

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, MAY 9, 2023 COMMON COUNCIL MEETING
7:00 PM COUNCIL CHAMBERS, ROOM 302
128 SMITH ST. PLYMOUTH, WI 53073**

AGENDA

- 1. Call to order and roll call**
- 2. Pledge of Allegiance**
- 3. Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):**
 - A. Approve minutes of the meeting held Tuesday, April 25, 2023**
 - B. Approve City and Utility Reports:**
 - I. List of City & Utility Vouchers dated 4/1/23 – 4/30/23**
 - C. Minutes acknowledged for filing – Finance & Personnel: April 25, and Redevelopment Authority: April 27**
 - D. Building Report for April 2023 – 36 permits at \$2,339,422.00**
 - E. Approve Sidewalk Café Permit from Moxie, Patrick O’Toole**
 - F. Approve Application for a Class B Beer, Class C Wine Liquor License for Uncle Dino’s Pizza LLC, 19 S Milwaukee St., from Travis Lambrecht, Agent, to be effective on July 1, 2023 and Provisional License upon approval.**
 - G. Approve Change of Agent for “Class B Combo” Alcohol License for Sweet Basil to Sara Immel – Approved by Clerk’s Office and Police Department**
 - H. Approve Application for Event: Dire Dyes Open / Disk Golf Tournament / Meyers Park – August 12**
 - I. Approve Street Use Closure: Patrick Campbell / PJ Campbells Depot / May 29**
 - J. Finance Director Job Description**
- 4. Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
- 5. Items removed from Consent Agenda:**
- 6. Resolution:**
 - A. No. 9 World Migratory Bird Day Resolution- Mayor Pohlman**
- 7. New Business:**
 - A. Farmers Market Event Application and Ordinance Discussion – City Administrator/Utilities Manager, Tim Blakeslee**
 - B. Approval of Strutz Building Demolition Donation – City Administrator/Utilities Manager, Tim Blakeslee**
 - C. Stormwater Maintenance Agreement with Hillcrest – Public Work Director, Cathy Austin**

D. Approve 2023 Capital Project: WWTP: TRANE-Chiller Replacement to Aldag/Honold Mechanical, Inc. in the amount of \$48,723.00 – Public Works Director, Cathy Austin

8. Entertain a motion to go into closed session for the following:

Entertain a motion to go into closed session for the following:
pursuant to Wis. Stat. 19-85 (1)(c) considering employments, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the City Treasurer

9. Adjourn to 7:00 PM on Tuesday, May 30, 2023

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, APRIL 25, 2023 COMMON COUNCIL MEETING
128 SMITH ST. PLYMOUTH, WI 53073**

UNOFFICIAL MINUTES

1. **Call to order and roll call:** Mayor Donald Pohlman called the meeting to order at 7:00 PM. On call of the roll, the following Alderpersons were present: Greg Hildebrand, Jeff Tauschedk, Diane Gilson, Bob Schilsky, Angie Matzdorf, Mike Penkwitz, and John Nelson. Also present were: City Administrator/Utilities Manager Tim Blakeslee, City Attorney Crystal Fieber, Interim Police Chief Matt Starker, Director of Public Works Cathy Austin, 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):** Motion was made by Nelson/Gilson to approve the consent agenda as stated. Upon the call of the roll, all voted aye. Motion carried.
 - A. **Approve minutes of the meeting held Tuesday, April 11, 2023**
 - B. **Approve City and Utility Reports:**
 - I. **Electric, Water and Sewer Sales Report – April 2023**
 - II. **Utility Related Write Offs for May - \$2,916.88**
 - C. **Minutes acknowledged for filing – Library Board: March 6 – Police & Fire Commission March 29 and April 14 – Plan Commission: April 6 – Housing Authority: April 5 – Community Television: March**
 - D. **Approve request from the Plymouth School District to hold the annual Homecoming Parade on Friday, September 29, 2023 line up beginning 3 PM. Parade starts at Mill St. and Caroline St. going East to North St.**
4. **Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting: None**
5. **Items removed from Consent Agenda: None**
6. **Public Hearing followed by discussion and action:**
 - A. **Ordinance No. 5 Amending Sections 13-1-132 and 13-1-221 of the City of Plymouth, Wisconsin zoning code regarding Solar Energy Conversion Systems and Definitions.** – City Administrator/Utilities Manager Blakeslee explained that currently solar energy conversion systems that are constructed on a principal or accessory structure are allowed as permitted accessory uses in certain districts, but require a conditional use approval for all other districts. In addition, the usage of mounted solar panels counts towards the total allowable accessory area per lot in all districts. Upon review of the ordinance, staff recommends that solar energy conversion systems constructed on a principal or accessory structure be permitted use in all districts and that mounted solar panels not count toward the allowable accessory area. Plan Commission recommended that Council adopt Ordinance No. 5 with the request that language be added to the decommissioning plan section that if a free-standing solar facility becomes unusable because of poor conditions it would trigger decommissioning of the panels. Mayor declared the public hearing open at 7:02 PM regarding Ordinance No. 5. There being no public

comments the Mayor called the Public Hearing closed. Motion was made Hildebrand/Matzdorf to approve Ordinance No. 5 as presented. Upon the call of the roll, all voted aye. Motion carried.

7. CITIZEN COMMITTEE APPOINTMENTS:

Announce Mayoral appointments: Mayor Pohlman appointed the following as listed A-C

- A. Joint Review Board (1 yr. term) – *Grace Meyer*
- B. Plan Commission (3 yr. term) – *Ron Nicolaus & Carol O'Malley*
- C. Police & Fire Commission (5 yr. term) – *Gary Rooker*

Mayoral Appointments requiring Council approval: Mayor Pohlman appointed the following as listine A-B. Motion was made by Nelson/Tauscheck to approve the appointment. A unanimous aye vote was cast. Motion carried.

- A. Library Board (3 yr. term) – *Julie VanNorwick & Matt Kaczkowski*
- B. Room Tax Commission (1 yr. term) – *Jessica Bumbar-Kinch & Mary Hauser*

8. Proclamation:

- A. Recognition of Library Week in the City of Plymouth on -** Mayor Pohlman presented the Proclamation to Library Board Member Julie VanNorwick. VanNorwick spoke briefly about the Library and the great things the library has to offer. Motion was made by Tauscheck/Hildebrand to approve the Proclamation of Library Week. A unanimous aye vote was cast. Motion carried.

9. New Business:

- A. Extraterritorial Land Divison Seeking Approval via CSM; The West ½ of the Northwest ¼ of Section 20, T15N-R22E, Town of Sheboygan Falls, Sheboygan County, Wisconsin –** City Administrator/Utilities Manager Blakeslee explained that property owner Darin Straus would like to divide and sell two acres from his property in the Town of Sheboygan Falls. The City of Plymouth serves as the extraterritorial plat review jurisdiction for this property. Plan Commission recommended the Council approve the CSM as presented. Motion made by Hildebrand/Gilson to approve the Extraterritorial as presented. A unanimous aye vote was cast. Motion carried.
- B. Acceptance of Restoration Of Our Trees Sheboygan (ROOTS) Grant Funding from Sheboygan County Rotary Foundation in the amount of \$10,000 –** Director of Public Works Austin explained that Common Council passed Resolution 27 in 2018 supporting the Rotary Club of Sheboygan and the Lakeshore Natural Resource Partnership, Inc. Restoration of our Trees Sheboygan (ROOTS) Program to mitigate the effects of the emerald ash borer (EAB) in Sheboygan County. The City has been successful in 2020, 2022 and again in 2023 in obtaining grant dollars to help plant more trees. Motaion was made by Nelson/Penkwitz to approve the \$10,000 ROOTS grant funding for 2023 Collaborative Emerald Ash Borer Mitigation Project. A unanimous aye vote was cast. Motion carried.

10. Entertain a motion to go into closed session for the following: Motion was made by Tauscheck/Penkwitz to go into closed session. A unanimous aye vote was cast. Motion carried.

Entertain a motion to go into closed session for the following:
pursuant to Wis. Stat. 19-85 (1)(c) considering employments, promotion, compensation or performance evaluation data of any public employee over which the

governmental body has jurisdiction or exercises responsibility regarding the Staff Accountant - Finance Manager

