



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 JUNE 17, 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 May 20, 2024 as prepared and distributed
5. Acknowledgement of Correspondence
6. Approval of May 2024 Financials
7. Approval of May 2024 Bills
8. Directors Report
9. Discussion/Action on the scope of services for the design and bidding of utility improvements along STH 50
10. Discussion/Action on the proposed acquisition of land (PIN by Wisconsin Power & Light Company (Alliant Energy))
11. Discussion/Action on the potential award of the Wastewater Utility Exterior Building Painting Project
12. Discussion/Action on the potential award of the Wastewater Utility Headworks & Digester Painting Project
13. Discussion/Action on 2023 Compliance Maintenance Annual Report and Resolution 2024-02
14. Update on PFAS results and 3M and DuPont class action lawsuits
15. Motion to go into closed session pursuant to Wis. Stat. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically regarding the requested amendments to the Host Tower lease with AT&T
16. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session
17. Adjourn

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Monday May 20, 2024 4:00pm
Council Chambers, City Hall – 626 Geneva St

THIS MEETING WAS HELD IN PERSON

Call Meeting to Order – Krause called the meeting to order at 4:01pm

Roll Call – Krause, Fesenmaier, Howell, Nord, Stanczak & Binn Excused: Lyon

Staff in Attendance – Gajewski

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 April 15, 2024, as prepared and distributed.

Howell/Binn motion to approve. Passed 6-0.

Acknowledgement of Correspondence

None

Approval of April 2024 Financials

Binn/Stanczak motion to approve. Passed 6-0.

Approval of April 2024 Bills

Howell/Binn motion to approve. Passed 6-0.

Director's Report

Gajewski gave an overview of the submitted Director's report including leaks in the distribution system that have been found by our leak survey crew. All except two have been repaired and those last two are being repaired this week.

Discussion/Action on the release of 2.5% retainage held for utility work completed on the Pine Tree Lane and Mariane Terrace Improvement Project

No discussion

Fesenmaier/Binn motion to approve releasing the retainage. Passed 6-0.

Discussion/Action on proceeding to the bidding phase of the Big Foot Lift Station Force Main Replacement Project

No discussion

Howell / Fesenmaier motion to approve proceeding to the bidding phase. Passed 6-0.

Discussion / Action on the scope of services for the design and bidding of utility improvements along STH 50.

Gajewski explained that this project has been in the works for over a year now. We requested and received a scope of services from MSA for design and bidding the utility improvements portion of this project. We do not yet know to what extent we can coordinate our work with the DOT's work. There was a public information meeting held in March and the WI DOT were still trying to coordinate the sequencing of the project. Discussion was had on whether we need more time for discovery or if we feel confident to move ahead. Joe DeYoung from MSA Services said that they are proposing two projects. One to be bid out through the municipality and one to be bid out through

WI DOT. The WI DOT are saying that right now they are planning a part of their project that will close the road completely and it will be much more effective for us to do the utility work while the road is closed. We need 60% plans to present to the WI DOT if we wish to work with them instead of ahead of them. Discussion was had on the importance of moving ahead now but understanding that changes may still happen. WI DOT will be looking to secure easements & environmental documents and we will need to be included in this if we want to work alongside them. Discussion was had regarding the timing of work to be done in The Manor.

Howell/Binn motion to move forward with this project. Passed 6-0.

Discussion/Action on the award of crack filling and chip sealing work for the seepage cell access roads

Gajewski explained that the crack filling work is included in the 2024 budget but it has been recommended that chip sealing also be performed due to the condition of the roads. The extra money will come from the Capital Projects fund and staff recommend proceeding with Fahrners Asphalt as quoted.

Howell/Stanczak motion to approve. Passed 6-0.

Discussion on the 2023 Consumer Confidence Report

Gajewski explained that this annual report is required by the EPA and contains all the sampling data collected in the prior year. It will be available at City Hall, in the Lake Geneva library and in the Utility office as well as being published in the Lake Geneva Regional News.

No action taken, discussion only.

Howell/Binn motion to go into closed session pursuant to Wis. Stat. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically regarding the requested amendments to the Host Tower lease with AT&T.

The commission convened into closed session on a roll call vote at 4:20pm.

Howell/Binn motion to return to open session pursuant to Wis. Stat. 19.85(2) and take action on any items discussed in closed session.

The commission returned to open session on a roll call vote at 4:40pm.

Howell/Stanczak motion to decline the proposed amendments to the Host Tower lease with AT&T. Passed 6-0.

Adjourn

Binn/Stanczak motion to adjourn at 4:42pm. Passed 6-0.

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

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

5 / 2024

FUND 61 - WASTEWATER UTILITY

					YTD % of Budget 42%	Prior YTD 2023	Prior YTD 5 Year Avg.
REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget			
INTEREST EARNED	34,632	164,661	229,600	-64,939	71.7%	107,287	27,361
CUSTOMER SALES	24,849	493,541	2,166,137	-1,672,596	22.8%	531,617	509,981
OTHER REVENUE	1,537	6,553	11,760	-5,207	55.7%	6,196	4,483
CAPITAL CONTRIBUTIONS	20,515	65,648	59,680	5,968	110.0%	31,705	53,488
TOTAL REVENUES	81,534	730,403	2,467,177	-1,736,774	29.6%	676,804	595,313
EXPENSES							
TOTAL OUTSIDE SERVICES	39,823	116,413	430,343	-313,930	27.1%	107,882	105,927
TOTAL OPERATING EXPENSES	4,764	16,885	53,090	-36,205	31.8%	15,555	12,308
TOTAL INSURANCE	0	0	35,975	-35,975	0.0%	8,423	7,098
TOTAL SALARY & BENEFITS	52,250	269,367	653,911	-384,544	41.2%	266,192	224,954
TOTAL LAB SUPPLIES	154	12,164	22,800	-10,636	53.4%	13,456	10,796
TOTAL MISCELLANEOUS EXPENSE	0	0	1,000	-1,000	0.0%	92	197
TOTAL MAINTENANCE	22,530	87,374	366,700	-279,327	23.8%	66,202	47,430
TOTAL OPERATION & MAINTENANCE EXPENSES	119,520	502,202	1,563,819	-1,061,617	32.1%	477,801	408,709
REVENUES OVER O&M EXPENSES	-37,987	228,201	903,358	-675,157		199,003	186,603
TOTAL CAPITAL OUTLAY	58,735	72,620	1,226,075	-1,153,455	5.9%	30,361	61,149
REVENUES OVER TOTAL EXPENSES	-96,721	155,581	-322,717	478,298		168,642	125,455
TOTAL CASH TRANSFERS	63,691	578,090	328,120	249,970	176.2%	577,518	570,846
NET CHANGE IN CASH BALANCE	-160,412	-422,509	-650,837	228,328		-408,876	-445,392

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Wastewater Utility Fund Cash	195,617	-115,955	79,663
LGIP #10 - Capital Project Fund	3,705,458	16,876	3,722,334
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	1,863,004	37,690	1,900,694
LGIP #13 - Equipment Replacement Fund	1,719,728	7,832	1,727,560
LGIP #14 - Wastewater Operating Reserves Fund	283,761	1,292	285,054
TOTAL WASTEWATER CASH AND INVESTMENT	7,767,567	-52,264	7,715,303

