of funds; and

WHEREAS, in 2001, the City of Plymouth created Tax Incremental District (TID) #4 to promote development within the City, and TID #4 closed in 2024 with the final tax increment collected in 2025; and

WHEREAS, pursuant to Wis. Stat. §§ 66.1105(6) and (11), the CITY will apportion the positive tax increment of TID #4 to the other local governmental bodies having the power to levy taxes on property within the boundary of TID #4, which includes the SCHOOL DISTRICT; and

WHEREAS, the distribution of positive tax increment collected for TID #4 will be distributed to the other taxing jurisdictions in late 2025; and

WHEREAS, the **SCHOOL DISTRICT** has requested an early distribution of its portion by July 31, 2025, and the **CITY** wishes to accommodate the request.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY** and **SCHOOL DISTRICT** do hereby agree as follows:

1. <u>Distribution of Funds to School District</u>. On or before July 31, 2025, CITY will distribute to SCHOOL DISTRICT the amount of Five Hundred Sixty-Six Thousand One Hundred and 00/100 Dollars (\$566,100.00) (the "Early Distribution") representing ninety percent (90%) of SCHOOL DISTRICT's estimated apportioned share of the positive increment of TID #4. SCHOOL DISTRICT understands and agrees that SCHOOL DISTRICT's final distribution amount is subject to change based on the final audit of TID #4. Any additional amount exceeding the Early Distribution will be paid to SCHOOL DISTRICT in the ordinary course in 2025 following the final audit of TID #4. In the event SCHOOL DISTRICT's Early Distribution amount exceeds the final distribution, SCHOOL DISTRICT agrees to pay the difference between the Early Distribution and final distribution to CITY within thirty (30) days of the CITY's notice of the final distribution amount.

2. Other Terms.

- (a) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be altered or amended, except by agreement in writing, executed by the parties.
- (b) <u>Severability</u>. If any provisions, or portions thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (c) <u>Binding Effect</u>. This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder. Until this Agreement is terminated, all of the covenants, agreements, terms and conditions of this Agreement shall inure to the benefit of and be binding upon the **CITY** and the **SCHOOL DISTRICT**, its agents or affiliates, and their respective successors and assigns during the term of this Agreement.
- (d) <u>Waiver</u>. No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.
- (e) <u>Headings</u>. The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- (f) <u>Notices</u>. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid and addressed to the address set forth below:

If to **CITY**: City of Plymouth

Attention: Timothy Blakeslee, City Administrator

128 Smith Street, P.O. Box 107

Plymouth, WI 53073

Telephone: (920) 893-1271 Facsimile: (920) 893-0183

If to **SCHOOL DISTRICT**: Plymouth Joint School District

Attention: Superintendent 125 S. Highland Avenue Plymouth, WI 53073

Telephone: (920) 892-2661 Facsimile: (920) 892-6366

- (g) Change of Address. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.
- (h) <u>Governing Law; Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.
- (i) <u>Authority</u>. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.
- (j) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile signatures and scanned signatures sent by electronic mail ("e-mail") on this Agreement or any related documents shall have the same effect as original signatures. This Agreement and any documents related hereto shall be deemed fully executed upon signing by all Parties in any combination of original, facsimile and scanned signatures.

IN WITNESS WHEREOF, the undersigned have signed this TID #4 Early Distribution Agreement at Plymouth, Sheboygan County, Wisconsin, on the day and year indicated below each signature.

CITY:
CITY OF PLYMOUTH
By:
Date Signed:
By: ANNA VOIGT, Clerk
Date Signed:

SCHOOL DISTRICT: PLYMOUTH JOINT SCHOOL DISTRICT

By:
BOB TRAVIS, President
Date Signed:
By:
SALLY ISELY, Clerk
Date Signed:

[Signature Page to TID #4 Early Distribution Agreement by and between the CITY OF PLYMOUTH and the PLYMOUTH JOINT SCHOOL DISTRICT]

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



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

DATE: March 20, 2025

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Development Agreement with New Summits, LLC/SCEDC

Background: At the May 14, 2024, meeting, the Common Council directed staff to negotiate a development agreement with the Sheboygan County Economic Development Corporation (SCEDC) for Plymouth's Forward Fund project. The SCEDC has purchased the property south of Plymouth Furniture/St. Vinny's and plans to develop a single-family subdivision with 94 homes, estimated to add at least \$26 million in assessed value to Plymouth.

In November 2024, the Common Council directed the use of approximately \$2.0 million from the Housing Increment Fund (totaling about \$2.4 million) instead of a typical pay-go TID funding model to support the project. This approach allowed the SCEDC to apply for and receive a Wisconsin Housing and Economic Development Authority (WHEDA) loan through the state at a 1% interest rate. WHEDA does not allow funding from an active TID but permits funding from the Housing Increment Fund. The intent is for the Housing Increment Fund to be replenished by the new tax increment generated by the project within approximately eight to nine years.

Staff has finalized a development agreement with the SCEDC, included as Attachment 1. Attorney Fieber and City financial advisors Ehlers have reviewed the agreement on behalf of the City, and both are comfortable with the terms.

The agreement includes at least 90 single-family homes (with the current proposal at 94), with construction required to begin by June 30, 2026. The development is expected to generate \$26 million in new assessed valuation. Final plat approval must occur by May 31, 2026, and SCEDC must close on the WHEDA loan by July 15, 2025. SCEDC will receive a \$2.0 million payment from the Housing Increment Fund, split into \$1.6 million upon signing a contract with a home builder and \$400,000 upon the sale of ten homes. This is referred to as the Public-Private Partnership (PPP) Fee Payment. The Housing Increment Fund will be replenished by the increment generated from the project.SCEDC will make a payment in lieu of taxes beginning in 2031 if the development does not reach a valuation of \$26 million. This PILOT payment will end once the PPP Fee Payment from the Affordable Housing Fund is replenished.

SCEDC is required to keep \$1.375 million in an escrow account, decreasing as public infrastructure is completed. Standard development agreement terms apply, including engineering review and inspection services, stormwater management, sanitary sewer, and grading. Public infrastructure will be built to City specifications and conveyed to the City upon final completion, with deadlines for compliance with infrastructure requirements. The City will own and maintain the stormwater facility required to meet City standards.

The agreement is written between the City and New Summits, LLC, which is a wholly owned subsidiary of the SCEDC. The SCEDC then guarantees the performance of New Summits, LLC, as the developer under the agreement. Should WHEDA wish their loan to be directly with SCEDC, Staff and Attorney Fieber will make minor adjustments to the agreement to accommodate.

Recommendation: Approve Development Agreement as presented with New Summits, LLC/SCEDC

<u>DEVELOPMENT AGREEMENT FOR</u> <u>NEW SUMMITS, LLC</u>

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF PLYMOUTH, a municipal corporation, maintaining its principal offices at Wisconsin 53073 (hereinafter "CITY") and New Summits, LLC, a Wisconsin limited liability company, maintaining its principal office at 508 New York Ave Room 209, Sheboygan, Wisconsin 53081, (hereinafter "DEVELOPER").