11. **Entertain a motion to go into open session:** Motion was made by Gilson/Penkwitz to go into open session. A unanimous aye vote was cast. Motion carried.
12. **Discussion and possible action on closed session item:** Motion was made by Nelson/Hildebrand to approve the salary of the Finance Manager and Accountant. Upon the call roll, all voted aye. Motion carried.
13. **Adjourn to 7:00 PM on Tuesday, May 9, 2023:** Motion was made by Hildebrand/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "0100100001000"- "2200567002200", "2400111000000"- "8000232000000"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10092							
10092	ALTEC INDUSTRIES INC	12251125	TOOL	03/27/2023	153.70	153.70	04/06/2023
Total 10092:					153.70	153.70	
10115							
10115	AMERICAN WATER WORKS AS	S082754	MEMBERSHIP	03/19/2023	418.00	418.00	04/21/2023
Total 10115:					418.00	418.00	
10175							
10175	AURORA HEALTH CARE	359913	OPERATING SUPPLIES - POLIC	04/02/2023	73.00	73.00	04/13/2023
Total 10175:					73.00	73.00	
10305							
10305	BOARDMAN & CLARK LLP	265892	SUBSTATION 5	04/07/2023	262.50	262.50	04/13/2023
10305	BOARDMAN & CLARK LLP	265893	TDS POLE ATTACHMENT	04/07/2023	4,162.00	4,162.00	04/13/2023
10305	BOARDMAN & CLARK LLP	265894	DARK FIBER AGREEMENT	04/07/2023	4,021.00	4,021.00	04/13/2023
Total 10305:					8,445.50	8,445.50	
10325							
10325	BORDER STATES ELECTRIC SU	926000223	0 TRANSFORMER STICKER	03/23/2023	55.06	55.06	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	1 TRANSFORMER STICKER	03/23/2023	220.24	220.24	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	2 TRANSFORMER STICKER	03/23/2023	110.12	110.12	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	4 TRANSFORMER STICKER	03/23/2023	220.24	220.24	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	5 TRANSFORMER STICKER	03/23/2023	110.12	110.12	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	6 TRANSFORMER STICKER	03/23/2023	330.36	330.36	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	7 TRANSFORMER STICKER	03/23/2023	220.24	220.24	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	8 TRANSFORMER STICKER	03/23/2023	110.12	110.12	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	LETTER R TRANSFORMER STI	03/23/2023	110.12	110.12	04/06/2023
10325	BORDER STATES ELECTRIC SU	926000223	SHIPPING	03/23/2023	32.69	32.69	04/06/2023
10325	BORDER STATES ELECTRIC SU	926064517	CABLE TAGS	04/04/2023	885.00	885.00	04/13/2023
Total 10325:					2,404.31	2,404.31	
10423							
10423	C&M HYDRAULIC TOOL SUPPL	0176791-IN	TOOL REPAIR	03/29/2023	309.13	309.13	04/06/2023
Total 10423:					309.13	309.13	
10615							
10615	LAKESIDE INTERNATIONAL TR	4086715P	FLEET VEHICLE MAINTENANCE	04/03/2023	36.22	36.22	04/06/2023
10615	LAKESIDE INTERNATIONAL TR	4086902P	GARAGE LARGE EQUIPMENT R	04/14/2023	23.37	.00	
10615	LAKESIDE INTERNATIONAL TR	CM4086698P	FLEET VEHICLE MAINTENANCE	04/03/2023	31.09-	31.09-	04/06/2023
Total 10615:					28.50	5.13	
10720							
10720	FERGUSON WATERWORKS #14	0378521-3	CURB STOP - 3/4".	04/06/2023	192.50	192.50	04/21/2023
10720	FERGUSON WATERWORKS #14	0383395	HYDRANT REPAIR	03/31/2023	1,122.00	1,122.00	04/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10720:					1,314.50	1,314.50	
10930							
10930	AURORA EAP	505-CI0002184	EAP - CITY	03/31/2023	270.00	270.00	04/13/2023
10930	AURORA EAP	505-CI0002184	EAP - UTILITIES	03/31/2023	145.80	145.80	04/13/2023
Total 10930:					415.80	415.80	
11025							
11025	FASSE DECORATING CENTER	1-161093	GOLF MATERIALS	04/12/2023	81.71	81.71	04/21/2023
11025	FASSE DECORATING CENTER	1-161100	STREET SIGNS & MARKINGS M	04/12/2023	2,819.65	2,819.65	04/21/2023
Total 11025:					2,901.36	2,901.36	
11180							
11180	H & H UTILITY EXCAVATING INC	4001340-01	EXCAVATING-ELECTRIC DEPT	03/21/2023	12,097.24	12,097.24	04/06/2023
Total 11180:					12,097.24	12,097.24	
11460							
11460	KAPUR & ASSOCIATES INC	118636	PONY LANE - CITY	04/18/2023	5,344.44	5,344.44	04/21/2023
11460	KAPUR & ASSOCIATES INC	118636	PONY LANE - UTILITY	04/18/2023	593.82	593.82	04/21/2023
11460	KAPUR & ASSOCIATES INC	118637	CLIFFORD STREET - CITY	04/18/2023	971.66	971.66	04/21/2023
11460	KAPUR & ASSOCIATES INC	118637	CLIFFORD STREET - UTILITY	04/18/2023	8,744.95	8,744.95	04/21/2023
Total 11460:					15,654.87	15,654.87	
11498							
11498	KIEL SAND & GRAVEL	16575	3/4" STONE	03/27/2023	317.25	317.25	04/13/2023
Total 11498:					317.25	317.25	
11687							
11687	MARTELLE WATER TREATMEN	24911	WATER TREATMENT	03/29/2023	2,887.58	2,887.58	04/13/2023
Total 11687:					2,887.58	2,887.58	
11770							
11770	MEYER MOTORS INC	52463	GARAGE SMALL EQUIP REPAIR	04/06/2023	109.95	109.95	04/21/2023
Total 11770:					109.95	109.95	
11815							
11815	MIKE BURKART FORD INC	318819	VEHICLE MAINTENANCE - POLI	03/01/2023	55.45	55.45	04/06/2023
11815	MIKE BURKART FORD INC	319331	VEHICLE MAINTENANCE - POLI	03/27/2023	55.45	55.45	04/06/2023
11815	MIKE BURKART FORD INC	319393	VEHICLE MAINTENANCE - POLI	03/30/2023	328.53	328.53	04/06/2023
Total 11815:					439.43	439.43	
11835							
11835	MILLER & BOELDT INC	089073	TREE CONTROL EQUIPMENT R	04/03/2023	58.20	58.20	04/13/2023
11835	MILLER & BOELDT INC	089118	GARAGE GAS & OIL	04/14/2023	135.92	.00	
11835	MILLER & BOELDT INC	089118	GOLF COURSE EQUIPMENT RE	04/14/2023	187.76	.00	
Total 11835:					381.88	58.20	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11875							
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	EE CONTRIBUTION-UTILITIES	04/14/2023	351.85	351.85	04/21/2023
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	BASIC PREMIUM-UTILITIES	04/14/2023	306.32	306.32	04/21/2023
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	ER CONTRIBUTION-UTILITIES	04/14/2023	61.27	61.27	04/21/2023
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	EE CONTRIBUTION-CITY	04/14/2023	456.69	456.69	04/21/2023
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	BASIC PREMIUM-CITY	04/14/2023	296.11	296.11	04/21/2023
11875	SECURIAN FINANCIAL GROUP I	May 2023 Stmn	ER CONTRIBUTION-CITY	04/14/2023	59.22	59.22	04/21/2023
Total 11875:					1,531.46	1,531.46	
12250							
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	98.64	98.64	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	9.99	9.99	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	4.47	4.47	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	21.24	21.24	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	24.82	24.82	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	68.45	68.45	04/06/2023
12250	PLYMOUTH UTILITIES-PC	STMT040423	PETTY CASH	04/04/2023	21.96	21.96	04/06/2023
Total 12250:					249.57	249.57	
12255							
12255	PLYMOUTH UTILITIES	STMT041123	PUBLIC BENEFITS	04/06/2023	1,484.79	1,484.79	04/13/2023
12255	PLYMOUTH UTILITIES	STMT041323	PUBLIC BENEFITS	04/13/2023	1,435.19	1,435.19	04/13/2023
12255	PLYMOUTH UTILITIES	STMT042023	PUBLIC BENEFITS	04/20/2023	2,036.45	2,036.45	04/21/2023
Total 12255:					4,956.43	4,956.43	
12265							
12265	POMPS TIRE SERVICE INC	70125679	EQUIPMENT & REPAIR - GOLF	03/30/2023	779.29	779.29	04/06/2023
12265	POMPS TIRE SERVICE INC	70125679	GARAGE SMALL EQUIPMENT R	03/30/2023	588.28	588.28	04/06/2023
12265	POMPS TIRE SERVICE INC	70125842	GARAGE LARGE EQUIPMENT C	04/05/2023	365.56	365.56	04/21/2023
Total 12265:					1,733.13	1,733.13	
12335							
12335	QUALITY STATE OIL CO	6857740	GAS INVENTORY	04/11/2023	5,624.55	5,624.55	04/21/2023
Total 12335:					5,624.55	5,624.55	
12380							
12380	REGISTRATION FEE TRUST	52552109	VEHICLE REGISTRATION - DOC	04/10/2023	164.50	164.50	04/13/2023
Total 12380:					164.50	164.50	
12400							
12400	RESCO INC	889956-01	ANCHOR, 8" HELIX, ROCK 5/8" T	03/30/2023	177.66	177.66	04/06/2023
12400	RESCO INC	889956-01	DISCOUNT	03/30/2023	.09-	.09-	04/06/2023
12400	RESCO INC	891890-00	PEDESTAL, SGL PH PRI JUNCT	04/06/2023	9,361.20	9,361.20	04/13/2023
12400	RESCO INC	891890-00	DISCOUNT	04/06/2023	4.68-	4.68-	04/13/2023
Total 12400:					9,534.09	9,534.09	
12575							
12575	SHEBOYGAN COUNTY HIGHWA	127879	SNOW & ICE BRINE COST	03/31/2023	1,002.02	1,002.02	04/21/2023
12575	SHEBOYGAN COUNTY HIGHWA	127879	STREET SIGNS & MARKINGS M	03/31/2023	503.77	503.77	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 12575:					1,505.79	1,505.79	
12695							
12695	US POSTAL SERVICE	STMT041123	ENVELOPES	04/11/2023	1,086.85	1,086.85	04/13/2023
Total 12695:					1,086.85	1,086.85	
12696							
12696	STOP PROCESSING CENTER	20117	AUTOPAY SERVICE	04/01/2023	23.34	23.34	04/06/2023
Total 12696:					23.34	23.34	
12750							
12750	SUPERIOR CHEMICAL CORP	360202	GARAGE BUILDING MAINTENA	04/07/2023	156.00	156.00	04/13/2023
12750	SUPERIOR CHEMICAL CORP	360225	URINE CATCHER	04/07/2023	93.75	93.75	04/13/2023
12750	SUPERIOR CHEMICAL CORP	360225	SHOCK AND AWE CLEANER	04/07/2023	43.38	43.38	04/13/2023
12750	SUPERIOR CHEMICAL CORP	360743	CITY HALL JANITORIAL	04/13/2023	108.90	.00	
12750	SUPERIOR CHEMICAL CORP	360744	BUILDINGS AND GROUNDS	04/13/2023	310.94	.00	
Total 12750:					712.97	293.13	
12882							
12882	SPECTRUM	007015704012	INTERNET	04/01/2023	129.98	129.98	04/13/2023
Total 12882:					129.98	129.98	
12965							
12965	US CELLULAR	0573250183	CELL PHONES - EMPLOYEES	04/08/2023	2,066.75	2,066.75	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONES - STREETS	04/08/2023	42.50	42.50	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONE SERVICE - PARKS	04/08/2023	43.12	43.12	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONES - POOL	04/08/2023	39.50	39.50	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONES - POLICE	04/08/2023	649.58	649.58	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONE SERVICE (FIRE)	04/08/2023	294.00	294.00	04/21/2023
12965	US CELLULAR	0573250183	CELL PHONE SERVICE (UTILITI	04/08/2023	720.04	720.04	04/21/2023
12965	US CELLULAR	0573604094	CELL MODEM - WATER	04/10/2023	44.61	.00	
12965	US CELLULAR	0573604094	BACKUP INTERNET	04/10/2023	39.52	.00	
12965	US CELLULAR	0573604094	CELL MODEM - POLICE	04/10/2023	237.12	.00	
12965	US CELLULAR	0573604094	CELL MODEM - ELECTRIC	04/10/2023	39.52	.00	
Total 12965:					4,216.26	3,855.49	
13030							
13030	BAKER TILLY US LLP	BT2363938	AUDIT- UTILITY	03/31/2023	5,452.20	5,452.20	04/21/2023
13030	BAKER TILLY US LLP	BT2363938	AUDIT- UTILITY	03/31/2023	2,786.68	2,786.68	04/21/2023
13030	BAKER TILLY US LLP	BT2363938	AUDIT- UTILITY	03/31/2023	3,877.12	3,877.12	04/21/2023
Total 13030:					12,116.00	12,116.00	
13170							
13170	WISCONSIN NEWSPRESS	298 128170	WISCONSIN NEWSPRESS - GF-	03/31/2023	381.77	381.77	04/21/2023
13170	WISCONSIN NEWSPRESS	STMT041123	UTILITY CLASSIFIED POSTING	03/31/2023	140.01	140.01	04/13/2023
Total 13170:					521.78	521.78	
13221							
13221	WEX BANK	88558130	FLEET FUELING	04/15/2023	3,897.05	3,897.05	04/21/2023
13221	WEX BANK	88558130	FLEET FUELING	04/15/2023	799.41	799.41	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
13221	WEX BANK	88558130	FLEET FUELING	04/15/2023	361.11	361.11	04/21/2023
Total 13221:					5,057.57	5,057.57	
30028							
30028	BAKER & TAYLOR	2037400046	BOOKS - LIBRARY	03/21/2023	310.62	310.62	04/06/2023
30028	BAKER & TAYLOR	2037400046	SHIPPING - LIBRARY	03/21/2023	3.11	3.11	04/06/2023
30028	BAKER & TAYLOR	2037411167	BOOKS - LIBRARY	03/24/2023	301.73	301.73	04/06/2023
30028	BAKER & TAYLOR	2037411167	SHIPPING - LIBRARY	03/24/2023	3.02	3.02	04/06/2023
30028	BAKER & TAYLOR	2037413841	BOOKS - LIBRARY	03/27/2023	117.36	117.36	04/06/2023
30028	BAKER & TAYLOR	2037413841	SHIPPING - LIBRARY	03/27/2023	1.17	1.17	04/06/2023
30028	BAKER & TAYLOR	2037417826	AV - LIBRARY	03/29/2023	139.26	139.26	04/13/2023
30028	BAKER & TAYLOR	2037417826	SHIPPING - LIBRARY	03/29/2023	1.19	1.19	04/13/2023
30028	BAKER & TAYLOR	2037434729	BOOKS - LIBRARY	04/04/2023	426.14	426.14	04/21/2023
30028	BAKER & TAYLOR	2037434729	SHIPPING - LIBRARY	04/04/2023	4.26	4.26	04/21/2023
30028	BAKER & TAYLOR	2037434811	BOOKS - LIBRARY	04/04/2023	878.78	878.78	04/21/2023
30028	BAKER & TAYLOR	2037434811	SHIPPING - LIBRARY	04/04/2023	8.79	8.79	04/21/2023
30028	BAKER & TAYLOR	2037434906	BOOKS - LIBRARY	04/04/2023	310.73	310.73	04/21/2023
30028	BAKER & TAYLOR	2037434906	SHIPPING - LIBRARY	04/04/2023	3.11	3.11	04/21/2023
30028	BAKER & TAYLOR	2037435067	BOOKS - LIBRARY	04/04/2023	135.41	135.41	04/21/2023
30028	BAKER & TAYLOR	2037435067	SHIPPING - LIBRARY	04/04/2023	1.35	1.35	04/21/2023
30028	BAKER & TAYLOR	2037443537	BOOKS - LIBRARY	04/07/2023	189.88	189.88	04/21/2023
30028	BAKER & TAYLOR	2037443537	SHIPPING - LIBRARY	04/07/2023	1.90	1.90	04/21/2023
Total 30028:					2,837.81	2,837.81	
30030							
30030	BAY-LAKE REGIONAL PLANNIN	7008	DOWNTOWN REDESIGN	04/05/2023	1,195.05	1,195.05	04/21/2023
Total 30030:					1,195.05	1,195.05	
30073							
30073	COMPLETE OFFICE OF WI	453550	BUILD MAINT - LIBRARY	04/07/2023	59.82	.00	
30073	COMPLETE OFFICE OF WI	457012	OFFICE SUPPLIES - POLICE	04/13/2023	34.62	.00	
30073	COMPLETE OFFICE OF WI	457808	OFFICE SUPPLIES - LIBRARY	04/14/2023	12.53	.00	
30073	COMPLETE OFFICE OF WI	458644	OFFICE SUPPLIES - LIBRARY	04/17/2023	8.94	.00	
30073	COMPLETE OFFICE OF WI	458646	OFFICE SUPPLIES - LIBRARY	04/17/2023	9.78	.00	