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

5 / 2024

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget	YTD % of Budget 42%	Prior YTD 2023	Prior YTD 5 Year Avg.
INTEREST EARNED	21,675	100,408	0	100,408	10040811.0%	61,067	15,524
CUSTOMER SALES	2,502	410,392	1,882,606	-1,472,214	21.8%	443,946	437,458
OTHER REVENUE	82,239	268,104	316,710	-48,606	84.7%	256,659	236,671
CAPITAL CONTRIBUTIONS	27,071	60,841	42,200	18,641	144.2%	29,744	47,793
TOTAL REVENUES	133,487	839,744	2,241,516	-1,401,772	37.5%	791,417	737,445
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	5,397	22,978	76,000	-53,022	30.2%	23,612	21,654
TOTAL SOURCE OF SUPPLY - MAINTENANCE	1,069	38,224	16,300	21,924	234.5%	6,391	3,958
TOTAL PUMPING EXPENSE - OPERATION	5,450	25,474	86,700	-61,226	29.4%	26,900	24,718
TOTAL PUMPING EXPENSE - MAINTENANCE	690	24,139	101,950	-77,811	23.7%	3,802	11,756
TOTAL WATER TREATMENT - OPERATION	8,953	33,718	121,550	-87,832	27.7%	33,383	36,448
TOTAL WATER TREATMENT - MAINTENANCE	2,025	21,843	81,150	-59,307	26.9%	33,961	34,343
TOTAL TRANS. & DISTRIBUTION - OPERATION	5,708	26,974	57,350	-30,376	47.0%	25,188	17,928
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	86,174	148,777	215,400	-66,623	69.1%	69,216	65,566
TOTAL CUSTOMER ACCOUNTS	5,672	28,945	79,080	-50,135	36.6%	31,992	27,156
TOTAL ADMIN & GENERAL OPERATIONS	35,935	199,672	506,421	-306,749	39.4%	207,558	161,455
TOTAL OTHER EXPENSES	23,500	117,500	273,000	-155,500	43.0%	125,000	127,000
TOTAL OPERATION & MAINTENANCE EXPENSES	180,571	688,244	1,614,901	-926,657	42.6%	587,004	531,982
REVENUES OVER O&M EXPENSES	-47,085	151,500	626,615	-475,115		204,413	205,464
TOTAL CAPITAL OUTLAY	31,416	67,844	807,975	-740,131	8.4%	381,064	119,933
REVENUES OVER TOTAL EXPENSES	-78,501	83,656	-181,360	265,016		-176,650	85,530
TOTAL CASH TRANSFERS	45,221	916,826	-30,200	947,026	-3035.8%	330,608	350,740
NET CHANGE IN CASH BALANCE	-123,722	-833,169	-151,160	-682,009		-507,258	-265,210

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Water Utility Fund Cash	63,111	-110,670	-47,560
LGIP #1 - Capital Project Fund	2,399,389	10,928	2,410,317
LGIP #2 - Impact Fee Fund	1,107,126	27,929	1,135,055
LGIP #3 - Equipment Replacement Fund	840,727	3,829	844,556
LGIP #4 - Water Operating Reserves Fund	381,083	1,736	382,819
TOTAL WATER FUND CASH AND INVESTMENT	4,791,435	-66,249	4,725,187

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				
004805	05/23/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	7,996.15
Total MSA PROFESSIONAL SERVICES INC:				7,996.15
ALLIANT ENERGY/WPL				
280954000024	06/04/2024	HASKINS ST SEWER PLANT	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	15,999.32
Total ALLIANT ENERGY/WPL:				15,999.32
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	PRIME ANNUAL MEMBERSHIP	61-00-00-53100 OFFICE SUPPLIES EXPENSE	102.56
89C4-APR 202	05/01/2024	LIFT STATION MAINT.-SEAL WA	61-00-00-93800 MAINT-LIFT STATIONS	87.96
Total AMAZON CAPITAL SERVICES:				190.52
UNITED LABORATORIES				
INV407748	05/14/2024	LIFT STN MAINT/F.O.G.TRMT/LI	61-00-00-93800 MAINT-LIFT STATIONS	10,129.20
Total UNITED LABORATORIES:				10,129.20
Total 61:				34,315.19
62				
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	OFFICE RENO-CONFERENCE A	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	139.98
89C4-APR 202	05/01/2024	OFFICE RENO-LOBBY ARM CH	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	69.98
Total AMAZON CAPITAL SERVICES:				209.96
MARTELLE WATER TREATMENT				
27205	06/05/2024	SODIUM HYPOCHLORITE	62-00-00-60200 CHEMICALS	1,465.28
Total MARTELLE WATER TREATMENT:				1,465.28
ALLIANT ENERGY/WPL				
576425000024	06/04/2024	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	5,148.29
Total ALLIANT ENERGY/WPL:				5,148.29
MARTELLE WATER TREATMENT				
27205	06/05/2024	HYDROFLUOSILICIC ACID, CHL	62-00-00-64100 CHEMICALS	4,571.60
Total MARTELLE WATER TREATMENT:				4,571.60
DOWN TO EARTH				
8358	05/15/2024	CENTER & MAIN-VALVE LEAK &	62-00-00-67300 MAINT OF MAINS & VALVES	5,314.00
8359	05/23/2024	WELLS & 120-VALVE LEAKS & R	62-00-00-67300 MAINT OF MAINS & VALVES	8,252.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total DOWN TO EARTH:				13,566.50
HUMPHREYS CONTRACTING				
HUMPHREYS0	06/01/2024	WELLS ST & HWY H-CONCRET	62-00-00-67300 MAINT OF MAINS & VALVES	4,271.26
HUMPHREYS0	06/01/2024	MAPLE ST DRIVEWAY-CONCRE	62-00-00-67500 MAINT SERVICES & CURB BOX	2,019.98
Total HUMPHREYS CONTRACTING:				6,291.24
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	METER WIRE CONNECTORS	62-00-00-67600 MAINT OF METERS	180.00
89C4-APR 202	05/01/2024	PRIME ANNUAL MEMBERSHIP	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	102.55
89C4-APR 202	05/01/2024	PHONE CASE-NEW WORK PHO	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	10.97
Total AMAZON CAPITAL SERVICES:				293.52
Total 62:				31,546.39
Grand Totals:				65,861.58

Dated: _____

Mayor: _____

City Council: _____

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				
004805	05/23/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	7,996.15
Total MSA PROFESSIONAL SERVICES INC:				7,996.15
NORTHERN LAKE SERVICE INC				
2407868	05/21/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
2408226	05/29/2024	SECOND QTR MW TESTING	61-00-00-52100 LABORATORY SERVICES	1,996.49
2408314	05/30/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
2408411	05/30/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
2408766	06/05/2024	SECOND QUARTER SLUDGE T	61-00-00-52100 LABORATORY SERVICES	897.79
2409011	06/07/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
Total NORTHERN LAKE SERVICE INC:				4,131.80
WE ENERGIES				
5024510052	05/13/2024	LAGRANGE DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	16.23
5027201003	05/14/2024	BIG FOOT LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	14.46
Total WE ENERGIES:				30.69
ALLIANT ENERGY/WPL				
143875000024	06/03/2024	191 HASKINS ST DEWATER BLD	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	252.93
280954000024	06/04/2024	HASKINS ST SEWER PLANT	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	15,999.32
507753000024	06/03/2024	361 W MAIN ST SIGN	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	20.24
974671000024	06/03/2024	361 MAIN ST HALLWAY	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	115.26
055361000024	06/03/2024	361 MAIN ST CC LIFT	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	88.15
141180000024	06/03/2024	LAGRANGE DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	352.88
277971000024	06/03/2024	MARIANE TER LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	38.35
307955000024	06/03/2024	MAXWELL ST LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	59.58
327113000024	06/03/2024	BAYVIEW DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	37.44
599411000024	06/03/2024	361 STATE ROAD 120 BIG FOOT	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	336.99
962961000024	06/03/2024	EDGEWOOD DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	219.23
Total ALLIANT ENERGY/WPL:				17,520.37
VELOCITY				
#2024100	06/03/2024	AV, OFFICE & AZURE LICENSIN	61-00-00-53050 COMPUTER EXPENSE	157.25
Total VELOCITY:				157.25
WI DEPT OF ADMINISTRATION				
505-00000904	05/13/2024	IRONPORT ACCT FEE 04/2024	61-00-00-53050 COMPUTER EXPENSE	3.05
Total WI DEPT OF ADMINISTRATION:				3.05
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	PRIME ANNUAL MEMBERSHIP	61-00-00-53100 OFFICE SUPPLIES EXPENSE	102.56