RECITALS

WHEREAS, the **DEVELOPER**, a wholly owned subsidiary of the Sheboygan County Economic Development Corporation, wishes to develop a supply of affordable homes to encourage workers to maintain employment in Sheboygan County or to move to Sheboygan County for employment; and

WHEREAS, DEVELOPER, has acquired a parcel of land containing approximately 25 acres shown as Lot 1 and described on **Exhibit A**, attached hereto, located in the City of Plymouth, Sheboygan County, Wisconsin, and will subdivide the parcel to create approximately ninety (90) single family residential lots (the "Property"); and

WHEREAS, DEVELOPER will contract with home builders to construct homes to be owner-occupied by individuals whose annual household income is not more than 140 percent of the area median income; said construction will create approximately \$26,000,000.00 of new value on the Property (the "Development"); and

WHEREAS, the Property is located in the City of Plymouth's Tax Incremental District No. 7 ("TID 7"); and

WHEREAS, the DEVELOPER has applied for and received an Infrastructure Access Loan from the Wisconsin Housing and Economic Development Authority ("WHEDA") to fund a portion of the total Public Infrastructure required for the Development; and

WHEREAS, on September 26, 2023, the Common Council of the **CITY** adopted Resolution No. 14 pursuant to Wis. Stat. § 66.1105(6)(g), attached hereto and incorporated herein as **Exhibit B**, to extend the life of Tax Incremental District No. 4 to improve housing quality and affordability thereby creating the Affordable Housing Fund; and

WHEREAS, the **CITY** intends to support the Development through a Public Private Partnership ("PPP") payment with \$2,000,000 allocated from its Affordable Housing Fund; and

WHEREAS, DEVELOPER would not construct the Development but for the financial assistance being provided by the CITY from the Affordable Housing Fund and the WHEDA Infrastructure Access Loan as provided by this Agreement; and

WHEREAS, DEVELOPER will make capital improvements to the Property including public streets, sidewalks, public sanitary sewer and water supply system extensions, master site grading plan, stormwater management and conveyance facilities as necessary for the Development (the "Public Infrastructure"); and

WHEREAS, the **DEVELOPER** and its consultants will create development concepts and seek zoning and development approvals from the **CITY** before Development commences.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the **CITY** and the **DEVELOPER** agree as follows:

- **1.** Recitals Incorporated. The Recitals set forth above are incorporated herein and made an enforceable part of this Agreement.
- 2. Representations and Warranties of the CITY. The CITY represents and warrants that:
 - (a) The CITY is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
 - (b) The CITY will use the Affordable Housing Fund for payment of the PPP payment to **DEVELOPER**.
 - (c) The parties signing this Agreement for the CITY have been fully authorized to execute this Agreement on behalf of the CITY.
 - (d) The base value for the Property is Seven Thousand and NO/100 Dollars(\$7,000.00).
 - **(e)** The **CITY** makes no representations or warranties, either express or implied, as to the Property, its condition, or the soil conditions thereon, or that the Property is suitable for **DEVELOPER**'s intended purposes or needs.
 - **(f)** Any parkland created and dedicated to the **CITY** in the Development will be maintained by the **CITY**.
 - (g) Any stormwater retention pond created by **DEVELOPER** and accepted by **CITY** will be maintained by **CITY**.
- 3. Representations and Warranties of DEVELOPER. DEVELOPER represents and warrants that:
 - (a) It is a Wisconsin limited liability company, wholly owned by the Sheboygan County Economic Development Corporation, an exempt 501(c)(4) non-stock, not-for-profit corporation operated exclusively for the promotion of social welfare of the Sheboygan County community.
 - **(b)** It is manager-managed limited liability company under Wis. Stat. § 183.0407, and the manager is the President of the Sheboygan County Economic Development Corporation; the manager is fully vested with authority to sign this Agreement and bind **DEVELOPER** to its terms.
 - (c) The parties signing this Agreement for **DEVELOPER** have full power and authority to execute this Agreement on behalf of **DEVELOPER** and to bind **DEVELOPER**

to the covenants, terms and conditions contained in this Agreement.

- (d) **DEVELOPER** would not construct the Development but for the PPP payment being provided by the **CITY**.
- **(e) DEVELOPER's** receipt of PPP funds from the **CITY** are an allowable revenue source for **DEVELOPER** under the WHEDA Infrastructure Access Loan.
- **(f) DEVELOPER** will use the PPP funds for affordable housing in conformity with Resolution No. 14, attached hereto and incorporated herein as **EXHIBIT B**, and Wis. Stat. § 66.1105.
- (g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the covenants, terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the covenants, terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement, by-laws or instrument of whatever nature to which **DEVELOPER** is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- **4.** Conditions Precedent to CITY's Obligations. CITY's obligation to perform its obligations as contemplated herein shall require the satisfactory completion, in CITY's sole discretion, of each of the following conditions:
 - (a) All representations and warranties of **DEVELOPER** set forth in this Agreement are true, complete and correct.
 - **(b)** All covenants and obligations of **DEVELOPER** under this Agreement have been timely performed, observed and satisfied.
- 5. <u>Conditions Precedent to DEVELOPER's Obligations.</u> DEVELOPER's obligation to perform its obligations as contemplated herein shall require the satisfactory completion, in **DEVELOPER**'s sole discretion, of each of the following conditions:
 - (a) **DEVELOPER** shall have received preliminary plat and final plat approvals from the State of Wisconsin, County of Sheboygan and **CITY** for the Development not later than May 31, 2026.
 - **(b) DEVELOPER** shall have closed on a WHEDA Infrastructure Access Loan in the amount of at least \$2,000,000 with an interest rate of 1% not later than July 15, 2025.
- 6. Engineering Review and Inspection Services. The CITY shall retain Kapur ("City Engineer") for engineering design review for the Public Infrastructure for the Development including stormwater management plans and required stormwater management and conveyance facilities. In addition, the CITY shall retain the City Engineer for full time construction inspection services for the construction of the Public Infrastructure for the Development. The DEVELOPER shall reimburse the CITY for the City Engineer fees and costs incurred for the Property and the Development. DEVELOPER's payment and reimbursement to the CITY shall be due and payable within thirty (30) days from written demand or invoice by the CITY. The invoice shall include an itemized list or support for the engineering services and costs.
 - 7. Approval of City Engineer. DEVELOPER consents and approves Kapur as the

City Engineer for this Development and acknowledges that the design and construction of the Development and the Public Infrastructure are subject to the continued review and approval of the **CITY** and the City Engineer.

8. Public Infrastructure.

- (a) The **DEVELOPER**, in its discretion, may retain the City Engineer to design the Public Infrastructure required for the Development. In the alternative, the Developer may retain an independent engineer to design the Public Infrastructure for the Development. The Developer's engineer must be a Wisconsin registered professional engineer. In either case the Developer shall be responsible for all design engineering fees and costs incurred for the Development. Design engineering includes the development of construction plans and specification in sufficient detail to permit construction of the Public Infrastructure and to secure all state approvals and permits required for public sanitary sewer and water extensions, and stormwater management approvals.
- (b) The **DEVELOPER** shall, at its expense, construct public sanitary sewer and water supply system extensions required for the Development. All public sanitary sewer mains, water mains and storm sewers shall be located within dedicated public street rights-of-way or **CITY** approved easements. Sanitary sewer, water, and storm sewer laterals shall be installed at the time that the public mains are installed. All service laterals shall terminate at the property line for each Development lot. Upon the inspection, testing and approval of the sanitary sewer mains, water mains and storm sewers described herein by the **CITY**, the Public Infrastructure shall be deemed dedicated, granted, and conveyed to the **CITY** for public utility purposes.
- (c) The **DEVELOPER** shall, at its expense, construct public streets and sidewalks required for the Development. The finished streets will be 28 feet in width between the curbs with parking limited to one side of the street. The **DEVELOPER** will dedicate to the **CITY** a 60-foot right-of-way for the streets in the Development. The **DEVELOPER** shall install 5-foot-wide sidewalks, approximately 12-inches off the property line.
- (d) In the event the Public Infrastructure is not designed by the City Engineer, **DEVELOPER** shall provide three (3) sets or copies of the proposed Sanitary Sewer, Water and Storm Sewer Construction Plans and Master Site Grading Plans (the "Project Plans") for the Development to the **CITY** and the City Engineer for approval not less than ten (10) business days prior to commencement of construction, unless waived in writing by the **CITY**. The Project Plans shall be subject to the continued review, amendment, and approval of the **CITY**, the DPW, the Plumbing Inspector, and the City Engineer. The City Engineer as part of its inspection services shall create for the **CITY** three (3) sets of "asbuilt" Project Plans, one (1) digital copy in .pdf format of the installed sanitary sewer, water mains, storm sewer and related improvements, and a GIS ESRI map within sixty (60) days of substantial completion of the Public Infrastructure.
- **9.** Land Division and Platting Services. The Developer, in its discretion, may retain the City Engineer to provide land division and platting services to create the subdivision as required by state, county and City codes. In the alternative, the Developer may retain an independent engineer or surveyor to provide land division and platting services to create the subdivision as required by state, county and City codes. In either case the Developer shall be responsible for all fees and costs required to subdivide the Property.
 - 10. Sanitary Sewer User Fees and Compliance. DEVELOPER acknowledges and

