Lake Geneva Utility Commission

MUNICIPAL WATER AND WASTEWATER SERVICES

361 W Main Street
P.O. Box 187
Lake Geneva, WI 53147
262-248-2311
www.lgutilitycommission.com

Dennis Lyon – President
Josh Gajewski – Utility Director
Jeff Ecklund – Water Superintendent
Ken Bauman – Wastewater Superintendent

LAKE GENEVA UTILITY COMMISSION
MONDAY APRIL 15, 2024 4:00 PM
COUNCIL CHAMBERS - CITY HALL, 626 GENEVA STREET

MEETINGS WILL BE HELD VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the Lake Geneva Utility Commission's live video stream can be found at https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Comments from the public as allowed by Wis. Statutes §19.84 (2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
4. Approve Utility Commission Minutes from March 18, 2024 as prepared and distributed
5. Acknowledgement of Correspondence
6. Approval of March 2024 Financials
7. Approval of March 2024 Bills
8. Directors Report
9. Discussion/Action on a quote to perform supplemental geotechnical exploration and analysis for the Big Foot Lift Station Force Main Replacement Project
10. Discussion/Action on the purchase of a replacement equipment crane
11. Discussion/Action on the purchase of a replacement control panel for the Mariane Terrace Lift Station
12. Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, regarding the Water Operator II position
13. Motion to return to open session pursuant to Wis. Stat. 19.85(2) and take action on any items discussed in the closed session
14. Adjourn

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Monday March 18, 2024 4:00pm
Council Chambers, City Hall – 626 Geneva St

THIS MEETING WAS HELD IN PERSON & VIRTUALLY

Call Meeting to Order – Lyon called the meeting to order at 4pm.

Roll Call – Lyon, Klein, Howell, Frame, Nord & Binn. Excused: Stanczak

Staff in Attendance – Gajewski & Busch

Zoom Attendance: Terri Meyerhofer from MSA Professional Services.

Comments from the public as allowed by Wis. Statutes §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
None

Approve Utility Commission Minutes from February 19, 2024, as prepared and distributed.
Howell/Binn motion to approve. Passed 6-0.

Acknowledgement of Correspondence
Notice of a public information meeting from Wisconsin Department of Transportation for the Highway 50 project on Thursday March 21, 2024.

Approval of February 2024 Financials
Binn/Howell motion to approve. Passed 6-0.

Approval of February 2024 Bills
Howell/Frame motion to approve. Passed 6-0.

Director's Report
Gajewski reviewed the submitted Directors Report.
Klein/Binn motion to approve. Passed 6-0.

Discussion / Action on the Pioneer Estates Water & Sanitary Sewer Agreements and related Utility metering and billing
Gajewski reminded the Commission that this item had been on the January agenda, and he wanted to provide an update. A formal response to the correspondence from Pioneer was submitted a couple of weeks ago and Gajewski is hoping to keep the momentum going toward a resolution.
No action taken.

Discussion/Action on proceeding to the bidding phase of the Big Foot Lift Station Force Main Replacement Project
Gajewski gave a background of this project and explained that currently plans are 10% finalized. Due to the multiple main breaks we have experienced, the WI DNR have issued a notice of non-compliance and this project must proceed. Discussion was had on timelines for the project. We still need permits from both SEWRPC and DNR before this can go out to bid so this can be brought back to the Commission in April if preferred. Meyerhofer added that plans include horizontal directional drilling and we are still waiting on the results from geotechnical work which is scheduled for next week. Next month, plans should be 60-90% complete. At this point, they are looking for approval to continue moving forward with the project.
Klein/Howell motion to continue this item to April. Discussion followed.

Frame made a motion to approve the project and proceed to the bidding portion. Motion failed for lack of a second.
Meyerhofer stated that the size of the main, materials and bid tab should all be ready by April's meeting. This is on the agenda so that we are all in agreement that a). the existing forcemain has failed, b). we need to replace that forcemain and c). we can agree on the direction of the new forcemain. Discussion followed regarding the project as a whole.
The commission voted on the original motion to continue the item to April's meeting. Passed 5-1 with Nord voting no.

Discussion/Action on a proposal for a replacement VFD at the Water Treatment Plant
Gajewski explained that this replacement was in the budget for 2024 but the quote exceeds the budgeted amount of $12K. Staff would like to proceed with the replacement and use funds from the Equipment Replacement Fund to cover the additional cost of $961.
Howell/Frame motion to approve. Passed 6-0.

Discussion/Action on a proposed sanitary sewer easement located on parcels ZA447400002, ZA447400001, and ZCL200013D
Gajewski said there is an existing sanitary sewer lift station here that was dedicated to Trostel but the forcemain was never registered with an easement. When Trostel went out of business, we took the lift station over and are now looking to get the easement recorded. Gajewski has spoken with the owners of the parcels but has yet to secure signatures from them. The city attorney has reviewed the language for the draft easement. Gajewski would like to proceed in obtaining signatures and getting the easement recorded.
Klein/Binn motion to approve. Passed 6-0.

Discussion/Action on acceptance of water and sanitary sewer improvements – Vistas of Edgewood Hills
Gajewski explained that these improvements were installed in 2022 and the Developer has now initiated the process of dedicating them to the city. There is a one year warranty bond from acceptance where the Developer would be responsible for any problems that arise in that time. The Utility does not accept private sewer laterals as shown on the diagram in the packet.
Howell/Frame motion to approve acceptance of water and sanitary sewer improvements for Vista of Edgewood Hills. Approved 6-0.

Discussion/Action on acceptance of water and sanitary sewer improvements – Summerhaven Phase II & III
Gajewski reported that these improvements were installed in 2019 & 2023 but some administrative items tied phase 2 & 3 together which caused a delay in dedicating them. This would be the same situation as with Edgewood Vistas except that the roads within Summerhaven are private and will not be dedicated to the city.
Frame/Binn motion to approve acceptance of water and sanitary sewer improvements for Summerhaven Phase II & III. Passed 6-0.

Adjourn
Binn/Nord motion to adjourn at 4:33pm. Passed 6-0.

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE LAKE GENEVA UTILITY COMMISSION

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 3 / 2024

FUND 61 - WASTEWATER UTILITY

REVENUES	**Current Period**	**YTD**	**2024 Budget**	**YTD vs Budget**	**YTD % of Budget** *25%*	**Prior YTD 2023**	**Prior YTD 5 Year Avg.**
INTEREST EARNED	33,812	96,814	229,600	-132,786	42.17%	59,477	15,499
CUSTOMER SALES	424,195	455,690	2,166,137	-1,710,447	21.04%	470,617	455,024
OTHER REVENUE	1,013	3,499	11,760	-8,261	29.76%	3,184	2,474
CAPITAL CONTRIBUTIONS	13,428	29,467	59,680	-30,213	49.38%	1,865	27,080
TOTAL REVENUES	**472,449**	**585,470**	**2,467,177**	**-1,881,707**	**23.73%**	**535,143**	**500,077**
EXPENSES							
TOTAL OUTSIDE SERVICES	19,420	49,870	430,343	-380,473	11.59%	55,021	53,132
TOTAL OPERATING EXPENSES	3,689	9,148	53,090	-43,942	17.23%	8,068	6,967
TOTAL INSURANCE	0	0	35,975	-35,975	0.00%	0	4,050
TOTAL SALARY & BENEFITS	53,602	164,666	653,911	-489,245	25.18%	164,925	140,589
TOTAL LAB SUPPLIES	141	12,010	22,800	-10,790	52.67%	9,769	8,198
TOTAL MISCELLANEOUS EXPENSE	0	0	1,000	-1,000	0.00%	92	102
TOTAL MAINTENANCE	30,766	42,951	366,700	-323,749	11.71%	41,874	15,249
TOTAL OPERATION & MAINTENANCE EXPENSES	**107,618**	**278,645**	**1,563,819**	**-1,285,174**	**17.82%**	**279,749**	**228,286**
REVENUES OVER O&M EXPENSES	**364,831**	**306,825**	**903,358**	**-596,533**		**255,393**	**271,791**
TOTAL CAPITAL OUTLAY	12,866	13,886	1,226,075	-1,212,189	1.13%	24,345	52,793
REVENUES OVER TOTAL EXPENSES	**351,965**	**292,939**	**-322,717**	**615,656**		**231,048**	**218,998**
TOTAL CASH TRANSFERS	362,124	481,185	328,120	153,065	146.65%	66,765	143,161
NET CHANGE IN CASH BALANCE	**-10,159**	**-188,246**	**-650,837**	**462,591**		**164,283**	**75,837**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Wastewater Utility Fund Cash	266,605	-340,116	-73,511
LGIP #10 - Capital Project Fund	3,672,421	16,783	3,689,204
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	1,846,421	8,410	1,854,832
LGIP #13 - Equipment Replacement Fund	1,704,395	7,789	1,712,184
LGIP #14 - Wastewater Operating Reserves Fund	0	282,517	282,517
TOTAL WASTEWATER CASH AND INVESTMENT	**7,489,842**	**-24,617**	**7,465,225**