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total AMAZON CAPITAL SERVICES:				102.56
CHARTER COMMUNICATIONS				
152473801052	05/21/2024	INTERNET SVC MAY 2024	61-00-00-53100 OFFICE SUPPLIES EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
MARTIN BUSINESS GROUP				
1307671	05/20/2024	SERVICE CONTRACT/COPIES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	126.05
Total MARTIN BUSINESS GROUP:				126.05
AT&T				
262248865605	05/13/2024	MAY 2024 MONTHLY PHONE BIL	61-00-00-53110 TELEPHONE EXPENSE	115.76
Total AT&T:				115.76
FNBO				
554328641452	05/24/2024	VONAGE PHONE SVC 5/23/2024	61-00-00-53110 TELEPHONE EXPENSE	132.46
Total FNBO:				132.46
US CELLULAR				
0651898937	05/04/2024	WWTF MONTHLY PHONE BILL	61-00-00-53110 TELEPHONE EXPENSE	169.41
Total US CELLULAR:				169.41
PITNEY BOWES GLOBAL LEASE				
3319102094	05/11/2024	POSTAGE METER LEASE ACCT	61-00-00-53120 POSTAGE	87.00
Total PITNEY BOWES GLOBAL LEASE:				87.00
UNITED STATES POST OFFICE				
BOX# 187_202	05/30/2024	BOX #187 - ANNUAL BOX RENT	61-00-00-53120 POSTAGE	128.00
Total UNITED STATES POST OFFICE:				128.00
FURGER, DEREK				
FURGER05162	05/16/2024	MILEAGE REIMB-VW TRMT CL	61-00-00-53300 TRAVEL & MILEAGE EXPENSE	48.24
Total FURGER, DEREK:				48.24
DEL'S SERVICE				
DELMAY2024	06/01/2024	GASOLINE	61-00-00-53520 OPERATIONS-VEHICLES	217.40
Total DEL'S SERVICE:				217.40
CINTAS FIRST AID & SAFETY				
5214480964	06/04/2024	RESTOCK FIRST AID SUPPLIES	61-00-00-53900 FIRST AID & SAFETY SUPPLIES	83.49
Total CINTAS FIRST AID & SAFETY:				83.49
CULLIGAN OF BURLINGTON				
500X03099302	05/31/2024	LAB WATER-DISTILLED	61-00-00-64000 LABORATORY SUPPLIES	122.40

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CULLIGAN OF BURLINGTON:				122.40
HD SUPPLY INC				
INV00375564	05/24/2024	HAULER SAMPLE BOTTLES	61-00-00-64000 LABORATORY SUPPLIES	154.30
Total HD SUPPLY INC:				154.30
MSA PROFESSIONAL SERVICES INC				
005114	05/31/2024	COLLECTION SYS MODEL-PRO	61-00-00-92300 OUTSIDE SERVICES EMPLOYED	1,615.00
Total MSA PROFESSIONAL SERVICES INC:				1,615.00
DUNN LUMBER				
1740524	06/07/2024	NUTS & BOLTS-HEADWORKS B	61-00-00-93501 MAINT-HEADWORKS BLDG	9.00
1732483	05/30/2024	VALVES, NIPPLES, NUTS & BOL	61-00-00-93507 MAINT-DEWATERING-B/PRESS BLDG	74.95
Total DUNN LUMBER:				83.95
FLOW CALIBRATION & PROTECTION SERVICES				
1411	05/20/2024	ANNUAL FLOW METER CALIBR	61-00-00-93600 MAINT-LAB EQUIPMENT	100.00
Total FLOW CALIBRATION & PROTECTION SERVICES:				100.00
HD SUPPLY INC				
INV00374994	05/23/2024	PORTABLE SAMPLER MAINT	61-00-00-93600 MAINT-LAB EQUIPMENT	378.82
INV00376346	05/24/2024	BATTERY CHARGER FOR PORT	61-00-00-93600 MAINT-LAB EQUIPMENT	100.95
Total HD SUPPLY INC:				479.77
CORE & MAIN LP				
U983329	06/04/2024	NEW RP2 UNIT-HEADWORKS B	61-00-00-93601 MAINT-HEADWORKS EQUIP	2,895.72
Total CORE & MAIN LP:				2,895.72
FLOW CALIBRATION & PROTECTION SERVICES				
1411	05/20/2024	ANNUAL TESTING/CALIBRATIO	61-00-00-93601 MAINT-HEADWORKS EQUIP	470.90
Total FLOW CALIBRATION & PROTECTION SERVICES:				470.90
BUMPER TO BUMPER				
662-486744	05/21/2024	OIL SEAL-DIGESTER BLOWER	61-00-00-93602 MAINT-DIGESTERS EQUIP	25.79
662-486745	05/20/2024	HI-TEMP RTV SILICONE-DIGES	61-00-00-93602 MAINT-DIGESTERS EQUIP	10.59
Total BUMPER TO BUMPER:				36.38
HD SUPPLY INC				
INV00374994	05/23/2024	PROCESS EQUIP MAINT	61-00-00-93603 MAINT-PROCESS EQUIP	169.88
INV00374994	05/23/2024	DEWATERING HOSE MAINT	61-00-00-93607 MAINT-DEWATERING-B/PRESS EQUIP	263.05
INV00378027	05/29/2024	BELT PRESS WASH HOSE MAIN	61-00-00-93607 MAINT-DEWATERING-B/PRESS EQUIP	47.95
Total HD SUPPLY INC:				480.88
ENTRANCE SYSTEMS LLC				
48627	06/03/2024	MAIN GATE MAINT/REC STATIO	61-00-00-93700 MAINT-VEHICLES & EQUIP	1,898.96

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ENTRANCE SYSTEMS LLC:				1,898.96
ITU ABSORBTECH INC				
8341299	05/23/2024	SHOP RAGS	61-00-00-93700 MAINT-VEHICLES & EQUIP	33.58
Total ITU ABSORBTECH INC:				33.58
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	LIFT STATION MAINT.-SEAL WA	61-00-00-93800 MAINT-LIFT STATIONS	87.96
Total AMAZON CAPITAL SERVICES:				87.96
UNITED LABORATORIES				
INV407748	05/14/2024	LIFT STN MAINT/F.O.G.TRMT/LI	61-00-00-93800 MAINT-LIFT STATIONS	10,129.20
Total UNITED LABORATORIES:				10,129.20
ALLIANT ENERGY/WPL				
252422000024	06/03/2024	E STATE ROAD 50 GATE	61-00-00-93820 MAINT-RECEIVING STATION	20.66
Total ALLIANT ENERGY/WPL:				20.66
ENTRANCE SYSTEMS LLC				
48627	06/03/2024	MAIN GATE MAINT/REC STATIO	61-00-00-93820 MAINT-RECEIVING STATION	402.44
Total ENTRANCE SYSTEMS LLC:				402.44
ALLIANT ENERGY/WPL				
054885000024	06/03/2024	E STATE ROAD 50 SEEPAGE	61-00-00-93830 MAINT-SEEPAGE CELLS/POND	53.67
Total ALLIANT ENERGY/WPL:				53.67
Total 61:				50,235.43
62				
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	OFFICE RENO-CONFERENCE A	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	139.98
89C4-APR 202	05/01/2024	OFFICE RENO-LOBBY ARM CH	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	69.98
Total AMAZON CAPITAL SERVICES:				209.96
CORE & MAIN LP				
U249764	05/06/2024	#4 METERHORN SWIVELS	62-00-00-15000 MATERIAL-SUPPLIES	120.00
U917346	05/22/2024	12" HYMAX COUPLINGS	62-00-00-15000 MATERIAL-SUPPLIES	2,352.00
V004279	06/04/2024	1 1/4" CURB STOPS	62-00-00-15000 MATERIAL-SUPPLIES	496.00
Total CORE & MAIN LP:				2,968.00
MARTELLE WATER TREATMENT				
27205	06/06/2024	SODIUM HYPOCHLORITE	62-00-00-60200 CHEMICALS	1,465.28
Total MARTELLE WATER TREATMENT:				1,465.28
ALLIANT ENERGY/WPL				
145511000024	06/03/2024	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	1,277.10
327391000024	06/03/2024	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	512.14