agrees to comply with all rules, policies and ordinances, including but not limited to, any and all sanitary sewer user charges and fees of the **CITY** and all other applicable federal, state, or county rules, policies, ordinances and statutes, provided, however, that nothing in this paragraph shall obligate **DEVELOPER** to comply with public bidding requirements.

- 11. <u>Stormwater Management and Conveyance Facilities.</u> The **DEVELOPER** shall design and construct stormwater management facilities and a retention pond on the Property pursuant to standards established by the **CITY** (the "Stormwater Management Facilities"). The Stormwater Management Facilities for the Development are subject to the design review and design approval of the **CITY** and the City Engineer. Upon inspection showing that the design and construction meets **CITY** standards, in **CITY's** sole discretion, **DEVELOPER** shall convey to the **CITY** by warranty deed the portion of the Property used for Stormwater Management Facilities and shall grant an easement to the **CITY** over such portions of the Property as the City deems necessary for ingress and egress to the Stormwater Management Facilities.
- 12. <u>Master Site Grading Plan Compliance.</u> The **DEVELOPER** shall establish, subject to **CITY** and City Engineer approval, a master site grading plan for the Development. As required by paragraph 15(c) of this Agreement, the **DEVELOPER** shall grade the Property and the Development lots to within six inches (6") of the final grades required by the Project Plans. Developer will maintain positive drainage through and from the Development with no standing water allowed. Each lot shall be final graded to the requirement of the Project Plans as soon as practicable after home construction is completed, but in any event, not later than six (6) months after occupancy of the home.

13. Construction Covenants.

- (a) All new home construction on Development lots shall be substantially completed within one (1) year from the date of the issuance of the building permit. The **DEVELOPER** shall contract with home builders to commence home construction not later than June 30, 2026.
- (b) **DEVELOPER** shall file a survey for each home and Development lot with the **CITY** with each building permit application. The survey must show that the proposed elevation (top of home foundation) shall be in compliance with the elevations required by the Master Site Grading Plan. Slight variances or adjustments that will not negatively impact the positive drainage of storm water may be approved by the City Engineer at the **DEVELOPER**'s cost. **DEVELOPER** shall file an "as-built" survey with the **CITY** on or before occupancy of any home, but in any event, not later than twelve (12) months from the completion of home construction that confirms that the improved lot is in compliance with the Master Site Grading Plan. Any variance or adjustment that does not negatively impact the positive draining of storm water from or within the Development must be approved by the City Engineer at contractor's expense.
- 14. <u>Power Extension.</u> **DEVELOPER** shall be responsible, at its expense, for the power extension within the Development, including J-Boxes and transformers. The **DEVELOPER** will, at its expense, install street lights in the Development. The **CITY** through its electric utility provides **DEVELOPER** with a cost estimate for the extension of power within the Development as provided by **Exhibit C** as attached and incorporated herein by reference. **DEVELOPER** shall pay the **CITY** one hundred percent (100%) of the cost estimate no later than two (2) weeks after **DEVELOPER** signs the contract with the selected home builder for construction of entry level homes. For each meter activated within five (5) years of installation **DEVELOPER** will receive a reimbursement of \$1,028 per meter.

- 15. <u>Determination of Specifications and Completion Dates.</u> The specifications and all other construction requirements for the Public Infrastructure for the Development shall be determined solely and exclusively by the CITY and the City Engineer. Unless another date is designated by this Agreement or otherwise mutually agreed upon by the parties hereto, the Public Infrastructure is to be installed by the **DEVELOPER** and shall be fully operational as follows:
 - (a) Public sanitary sewer, water, and storm sewer mains prior to issuance the building permit for construction of the first home within the Development; and
 - **(b)** Public streets to be completed, with an asphalt binder course not later than the date by which occupancy permits have been issued for four (4) homes within the Development, and final asphalt course not later than October 31, 2030; and
 - **(c)** Rough grade all Development lots to within six inches (6") of final Master Site Grading Plan requirements before issuance of the building permit for construction of the first home within the Development; and
 - (d) **DEVELOPER** shall subdivide the Property and create Development lots by plat. The final subdivision plat for the Development shall be recorded in the Register of Deeds Office for Sheboygan County as soon as practicable but not later than May 31, 2026. Pursuant to Wis. Stat. § 236.29, subject to this Agreement, approval and recording of the final plat constitutes the conveyance and acceptance of all lands shown on the plat as dedicated to the public including streets and easement dedications.
 - **(e)** In the event **DEVELOPER** terminates the Development after this Agreement has been fully executed and for any reason other than provided in section 5, above then **DEVELOPER** shall reimburse the **CITY** for all legal fees, engineering fees, and other expenses incurred by the **CITY** for the Development within thirty (30) days of demand.
- 16. <u>Declaration of Covenants, Conditions and Restrictions Required.</u> Prior to the conveyance of any Development lots or leasehold interest in any Development lots, **DEVELOPER** shall create and record in the Register of Deeds Office for Sheboygan County a Declaration of Covenants, Conditions and Restrictions for the Development (the "Covenants and Restrictions") The final Covenants and Restrictions shall be submitted by the **DEVELOPER** to **CITY** for approval.
- 17. <u>DEVELOPER Security.</u> Within six (6) months of the full execution of this Agreement, **DEVELOPER** shall deliver, or cause to be delivered, to **CITY** as follows:
 - (a) **DEVELOPER** shall provide to **CITY** the loan closing documents showing receipt of the WHEDA Infrastructure Access Loan.
 - **(b)** A letter from a financial institution documenting their interest in providing financing for the construction of single-family homes on the development site.
 - **(c) CITY** PPP Payments will be withheld until acceptable documentation from lenders and signed contracts are provided to the **CITY** for construction of the Development.
 - (d) **DEVELOPER** shall deposit funds in an amount of no less than \$1,375,000 in an FDIC insured interest bearing account at a financial institution selected by