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 3 / 2024

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget	YTD % of Budget *25%*	Prior YTD 2023	Prior YTD 5 Year Avg.
INTEREST EARNED	20,787	57,993	134,300	-76,307	43.18%	33,825	8,775
CUSTOMER SALES	405,881	406,047	1,882,606	-1,476,559	21.57%	411,835	407,156
OTHER REVENUE	42,394	146,334	316,710	-170,376	46.20%	135,092	131,575
CAPITAL CONTRIBUTIONS	10,980	21,950	42,200	-20,250	52.01%	2,704	23,863
TOTAL REVENUES	**480,042**	**632,323**	**2,375,816**	**-1,743,493**	**26.61%**	**583,456**	**571,369**
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	6,357	13,465	76,000	-62,535	17.72%	13,605	12,407
TOTAL SOURCE OF SUPPLY - MAINTENANCE	34,729	36,858	16,300	20,558	226.12%	4,651	3,103
TOTAL PUMPING EXPENSE - OPERATION	6,522	13,679	86,700	-73,021	15.78%	14,210	12,917
TOTAL PUMPING EXPENSE - MAINTENANCE	20,431	22,943	101,950	-79,007	22.50%	2,669	1,292
TOTAL WATER TREATMENT - OPERATION	9,294	21,550	121,550	-100,000	17.73%	19,468	21,120
TOTAL WATER TREATMENT - MAINTENANCE	7,074	15,613	81,150	-65,537	19.24%	24,222	22,439
TOTAL TRANS. & DISTRIBUTION - OPERATION	7,602	16,187	57,350	-41,163	28.23%	13,647	11,160
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	20,068	47,079	215,400	-168,321	21.86%	40,615	44,864
TOTAL CUSTOMER ACCOUNTS	5,152	18,030	79,080	-61,050	22.80%	21,469	17,427
TOTAL ADMIN & GENERAL OPERATIONS	39,700	123,194	506,421	-383,228	24.33%	115,628	95,654
TOTAL OTHER EXPENSES	23,500	70,500	273,000	-202,500	25.82%	75,000	76,200
TOTAL OPERATION & MAINTENANCE EXPENSES	**180,429**	**399,098**	**1,614,901**	**-1,215,803**	**24.71%**	**345,183**	**318,582**
REVENUES OVER O&M EXPENSES	**299,612**	**233,225**	**760,915**	**-527,690**		**238,273**	**252,787**
TOTAL CAPITAL OUTLAY	6,037	36,427	807,975	-771,548	4.51%	35,531	39,757
REVENUES OVER TOTAL EXPENSES	**293,575**	**196,798**	**-47,060**	**243,858**		**202,742**	**213,031**
TOTAL CASH TRANSFERS	433,450	851,663	-67,500	919,163	-1261.72%	40,578	85,860
NET CHANGE IN CASH BALANCE	**-139,875**	**-654,865**	**20,440**	**-675,305**		**162,164**	**127,171**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Water Utility Fund Cash	292,385	-539,395	-247,011
LGIP #1 - Capital Project Fund	2,377,997	10,867	2,388,864
LGIP #2 - Impact Fee Fund	1,097,273	4,997	1,102,269
LGIP #3 - Equipment Replacement Fund	833,231	3,808	837,039
LGIP #4 - Water Operating Reserves Fund	0	379,411	379,411
TOTAL WATER FUND CASH AND INVESTMENT	**4,600,886**	**-140,312**	**4,460,573**

Report Criteria:
Detail report.
Invoices with totals above $5000.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62"

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
61					
MSA PROFESSIONAL SERVICES INC					
003089	03/19/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	11,079.33
Total MSA PROFESSIONAL SERVICES INC:					11,079.33
MULCAHY/SHAW WATER INC					
325830	03/29/2024	NEW SEUM PUMP	61-00-00-18540	BIO TRTMNT & DISP EQP PROCESS	11,594.00
Total MULCAHY/SHAW WATER INC:					11,594.00
ALLIANT ENERGY/WPL					
280954000024	04/01/2024	HASKINS ST SEWER PLANT	61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	14,401.87
Total ALLIANT ENERGY/WPL:					14,401.87
UNITED LABORATORIES					
INV402690	03/13/2024	LIFT STN MAINT/SHOP SUPP E	61-00-00-53500	OPERATIONS TOOLS & EQUIP	586.20
Total UNITED LABORATORIES:					586.20
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	MAINTENANCE OF RAS PUMPS	61-00-00-93603	MAINT-PROCESS EQUIP	88.45
Total AMAZON CAPITAL SERVICES:					88.45
SABEL MECHANICAL LLC					
240187	04/03/2024	LAGRANGE LS MAINT	61-00-00-93800	MAINT-LIFT STATIONS	9,060.40
Total SABEL MECHANICAL LLC:					9,060.40
UNITED LABORATORIES					
INV402690	03/13/2024	LIFT STN MAINT/SHOP SUPP E	61-00-00-93800	MAINT-LIFT STATIONS	10,129.20
Total UNITED LABORATORIES:					10,129.20
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	SEEPAGE CELL GATE OPENER	61-00-00-93830	MAINT-SEEPAGE CELLS/POND	25.85
Total AMAZON CAPITAL SERVICES:					25.85
Total 61:					56,965.30
62					
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	LOCKOUT ELECTRODE WELL #	62-00-00-61400	WELLS MAINTENANCE	38.00
89C4-FEB2024	03/28/2024	CARGO CARRIER FOR GENERA	62-00-00-66500	MISC EXPENSE LICENSE & TOOLS	355.19
89C4-FEB2024	03/28/2024	STORAGE HOOKS-PLANT B	62-00-00-93000	MISCELLANEOUS GENERAL EXP	8.99
Total AMAZON CAPITAL SERVICES:					402.18

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total 62:				402.18
Grand Totals:				57,367.48

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above $5000.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62"

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62"

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
61					
MSA PROFESSIONAL SERVICES INC					
003089	03/19/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	11,079.33
003530	04/04/2024	HWY 50 CONSTR EST-SVCS 2/2	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	176.25
Total MSA PROFESSIONAL SERVICES INC:					11,255.58
MULCAHY/SHAW WATER INC					
325830	03/29/2024	NEW SEUM PUMP	61-00-00-18540	BIO TRTMNT & DISP EQP PROCESS	11,594.00
Total MULCAHY/SHAW WATER INC:					11,594.00
CULLIGAN OF BURLINGTON					
500X03061005	03/31/2024	LAB WATER-DISTILLED	61-00-00-52100	LABORATORY SERVICES	103.00
Total CULLIGAN OF BURLINGTON:					103.00
NORTHERN LAKE SERVICE INC					
2404298	03/20/2024	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	309.38
2404380	03/21/2024	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	309.38
2404451	03/22/2024	FIRST QUARTER SLUDGE TEST	61-00-00-52100	LABORATORY SERVICES	822.79
2404872	03/29/2024	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	309.38
2405356	04/08/2024	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	309.38
Total NORTHERN LAKE SERVICE INC:					2,060.31
WE ENERGIES					
4949064497	03/12/2024	HASKINS ST DEWATERING BLD	61-00-00-52500	UTILITY-GAS-PLANT	238.21
4949070438	03/12/2024	HASKINS ST WEST BLDG-STOR	61-00-00-52500	UTILITY-GAS-PLANT	352.89
4949960043	03/12/2024	HASKINS ST WWTF-SEWER PL	61-00-00-52500	UTILITY-GAS-PLANT	490.50
4946480597	03/08/2024	EDGEWOOD DR LIFT STN	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	13.05
4951149214	03/13/2024	LAGRANGE DR LIFT STN	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	22.19
4955221756	03/15/2024	BIG FOOT LIFT STATION	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	16.55
Total WE ENERGIES:					1,133.39
ALLIANT ENERGY/WPL					
143875000024	04/01/2024	191 HASKINS ST DEWATER BLD	61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	315.92
280954000024	04/01/2024	HASKINS ST SEWER PLANT	61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	14,401.87
507753000024	04/01/2024	361 W MAIN ST SIGN	61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	19.24
974671000024	04/01/2024	361 MAIN ST HALLWAY	61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	95.82
055361000024	04/01/2024	361 MAIN ST CC LIFT	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	72.68
141180000024	04/01/2024	LAGRANGE DR LIFT STN	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	209.03
277971000024	04/01/2024	MARIANE TER LIFT STN	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	35.23
307955000024	04/01/2024	MAXWELL ST LIFT STN	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	51.74
327113000024	04/01/2024	BAYVIEW DR LIFT STN	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	52.25
599411000024	04/01/2024	361 STATE ROAD 120 BIG FOOT	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	281.45
962961000024	04/01/2024	EDGEWOOD DR LIFT STN	61-00-00-52525	UTILTITY-ELECTRICITY-COLL SYS	273.64
Total ALLIANT ENERGY/WPL:					15,808.87