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
348370000024	06/03/2024	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	483.12
972745000024	06/03/2024	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	853.16
Total ALLIANT ENERGY/WPL:				3,125.52
HD SUPPLY INC				
INV00391106	06/11/2024	WELLHOUSE CHEMICAL FEED	62-00-00-60300 MISC EXPENSES & UTILITY	1,167.39
Total HD SUPPLY INC:				1,167.39
WE ENERGIES				
5027659341	05/14/2024	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	29.56
Total WE ENERGIES:				29.56
WI DEPT OF NATURAL RESOURCES				
WU108938	04/30/2024	WDNR WATER USE FEES	62-00-00-60300 MISC EXPENSES & UTILITY	125.00
Total WI DEPT OF NATURAL RESOURCES:				125.00
GRAINGER				
913776849	06/03/2024	GAS PRESSURE REGULATORS	62-00-00-61400 WELLS MAINTENANCE	105.69
Total GRAINGER:				105.69
ALLIANT ENERGY/WPL				
347962000024	06/03/2024	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	126.72
576425000024	06/04/2024	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	5,148.29
717061000024	06/03/2024	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	269.66
Total ALLIANT ENERGY/WPL:				5,544.67
MARTELLE WATER TREATMENT				
27205	06/05/2024	HYDROFLUOSILICIC ACID, CHL	62-00-00-64100 CHEMICALS	4,571.60
Total MARTELLE WATER TREATMENT:				4,571.60
ALLIANT ENERGY/WPL				
974671000024	06/03/2024	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	115.26
Total ALLIANT ENERGY/WPL:				115.26
AMY'S SHIPPING EMPORIUM				
94447	05/06/2024	PFAS SAMPLING-SHIPPING CH	62-00-00-64200 LABOR & EXPENSES (LAB)	78.71
94450	05/06/2024	PFAS SAMPLING-RE PACK SER	62-00-00-64200 LABOR & EXPENSES (LAB)	20.00
Total AMY'S SHIPPING EMPORIUM:				98.71
IDEXX DISTRIBUTION CORP				
3152923743	05/28/2024	LAB QUANTI-CULT	62-00-00-64200 LABOR & EXPENSES (LAB)	358.14
3152923744	05/28/2024	COLISURE MEDIA-LAB	62-00-00-64200 LABOR & EXPENSES (LAB)	1,096.78
Total IDEXX DISTRIBUTION CORP:				1,454.92
NORTHERN LAKE SERVICE INC				
2407557	05/16/2024	MANGANESE MONTHLY	62-00-00-64200 LABOR & EXPENSES (LAB)	43.81
2408221	05/29/2024	PFAS SAMPLING-3M/DUPONT L	62-00-00-64200 LABOR & EXPENSES (LAB)	3,335.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total NORTHERN LAKE SERVICE INC:				3,378.81
WI STATE LABORATORY OF HYGIENE				
776270	05/31/2024	MONTHLY FLUORIDE SPLIT SA	62-00-00-64200 LABOR & EXPENSES (LAB)	29.00
Total WI STATE LABORATORY OF HYGIENE:				29.00
HOME DEPOT CREDIT SERVICES				
8023819	05/28/2024	PHOTO EYES, MINI SCREWDR	62-00-00-65100 PLANT MAINTENANCE	41.83
Total HOME DEPOT CREDIT SERVICES:				41.83
ALLIANT ENERGY/WPL				
098433000024	06/03/2024	750 WILD RIDGE DR WATER TO	62-00-00-66100 MAINT OPS-STANDPIPES	162.00
520171000024	06/03/2024	1887 DODGE ST TOWER	62-00-00-66100 MAINT OPS-STANDPIPES	37.44
Total ALLIANT ENERGY/WPL:				199.44
DUNN LUMBER				
1724540	05/21/2024	MAPP GAS TORCH REPLACEM	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	83.97
Total DUNN LUMBER:				83.97
HOME DEPOT CREDIT SERVICES				
8023819	05/28/2024	PHOTO EYES, MINI SCREWDR	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	22.94
Total HOME DEPOT CREDIT SERVICES:				22.94
DOWN TO EARTH				
8357	05/15/2024	DORWOOD DR-WATERMAIN BR	62-00-00-67300 MAINT OF MAINS & VALVES	3,101.00
8358	05/15/2024	CENTER & MAIN-VALVE LEAK &	62-00-00-67300 MAINT OF MAINS & VALVES	5,314.00
8359	05/23/2024	WELLS & 120-VALVE LEAKS & R	62-00-00-67300 MAINT OF MAINS & VALVES	8,252.50
Total DOWN TO EARTH:				16,667.50
HUMPHREYS CONTRACTING				
HUMPHREYS0	06/01/2024	WELLS ST & HWY H-CONCRET	62-00-00-67300 MAINT OF MAINS & VALVES	4,271.26
Total HUMPHREYS CONTRACTING:				4,271.26
DUNN LUMBER				
1743782	06/11/2024	1/2 PLUG-1545 LK SHORE DR-L	62-00-00-67500 MAINT SERVICES & CURB BOX	5.58
Total DUNN LUMBER:				5.58
HUMPHREYS CONTRACTING				
HUMPHREYS0	06/01/2024	MAPLE ST DRIVEWAY-CONCRE	62-00-00-67500 MAINT SERVICES & CURB BOX	2,019.98
Total HUMPHREYS CONTRACTING:				2,019.98
ODLING CONSTRUCTION INC				
0424-51	04/23/2024	1565 ORCHARD LSL REPLACE	62-00-00-67500 MAINT SERVICES & CURB BOX	1,955.96
Total ODLING CONSTRUCTION INC:				1,955.96

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	METER WIRE CONNECTORS	62-00-00-67600 MAINT OF METERS	180.00
Total AMAZON CAPITAL SERVICES:				180.00
UNITED STATES POST OFFICE				
BOX# 187_202	05/30/2024	BOX #187 - ANNUAL BOX RENT	62-00-00-90200 METER READING EXPENSE	128.00
Total UNITED STATES POST OFFICE:				128.00
AMAZON CAPITAL SERVICES				
89C4-APR 202	05/01/2024	PRIME ANNUAL MEMBERSHIP	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	102.55
89C4-APR 202	05/01/2024	PHONE CASE-NEW WORK PHO	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	10.97
Total AMAZON CAPITAL SERVICES:				113.52
AT&T				
262248865605	05/13/2024	MAY 2024 MONTHLY PHONE BIL	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	115.76
Total AT&T:				115.76
CAPITAL ONE				
324128534891	05/07/2024	COFFEE & CREAMER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	76.87
Total CAPITAL ONE:				76.87
CHARTER COMMUNICATIONS				
152474701052	05/21/2024	WATER MAY INTERNET	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
FNBO				
554328641452	05/24/2024	VONAGE PHONE SVC 5/23/2024	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	132.47
Total FNBO:				132.47
MARTIN BUSINESS GROUP				
1307671	05/20/2024	SERVICE CONTRACT/COPIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	126.05
Total MARTIN BUSINESS GROUP:				126.05
PITNEY BOWES GLOBAL LEASE				
3319102094	05/11/2024	POSTAGE METER LEASE ACCT	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	87.00
Total PITNEY BOWES GLOBAL LEASE:				87.00
US CELLULAR				
0651898937	05/04/2024	WATER MONTHLY PHONE BILL	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	253.76
Total US CELLULAR:				253.76
WI DEPT OF ADMINISTRATION				
505-00000904	05/13/2024	IRONPORT ACCT FEE 04/2024	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	3.06
Total WI DEPT OF ADMINISTRATION:				3.06

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
VELOCITY				
#2024100	06/03/2024	AV, OFFICE & AZURE LICENSIN	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	157.25
Total VELOCITY:				157.25
CINTAS FIRST AID & SAFETY				
5214480902	06/04/2024	RESTOCK FIRST AID SUPPLIES	62-00-00-93000 MISCELLANEOUS GENERAL EXP	69.63
Total CINTAS FIRST AID & SAFETY:				69.63
HOME DEPOT CREDIT SERVICES				
9022467	05/17/2024	2 CYCLE ENGINE OIL	62-00-00-93200 MAINTENANCE OF GENERAL PLANT	5.97
Total HOME DEPOT CREDIT SERVICES:				5.97
DEL'S SERVICE				
DELMAY2024	06/01/2024	GASOLINE	62-00-00-93300 TRANSPORTATION EXPENSE	516.31
Total DEL'S SERVICE:				516.31
FORD OF LAKE GENEVA				
86108	06/04/2024	OIL CHANGE - METER VAN	62-00-00-93300 TRANSPORTATION EXPENSE	43.54
Total FORD OF LAKE GENEVA:				43.54
Total 62:				51,787.00
Grand Totals:				102,022.43

Customer Refund + 2060.32
104,082.75

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



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: June 2024 Director's Report

OPERATIONS UPDATE

WATER OPERATIONS

All leaks found through the system survey have been repaired and the road and right of way restoration work has also been completed.

Spring hydrant flushing was completed in mid-May.

The Utility completed a lead service line replacement in the Manor subdivision in early June and has scheduled to have excavation completed for a water service on Center St. in the Stone Ridge Subdivision.

WASTEWATER OPERATIONS

Staff continues working with Engineering on the Big Foot Lift Station project, which has been submitted to SEWRPC for review, and is pending submittal for WDNR review thereafter.

The sanitary lift station for Phase 5 of Symphony Bay awaits the electrical service installation and has recently hit a few delays in scheduling. The startup of the station will be done after the service installation and site restoration will continue for 3-5 weeks afterward.

OFFICE & ADMINISTRATION

Staff discussed the finalization of the 2023 audit report and presentation with representatives of L&A and it was decided to push the process back one month to the July meeting.

