

**CITY OF PLYMOUTH, WISCONSIN  
TUESDAY, AUGUST 27, 2024 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 Wednesday, August 14, 2024**
  - B. Approve City and Utility Reports:**
    - I. Electric, Water and Sewer Sales Report – July 2024**
    - II. Utility Related Write Offs for August - \$1,067.59**
  - C. Minutes acknowledged for filing – Library Board: July 1**
  - D. Approve Temporary “Class B” and Class “B” Alcohol License for Plymouth Historical Society – Hub City Oktoberfest, to be held at 420 E Mill St. on September 14, 2024 – Underage persons are requested to be on the premise.**
- 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. Ordinance:**
  - A. Ordinance No. 12 – An Ordinance Amending Section 5-2-1 Regarding the Organization of Fire Department – Ryan Pafford, Fire Chief**
- 7. New Business:**
  - A. Approval of Master Agreement for Professional Services with Forster Electrical Engineering – Tim Blakeslee, City Administrator / Utilities Manager**
  - B. Approval of Plymouth Utilities/WPPI Grant to Generations for Lighting Project – Tim Blakeslee, City Administrator / Utilities Manager**

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

Pursuant to Wis. Stat. 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons a closed session – Cheese Capital Winter Park Lease Negotiations

AND

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

**9. Entertain a Motion to go into Open Session**

**10. Discussion and Possible Action on Closed Session Item**

**11. Adjourn to 7:00 PM on Tuesday, September 10, 2024**

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  
WEDNESDAY, AUGUST 14, 2024 COMMON COUNCIL MEETING  
128 SMITH ST. PLYMOUTH, WI 53073**

**UNOFFICIAL MINUTES**

1. **Call to order and roll call:** Mayor Pohlman called the meeting to order. On the call of the roll the following were present: Dave Herrmann, Angie Matzdorf, Diane Gilson, Mike Penkwitz, John Binder, and John Nelson. Also present were: City Administrator/Utilities Manager Ryan Roehrborn, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, Finance Director Chris Russo, and City Clerk Anna Voigt.
2. **Pledge of Allegiance**
3. **Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Binder/Gilson to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
  - A. **Approve minutes of the meeting held Tuesday, July 30, 2024**
  - B. **Approve City and Utility Reports:**
    - I. **List of City & Utility Vouchers dated 07/01/2024 – 07/31/2024**
  - C. **Minutes acknowledged for filing – Plan Commission: August 1 – Community Television: July 8 – Committee of the Whole: July 30 – Housing Authority: July 7**
  - D. **Building Report for July 2024 – 50 permits at \$2,009,877.00**
  - E. **Approve Temporary “Class B” and Class “B” Beer license for Plymouth Intergenerational Coalition, 1500 Douglas Dr. Suite D on August 16, 2024 from 5:30 PM – 9:00 PM for Paul Todd Jr. Concert & Dinner.**
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: Hat VH Vrba spoke about the limit of political signs on her property. She would like to have as many as she wants to. John Nelson also spoke about the number of political signs on a property and stated that there should be rules to follow and the current ordinance is 3 political signs of a certain size. He also thanked everyone who help to pour the foundation at City Park for the Sugar Shack.
5. **Items removed from Consent Agenda:** None
6. **Public Hearing followed by Council Discussion and Action:**
  - A. **Ordinance No. 11 – An Ordinance Amending 13-1-21, Zoning Map, of the City of Plymouth by Changing Property from Multi-Family Residential to Traditional Neighborhood** – Mayor Pohlman opened the public hearing at 7:10 PM. City Administrator/Utilities Manager Blakeslee explained that parcels 59271821046 and 59271821047 are located directly south of Fairfield Plaza and east of Plymouth High School. The SCEDC is requesting a rezoning for a proposed single family home development. A draft site plan for the upcoming development will be discussed in more detail at an upcoming Plan Commission meeting. There being no public comment the Mayor called the public hearing closed. Motion was made by Nelson/Matzdorf to approve Ordinance No. 11. Upon the call of the roll, all voted aye. Motion carried.

7. **New Business:**

- A. **Approve Job Description for Assistant Administrator/Community Development Director** – Blakeslee, City Administrator / Utilities Manager explained that Inspector Scheuerman is planning to retire in October. As part of the 2024 Budget staff budgeted funding to bring the building inspector/zoning administrator position in-house. After posting the position, staff realized this was going to be a difficult position to fill. Finance and Personnel Committee recommended staff to move forward with contracting out the inspector position and bringing the zoning administration duties in-house as part of a new position. The second part of this project is to create the Assistant Administrator/Community Development Director position. Motion was made by Nelson/Penkwitz to approve the job description and direct staff to move forward with the hiring process. Nelson said the description is good and this is a great investment for the City. This is the way a business would be run and will help with development. Penkwitz agreed with Nelson. Mayor stated that this will be a good addition to help with development projects in the future. Upon the call of the roll, all voted aye.
- B. **2023 Audit Presentation/Report Acceptance** – Finance Director Russo introduced Jusin Hoagland and Aaron Worthman from Baker Tilly. They gave a presentation on the City and Utility's audit. Motion was made by Herrmann/Penkwitz to accept the 2023 audit reports and related financial statements. A unanimous aye vote was cast. Motion was carried.
- C. **Extraterritorial CSM Seeking Approval for All of the NW ¼ of the SW ¼ ; Part of the SW ¼ of the NW ¼ ; and Part of the SE ¼ of the NW ¼ ; All in Section 8, T.15N., R.21E., Town of Plymouth, Sheboygan County Wisconsin (W6387 Karpathy Ln.)** – Blakeslee, City Administrator/Utilities Manager explained that property owner Clayton Brath would like to divide a portion of their property in the Town of Plymouth to 3 Lots. The City serves as the extraterritorial plat review jurisdiction for this property. Motion was made by Nelson/Matzdorf to approve the Extraterritorial CSM listed. Upon the call of the roll, all voted aye. Penkwitz abstained. Motion carried.
- D. **Mayor Appoints with Council Approval ¾ majority required of Terry Abler, Mel Blanke, and Scott Flood to Revolving Loan Committee until May 2027.** – Mayor Pohlman announced the appointment of Terry Abler, Mel Blanke and Scott Flood to the Revolving Loan Committee. Motion was made by Binder/Penkwitz to approve the appointments. Upon the call of the roll, all voted aye. Motion carried.
- E. **Mayor Appoints with Council Approval ¾ majority required of Brian Doudna to Ad Hoc Affordable Housing Committee** – Mayor Pohlman announced the appointment of Brian Doudna to the Ad Hoc Affordable Housing Committee. Motion was made by Nelson/Binder to approve the appointment. Upon the call of the roll, all voted aye. Motion carried.