30073	COMPLETE OFFICE OF WI	461361	OFFICE SUPPLIES - LIBRARY	04/20/2023	58.79	.00	
30073	COMPLETE OFFICE OF WI	AR51372	COPY MACHINE CLERK OFFICE	04/17/2023	138.44	.00	
30073	COMPLETE OFFICE OF WI	AR51377	COPY MACHINE - LIBRARY	04/17/2023	38.94	.00	
30073	COMPLETE OFFICE OF WI	AR51378	COPY MACHINE - LIBRARY	04/17/2023	63.75	.00	
Total 30073:					425.61	.00	
30075							
30075	CONWAY SHIELDS	0402064	FIRE CAP EQUIP	01/10/2023	3,106.67	3,106.67	04/13/2023
30075	CONWAY SHIELDS	0402064	FIRE CAP EQUIP	01/10/2023	1,553.33	1,553.33	04/13/2023
Total 30075:					4,660.00	4,660.00	
30084							
30084	DELTA DENTAL OF WISCONSIN	000001938654	DENTAL - CITY	04/18/2023	944.12	944.12	04/21/2023
30084	DELTA DENTAL OF WISCONSIN	000001938654	DENTAL - UTILITIES	04/18/2023	493.11	493.11	04/21/2023
Total 30084:					1,437.23	1,437.23	
30086							
30086	DEMCO INC	7294583	MATERIALS SUPPLIES - LIBRAR	04/17/2023	148.71	148.71	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 30086:					148.71	148.71	
30115							
30115	EMERGENCY MEDICAL PRODU	2526354	MEIDCAL SUPPLIES - FIRE	03/28/2023	50.34	50.34	04/13/2023
Total 30115:					50.34	50.34	
30119							
30119	ENVIROTECH EQUIPMENT	22-0020946	GARAGE LARGE EQUIPMENT R	03/28/2023	1,070.47	1,070.47	04/13/2023
Total 30119:					1,070.47	1,070.47	
30135							
30135	GALE/CENGAGE LEARNING	80960939	BOOKS - LIBRARY	03/28/2023	24.80	24.80	04/06/2023
30135	GALE/CENGAGE LEARNING	80997374	BOOKS - LIBRARY	04/03/2023	52.78	52.78	04/13/2023
30135	GALE/CENGAGE LEARNING	81032921	BOOKS - LIBRARY	04/11/2023	123.96	123.96	04/21/2023
Total 30135:					201.54	201.54	
30136							
30136	GALLS LLC	023963315	UNIFORMS - POLICE	03/24/2023	25.04	25.04	04/13/2023
30136	GALLS LLC	024013374	UNIFORMS - POLICE	03/29/2023	23.95	23.95	04/13/2023
Total 30136:					48.99	48.99	
30150							
30150	GREAT AMERICA FINANCIAL SE	33881181	COPY MACHINE - LIBRARY	04/19/2023	157.59	157.59	04/21/2023
Total 30150:					157.59	157.59	
30163							
30163	HORNUNGS GOLF PRODUCTS	528045	EVERGREEN GOLF MATERIALS	03/31/2023	756.75	756.75	04/13/2023
30163	HORNUNGS GOLF PRODUCTS	528045	DISCOUNT	03/31/2023	15.13-	15.13-	04/13/2023
Total 30163:					741.62	741.62	
30164							
30164	HORST DISTRIBUTING INC	101632-000	GOLF COURSE MATERIALS	04/14/2023	906.30	.00	
30164	HORST DISTRIBUTING INC	101635-000	GOLF COURSE MATERIALS	04/14/2023	600.30	.00	
Total 30164:					1,506.60	.00	
30165							
30165	HOSPITAL SISTERS HEALTH SY	STMT040523	BLOOD DRAW	04/05/2023	232.50	232.50	04/13/2023
Total 30165:					232.50	232.50	
30173							
30173	INDWIS INC	STMT033123	INDWIS INC. - GF-CONTRACT-B	03/31/2023	5,600.00	5,600.00	04/06/2023
30173	INDWIS INC	STMT033123	INDWIS INC. - GF-CONTRACT-B	03/31/2023	1,200.00	1,200.00	04/06/2023
Total 30173:					6,800.00	6,800.00	
30193							
30193	KWIK TRIP INC	STMT040223	GAS & OIL - POLICE	04/02/2023	22.05	22.05	04/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 30193:					22.05	22.05	
30204							
30204	LANGUAGE LINE SERVICES	10969639	TRANSLATION SERVICES	03/31/2023	54.35	54.35	04/21/2023
Total 30204:					54.35	54.35	
30216							
30216	MARCO	33753612	OFFICE SUPPLIES - POLICE	03/31/2023	152.90	152.90	04/13/2023
Total 30216:					152.90	152.90	
30227							
30227	MENARDS	67323	EQUIPMENT MAINTENANCE	04/03/2023	92.22	92.22	04/06/2023
30227	MENARDS	67333	BUILD MAINT - LIBRARY	04/03/2023	54.79	54.79	04/06/2023
30227	MENARDS	67398	PARKS MATERIALS	04/04/2023	560.36	560.36	04/06/2023
30227	MENARDS	67467	EQUIPMENT MAINTENANCE	04/06/2023	261.72	261.72	04/13/2023
30227	MENARDS	68002	CAP C TREE IMPROVEMENTS	04/18/2023	370.50	.00	
30227	MENARDS	68002	CITY HALL BUILDING MAINT	04/18/2023	33.43	.00	
30227	MENARDS	68063	GARAGE HARDWARE & TOOL	04/19/2023	43.10	.00	
Total 30227:					1,416.12	969.09	
30238							
30238	MONARCH LIBRARY SYSTEM	415899	MARKETING - LIBRARY	04/06/2023	144.00	144.00	04/13/2023
Total 30238:					144.00	144.00	
30247							
30247	NAPA AUTO PARTS OF SHEBOY	985674	GARAGE LARGE EQUIPMENT R	03/24/2023	53.31	53.31	04/06/2023
30247	NAPA AUTO PARTS OF SHEBOY	985675	GARAGE LARGE EQUIPMENT R	03/24/2023	230.27	230.27	04/06/2023
30247	NAPA AUTO PARTS OF SHEBOY	986009	GARAGE LARGE EQUIPMENT R	03/28/2023	49.38-	49.38-	04/06/2023
30247	NAPA AUTO PARTS OF SHEBOY	986325	SUPPLIES	03/31/2023	19.49	19.49	04/06/2023
30247	NAPA AUTO PARTS OF SHEBOY	986331	GARAGE HARDWARE & TOOL	03/31/2023	22.18	22.18	04/06/2023
Total 30247:					275.87	275.87	
30280							
30280	PLYMOUTH INTERGENERATIO	STMT040423	ELECTION FOOD	04/04/2023	671.00	671.00	04/13/2023
Total 30280:					671.00	671.00	
30281							
30281	PLYMOUTH MUNICIPAL BAND	STMT042423	PLYMOUTH MUNICIPAL BAND	04/24/2023	6,000.00	.00	
Total 30281:					6,000.00	.00	
30288							
30288	PRAIRIE STATES ENTERPRISE	PRAIRIE STA 2	Prairie States Admin Fees Utility	03/15/2023	728.66	728.66	03/31/2023
30288	PRAIRIE STATES ENTERPRISE	PRAIRIE STA 2	Prairie States Premium Fees Utilit	03/15/2023	8,649.27	8,649.27	03/31/2023
30288	PRAIRIE STATES ENTERPRISE	PRAIRIE STA 2	Prairie States Admin Fees City Ma	03/15/2023	1,029.65	1,029.65	03/31/2023
30288	PRAIRIE STATES ENTERPRISE	PRAIRIE STA 2	Prairie States Premium Fees City	03/15/2023	11,864.32	11,864.32	03/31/2023
Total 30288:					22,271.90	22,271.90	
30290							
30290	PREVEA HEALTH	24331	DRUG SCREEN-RANDOM	04/17/2023	44.00	44.00	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30290	PREVEA HEALTH	24331	DRUG SCREEN-IT	04/17/2023	22.00	22.00	04/21/2023
30290	PREVEA HEALTH	24331	CENTER FOR HEALTH AND WE	04/17/2023	485.02	485.02	04/21/2023
30290	PREVEA HEALTH	24332	DRUG SCREEN-DPW	04/17/2023	22.00	22.00	04/21/2023
30290	PREVEA HEALTH	24332	DRUG SCREEN-RANDOM	04/17/2023	44.00	44.00	04/21/2023
30290	PREVEA HEALTH	24332	DRUG SCREEN-GOLF COURSE	04/17/2023	110.00	110.00	04/21/2023
30290	PREVEA HEALTH	24332	DRUG SCREEN-PD	04/17/2023	22.00	22.00	04/21/2023
30290	PREVEA HEALTH	24332	CENTER FOR HEALTH AND WE	04/17/2023	908.02	908.02	04/21/2023
Total 30290:					1,657.04	1,657.04	
30299							
30299	RAY OHERRON CO INC	2260107	TRAINING - POLICE	03/24/2023	625.37	625.37	04/13/2023
30299	RAY OHERRON CO INC	2260107	UNIFORMS - POLICE	03/24/2023	1,268.83	1,268.83	04/13/2023
30299	RAY OHERRON CO INC	2260549	UNIFORMS - POLICE	03/27/2023	731.23	731.23	04/13/2023
30299	RAY OHERRON CO INC	2260785	TRAINING - POLICE	03/29/2023	160.09	160.09	04/13/2023
30299	RAY OHERRON CO INC	2260785	UNIFORMS - POLICE	03/29/2023	320.18	320.18	04/13/2023
30299	RAY OHERRON CO INC	2262066	TRAINING - POLICE	04/04/2023	192.37	192.37	04/13/2023
30299	RAY OHERRON CO INC	2262066	BICYCLE MAINTENANCE	04/04/2023	320.60	320.60	04/13/2023
30299	RAY OHERRON CO INC	2263689	UNIFORMS - POLICE	04/11/2023	705.00	.00	
30299	RAY OHERRON CO INC	2263779	UNIFORMS - POLICE	04/12/2023	54.49	.00	
Total 30299:					4,378.16	3,618.67	
30321							
30321	SERENITY FARM LANDSCAPIN	23-1341	CAP C TREE IMPROVEMENTS	04/07/2023	4,875.00	4,875.00	04/21/2023
Total 30321:					4,875.00	4,875.00	
30324							
30324	SHEBOYGAN COUNTY CLERK	APRIL 2023 D	DOG LICENSE	04/11/2023	3,988.00	3,988.00	04/13/2023
Total 30324:					3,988.00	3,988.00	
30335							
30335	SHEBOYGAN COUNTY TREASU	59271807870	CC TAX BILL PAYMENT	04/18/2023	304.34	304.34	04/21/2023
30335	SHEBOYGAN COUNTY TREASU	STMT033123	COURT DISBURSEMENT	03/31/2023	807.60	807.60	04/06/2023
Total 30335:					1,111.94	1,111.94	
30350							
30350	STATE OF WI COURT FINES & S	STMT033123	MONTHLY DISBURSEMENT - C	03/31/2023	1,826.64	1,826.64	04/06/2023
Total 30350:					1,826.64	1,826.64	
30355							
30355	SUPERIOR VISION INSURANCE	0000723451	VISION - CITY	04/14/2023	223.82	223.82	04/21/2023
30355	SUPERIOR VISION INSURANCE	0000723451	VISION - UTILITIES	04/14/2023	118.98	118.98	04/21/2023
Total 30355:					342.80	342.80	
30357							
30357	SYNCHRONY BANK	011000032386	PARKS EQUIPMENT REPAIR &	03/24/2023	4.98	4.98	04/06/2023
Total 30357:					4.98	4.98	
30372							
30372	THE PENWORTHY CO LLC	0589490-IN	BOOKS - LIBRARY	04/03/2023	1,568.88	1,568.88	04/06/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 30372:					1,568.88	1,568.88	
30411							
30411	WI DEPT OF JUSTICE - TIME	455TIME-0000	OP SUP - POLICE	04/10/2023	358.50	.00	
Total 30411:					358.50	.00	
30423							
30423	WISCONSIN DEPARTMENT OF	STMT033123	OFFICE SUPPLIES - POLICE	03/31/2023	7.00	7.00	04/13/2023
Total 30423:					7.00	7.00	
30434							
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES CITY HALL	03/30/2023	3,623.24	3,623.24	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES GARAGE	03/30/2023	1,649.32	1,649.32	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES GOLF	03/30/2023	34.83	34.83	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES LIBRARY	03/30/2023	786.64	786.64	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES POOL	03/30/2023	31.56	31.56	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES SKI HILL	03/30/2023	77.01	77.01	04/06/2023
30434	WISCONSIN PUBLIC SERVICE	4530917766	UTILITIES YOUTH CENTER	03/30/2023	243.30	243.30	04/06/2023
Total 30434:					6,445.90	6,445.90	
30456							
30456	ZR LLC	602	REPAIR SIDEWALK	04/16/2023	2,100.00	2,100.00	04/21/2023
Total 30456:					2,100.00	2,100.00	
50049							
50049	EMERGENCY LIGHTING & ELEC	220136	FIRE DEPARTMENT EQUIPMEN	04/03/2023	294.40	294.40	04/21/2023
50049	EMERGENCY LIGHTING & ELEC	220136	FIRE DEPARTMENT EQUIPMEN	04/03/2023	147.20	147.20	04/21/2023
Total 50049:					441.60	441.60	
50106							
50106	MIDWEST TAPE LLC	503579078	AV - LIBRARY	03/31/2023	43.97	43.97	04/06/2023
50106	MIDWEST TAPE LLC	503585403	DIGITAL CONTENT - LIBRARY	04/01/2023	618.75	618.75	04/06/2023
50106	MIDWEST TAPE LLC	503626064	AV - LIBRARY	04/11/2023	116.20	116.20	04/21/2023
50106	MIDWEST TAPE LLC	503630382	AV - LIBRARY	04/11/2023	22.49	22.49	04/21/2023
50106	MIDWEST TAPE LLC	503639284	AV - LIBRARY	04/14/2023	100.70	100.70	04/21/2023
Total 50106:					902.11	902.11	
91542							
91542	BELL LUMBER & POLE CO	INV-018413	35' POLE - CLASS 4 NRP	04/03/2023	9,936.00	9,936.00	04/21/2023
91542	BELL LUMBER & POLE CO	INV-018413	50' POLE - CLASS 1 NRP	04/03/2023	13,783.00	13,783.00	04/21/2023
Total 91542:					23,719.00	23,719.00	
91886							
91886	PLYMOUTH JOINT SCHOOL DIS	STMT041423	MOBILE HOME LOTTERY CRED	04/14/2023	2,946.22	2,946.22	04/21/2023
Total 91886:					2,946.22	2,946.22	
92012							
92012	CAINS BRIDAL WREATH	001861	MCKNIGHT FUNERAL	03/27/2023	47.50	47.50	04/06/2023
92012	CAINS BRIDAL WREATH	001862	FLORAL SERVICE-MEMORIAL	03/27/2023	73.34	73.34	04/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
92012	CAINS BRIDAL WREATH	001862	FLORAL SERVICE-MEMORIAL	03/27/2023	36.66	36.66	04/13/2023
Total 92012:					157.50	157.50	
92121							
92121	VERMEER-WISCONSIN INC	20267538	TREE CONTROL ROW - TRAINI	03/30/2023	130.00	130.00	04/06/2023
Total 92121:					130.00	130.00	
92133							
92133	ENDURACLEAN INC	15282	PARKS JANITORIAL	04/10/2023	245.15	.00	
Total 92133:					245.15	.00	
92174							
92174	AIRGAS USA LLC	9995713027	BOTTLED GAS CYLINDER RENT	03/31/2023	68.28	68.28	04/21/2023
92174	AIRGAS USA LLC	9995833243	BOTTLED GAS CYLINDER RENT	03/31/2023	65.10	65.10	04/13/2023
92174	AIRGAS USA LLC	9995833243	BOTTLED GAS CYLINDER RENT	03/31/2023	49.43	49.43	04/13/2023
Total 92174:					182.81	182.81	
92503							
92503	GIBBSVILLE IMPLEMENT INC	13213	STREET REPAIR OPERATING S	04/04/2023	731.68	731.68	04/21/2023
Total 92503:					731.68	731.68	
92648							
92648	VIKING ELECTRIC SUPPLY INC	S006794665.0	2500' TRACER WIRE	03/30/2023	487.78	487.78	04/13/2023
92648	VIKING ELECTRIC SUPPLY INC	S006794665.0	DISCOUNT	03/30/2023	9.76-	9.76-	04/13/2023
Total 92648:					478.02	478.02	
92717							
92717	VERIZON WIRELESS	9930409597	PHONE FIRE	03/18/2023	35.99	35.99	04/13/2023
Total 92717:					35.99	35.99	
92820							
92820	TERRASPATIAL TECHNOLOGIE	20180696	MONTHLY USER FEES	04/25/2023	1,000.00	1,000.00	04/13/2023
Total 92820:					1,000.00	1,000.00	
92881							
92881	MIDSTAR PRINTING	12552	BLANK INVOICES	04/07/2023	124.50	124.50	04/13/2023
Total 92881:					124.50	124.50	
92957							
92957	FRONTIER	STMT041923	MONITORING SERVICE	04/07/2023	95.48	95.48	04/21/2023
92957	FRONTIER	STMT042523	MONITORING SERVICE	04/16/2023	204.99	.00	
92957	FRONTIER	STMT042523A	WELL MONITORING	04/19/2023	153.06	.00	
Total 92957:					453.53	95.48	
92982							
92982	HOPP NEUMANN HUMKE LLP	10745-001M 1	LEGAL SERVICE	04/05/2023	4,679.50	4,679.50	04/21/2023
92982	HOPP NEUMANN HUMKE LLP	10745-005M 1	LEGAL SERVICE	04/05/2023	84.00	84.00	04/21/2023
92982	HOPP NEUMANN HUMKE LLP	10745-013M 1	LEGAL SERVICE	04/13/2023	3,213.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
92982	HOPP NEUMANN HUMKE LLP	10745-076M 1	LEGAL SERVICE	04/05/2023	1,574.50	1,574.50	04/21/2023
Total 92982:					9,551.50	6,338.00	
92989							
92989	VACUUM PUMP & COMPRESSO	116609-00	FILTER BLD COMPRESSOR	03/24/2023	5,245.00	5,245.00	04/06/2023
92989	VACUUM PUMP & COMPRESSO	116609-00	FREIGHT	03/24/2023	388.14	388.14	04/06/2023
Total 92989:					5,633.14	5,633.14	
93036							
93036	SEERA	STMT041223	FOCUS ON ENERGY PAYMENT	04/12/2023	5,586.54	5,586.54	04/13/2023
Total 93036:					5,586.54	5,586.54	
93269							