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
SHI INTERNATIONAL CORP.				
B18148808	03/29/2024	VEEM BACKUP RENEWAL	61-00-00-53050 COMPUTER EXPENSE	126.85
Total SHI INTERNATIONAL CORP.:				126.85
WI DEPT OF ADMINISTRATION				
505-00000779	04/09/2023	IRONPORT ACCT FEE 04/2023	61-00-00-53050 COMPUTER EXPENSE	3.05
505-00000787	05/12/2023	IRONPORT ACCT FEE-5/2023	61-00-00-53050 COMPUTER EXPENSE	3.05
505-00000796	06/09/2023	IRONPORT ACCT FEE-6/2023	61-00-00-53050 COMPUTER EXPENSE	3.06
505-00000810	07/13/2023	IRONPORT ACCT FEE-7/2023	61-00-00-53050 COMPUTER EXPENSE	3.05
505-00000891	03/12/2024	IRONPORT ACCT FEE	61-00-00-53050 COMPUTER EXPENSE	3.05
Total WI DEPT OF ADMINISTRATION:				15.26
CAPITAL ONE				
824075678094	03/15/2024	POSTER BOARD HWY 50; HAN	61-00-00-53100 OFFICE SUPPLIES EXPENSE	29.36
Total CAPITAL ONE:				29.36
CENTRAL PRINTING AND MEDIA SOLUTIONS				
192112	04/05/2024	REGULAR & WINDOW ENVELO	61-00-00-53100 OFFICE SUPPLIES EXPENSE	292.45
Total CENTRAL PRINTING AND MEDIA SOLUTIONS:				292.45
CHARTER COMMUNICATIONS				
152473801032	03/21/2024	INTERNET SVC MAR 2024	61-00-00-53100 OFFICE SUPPLIES EXPENSE	10.00
Total CHARTER COMMUNICATIONS:				10.00
MARTIN BUSINESS GROUP				
1305808	03/20/2024	SERVICE CONTRACT/COPIES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	126.05
Total MARTIN BUSINESS GROUP:				126.05
ODP BUSINESS SOLUTIONS LLC				
358306366001	03/21/2024	COPY PAPER	61-00-00-53100 OFFICE SUPPLIES EXPENSE	40.49
Total ODP BUSINESS SOLUTIONS LLC:				40.49
AT&T				
262248865603	03/13/2024	MAR 2024 MONTHLY PHONE BI	61-00-00-53110 TELEPHONE EXPENSE	115.76
Total AT&T:				115.76
FNBO				
554328640842	03/24/2024	VONAGE PHONE SVC 3/23/2024	61-00-00-53110 TELEPHONE EXPENSE	133.09
Total FNBO:				133.09
US CELLULAR				
0639236833	03/04/2024	WWTF MONTHLY PHONE BILL	61-00-00-53110 TELEPHONE EXPENSE	122.24
Total US CELLULAR:				122.24
AMY'S SHIPPING EMPORIUM				
93368	03/22/2024	SHIPPING-SOIL SAMPLES DA1	61-00-00-53120 POSTAGE	17.41

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
Total AMY'S SHIPPING EMPORIUM:					17.41
WISCONN VALLEY MEDIA GROUP					
140793-1	03/24/2024	LEGAL NOTICE-WW RATE CHA	61-00-00-53140	OFFICIAL PUBLICATIONS & NOTICE	341.17
Total WISCONN VALLEY MEDIA GROUP:					341.17
FURGER, DEREK					
FURGER03282	03/28/2024	REIMB-OPERATOR CERT TRAIN	61-00-00-53300	TRAVEL & MILEAGE EXPENSE	99.16
FURGER03282	03/28/2024	REIMB-OPERATOR CERT TRAIN	61-00-00-53310	MEALS, LODGING, ETC	14.96
FURGER03282	03/28/2024	REIMB-OPERATOR CERT TRAIN	61-00-00-53320	CONFERENCES & SCHOOL	116.35
FURGER04112	04/11/2024	REIMB DNR ELC RENEWAL - O	61-00-00-53320	CONFERENCES & SCHOOL	45.90
Total FURGER, DEREK:					276.37
UNITED LABORATORIES					
INV402690	03/13/2024	LIFT STN MAINT/SHOP SUPP E	61-00-00-53500	OPERATIONS TOOLS & EQUIP	586.20
Total UNITED LABORATORIES:					586.20
CORE & MAIN LP					
U395529	03/22/2024	COLL SYS MAINT-TOOLS-POLE	61-00-00-53510	OPERATIONS-EQUIPMENT	611.07
Total CORE & MAIN LP:					611.07
AMERICAN INDUSTRIAL MEDICAL					
23949	07/11/2023	HEARING TESTS	61-00-00-53900	FIRST AID & SAFETY SUPPLIES	235.00
Total AMERICAN INDUSTRIAL MEDICAL:					235.00
CINTAS FIRST AID & SAFETY					
5206026914	04/10/2024	RESTOCK FIRST AID SUPPLIES	61-00-00-53900	FIRST AID & SAFETY SUPPLIES	46.68
Total CINTAS FIRST AID & SAFETY:					46.68
VORPAHL FIRE & SAFETY					
215378967	03/15/2024	SAFETY VESTS	61-00-00-53900	FIRST AID & SAFETY SUPPLIES	39.57
Total VORPAHL FIRE & SAFETY:					39.57
EVERBRIDGE					
M80599	03/18/2024	NIXLE SERVICES 03/18/24-03/17	61-00-00-53990	MISCELLANEOUS EXPENSE	333.33
Total EVERBRIDGE:					333.33
CAPITAL ONE					
704053630292	02/22/2024	BATTERIES, GEL PENS, PAPER	61-00-00-64000	LABORATORY SUPPLIES	85.93
Total CAPITAL ONE:					85.93
SECURIAN FINANCIAL GROUP					
MAY 2024 LIFE	04/01/2024	MAY LIFE INS 2024	61-00-00-92630	LIFE INSURANCE EXPENSE	10.73
Total SECURIAN FINANCIAL GROUP:					10.73

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	MAINTENANCE OF RAS PUMPS	61-00-00-93603	MAINT-PROCESS EQUIP	88.45
Total AMAZON CAPITAL SERVICES:					88.45
ROTE OIL					
63006663	03/14/2024	PROCESS EQUIP PMS - LUBES	61-00-00-93603	MAINT-PROCESS EQUIP	1,545.00
Total ROTE OIL:					1,545.00
DUNN LUMBER					
1684412	04/08/2024	VINYL TUBE-POLY SYSTEM MAI	61-00-00-93607	MAINT-DEWATERING-B/PRESS EQUIP	44.81
Total DUNN LUMBER:					44.81
CAPITAL ONE					
014053631735	02/22/2024	SHOP SUPP-WINDSHIELD WAS	61-00-00-93700	MAINT-VEHICLES & EQUIP	49.77
Total CAPITAL ONE:					49.77
ITU ABSORB TECH INC					
8309420	03/28/2024	SHOP RAGS	61-00-00-93700	MAINT-VEHICLES & EQUIP	32.88
Total ITU ABSORB TECH INC:					32.88
SABEL MECHANICAL LLC					
240182	04/02/2024	BIG FOOT LS MAINT	61-00-00-93800	MAINT-LIFT STATIONS	4,984.57
240187	04/03/2024	LAGRANGE LS MAINT	61-00-00-93800	MAINT-LIFT STATIONS	9,060.40
Total SABEL MECHANICAL LLC:					14,044.97
UNITED LABORATORIES					
INV402690	03/13/2024	LIFT STN MAINT/SHOP SUPP E	61-00-00-93800	MAINT-LIFT STATIONS	10,129.20
Total UNITED LABORATORIES:					10,129.20
ALLIANT ENERGY/WPL					
252422000024	04/01/2024	E STATE ROAD 50 GATE	61-00-00-93820	MAINT-RECEIVING STATION	19.80
054885000024	04/01/2024	E STATE ROAD 50 SEEPAGE	61-00-00-93830	MAINT-SEEPAGE CELLS/POND	109.67
Total ALLIANT ENERGY/WPL:					129.47
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	SEEPAGE CELL GATE OPENER	61-00-00-93830	MAINT-SEEPAGE CELLS/POND	25.85
Total AMAZON CAPITAL SERVICES:					25.85
Total 61:					71,640.56
62					
MSA PROFESSIONAL SERVICES INC					
003530	04/04/2024	HWY 50 CONSTR EST-SVCS 2/2	62-00-00-10700	CONSTRUCTION WORK IN PROCESS	176.25
Total MSA PROFESSIONAL SERVICES INC:					176.25
ULINE					
176315657	04/01/2024	60 X 30 TABLE-OFFICE RENOVA	62-00-00-10700	CONSTRUCTION WORK IN PROCESS	492.14