8. **Adjourn to 7:00 PM on Tuesday, August 27, 2024:** Motion was made by Herrmann/Matzdorf to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

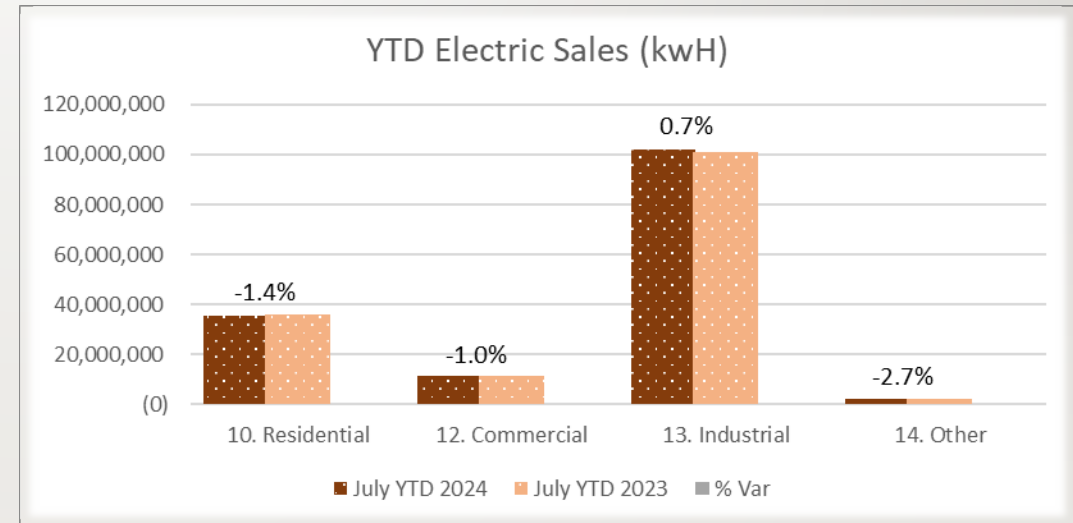
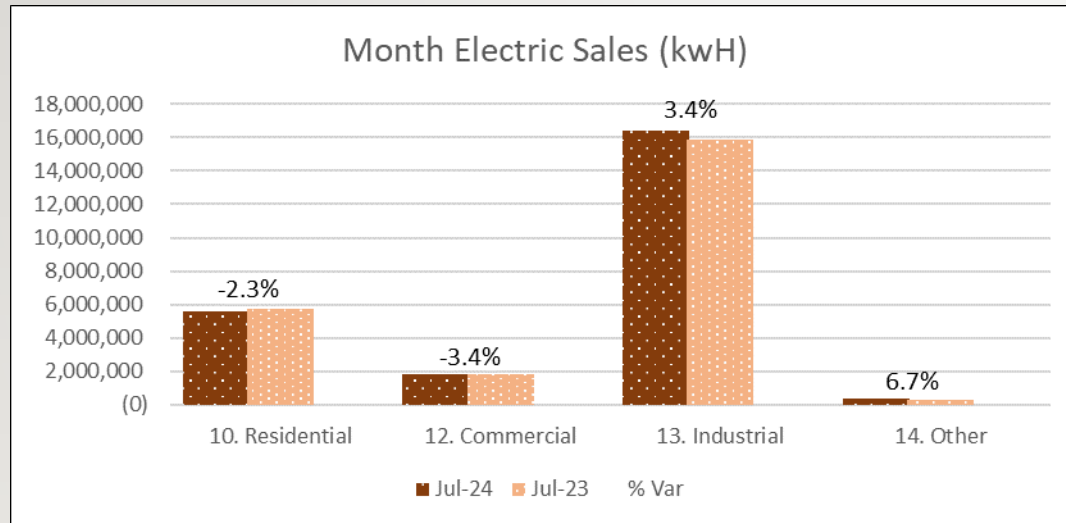


# Plymouth Utilities

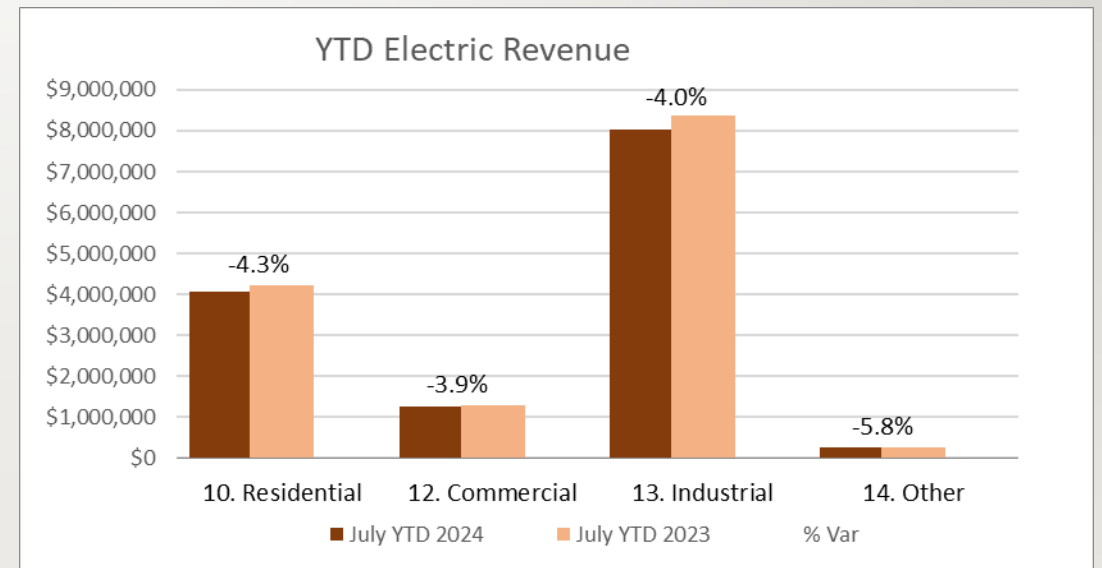
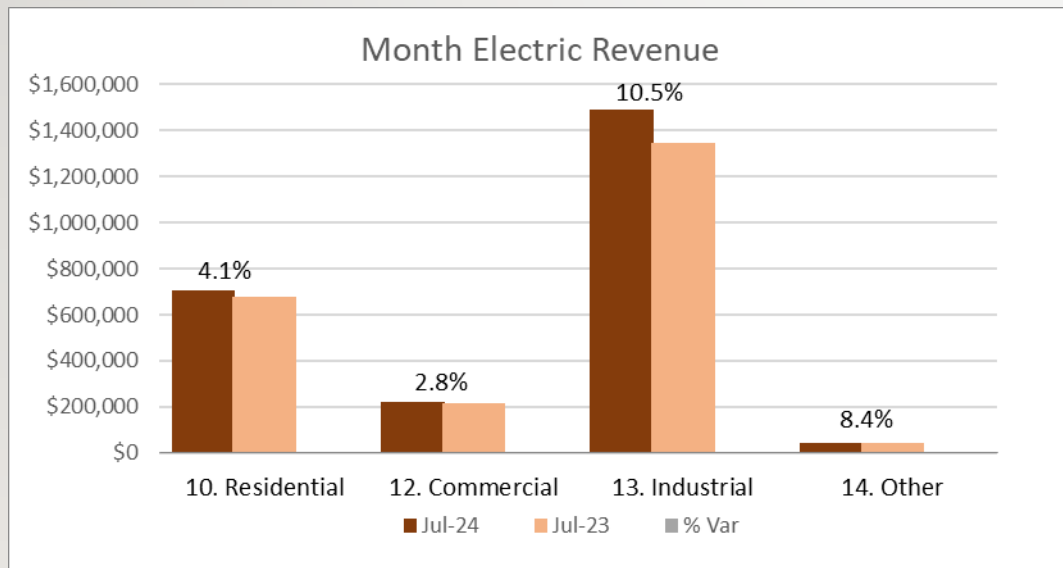
JULY 2024

