



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 SEPTEMBER 16, 2024 4:00 PM COUNCIL CHAMBERS - CITY HALL, 626 GENEVA STREET

Watch this meeting on the City's live stream: <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>

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 August 19, 2024 as prepared and distributed
5. Acknowledgement of Correspondence
6. Approval of August 2024 Financials
7. Approval of August 2024 Bills
8. Directors Report
9. Discussion/Action on the disposal of Utility property via auction
10. Discussion/Action on proposals for the Office Drywall Repairs & Painting Project
11. Discussion/Action on proposals for the Office Carpeting Replacement Project
12. Discussion/Action regarding a Professional Service Agreement with MSA Professional Services for construction-related services for the Big Foot Lift Station Force Main Replacement Project
13. Discussion/Action on the preliminary draft of the 2025 Utility Capital Project requests
14. 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 a requested ground lease with VB 500 II, LLC on PIN NLY3200008
15. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session
16. Adjourn

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Monday August 19, 2024 4:00pm
Council Chambers, City Hall – 626 Geneva St

THIS MEETING WAS HELD IN PERSON

Call Meeting to Order – Lyon called the meeting to order at 4:00pm.

Roll Call – Lyon, Howell, Fesenmaier, De Angelis, Binn & Marquardt. Absent: Krause

Staff in Attendance – Gajewski & Busch

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 July 15, 2024, as prepared and distributed
Binn/Lyon motion to approve. Passed 6-0.

Acknowledgement of Correspondence

Correspondence from MSA Professional Services regarding the Big Foot Lift Station project is included in the packets under item 9.

Approval of July 2024 Financials

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

Approval of July 2024 Bills

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

Director's Report

Gajewski reviewed the submitted Director's report. Discussion was had on Symphony Bay impact fee costs and the phases that were prepaid. Discussion was also had on the inventory of services line materials as required by the DNR lead & copper rule.

Binn/Howell motion to approve the Directors report. Passed 6-0

Discussion/Action on the potential award of the Big Foot Lift Station Force Main Replacement Project

Terri Meyerhofer from MSA Professional Services appeared via Zoom. Gajewski explained that the bid opening was moved from its original date to today due to some timing feedback from contractors. Two bids were received. The recommendation is to award the project to the lowest bidder PTS Contractors Inc without including the bid alternate. Meyerhofer explained that the bid alternate was created to allow a different type of pipe material to be used in case contractors had a preference.

Howell/Binn motion to accept the base bid from PTS Contractors Inc as recommended by staff.
Passed 6-0.

Discussion/Action on the proposed scope of services for surveying and engineering to replace the culverts along Well 5 access road

Gajewski said that the four culverts make up a bridge that we use for access to well 5. The well 5 property is surrounded by Hillmoor, and this access road was once used for access to the Hillmoor golf course. The access road has been deteriorating for some time and now heavy rainstorms in July

have led to culvert failure. The problem was discussed with Public Works since they are heavily involved in maintaining the Hillmoor property. Mark Ellena is the engineer that has been used for the replacement of the disc golf course bridges. We requested a scope of services from him to get through the permitting phase from all the various state agencies that need to be involved. He recommended that we work with an engineer to perform a topographic survey and a wetland survey so that he can incorporate those in his watershed modeling required to prove that the culverts are/are not adequately sized. Both proposals go hand in hand to getting this work done.

Binn/Howell motion to approve the proposals from Ellena Engineering Consultants & Kapur & Associates, for surveying and engineering services necessary to replace culverts along the Well 5 access road. Passed 5-1. Fesenmaier voted no.

Discussion/Action on a proposal from Verizon Connect for vehicle and equipment tracking subscription services

Gajewski explained that the contract is a 12-month commitment to fit GPS tracking on all of our service vehicles plus the bobcat telehandler at wastewater. This is the same system that Public Works have used, and they have been very happy with it. Discussion was had about the expected ongoing costs. Verizon Connect would provide the equipment and install it and then provide 12 months of operations. The price was quoted as part of the state cooperative bid.

Binn/Marquardt motion to approve the proposal from Verizon Connect for vehicle and asset tracking subscriptions. Passed 6-0.