93269	DAN KRAEMER	STMT040423	WIND CREDIT PAYMENT	04/04/2023	432.85	432.85	04/06/2023
Total 93269:					432.85	432.85	
93377							
93377	SHRED IT USA	8003729958	PAPER SHREDDING SERVICE	04/18/2023	138.68	.00	
Total 93377:					138.68	.00	
93432							
93432	ADVANCED DISPOSAL SVCS S	0078465-4172-	CONTRACT - GARBAGE	04/04/2023	26,377.47	26,377.47	04/13/2023
93432	ADVANCED DISPOSAL SVCS S	0078465-4172-	CONTRACT - RECYCLING	04/04/2023	9,637.32	9,637.32	04/13/2023
93432	ADVANCED DISPOSAL SVCS S	0078465-4172-	HOUSING AUTHORITY - GARBA	04/04/2023	345.00	345.00	04/13/2023
93432	ADVANCED DISPOSAL SVCS S	0078465-4172-	FUEL SURCHARGE	04/04/2023	720.30	720.30	04/13/2023
93432	ADVANCED DISPOSAL SVCS S	0078469-4172-	WASTE DISPOSAL SERVICE	04/04/2023	306.03	306.03	04/13/2023
93432	ADVANCED DISPOSAL SVCS S	0078469-4172-	WASTE DISPOSAL SERVICE	04/04/2023	393.58	393.58	04/13/2023
Total 93432:					37,779.70	37,779.70	
93556							
93556	EHLERS INVESTMENT PARTNE	STMT041923	INVESTMENT FEES	03/31/2023	857.27	857.27	04/21/2023
93556	EHLERS INVESTMENT PARTNE	STMT041923A	INVESTMENT FEES	03/31/2023	2,662.88	2,662.88	04/21/2023
Total 93556:					3,520.15	3,520.15	
93618							
93618	JL BUSINESS INTERIORS INC	36479	UTILITY OFFICE FURNITURE-TI	04/19/2023	1,264.04	.00	
93618	JL BUSINESS INTERIORS INC	36479	CITY OFFICE FURNITURE-TIM	04/19/2023	1,264.04	.00	
93618	JL BUSINESS INTERIORS INC	36480	GIS FURNITURE	04/19/2023	3,618.25	.00	
Total 93618:					6,146.33	.00	
93665							
93665	ITSAVVY LLC	01416784	AXIOM AX	04/06/2023	113.22	113.22	04/13/2023
Total 93665:					113.22	113.22	
93718							
93718	SUNBELT SOLOMON SERVICES	370994	PCB DISPOSAL	03/24/2023	7,261.84	7,261.84	04/21/2023
Total 93718:					7,261.84	7,261.84	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
93838							
93838	NORTH CENTRAL LABS OF WI I	485542	LABORATORY SUPPLIES	04/06/2023	219.78	219.78	04/13/2023
Total 93838:					219.78	219.78	
93845							
93845	HYDRO CORP INC	0071608-IN	CROSS CONNECTION PROGRA	03/31/2023	1,083.00	1,083.00	04/06/2023
Total 93845:					1,083.00	1,083.00	
93877							
93877	INFOSEND INC	233107	BILL MAILING SERVICE	03/31/2023	4,138.13	4,138.13	04/21/2023
Total 93877:					4,138.13	4,138.13	
94128							
94128	FORSTER ELECTRICAL ENGIN	24532	SUBSTATION #5 PERMITTING	03/30/2023	1,402.50	1,402.50	04/13/2023
94128	FORSTER ELECTRICAL ENGIN	24533	SUBSTATION #5 PERMITTING	03/30/2023	715.00	715.00	04/13/2023
94128	FORSTER ELECTRICAL ENGIN	24546	SUBSTATION #2	04/04/2023	1,553.75	1,553.75	04/13/2023
Total 94128:					3,671.25	3,671.25	
94138							
94138	COUNTRY EQUIPMENT SERVIC	19728	GARAGE GAS & OIL	03/31/2023	25.98	25.98	04/13/2023
94138	COUNTRY EQUIPMENT SERVIC	19728	EVERGREEN GOLF COURSE E	03/31/2023	104.36	104.36	04/13/2023
Total 94138:					130.34	130.34	
94248							
94248	BOBCAT OF JANESVILLE	02-253051	TREE CONTROL EQUIP REPAIR	04/12/2023	340.80	340.80	04/21/2023
Total 94248:					340.80	340.80	
94363							
94363	GAPPA SECURITY SOLUTIONS	27125	PARKS MATERIALS	03/31/2023	1,410.00	1,410.00	04/06/2023
Total 94363:					1,410.00	1,410.00	
94428							
94428	CORE & MAIN LP	S556380	FREIGHT	03/23/2023	100.00	100.00	04/21/2023
Total 94428:					100.00	100.00	
94491							
94491	H & R SAFETY SOLUTIONS INC	7816	GARAGE OPERATIONAL SUPPL	04/11/2023	142.80	.00	
Total 94491:					142.80	.00	
94573							
94573	DIGICORP INC	345640	FORTISWITCH-108F-FPOE	03/29/2023	479.00	479.00	04/06/2023
94573	DIGICORP INC	345640	FORTICARE SUPPORT	03/29/2023	52.00	52.00	04/06/2023
94573	DIGICORP INC	345640	SHIPPING	03/29/2023	13.62	13.62	04/06/2023
94573	DIGICORP INC	345794	FORTINET FORTIAP-231F	03/31/2023	533.00	533.00	04/21/2023
94573	DIGICORP INC	345794	FORTINET FORTIAP-231F SUPP	03/31/2023	57.00	57.00	04/21/2023
94573	DIGICORP INC	345794	FORTISWITCH 108F	03/31/2023	885.00	885.00	04/21/2023
94573	DIGICORP INC	345794	FORTISWITCH 108F SUPPORT	03/31/2023	96.00	96.00	04/21/2023
94573	DIGICORP INC	345799	FORTISWITCH 108F POE W/ 1 Y	03/31/2023	531.00	531.00	04/21/2023
94573	DIGICORP INC	345799	FORTIGATE 100F W/ SUPPORT	03/31/2023	2,034.00	2,034.00	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
94573	DIGICORP INC	345799	FORTIGATE 100F W/ SUPPORT	03/31/2023	2,034.00	2,034.00	04/21/2023
94573	DIGICORP INC	345799	FREIGHT	03/31/2023	18.00	18.00	04/21/2023
Total 94573:					6,732.62	6,732.62	
94621							
94621	COUNTRY VISIONS	5932	TREE CONTROL ROW MATERIA	04/12/2023	234.99	234.99	04/21/2023
94621	COUNTRY VISIONS	5932	CEMETERY MATERIALS	04/12/2023	234.99	234.99	04/21/2023
Total 94621:					469.98	469.98	
94625							
94625	MARCO TECHNOLOGIES LLC N	INV10803342	OFFICE SUPPLIES - FIRE	01/23/2023	34.96	34.96	04/21/2023
94625	MARCO TECHNOLOGIES LLC N	INV10803342	OFFICE SUPPLIES - FIRE	01/23/2023	17.47	17.47	04/21/2023
94625	MARCO TECHNOLOGIES LLC N	INV11086788	PRINTER CONTRACT	04/10/2023	372.61	372.61	04/21/2023
Total 94625:					425.04	425.04	
95024							
95024	THE UNIFORM SHOPPE	332276	UNIFORMS - FIRE	03/14/2023	49.30	.00	
95024	THE UNIFORM SHOPPE	332276	UNIFORMS - FIRE	03/14/2023	24.65	.00	
Total 95024:					73.95	.00	
95121							
95121	NELSON & ASSOCIATES, LLC	3047	UNIFORMS - POLICE	12/17/2022	304.00	304.00	04/21/2023
95121	NELSON & ASSOCIATES, LLC	3085	UNIFORMS - POLICE	12/03/2022	1,314.05	1,314.05	04/21/2023
95121	NELSON & ASSOCIATES, LLC	3110	UNIFORMS - POLICE	04/08/2023	260.00	260.00	04/21/2023
Total 95121:					1,878.05	1,878.05	
95125							
95125	FALLS ACE HARDWARE	24777	TOOLS	03/31/2023	95.96	95.96	04/06/2023
Total 95125:					95.96	95.96	
95256							
95256	STRYKER SALES CORPORATIO	11345297 DM	FIRE EMS SUPP GRANT	10/19/2022	17,310.48	17,310.48	04/13/2023
Total 95256:					17,310.48	17,310.48	
95275							
95275	SCOTT OLIG	12885935103C	ENERGY STAR INCENTIVE - W	03/29/2023	65.00	65.00	04/06/2023
Total 95275:					65.00	65.00	
95398							
95398	OFFICE DEPOT INC	305276958001	COPY PAPER	04/07/2023	319.92	319.92	04/21/2023
Total 95398:					319.92	319.92	
95436							
95436	JIM'S GOLF CARS, INC	405	GOLF COURSE - EQUIPMENT	03/31/2023	157.94	157.94	04/13/2023
Total 95436:					157.94	157.94	
95575							
95575	KLINGSPOR	4515483	GARAGE TOOL & HARDWARE	04/03/2023	443.30	443.30	04/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 95575:					443.30	443.30	
95714							
95714	TRANSUNION RISK AND ALTER	1355047-2023	OPERATING SUPPLIES - POLIC	04/01/2023	75.00	75.00	04/13/2023
Total 95714:					75.00	75.00	
95778							
95778	PLAYAWAY PRODUCTS LLC	424777	AV - LIBRARY	04/05/2023	55.99	55.99	04/21/2023
Total 95778:					55.99	55.99	
95854							
95854	ALTEC SUPPLY	12264398	FIBERGLASS CLEANER	04/12/2023	150.66	150.66	04/21/2023
95854	ALTEC SUPPLY	12264398	FIBERGLASS WAX	04/12/2023	168.19	168.19	04/21/2023
95854	ALTEC SUPPLY	12264398	FREIGHT	04/12/2023	35.07	35.07	04/21/2023
Total 95854:					353.92	353.92	
95884							
95884	LANGE ENTERPRISES OF WIS	83215	STREET SIGNS & MARKINGS M	03/29/2023	1,113.92	1,113.92	04/13/2023
Total 95884:					1,113.92	1,113.92	
95899							
95899	TERESE SHAW	STMT033123	PETTY CASH - POLICE	03/31/2023	110.97	110.97	04/06/2023
95899	TERESE SHAW	STMT041423	PETTY CASH - POLICE	04/14/2023	43.25	43.25	04/21/2023
Total 95899:					154.22	154.22	
95917							
95917	BADGER LABORATORIES INC	23-006219	WATER SAMPLES	04/12/2023	420.00	420.00	04/21/2023
Total 95917:					420.00	420.00	
95940							
95940	GORDON FLESCH COMPANY IN	IN14161110	COPY MACHINE	04/17/2023	291.79	291.79	04/13/2023
Total 95940:					291.79	291.79	
95960							
95960	EDLER INVESTMENTS LIMITED	STMT040423	SOLAR CREDIT PAYMENT	04/04/2023	81.00	81.00	04/06/2023
Total 95960:					81.00	81.00	
96025							
96025	MATT MATZDORF	3880146110A	REFUND OVERPAYMENT	04/05/2023	158.54	158.54	04/06/2023
Total 96025:					158.54	158.54	
96029							
96029	HEALTH PAYMENT SYSTEMS, I	City 03.02.23_	Health Pymt Systems City	03/02/2023	13,374.41	13,374.41	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.07.23_	Health Pymt Systems City	03/07/2023	242.59	242.59	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.13.23_	Health Pymt Systems City	03/13/2023	166.42	166.42	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.15.23_	Health Pymt Systems City	03/15/2023	9,156.49	9,156.49	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.21.23_	Health Pymt Systems City	03/21/2023	264.09	264.09	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.23.23_	Health Pymt Systems City	03/23/2023	1,057.84	1,057.84	03/31/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96029	HEALTH PAYMENT SYSTEMS, I	City 03.28.23_	Health Pymt Systems City	03/28/2023	295.09	295.09	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 03.30.23_	Health Pymt Systems City	03/30/2023	3,720.01	3,720.01	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 03.02.23_A	Health Pymt Systems Utility	03/02/2023	1,659.19	1,659.19	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 03.15.23_A	Health Pymt Systems Utility	03/15/2023	1,157.46	1,157.46	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 03.21.23_A	Health Pymt Systems Utility	03/21/2023	573.97	573.97	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 03.23.23_A	Health Pymt Systems Utility	03/23/2023	366.70	366.70	03/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 03.30.23_A	Health Pymt Systems Utility	03/30/2023	3,118.83	3,118.83	03/31/2023
Total 96029:					35,153.09	35,153.09	
96031							
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-CP-02	Navitus Pharmacy Claims City 2/1	03/06/2023	45.91	45.91	03/31/2023
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-CP-02	Navitus Pharmacy Claims Utility 2	03/06/2023	15.22	15.22	03/31/2023
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-CP-03	Navitus Pharmacy Claims City 3/1	03/21/2023	263.02	263.02	03/31/2023
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-CP-03	Navitus Pharmacy Claims Utility 3	03/21/2023	59.26	59.26	03/31/2023
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-PM-03	Navitus Pharmacy Admin Fees Cit	03/21/2023	329.22	329.22	03/31/2023
96031	NAVITUS HEALTH SOLUTIONS	NVCOP-PM-03	Navitus Pharmacy Admin Fees Uti	03/21/2023	212.40	212.40	03/31/2023
Total 96031:					925.03	925.03	
96044							
96044	JOSEPH AND JOSEPH DENTAL	STMT040323	RESTITUTION	04/03/2023	33.32	33.32	04/06/2023
Total 96044:					33.32	33.32	
96045							
96045	GARY BACKHAUS	STMT040323	RESTITUTION	04/03/2023	33.32	33.32	04/06/2023
Total 96045:					33.32	33.32	
96100							
96100	MPOWER TECHNOLOGIES INC	5188	INTEGRATOR AND EDITOR DEP	03/31/2023	2,681.25	2,681.25	04/06/2023
Total 96100:					2,681.25	2,681.25	
96160							
96160	LAWSON PRODUCTS INC	9310472307	GARAGE TOOL & HARDWARE	03/28/2023	174.39	174.39	04/06/2023
96160	LAWSON PRODUCTS INC	9310529224	GARAGE LARGE EQUIPMENT R	04/17/2023	19.46	19.46	04/21/2023
Total 96160:					193.85	193.85	
96195							
96195	FRANK OR BARBARA PRAHL	2882526003A	ENERGY STAR INCENTIVE - R	04/24/2023	25.00	.00	
Total 96195:					25.00	.00	
96197							
96197	MEAD & HUNT	346591	DIGESTER ROOF - ENGINEERI	04/11/2023	1,045.00	1,045.00	04/13/2023
Total 96197:					1,045.00	1,045.00	
96203							
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	O-RING 2-119	02/21/2023	3.81	3.81	04/06/2023
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	O-RING 2-115	02/21/2023	3.81	3.81	04/06/2023
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	DOUBLE BOW RETAINER	02/21/2023	6.03	6.03	04/06/2023
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	CHAIN, 14"	02/21/2023	28.82	28.82	04/06/2023
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	BAR, 14"	02/21/2023	51.50	51.50	04/06/2023
96203	ARROWHEAD AERIAL PRODUC	8811-AAP	FREIGHT	02/21/2023	37.20	37.20	04/06/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96203:					131.17	131.17	
96204							
96204	DAVID & LYNN TROCHTA	8885184203	SOLAR METER ERROR CREDIT	04/04/2023	895.39	895.39	04/06/2023
Total 96204:					895.39	895.39	
96205							
96205	JENNIFER RIZZI	10883667603	ENERGY STAR INCENTIVE - R	03/29/2023	25.00	25.00	04/06/2023
Total 96205:					25.00	25.00	
96206							
96206	WENDY PFEIFER	6886425208	ENERGY STAR INCENTIVE - D	03/29/2023	25.00	25.00	04/06/2023
Total 96206:					25.00	25.00	
96207							
96207	JONATHAN ARNHOELTER	STMT040423	SOLAR CREDIT PAYMENT	04/04/2023	252.49	252.49	04/06/2023
Total 96207:					252.49	252.49	
96208							
96208	STEVE ZIMMERMANN	STMT040423	SOLAR CREDIT PAYMENT	04/04/2023	52.65	52.65	04/06/2023
Total 96208:					52.65	52.65	
96209							
96209	TRAFFIC ANALYSIS & DESIGN I	13999	TRAFFIC SIGNAL STUDY	03/31/2023	3,558.00	3,558.00	04/13/2023
Total 96209:					3,558.00	3,558.00	
96210							
96210	ETHAN OR ALLAN DEMUNCK	STMT041723	REIMBURSEMENT PARKING TI	04/17/2023	5.00	5.00	04/21/2023
Total 96210:					5.00	5.00	
96211							
96211	JOSH & ALYSSA DEVRIEND	6884231302	ENERGY STAR INCENTIVE - RE	04/17/2023	25.00	25.00	04/21/2023
Total 96211:					25.00	25.00	
96213							
96213	DALE SCHMIDT	7881094203	ENERGY STAR INCENTIVE - CW	04/24/2023	65.00	.00	
Total 96213:					65.00	.00	
Grand Totals:					373,452.70	352,419.35	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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CITY OF PLYMOUTH- PLYMOUTH UTILITIES