SALES & REVENUE

# July 2024 Electric Sales

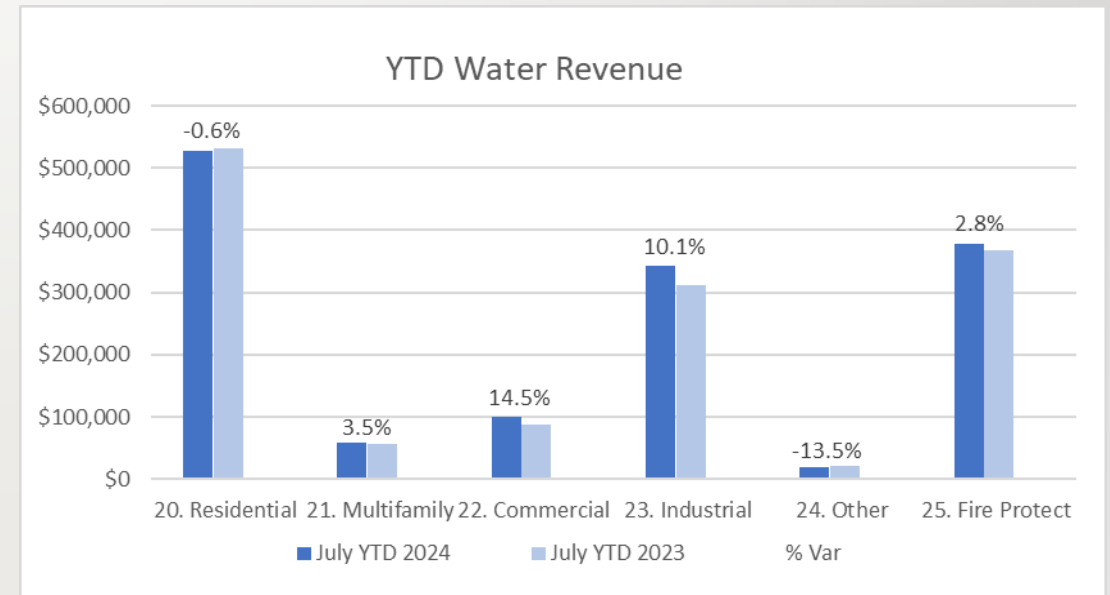
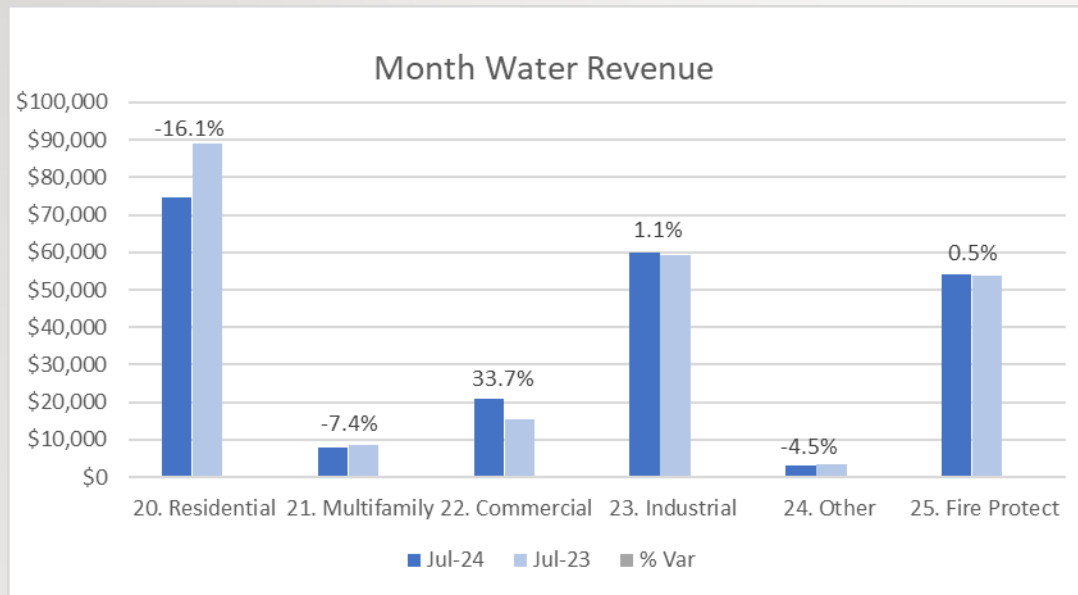