- **DEVELOPER** (the "Escrow Account"). **DEVELOPER** will provide to **CITY** proof of deposit of funds into the Escrow Account. **DEVELOPER** agrees that such funds shall remain in the Escrow Account until such time as the Public Infrastructure has been constructed, inspected, and accepted by **CITY** or in such drawdown amounts, as approved in writing by the City Administrator/Utilities Manager, to correspond with the percentage completion of the Public Infrastructure.
- 18. Public Private Partnership Fee Payments (PPP). The CITY shall pay DEVELOPER, as an inducement to develop the Property, a Public Private Partnership (PPP) payment from the Affordable Housing Fund which will support the Development. The PPP payments will be paid for construction of speculative entry level homes to increase CITY housing inventory and support home ownership within the CITY in the amount of Two Million and NO/100 Dollars (\$2,000,000) as follows:
 - (a) \$1,600,000 upon signing of the contract with selected home builder for construction of entry level homes, and
 - **(b)** \$400,000 upon submission of documentation to the **CITY** of a minimum of ten (10) homes being sold to first time home buyers or to residents moving into the **CITY**.
- Payments In Lieu of Taxes ("PILOT Payments") Required. DEVELOPER shall construct taxable real property improvements on the Property with a total assessed value of at least Twenty-Six Million and NO/100 Dollars (\$26,000,000.00) (the "Required Value") on or before December 31, 2030. If **DEVELOPER** fails to construct the Required Value, **DEVELOPER** shall pay PILOT Payments to CITY in an amount equal to the shortfall in tax revenue that would have been generated had **DEVELOPER** met the Required Value provision (the "Deficiency Payment"). The Deficiency Payment shall be due for any year during the existence of TID No. 7 for which the State of Wisconsin Department of Revenue determines that the Development did not meet or exceed the Required Value on January 1 of that year and the Deficiency Payment shall be due on or before October 31, 2031, and each October 31st thereafter until the assessed value of the Property exceeds the Required Value. For illustration purposes only, total assessed value of \$26 million created in 2031 will generate sufficient tax increment to repay the TID No. 4 Housing Fund's PPP payments made to **DEVELOPER** pursuant to Section 18 of this Agreement, as shown on the attached Exhibit D. Notwithstanding the above, DEVELOPER's obligation to pay the Deficiency Payment shall terminate when the total increment generated by the Development equals the amount of PPP payments made by the CITY as set forth in Paragraph 18 above.
- **20.** Property and Development Shall Be Taxable. DEVELOPER, as an inducement to CITY to proceed with the Development and to provide PPP payments, hereby represents and agrees, for itself, its successors and assigns, as follows:
 - (a) That the Development and the Property will be fully taxable pursuant to Wisconsin Property Tax Laws. **DEVELOPER** further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Development and the Property under Wisconsin Property Tax Laws.
 - **(b)** Notwithstanding section 20(a), above, in the event that the Development, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under Wisconsin Tax Laws, **DEVELOPER**, for itself, its successors and assigns, agrees to make annual payments in lieu of taxes ("PILOT Payments") to **CITY** in the amounts and within the time periods that would otherwise be

required if the Development and the Property were fully taxable under Wisconsin Property Tax Laws, in recognition of the valuable governmental services and benefits available and/or provided to the Development and the Property by the **CITY**.

- **21.** Authority and Approvals. The DEVELOPER shall be responsible for obtaining all state, county, and CITY approvals required for this Development.
- Performance of DEVELOPER Obligations. In the event DEVELOPER defaults on the payment or performance of any obligation required by this Agreement as set forth in Paragraph 27 hereafter, then the CITY may retain and apply any Development PPP payments that the CITY owes to DEVELOPER pursuant to Section 18 above, as security for the payment or performance of DEVELOPER's obligations required by this Agreement. Any Development PPP payments applied to DEVELOPER's obligation will be subtracted from the total Development PPP payment due DEVELOPER.
- **23.** Other Utilities. The DEVELOPER, at its expense, shall be responsible for the installation and construction of all other utilities required for the Development, such as natural gas, electric, telephone, internet, cable and communication services.
- **24.** General Indemnification Agreement. DEVELOPER shall defend, indemnify, and hold harmless the CITY, its elected and appointed officers, employees, agents, staff, and attorneys from and against all claims, actions, suits, judgments, liabilities, loss, and expenses, including reasonable attorney's fees and litigation costs, arising out of damages or injuries to persons or property to the extent they are caused by a negligent or intentional act, error, or omission, misconduct, or other fault of the **DEVELOPER**, or its agents, contractors, subcontractors, or employees in the performance of its obligations under this Agreement or arising directly or indirectly from this Agreement. This agreement of indemnification shall survive termination of this Agreement for a period of two (2) years.
- **25.** <u>Insurance Required.</u> **DEVELOPER** shall maintain, or require its contractors to maintain, during the course of construction of the Development, for the protection of the **CITY** and **DEVELOPER**, at least the following minimum insurance coverage:
 - (a) worker's compensation; as required by Wisconsin law; and
 - **(b)** commercial general liability; \$1,000,000 per occurrence; \$2,000,000 aggregate; and
 - (c) commercial automobile liability; \$1,000,000 per accident; and
 - **(d)** Excess or umbrella liability; \$5,000,000 per occurrence, \$5,000,000 aggregate.

The required insurance policies shall include, to the extent available, provisions preventing their cancellation without thirty (30) days prior written notice to the CITY, which shall be named as an additional insured. **DEVELOPER** shall provide to the CITY, at or before the commencement of construction, certificates of insurance evidencing at least the minimum insurance requirements set forth above. **DEVELOPER** shall be solely responsible for carrying any other insurance it deems necessary to protect its interests for this Development.

26. <u>No Agency Relationship Created.</u> DEVELOPER is not an agent of the CITY and does not possess any actual or implied authority to act for or on behalf of the CITY, with respect

to the Property and the Development or any other matter. **DEVELOPER** shall not be an additional insured under the **CITY**'s insurance policy. The **CITY** shall not have any obligation to indemnify or defend **DEVELOPER** related to any liability attributable to **DEVELOPER** or any matter arising out of, directly or indirectly, this Agreement.

- **<u>Default.</u>** In the event **DEVELOPER** defaults on any payment or the performance 27. of any obligation required by this Agreement, and such default continues for more than a period of sixty (60) days after written notice from the CITY, then the CITY shall, in addition to any other remedies provided for at law or equity, be authorized to impose special charges against the Property pursuant to Wis. Stat. § 66.0627 or to exercise its police powers to levy special assessments against the Property pursuant to Wis. Stat. § 66.0703 for any and all reasonable and necessary costs and expenses incurred by the CITY to cure DEVELOPER's default under this Agreement. All **DEVELOPER** payments required by this Agreement shall be due and payable in full on the dates indicated herein, or within thirty (30) days from written demand by the CITY. Any sum or sums not received by the CITY on the dates indicated herein, or within thirty (30) days of written demand shall be charged interest at the rate of 1.5% per month (18% per annum) for any month or portion of any month that said sum remains unpaid. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other party. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be entitled to recover punitive or consequential damages resulting from any breach or default by the other party under this Agreement.
- **Zerm.** The term of this Agreement shall commence upon the full execution of this Agreement and shall continue in full force and effect until **DEVELOPER** has paid and completed construction of the Development and satisfied all obligations required of it by this Agreement. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity that this Agreement shall continue in effect throughout its term. The **CITY** and the **DEVELOPER** agree that upon the **DEVELOPER**'s request after satisfaction of **DEVELOPER**'s obligations herein, the parties shall promptly execute a recordable document terminating this Agreement.

29. Other Terms.

- (a) Entire Agreement. This Agreement and the ancillary documents contemplated herein constitute the entire agreement between the parties hereto. This Agreement shall not be altered or amended, except by agreement in writing, executed by the parties hereto.
- **(b) Severability.** If any provisions, or portions thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- **(c) Binding Effect.** This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder. Until this Agreement is terminated, all of the covenants, agreements, terms

and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the **CITY** and the **DEVELOPER**, its agents or affiliates, and their respective successors and assigns during the term of this Agreement.