The above listed checks and ACH is in payment of the Utilities' accounts and are hereby approved with the following exceptions:

Exceptions:

THE FINANCE COMMITTEE

Dated: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.GL account = "0100100001000"- "2200567002200", "2400111000000"- "8000232000000"

UNOFFICIAL MINUTES

FINANCE & PERSONNEL COMMITTEE OF THE PLYMOUTH COMMON COUNCIL

TUESDAY APRIL 25, 2023 @ 6:30 P.M.

1. **Call to order and roll call:** Mayor Pohlman called the meeting to order at 6:30 PM. On call of the roll, the following members were present: Mayor Pohlman, John Nelson, Jeff Tauscheck, Greg Hildebrand, and Mike Penkwitz. Also present were: Alder. Angie Matzdorf, City Administrator/Utilities Manager Tim Blakeslee and Clerk/Deputy Treasurer Anna Voigt.
2. **Approval of meeting minutes for March 14, 2023 meeting:** Motion was made by Hildebrand/Penkwitz to approve minutes from March 14, 2023. A unanimous aye vote was cast. Motion carried.
3. **Appoint a Chairperson:** Mayor Pohlman opened the floor for nominations. Hildebrand nominated John Nelson for Chairperson. Penkwitz/Tauscheck made a motion to elect Nelson as Chairperson and to close nominations. A unanimous aye vote was cast. Motion carried.
4. **Discussion and Recommendation regarding revisions to the transient merchant requirements related to farmers market events:** Blakeslee explained that a transient merchant is defined in City Code as a person who sells products for immediate delivery to individual residences or to persons on the street, including the sale of food from a mobile food vehicle. A transient merchant must obtain a permit with a cost of \$75 to sell within the city. The permit is valid on the date approved through December 31st and must be renewed on a yearly basis. Currently the Plymouth Farmers Market is operated by the Sheboygan Interfaith Organization in a private lot near Dairy Queen on Thursdays from noon-5 PM. From mid-June through mid-October. The Plymouth Farmers Market typically consists of agricultural products, which are exempt from the Transient Merchant permit. The Sheboygan Interfaith Organization would like to extend an invitation to craft vendors and food vendors to enhance the Plymouth Farmers Market. A request was made that the City of Plymouth consider amending the code to allow for a \$5 fee per event per vendor, which would mimic what is currently approved in the City of Sheboygan. Hildebrand stated he thought the amount should stay \$75 for people who are going door to door selling things. Blakeslee stated the organization has tried a few different locations and they haven't worked. Alder. Matzdorf asked to speak, she stated this is kind of the last chance the organization is trying to get it to work in the city. Tauscheck asked a few questions. One being if the \$5 is even worth it and how much of the time of City Staff it would take? Blakeslee stated that the \$5 is something so not just anyone will apply to sell crafts on the corner and say it's a farmers' market. The idea is that the organization will fill out the form and collect the money to submit in one lump once a year. Nelson stated that it sounds like the consensus is everyone would like the farmers market to succeed and to get more information and bring it back to council.
5. **Adjournment:** Pohlman/Tauscheck made a motion to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

UNOFFICIAL MINUTES

PLYMOUTH REDEVELOPMENT AUTHORITY CITY OF PLYMOUTH, WISCONSIN

THURSDAY APRIL 27, 2023

- 1. Call to order and roll call:** Chairman Gentine called the meeting to order at 7:30 AM. Members present were Lee Gentine, Donna Hahn, John Nelson, Randy Schwoerer, and Ronna O'Toole. Tim Blakeslee, Anna Voigt, Mary Hauser, Jenna Schram and Emmitt Feldner were also in attendance.
- 2. Approval of Meeting Minutes from the December 1, 2022 meeting:** Motion was made by Nelson/Schwoerer to approve the minutes from December 1. A unanimous aye vote was cast. Motion carried.
- 3. Discussion/Action regarding resolution 2023-1 regarding 133 E Mill St. Asset Purchase Agreement and Trademark Usage Agreement:** The City transferred the HC Laack building, 133 E Mill St, to the SCEDC in 2016. The project received a \$300,000 grant from USDA Rural Development, \$100,000 grant from the WI Economic Development Corporation, \$300,000 in state historical tax credits and close to \$2 million in donations. As a result, 133 E Mill St property was restored and developed into what is currently the Cheese Counter and Dairy Heritage Center and several apartments. In December of 2022 the City purchased the building back from SCEDC with the intention to sell the property quickly. A newly created non-profit organization, the Plymouth Cheese Counter Foundation, approached the City with a concept for continuing to run the Cheese Counter. The nonprofit board of directors would consist of representatives from Plymouth's cheese companies. The Common Council approved a sale of 133 E Mill St. The RDA must also approve a resolution for the Asset Purchase Agreement and a Trademark Usage Agreement. Attorney Fieber stated that there is language in the agreement that if the foundation fails the City can buy back the structure. Nelson asked if the Trademark Usage was for the Cheese Counter to own. Blakeslee replied this was just for them to use it. Gentine stated that the manager of the Cheese Counter will remain to be Jenna. She will work with the foundation. Schram spoke a little bit about how the Cheese Counter was doing and thanked the RDA and City for everything. Motion was made by Nelson/Schwoerer to approve Resolution 2023-1. A unanimous aye vote was cast. Motion carried.
- 4. Discussion regarding RDA hosting Revolving Loan Fund (RLF) Program:** Blakeslee explained that the City of Plymouth has a Business Revolving Loan Fund (RLF) that has gone defunct as a result of changes in state/federal guidelines. Currently, the City has three outstanding loans established under the prior program guidelines. In 2019, the City was notified that it was not subject to the restrictions of CBGD-CLOSE program. Staff has been working with Brian Doudna with SCEDC to develop a new City of Plymouth Revolving Loan Program. State Statutes provides authority to a City to make loans for certain purposes. An RLF program is not specifically identified as one of them. An RDA is specifically permitted in state law to host in RLF. Staff is looking for direction from RDA if they are interested in hosting an RLF program. Blakeslee stated that there has been interest in the community already. Gentine stated the RDA should be thrilled to host it and asked what the turnaround would be to get the program started. Blakeslee answered it would be quickly, because there are people who are interested.

5. Discussion/Action regarding repainting of the cow and RDA funding to support:

Blakeslee explained Antoinette the Cow serves as one of the City's tourist attractions and needs to be repainted. The last time the cow was painted was 2004. The City does not have funds to repaint the cow, so staff wants to gauge the RDA's interest in finding and funding a local artist to complete the repainting. WPPI Energy noted that they would commit \$1,000 to repainting through their local initiatives program. The committee was interested in the repainting and Gentine would get a quote.

6. Discussion regarding a potential pocket park at the Strutz Financial Building:

Blakeslee explained that the City owns the former Strutz Financial Building. The building is in blighted condition, has water damage, and sits in the floodway. A community effort was made several years ago to demolish the building and turn it into a shelter, but it quickly became cost prohibitive. In November staff applied for a new Vibrant Spaces Grant program. Staff worked with an engineering consultant to develop a draft concept plan and budget for the space. It is intended that demolition would begin in 2023. Fieber added that since the building is in a floodplain there are not a lot of restrictions of what can be done with the building.

7. Communication – Letters, E-mails, or Reports Related to the Redevelopment Authority (Staff, Chairperson, Members etc.):

Gentine mentioned they are working on getting lighting to the arch.

8. Adjournment: Motion was made by Hahn/Schwoerer to adjourn. A unanimous aye vote was cast. Motion carried.

Contracted inspection fees from the office of Pete Scheuerman

Permits	Date	Address	Name	City Of Plymouth	April 2023	Fees	Contract	City
				Description	Value			
23048	3/28	1107 Riverview	Bertucci	Drain Tile	3,495.00	\$55.00	\$50.00	\$5.00
23049	3/28	114 Depot	Campbell	Elect Panel	3,000.00	\$82.00	\$74.00	\$8.00
23050	3/30	422 South	Mueller	Furn./AC	7,638.00	\$55.00	\$50.00	\$5.00
Z23051	3/31	727 Killdeer	Seymour	Fence	11,700.00	\$35.00	\$30.00	\$5.00
23052	4/3	118 Stafford	Burkhart	HVAC	9,375.00	\$60.00	\$54.00	\$6.00
Z23053	4/4	811 Chaplin	Schroeder	Fence	7,000.00	\$35.00	\$30.00	\$5.00
23054	4/5	615 S Milwaukee	Slupski	Windows	5,893.00	\$36.00	\$32.40	\$3.60
23055	4/5	607 Krumrey	Noster	Sind/Win/Deck	25,000.00	\$465.00	\$418.50	\$46.50
23056	4/5	One Persnickety	Sargento	Sprinkler	29,195.00	\$105.00	\$30.00	\$75.00
23057	4/10	110 Orchard	Steinke	Elect Panel	2,000.00	\$55.00	\$50.00	\$5.00
23058	4/10	420 Western	Hansen	Renewal	12,000.00	\$30.00	\$27.00	\$3.00
23059	4/10	2793 Eastern	Scooter	New Coffee Shop	400,000.00	\$1,182.00	\$1,074.00	\$108.00
23060	4/10	1121 Riverview	Streeck	Deck	34,345.00	\$110.00	\$100.00	\$10.00
23061	4/10	124 S Bruns	Buser	Mixer Valve	7,620.00	\$55.00	\$50.00	\$5.00
23062	4/10	405 North	Hoefler	Reroof	8,000.00	\$48.00	\$43.20	\$4.80
23063	4/11	2219 Songbird	Holzman	Reroof	41,000.00	\$246.00	\$221.40	\$24.60
Z23064	4/11	102 E Prospect	Baler	Fence	8,900.00	\$35.00	\$30.00	\$5.00
23065	4/11	236 High	Longie	Garage Wire	3,500.00	\$55.00	\$50.00	\$5.00
23066	4/13	1404 Pilgrim	Mellinum	Addition 2	1,500,000.00	\$3,612.00	\$3,148.00	\$464.00
23067	4/13	1325 Kensington	Abraham	Reroof	14,550.00	\$90.00	\$81.00	\$9.00
Z23068	4/13	512 Summit	Hackbait	Fence	1,000.00	\$35.00	\$30.00	\$5.00
23069	4/14	229 Fairview	Shed Co. Fair	Rearing Wall	45,550.00	\$55.00	\$50.00	\$5.00
23070	4/14	213 Mill	Shovan	Remodel	16,000.00	\$110.00	\$100.00	\$10.00

23071	4/18	1172 Hummingbird	Krueger	Bsmt. Remodel	18,000.00	\$220.00	\$200.00	\$20.00
23072	4/19	134 Stafford	Renewing	Windows	12,700.00	\$78.00	\$70.20	\$7.80
23073	4/19	820 Chaplin	Ferguson	Windows	9,961.00	\$60.00	\$54.00	\$6.00
Z23074	4/19	149 Willowbrook	Knowlton	Fence	2,000.00	\$35.00	\$30.00	\$5.00
23075	4/19	116 E Mill	Cozy Bar	Elect.	3,000.00	\$82.00	\$74.00	\$8.00
Z23076	4/19	116 E Mill	Cozy Bar	Fence	1,000.00	\$35.00	\$30.00	\$5.00
23077	4/24	342 Ann Dr.	Koll	Windows	12,500.00	\$78.00	\$70.20	\$7.80
z23078	4/21	121 Selma	Marquart	Fence	2,500.00	\$35.00	\$30.00	\$5.00
23079	4/24	104 Lolie	Schultz	Windows	4,000.00	\$30.00	\$27.00	\$3.00
Z23080	4/25	20 Fredrick	Schroeder	Fence	2,000.00	\$35.00	\$30.00	\$5.00
23081	4/26	503 Maple	Gordon	Reroof	15,000.00	\$90.00	\$81.00	\$9.00
23082	4/27	9 Terrace	Horneck	Sewer	10,000.00	\$55.00	\$50.00	\$5.00
23082		9 Terrace	Horneck	Fine		55.00	0.00	55.00
23083	4/27	115 Tumbler Ridge	Rutta	Bsmt. Remodel	50,000.00	\$220.00	\$200.00	\$20.00

2,339,422.00 \$7,754.00 \$6,769.90 \$984.10

23059 Deposit Coffee Shop 1000

No. of All Building Permits	34
Valuation of all Building Permits <i>including commercial additions and remodeling</i>	\$439,422.00
No. of New Single Family Homes	0
Valuation of all New Home <i>including Two Families</i>	\$0.00
No. of New Multiple Family Buildings	0
No. of Units	0
Valuation of all Multiple Family	\$0.00
No. of New Commercial/Industrial Buildings	1
Valuation of all Commercial/Industrial Buildings	\$400,000.00
No. of Addition to Commercial Industrial Bldg.	1
Valuation of Additions	\$1,500,000.00
Total Permits	36
Total Value	\$2,339,422.00

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



Telephone: (920) 893-1271
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

Sidewalk Café Permit License Application

License Term Expires: April 14, 2024

Fee: \$50.00

Section 1 – Applicant Information

Applicant Name: Patrick O'Toole

Owner of Premise: CHAS DALE

Telephone Number: 920.838.5112 Email Address: MOXIE@MOXIE-CAFE.COM

Trade Name of Business: The Fig and The Pear, LLC DBA MOXIE

Address of Tavern/Restaurant: 301 EAST MILL STREET

Legal Description or Tax ID No. of Property: 83-3699228

Current Zoning of Property: _____

Section 2 - Proposed Operation of Sidewalk Café, Use of Property, and Scale Drawing

Licenses – Attach copies of all applicable licenses requested below

Current Sheboygan County Department of Health License Number: BSTR-CYHMEF

Current Alcohol Beverage License Number (required if applicant intends to sell alcohol beverages in Sidewalk Café): 33

Section 3 – Attachments and Applicant Signature

Attachments to include with application

- Scale Drawing/Photographs and Details of Sidewalk Café Permit Area
- Certificate of Insurance
- Hold Harmless Agreement

Applicant Signature: [Signature] Date: 4.15.2023

Owner of Premises Signature: Brenda Dale Date: 4/18/23
(if different from applicant)

City of Plymouth

City of Plymouth County of Sheboygan State of Wisconsin Licenses

WHEREAS, the City of Plymouth, County of Sheboygan, State of Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class the following Licenses:

Issued To:

THE FIG AND THE PHEASANT, LLC	301 E MILL ST PLYMOUTH, WI 53073
PATRICK O'TOOLE Agent	

Trade Name:

MOXIE	301 E MILL ST PLYMOUTH, WI 53073
-------	-------------------------------------

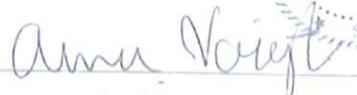
License Type	License No	Effective	Expires	Fee
Class B Combination	33	10/12/2022	06/30/2023	
Beer				
Liquor				\$300.00
Publication fee				\$18.00
Reserve liquor				\$10,000.00

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises: **Main floor at register. Refrigerated cases, shelves on main floor and store room, shelves down stairs and store room, and outside seating with permit.**

WHEREAS, this license is subject to all resolutions, ordinances, regulations and provisions as may be at any time imposed by the local governing body or any laws of the State of Wisconsin, and is subject to revocation as provided by law.