# July 2024 Electric Revenue



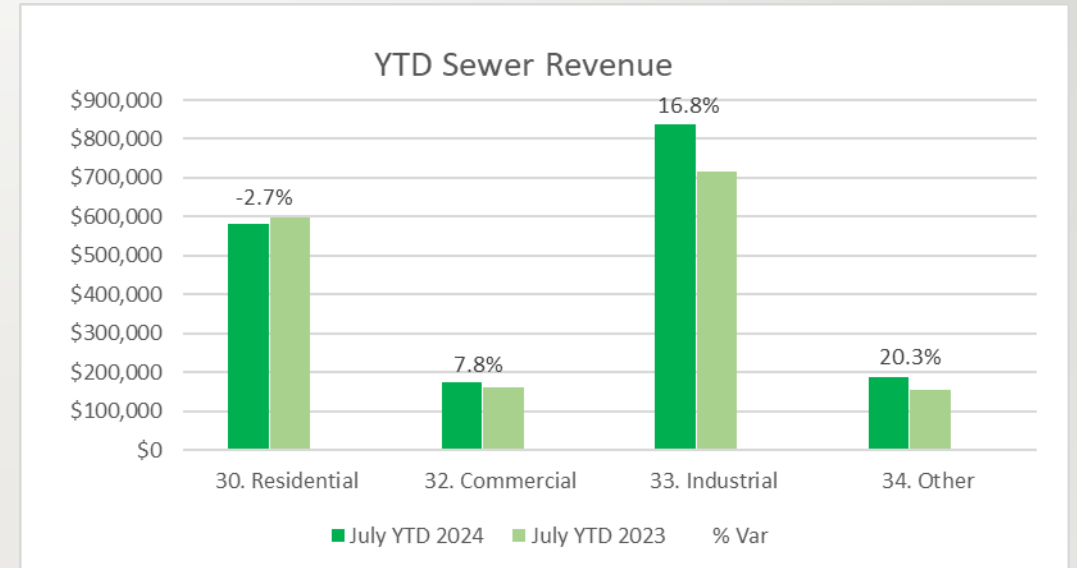
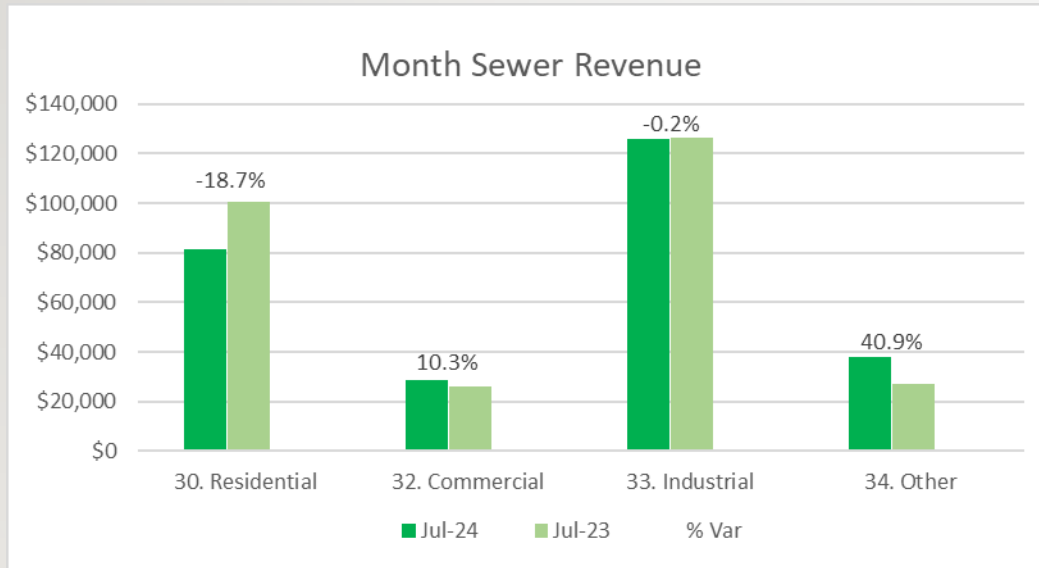
Overall revenue is down from 2023 as a result of reduced PCAC rates. In turn, Purchase Power expense is down.