Lyon/Howell 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 bargaining reasons require a closed session specifically regarding a requested ground lease with VB 500 II LLC on PIN NLY3200008

The commission convened into closed session on a roll call vote at 4:28pm

Howell/Marquardt motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session

The commission reconvened into open session at 5:05pm.

Howell/Lyon motion to proceed as discussed in closed session. Passed 6-0.

Adjourn

Howell/Marquardt motion to adjourn at 5:06pm. Passed 6-0.

/s/ J Busch

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

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

8 / 2024

FUND 61 - WASTEWATER UTILITY

					YTD % of Budget 67%	Prior YTD 2023	Prior YTD 5 Year Avg.
REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget			
INTEREST EARNED	0	233,811	229,600	4,211	101.8%	188,761	49,841
CUSTOMER SALES	29,160	1,026,214	2,166,137	-1,139,923	47.4%	1,050,671	1,012,456
OTHER REVENUE	1,767	12,721	11,760	961	108.2%	10,837	7,956
CAPITAL CONTRIBUTIONS	4,103	87,655	59,680	27,975	146.9%	427,831	181,278
TOTAL REVENUES	35,030	1,360,401	2,467,177	-1,106,776	55.1%	1,678,100	1,251,531
EXPENSES							
TOTAL OUTSIDE SERVICES	20,705	188,826	430,343	-241,517	43.9%	186,582	177,037
TOTAL OPERATING EXPENSES	3,209	24,663	53,090	-28,427	46.5%	24,537	21,648
TOTAL INSURANCE	0	16,846	35,975	-19,129	46.8%	16,846	14,196
TOTAL SALARY & BENEFITS	54,940	434,021	653,911	-219,890	66.4%	440,605	364,454
TOTAL LAB SUPPLIES	346	13,343	22,800	-9,457	58.5%	14,573	14,831
TOTAL MISCELLANEOUS EXPENSE	0	96	1,000	-904	9.6%	123	244
TOTAL MAINTENANCE	57,230	163,885	366,700	-202,815	44.7%	121,050	96,082
TOTAL OPERATION & MAINTENANCE EXPENSES	136,431	841,681	1,563,819	-722,138	53.8%	804,316	688,491
REVENUES OVER O&M EXPENSES	-101,401	518,719	903,358	-384,639		873,784	563,040
TOTAL CAPITAL OUTLAY	12,835	85,456	1,226,075	-1,140,619	7.0%	100,253	76,947
REVENUES OVER TOTAL EXPENSES	-114,236	433,264	-322,717	755,981		773,531	486,093
TOTAL CASH TRANSFERS	109,130	674,538	328,120	346,418	205.6%	1,033,295	811,211
NET CHANGE IN CASH BALANCE	-223,366	-241,274	-650,837	409,563		-259,764	-325,118

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Wastewater Utility Fund Cash	234,582	-83,493	151,089
LGIP #10 - Capital Project Fund	3,756,039	0	3,756,039
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	1,956,335	0	1,956,335
LGIP #13 - Equipment Replacement Fund	1,743,203	0	1,743,203
LGIP #14 - Wastewater Operating Reserves Fund	286,321	2,633	288,954
TOTAL WASTEWATER CASH AND INVESTMENT	7,976,478	-80,860	7,895,618