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ULINE:				492.14
CORE & MAIN LP				
T977557	02/28/2024	7.5' HYDRANT	62-00-00-15000 MATERIAL-SUPPLIES	4,885.00
Total CORE & MAIN LP:				4,885.00
ALLIANT ENERGY/WPL				
145511000024	04/01/2024	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	1,250.55
327391000024	04/01/2024	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	463.82
348370000024	04/01/2024	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	504.67
972745000024	04/01/2024	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	571.62
Total ALLIANT ENERGY/WPL:				2,790.66
WE ENERGIES				
4948318632	03/11/2024	WAVERLY ST WELLHOUSE #4	62-00-00-60300 MISC EXPENSES & UTILITY	51.41
4952375991	03/14/2024	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	72.86
Total WE ENERGIES:				124.27
AMAZON CAPITAL SERVICES				
89C4-FEB2024	03/28/2024	LOCKOUT ELECTRODE WELL #	62-00-00-61400 WELLS MAINTENANCE	38.00
Total AMAZON CAPITAL SERVICES:				38.00
ALLIANT ENERGY/WPL				
347962000024	04/01/2024	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	106.21
576425000024	04/01/2024	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	4,711.59
717061000024	04/01/2024	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	214.02
Total ALLIANT ENERGY/WPL:				5,031.82
WE ENERGIES				
4948349021	03/11/2024	WATER DEPT MAIN BLDG	62-00-00-62300 PUMPING POWER PURCHASED	643.83
4948668021	03/12/2024	CENTER ST BOOSTER STN	62-00-00-62300 PUMPING POWER PURCHASED	32.29
Total WE ENERGIES:				676.12
ALLIANT ENERGY/WPL				
974671000024	04/01/2024	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	95.83
Total ALLIANT ENERGY/WPL:				95.83
HD SUPPLY INC				
INV00314107	03/22/2024	CHLORINE SWIFTEST & PHOSV	62-00-00-64200 LABOR & EXPENSES (LAB)	126.24
Total HD SUPPLY INC:				126.24
NORTHERN LAKE SERVICE INC				
2404471	03/22/2024	MANGANESE MONTHLY	62-00-00-64200 LABOR & EXPENSES (LAB)	43.81
Total NORTHERN LAKE SERVICE INC:				43.81
WI STATE LABORATORY OF HYGIENE				
771338	03/31/2024	MONTHLY FLUORIDE SPLIT SA	62-00-00-64200 LABOR & EXPENSES (LAB)	29.00

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
Total WI STATE LABORATORY OF HYGIENE:					29.00
CERTIFIED LABORATORIES					
8606604	03/12/2024	WINDEX GLASS CLEANER	62-00-00-65100	PLANT MAINTENANCE	204.84
Total CERTIFIED LABORATORIES:					204.84
DUNN LUMBER					
1672904	03/25/2024	PAINT	62-00-00-65100	PLANT MAINTENANCE	39.99
Total DUNN LUMBER:					39.99
HOME DEPOT CREDIT SERVICES					
2021064	03/25/2024	PAINT SUPPLIES-BRUSHES RO	62-00-00-65100	PLANT MAINTENANCE	36.81
6024555	03/11/2024	TRMT PLANT WALL & CEILING	62-00-00-65100	PLANT MAINTENANCE	51.72
9010407	03/08/2024	SAND-WALL CEILING TEXTURE	62-00-00-65100	PLANT MAINTENANCE	8.88
9070512	03/18/2024	SANDING BLOCK	62-00-00-65100	PLANT MAINTENANCE	17.96
Total HOME DEPOT CREDIT SERVICES:					115.37
CERTIFIED LABORATORIES					
8606604	03/12/2024	BOOSTER PUMPS OIL	62-00-00-65200	MAINT WATER TREATMENT EQUIP	246.06
Total CERTIFIED LABORATORIES:					246.06
ALLIANT ENERGY/WPL					
098433000024	04/01/2024	750 WILD RIDGE DR WATER TO	62-00-00-66100	MAINT OPS-STANDPIPES	110.23
520171000024	03/29/2024	1887 DODGE ST TOWER	62-00-00-66100	MAINT OPS-STANDPIPES	34.01
Total ALLIANT ENERGY/WPL:					144.24
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	CARGO CARRIER FOR GENERA	62-00-00-66500	MISC EXPENSE LICENSE & TOOLS	355.19
Total AMAZON CAPITAL SERVICES:					355.19
CORE & MAIN LP					
U444167	03/01/2024	VALVE BOX PLUGS-MAINT OF	62-00-00-67300	MAINT OF MAINS & VALVES	412.28
Total CORE & MAIN LP:					412.28
DUNN LUMBER					
1668819	03/19/2024	BATTERIES FOR METRO TECH	62-00-00-67300	MAINT OF MAINS & VALVES	18.99
1668828	03/19/2024	BATTERIES FOR METROTECH	62-00-00-67300	MAINT OF MAINS & VALVES	19.99
175237	03/19/2024	METROTECH BATTERIES-PRIC	62-00-00-67300	MAINT OF MAINS & VALVES	19.99-
Total DUNN LUMBER:					18.99
DOWN TO EARTH					
8327	03/25/2024	1041 PARK ROW LEAD SVC RE	62-00-00-67500	MAINT SERVICES & CURB BOX	3,503.00
Total DOWN TO EARTH:					3,503.00
SCHMITZ READY MIX INC					
1094930-IN	03/19/2024	LEAD SERVICE REPL-1041 PAR	62-00-00-67500	MAINT SERVICES & CURB BOX	866.25

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total SCHMITZ READY MIX INC:				866.25
DUNN LUMBER				
1662554	03/11/2024	COUPLINGS/NIPPLES/VALVES-	62-00-00-67600 MAINT OF METERS	48.27
1673147	03/25/2024	COUPLINGS/NIPPLES/PLUMBIN	62-00-00-67600 MAINT OF METERS	28.46
Total DUNN LUMBER:				76.73
WILMAR PUMP & SUPPLY INC				
0224890-IN	03/18/2024	BRASS FITTINGS-MAINT METE	62-00-00-67600 MAINT OF METERS	238.36
Total WILMAR PUMP & SUPPLY INC:				238.36
HD SUPPLY INC				
INV00314107	03/22/2024	HYDRANT ADAPTERS	62-00-00-67700 MAINT OF HYDRANTS	164.83
Total HD SUPPLY INC:				164.83
AT&T				
262248865603	03/13/2024	MAR 2024 MONTHLY PHONE BI	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	115.76
Total AT&T:				115.76
BUSCH, JOANNE				
BUSCH032727	03/27/2024	REIMB-NOTARY COMMISSION	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	70.00
Total BUSCH, JOANNE:				70.00
CAPITAL ONE				
824075678094	03/15/2024	POSTER BOARD HWY 50; HAN	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	29.36
Total CAPITAL ONE:				29.36
CENTRAL PRINTING AND MEDIA SOLUTIONS				
192112	04/05/2024	REGULAR & WINDOW ENVELO	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	292.45
Total CENTRAL PRINTING AND MEDIA SOLUTIONS:				292.45
CHARTER COMMUNICATIONS				
152474701032	03/21/2024	WATER MARCH INTERNET	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
FNBO				
554328640842	03/24/2024	VONAGE PHONE SVC 3/23/2024	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	133.08
Total FNBO:				133.08
MARTIN BUSINESS GROUP				
1305808	03/20/2024	SERVICE CONTRACT/COPIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	126.05
Total MARTIN BUSINESS GROUP:				126.05
ODP BUSINESS SOLUTIONS LLC				
358306366001	03/21/2024	COPY PAPER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	40.49