The 2023 Consumer Confidence Report was published in the paper and on the Utility's website and is also available in hard copy form at the UC Office, City Hall, and Library.

Phase 7 of Symphony Bay has requested to hold a preconstruction meeting to begin the public improvements, which is expected to be held within the next month. Additionally, the City Council recently approved the annexation of land adjacent to Symphony Bay, which will constitute Phase 8 of the development. We anticipate the plan submittal and review process will start in the coming months.

JUNE 2024 UTILITY COMMISSION AGENDA - BACKGROUND INFORMATION

9. STH 50 Scope of Services – Utility Improvement Design & Bidding

Staff and Engineering met with representatives of WisDOT the week of June 10th to discuss the potential of utility improvements being included within the WisDOT project timing. Unfortunately, we were advised that WisDOT reviewed the request but will require that all Utility improvements be completed ahead of the start of their work, rather than being able to coordinate where possible with planned closures, etc. Currently, that would lay out as Utility construction (including any work for all other utility companies) being completed in 2026, followed by WisDOT work in 2027 and 2028.

Staff does plan to appeal that decision in the coming weeks and has requested that Engineering calculate reasonable production rates for the proposed utility improvements so we can then work backward from the proposed WisDOT schedule and (re)propose that we be permitted to initiate construction comfortably just ahead of the WisDOT start.

As a result of the WisDOT decision, MSA has finalized a scope of services that would move the proposed utility improvements through the design and bidding phase. The scope does include WisDOT allowing continuous construction timing, but if they do not, a deduction from the contract cost has been established and the work will be on a time and material basis regardless of either situation.

Action is recommended to approve the scope of services provided by MSA Professional Services for the design and bidding of utility improvements along STH 50.

10. Property Acquisition Request – WP&L

Representatives of Wisconsin Power & Light (Alliant Energy) contacted the City regarding a request to purchase 362 SF of property from parcel ZYOP00004, which is adjacent to their existing substation. A detailed letter of request and map exhibit are included in packets for Commission review.

The subject parcel is co-deeded to the City and Utility, it extends from Sage St. to Main St. and includes a portion of the Water Treatment Plant and Utility Office facility. A map of the subject parcel is also included for Commission review.

Given the location and nominal size of the area being requested for acquisition by WP&L, it is extremely unlikely the sale would have any future impact on the operation of the Utility.

Action is recommended to approve the property acquisition requested by Wisconsin Power & Light Company, and to recommend to the City Council that they also support the acquisition.

11. Exterior Building Painting – Wastewater Utility

As part of the 2024 budget, \$16,750 was allocated for the exterior painting of the Headworks and Lab building, Process Building, and Effluent Building. Staff drafted a project manual, advertised for bids, and held a bid opening on June 13th. A summary of the bids that were received is included for Commission review.

Action is recommended to award the Wastewater Utility Exterior Building Painting project to Porta-Painting.

12. Headworks & Digester Building Painting Project

As part of the 2024 budget, \$65,000 was allocated for the painting of the lower level of the Headworks building and Digester building. Staff drafted a project manual, advertised for bids, and held a bid opening on June 13th. A summary of the bids that were received is included for Commission review.

Action is recommended to award the Wastewater Utility Headworks & Digester Building Painting project to Porta-Painting.

13. 2023 Compliance Maintenance Annual Report (CMAR)

The CMAR is a statutory and permit-required report that is prepared on an annual basis. The CMAR is designed to serve as a self-evaluation tool to promote Owner awareness and responsibility for wastewater collection and treatment needs. It also provides a method of measuring the performance of wastewater treatment and assesses the level of compliance with permit requirements. A copy of the draft report and associated Resolution is included in packets for Commission review. Staff will be present to review and highlight the report at the meeting.

Action is recommended to approve the 2023 CMAR and Resolution 2024-02.

14. Update on PFAS Sampling Results and the CAS against 3M and DuPont

Staff will provide the Commission with a general update on recent sampling results, next steps, and stipulations to the class action suit against 3M and DuPont.

No formal action is recommended by Staff, this is an update only.

15. Closed Session

Staff will attend the meeting and can provide additional information to the Commission as requested.



Professional Services Agreement

MSA Project Number: R07815013

This AGREEMENT (Agreement) is made effective June 17, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-6646

Representative: Joseph M. DeYoung

Email: jdeyoung@msa-ps.com

LAKE GENEVA UTILITY COMMISSION (OWNER)

Address: 361 W Main Street, Lake Geneva, WI 53147

Phone: (262) 248-6644

Representative: Josh Gajewski

Email: jgajewski@lgutilities.org

Project Name: W Main Street / HWY 50 Utilities Reconstruction

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: June 2024
Approximate Completion Date: Dec 2027

The estimated fee for the work is: \$ 208,936.80

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

LAKE GENEVA UTILITY COMMISSION

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski

Utility Director

Date: _____

Joseph M. DeYoung

Regional Service Line Leader

Date: _____

OWNER ATTEST:

Owner Attest Name

Title

Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

The Wisconsin Department of Transportation (WDOT) is planning to reconstruct STH 50 through the City of Lake Geneva in 2027-2028. To minimize future costs and disturbance, Lake Geneva Utilities (LGU) is seeking to upgrade and/or relocate water and sanitary sewer utilities within this corridor.

Phase 1 – Eastern Utility Improvements

East Sanitary Sewer Project - Sewer Crossings on STH 50 between S. Lake Shore Drive and Country Club Drive

1. Install a 36" casing next to the existing 18" SAN near South Lake Shore Drive.
2. Realign crossing east of Wells St. Replace this existing 8" SAN to straighten out the alignment between manholes J7059 to J7054 with potential pipe upsizing to a 10" or 12" diameter sanitary sewer main for future flexibility.
3. Replace Manholes in this area. Based upon realignment of sewer, replace the manholes or adjustment of castings is anticipated.

East Water Project – Upsize Watermain (Broad to Water Treatment Plant)

Installation of a watermain along STH 50 from Broad St. to the WTP. Preliminary estimates proposed installation of a 16" diameter watermain.

East Water Project – Roadway Impacts

The installation of utilities is planned to be timed for completion just prior to WisDOT's planned improvements to STH 50. As such, temporary roadway patches and repairs would be completed as needed for the installation of proposed utility improvements.

Phase 2 – Western Utility Improvements

West Sanitary Sewer Project - Replacement of SAN west of Maxwell

1. Replace existing SAN from Maxwell St. to and along Elmwood Ave with potential pipe upsizing to a 10" or 12" diameter sanitary sewer main for future flexibility.
2. Realign SAN near intersection of Main St. & Lake View Dr to straighten out and simplify the alignment at this intersection including sanitary sewer between Forest St. and Sky Lane Dr.

West Water Project – Upsize Watermain (Forest to Warren)

The installation of a watermain along STH 50 from Forest St to Warren St. Final diameter of new watermain to be either 12" or 16" depending on if need for a future booster station near Forest St and STH 50.

West Water Project – Roadway Impacts

The installation of utilities is planned to be simultaneous with WisDOT improvements to STH 50. As such, roadway improvements would be designed and completed by WisDOT.

The anticipated two phases of the project for LGU and MSA will include *Phase 1 – Eastern Utility Improvements*, which includes the work described above under the *East Sewer Project* and the *East Water Project*. It is anticipated that this work shall be bid and constructed just prior to WisDOT's planned improvements to STH 50. *Phase 2 – Western Utility Improvements* includes the work described above under the *West Sewer Project* and *West Water Project*. It is anticipated that this work will be bid and constructed as part of WisDOT's planned improvements to STH 50. (See Segment 1 on Attachment C.)