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

8 / 2024

FUND 62 - WATER UTILITY

					YTD % of Budget 67%	Prior YTD 2023	Prior YTD 5 Year Avg.
REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget			
INTEREST EARNED	0	143,636	134,300	9,336	107.0%	108,571	28,448
CUSTOMER SALES	3,720	860,524	1,882,606	-1,022,082	45.7%	901,096	879,104
OTHER REVENUE	6,135	290,565	316,710	-26,145	91.7%	277,889	257,600
CAPITAL CONTRIBUTIONS	4,048	77,549	42,200	35,349	183.8%	385,136	162,879
TOTAL REVENUES	13,902	1,372,274	2,375,816	-1,003,542	57.8%	1,672,692	1,328,031
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	6,496	40,997	76,000	-35,003	53.9%	46,602	38,535
TOTAL SOURCE OF SUPPLY - MAINTENANCE	393	40,244	16,300	23,944	246.9%	11,894	8,239
TOTAL PUMPING EXPENSE - OPERATION	6,989	44,944	86,700	-41,756	51.8%	48,780	44,525
TOTAL PUMPING EXPENSE - MAINTENANCE	943	26,847	101,950	-75,103	26.3%	7,785	13,851
TOTAL WATER TREATMENT - OPERATION	9,098	58,130	121,550	-63,420	47.8%	73,060	62,342
TOTAL WATER TREATMENT - MAINTENANCE	3,557	31,665	81,150	-49,485	39.0%	54,822	54,057
TOTAL TRANS. & DISTRIBUTION - OPERATION	4,890	39,226	57,350	-18,124	68.4%	39,272	28,181
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	24,155	212,971	215,400	-2,429	98.9%	112,007	118,888
TOTAL CUSTOMER ACCOUNTS	6,221	47,793	79,080	-31,287	60.4%	52,333	44,557
TOTAL ADMIN & GENERAL OPERATIONS	35,911	327,398	506,421	-179,023	64.6%	336,801	269,998
TOTAL OTHER EXPENSES	25,000	192,500	273,000	-80,500	70.5%	200,000	203,200
TOTAL OPERATION & MAINTENANCE EXPENSES	123,653	1,062,715	1,614,901	-552,186	65.8%	983,356	886,374
REVENUES OVER O&M EXPENSES	-109,750	309,559	760,915	-451,356		689,336	441,657
TOTAL CAPITAL OUTLAY	3,589	98,839	807,975	-709,136	12.2%	487,238	217,361
REVENUES OVER TOTAL EXPENSES	-113,339	210,720	-47,060	257,780		202,098	224,296
TOTAL CASH TRANSFERS	22,264	991,679	-67,500	1,059,179	-1469.2%	717,464	532,962
NET CHANGE IN CASH BALANCE	-135,603	-780,958	20,440	-801,398		-515,366	-308,666

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Water Utility Fund Cash	151,710	-82,274	69,437
LGIP #1 - Capital Project Fund	2,432,142	0	2,432,142
LGIP #2 - Impact Fee Fund	1,185,076	0	1,185,076
LGIP #3 - Equipment Replacement Fund	852,203	0	852,203
LGIP #4 - Water Operating Reserves Fund	386,285	1,771	388,056
TOTAL WATER FUND CASH AND INVESTMENT	5,007,416	-80,502	4,926,913

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				
008461	09/11/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	8,851.72
Total MSA PROFESSIONAL SERVICES INC:				8,851.72
ALLIANT ENERGY/WPL				
280954000024	09/03/2024	HASKINS ST SEWER PLANT	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	17,911.66
Total ALLIANT ENERGY/WPL:				17,911.66
Total 61:				26,763.38
62				
CORE & MAIN LP				
V449145	08/16/2024	METERHORNS-INCORR SHIPM	62-00-00-15000 MATERIAL-SUPPLIES	8,140.50
V347645	07/30/2024	DUAL RADIOS-METERS 510M	62-00-00-34600 METERS	21,600.00
Total CORE & MAIN LP:				29,740.50
ALLIANT ENERGY/WPL				
576425000024	09/03/2024	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	6,258.42
Total ALLIANT ENERGY/WPL:				6,258.42
Total 62:				35,998.92
Grand Totals:				62,762.30