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
Total ODP BUSINESS SOLUTIONS LLC:					40.49
SHI INTERNATIONAL CORP.					
B18148808	03/29/2024	VEEM BACKUP RENEWAL	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	126.84
Total SHI INTERNATIONAL CORP.:					126.84
US CELLULAR					
0639236833	03/04/2024	WATER MONTHLY PHONE BILL	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	227.02
Total US CELLULAR:					227.02
WI DEPT OF ADMINISTRATION					
505-00000779	04/09/2023	IRONPORT ACCT FEE 04/2023	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	3.06
505-00000787	05/12/2023	IRONPORT ACCT FEE-5/2023	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	3.06
505-00000796	06/09/2023	IRONPORT ACCT FEE-6/2023	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	3.05
505-00000810	07/13/2023	IRONPORT ACCT FEE-7/2023	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	3.06
505-00000891	03/12/2024	IRONPORT ACCT FEE	62-00-00-92100	OFFICE SUPPLIES & EXPENSE	3.06
Total WI DEPT OF ADMINISTRATION:					15.29
CLEAN WATER ENGINEERING LLC					
1061	04/02/2024	CROSS CONNECITON INSPECT	62-00-00-92300	OUTSIDE SERVICES EMPLOYED	1,710.00
Total CLEAN WATER ENGINEERING LLC:					1,710.00
MSA PROFESSIONAL SERVICES INC					
003530	04/04/2024	LG WATER SVC GEN ENGR & G	62-00-00-92300	OUTSIDE SERVICES EMPLOYED	337.50
Total MSA PROFESSIONAL SERVICES INC:					337.50
AMERICAN INDUSTRIAL MEDICAL					
23949	07/11/2023	HEARING TESTS	62-00-00-92600	EMPLOYEE PENSIONS & BENEFITS	235.00
Total AMERICAN INDUSTRIAL MEDICAL:					235.00
SECURIAN FINANCIAL GROUP					
MAY 2024 LIFE	04/01/2024	MAY LIFE INS 2024	62-00-00-92630	LIFE INSURANCE EXPENSE	13.61
Total SECURIAN FINANCIAL GROUP:					13.61
AMAZON CAPITAL SERVICES					
89C4-FEB2024	03/28/2024	STORAGE HOOKS-PLANT B	62-00-00-93000	MISCELLANEOUS GENERAL EXP	8.99
Total AMAZON CAPITAL SERVICES:					8.99
CINTAS FIRST AID & SAFETY					
5206026984	04/10/2024	RESTOCK FIRST AID SUPPLIES	62-00-00-93000	MISCELLANEOUS GENERAL EXP	70.11
Total CINTAS FIRST AID & SAFETY:					70.11
EVERBRIDGE					
M80599	03/18/2024	NIXLE SERVICES 03/18/24-03/17	62-00-00-93000	MISCELLANEOUS GENERAL EXP	333.32
Total EVERBRIDGE:					333.32

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
VORPAHL FIRE & SAFETY					
215378967	03/15/2024	SAFETY VESTS	62-00-00-93000	MISCELLANEOUS GENERAL EXP	39.58
Total VORPAHL FIRE & SAFETY:					39.58
LOU'S GLOVES INC					
055756	03/25/2024	EXAM GRADE GLOVES-NITRILE	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	157.00
Total LOU'S GLOVES INC:					157.00
Total 62:					25,096.70
Grand Totals:					96,737.26

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62"

Lake Geneva Utility Commission

MUNICIPAL WATER AND WASTEWATER SERVICES

361 W Main Street
P.O. Box 187
Lake Geneva, WI 53147
262-248-2311
www.lgutilitycommission.com

Dennis Lyon – President
Josh Gajewski – Utility Director
Jeff Ecklund – Water Superintendent
Ken Bauman – Wastewater Superintendent

TO: Lake Geneva Utility Commission
FROM: Josh Gajewski, Utility Director
SUBJECT: April 2024 Director's Report

OPERATIONS UPDATE

WATER OPERATIONS

Staff continued working in the field to locate valves and services ahead of the upcoming leak survey. Field work for the survey is scheduled to start April 15th, with a completion goal of May 24th.

The Grand Geneva Resort & Spa's Employee Dormitory water service was successfully installed April 15-17th. It is anticipated that occupancy of the building will be initiated prior to Memorial Day.

Spring hydrant flushing is tentatively scheduled to start in mid-May, immediately following the completion of the leak survey work.

The EPA recently finalized a revision to the national drinking water standards for PFAS, establishing maximum contaminant levels (MCL) of 4.0 parts per trillion for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). This is a change from the previous health advisory levels (HAL) set in 2016 at 70 parts per trillion. Additionally, the final rule set an individual MCL of 10 ppt for perfluorohexanesulfonic acid (PFHxS), perfluorononanoic acid (PFNA), and hexafluoropropylene oxide dimer acid (HFPO-DA).

WASTEWATER OPERATIONS

Staff has been working with Engineering to advance the Big Foot Lift Station project, which is noticed on the April agenda for additional Commission action.

Staff have been working on the annual manhole inspection schedule, along with the preventative main cleaning schedule, which will continue through the summer months.

The sanitary lift station required for Phase 5 of Symphony Bay was set on March 19th and Utility staff has continued to coordinate with the Developer for various items needed for the completion and startup of the station. It is expected that site work will continue through the next month before startup is scheduled.

OFFICE & ADMINISTRATION

Field work for the 2023 audit was completed the week of March 18th, and staff continues to coordinate with L&A to finalize the annual reporting required for the PSC.

2nd quarter collections are underway, with current bills being due on April 20th.

9. Big Foot Lift Station Force Main Replacement Project

In the last month project work was focused on geotechnical evaluation and additional surveying, prior to the continuation of plan development. Unfortunately, the weather caused two different delays in the anticipated schedule of completion for soil borings. Additionally, the preliminary results of the soil samples revealed the likely presence of cobbles and boulders along portions of South St.

In order to effectively evaluate whether horizontal drilling is appropriate, or where along the project corridor it may be a useful installation method, additional soil evaluations are suggested before additional plan development occurs. The suggested test pits would be developed at three locations along South St and are expected to be 5' x 8' at the surface, extending 15' below grade. The additional cross-section and engineering evaluation will provide more opportunity to evaluate the horizontal and profile placement within the right of way prior to bidding or dealing with change orders during the work.

A scope of requested work was prepared, and pricing was solicited from the geotechnical engineering group involved with the project. While the additional work is within the threshold of authority of the Utility Director, this work was not initially included in the scope of anticipated geotechnical analysis, and Commission review is requested.

Staff recommends the Commission authorize the supplemental geotechnical engineering and analysis proposed by Giles Engineering Associates for the Big Foot Lift Station Force Main Replacement Project.

10. Replacement Equipment Crane Purchase

Historically, the Utility utilized a hitch-mounted crane to assist in removing below-grade equipment and materials, as well as to load trucks with similar items. The former crane was of poor construction and condition, and was generally unreliable. The unit was removed from service due to concerns it posed as a result of the noted issues. Staff has solicited pricing for a comparable crane and installation on a Wastewater Department truck, copies of which are included in packets for Commission review.

Due to the former crane being removed from service mid-year, a replacement is not included in the 2024 Utility budgets. Staff would recommend that the funding necessary for the replacement be withdrawn from the Equipment Replacement Fund.

Action is recommended to approve the purchase of a replacement crane, as proposed by Knapheide, with funding to be utilized from the Equipment Replacement Fund.

12. Mariane Terrace Control Panel Replacement

The replacement of the Mariane Terrace Lift Station control panel was budgeted in 2024, in the amount of $45,000, designated from the Equipment Replacement Fund. The scope of the panel replacement would include all new electrical equipment for pumping and control, relocating them from a confined space entry location to an area that is above grade and adjacent to the existing telemetry equipment. Staff discussed the scope of requested work with the Utility's vendor of choice for SCADA equipment and controls, obtaining a quote for the equipment and labor necessary to complete the relocation and upgrade. As the quote of $48,532 is higher than the budgeted amount, Staff would recommend the remaining balance necessary would also be used from the Equipment Replacement Fund.

Action is recommended by Staff to approve the replacement of the Mariance Terrace Lift Station control panel, as proposed by LW Allen, allocating the necessary funding from the Equipment Replacement Fund.

13. Closed Session – Water Operator II

Staff will be available to attend and provide background during the Closed Session, as may be requested by the Commission.

		NO.	DATE	REVISION	BY
PROJECT DATE: .	DRAWN BY: AJM	.	.	.	.
	DESIGNED BY: AJM	.	.	.	.
	CHECKED BY: TKM	.	.	.	.