- **(d) Survival.** All of the terms, conditions, and provisions of this Agreement that are intended to survive termination of this Agreement, including but not limited to, all indemnification provisions, shall survive the termination of this Agreement for a period of one year.
- **(e) Time is of Essence.** The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.
- **(f) Waiver.** No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.
- **(g) Force Majeure.** The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, public health emergencies, or any cause whatsoever beyond the control of the parties.
- **(h) Headings.** The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- (i) Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid and addressed to the address set forth below:

If to **CITY**: City of Plymouth

Attn: City Administrator

128 Smith St.

Plymouth, WI 53073

With a copy to: City Attorney Crystal Fieber

HOPP NEUMANN HUMKE LLP

2124 Kohler Memorial Drive, Suite 310

Sheboygan, WI 53081

If to **DEVELOPER**: New Summits, LLC

c/o Sheboygan Economic
Development Corporation
Attn: Executive Director

508 New York Ave. Room 209

- (j) Change of Address. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.
- **(k) Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.
- (I) Covenants Running with the Land. All of the terms and conditions set forth herein are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective heirs, successors and/or assigns. CITY is authorized to record this Development Agreement or a Memorandum of Agreement in the Sheboygan County Register of Deeds Office.
- (m) Immunity. Nothing contained in this Agreement constitutes a waiver of the CITY's sovereign or governmental immunities under applicable law.
- (n) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- **(o) CITY Authorization.** The Mayor and Clerk are hereby authorized, on behalf of the **CITY**, to execute all documents convenient or necessary to carry out the terms of this Agreement and effect the transaction described herein.
- **(p) Authority.** The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.
- (q) Consents. The parties agree that whenever the consent or approval of a party is required hereunder, that such consent or approval shall not be unreasonably withheld, delayed or encumbered. With respect to consents or approvals by or from the **DEVELOPER**, the Manager shall be the authorized person to grant such consents or approvals on behalf of **DEVELOPER**. With respect to consents or approvals by or from the **CITY**, the Mayor or City Administrator, shall be the authorized persons to grant such consents or approvals on behalf of the **CITY**.
- **(r) Mutual Drafting.** This Agreement is the result of negotiated agreement by the parties, and prior to the execution of this Agreement; each party had sufficient opportunity to have review of the document by legal counsel. Nothing in the Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or any attachments hereto.

IN WITNESS WHEREOF, the **CITY** and the **DEVELOPER** have executed this Agreement as of the year and date indicated below.

CITY:

CITY OF PLYMOUTH

Dated:	, 2025.	By:	
		, <u> </u>	Donald O. Pohlman, Mayor
Dated:	, 2025.	Ву:	Anna Voigt, City Clerk
			Anna Voigt, City Clerk
AUTHENTICATION			
Signatures of Donald O. Pohlr Voigt authenticated this, 2025.			
Crystal Fieber			_
Title: Member State Bar of W	ISCONSIN		

(The remainder of this page intentionally blank; Developer's signature page to follow.)

State Bar No. 1061351

		DEVELOPER:
		NEW SUMMITS, LLC, by its sole member,
		SHEBOYGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION, INC
Dated:	, 2025.	By: Don C. Hammond, Chairperson
STATE OF WISCONSIN)	
SHEBOYGAN COUNTY)ss)	
Personally came be Hammond, to me know to be acknowledged the same.	fore me thisday one the persons who exe	of, 2025, Don C. ecuted the foregoing instrument and
SHEBOYGAN COU	NTY ECONOMIC DEV APPROVAL AND (ELOPMENT CORPORATION, INC.
	ween the City of Plymo	ment Corporation, Inc. hereby approves the buth and New Summits, LLC and further guarantees er under the Agreement.
		SHEBOYGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION, INC
Dated:	, 2025.	By: Don C. Hammond, Chairperson

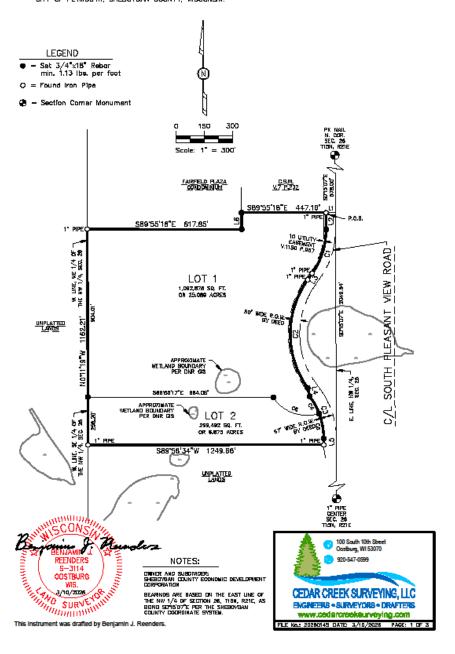
EXHIBIT A

Legal Description of Property

(Lot 1 legal description to be inserted after recording of Certified Survey Map)

CERTIFIED SURVEY MAP

PART OF THE NE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 25, TISN, R21E, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.



DRAFT DEVELOPMENT PLAN

(Southern Development - Apartments are not part of the SCEDC Development)

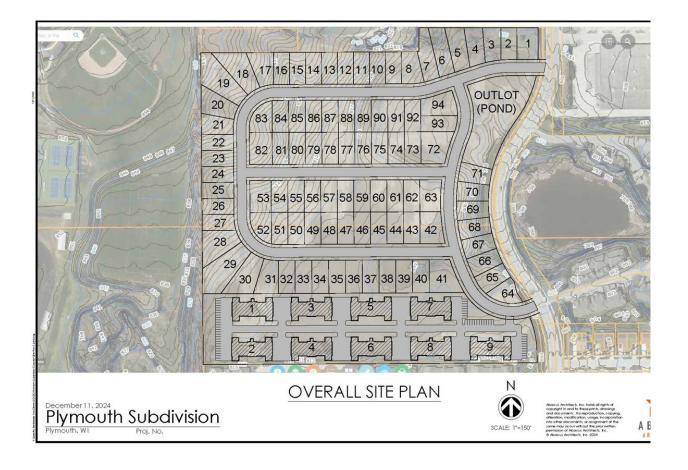


EXHIBIT B

Resolution No. 14 Establishing TID #4 Affordable Housing Fund

Tax Incremental District (TID) Affordable H	ousing Extension Resolution
City of Plymouth TID 4	Resolution 14
WHEREAS, the City of Plymouth created T successfully completed implementation of the project plan and collected in 2024 from the 2023 tax roll to pay off its aggregation of the project plan and collected in 2024 from the 2023 tax roll to pay off its aggregation.	sufficient increment was collected or will be
WHEREAS, state law requires termination of a TID after all profes.1105(6)(g), Wis. Stats.), does allow extension of a TID up to to improve the <u>City</u> 's housing stock; and	
WHEREAS, at least 75 percent of the final increment must be no portion used to improve housing stock; and	efit affordable housing with the remaining
THEREFORE BE IT RESOLVED, that the <u>City</u> of <u>P</u> 4 for <u>12</u> months from the date of this resolution to us in <u>2025</u> from the <u>2024</u> tax roll to benefit affordable housing	se the final year's increment collected
BE IT FURTHER RESOLVED, the <u>City</u> of <u>Plymouth</u> housing quality and affordability by (describe specifically how fulloan program and/or grant funding program to encourage housing quality and effectively because in the City of Plymouth	Inds will be used): Development of a revolving Ity improvements and/or the development of
additional affordable housing in the City of Plymouth. BE IT FURTHER RESOLVED, the City of Plymout by 04 - 01 - 2024; and	; and
BE IT FURTHER RESOLVED, that the <u>City</u> of <u>Ply</u> Department of Revenue by providing a copy of this resolution.	mouth Clerk shall notify the Wisconsin
Adopted this 26 day of September , 2023	
Resolution introduced and adoption moved by alderperson	(Same)
Motion for adoption seconded by alderperson	Greg Hildebrand
On roll call motion passed by a vote of 7/(reverber) ayes to 0/(reverber) nay	TTEST:
Mayor/Head of Government Signature Cle	erk Signature
PE-620 (R. 11-22)	Weconsin Department of Revenue

EXHIBIT C

Letter from Plymouth Utilities



OPERATIONS CENTER: 900 CTH PP - P.O. BOX 277 ◆ PLYMOUTH, WI S3073-0277
PHONE: 920-893-1471 ◆ FAX: 920-892-2760 ◆ www.PlymouthUtilities.com

3/20/2025

RE: Cost for the SCEDC development

Dear Customer:

The proposed cost for electric installation for the SCEDC development is \$350,000. This price is based on the installation and termination of approximately 14,000' of primary and secondary cables, 15 transformers, 4 junction boxes, 20 secondary pedestals and 24 street lights.