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (2 Characters) = "61","62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
61				
MSA PROFESSIONAL SERVICES INC				
008054	09/03/2024	HWY 50 SURVEYING-SVCS 8/2/	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	206.25
008461	09/11/2024	BFLS FORCEMAIN DESIGN-SV	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	8,851.72
Total MSA PROFESSIONAL SERVICES INC:				9,057.97
NORTHERN LAKE SERVICE INC				
2413528	08/14/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
2413935	08/21/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
2414599	08/29/2024	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	309.38
Total NORTHERN LAKE SERVICE INC:				928.14
WE ENERGIES				
5133966476	08/12/2024	HASKINS ST WWTF-SEWER PL	61-00-00-52500 UTILITY-GAS-PLANT	29.99
5134236240	08/12/2024	HASKINS ST WEST BLDG-STOR	61-00-00-52500 UTILITY-GAS-PLANT	9.90
5135403582	08/12/2024	HASKINS ST DEWATERING BLD	61-00-00-52500 UTILITY-GAS-PLANT	9.90
5137564113	08/14/2024	LAGRANGE DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	18.51
5139568522	08/15/2024	BIG FOOT LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	12.63
Total WE ENERGIES:				80.93
ALLIANT ENERGY/WPL				
143875000024	09/03/2024	191 HASKINS ST DEWATER BLD	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	191.48
280954000024	09/03/2024	HASKINS ST SEWER PLANT	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	17,911.66
507753000024	09/03/2024	361 W MAIN ST SIGN	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	27.87
974671000024	09/03/2024	361 MAIN ST HALLWAY	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	177.34
055361000024	09/03/2024	361 MAIN ST CC LIFT	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	88.00
141180000024	09/03/2024	LAGRANGE DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	141.26
277971000024	09/03/2024	MARIANE TER LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	49.03
307955000024	09/03/2024	MAXWELL ST LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	54.02
327113000024	09/03/2024	BAYVIEW DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	35.64
599411000024	09/03/2024	361 STATE ROAD 120 BIG FOOT	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	261.53
962961000024	09/03/2024	EDGEWOOD DR LIFT STN	61-00-00-52525 UTILITY-ELECTRICITY-COLL SYS	192.18
Total ALLIANT ENERGY/WPL:				19,130.01
FNBO				
823050942420	08/29/2024	CAMERA & NETWORK EQUIP	61-00-00-53050 COMPUTER EXPENSE	888.41
Total FNBO:				888.41
WI DEPT OF ADMINISTRATION				
505-00000936	08/09/2024	IRONPORT ACCT FEE 07/2024	61-00-00-53050 COMPUTER EXPENSE	3.06
Total WI DEPT OF ADMINISTRATION:				3.06
AMAZON CAPITAL SERVICES				
89C4-JUL 2024	08/01/2024	FILE FOLDERS	61-00-00-53100 OFFICE SUPPLIES EXPENSE	62.67

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total AMAZON CAPITAL SERVICES:				62.67
CHARTER COMMUNICATIONS				
152473801082	08/21/2024	INTERNET SVC AUG 2024	61-00-00-53100 OFFICE SUPPLIES EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
AT&T				
262248865608	08/13/2024	AUG 2024 MONTHLY PHONE BI	61-00-00-53110 TELEPHONE EXPENSE	115.76
Total AT&T:				115.76
FNBO				
554328642372	08/24/2024	VONAGE PHONE SVC 8/23/2024	61-00-00-53110 TELEPHONE EXPENSE	133.02
Total FNBO:				133.02
US CELLULAR				
0670635600	08/04/2024	WWTF MONTHLY PHONE BILL	61-00-00-53110 TELEPHONE EXPENSE	137.72
Total US CELLULAR:				137.72
AMAZON CAPITAL SERVICES				
89C4-JUL 2024	08/01/2024	POSTAGE SUPPLIES	61-00-00-53120 POSTAGE	7.80
Total AMAZON CAPITAL SERVICES:				7.80
PITNEY BOWES GLOBAL LEASE				
3319489584	08/11/2024	POSTAGE METER LEASE ACCT	61-00-00-53120 POSTAGE	87.00
Total PITNEY BOWES GLOBAL LEASE:				87.00
BUSCH, JOANNE				
BUSCH081624	08/16/2024	REIMB 8/15/2024 LGLA CLASS	61-00-00-53300 TRAVEL & MILEAGE EXPENSE	120.60
BUSCH081624	08/16/2024	REIMB 8/15/2024 LGLA CLASS	61-00-00-53310 MEALS, LODGING, ETC	54.95
Total BUSCH, JOANNE:				175.55
DUNN LUMBER				
1803684	08/13/2024	2 CYCLE OIL MIX-WEED WHIP &	61-00-00-53500 OPERATIONS TOOLS & EQUIP	6.98
1825681	09/05/2024	TAPE-HOSE REPAIRS	61-00-00-53500 OPERATIONS TOOLS & EQUIP	17.48
Total DUNN LUMBER:				24.46
DEL'S SERVICE				
DELJULY2024	08/19/2024	GASOLINE	61-00-00-53520 OPERATIONS-VEHICLES	331.50
Total DEL'S SERVICE:				331.50
CULLIGAN OF BURLINGTON				
500X03139207	08/31/2024	LAB WATER-DISTILLED	61-00-00-64000 LABORATORY SUPPLIES	112.20
Total CULLIGAN OF BURLINGTON:				112.20
HD SUPPLY INC				
INV00472372	09/03/2024	REPLACEMENT CAPS FOR D.O.	61-00-00-64000 LABORATORY SUPPLIES	444.52