Given under my hand and the corporate seal
Of the City of Plymouth,
County of Sheboygan, this 12th of October, 2022

Total fee: \$10,318


Anna Voigt



SHEBOYGAN COUNTY DEPARIMENI



SHEBOYGAN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

License, Permit or Registration

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below

ACTIVITY Retail Food - Serving Meals - Moderate	EXPIRATION DATE 30-Jun-2023	ID NUMBER BSTR-C4HMEE
LICENSEE MAILING ADDRESS THE FIG AND THE PHEASANT LLC PO BOX 384 PLYMOUTH WI 53073	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS MOXIE 301 E MILL ST PLYMOUTH WI 53073

All Permits expire on June 30th, it is the responsibility of the licensee to make sure all applicable fees are received by the department by the date of permit expiration or a late payment fee will be assessed

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

SHEBOYGAN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
1011 N 8TH ST
SHEBOYGAN, WI 53081-4006
(920)459-3207

* Include the name of your facility and the ID number.



Hold Harmless / Indemnification Agreement

The undersigned applicant acknowledges that the City of Plymouth has granted a license permitting the applicant permission to operate a sidewalk Café within public right-of-way and/or on public property in the City of Plymouth. It is understood that the granting of the license is conditioned upon the applicant agreeing to indemnify and hold the City and its officers and employees harmless from any and all claims, suits, or actions for damage of injury that may be occasioned by any activity carried on under the terms of the license.

It is understood and agreed that the undersigned applicant shall save the City of Plymouth harmless and indemnify the City for any loss, cost or damage that may arise out of or in connection with the activity carried on under the terms of the license. Further, the undersigned hereby releases the City, its agents, and employees from any liability whatsoever associated with the activity related to the sidewalk café and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the licensee's use of the City streets, sidewalks, public ways, right-of-way, and/or public property. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement.

Dated this 25th day of April, 2023

SIGNATURE(S)*

BY: 

BY: _____

Print Name:

PATRICK O'TOOLE

Print Name:

*If this is for a corporation, this form must be signed by the President and an Officer of the Corporation.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2023 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } plymouth
 Village of }
 City of }

County of Sheboygan Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>81-1062071</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100.00</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>18.00</u>
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Travis hambrecht Uncle Dino's pizza llc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>hambrecht</u>	<u>Travis</u>	<u>mark</u>	<u>501 Madison Ave P.O. Box 307 WI 53011</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Uncle Dinos pizza Business Phone Number 920 892-6866
 2. Address of Premises 19th Milwaukee st Post Office & Zip Code Plymouth WI 53073

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

3 Story mill building with 3 car attached garage
Restaurant operates only on first floor. Alcohol will be
stored in Refrigerators in garage and dining area to be
consumed in dining area and outdoor patio

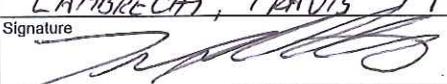
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2016 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>LAMBRECHT, TRAVIS M</u>	Title/Member <u>OWNER</u>	Date <u>04-12-2023</u>
Signature 	Phone Number <u>920 948-3176</u>	Email Address <u>travislambrecht@yahoo.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/18/23</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Spillman 7
CCAF

3G. / 05-09-23

pd cc

Form
AT-200

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

P23-00007

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Panko Enterprises, DBA Sweet Basil

Reason for Cancellation of Appointed Agent

New Agent

The undersigned appoints Sara Immel as agent in accordance with sec. 125.04(6), Wis. Stats.

Jill Swanson
Signature of President / Member

1/31/2023
Date

Section 2: Agent Information and Acknowledgement

Agent Name

Sara Immel

Mailing Address	City or Post Office	State	Zip Code
29 Birch Lane	Plymouth	WI	53073

Agent Questions	Yes	No
1. Are you of legal drinking age?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been convicted of a federal law violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Have you ever been convicted of a state law violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Have you ever been convicted of a local ordinance violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ...	<input checked="" type="checkbox"/>	<input type="checkbox"/>

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Sweet Basil and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Sara Immel
Signature of Agent

1/31/2023
Date

Section 3: Licensing Authority Approval

Municipality Name

Signature of Official

Date

Title of Official



Application for Event

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

Applicant Name Dick Abhold Phone Number 920 254 4229
 Address 1247 Hill and Dale Rd #2 City Plymouth Zip 53073
 Are you a 501 (C-3) non-profit organization? No Yes Tax Exempt # N/A

I have included my organization's proof of insurance with this form.
 I am exempt from requiring proof of insurance because _____
Proof will be given within 2 weeks of event (Clerk/Treas. Initials)

Authorized Agent _____ Home Phone _____
 Bus. Phone _____
 Address Same as Above City _____ Zip _____
 Point of contact at Event (if different than Agent) N/A

- Type of Event: (Check all appropriate blocks) Public Private
- Athletic Activity (tournament, sports event)
 - Block Party
 - Financial Gain Event (map required)
 - Community/Park Event
 - Parade/Street Closing (map required)
 - Runs/Walks (map required)
 - Business/Organization Event
 - Other _____

Event Date(s): 8/12/23 Start/End Time: 9am - 5pm
 Name of Activity DIRE DYES OPEN #3 Purpose: Disc Golf Tournament
 Assembly Area Meyers Park Dispersal Area: Meyers Park
 Estimated Attendance 100 throughout the Day No. of Parade Units: 0
 Location of Block Party N/A
 (Block off - street from - street to)

Check all appropriate boxes:

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Yes | No | Yes | No |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- Quantity
- *Requires Special Permit

The applicant named on this application will be responsible for the conduct of the special event and for the condition of the facility. We will not deny anyone the benefits of, or otherwise 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 body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless, the City of Plymouth and each and every of its elected, and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally for and against any and all claims, causes of action, actions, liabilities, demand, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorney's fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, incidents, activities, and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the City of Plymouth and each and every of its elected and appointed officials, employees, and agents, regardless of when and where, occurring or arising from this event.
 The public event applicant shall submit a general liability insurance policy certificate in the amount of \$1 million dollars naming the City of Plymouth as an additional insured party. The applicant for this public event must be 18 years of age. Any misrepresentation of public events described in this application occurring in City of Plymouth parks or facilities will be just cause for future denial of rental agreements with the City of Plymouth.

Date 5/1/23 Signature [Signature]
 (Must be Applicant or Duly Authorized Agent) 06/18



APPLICATION FOR STREET USE PERMIT

Date 5-1-23

- 1. Applicant/Applicants Name:
- Address:
- Phone:

Patrick Campbell / PT Campbells Depot
114 DEPOT ROAD
946-4818

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

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

- 4. The date and duration of time for which the requested use of the street is proposed to occur: May 29th MEMORIAL Day 10-2

- 5. An accurate description of that portion of the street proposed to be used: DEED TO STAFFORD STR.

- 6. The approximate number of persons for whom use of the proposed street area is requested: Hopefully Lots

- 7. The proposed use, described in detail, for which the Street Use Permit is requested: DRIVE THRU BMT Fry

\$25.00 Fee – Receipt No. 6004073 Date 5/1/2023

Recommendation – Director of Public Works [Signature]

Recommendation – Chief of Police [Signature]

Date of Council approval _____

Email Street Superintendent _____



Finance Director

Department:	City of Plymouth/Plymouth Utilities	FLSA Status:	Exempt
Division:	Administrative	Job Status:	Non-Bargaining Unit
Reports to:	City Administrator/Utilities Manager	Location:	Plymouth Utilities Operations Center
Prepared by:	City Administrator/Utilities Manager	Approved by:	Plymouth Common Council
Date:	December 12, 2013 Revised April 20, 2023	Date:	

GENERAL DESCRIPTION

The Finance Director assists in the development and implementation of financial management functions of the City of Plymouth and Plymouth Utilities. This includes budget preparation, oversight of financial reporting and accounting; A/P, A/R, payroll, assists with cash management and investments, debt management, asset management, internal reviews of accounting controls and practices, and coordination of the annual audit. The Finance Director provides complex financial support to the City Administrator/Utilities Manager, Common Council, and City/Utilities Staff. The Finance Director serves as a member of the Management Team and exercises direct supervision over the Staff Accountants and the City Treasurer.

JOB FUNCTIONS

The following duties and responsibilities are not to be construed as exclusive or all-inclusive. Other duties and responsibilities may be assigned and required.

Examples of Essential Job Functions

- Provide financial and budgeting expertise to the City Administrator/Utilities Manager, Common Council, various City Committees, Department Heads and Managers, as it relates to the City of Plymouth/Plymouth Utilities.
- Direct the maintenance and operation of the general accounting system. Oversee the daily processing of accounts payable and receivables. Perform or oversee all duties relating to the preparation, auditing, and processing of disbursements, receipts and journal entries.
- Determine cash flow needs and insure availability of funds. Assist the City Administrator/Utilities Manager in the investment of excess funds and monitor and ensure compliance with investment policy.
- Oversee and direct monthly customer utility billing function and payroll process and system.
- Prepare and provide monthly or quarterly financial statements and balance sheets.
- Oversee and direct all financial functions and duties in the preparation and development of the annual budget in partnership with the City Administrator/Utilities Manager. Monitor expenditures against approved budget and general cost effectiveness standards to assure efficient use of budgeted funds. Participate in the forecast of funds needed for staffing, equipment, materials, and supplies.
- Prepare, oversee, and direct the preparation of all tax, fiscal, regulatory, and other required financial reports.
- Oversee and direct the preparation of various reconciling schedules throughout the year and at year end to facilitate the annual audit. Oversee and direct development of various reports for financial analysis of various revenue and expense aspects.
- Ensure compliance with federal and state financial regulations.
- Oversee and direct the preparation of pertinent financial information related to bond sales, rate analysis, and other financial studies. Monitor bond funds and coordinate bond payments, report financial status of bond projects and funding to the City Administrator/Utilities Manager on a regular basis.

- Plan, direct, coordinate, and review the work plan for the finance staff; assign work activities, projects and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Train, motivate, and evaluate assigned personnel; provide or coordinate staff training when needed; work with employees to correct deficiencies; implement discipline according to city policy in conjunction with Human Resources.
- Recommend modifications to financial policies or financial operations, policies, and procedures as appropriate.
- Respond to and resolve difficult and sensitive citizen/customer inquiries and complaints related to utility billing.

OTHER DUTIES

- Upon request of the City Administrator/Utilities Manager, attend a variety of committee or council meetings and prepare and present financial reports or necessary financial correspondence related to issues relevant to the city and utilities finances.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of operational characteristics, services, and activities of a city and/or public utility; principles and practices of general, governmental and public utility industry accounting policies and standards; principles and practices of customer service; contract administration; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, accounting programs; principles of supervision, training, and performance evaluation; pertinent federal, state, and local laws, codes, and regulations related to the financial operations of a public utility, including Wisconsin Public Service Commission regulations and GASB standards.
- Ability to oversee and participate in the management of a public utility; oversee, direct, and coordinate the work of lower level staff; assist in selection of lower level staff, supervise, train, and evaluate assigned staff; participate in the development and administration of department goals, objectives, and procedures; participate in the preparation of budgets and administration; operate office equipment, analyze problems, identify alternative solutions, consequences of proposed actions and implement recommendations in support of goals, research, analyze and evaluate financial management methods and techniques; interpret and apply federal, state, and local policies, laws, and regulations; communicate clearly and concisely, both orally and in writing and maintain effective working relationship with those contacted in the course of work.

EDUCATION AND TRAINING

- A Bachelor's degree in accounting with five or more years of progressively responsible government/utility accounting or auditing experience, including supervision of staff. Graduate degree, CPA and/or professional certifications preferred.
- Office experience which regularly requires the ability to communicate orally and in writing with a variety of people, as well as frequent interaction with the general public.
- Ability to use Microsoft Suite programs and Accounting Software.
- Valid Wisconsin Driver's License.

WORKING CONDITIONS

- Environment: Work is performed in a standard office setting; may work irregular hours or nightly committee meetings.
- Physical: Primary function require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to operate automobile; and to verbally communicate to exchange information.

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: The job description has been prepared to assist in evaluating various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty required of the position. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. Nothing contained herein is intended or shall be construed to create or constitute a contract.

Resolution No. 9 of 2023

World Migratory Bird Day Resolution

- **Whereas**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*
- **Whereas**, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*
- **Whereas**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*
- **Whereas**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*
- **Whereas**, public awareness and concern are crucial components of migratory bird conservation, *and*
- **Whereas**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, *and*
- **Whereas**, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*
- **Whereas**, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*
- **Whereas**, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*
- **Whereas**, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

NOW THEREFORE I, Don Pohlman, as Mayor of the City of Plymouth, do hereby proclaim May, 2023 as

World Migratory Bird Day

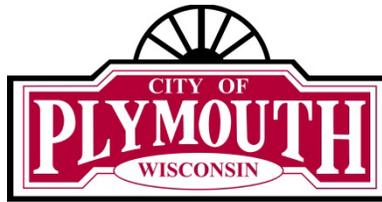
in the City of Plymouth, and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Dated this _____ day of _____ in the year _____

Signed _____

Title _____

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: May 2, 2023
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Farmers Market Event Application and Ordinance Discussion

Background: At the Finance and Personnel Committee meeting on April 25, 2023 there was a discussion regarding adjusting the transient merchant permit for farmers market events in Plymouth. The consensus at the committee level was to move forward with an ordinance change, but that the Common Council should hear from Sheboygan County Interfaith Organization (SCIO) regarding the challenges and opportunities of the farmers market in Plymouth. In the meantime, the SCIO has submitted an event application as a result of a pending relocation of the Farmers Market. For discussion at the meeting:

1. *Action Item - Review and approval the event application as presented:* The map provided (Attachment 1) shows that the majority of the farmers market will be in the Riverwalk Center (noted as Location 1) and Mill Street Transfer Building (noted as location 2) which are private parking lots. The use of the private parking lots does not require Common Council approval. What does require Common Council approval is the requested usage of several stalls of the parking structure behind at the Mill Street Transfer Building which is owned by the City of Plymouth (noted as Location 3). SCIO noted this location would be used for spillover vendors should the market fill up location 1 and 2. Prior the meeting, the SCIO is going to meet with the businesses of Mill Street Transfer Building to discuss the proposal.
2. *Discussion Item - Continued to discussion with the SCIO regarding the requested revision of the transient merchant process:* As a reminder, the SCIO would like to extend an invitation to craft vendors and food vendors to enhance the Plymouth Farmers Market in a similar manner to the City of Sheboygan. Currently, each craft or food vendor would be required to pull a \$75 Transient Merchant Permit to sell at the farmer's market. A request was made that the City of Plymouth consider amending the code to allow for a \$5.00 fee per event per vendor for approved Farmers Market events, which would mimic what is currently approved in the City of Sheboygan. SCIO will be present at the meeting and will discuss the future of the market and the process of how they would remit vendor fees to the City.