Several unknowns could affect this cost:

- 1. Problems installing underground cable, such as frost, rocks, water, etc.
- If a clear route cannot be found without tree or rock problems the cost of clearing will be yours.

We will need the following from the owner:

- 1. Proposal letter signed and returned with full payment
- 2. Grade letter signed and returned.
- Locate any private facilities, we are not responsible for any unmarked private facilities including drain tile.

Please be aware this is a proposal. When the job is completed and we have an actual cost, you will be refunded any excess or billed for any additional.

Any questions please call 893-1471.

Sincerely,

Ryan T. Roehrborn

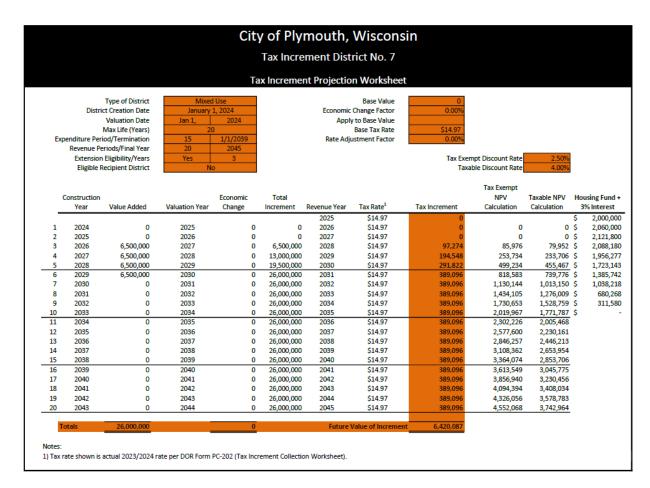
Electrical Operations Manager

Customer Signature

Date

EXHIBIT D

Tax Increment Projection (Illustrative Purposes Only)



SCEDC Calculation 3.19.25 Prepared 3/19/2025



Matthew T. Starker



Phone 92C-893-6541 Fax 920-892-6143 Web www.plymouthgov.com

128 Smith Street P.O. Box 218 Plymouth, WI 53073

DATE:

March 12, 2025

TO:

Plymouth Common Council

FROM:

Matthew Starker, Deputy Chief of Police

RE:

Warning system

Common Council

The city of Plymouth currently has two types of sirens which operate the warning system. The warning system on top of City Hall is a T-121 AC/DC siren. This type of siren has a coverage area of approximately ³/₄ of a mile. The 4 remaining sirens are T-128 DC sirens, theses sirens have a coverage of 1-1.5 miles. With all sirens, the coverage depends on the terrain of the land. The difference in the 2 models is that the T-121 AC/DC has a battery backup system whereas the remaining four sites only operates on a battery. Obviously, if the battery is low or dead the siren will not function. Battery replacement is recommended every 2 years, with a cost of \$600 for a set of 4.

Life expectancy for a siren will depend upon the level of maintenance given to the siren itself. With routine maintenance sirens can last up to 30-40 years. ASC Company offer maintenance contracts from 1-3 years in length. The maintenance includes greasing the siren head so it rotates properly, maintaining the batteries, fuses and wires. A check of the system is also conducted when finished to assure reliable function. Current cost of a maintenance check up is \$300 per site and most municipalities schedule one visit per year. Currently, Plymouth doesn't have a maintenance contract with ASC, and they are only contacted when repairs are needed.

The warning siren located on Sunset Rd has been inoperable since 2017. The cost from ASC to get the siren operating this year would be \$23,717.00. We recommend that the siren be rebuild to provided appropriate warning to the citizens of Plymouth during severe and possibly life-threatening weather.

Attached you will find 2 quotes from local warning system companies. Currently the city uses ASC Mass Notification Solutions. They were able to break down their quotes and that is attached to the price list.

Sincerely, Matthew T. Starker Deputy Chief of Police Plymouth Police Department 920-893-6541

mstarker@wiplymouthpd.com

Plymouth Notes

The city of Plymouth accepted their current siren system on August 22nd, 1996. The current sirens have been in place since that time, and are nearing a 30 year timespan since initial installation of the system.

Typically, ASC Sirens have a lifespan of 30-40 years with proper maintenance and can sometimes be longer as well.

Notes pertaining to the quote #250301JR

Lines 1-10 of the quote include the following:

New siren head (T121 omni-directional replacement at city hall) along with a DC control, new RTU, ECC (encrypted comm's cards upgrades) as well as upgraded sensor capabilities. We would re-use the current radios in the system to save the city money on costing. We would provide a new antenna and lightning arrestor for this siren as well to ensure proper radio propagation. This would include new batteries which are on line 10 as well.

Line 13-22 of the quote includes the following:

New siren heads at other four locations (T-128 rotational sirens) along with new DC controls (battery primary with AC Charging like the city has in place now) along with new RTU and ECC (encrypted comm's card updates) and upgraded sensor capabilities that will fall in line with monitoring in the future for the system.

Lines 24-33 of the system includes the following:

All the items listed above for lines 13-22 along with a radio interface cable at the new siren location, new radio, as well as a pole mount for the siren to be mounted on. 6th location if needed.

Lines 35-42 include head end activation equipment upgrades:

These items include a new CSC960 encoder that will have ten programmable push buttons for activation but will include an upgraded ECC card enclosed for the security and encryption of the system. We will re-use the radio and interface of the existing, and replace the antenna and lightning protection. Lines 40 and 41 include the software and new server (the city can choose to have this desktop server, rack mounted, or in a Virtual environment) along with the software to monitor and see the system in real time if issues arise etc. There

is an optional add-on for auto activation when NWS releases a tornado warning, or other pre-configured warnings for the city, or even the county. This can be done through polygonal activation if so chosen, and allows for one, or all sirens to be activated when any of the sirens are within the polygon area.

Line 44 of the quote is for removal and install of the 1 T-121 site and 4 T-128 sites currently existing:

This will include the removal of all siren components currently on the poles and roof, and replacing it all with the new equipment. These do not include new poles, or mounts for the new sirens. If required, we can supply additional pricing for these things.

Line 45 of the quote is for the new siren installation:

This includes full installation including the digging of the hole, standing of the new pole, the new pole itself, and full installation and startup of the new siren at it's location. This pricing includes the new radio, as well as installation of batteries etc.

Line 46 of the quote is for the new head-end equipment installation:

This includes the replacement of the existing CSC960 as well as installation and start-up of the NEXGen software system.

I am happy to assist with any additional questions you may have.