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total HD SUPPLY INC:				444.52
KAPUR & ASSOCIATES INC				
127255	08/20/2024	WW GIS UPDATES-SVCS 7/1/20	61-00-00-92300 OUTSIDE SERVICES EMPLOYED	163.50
Total KAPUR & ASSOCIATES INC:				163.50
DUNN LUMBER				
1811348	08/21/2024	VALVES, NIPPLES, BUSHINGS-	61-00-00-93501 MAINT-HEADWORKS BLDG	121.39
1811573	08/21/2024	TAPE, BUSHING, NIPPLES-HEA	61-00-00-93501 MAINT-HEADWORKS BLDG	25.84
Total DUNN LUMBER:				147.23
HOME DEPOT CREDIT SERVICES				
6013965	08/28/2024	ELBOWS, DOWNSPOUTS, DRIL	61-00-00-93501 MAINT-HEADWORKS BLDG	34.48
Total HOME DEPOT CREDIT SERVICES:				34.48
S.J. ELECTRO SYSTEMS LLC (SJE)				
CD99539809	08/29/2024	PLC REPLACEMENT IN LAKESI	61-00-00-93601 MAINT-HEADWORKS EQUIP	2,897.23
Total S.J. ELECTRO SYSTEMS LLC (SJE):				2,897.23
DUNN LUMBER				
1825741	09/05/2024	UBOLT-DIGESTER TANK #1 & #2	61-00-00-93602 MAINT-DIGESTERS EQUIP	34.76
Total DUNN LUMBER:				34.76
ITU ABSORBTECH INC				
8388537	08/16/2024	SHOP RAGS	61-00-00-93700 MAINT-VEHICLES & EQUIP	33.58
Total ITU ABSORBTECH INC:				33.58
R.N.O.W. INC				
2024-71702	08/22/2024	SITE TUBE-CAMEL TRUCK #55	61-00-00-93700 MAINT-VEHICLES & EQUIP	39.98
Total R.N.O.W. INC:				39.98
UNITED LABORATORIES				
INV414917	08/16/2024	SOLVENT DEGRS & TEFL LUBE	61-00-00-93700 MAINT-VEHICLES & EQUIP	271.67
Total UNITED LABORATORIES:				271.67
CITY ELECTRIC SUPPLY-MA				
LKG/098039	08/16/2024	MARIANE TERR LS ELEC PANE	61-00-00-93800 MAINT-LIFT STATIONS	832.46
Total CITY ELECTRIC SUPPLY-MA:				832.46
HOME DEPOT CREDIT SERVICES				
2902570	08/22/2024	DEPOSIT-TRENCHER-MARIANE	61-00-00-93800 MAINT-LIFT STATIONS	300.00
2902600	08/22/2024	DAMAGE PROTECTION & BAL R	61-00-00-93800 MAINT-LIFT STATIONS	50.45-
8023649	08/16/2024	MARIANE TERRACE LS-ELEC S	61-00-00-93800 MAINT-LIFT STATIONS	376.26
Total HOME DEPOT CREDIT SERVICES:				625.81