Staff Recommendation: Approve the Event Application for the Farmers Market as presented and direct staff to proceed with drafting an ordinance revising the transient merchant process related to farmers markets.

Attachments:

1. Proposed Event Map
2. Event Application
3. Event Insurance

- #1 2-4 vendors
- #2 2-3 vendors
- #3 overflow





Application for Public Event

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

Applicant Name Sheboygan County Interfaith Org Phone Number 920.457.7272
Address 1251 Geele Ave City Sheboygan Zip 53083
Are you a 501 (C-3) non-profit organization? [] No [] Yes Tax Exempt #

[] I have included my organization's proof of insurance with this form.
[] I am exempt from requiring proof of insurance because

Authorized Agent Home Phone
Bus. Phone
Address City Zip
Point of contact at Event (if different than Agent)

Type of Event: (Check all appropriate blocks)
[] Athletic Activity (tournament, sports event) [] Parade/Street Closing (map required)
[] Block Party [] Runs/Walks (map required)
[] Financial Gain Event (map required) [X] Other Farmers Market
[] Community/Park Event

Event Date(s): Thursdays, 6/15-10/12 Start/End Time: Set up-approximately 2pm 3pm-6pm
Name of Activity SCIO Farmers Market Purpose: provide local products
Assembly Area Dispersal Area:
Estimated Attendance No. of Parade Units: NA
Location of Block Party Riverwalk Center-front parking lot & back parking lot
(Block off - street from - street to)

Check all appropriate boxes:
Yes No Yes No
[] [X] Admission/Entry Fee [] [X] Fireworks
[] [X] Financial Gain Activity [] [X] Amusement Rides
[] [X] Concession Sales [X] [] Setting Up Tents
[X] [] Vendor Displays/Sale [] [X] Amplification Equipment
[] [X] Electricity Needed [] [X] Musical Bands
[] [X] Portable Toilets [] [X] Horses/Animals
[] [X] Street Closure [] [X] Snowmobiles/ATV's
[] [X] Barricades Needed () [] [X] Beer Sales*
Quantity *Requires Special Permit

The applicant named on this application will be responsible for the conduct of the special event and for the condition of the facility. We will not deny anyone the benefits of, or otherwise 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 body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless, the City of Plymouth and each and every of its elected, and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally for and against any and all claims, causes of action, actions, liabilities, demand, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorney's fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, incidents, activities, and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the City of Plymouth and each and every of it's elected and appointed officials, employees, and agents, regardless of when and where, occurring or arising from this event.
The public event applicant shall submit a general liability insurance policy certificate in the amount of \$1 million dollars naming the City of Plymouth as an additional insured party. The applicant for this public event must be 18 years of age. Any misrepresentation of public events described in this application occurring in City of Plymouth parks or facilities will be just cause for future denial of rental agreements with the City of Plymouth.

Date Signature Kara Stephan (Must be Applicant or Duly Authorized Agent)

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: May 2, 2023
TO: Mayor and Common Council
FROM: Tim Blakeslee, City Administrator/Utilities Manager
RE: Approval of Strutz Building Demolition Donation

Background: The City owns the former Strutz Financial building north of Stayer Jr. Park. The building is in blighted condition, has water damage, and sits in the floodway. A community effort was made several years ago to demolish the building and turn it into a shelter, but it quickly become cost prohibitive.

In November, Staff received information about the new Vibrant Spaces Grant program currently being offered by the State of Wisconsin. The new Vibrant Spaces Grant, a pilot program within the Community Development Investment (CDI) Grant Program, is designed to assist with creating vibrant and engaging communities. Grants in amounts from \$25,000 to \$50,000 are available to help local communities develop and enhance public spaces.

The City is still waiting on a decision regarding the grant, but in the meantime a private donor who wishes to remain anonymous has agreed to demolish the Strutz Financial Building as an in-kind contribution as part of this project. The site will be brought to grade and grass will be planted. There will be minor Staff time spent to shut off utilities. The City will also work on a way to delineate the area to prevent cars from driving on the space.

Staff Recommendation: Approve raising the Strutz Financial Building on Parcel 59271813530 and accepting the donated demolition work.

Attachments:

1. Proposed Demolition Donation

Construction Bid Form

Owner Information

Name City of Plymouth
Address 535 Krumrey St
City, State ZIP Plymouth, WI 53073
Phone _____
Email _____

Project name Demolition of Strutz Building

Contractor Information

Company Dad's Excavating
Name David Suemnicht
Address N8364 WI-67
City, State ZIP Elkhart Lake, WI 53020
Phone 920-377-0249
Email daidsuemnicht@gmail.com

Completion date _____

Scope of Work

Bid Includes: Demolition of building, dumpster and disposal fees, removal of block walls to 2 feet lower than pavement, haul in sand fill, clay and topsoil to finish grade.

Not Included

Unforeseen obstacles

Company Proposal

We, Dad's Excavating Inc. propose the above scope of work, to be completed for the amount of Total Amount. \$14,500.00

David Suemnicht _____

4/22/2023
Date

Owner Acceptance

I, City of Plymouth, do accept the above scope of work, proposed to be completed for the amount of Total Amount. \$14,500.00

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: May 4, 2023
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **Stormwater Maintenance Agreement – Greystone Addition Second Addition**

In 2018 the City and Hillcrest Plymouth LLC entered into a Development Agreement for Greystone 2nd Addition and Greystone Condominiums. In that agreement, a Stormwater Management and Maintenance Agreement was required and shall be recorded against the property in the Sheboygan County Register of Deeds Office.

The Stormwater Management and Maintenance Agreement requires that the on-site Stormwater Management Facility (detention basin) be adequately maintained by the Owner and/or the Owner's successors. It requires that the basin is inspected twice a year and if any work is needed to get the pond back into compliance, they are responsible to do so. If they fail to perform any corrective action work, the agreement stipulates that they City may perform the work and assess the properties.

Recommendation

To approve the Stormwater Drainage Facilities Maintenance Agreement with Hillcrest Plymouth, LLC.

Document Number

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

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

WITNESSETH

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

Name and Return Address:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: _____

With copies to: _____

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

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

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

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

Notary Public, State of Wisconsin

My Commission: 09.24.20

This Instrument Drafted By:

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

R:\CLIENT\10745\00001100139972.DOC

EXHIBIT A

Legal Description

As shown on the Condominium Plat - Storm Easement. See attached.

PLAT OF GREYSTONE CONDOMINIUM

PART OF THE NW 1/4 OF THE NE 1/4 & PART OF THE NE 1/4 OF SECTION 33, T15N, R21E, IN THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN

APRIL 23, 2018

HILL AND DALE ROAD

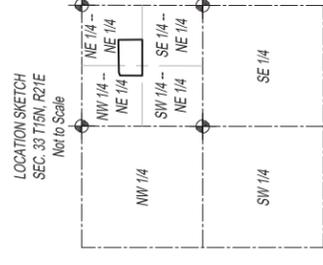
LOT 1
LOT 2
CSM V27 P290-291 DOC NO. 2033304

Part of the northwest 1/4 of the northeast 1/4 of Section 33, Town 15 North, Range 21 East in the City of Plymouth, Sheboygan County, Wisconsin, more particularly described as follows: Commencing from the northwest corner of the northeast 1/4 of Section 33, as found monumented by a 1.32in od iron pipe of record; thence S00°09'02"W, 1320.12 feet along the west line of said northeast 1/4 of Section 33 to a 2.38in outside diameter pipe at least 18in long, weighing 3.66 lb/ft, set (Set 2" IP) at the southwest corner of said northeast 1/4 of the northeast 1/4 of Section 33; thence S89°58'49"E, 1108.06 feet along the south line of said northeast 1/4 of the northeast 1/4 of Section 33 to a Set 2" IP; being the POINT OF BEGINNING; thence S89°58'49"E, 787.22 feet along the south line of said northeast 1/4 of the northeast 1/4 of Section 33 to a Set 2" IP at the southwest corner of Lot 1 of CSM V17 P55-57, recorded as Document 1577376; thence N00°30'13"W, 520.20 feet along the westerly line of said Lot 1 of CSM V17 P55-57 to a set 2in iron pipe on the southerly line of Lot 1 of CSM V27 P 290-291, recorded as Document 2033304; thence S 89° 01'15" W, 716.40 feet to the southwest corner of said Lot 1 of CSM V27 P 290-291 found monumented with a 1 inch outside diameter iron pipe; thence S89°20'54"W, 67.50 feet along the southeast line of Greystone Settlement Addition NO. 1, recorded as Document 1790221 ADDN 1, to a Set 2in iron pipe; thence S00°22'40"W, 483.87 feet to the POINT OF BEGINNING; containing 401,442 square feet more or less.

THIS INSTRUMENT PREPARED BY: TIMOTHY A. HAYES, PLS. # 3143



4-23-2018



TRACT 1 CSM V4 P110 DOCUMENT NUMBER 1020243

GREYSTONE SETTLEMENT ADDITION NO. 1 DOC. 1790221

CSM LOT 49 128 P290-300 5/4/2015 DOC. 2001618

ADDN No. 1

HILLCREST PLYMOUTH LLC GREYSTONE SETTLEMENT ADDITION NO. 2 PROPOSED

UNPLATTED LANDS

EXHIBIT B

The Stormwater Inspection and Maintenance Checklist



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

Date: _____ Time of Inspection: _____

Pond Location: _____

Inspected By: _____

Type of Inspection: Routine Storm Event

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

RATING SYSTEM:

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

OBSERVATION

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

GENERAL CONDITIONS

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

INFRASTRUCTURE INSPECTION

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

OTHER NOTES

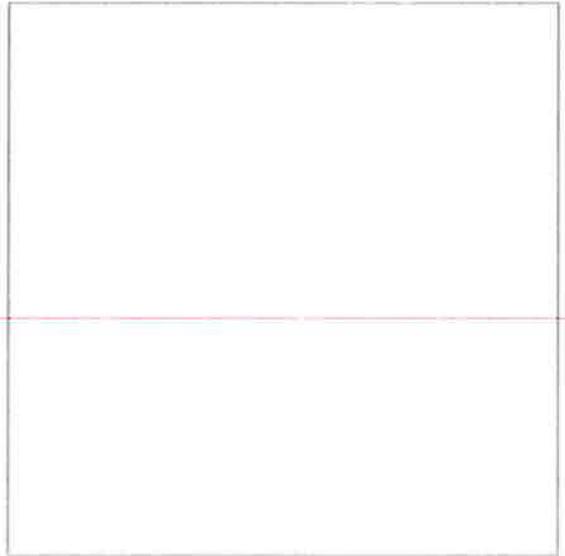
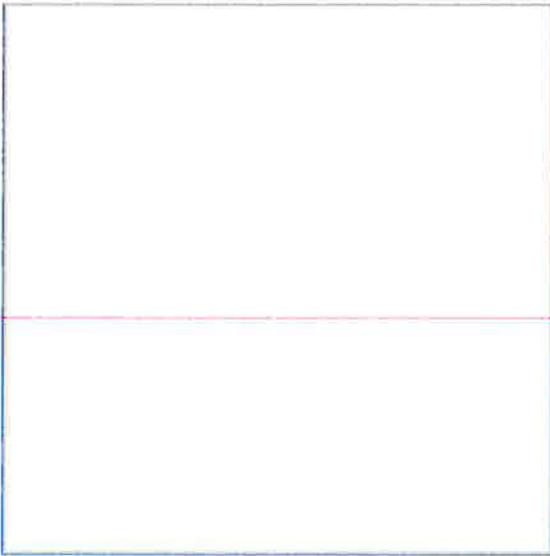
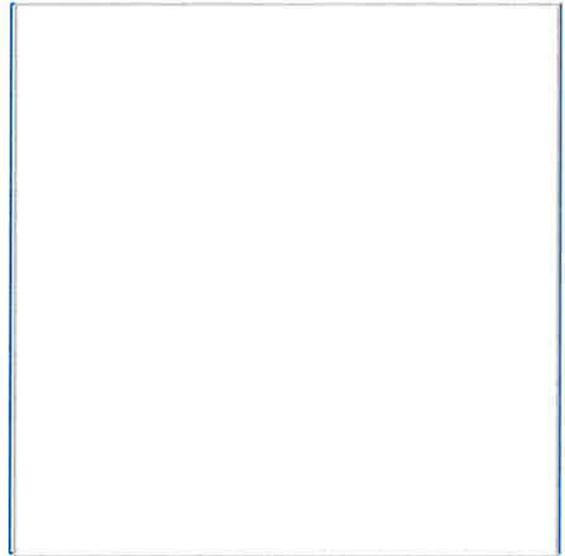
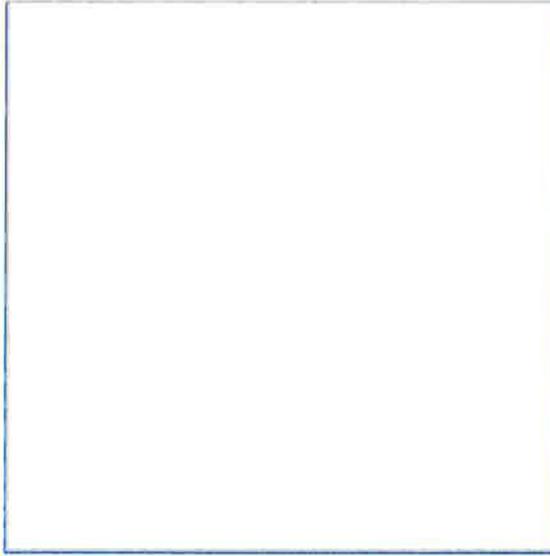
 Signature of Inspector