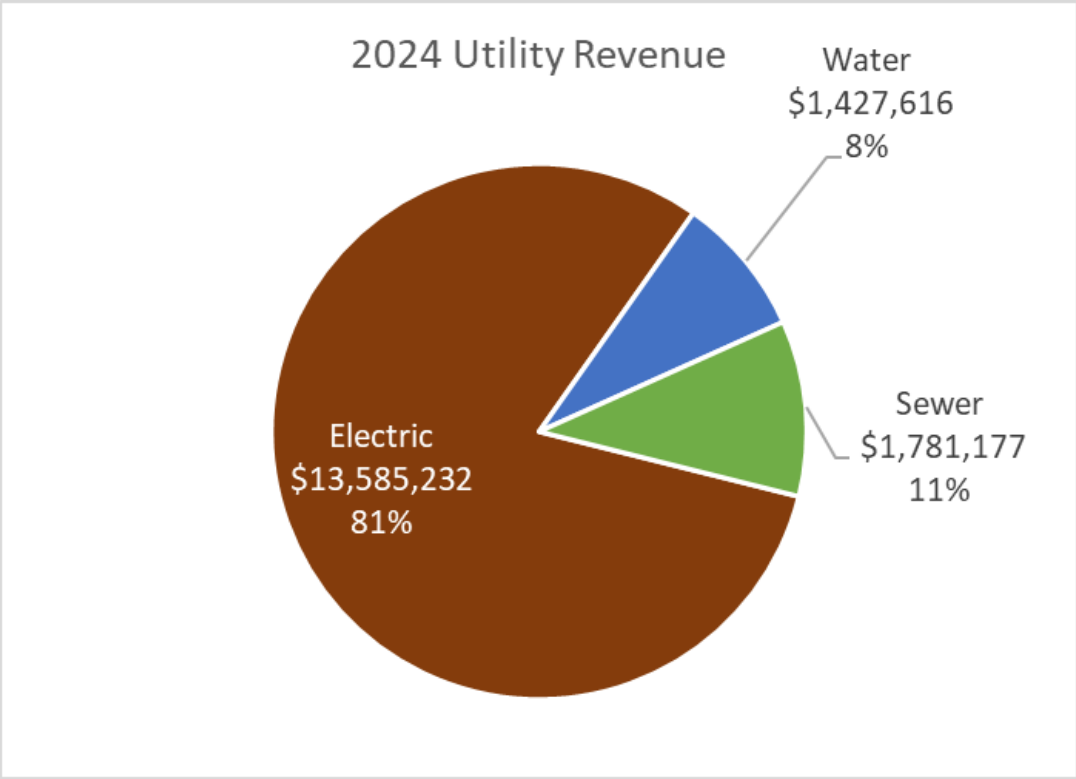
# July 2024 Water Revenue





# July 2024 Sewer Revenue





Report Criteria:  
Selected types: Write Off

Name	Customer Number	Type	Reference Number	Description	Source ID	Check Number	Amount	Msg	Service
Write Off									
08/15/2024									
BOROWSKI, SUSAN	14.87.14405.20	Write	1	WRITE-OFF SDC			115.87-	M	Multiple
BRUYETTE, ALEXANDER	15.87.11641.05	Write	2	WRITE-OFF SDC			85.16-	M	Multiple
CHAPMAN, BRIAN	10.88.33937.05	Write	3	WRITE-OFF SDC			159.44-	M	Multiple
JENKINS, CASHEA	10.88.34183.30	Write	4	WRITE-OFF SDC			317.85-	M	Multiple
NOVARA, RAMON	18.88.54651.10	Write	5	WRITE-OFF SDC			123.51-	M	Multiple
PFEIFER, DESTINI	4.88.52795.22	Write	6	WRITE-OFF IN-HOUSE			13.68-	M	Multiple
WINSCHER, GARRETT	16.88.36607.22	Write	7	WRITE-OFF SDC			252.08-	M	Multiple
Total 08/15/2024:							1,067.59-		
Total Write Off:							1,067.59-		
Grand Totals:							1,067.59-		



PLYMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES  
MEETING MINUTES  
July 1, 2024

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

Public Comment

There was no public comment.

Motion by S. Britt, second by M. Hummitzsch to approve the minutes of the June 10, 2024 and June 24, 2024 meeting. Motion passed unanimously.

Motion by A. Matzdorf, second by S. Britt to approve the financial report for June 2024. Motion passed unanimously.

Director L. Jochman reviewed some highlighted items on her monthly report. This included an update grant writing, an update on the properties adjacent to the library, Summer Reading registration numbers, and staffing.

New Business

Director L. Jochman is working with FEH to gather budget information to apply for the flexible facilities grant. The work will go beyond the scope of the space needs plan to figure out the phased approach with a cost not to exceed \$3,500. She spoke with City Administrator T. Blakeslee about funding. Motion by M. Kaczkowski to approve the hours and work with the City for funding, second by S. Britt. Motion passed unanimously.

Director L. Jochman asked for board input on how to more effectively market library services. Discussion centered around what else the library can do that it isn't doing already or different types of messages the library

could create. Board members agreed that library staff is doing the best that they can. Members will think of further ideas to share at the next meeting.

Director L. Jochman updated the board on the process for the 2025 budget. The library will receive \$13,600 more in county funding. The City has asked to keep the budget to known increases only. With the rise in use of the facility and the rise in digital checkouts increases in bathroom supplies and digital funding will be needed.

#### Announcements

There were no announcements.

Motion by M. Hummitszch, second by M. Kaczkowski to adjourn. Motion passed. Meeting was adjourned at 7:05 pm.

Submitted by, Leslie Jochman  
Library Board Secretary

## Temporary Alcohol Beverage License

Municipality City of Plymouth

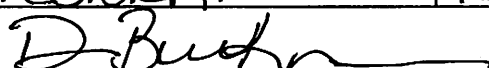
License(s) Requested	Fees	
<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$
	Total Fees	\$ 10.00

Part A: Organization Information		
1. Organization Name <u>Plymouth Historical Society</u>		
2. Organization Permanent Address <u>420 E. Mill St.</u>		
3. City <u>Plymouth</u>	4. State <u>WI</u>	5. Zip Code <u>53073</u>
6. Mailing Address (if different from permanent address) <u>P.O. Box 415</u>		
7. FEIN	8. Date of Organization/Incorporation	9. State of Organization/Incorporation <u>WI</u>
10. Phone <u>920-893-1876</u>	11. Email	
12. Organization type (check one) <input type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input checked="" type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
14. Wisconsin Seller's Permit Number (if applicable)		

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Buckman	Daniel	President	414-581-1885 920-892-2222
Caskey	Randy	Board member	920-909-5508
Hansen	Lynette	Board member	262-343-3856
Kazmierski	Glen	Board member	414-846-7509
Kranick	Al	Board member	920-893-9935

Continued →

<b>Part C: Event Information</b>			
1. Name of Event (if applicable) <b>Hub City Oktoberfest</b>			
2. Dates of Operation <b>Sept. 14, 2024</b>		3. Hours of Operation <b>11:00 - 4:00 pm</b>	
4. Premises Address <b>420 E. Mill St</b>			
5. City <b>Plymouth</b>		6. State <b>WI</b>	7. Zip Code <b>53073</b>
8. County <b>Sheboygan</b>	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <b>Plymouth</b>		10. Aldermanic District
11. Organizer of Event (if not the named applicant) <b>Dan Buckman</b>		12. Email and/or Phone Number for Organizer of Event <b>414-581-1885</b>	
13. Organizer Website		14. Event Website	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  <b>26 x 36 - 2 bay garage adjacent to the museum</b>			

<b>Part D: Attestation</b>			
Who must sign this application? • one officer or director of the nonprofit organization  <b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name <b>Buckman</b>		First Name <b>Daniel</b>	
Title <b>President</b>		M.I.	
Email <b>husonhouse@wi.m.com</b>		Phone <b>414-581-1885</b>	
Signature 		Date <b>8-21-24</b>	

<b>Part E: For Clerk Use Only</b>	
Date Application Was Filed With Clerk <b>8/21/24</b>	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

## Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$
	Total Fees	\$

Part A: Organization Information			
1. Organization Name Plymouth Historical Society			
2. Organization Permanent Address 420 E. Mill St.			
3. City Plymouth	4. State WI	5. Zip Code 53073	
6. Mailing Address (if different from permanent address) P.O. Box 415			
7. FEIN	8. Date of Organization/Incorporation	9. State of Organization/Incorporation WI	
10. Phone 920-893-1876	11. Email		
12. Organization type (check one) <input type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input checked="" type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.			
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
14. Wisconsin Seller's Permit Number (if applicable)			

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Liberiski	Linda	Board member	414-483-6131
Matzdorf	Angie	Board member	920-912-1587
Pannier	Ken	Board member	920-400-1262
Palmer	Pam	Secretary	920-892-4209
Phelps	Susan	Vice president	920-892-2800