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Design

- **Project Administration**
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
 - Attend up to four (4) utility commission meetings. (Two per Phase)
 - Host two (2) Public Information Meetings (One per Phase)
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project.
- **Project Site Information**
 - Contact Utility One Call & Survey: Utilities will be provided by WisDOT. Overall basemap and surface survey information to be provided by WisDOT.
 - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
 - Geotechnical Survey: Completed by the WisDOT and Lake Geneva.
- **Design – Street/Utility**
 - Water Design: Develop horizontal and vertical alignments for water mains. Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details.
 - Sanitary Sewer Design: Develop horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding pressure and capacity. Prepare construction details.
 - Construction Cost Estimate: Develop preliminary construction cost estimates based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- **Plan Preparation and Drafting**
 - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details as relevant to proposed Phase.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
 - *Phase 1 – Eastern Utility Improvements:*
 - a. Construction plans for proposed improvements, including those necessary for utility work and road patching. Documents to be done in MSA format.
 - *Phase 2 – Western Utility Improvements:*
 - a. Construction plans for proposed utility improvements, including plan and profiles for proposed utilities, construction details, and construction quantity sheets. Documents to be done in WisDOT format and provided to WisDOT to be included with their project documents for Segment 1. (See Attachment C)

- **Specifications**
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
 - *Phase 1 – Eastern Utility Improvements*:
 - a. Full project specifications are to be completed for proposed utility improvements and temporary roadway repairs. Documents to be done in MSA format.
 - *Phase 2 – Western Utility Improvements*:
 - a. Project specifications pertaining to planned sanitary sewer and watermain utility improvements to be prepared and provided to WisDOT to be included in their project documents for Segment 1. (See Attachment C) Documents to be done in WisDOT format.
- **Utility Coordination**
 - Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
- **Agency Coordination**
 - Wisconsin Department of Transportation
 - Wisconsin Department of Natural Resources
 - Wisconsin Public Service Commission
 - Southeastern Wisconsin Regional Planning Commission
- **Permits**: Prepare permit application and required attachments for:
 - *Phase 1 – Eastern Utility Improvements*:
 - MSA to obtain the following permit approvals:
 - a. Wisconsin DNR for sanitary sewer extension and watermain extension permits.
 - b. WisDOT Work in Right-of-way permit.
 - c. Wisconsin DNR NOI is not anticipated to be needed at this time with disturbances of utility trenches not anticipated to exceed 1 acre.
 - d. Wisconsin PSC Construction Authorization
 - *Phase 2 – Western Utility Improvements*:
 - MSA to obtain permit approvals from Wisconsin DNR for sanitary sewer extension and watermain extension. All other necessary permits for roadway work to be obtained by WisDOT as part of work planned for Segment 1. (See Attachment C)
- **Design Meetings**
 - *Phase 1 – Eastern Utility Improvements*:
 - Project kick-off: Attend one meeting with staff after review of available existing information.
 - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
 - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.

- *Phase 2 – Western Utility Improvements:*
 - Project kick-off: Attend one meeting with staff after review of available existing information.
 - Preliminary Plan review: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
 - Final Plan review: Attend one meeting with staff, and one meeting with elected officials.
 - It is assumed that no additional formal meetings will be required for WisDOT coordination.
- Due to the length of time necessary for the progress of the project, two additional meetings are included in the scope for the purpose of unknown coordination. Check-in meetings with Teams is anticipated as well.

2. Bidding

- *Phase 1 - Eastern Utility Improvements*
 - Host one (1) round of bidding based on overall project phasing.
 - Assist Owner in Advertising and Soliciting for Bids
 - Administer Bid Document Distribution Process utilizing QuestCDN
 - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - Conduct an Electronic Bid Opening located at MSA's Office
 - Prepare Tabulation of Bids
- *Phase 2 - Western Utility Improvements*
 - WisDOT to include MSA contract documents and quantities with their bid package for planned improvements for Segment 1. (See Attachment C)

DELIVERABLES

MSA will provide the following deliverables:

Phase 1 – Eastern Utility Improvements

1. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
2. Preliminary Construction Cost Estimate: one PDF file
3. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
4. Final Construction Cost Estimate: one PDF file
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

Phase 2 – Western Utility Improvements

1. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
2. Preliminary Construction Cost Estimate: one PDF file
3. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
4. Final Construction Cost Estimate: one PDF file

5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Utility system modeling
4. Construction administration, staking, and observation
5. Funding applications and administration
6. Additional meetings not specifically listed in the scope.
7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
8. Permit assistance related to surface waters and wetlands.
9. Variance requests (if required for permit applications included in the scope).
10. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
2024	Owner approves Professional Services Agreement
June 2024	MSA begins work
November 2024	Preliminary Plans complete
August 2025	Final Plans complete, Permit applications submitted
WisDOT Letting May 2026	Bidding process WisDOT
September 2026	Bidding City of Lake Geneva Project
2027 - 2028	Construction
2028 - 2029	Project Closeout

CHANGE IN SCOPE

With recent discussions with the WisDOT, the City may be required to complete the work for utility replacement prior to the start of construction. Although the scope of work is anticipating two projects being bid, this may be revised to one project.

If revised to one project, MSA anticipates that the fees necessary to complete the work will be reduced. The anticipated reduction in cost is \$15,000. Additionally, this will impact the schedule of the design as well for the project.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.

- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will pay MSA as follows:

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists	\$105 – \$185/hr.
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.



Alliant Energy
4902 North Biltmore Lane
Madison WI 53718-2148

1-800-ALLIANT (800-255-4268)
alliantenergy.com

June 12, 2024

City of Lake Geneva
Attn: Todd Krause
626 Geneva Street
Lake Geneva, WI 53147

Wisconsin Power and Light Company Downtown Lake Geneva Distribution Substation:
City of Lake Geneva Purchase

Dear Mr. Krause,

Wisconsin Power and Light Company (WP&L), a business subsidiary of Alliant Energy, is proposing to rebuild the Downtown Lake Geneva electrical distribution substation. The current parcel owned in fee by WP&L (Parcel ZA312100002) is 0.19 acres. This existing site is significantly smaller than today's standard WP&L substation site, but WP&L understands the public convenience and necessity to supply reliable electrical power to this community.

- WP&L is proposing to acquire from the City approximately 362 square feet on the south side of the existing substation to square off WP&L's property. This would allow for the necessary electrical facilities. Enclosed is the "Preliminary Proposed Property Boundary" drawing with approximate dimensions of the property WP&L is proposing to acquire.
- WP&L has completed a market analysis on commercial properties in the Lake Geneva community. There are several smaller commercial sites for sale that are listed for \$1.20 to \$1.40 a square foot. Therefore, WP&L is offering the City of Lake Geneva \$550.00 dollars for the purchase of approximately 362 square feet of additional land. In accordance with this purchase associated fees such as surveying, closing, and recording will be WP&L's responsibility.

WP&L looks forward to working cooperatively with the City on this matter.

Sincerely,

A handwritten signature in black ink that reads "Jessica R. Bahr".

Jessica R. Bahr
Senior Real Estate Representative
Alliant Energy

Enclosures:







Lake Geneva Utility Commission **Wastewater Utility** **Exterior Building Painting**

Primary Project Area

Item No.	Description of Work	Unit	Qty.	Porta Painting	
				Unit Price	Total Price
1	Mobilization, Bonds, Insurance	LS	1	\$ 2,500.00	\$2,500
2	Headworks Building	LS	1	\$ 8,500.00	\$8,500
3	Process Building	LS	1	\$ 3,750.00	\$3,750
4	Effluent Building	LS	1	\$ 2,550.00	\$2,550
				Subtotal	\$17,300



Lake Geneva Utility Commission **Wastewater Utility** **Headworks & Digester Painting**

Primary Project Area

Item No.	Description of Work	Unit	Qty.	TMI Coatings Inc.	
				Unit Price	Total Price
1	Mobilization, Bonds, Insurance	LS	1	\$ 10,000.00	\$10,000
2	Headworks Building Coating	LS	1	\$ 119,000.00	\$119,000
3	Digester Building Coating	LS	1	\$ 64,000.00	\$64,000
				Subtotal	\$193,000

Porta-Painting

Unit Price	Total Price
\$ 2,800.00	\$ 2,800.00
\$ 23,500.00	\$ 23,500.00
\$ 6,500.00	\$ 6,500.00
Subtotal	\$32,800

**STATE OF WISCONSIN
WALWORTH COUNTY
CITY OF LAKE GENEVA
UTILITY COMMISSION**

RESOLUTION NO. 2024 - 02

WHEREAS, the Wisconsin Department of Natural Resources has issued a permit to the Lake Geneva Wastewater Treatment Plant to discharge under the Wisconsin Pollutant Discharge Elimination System; and

WHEREAS, Chapter NR 208, Wis. Admin. Code, requires that WPDES permittees complete and submit a Compliance Maintenance Annual Report to the Wisconsin Department of Natural Resources each year; and

WHEREAS, the City of Lake Geneva Utility Commission has recently completed a review of the 2023 Compliance Maintenance Annual Report; and

WHEREAS, based on its review of the Groundwater Quality section of the report, has directed staff to continue with the activities outlined in the submitted and approved Chloride Source Reduction Measures Plan, which is focused on gaining compliance with Groundwater Enforcement Standards for chloride, as outlined in Chapter NR 140, Wis. Admin. Code, along with the WWTP's WPDES Permit for effluent quality standards; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Lake Geneva Utility Commission does hereby approve the 2023 Compliance Maintenance Annual Report for the Lake Geneva Wastewater Treatment Plant as presented by Utility staff.