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
S.J. ELECTRO SYSTEMS LLC (SJE)				
CD99533481	07/11/2024	LAGRANGE LS PUMP-NEW SOF	61-00-00-93800 MAINT-LIFT STATIONS	1,109.00
Total S.J. ELECTRO SYSTEMS LLC (SJE):				1,109.00
ALLIANT ENERGY/WPL				
252422000024	09/03/2024	E STATE ROAD 50 GATE	61-00-00-93820 MAINT-RECEIVING STATION	21.07
054885000024	09/03/2024	E STATE ROAD 50 SEEPAGE	61-00-00-93830 MAINT-SEEPAGE CELLS/POND	35.23
Total ALLIANT ENERGY/WPL:				56.30
UNITED LABORATORIES				
INV414917	08/16/2024	WEED KILLER	61-00-00-93910 MAINTENANCE-OTHER	2,048.13
Total UNITED LABORATORIES:				2,048.13
Total 61:				40,134.83
62				
MSA PROFESSIONAL SERVICES INC				
008054	09/03/2024	HWY 50 SURVEYING-SVCS 8/2/	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	206.25
Total MSA PROFESSIONAL SERVICES INC:				206.25
CORE & MAIN LP				
V449145	08/16/2024	METERHORNS-INCORR SHIPM	62-00-00-15000 MATERIAL-SUPPLIES	8,140.50
V504676	08/23/2024	CREDIT - METERHORNS	62-00-00-15000 MATERIAL-SUPPLIES	8,140.50
V512954	08/28/2024	METER FLANGES, CURB BOXE	62-00-00-15000 MATERIAL-SUPPLIES	1,494.00
Total CORE & MAIN LP:				1,494.00
DIXON ENGINEERING INC				
24-0889	09/09/2024	ATT HOST PRECON	62-00-00-23830 DEPOSITS	1,450.00
Total DIXON ENGINEERING INC:				1,450.00
CORE & MAIN LP				
V347645	07/30/2024	DUAL RADIOS-METERS 510M	62-00-00-34600 METERS	21,600.00
V453512	08/20/2024	CREDIT-DUAL RADIOS-METERS	62-00-00-34600 METERS	16,200.00
Total CORE & MAIN LP:				5,400.00
MARTELLE WATER TREATMENT				
27629	08/13/2024	SODIUM HYPOCHLORITE	62-00-00-60200 CHEMICALS	1,248.38
Total MARTELLE WATER TREATMENT:				1,248.38
ALLIANT ENERGY/WPL				
145511000024	09/03/2024	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	1,592.90
327391000024	09/03/2024	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	631.20
348370000024	09/03/2024	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	607.39
972745000024	09/03/2024	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	1,116.19
Total ALLIANT ENERGY/WPL:				3,947.68
WE ENERGIES				
5137328207	08/13/2024	WAVERLY ST WELLHOUSE #4	62-00-00-60300 MISC EXPENSES & UTILITY	9.90

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
5144903590	08/20/2024	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	10.56
Total WE ENERGIES:				20.46
HD SUPPLY INC				
INV00472358	09/03/2024	KOPKIT-WELLHOUSE CHEM FE	62-00-00-61400 WELLS MAINTENANCE	288.82
Total HD SUPPLY INC:				288.82
ALLIANT ENERGY/WPL				
347962000024	09/03/2024	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	113.92
576425000024	09/03/2024	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	6,258.42
717061000024	09/03/2024	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	461.68
Total ALLIANT ENERGY/WPL:				6,834.02
WE ENERGIES				
5134497467	08/12/2024	WATER DEPT MAIN BLDG	62-00-00-62300 PUMPING POWER PURCHASED	31.45
5134856837	08/12/2024	CENTER ST BOOSTER STN	62-00-00-62300 PUMPING POWER PURCHASED	18.53
Total WE ENERGIES:				49.98
MARTELLE WATER TREATMENT				
27629	08/13/2024	CHLORINE & CARUS	62-00-00-64100 CHEMICALS	2,378.38
Total MARTELLE WATER TREATMENT:				2,378.38
ALLIANT ENERGY/WPL				
974671000024	09/03/2024	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	177.34
Total ALLIANT ENERGY/WPL:				177.34
AMY'S SHIPPING EMPORIUM				
96561	08/30/2024	SHIPPING WATER SAMPLES	62-00-00-64200 LABOR & EXPENSES (LAB)	22.16
Total AMY'S SHIPPING EMPORIUM:				22.16
HD SUPPLY INC				
INV00472358	09/03/2024	CHLORINE SWIFTEST & DISPE	62-00-00-64200 LABOR & EXPENSES (LAB)	298.41
Total HD SUPPLY INC:				298.41
IDEXX DISTRIBUTION CORP				
3159382838	09/04/2024	BACTI BOTTLES-150 ML + SB	62-00-00-64200 LABOR & EXPENSES (LAB)	302.73
3159710957	09/09/2024	150ML STERILE BACT BOTTLES	62-00-00-64200 LABOR & EXPENSES (LAB)	307.10
Total IDEXX DISTRIBUTION CORP:				609.83
NCL OF WISCONSIN				
508713	09/05/2024	TSB MEDI	62-00-00-64200 LABOR & EXPENSES (LAB)	19.13
Total NCL OF WISCONSIN:				19.13
NORTHERN LAKE SERVICE INC				
2414854	09/04/2024	2024 DRINKING WATER TESTIN	62-00-00-64200 LABOR & EXPENSES (LAB)	1,265.47