Justin Raff

Regional Sales Manager

American Signal Corporation

262.212.6531 c



8600 W. Bradley Road, Milwaukee, WI 53224

Tel: (800) 243-2911 Tel: +1 414 358-8000 Fax: +1 414 358-8008

Web: www.americansignal.com

Sales Person: Justin Raff Quote #: 250216JR Date: 2/24/2025 Project: PL3 site replacment Company: Plymouth, Wisconsin

Address: 128 Smith St

City, State, ZIP: Plymouth WI 53073

Country: USA

Contact Name: Matt Starker

Title: Chief

E-Mail: mstarker@wiplymouthpd.com
Telephone: 920-893-6541

Mobile: Other:

Item	Qty.	Model	American Signal Equipment	Unit		Extended Price		
BER.			T-128 DC					
1	1	T-128-DC	Rotating Siren 129.5dB 48v DC Siren	\$	10,544.00	\$	10,544.00	
2	1	T-48-MC-DC	48V DC Motor Control 112 / 121 / 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	\$	3,715.00	\$	3,715.00	
3	1	RTUDC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$	822.00	\$	822.00	
5	1	KIT-FSK-32-DC	FSK, Format Card, for DC Mechanical Sirens	\$	211.00	\$	211.00	
			Includes batteries, antennas, radio and system optimization					
22			Installation	-				
23	1	Install	Rip and replace of old siren head and controls and provide new siren head, new controls, all connections. Bucket truck, crane etc included in pricing. Testing of siren upon install with system to be included as well. Note: Service, Meter (if required) and Disconnect Brought to the Pole by Others. Underground Utility Locates by Others.	\$	8,425.00	\$	8,425.00	
32			Shipping					
33			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224				NA	
35			Standard ASC Warranty Applies to Order	in the		\$	23,717.00	
36			Taxes - Not Included					
37			Project Totals - US Funds		Harries,	\$	23,717.00	
			25%	Due wi	th order =	Ś	5,929.25	

Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee.

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms: EXW Factory,8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

Installation services: If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer.

These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitations to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.



8600 W. Bradley Road, Milwaukee, WI 53224 Tel: (800) 243-2911 Tel: +1 414 358-8000 Fax: +1 414 358-8000 Web: www.ampricaneignal.com Sales Person; Justin Raff Quote W: 250301R Date: 37/7/2025		8600 W. Bradley Road, Milwaukee, WI 53224 (800) 243-2911 +1 414 358-8000 +1 414 358-8008	Company: Address: City, State, ZIP Contact Name: Contact Name:	Plymouth WI 53073 USA Matt Starker Chief 920-893-8541			
		Justin Raff 250301JR					
Item	Qty.	Model	American Signal Equipment T-121 DC		Unit	Ext	ended Price
1	1	T-121-DC	Omni Directional Siren 121 db 48v DC Siren	S	6.862.00	\$	6,862.00
2	1	1-121-00	48V DC Motor Control T121 - NEMA 4X Aluminum Powder Coated	\$	3,715.00	\$	3,715.00
_	•	T-48-MC-DCL	Gray 120/240 volt charging RTU, Universal Controller, Panel Mount DC Tempest-MC's	5	822.00	5	822.00
3	1	RTU-DC Door Mt. SENSOR - Current	Current Sensor, Tempest-Series	5	113.00	Š	113.00
5	1	Kit-ECC-32-DC	ECC, Format Card, for DC Mechanical Sirens	\$	320.00	\$	320.00
6	1	Radio	Re-use existing radio				
7	1	Radio Interface cable	Re-use radio cable		400.00		195.00
8	1	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$	195,00	\$	134.00
9	1	KIT-ARR-2	Lightning Arrestor, VHF, PL-259 Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC	_		-	
10	1	BATT-1 M	Controls for T-121	\$	602.00	\$	602 00
11							
12			T-128 DC		10.544.00		40 176 00
13	4	T-128-DC	Rotating Siren 129.5dB 48v DC Siren 48V DC Motor Control T128 - NEMA 4X Aluminum Powder Coated	\$	10,544.00		42,176.00
14	4	T-48-MC-DCL	Gray 120/240 volt charging	\$	3,715.00	\$	14,860.00
15	4	RTU-DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$	822.00	5	3,288.00
16	4	SENSOR - Current	Current Sensor, Tempest-Series	\$	113.00	\$	452.00
17	4	Kit-ECC-32-DC	ECC, Format Card, for DC Mechanical Sirens	\$	320.00	\$	1,280.00
18	4	Radio	Re-use existing radio Re-use radio cable	-		_	
19	4	Radio Interface cable KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$	195.00	\$	780.00
21	4	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	\$	134.00	\$	536.00
		1317.1317.2	Battery 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC	\$	602.00	\$	2.408.00
22	4	BATT-1 M	Controls for T-121	a	602.00	4	2,400.00
23			T-128 DC New Siren		10.544.00		10,544.00
24	1	T-128-DC	Rotating Siren 129.5dB 48v DC Siren 48V DC Motor Control T128 - NEMA 4X Aluminum Powder Coated	5	10,544.00	5	
26	1	T-48-MC-DCL	Gray 120/240 volt charging	\$	3,715.00	\$	3,715.00
26	1	RTU-DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$	822.00	\$	822.00
27	1	SENSOR - Current	Current Sensor, Tempest-Series	\$	113.00		113.00
28	1	Kit-ECC-32-DC	ECC, Format Card, for DC Mechanical Sirens	\$		\$	320.00 56.25
29	1	Radio Interface cable	New radio interface cable	\$	56,25 195,00	\$	195.00
30	1	KIT-OMNI-ANT-7 KIT-ARR-2	Antenna, VHF, 35' coax Omni-Directional Lightning Arrestor, VHF, PL-259	S	134.00	\$	134.00
		NII-MIN-2	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC				
32	1	BATT-1 M	Controls for T-121	\$	602 00	\$	602 00
33	1	PM-4	Pole Mount - Tempest T-128	S	212.00	\$	212.00
34			Command And Control Software & Hardware	-		100	
35	1	CSC-960-ECC	Central Station Controller-960, ECC Format includes 10 programmable push buttons	\$	2,900 00	\$	2.900.00
36	- 1	Radio	Radio to be re-used	-			
37	1	Radio Interface cable	Radio interface to be re-used				
38	- 1	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	5	134.00		134.00
39	1:	KIT-OMNI-ANT-7	Antenna, VHF, 100' coax Omni-Directional	\$	377.00	S	377.00
			CompuLert™ NEXGen Command and Control Server software with		8,000 00	\$	8,000.00
40	1	NEXGEn	Google Chrome client. Requires Ubuntu LTS Server operating system, and Google Chrome for the Client	\$	0,000,00	Ψ	0,000,00
			Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor,				
41	1	Server	Keyboard, Mouse, Preloaded with Ubuntu LTS and supporting	\$	4,000 00	5	4,000.00
			environment for Comput_ert™ NEXGen.	-	0.577.7		and the state of
42	1	NOAA Auto Activation	NGAA Auto Activation Software	\$	2,500.00	-	optional
43			Installation (budgetary) Rip/Replace five existing sites, 4 7-128's and 1 T-121 that is at City	+		-	
44	1	frutail	Hall.	\$	35,000.00	\$	35,000.00
		4	Installation of new siren at TBD location. Includes pole, radio, antenna,	s	11,200 00	¢	11,200.00
45	1	Install	batteries etc		11.200 00	3	11,200 05
46	1	Instail	Installation of NEXGen software and server, installation of new siren	\$	3,250.00	\$	3,250.00
47		-	head end equipment. Rock Clause				
48		Rack Clause	During the Augering Process should Rock or some other impenetrable Substrate be encountered and a Pier Drilling Rig or Secondary Pole Site be Required an Additional Fee May Apply			\$	-
49 50		Commissioning	System Commissioning ASC Certified Installer to Perform Start Up and Commissioning of System. Provide One (1) Day of Operational and Maintenance Training on the System			s	-
51			Shipping				1
			Shipping cost determined at time of shipment and payable by			\$	
52			customer.			_	-
53			Standard ASC Warranty Applies to Order			\$	160,117.25
54			Taxes - Not Included			\$	460 447 5
55			Project Totals - US Funds	400		- 3	160,117.25

Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquesion), 75% due Net 30 days upon shipment of equipment. If private is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers size with a 10% returning. Net 10 days upon final start up and lest of system. Fayments centered by Steelat Card will be subject be a 4% procession Fee.