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## Temporary Alcohol Beverage License

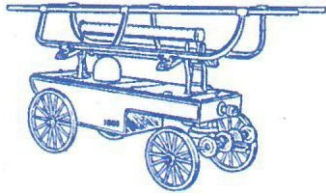
Municipality

License(s) Requested	Fees	
<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$
	Total Fees	\$

Part A: Organization Information				
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10. Phone 920-893-1876		11. Email		
12. Organization type (check one) <input type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input checked="" type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.				
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
14. Wisconsin Seller's Permit Number (if applicable)				

Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Rosche	Martha	Board member	920-893-9623
Scott	Jon	Treasurer	920-892-6649

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# Plymouth Fire and Rescue

*Serving Plymouth since 1868*

*Ryan Pafford  
Fire Chief*

*920-893-3744*

*rpafford@plymouthfd.com*

## MEMORANDUM

**To:** City Administrator Blakeslee, Mayor Pohlman, Alderperson Binder, Gilson, Herrmann, Hildebrand, Nelson, Matzdorf, Penkwitz, and Tauscheck.

**From:** Fire Chief Ryan Pafford

**Date:** 8/23/2024

**Re:** Ordinance Update on Fire Department Organizational Structure

The ordinance change being presented to you for the council meeting on August 27 consists of the following:

*Fire department; how constituted.* The officers of the Plymouth Fire Department shall consist of a chief, appointed by the fire and police commission, ~~a 1st assistant chief, a 2nd assistant chief~~ **two assistant chiefs, and nine six-officers**. All members of the fire department are subordinates of the fire chief and shall be appointed in a manner consistent with Wis. Stats. § 62.13(4).

These changes are being presented to the common council for a few reasons.

1. To better match the department's structure, the titles of first assistant and second assistant chief were dropped. They are now assistant chiefs who cover different areas within the fire department. This includes an assistant chief of health, safety, and emergency medical services and an assistant chief of training and operations.
2. Between 2018 and 2020, three positions with the title of acting lieutenant were proposed and accepted. This was done to better reflect the fire department's structure and operations and clean up the terms used in that title, specifically the term acting, which does not reflect the responsibilities bestowed upon the people in that position.
3. These changes have no financial impact, as the current wage resolution already adopts the pay rates.

If you have any other questions, please reach out.

920-893-3744

rpafford@plymouthfd.com

Sincerely,

Ryan Pafford

Chief

Plymouth Fire and Rescue

**CITY OF PLYMOUTH, WISCONSIN**

**Ordinance No. \_\_\_\_ of 2024**

**AN ORDINANCE AMENDING SECTION 5-2-1 OF THE CITY OF PLYMOUTH CODE OF  
GENERAL ORDINANCES REGARDING FIRE DEPARTMENT OFFICERS**

**WHEREAS**, the Fire Chief for the City of Plymouth has identified an inconsistency between the fire department organizational structure and the titles identified in city code section 5-2-1(c); and

**WHEREAS**, the Common Council finds it appropriate to amend the city code to reflect current titles used within the city fire department;

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

**Section 1. Amending Code.** Section 5-2-1 (c) regarding Fire Department Officers, is hereby amended to read as follows (additions shown by underscore, deletions by ~~strikeout~~):

“(c) Fire department; how constituted. The officers of the Plymouth Fire Department shall consist of a chief, appointed by the fire and police commission, ~~a 1st assistant chief, a 2nd assistant chief,~~ two assistant chiefs and ~~six~~ nine (9) officers. All members of the fire department are subordinates of the fire chief and shall be appointed in a manner consistent with Wis. Stats. § 52.13(4).”

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

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

Enacted on \_\_\_\_\_, 2024.

**CITY OF PLYMOUTH**

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

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

**CLERK'S CERTIFICATE OF ENACTMENT**

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

Dated: \_\_\_\_\_, 2024

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

\\9431\243475\2024-08-23



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**DATE:** August 23, 2024

**TO:** Mayor and Common Council

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

**RE:** Approval of Master Agreement for Professional Services with Forster Electrical Engineering

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**Background:** Forster Electrical Engineering currently handles the majority of electrical engineering and design work for Plymouth Utilities. In the past, this work has been completed through verbal agreements. While staff is very satisfied with the work Forster has done, having a professional services agreement is considered a best practice, as it provides a framework for future work orders and legal protection for both Plymouth and Forster. Attorney Richard Heinemann from Boardman Clark has reviewed the agreement and is comfortable with it on behalf of Plymouth.

**Recommendation:** Approve the Master Agreement for Professional Services with Forster Electrical Engineering.



## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of August 6, 2024 ("Effective Date") between Plymouth Utilities ("Owner") and Forster Electrical Engineering, Inc. ("Engineer").

1. Work Order. From time to time, Owner may request Engineer to provide professional services for specific projects and/or to provide consulting services in general (the "Services"). Each engagement for services may be documented by a work order substantially in the form of Attachment 1 to this Agreement and executed by Owner and Engineer or by verbal or electronic communication. Each engagement for services shall be known as a "Work Order". The parties shall use their best efforts to document each engagement in writing. If a Work Order is for professional services for a specific project, the Work Order may include a description of the project ("Project"), the professional services to be provided by the Engineer and the Project schedule. All Services provided pursuant to a Work Order shall be subject to the terms of this Agreement.

2. Term and Termination. This Agreement shall be effective for Work Orders issued after the Effective Date and shall remain in effect until terminated in writing by either party upon not less than sixty (60) days prior notice. Should this Agreement be so terminated, signed Work Orders shall be completed by Owner and Engineer.

3. Compensation. Owner shall pay Engineer on a lump sum or hourly basis as set forth in the Work Order.. If no compensation arrangements are set forth in the Work Order, Services provided by Engineer will be billed at Engineer's then current billing rates.

Engineer will submit invoices monthly. If Engineer is providing work under more than one Work Order, each Work Order shall be invoiced separately. Invoices are payable within forty-five (45) days following the invoice date. Payments not received by Engineer within 45 days shall be considered delinquent and subject to a late payment charge of 1% per month, accruing from the invoice date. Engineer may suspend Services should an invoice for that Work Order remain delinquent for 75 days from the invoice date. Any costs incurred by Engineer in collecting any delinquent amounts, including without limitation, reasonable attorney's fees, shall be reimbursed by Owner. If Owner disputes a portion of any invoice, the undisputed portion shall be paid by Owner by the due date and Owner shall promptly advise Engineer in writing of the basis for the disputed portion of the invoice.