 Date

 Print Name

 Title

PICTURES



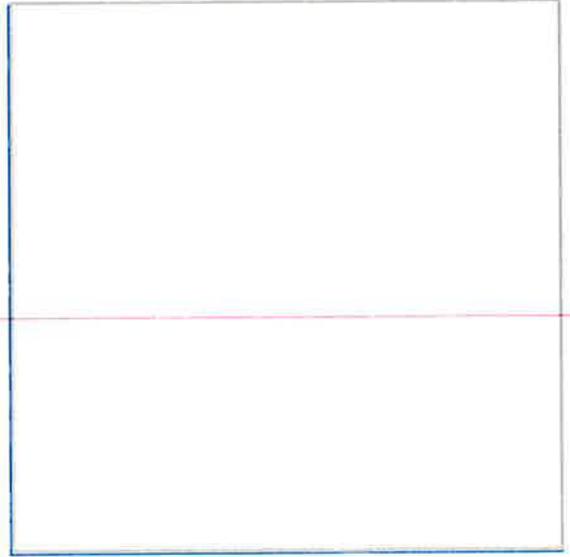
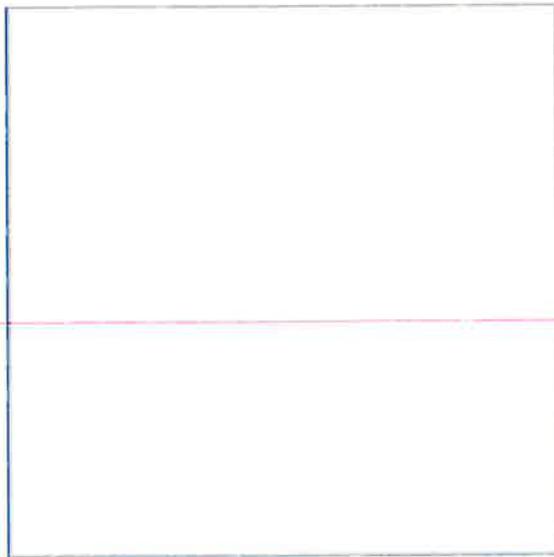
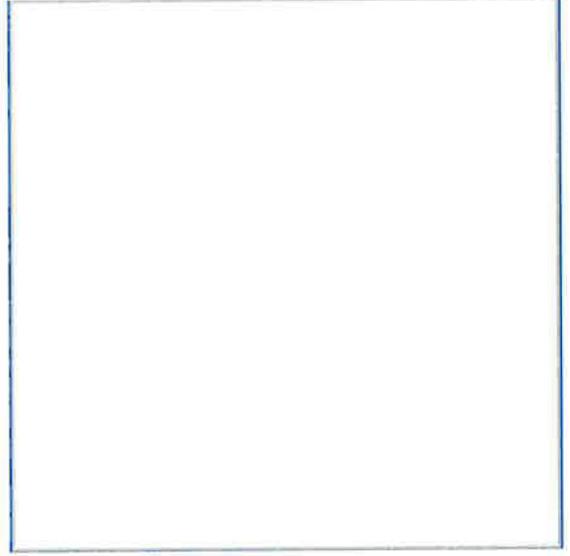
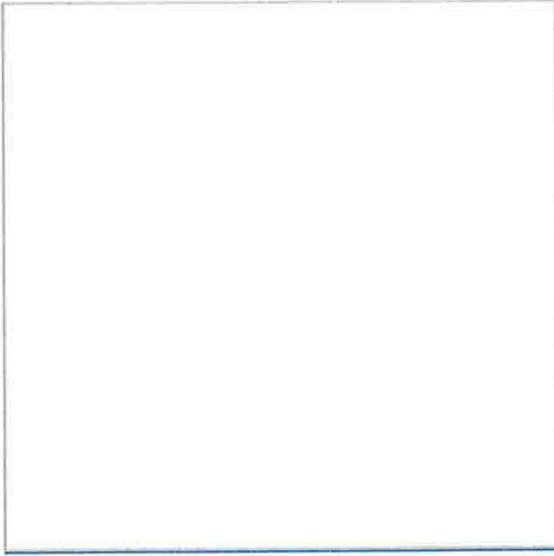


EXHIBIT C

Stormwater Maintenance Standards



EXHIBIT C: Stormwater Maintenance Standards

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

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

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

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: May 4, 2023
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2023 Capital Project: WWTP: TRANE - Chiller Replacement**

As part of the 2023 Capital Improvement Plan, funds were allocated to replace the TRANE - Chiller at the Wastewater Treatment Plant. The chiller services the entire main building, but the main area it cools is the lab room. The lab room must stay within 17-23 degrees Celsius.

The Utility received two quotes to furnish and install the unit. Below is a summary of the two quotes and attached are the full quotes.

Summary of Quotes:

Contractor	Total Amount
Aldag/Honold Mechanical, Inc.	\$48,723.00
J.F. Ahern	\$52,590.00

The 2023 Capital Budget allocated \$40,000 for this project, but again that was for only one gate. There are sufficient funds in the Sanitary Sewer budget to cover the overage.

Recommendation

To approve the proposal from Aldag/Honold Mechanical, Inc. in the amount of \$48,723.00



Unit Overview

Chiller Model	CGAM
Unit Nominal Tonnage	20 tons
Unit Type	High efficiency
Refrigeration Capacity	19.15 tons
Cooling Efficiency	10.12 EER (Btu/W-h)
IPLV.IP	13.89 EER (Btu/W-h)
NPLV.IP	13.84 EER (Btu/W-h)
Elevation	0.000 ft
Unit Frequency	60. hertz
Unit Voltage	460. volt 3 phases
Refrigerant Type	R410A
Number of compressor	2
Number of circuits	1
Number of capacity steps	2
Agency Listing	UL/CUL
Model Number	CGAM020F2**2AXD2A1A1A1AX* A1C1AXXXXXXXXXA1A3A1D1XXC* X



Evaporator Information

Evaporator Application

Std cooling

Fluid Temperatures		Flow Rate		Freeze protection	
Evaporator Leaving	44.00 F	Design Flow	48.61 gpm	Freeze protection	With freeze protection
Evaporator Entering	53.99 F	Min Flow	23.20 gpm	Fouling factor	0.0001000 hr-sq ft-deg F/ Btu
Fluid Properties		Fluid Pressure Drop		Flow switch set point	Flow switch set point 15 cm/sec
Fluid Type	Propylene glycol	Total PD evap+strainer	18.6 ft H2O	Water connection size	2.000 in
Fluid Concentration	30.00 %	Design Evap PD	14.4 ft H2O		
Freeze Point	9.19 F	Min PD	4.43 ft H2O		

Condenser Information

Unit Application	Wide ambient	Fin Material	Lanced aluminum	Number of Fans	2
Ambient Air Temp.	95.0 F	Total airflow	18883 cfm		
Field Purchased Evaporative Pre-Cooling	No Pre-Cooling				

Unit Electrical

Unit				RLA	LRA
Compressor Starter	Across the line	Incoming Power Line Conn. Type	Single point	Compressor A	18.60 A
Total Power	22.72 kW	Power Line Conn. Type	Circuit breaker	Compressor B	18.60 A
Compressor Power	20.07 kW	Short Circuit Current Option	Default		
Fan Power	2.425 kW	Short Circuit Current Rating	5000 A		
Fan FLA	3.20 A	Single Point Power MCA	50 A		
		Single Point Power MOP	60 A		

Physical Information

Dimensions		Weights		Refrigerant Charge	Oil Charge
Length	114 in	Operating Weight	2208 lb	Circuit 1	32.0 lb
Width	50 in	Shipping Weight	2185 lb		1.74 gal
Height	85 in				

Unit Acoustics (A-Weighted)

A-Weighted	Sound Power	Sound Pressure*	Unit Sound Package
100%	86 dBA	61 dBA	Super quiet

Note: In Accordance with AHRI 370

*Note: at 30 feet in free field



Warranty

Standard Warranty

Regulatory Compliance

ASHRAE 90.1

This unit complies with the efficiency requirements of ASHRAE 90.1 and CSA C743 - all versions up to 2016.

AHRI Standard 550/590

Certified in accordance with Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org

Information for LEED Projects

Refrigerant (R410A) - ckt 1	32.0 lb	ASHRAE 90.1 - all versions up to 2016
Rated Capacity (AHRI)	19.00 tons	This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.
Rated Efficiency (AHRI)	10.29 EER (Btu/W-h)	
IPLV	13.89 EER (Btu/W-h)	The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.
Refrigeration Capacity	19.15 tons	
Cooling Efficiency	10.12 EER (Btu/W-h)	
Compress Power	20.07 kW	
Fan Motor Power	2.425 kW	

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Unit contains freeze protection fluids in the evaporator with a leaving chilled fluid temperature above 32°F [0°C] and is certified when rated per the Standard with water. Certified units may be found in the AHRI Directory at www.ahridirectory.org.





May 4, 2023

Plymouth WWTP
900 CTH PP
Plymouth, WI 53073

Attn:
Re: Trane 20 Ton Chiller Replacement

Mike,

Thanks for giving us the opportunity to update this quote for you. The quote was to provide the following:

Installation of a new Trane 20 Ton Chiller to replace the existing Trane chiller disconnect and re-connect the new chiller. This unit will have a higher efficiency and will use R-410A refrigerant whereas your existing unit is R-22 which has been phased out, it is still available but at a premium cost and starting to get harder to find.

Labor and Materials to Replace 20-Ton Chiller:

Forty-Eight Thousand Seven Hundred Twenty-Three and 00/100.....\$48,723.00

By Signing this contract, I _____ agree to the following terms and conditions.

Please reach out if you have any questions

Sincerely,
Keith Mathes
Aldag/Honold Mechanical, Inc.
HVAC Service Department Manager



855 Morris Street | P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020 | fax 920.921.8632
www.jfahern.com

April 27, 2023

Work Location: Plymouth Waste Water Treatment
625 County PP
Plymouth, WI 53073

Tyler Wollersheim
Plymouth Utilities
PO Box 277
Plymouth WI 53073

Phone: (920)851-6380

Email: twollersheim@plymouthutilities.com

Quote #: 419597 / 1

MECHANICAL SYSTEM WORK ORDER SERVICE QUOTE

Dear Tyler,

We are pleased to submit our proposal for HVAC System services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the quoted and proposed services, which are broken out by system in the attachments to this document, per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to bhess@jfahern.com.

The pricing is based on work performed during the normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. This proposal does not include applicable sales tax and is valid for a period of thirty (30) days. The attached General Terms and Conditions shall be made part of this quotation. Once returned to us, we will call to set up an appointment.

Thank you for this opportunity to quote. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Brad Hess
Sales/Project Manager

Phone: (920)517-7963

Email: bhess@jfahern.com

Enclosure



855 Morris Street | P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020 | fax 920.921.8632
www.jfahern.com

Tyler Wollersheim
Plymouth Utilities
PO Box 277
Plymouth WI 53073

Phone: (920)851-6380

Email: twollersheim@plymouthutilities.com

Quote #: 419597/1

MECHANICAL SYSTEM SERVICES

Scope of Work/Clarifications:

Plymouth WWTP-Trane Chiller Replacement

Included in our proposal:

1. Remove and dispose of one (1) existing Trane chiller.
 - a. Model: CGADC204.
2. Evacuate and dispose of R422B refrigerant.
3. Furnish and install one (1) new Trane chiller.
 - a. Model: CGAM020F2.
 - b. 20 Ton.
 - c. 460/60/3.
 - d. R-454B refrigerant.
4. Furnish and install all associated chilled water piping to new chiller.
5. Drain glycol from system.
6. Fill system with existing glycol.
 - a. Plymouth WWTP to supply glycol.
7. Insulation.
8. Labor.
9. Material.
10. Start-up and commissioning of new equipment.
11. 5-year compressor parts warranty.
12. 1-year Tran labor warranty.
13. State and local sales tax.

Not included in our proposal:

1. Overtime or premium pay.
2. Cutting and patching.
3. Reroute, cut, cap off existing utilities and modify structural steel, if encountered along new mechanical work.
4. Electrical work of any kind, including disconnects, starters and VFDs.
5. Emergency stop button.
6. Control work of any kind.
7. 3D modeling, CAD, as-builts or isometric drawings.

Quote #: 419597/1

Quote Date: 04/27/2023



8. Engineering of pipe supports.
9. Calibration and testing of instrument and control devices.
10. Concrete work, including equipment pads.
11. Dumpsters and temporary toilet facilities.
12. Fireproofing and firestopping.
13. Painting, touch-up of paint.
14. Labeling and tagging.
15. Permits and permitting fees.
16. System design.
17. Liquidated damages or damage for delay.

Clarifications:

1. Please allow 38 week lead time for equipment, subject to change.
2. Plymouth WWTP to supply forklift.
3. All new equipment will be furnished with the same electrical requirements as the equipment that is being replaced.
4. By submission of this proposal, J. F. Ahern Co. reserves the right to negotiate mutually acceptable contract terms, including review of any applicable Prime contract provisions, upon award of work.
5. **MATERIAL PRICE INCREASES:** The price and schedule set forth in this bid document for the Scope of Work of J. F. Ahern Co. (“Ahern”) (“Contract Price and Schedule”) has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this bid, this bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern’s control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on the applicable Product Price Indices (PPI) published monthly by the U.S. Department of Labor, Bureau of Labor and Statistics (see www.bls.gov/ppi) for all material with the exception of pipe and sheet metal which will be based on the Hot Roll Coil Steel (HRC) Index (see <https://www.cnbc.com/quotes/@HRC.1>). The amount of the adjustment will be determined by the percentage change (whether up or down) of each index applicable to the commodity materials used on this project between the HRC or PPI month the Contract Price was established and the actual month Ahern is released to purchase the respective commodity materials. This adjustment will only apply to price changes in excess of five percent (5%).



855 Morris Street | P.O. Box 1316
 Fond du Lac, WI 54936-1316
 main 920.921.9020 | fax 920.921.8632
 www.jfahern.com

Service Location: Plymouth Waste Water Treatment
 625 County PP
 Plymouth, WI 53073

1	Date Requested:	Fixed Price	\$52,590.00	Initial if Accepted
Description:		Plymouth WWTP-Trane Chiller Replacement		

Total for All Services:		\$52,590.00	
Contract Representative		Customer Authorized Representative Signature	
Name:	Brad Hess	Print Name:	Tyler Wollersheim
Title:	Sales/Project Manager	Signature:	
Date:	04/27/2023	Date:	
		PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

General Terms and Conditions

ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represents the entire and integrated contract between the parties and supercedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, pandemics, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are

performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

WAIVER Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's representative.

CLAIMS AND CHOICE OF LAW The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

INDEMNIFICATION To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with, in whole or in part, the acts or omissions of Seller, its suppliers, subcontractors, and their respective employees, agents or representatives whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by

process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

WASTE MANAGEMENT If the work calls for the disposal of wastes (hazardous, non-hazardous, or solid under applicable laws and regulations), it shall be performed in conformity with all applicable laws and regulations. Purchaser shall execute all manifests for the transportation, storage and disposal of any wastes removed from the project site. If directed by Purchaser, Seller may sign such manifests solely on behalf of and for the Purchaser, and Seller assumes no liability therefore and Purchaser releases and waives any claim against Seller and shall indemnify, defend, and hold harmless Seller from any claims or liability arising from or related thereto, in accordance with this paragraph. At no time will Seller take title to any solid and/or hazardous wastes located on or removed from the project site. Any such wastes shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges further that Seller has played no part in and assumes no responsibility for generation or creation of any waste that may be the subject matter of this Contract. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of Seller having contracted with Purchaser or that result from Seller having arranged for the disposal or transportation of wastes that were generated on or removed from the project site.

OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

LAST UPDATE: 09/2022