PLOT DATE: 3/4/2024 5:00 PM, G:\07\07815\07815012\CADD\Construction Documents\07815012 G Sheets.dwg

MSA
ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1702 Pankratz St Madison, WI 53704
(608) 242-7779 www.msa-ps.com
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LAKE GENEVA FORCE MAIN REMEDIATION
CITY OF LAKE GENEVA UTILITIES
WALWORTH COUNTY, WISCONSIN

OVERALL SITE PLAN

PROJECT NO. 07815012
SHEET G2

GILES
ENGINEERING ASSOCIATES, INC.
GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

• Dallas, TX
• Los Angeles, CA
• Manassas, VA
• Milwaukee, WI

April 12, 2024

Lake Geneva Utility Commission
PO Box 187
361 W. Main Street
Lake Geneva, WI 53147

Attention: Mr. Josh Gajewski
Utility Director

Proposal for: Supplemental Geotechnical Engineering Exploration and Analysis
Proposed LG Bigfoot FM Relay Project
S. Lake Shore Drive & W. South Street
Lake Geneva, Wisconsin
Giles Proposal No. 1GP-2404031

Dear Mr. Gajewski:

Giles Engineering Associates, Inc. ("Giles") is pleased to submit this proposal to conduct a *Supplemental Geotechnical Engineering Exploration and Analysis* for the proposed project. The *Supplemental Geotechnical Engineering Exploration and Analysis* will include supplemental geotechnical subsurface exploration program, and supplemental geotechnical engineering. Service areas are briefly discussed herein and are based on our understanding and assumptions about the proposed project. The purpose of the *Supplemental Geotechnical Engineering Exploration and Analysis* is to provide geotechnical-related recommendations for the proposed project. This proposal is based on the request for proposal provided by MSA.

FIELD SERVICES

As requested, two 15-foot-deep test pits are planned to be conducted in the proposed HDD area, with an option for an additional 15-foot-deep test pit. The purpose of the test pits is to observe subsurface conditions with regard to the large cobbles and boulders encountered within the test borings. A Giles representative will observe the excavation procedures and will log the subsurface conditions within each test pit. Each test pit excavation will be backfilled after the soil conditions are logged; however, backfill material will be loosely placed and will, therefore, be unsuitable for structural support.

Prior to our fieldwork, Giles will contact Diggers Hotline®, the public utility locator service, to "clear" the test pit areas for public utilities. Even with this service, "private" utilities (which are typically not identified by the public utility locator) could exist in the test pit areas. It is important to note that even with a private utility locator service, unknown private utilities could be damaged. Giles will not be responsible for damage to any unknown or unmarked underground utilities.

GEOTECHNICAL ENGINEERING SERVICES

Results of the field services will be provided in a report that will be signed and sealed by a professional engineer. Information will be provided regarding the HDD within the proposed alignment.

SPECIAL CONSIDERATIONS

The field activities will be performed with a reasonable standard of care. However, because the test pits will be conducted using heavy equipment, disturbance and damage to surface materials should be

expected, especially in grassy areas and where surface materials are soft, loose, or otherwise unstable. Surface materials might need to be repaired after the test borings are conducted. Giles will remediate the disturbance to landscaping with grass seed and hay or to other surface materials.

PROPOSED FEES

The total fee to perform the services outlined above is **$2,057.50**. If an additional test pit is requested on the same day the total for the **additional test pit** would be **$2,537.50**. Itemized costs are shown in the attached *Breakdown of Proposed Fees*. Additional work required over and above the proposed scope will be billed in accordance with the *Schedule of Standard Fees*. The attachments, listed below, are part of this proposed agreement.

SCHEDULE

It is estimated that the field services will be completed about 10 to 15 business days after we are authorized to proceed with the project, and the written report will likely be submitted about 4 to 7 business days thereafter. However, the schedule depends on weather conditions, site access, and utility clearance. Giles will provide verbal updates during the course of our services, if needed.

CLOSING

Thank you for the opportunity to offer our service. We hope to be awarded the project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

Andrew J. Globig
Project Professional

ACCEPTED: MR. JOSH GAJEWSKI

BY: _____ _____
(Signature) (Printed Name)

TITLE: _____ **DATE:** _____

Enclosures: Breakdown of Proposed Fees
Schedule of Standard Fees
General Conditions
Important Information about This Geotechnical Engineering Proposal

Distribution: MSA
Attn: Terri Meyerhofer (TMeyerhofer@msa-ps.com)

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BREAKDOWN OF PROPOSED FEES

Supplemental Geotechnical Engineering Exploration and Analysis
Proposed LG Bigfoot FM Relay Project
Lake Geneva, WI
Proposal No. 1GP-2404031

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
FIELD SERVICES: TEST PITS					
1	Test Pit Layout/ Survey (Two-Person Crew)	Lump Sum	LS	$100.00	$100.00
2	Test Pit: Mobilization and Excavation	5	Hours	$130.00	$650.00
3	Observation and Logging (Giles Rep.) with Travel	5	Hours	$110.00	$550.00
4	Test Pit Restoration	Lump Sum	LS	$250.00	$250.00
5	Traffic Control	1	Day	$1,260.00	optional
Fee for Field Services					**$1,550.00**
ENGINEERING SERVICES					
1	Geotechnical Division Manager	1	Hours	$140.00	$140.00
2	Project Engineer	3	Hours	$110.00	$330.00
3	CAD Operator	0.5	Hours	$75.00	$37.50
Fee for Engineering Services					**$507.50**
TOTAL ESTIMATED PROJECT COST					**$2,057.50**
OPTIONAL FIELD SERVICES: TEST PITS NEAR TEST BORING 6					
1	Additional Test Pit: Excavation	2	Hours	$130.00	$260.00
2	Additional Observation and Logging (Giles Rep.)	2	Hours	$110.00	$220.00
TOTAL ESTIMATED PROJECT COST					**$480.00**

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I. CONSULTING - GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS

A) Principal of Firm $175.00/HR
B) Technical Consultant/Project Manager II/Regional and Division Manager II $150.00/HR
C) Senior Professional/Project Manager I/Division and Regional Manager I $130.00/HR
D) Project Professional II (8+ years experience) $100.00/HR
E) Project Professional I (4-8 years experience) $95.00/HR
F) Staff Professional II (2-5 years experience) $85.00/HR
G) Field Professional/Staff Professional I (0-3 years experience) $75.00/HR
H) Deputy Inspector $65.00/HR
I) Senior Field Technician $65.00/HR
J) Associate Field Technician $50.00/HR
K) Field Technician II $48.00/HR
L) Field Technician I $40.00/HR

II. SUBSURFACE EXPLORATION

A) Mobilization of Truck Mounted Drill Equipment
($2.00/Mile One Way) Minimum ..... $350.00 Lump Sum
B) Usage of All-Terrain Equipment (When Necessary for Access) ..... Quote/Project
C) Rental of Equipment for Access or Backhoe for Test Pits ..... Cost +15%
D) Drill Equipment and Two-Person Crew Standby Time ..... $ 145.00/HR
E) Per Diem (Site Over 75 Miles from Office) (Per Person) $85.00/DAY
F) Support Vehicle Transportation (Plus Personnel Rate) ..... $ 0.65/MI
G) Boring Layout and Approximate Elevations (Two-Member Crew) and Utility Coordination
by Drilling Supervisor ..... $ 77.00/HR/PERSON
H) Drilling Overburden (N Less Than 100) Hole Advance by 31/4 inch I.D. or Smaller Hollow Stem Auger,
Includes Soil Sampling with Standard Penetration Test (ASTM D-1586) 2-Person Crew (8 Hour Minimum) $210.00/HR

DEPTH RANGE FEET	DRILLING UNIT PRICE (1) ORDINARY SOIL (2)	HARD SOIL (3)	ADDITIONAL SPT
GS-20	$13.00	$15.50	$19.50
20-40	$13.70	$16.20	$21.50
40-60	$14.40	$16.90	$28.50
60-80	$15.10	$17.60	$30.50

(1) Drive Casing and/or Wash Boring to Advance Borings $4.00/LF Additional
(2) Ordinary Soil: N Less Than 50 or qu Less Than 4.5 tsf
(3) Hard Soil: N Greater Than 50 or qu Greater Than 4.5 tsf
(4) Large H.S. Auger Surcharge
a) 4-inch I.D. $1.00/LF Additional
b) 6-inch I.D. $3.00/LF Additional
c) 12-inch I.D. by Special Hourly Rate

I) Overtime For Drill Equipment and Two-Person Crew (Over 8 Hours per Day) $250.00/HR
J) 2.5-Inch Diameter Ring Sampling Additional ..... $ 5.50/EA
K) Undisturbed Tube Soil Sampling 2" O.D Additional ..... $ 52.00/EA
(Piston Sampler $40.00 Additional) 3" O.D Additional ..... $ 58.00/EA
L) Disturbed Soil Sampling (Bulk) (Additional) ..... $ 58.00/EA
M) Auger-Drilling (No Drive Samples, Auger Samples Only) $9.70/LF
N) Drilling and Sampling Rock and Overburden with N Greater Than 100 (Additional)
1) Rock Boring (3" Rock Roller Bit) ..... $ 28.00/LF
2) Rock Coring (3" O.D. Diamond Bit-NX) ..... $ 35.00/LF
3) Rock Coring and Boring Set-Up Charge $275.00/HOLE
O) Special Field Tests and Installation (Soil and Rock Instrumentation, etc.)
1) Drill Rig and Crew (Two-Member) $176.00/HR
2) Supplies and Material ..... Cost +15%
P) Pressuremeter Tests (Including Test Equipment and Operator, Drill Rig Billed at $200.00/HR) (Eng. Billed per Item I) $660.00/EA