BE IT FURTHER RESOLVED that staff has been directed to electronically submit the report to the Wisconsin Department of Natural Resources, as required under Chapter NR 208, Wis. Admin. Code.

Adopted this 17th day of June 2024, on a ____ - ____ vote.

CITY OF LAKE GENEVA
UTILITY COMMISSION

By: _____
Dennis Lyon, President

Attest: _____
Jo Busch, Utilities Coordinator

Compliance Maintenance Annual Report

Lake Geneva Wastewater Treatment Plt

Last Updated: Reporting For:

6/10/2024

2023

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	0.9194	x	253	x	8.34	=	1,939
February	1.0636	x	224	x	8.34	=	1,983
March	1.2619	x	194	x	8.34	=	2,037
April	1.3375	x	197	x	8.34	=	2,202
May	1.0854	x	267	x	8.34	=	2,421
June	1.0832	x	289	x	8.34	=	2,608
July	1.0991	x	320	x	8.34	=	2,930
August	1.0621	x	304	x	8.34	=	2,690
September	0.9759	x	285	x	8.34	=	2,316
October	0.9559	x	293	x	8.34	=	2,337
November	0.8765	x	284	x	8.34	=	2,078
December	0.8831	x	292	x	8.34	=	2,153

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	2.5	x	90	=	2.25
		x	100	=	2.5
Design BOD, lbs/day	3900	x	90	=	3510
		x	100	=	3900

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2023-05-10

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☐ Yes

☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☒ Yes

☒ Yes

☐ Yes

☐ No

☐ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

24,850

gallons

☐ No

Holding Tanks

☒ Yes

16,533,348

gallons

☐ No

Grease Traps

☐ Yes

0

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

No performance issues were experienced at the wastewater plant from the acceptance of holding tank or septic tank waste.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

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6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.? ☐ Yes ☒ No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes. 	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	50	45	5	1	0	0
February	50	45	9	1	0	0
March	50	45	5	1	0	0
April	50	45	5	1	0	0
May	50	45	5	1	0	0
June	50	45	7	1	0	0
July	50	45	8	1	0	0
August	50	45	8	1	0	0
September	50	45	10	1	0	0
October	50	45	7	1	0	0
November	50	45	6	1	0	0
December	50	45	3	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☐ Yes Enter last calibration date (MM/DD/YYYY)

☒ No

If No, please explain:

We do not have an Effluent Flow Meter, we use our Influent Flow Meter for reporting per our WPDES Permit. Our current WPDES Permit cycle has taken out the section for Effluent Flow Meter Monitoring.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No treatment issues were experienced at the plant.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

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Effluent Quality and Plant Performance (Total Nitrogen)

1. Effluent Total Nitrogen Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Total N

Outfall No. 001	Monthly Average N Limit (mg/L)	Effluent Monthly Average N (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	10	3.31	1	0
February	10	4.2325	1	0
March	10	3.17125	1	0
April	10	2.87	1	0
May	10	2.482222222	1	0
June	10	2.43375	1	0
July	10	3.968	1	0
August	10	3.9625	1	0
September	10	5.4125	1	0
October	10	4.78	1	0
November	10	4.1625	1	0
December	10	3.211111111	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Groundwater Quality

1. Groundwater Quality Standards

1.1 At any time in the past year were there Preventative Action Limit (PAL) or Alternative Concentration Limit (ACL) exceedances of public health and welfare parameters in any groundwater monitoring wells downgradient of the discharge location?

- Yes
- No

If Yes, please list the exceedances in each downgradient well:

Groundwater Monitoring Well's 815, 817, 818 and 820 are our downgradient wells. Well's 815,817,818 and 820 had a PAL exceedance for TDS and Chloride in all 4 quarters. Well's 815,817 and 818 had a PAL exceedance for No2+No3 in the first 3 quarters. Well 820 had a PAL exceedance in the 1st quarter and 3rd quarter for Manganese. Well's 817 and 820 had a PAL exceedance in the 2nd and 4th quarter for Hardness.

1.2 At any time in the past year were there Enforcement Standard (ES) or ES Alternative Concentration Limit (ACL) exceedances in any groundwater monitoring well downgradient of the discharge location?

- Yes (20 points)
- No (If no, proceed to question 1.3)
- N/A - Based on a Department confirmation that the hydrogeologic situation is, in effect, a diffuse surface water discharge system.

If Yes, please list the exceedances in each well:

Well's 817 and 818 had an ES exceedance in all 4 quarter for Chloride. Well 815 had an ES exceedance in the last 3 quarters for Chloride. Well 820 had an ES exceedance in the 1st, 3rd and 4th quarter for Chloride. Well 820 had an ES exceedance in the 3rd quarter for Manganese.

1.3 At any time in the past year were there Enforcement Standard (ES) or ES Alternative Concentration Limit (ACL) exceedances at any point of standards application monitoring well? Point of standards application monitoring wells are those wells used to determine if an ES or ACL has been exceeded at any one or more of the following: 1) Any point of groundwater use; 2) Any point beyond the property boundary on which the facility is located; 3) Any point beyond the design management zone.

- Yes (10 points)
- No
- N/A - Based on a Department confirmation that the hydrogeologic situation is, in effect, a diffuse surface water discharge system rather than a discharge system potentially impacting the groundwater beyond a groundwater compliance boundary. In this case the facility may have received an NR 140.28 exemption.

If Yes, please list the exceedances in each well:

Well's 817,818 and 820 are our Point of Standards Monitoring Wells for ES's. Well's 817,818 and 820 had an ES exceedance in all 4 quarters except for well 820 in the 2nd quarter for Chloride. Well 820 had an ES exceedance in the 3rd quarter for Manganese.

30

2. Groundwater Evaluation Report

2.1 Has a comprehensive Groundwater Compliance Evaluation Report been done by either your consultant or the Department ?

- Yes Date:

- No

If yes, what were the findings:

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Total Points Generated	30
Score (100 - Total Points Generated)	70
Section Grade	D

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

☒ Land applied under your permit

☐ Publicly Distributed Exceptional Quality Biosolids

☐ Hauled to another permitted facility

☐ Landfilled

☐ Incinerated

☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

852.7 acres

2.1.2 How many acres did you use?

63.6

acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - Cake Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<4.8					<8		<8			<4.5			0	0
Cadmium		39	85	1.3					.82		.58			.77			0	0
Copper		1500	4300	930					800		660			790			0	0
Lead		300	840	21					17		7.7			21			0	0
Mercury		17	57	<.43					<.51		<.51			<.56			0	0
Molybdenum	60		75	7.2					8.4		5.5			6.5		0		0
Nickel	336		420	29					47		37			37		0		0
Selenium	80		100	<12					<20		<19			<11		0		0
Zinc		2800	7500	760					590		470			550			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

0

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- ☐ 1-2 (10 Points)
- ☐ > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
 - ☐ Yes
 - ☐ No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - ☐ N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
Exceedence Points
 - 0 (0 Points)
 - ☐ 1 (10 Points)
 - ☐ > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
 - ☐ Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 03/31/2023
Density:	67,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	7 discrete samples were taken from our Sludge Cake Barn.

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2023 - 06/30/2023
Density:	7,100
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	7 discrete samples were taken from our Cake Sludge Storage Barn.

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Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2023 - 09/30/2023
Density:	12,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	7 discrete samples were taken from our Sludge Cake Storage Barn 004.

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2023 - 12/31/2023
Density:	41,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Aerobic Digestion
Process Description:	7 discrete samples were taken from our Sludge Storage Barn (004).