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms EXW Factory, 8600 W Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoternal 2010.

Installation services. If installation services are provided in contract, all change orders will be suthorized in writing before work as performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the stational will continue on a cost plus basis once authorized in writing by the customer.

Quote



ANS Services, LLC 541 Kings Way, Unit B Swedesboro, NJ 08085 (856) 469-4451 **Order Number:** 0002401 **Order Date:** 3/7/2025

Salesperson: 0001 Customer Number: 00-PLYM

Sold To: PLYMOUTH 128 SMITH STREET PLYMOUTH, WI 53073 Confirm To: MATT STARKER Ship To: PLYMOUTH 128 SMITH STREET PLYMOUTH, WI 53073

Customer P.O.	Ship VIA		F.O.B.		Terms Net 30			
Item Number	Unit	Ordered	Shipped		Back Order	Price	Amount	
041-0187	EACH	1.00		0.00	0.00	7,548.200	7,548.20	
Siren T-121 ASC			Whse:	000				
083-0644	EACH	1.00		0.00	0.00	4,272.250	4,272.25	
Tempest DControl Alumunia	n		Whse:	000				
083-0565	EACH	1.00		0.00	0.00	904.200	904.20	
RTU DOOR MOUNT			Whse:	000				
080-0151	EACH	1.00		0.00	0.00	124.300	124.30	
CURRENT SENSOR, TEM	PEST SIRENS		Whse:	000				
080-0224-1	EACH	1.00		0.00	0.00	352,000	352.00	
ECC 2.2 CARD ENCRYPTE	ED COMMUNI		Whse:	000				
006-0011	EACH	1.00		0.00	0.00	214.500	214.50	
KIT, ANTENNA VHF 35'			Whse:	000				
095-0024	EACH	1.00		0.00	0.00	147.400	147.40	
Kit, ,Lighting Arrestor,VHF/L	JH		Whse:	000				
086-0012	EACH	1.00		0.00	0.00	662.200	662.20	
Battery AC Delco DC31 Dee	эр Сус		Whse:	000				
041-0186	EACH	4.00		0.00	0.00	11,598.400	46,393.60	
Siren T-128 ASC			Whse:	000				
083-0644	EACH	4.00		0.00	0.00	4,272.250	17,089.00	
Tempest DC Control Alumu	nim		Whse:	000				
083-0565	EACH	4.00		0.00	0.00	904.200	3,616.80	
RTU DOOR MOUNT			Whse:	000				
RE-USE EX	ISTING RADIO	AND INTERFACE	CABLE					
080-0151	EACH	4.00		0.00	0.00	124,300	497.20	
CURRENT SENSOR, TEM	PEST SIRENS		Whse:	000				
080-0224-1	EACH	4.00		0.00	0.00	352.000	1,408.00	
ECC 2.2 CARD ENCRYPTE	ED COMMUNI		Whse:	000				

Continued

2

Quote



ANS Services, LLC 541 Kings Way, Unit B Swedesboro, NJ 08085 (856) 469-4451 Order Number: 0002401 Order Date: 3/7/2025

Salesperson: 0001 Customer Number: 00-PLYM

Sold To: PLYMOUTH 128 SMITH STREET PLYMOUTH, WI 53073 Confirm To: MATT STARKER

Ship To: **PLYMOUTH** 128 SMITH STREET PLYMOUTH, WI 53073

Customer P.O.	Ship VIA		F.O.B. Ordered Shipped		Terms Net 30		Amount	
Item Number	Unit	Ordered			Back Order	Price		
006-0011	EACH	4.00	2000	0.00	0.00	214.500	858.00	
KIT, ANTENNA VHF 35'			Whse: 000	1				
095-0024	EACH	4.00		0.00	0.00	147.400	589.60	
Kit, ,Lighting Arrestor,VHF/L	JH		Whse: 000	1				
086-0012	EACH	4.00		0.00	0.00	662.200	2,648.80	
Battery AC Delco DC31 Dee	р Сус		Whse: 000					
041-0186	EACH	1.00		0.00	0.00	11,598.400	11,598.40	
Siren T-128 ASC			Whse: 000	1				
083-0644	EACH	1.00		0.00	0.00	4,272.250	4,272.25	
Tempest DC Control Alumur	nim		Whse: 000	1				
083-0565	EACH	1.00		0.00	0.00	904.200	904.20	
RTU DOOR MOUNT			Whse: 000)				
095-0046-2	EACH	1.00		0.00	0.00	61.900	61.90	
Kit Radio Kenwood TK7180/	TK8		Whse: 000)				
080-0151	EACH	1.00		0.00	0.00	124.300	124.30	
CURRENT SENSOR, TEMP	EST SIRENS		Whse: 000)				
080-0224-1	EACH	1.00		0.00	0.00	352.000	352.00	
ECC 2.2 CARD ENCRYPTE	D COMMUNI		Whse: 000					
006-0011	EACH	1.00		0.00	0.00	214.500	214.50	
KIT, ANTENNA VHF 35'			Whse: 000					
095-0024	EACH	1.00		0.00	0.00	147.400	147.40	
Kit, ,Lighting Arrestor,VHF/L	IH		Whse: 000					
086-0012	EACH	1.00		0.00	0.00	662.200	662.20	
Battery AC Delco DC31 Dee	р Сус		Whse: 000					
006-0049	EACH	1.00		0.00	0.00	233.200	233.20	
Polemount & Hardware Kkit,	T128		Whse: 000					

Continued

Quote



ANS Services, LLC 541 Kings Way, Unit B Swedesboro, NJ 08085 (856) 469-4451 **Order Number:** 0002401 **Order Date:** 3/7/2025

Salesperson: 0001
Customer Number: 00-PLYM

Ship To: PLYMOUTH 128 SMITH STREET PLYMOUTH, WI 53073

Sold To: PLYMOUTH 128 SMITH STREET PLYMOUTH, WI 53073 Confirm To: MATT STARKER

Customer P.O.	Ship VIA	F.O.B.			Terms Net 30			
Item Number	Unit	Ordered	Shippe	d	Back Order	Price	Amount	
083-0477	EACH	1.00		0.00	0.00	3,190.000	3,190.00	
CSC 960 - ECC Formatt			Whse: 000					
095-0024	EACH	1.00		0.00	0.00	147.400	147.40	
Kit, ,Lighting Arrestor,VH	IF/UH		Whse: 000					
006-0011	EACH	1.00		0.00	0.00	414.700	414.70	
KIT, ANTENNA VHF 100)'		Whse: 000					
/NEXTGEN NEXGEN SOFTWARE -	EACH SERVER	1.00		0.00	0.00	13,200.000	13,200.00	
	02111							
/INSTALL Installation Rip/Replace		5.00		0.00	0.00	7,500.000	37,500.00	
Reusing E	Existing Pole							
/INSTALL	Ū	1.00		0.00	0.00	12,500.000	12,500.00	
Install of New Siren TBD								
/INSTALL		1.00		0.00	0.00	3,600,000	3,600.00	
Install of Control Point								
and Nex	Gen							



T-121 AC/DC City Hall