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III. SPECIAL ENVIRONMENTAL SERVICES

A) Environmental Specialist (Engineer, Geologist, Hydrogeologist, Scientist) for Drilling Supervising, Well Development and Sampling ..... $ 94.00/HR
B) Decontamination Support Vehicle $195.00/DAY
C) Use of Decontamination Equipment During Field Exploration $195.00/DAY
D) Drilling Equipment Decontamination Before/After Exploration ..... $105.00 Lump Sum
E) Groundwater Monitoring Well Installation (Drilling and Soil Samples Cost Included Under Item II)
   1) 2" Diameter, 0.20 Machine Slotted PVC Screen w/Threaded Connection, Filter Pack Around Screen & Bentonite Seal $31.00/LF
   2) 2" Diameter Solid PVC Riser with Threaded Connection ..... $ 26.00/LF
   3) Bentonite/Cement Grout Slurry Backfill Around PVC Riser ..... $ 9.00/LF
   4) Well Security Caps and Flush Manhole Covers With Concrete Collars ..... $ 55.00/EA
F) Asbestos Containing Material (ACM) Microscopic Identification (Including Appropriate Handling) ..... $ 72.00/EA
G) Volatile Organic Compound (VOC) Detection in Soil (Photoionization Detection (PID) Meter Calibrated to Benzene, Measuring in Parts per Million (ppm)
   1) Field $165.00/DAY
   2) Lab ..... $165.00 Lump Sum
H) DOT Approved Drilling Spoil Drums (55 Gallon) Left On-Site ..... $ 66.00/EA
I) Borehole Impervious Backfill for Environmental Considerations
   1) 2¼ Inch" I.D. Hollow-Stem Auger ..... $ 4.00/LF
   2) 3¼ inch" I.D. Hollow-Stem Auger ..... $ 5.00/LF
   3) Larger Diameter on Time and Materials Basis
J) Monitoring Well Abandonment (Does Not Include Equipment Mobilization)
   1) 2" I.D. Well ..... $ 4.00/LF
   2) 3" I.D. Well ..... $ 5.00/LF
   3) Larger Diameter on Time and Materials Basis

IV. SOIL LABORATORY TESTING SERVICES

A) Soil Preparation
   1) Extrude/Prepare Tube Sample for Testing and Classification ..... $ 29.50/EA
   2) Preparation of Remolded Specimen for Testing ..... $ 65.00/EA
   3) Preparation of Rock Core Samples for Testing ..... $ 27.50/EA
B) Identification and Physical Properties
   1) Visual Classification by Geotechnical/Environmental Professional $4.00/EA
   2) Moisture Content Determination (ASTM D-2216) $5.00/EA
   3) Unit Weight Undisturbed Sample $16.00/EA
   4) Organic Content by Combustion (Loss-On-Ignition) $44.00/EA
   5) pH Determination by Meter or Litmus Paper $16.00/EA
   6) Atterberg Limits
      a) Liquid Limit (ASTM D-423) $41.00/TEST
      b) Plastic Limit (ASTM D-429) $41.00/TEST
      c) Shrinkage Limit (ASTM D-427) $60.00/TEST
   7) Specific Gravity (ASTM D-854) $71.00/TEST
   8) Grain-Size Determination (Complete with Curve)
      a) Mechanical Analysis $60.00/TEST
      b) Hydrometer Analysis $71.00/TEST
      c) Mechanical and Hydrometer Analysis (ASTM D-422) $121.00/TEST
      d) Material Passing No. 200 Sieve Only, No Curve (ASTM D-1140) $55.00/TEST
   9) Permeability (Reactive, Corrosive or Hazardous Fluid Additional $150.00/TEST)
      a) Constant Head (Granular Soil) (ASTM D-2434) $192.00/TEST
      b) Constant/Falling Head (Rigid Wall Permeameter) $214.00/TEST
      c) Constant/Falling Head (Flexible Wall Permeameter) $275.00/TEST
   10) Moisture Density Relationship (Complete with Curve)
      a) Standard Proctor (ASTM D-698/AASHTO T-99) $137.50/TEST
      b) Modified Proctor (ASTM D-1557/AASHTO T-180) $165.00/TEST
      c) Maximum-Minimum Relative Density (ASTM D-2049) $270.00/TEST
   11) CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D-1883)/(California Test Procedure 301) $302.50/TEST

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IV. SOIL LABORATORY TESTING SERVICES (continued)

C) Strength and Compressibility
1) Unconfined Compression
a) Without Controlled Strain-SPT Soil Sample $4.00/TEST
b) Calibrated Penetrometer Resistance (Average of 3)-Soil $5.00/TEST
c) Controlled Strain with Stress-Strain Curve (Undisturbed Tube Soil Sample) $52.00/TEST
d) Controlled Strain (No Curve) (Undisturbed Tube Soil Sample) $33.00/TEST
e) Without Controlled Strain-Rock $52.00/TEST
2) Vane-Shear, Torvane (Average of 3)-Soil $5.00/TEST
3) Triaxial (Including 3 Mohr Circles)-Soil
a) Unconsolidated-Undrained (U-U) $660.00/SET
b) Consolidated-Undrained (C-U) $770.00/SET
c) Consolidated-Drained (C-D) $880.00/SET
4) Direct Shear (Including 3 Points)-Soil $347.00/SET
5) Consolidation-Soil (Including Curve)
a) Conventional With Maximum 16 tsf Loading in 8 Increments and 4 Rebound Points $347.00/TEST
b) Additional Load Increments and Rebound Points $50.00/EA
c) Single Point $82.50/TEST
d) Collapse (Metastable Soil) $286.00/TEST
6) Swelling Percent and Pressure of Expansive Soils $231.00/TEST
7) EI (Expansive Index) Test of Expansive Soils (UBC Standard 29-2) $171.00/TEST

V. GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 15%. Engineering services transportation time charged portal/portal and automobile travel at $0.50/mile, other modes of transportation charged at cost + 10%. Normal construction monitoring services workday 8:00 a.m. to 5:00 p.m., overtime rates (150%) applicable for services performed outside these hours and Saturdays, Sundays and Holidays. Minimum monitoring fee 4 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 175% of the standard hourly rates. A minimum $1,500.00 retainer and an indemnification agreement are also typically required for these services.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue interest at 12% for each month delinquent or at the maximum rate allowed by law. Reasonable attorney fees incurred to collect over due invoices will be reimbursed at cost. Litigation required to collect over due invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Subsurface exploration unit rates include labor and materials incidental to usage of drilling equipment. Support services such as location and elevation surveys, clearance of utilities and permits charged at standard hourly rates and expenses at cost + 15%. Minimum drilling fee of $895.00 per project. Soil drilling and rock coring charges based on nominal auger and diamond wear. Excessive wear due to hard and/or difficult formations charged at actual cost. Drilling and coring below 80 foot depth on hourly basis or at unit price quoted upon request.

Unit prices in this proposal remain in effect for 3 months after date of proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

GILES ENGINEERING ASSOCIATES, INC.

SECTION 1: ***FORMATION OF CONTRACT*** **–** These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. ("Giles") and the party for whom Giles is to perform its services ("Client"). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles' services by Client, including additional work orders, shall constitute Client's acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles' services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles' services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: ***SITE ACCESS AND PROPERTY CARE*** **–** Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: ***DEGREE OF CERTAINTY IN MATERIALS TESTED*** **–** The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: ***STANDARD OF CARE*** **–** Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: ***DELAY AND FORCE MAJEURE*** **–** Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles' reasonable control.

SECTION 6: ***OWNERSHIP OF INSTRUMENTS OF SERVICE*** **–** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: ***DISPOSITION OF SAMPLES AND MATERIALS*** **–** Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles' report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client's written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: ***MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION*** **–** Unless expressly provided, Giles' scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: ***INSURANCE*** **–** Giles maintains a complete insurance package, including workman's compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of $5,000,000.00 for each pollution incident, with an annual aggregate limit of $5,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: ***LIMITATIONS OF LIABILITY*** **–** Client agrees to limit Giles' total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles' professional acts, errors or omissions, or breaches of contract to the lesser of either $250,000.00 or four times Giles' fee for services on the project.