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Method Date:	03/31/2023
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	004		0
Method Date:	06/30/2023		
Option Used To Satisfy Requirement:	Incorporation when land apply		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
Outfall Number:	004		0
Method Date:	09/30/2023		
Option Used To Satisfy Requirement:	Incorporation when land apply		
Requirement Met:	Yes		
Land Applied:	No		
Limit (if applicable):			
Results (if applicable):			
Outfall Number:	004		0
Method Date:	12/31/2023		
Option Used To Satisfy Requirement:	Incorporation when land apply		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):			
Results (if applicable):			
5.2 Was the limit exceeded or the process criteria not met at the time of land application?			
☐ Yes (40 Points)			
☒ No			
If yes, what action was taken?			
6. Biosolids Storage			
6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?			
☒ >= 180 days (0 Points)			
☐ 150 - 179 days (10 Points)			
☐ 120 - 149 days (20 Points)			
☐ 90 - 119 days (30 Points)			
☐ < 90 days (40 Points)			
☐ N/A (0 Points)			
6.2 If you checked N/A above, explain why.			
7. Issues			
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points)☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ○ Computer system ● Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ● Very good ○ Good ○ Fair ○ Poor Describe your rating:	

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We have continued with our proactive approach to the overall maintenance of the wastewater plant. Being fully staffed and having adequate funding has aloud us to continue with plant upgrades/projects where needed.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

KENNETH L BAUMAN

Certification No:

32889

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus		X		
N	Total Nitrogen	X			X
D	Disinfection		X		
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	X

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- Yes
- No
- N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- Yes
- No
- N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☐ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain:	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ☐ Averaging 6 or more CECs per year. ☐ Averaging less than 6 CECs per year. Advanced Certification: ☒ Averaging 8 or more CECs per year. ☐ Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information		
Name:	Josh Gajewski	
Telephone:	(262) 248-2311	(XXX) XXX-XXXX
E-Mail Address (optional):	jgajewski@lgutilities.org	
2. Treatment Works Operating Revenues		
2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?		
● Yes (0 points) ☐		
○ No (40 points)		
If No, please explain:		
2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?		
Year: 2023		0
● 0-2 years ago (0 points) ☐		
○ 3 or more years ago (20 points) ☐		
○ N/A (private facility)		
2.3 Did you have a special account (e.g., CWWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?		
● Yes (0 points)		
○ No (40 points)		
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds		
3.1 When was the Equipment Replacement Fund last reviewed and/or revised?		
Year: 2023		
● 1-2 years ago (0 points) ☐		
○ 3 or more years ago (20 points) ☐		
○ N/A		
If N/A, please explain:		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR		\$ 1,278,439.21
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		\$ 1,278,439.21
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 410,998.72
		+

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,689,437.93

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 1,519,000.00

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Up-sizing of portions of existing east side interceptor to accommodate increased flows from development in the south central and south east areas of the city.	\$10,000,000	2029
2	Reduction of I&I in collection system, using combination of smoke testing, CCTV, CIP lining and manhole rehabilitation.	\$175,000	2023
3	Installation of new receiving station facilities for hauled waste. This project would relocate the current operation from the seepage cell property and move it to the WWTP campus. Goals of the project include improvements to monitoring the quantity and characteristics of wastes, along with increased site security and reduction of staff time via automation.	\$1,300,000	2026

5. Financial Management General Comments

The City adopted increased Utility impact fees in 2023 as a result of a public facilities needs review performed in 2022-23.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	7,353	21
February	6,907	97
March	6,235	41
April	5,653	27
May	4,750	20
June	4,334	16
July	4,033	17
August	3,612	16
September	3,584	19
October	3,355	30
November	4,060	28
December	5,112	21
Total	58,988	353
Average	4,916	29

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We are continuing to upgrade pump controls which allows for more cost effective pumping while increasing the efficiency / longevity overall at the S.S. lift stations.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	157,999	28.50	5,544	60.11	2,628	1,776
February	145,315	29.78	4,880	55.52	2,617	1,448
March	178,136	39.12	4,554	63.15	2,821	1,206
April	149,440	40.13	3,724	66.06	2,262	521
May	158,822	33.65	4,720	75.05	2,116	24
June	177,531	32.50	5,462	78.24	2,269	12
July	163,134	34.07	4,788	90.83	1,796	10
August	175,869	32.93	5,341	83.39	2,109	9
September	176,505	29.28	6,028	69.48	2,540	7
October	151,332	29.63	5,107	72.45	2,089	350
November	151,289	26.30	5,752	62.34	2,427	832
December	159,320	27.38	5,819	66.74	2,387	1,413
Total	1,944,692	383.27		843.36		7,608
Average	162,058	31.94	5,143	70.28	2,338	634

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☒ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☐ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives

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☐ Other:

7.2.2 Comments:

We replaced 7 of our process VFD's with new ones and all of the light fixtures in our office / lab building with new LED lighting.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

We will continue to evaluate our energy consumption and make improvements by replacing equipment, controls and fixtures where savings can be achieved, and will continue working with Focus on Energy for evaluations and subsidies that may be available.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☒ No

☐ Yes

If Yes, how is the biogas used (Check all that apply):

☐ Flared Off

☐ Building Heat

☐ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

We continue to use our CMOM program to keep track of our collection system goals. We keep track of them on our Key Performance Indicators Spreadsheet.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Service Use of Public Sewers Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2017-03-03

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	24.24	% of system/year
Root removal	1.98	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	11.06	% of system/year
Manhole inspections	21.08	% of system/year
Lift station O&M	24	# per L.S./year
Manhole rehabilitation	1.61	% of manholes rehabbed
Mainline rehabilitation	0.017	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

We performed spot repairs to 3 separate sections of gravity sewer pipe located in our collection system. We cement lined the chimney and or the barrel sections on 15 manhole structures. We also grouted 6 MH structures for I&I in 2023.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

33.56	Total actual amount of precipitation last year in inches
36	Annual average precipitation (for your location)
56	Miles of sanitary sewer
8	Number of lift stations
0	Number of lift station failures
4	Number of sewer pipe failures
3	Number of basement backup occurrences
9	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.07	Sewer pipe failures (pipe failures/sewer mile/yr)
0.07	Sanitary sewer overflows (number/sewer mile/yr)
0.05	Basement backups (number/sewer mile)
0.16	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	2/24/2023 7:40:00 AM - 2/24/2023 9:40:00 AM	1185 Elm St.	Broken Sewer, Broken Sewer	400
1	9/18/2023 2:25:00 PM - 9/18/2023 3:00:00 PM	2400 S. Lake Shore Dr.	Broken Sewer, Broken Sewer	500
2	10/2/2023 7:20:00 AM - 10/2/2023 7:45:00 AM	Elm St. Lake Geneva WI	Broken Sewer, Broken Sewer	50
3	12/20/2023 6:50:00 AM - 12/20/2023 7:30:00 AM	1220 S. Lake Shore Dr.	Broken Sewer, Broken Sewer	25

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

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What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future? We are currently working on getting the Bigfoot L.S. force main replaced and relocating it from its current discharge location. The plan is to have the project bid in mid-2024 with construction to start in 2024.	
5. Infiltration / Inflow (I/I) 5.1 Was infiltration/inflow (I/I) significant in your community last year? ☐ Yes ☒ No If Yes, please describe: 5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☐ Yes ☒ No If Yes, please describe: 5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: No significant changes were noticed in 2023. Precipitation for 2023 was less than the average. 5.4 What is being done to address infiltration/inflow in your collection system? We continue to do manhole inspections and have portions of our collection system CCTV'ed each year. This gives us the needed insight to where issues are so we can properly address them. We use chemical or cement grouting in our manholes and CIPP lining or pipe replacement in our collections system where needed to help address I&I.	

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

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Grading Summary

WPDES No: 0021130

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
Nitrogen	A	4	7	28
Groundwater	D	1	7	7
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection				
TOTALS			35	119
GRADE POINT AVERAGE (GPA) = 3.40				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Lake Geneva Utility Commission

Date of Resolution or
Action Taken:

2024-06-17

Resolution Number:

2024-02

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: Nitrogen: Grade = A

Groundwater: Grade = D

The Lake Geneva WWTP historically has been unable to meet Groundwater Enforcement Standards for Chlorides (250 mg/L) as there is not a treatment process in place currently to remove chlorides from effluent waters. The Utility will continue its Chloride Source Reduction Measures per its WPDES Permit (8/01/2023) and implement practices to reduce impacts of chlorides to the groundwater. Based on the most recent Groundwater Evaluation (2022) performed by DNR, the treatment system does not appear to pose any immediate health, welfare, or environmental effect to groundwater in the vicinity of the treatment system.

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade =
(Regardless of grade, response required for Collection Systems if SSOs were reported)

The Utility experienced 4 SSO's in 2023 which are all associated with our Bigfoot L.S. All of the force main breaks were isolated and repaired immediately once discovered by the Utility staff and sub-contractor DTE. We are currently working with our contracted Engineering Firm MSA to bid out the process of replacing the existing FM with the anticipated completion of the project by the end of 2024.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

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(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.40