4. Owner Responsibilities. Owner shall, within a reasonable time following the receipt of a signed Work Order:

a. Place at Engineer's disposal information in the Owner's possession pertinent to the Work Order. Unless Owner indicates otherwise, Engineer shall be entitled to rely on information made available by Owner as accurate, without independent verification.

b. Examine all documents presented by Engineer for review and, when requested by Engineer, render decisions pertaining to the documents.

c. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Services provided under the Work Order.

d. Unless the Work Order provides otherwise, arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform the Services described in the Work Order.

e. Provide such professional legal, accounting, financial and insurance counseling services as may be required by Owner or reasonably requested by Engineer in the Work Order.

5. Engineer Responsibilities.

a. Engineer represents that it holds all licenses required and necessary to provide the professional engineering Services to be performed under this Agreement and any Work Order executed under this Agreement.

b. Engineer will exercise reasonable skill, care, judgment and diligence in the performance of the Services and will carry out its responsibilities in accordance with customarily accepted good professional practices (the "Standard"). If Engineer fails to meet the foregoing Standard, Engineer will perform at its own cost, and without reimbursement from Owner, the professional Services necessary to correct errors and omissions that are caused by Engineer's failure to comply with this Standard and that are promptly reported to Engineer upon discovery by Owner or as limited by statute. Engineer shall perform at its sole cost any tests reasonably required by Owner to verify that necessary corrections to the Work have been made. In addition, Engineer will be responsible to Owner for damages caused by its negligent conduct to the extent of Engineer's insurance coverage under Section 7 of this Agreement.

c. Engineer shall perform the Services within the timeframes set forth in the Work Order. If a Work Order does not include specific timeframes, Engineer shall perform the Services as expeditiously as is consistent with the Standard and the requirements of the Project as described in the Work Order.

d. Engineer shall review and comply with applicable laws, codes, and regulations applicable to its provision of the Services. Engineer shall also review and comply with the requirements imposed by governmental authorities having jurisdiction over a Project described in a Work Order. Engineer will use reasonable professional efforts and judgment to correctly interpret and apply such requirements.

e. Engineer shall use its judgment as a design professional to provide evaluations of Owner's budget, if any, for the Cost of the Work, a preliminary estimate of the Cost of the Work, or updated estimates of the Cost of the Work prepared by Engineer. The term "Cost of Work" means the sum of all costs necessary for proper performance of the Project at issue. It is recognized, however, that neither Engineer nor Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Engineer.

f. Engineer shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Work Order.

g. In no event will Engineer be liable for any special, indirect or consequential damages including, without limitation, loss of revenue or profits, lost production, claims by customers of Owner, or governmental fines or penalties. Engineer's aggregate liability for all damages connected with the Services described in a Work Order shall not exceed Engineer's insurance coverage under Section 7 of this Agreement.

h. Notwithstanding any other provision of this Agreement, the obligations and remedies stated in this Section 5 are in addition to such other remedies as may be available to Owner in equity. Engineer shall not be excused from its obligations by Owner's failure to inspect, failure to discover defective work, approval of or payment for the work or any portion thereof.

6. Documents.

a. Documents Provided by Engineer. All documents and work prepared by Engineer pursuant to a Work Order are instruments of service in respect of the Services described in the Work Order. They are not intended or represented to be suitable for reuse by Owner or others in contexts beyond those described in the Work Order or the Project covered by the Work Order. Any reuse by Owner without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall acquire all rights, title and interest in such documents and work.

b. Documents Provided by Owner. If Owner requests Engineer to reuse, copy or adapt all or portions of reports, plans or specifications prepared by others, Owner represents that Owner either possesses or will obtain permission and necessary rights in copyright, patents or other proprietary rights and will be responsible for any infringement claims by others over such rights.

7. Insurance. Engineer shall maintain insurance coverages through the term of this Agreement in the following minimum amounts:

a. Engineer shall maintain insurance coverage throughout the term of this Agreement in the following minimum amounts:

- i. Workers Compensation: Statutory.
- ii. Commercial general liability: \$2,000,000 for each occurrence.
- iii. Automobile liability: \$1,000,000 for each occurrence.
- iv. Employer liability: \$500,000 per accident, \$500,000 per employee, with a \$500,000 policy limit.
- v. Commercial Umbrella: \$3,000,000.
- vi. Professional liability/errors and omissions: \$2,000,000.

b. Owner shall maintain insurance coverages throughout the term of this Agreement in the following minimum amounts:

- i. Workers Compensation: Statutory



- ii. Commercial general liability: \$2,000,000 for each occurrence
- iii. Automobile liability: \$1,000,000 for each occurrence
- iv. Employer liability: \$500,000 per accident, \$500,000 per employee, with a \$500,000 policy limit.

Upon request, Engineer and Owner shall each furnish to the other party certificates evidencing the insurance coverage required by this Agreement.

8. General Provisions Applicable to All Work Orders.

a. Cooperation. Engineer and Owner shall, at all times, cooperate fully and in good faith with each other to enable Engineer to perform the Services. Such cooperation shall include, without limitation, the timely provision of requested information and the timely review of drafts, concepts, drawings, and other materials prepared by Engineer.

b. Force Majeure. In the event Engineer shall be delayed or hindered in or prevented from the performance of any Services by reason of strikes, lockouts, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, , or other reason of a like nature not attributable to the negligence or fault of Engineer ("Force Majeure"), then performance of the Services shall be excused for the period of the Force Majeure and the period for performance of the Services shall be extended for an equivalent period. If the cost to Engineer in performing the Services has increased as the result of such Force Majeure, Engineer shall be entitled to a reasonable increase in compensation to account for the effect of the Force Majeure.

c. Rights and Benefits. Engineer's services will be performed solely for the benefit of Owner and not for the benefit of any other persons or entities.

d. Designated Owner Representative. Owner shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to a Project covered by a Work Order. Owner or its Designated Representative shall render decisions and approve Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Engineer's Services and the Project schedule described in the Work Order, and any Project schedule.

e. Tests, Inspections, And Reports. When required for a Project by law or the terms of a Work Order, Owner shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

f. Owner Provided Services And Information.