SECTION 11: ***INDEMNIFICATION*** **–** To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: ***LITIGATION SUPPORT*** **–** If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles' current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

SECTION 13: ***INVOICES AND PAYMENT*** **–** Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of $150.00 per hour.

SECTION 14: ***NOTICE OF LIEN RIGHTS*** **– AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.**

SECTION 15: ***TERMINATION*** **–** This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: ***GOVERNING LAW AND SURVIVAL*** **–** The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: ***SITE ACCESS AND PROPERTY CARE*** **–** Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: ***UTILITIES*** **–** Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ***ENVIRONMENTAL*** **–** On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: ***RESPONSIBILITIES*** **–** The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: ***SAFETY*** **–** The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: ***HAZARDOUS MATERIALS*** **–** When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: ***GEOTECHNICAL*** **–** On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations*. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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KNAPHEIDE
SINCE 1848

2600 W IL ROUTE 120
MCHENRY, IL 60051-4563
www.knapheide.com

QUOTE:
324327-2
Quote Expiration:
04/18/2024

Contact(s):

Brett Wise	**Brett Wise (Inside Sales)**	**Brett Wise (Outside Sales)**
bwise58@knapheide.com	bwise58@knapheide.com	bwise58@knapheide.com

Customer: Lake Geneva Utility Commission

ID: 82228
Address:
361 W MAIN ST
LAKE GENEVA, WI 53147-1923

Phone: 2622482311
Contact: Derek Furger
Email: dfurger@lgutilities.org

Terms: NET 30 DAYS
Bid Spec:

Description: Western Mule Crane M2000

Quote Information:

Customer Request Date:
Quote Completed Date:
# of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via:
Ship To: Lake Geneva Utility Commission
361 W MAIN ST
LAKE GENEVA, WI 53147-1923

Vehicle Information:

Make: Chevrolet
Chassis Type: Pickup
Rear Axle Type: SRW
Fuel Type: Gas
GVWR: 9500

Model: 2500HD
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2019
Cab to Axle: 56
Engine Size: 6.0
Wheelbase: 133.7

Description	Quantity	Unit Price	Total
WESTERN MULE M2000 TELESCOPING CRANE 12V-DC, Low Profile, Gas-Spring assist elevation, 35' x 3/16" Cable. Boom Rest - M-Series Crane	1.00	4,086.00	4,086.00
Total does not include any applicable taxes or transportation charges unless specifically noted herein:		**Subtotal:**	**$4,086.00**
		Total:	**$4,086.00**

The following option(s) may be added:

Description	Yes / No	Unit Price	Total
INSTALLATION LABOR AND REINFORCEMENT MATERIAL	Yes / No		1,500.00

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of anyorder in excess of $10,000.00. For other orders,we do accept MasterCard, American Express,Visa and Discover for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote

acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Chicago terms and conditions as stated above.

Customer Signature	Print Name	Title	Date

Dealer Code	Dealership	Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet

NORTHLAND EQUIPMENT CO.

306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote #: 0082836

Date: 3/28/2024
Created By: JAS
Salesperson: JOE
Customer #: LGUC

Sold To:
LAKE GENEVA UTILITY COMMISSION
361 W. MAIN ST.
P.O. BOX 187
Lake Geneva, WI 53147

Ship To:
LAKE GENEVA UTILITY COMMISSION
361 W. MAIN ST.
P.O. BOX 187
Lake Geneva, WI 53147

Confirm To: **Customer P.O.:** **Terms:** Net due on receipt of goods

Ordered	Unit	Item Number	Description	Price	Amount
1.00	EACH	/SALES CRANE	Crane & Digger Sales 3100	5,459.00	5,459.00
			Western Mule Crane. 2000 Lb Capacity. Pedestal Type. 12V-DC, Low Profile, Gas-Spring assist elevation, 35' x 3/16" Cable. No Mounting Kit available from Manufacturer. Installed.		
1.00	EACH	/SALES CRANE	Crane & Digger Sales 3100	325.00	325.00
			Boom Rest - M-Series Crane		
1.00	EACH	/SALES CRANE	Crane & Digger Sales 3100	556.00	556.00
			Wireless Micro Remote Control with Car Charger		
			CURRENT LEAD TIME - 12-13 WEEKS TIL SHIP		
			DEDUCT - $750 FOR NON-INSTALLED		

Office: Tax Terms Time Sn Vin Parts $'s

Close Direct-ship Deposit

Called

QUOTE VALID FOR 7 DAYS

WI Exemption Sales (no tax)

Net Order:	6,340.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	**$6,340.00**
Less Deposit:	0.00
Order Balance:	**$6,340.00**

Customer Acceptance: _____ Date:_____ PO#:_____

Signature: I understand that by signing this document I am entering into an agreement with Northland Equipment Co., Inc. for the services, products, and terms stated. Payment due on receipt of goods unless otherwise written. A late payment charge of 1.5% on the past due balance will be assessed monthly. Credit card payments over $3000.00 are subject to a 3% processing fee. Returns for stock items must be made within 5 business days of receipt. All special order items require written authorization, may be subject to restocking fees, and are at the manufacturer's discretion. Limited Warranty: Northland Equipment Co., Inc. will warranty all in-house workmanship for 90 days unless otherwise written. The warranty work must be completed by Northland Equipment Co., Inc. or it's assignees. All products are covered separately by the manufacturer's warranty. Northland Equipment Co., Inc. will not be liable for any other warranties, either expressed or implied, and the warranty of MERCHANTABILITY and the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE are hereby specifically waived. Under no circumstances will Northland Equipment Co., Inc. be liable for any consequential damages as a result of any defective parts, material or labor supplied by it. Any warranty by a manufacturer of the parts, materials, or devices installed by Northland Equipment Co., Inc., which is different than the warranty stated herein, will be assigned by Northland Equipment Co.,Inc. to customer.

ALTRONEX CONTROL SYSTEMS

PROPOSAL

TEL: (800) 362-7266
www.lwallen.com/altronex

Name	Customer	Proposal#	Due/Bid Date
Lake Geneva, WI - WWTP Mariane Terrace Lift Station Panel Upgrade	Lake Geneva, WI - WWTP	20224004	3/25/2024, 12:00 PM

Scope

Mariane Terrace Lift Station Control Panel

- Duplex Pump Control Panel
  - 240VAC 3 Phase 3 Wire Supply
    - Powered from existing Manual Transfer Switch
  - Stainless Steel Nema 4X Control Panel
    - No Legs
    - Wall Mounted
    - Inner Door
  - 100 Amp Main Circuit Breaker
  - Surge Protection Device
  - Phase Monitor
  - Pump Controls (Typical for both)
    - Pump Breaker
    - Input Contactor
    - Allen Bradley SMC-3
      - 25 amp rated
      - 240VAC
    - Pilot Devices
      - HOA
      - Run Light
      - Fail Light
      - ETM
  - DC UPS
  - Allen Bradley Micrologix 1400 PLC
  - Automation Direct 7" touchscreen
  - Ethernet Switch
  - Cat 5e Cables as needed
  - Primary Control
    - Transducer
    - IS Barrier
  - Secondary Control
    - (3) Floats
      - 50ft cable
    - Backup Float Control Logic
    - IS Barrier
  - Reuse the Radio
  - Provide and install new antenna and antenna cable
  - Alarm Light

Remote Instrumentation

- Submersible Pressure Transducer
- (3) Float Switches
  - 50' of cable
  - Stainless Steel Suspension Kit

WWTF SCADA System (Wonderware)

- Update Site on current Wonderware

Altronex Professional Services

- Engineering
- CAD Design
- Programming
- OIT Programming
- Factory Test
- Startup
- Training
- 1 Year Warranty

Owner Provided Services

- Provide and install any necessary conduit
- Install Submersible Pressure Transducer
- Provide and install Equipment Rack
- Install Control Panel
- Pack conduits for Class 1 Div 1 Installation

Items specifically not included in this proposal

1. Sales or use tax
2. Liquidated Damages of any kind
3. Installation of equipment and job site labor other than as specified
4. Receiving and storage of equipment on the job site
5. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
6. Performance, payment, or equipment bond of any kind
7. Installation of any instruments
8. Field Terminations
9. Mounting of any control panels or hardware
10. Mounting stands, brackets, channel strut or field assemblies of any kind.
11. Permits or Bonding
12. Fiber optic cable, connectors, patch panels, termination and/or testing
13. Electrical testing services
14. Manual Transfer Switch
15. Generator Receptacle

Proposal Amount $ 48,532.00 USD
Freight Terms: FOB Origin, Freight Prepaid

Respectfully submitted by,

Kurt Atwood
Business Development Manager
katwood@lwallen.com
(608) 210-1455

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature	Name Print/Type	Official Position	Date

Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest: (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.