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total NORTHERN LAKE SERVICE INC:				1,265.47
WI STATE LABORATORY OF HYGIENE				
784668	08/31/2024	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				
8022192	08/06/2024	CHEMICAL SPILL ABSORBER	62-00-00-65100 PLANT MAINTENANCE	41.88
Total HOME DEPOT CREDIT SERVICES:				41.88
ALLIANT ENERGY/WPL				
098433000024	09/03/2024	750 WILD RIDGE DR WATER TO	62-00-00-66100 MAINT OPS-STANDPIPES	195.43
520171000024	09/03/2024	1887 DODGE ST TOWER	62-00-00-66100 MAINT OPS-STANDPIPES	37.44
Total ALLIANT ENERGY/WPL:				232.87
HOME DEPOT CREDIT SERVICES				
6022494	08/08/2024	PALM SANDER & DISCS, CABLE	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	92.42
Total HOME DEPOT CREDIT SERVICES:				92.42
HD SUPPLY INC				
INV00472358	09/03/2024	MARKING PAINT/FLAGS	62-00-00-67300 MAINT OF MAINS & VALVES	147.77
Total HD SUPPLY INC:				147.77
DOWN TO EARTH				
8447	09/09/2024	1119 WHEELER-LSL REPLACEM	62-00-00-67500 MAINT SERVICES & CURB BOX	3,358.50
Total DOWN TO EARTH:				3,358.50
HD SUPPLY INC				
INV00472358	09/03/2024	MARKING PAINT/FLAGS	62-00-00-67500 MAINT SERVICES & CURB BOX	147.77
Total HD SUPPLY INC:				147.77
SCHMITZ READY MIX INC				
1130851-IN	09/10/2024	1204 PARK ROW-LEAD SERVIE	62-00-00-67500 MAINT SERVICES & CURB BOX	1,090.98
Total SCHMITZ READY MIX INC:				1,090.98
AMAZON CAPITAL SERVICES				
89C4-JUL 2024	08/01/2024	IPAD CASE-METER PROGRAM	62-00-00-67600 MAINT OF METERS	21.99
Total AMAZON CAPITAL SERVICES:				21.99
CORE & MAIN LP				
V572275	09/05/2024	TOUCH PAD READER-METER R	62-00-00-67600 MAINT OF METERS	612.64
Total CORE & MAIN LP:				612.64
DUNN LUMBER				
1822454	09/03/2024	NIPPLES, BUSHING, TEES, PLU	62-00-00-67600 MAINT OF METERS	68.64
1828951	09/09/2024	PAINT MARKER, CABLE TIE, CA	62-00-00-67600 MAINT OF METERS	41.88