Engineer shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Owner, its Designated Representative, and any other engineers and contractors retained by Owner ("Owner's Engineers") to perform services on a Project described in a Work Order. Engineer shall have no responsibility for the technical content of Owner's, its Designated Representative's, and Owner's Engineers' services and information but shall provide

prompt written notice to Owner if Engineer becomes aware of any error, omission, or inconsistency in such services or information.

g. Mutual Waiver Of Consequential Damages. Engineer and Owner waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity.

h. Site Conditions. Unless otherwise provided in a Work Order, documents prepared by Engineer will be prepared based upon reasonable assumptions derived from existing information provided by Owner and from observations of the existing conditions by Engineer without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Owner. In that case, it is understood and agreed that unforeseen conditions that could not have been reasonably anticipated may be uncovered during the progress of the Work which may require changes in the Work Order resulting in additional cost and delay.. Equitable adjustments to the timetable and cost of the Services required by such changes shall be memorialized in a written change to the applicable Work Order and executed by both Parties.

i. Suspension of Work Order. In the event of suspension of Services under a Work Order, for any other reason beyond Engineer's control, Engineer shall have no liability to Owner for delay or damage resulting from such suspension. Prior to resuming Services under a Work Order, Engineer shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses. In addition, Engineer's fees for remaining Services under the Work Order if based on a lump sum and associated time schedules will also be equitably adjusted.

j. Termination of a Work Order. Owner may terminate a Work Order at any time, in whole or in part, with or without cause, by providing a written notice of termination to Engineer specifying the Work Order or portion of the Work Order to be terminated. Upon receiving such notice of termination, Engineer shall immediately discontinue its Services under the Work Order as specified in the termination notice; return all documents provided by Owner; and identify the direct and indirect costs it incurred to perform the Services prior to the termination notice, including incidental costs associated with the termination and, solely for terminations without cause, a termination fee of ten percent (10%) of fees not yet earned under the Work Order, subject to Owner's audit rights. Upon termination and payment by Owner of any amounts owed to Engineer as provided herein, Owner shall have no further obligation to Engineer with respect to the terminated Work Order.

k. Law Applicable to Claims Against Owner. Nothing contained within this Agreement is intended to be a waiver or estoppel of Owner or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, Owner or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for claims established by Wisconsin law.

9. Miscellaneous.

a. Notices. Any notice required or permitted under this Agreement will be in writing and sent to Owner or Engineer, as applicable, by personal delivery, first class mail, postage prepaid, email, or an overnight commercial courier service to the address below. All notices shall be deemed given when delivered, mailed or emailed in accordance with this Section.

If to Engineer: Forster Electrical Engineering, Inc.  
550 North Burr Oak Avenue  
Oregon, WI 53575  
Email: [forstereng@forstereng.com](mailto:forstereng@forstereng.com)

If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

b. Survival. All representations, waivers, indemnifications, and limitations of liability applicable to a Work Order in this Agreement will survive its completion or termination for any reason.

c. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

d. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement or any Work Order under this Agreement.

e. Dispute Resolution, Choice Of Law And Choice Of Venue. In the event of a dispute relating to the terms of this Agreement or any Work Order under this Agreement, the parties shall first make a good faith effort to resolve the dispute informally or through the use of mediation before proceeding to litigation. If litigation is necessary to enforce this Agreement or any Work Order under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses. The laws of the state of Wisconsin shall govern the validity of this Agreement and any Work Order, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. Any dispute regarding this Agreement or any Work Order under this Agreement shall be brought in a court of competent jurisdiction located in the Wisconsin county in which the Owner is located.

f. Entire Understanding. This Agreement and attachments constitute the entire understanding and agreement of the parties and supersede any and all prior agreements, understandings, and representations relating to the subject matter of this Agreement. In the event of any conflicting provisions of this Agreement and any subsequent writing signed by Owner and Engineer, the provisions of the subsequent writing shall control.

g. Modification Or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by Owner and Engineer. A written Work

Order signed by both parties may modify the terms of this Agreement as applied to that specific Work Order.

h. Counterparts. Execution and delivery of this Agreement by exchange of electronically scanned and emailed copies bearing the manual signature or electronic signature of a party shall constitute a valid and binding signature. Delivery of this Agreement may be by electronic means such as e-mail or pdf which shall have the same effect as if delivered with original signatures.

The parties have executed this Agreement as of the Effective Date.

ENGINEER:  
**FORSTER ELECTRICAL ENGINEERING,  
INC.**

OWNER:  
**PLYMOUTH UTILITIES**

By: Bruce W. Beth  
Name: Bruce W. Beth  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Signature Page to Forster Electrical Engineering, Inc. Master Agreement for Professional Services)

4877-1448-2900

**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](http://plymouthgov.com)

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**DATE:** November 23, 2022

**TO:** Mayor, Common Council, and Public Works/Utilities Committee

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

**RE:** Approval of Plymouth Utilities/WPPI Grant to Generations for an LED Lighting Project

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**Background:**

As part of WPPI, Plymouth Utilities participates in the Value of Local Utility Program, a grant program funded by WPPI and supported by Plymouth Utilities. This program is intended to provide grants to local organizations for energy efficiency projects and to support local community non-profit organizations. WPPI staff works to identify local recommendations for grant awards, which must be approved by Plymouth Utilities. Previously, these grants were administratively approved; however, staff sees value in promoting these organizations and their efforts.

This year, Generations has requested \$7,640 for a parking lot LED lighting upgrade project. This project will replace 18 parking lot fixtures with LED fixtures.

**Recommendation:** Approve of Plymouth Utilities/WPPI Grant to Generations for an LED Lighting Project

Mark Diener Electric LLC  
N2980 County Rd. I  
Waldo, WI 53093 US  
+1 9204492030  
mdiener75@gmail.com

ADDRESS

Generations  
1500 Douglas Dr, Suite D  
Plymouth, WI 53073

ESTIMATE #

1299

DATE

07/13/2024

Estimate

*- PARTIAL  
FUNDING -*

*\$7,640 TOTAL  
FOR LED  
LIGHTING CONVERSION  
(RECALL &  
CONVERSIONS)*

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Beginning	We are pleased to provide you with an estimate for the following work.	1	2,640.00	2,640.00

1) Replace all lamps in parking lot lights with new

2) Dispose of existing lamps

The estimate for the above listed is \$2640.00

(note: replacement of ballasts will be at \$94.00 per ballast)

Option #2 -

1) Replace all 18 parking lot fixtures with new LED & disposal of existing fixtures & lamps \$7640.00

Please feel free to contact me anytime with any questions or concerns. We look forward to working with you.

Sincerely  
Mark Diener  
920-449-2030

TOTAL

**\$2,640.00**

Accepted By

Accepted Date