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total DUNN LUMBER:				110.52
AMAZON CAPITAL SERVICES				
89C4-JUL 2024	08/01/2024	POSTAGE SUPPLIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	7.79
89C4-JUL 2024	08/01/2024	FILE FOLDERS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	62.67
Total AMAZON CAPITAL SERVICES:				70.46
AT&T				
262248865608	08/13/2024	AUG 2024 MONTHLY PHONE BI	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	115.76
Total AT&T:				115.76
AT&T LONG DISTANCE				
816988240-07	08/04/2024	262-248-8617	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	.70
Total AT&T LONG DISTANCE:				.70
BUSCH, JOANNE				
BUSCH081624	08/16/2024	REIMB 8/15/2024 LGLA CLASS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	175.56
Total BUSCH, JOANNE:				175.56
CAPITAL ONE				
794232663804	08/19/2024	COFFEE & FILTERS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	73.74
Total CAPITAL ONE:				73.74
CHARTER COMMUNICATIONS				
152474701082	08/21/2024	WATER AUGUST INTERNET	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
DUNN LUMBER				
1805448	08/14/2024	PAINT REMOVER-OFFICE DOO	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	13.99
Total DUNN LUMBER:				13.99
FNBO				
554328642372	08/24/2024	VONAGE PHONE SVC 8/23/2024	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	133.02
823050942220	08/09/2024	CCR HEADS UP NOTICE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	21.23
823050942420	08/29/2024	CAMERA & NETWORK EQUIP	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	759.59
Total FNBO:				913.84
MARTIN BUSINESS GROUP				
1310316	08/20/2024	SERVICE CONTRACT/COPIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	156.13
1310316	08/20/2024	SERVICE CONTRACT/COPIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	156.13
Total MARTIN BUSINESS GROUP:				312.26
PITNEY BOWES GLOBAL LEASE				
3319489584	08/11/2024	POSTAGE METER LEASE ACCT	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	87.00
Total PITNEY BOWES GLOBAL LEASE:				87.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
US CELLULAR				
0670635600	08/04/2024	WATER MONTHLY PHONE BILL	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	255.77
Total US CELLULAR:				255.77
WI DEPT OF ADMINISTRATION				
505-00000936	08/09/2024	IRONPORT ACCT FEE 07/2024	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	3.05
Total WI DEPT OF ADMINISTRATION:				3.05
KAPUR & ASSOCIATES INC				
127256	08/20/2024	GIS-LSL LAYER UPDATES-SVCS	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	708.50
Total KAPUR & ASSOCIATES INC:				708.50
AURORA MEDICAL GROUP				
1841872	08/18/2024	DRUG AND MEDICAL TESTING	62-00-00-92600 EMPLOYEE PENSIONS & BENEFITS	102.00
Total AURORA MEDICAL GROUP:				102.00
FNBO				
823050942440	08/30/2024	EMPLOYMENT AD	62-00-00-93000 MISCELLANEOUS GENERAL EXP	40.08
Total FNBO:				40.08
DUNN LUMBER				
1806168	08/15/2024	TREATMENT PLANT PAINT	62-00-00-93200 MAINTENANCE OF GENERAL PLANT	23.96
Total DUNN LUMBER:				23.96
HOME DEPOT CREDIT SERVICES				
5022652	08/09/2024	WOODFILL, SCRAPERS, PAINTI	62-00-00-93200 MAINTENANCE OF GENERAL PLANT	23.94
Total HOME DEPOT CREDIT SERVICES:				23.94
SOUTHEAST LOCK SUPPLY LLC				
7160	09/04/2024	PADLOCKS FOR BULK WATER	62-00-00-93200 MAINTENANCE OF GENERAL PLANT	155.68
Total SOUTHEAST LOCK SUPPLY LLC:				155.68
DEL'S SERVICE				
DELJULY2024	08/19/2024	GASOLINE	62-00-00-93300 TRANSPORTATION EXPENSE	398.13
Total DEL'S SERVICE:				398.13
Total 62:				35,191.05
Grand Totals:				75,325.88

Customer Refunds + 334.46
75,660.34

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

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



Lake Geneva Utility Commission

MUNICIPAL WATER AND WASTEWATER SERVICES

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

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

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

OPERATIONS UPDATE

WATER OPERATIONS

Staff continues to work on the Revised Lead and Copper Rule requirements and will be finalizing the inventory and distributing the required customer notices by mid-November.

Staff have resumed coordinating appointments to complete this year's large meter testing. This work will continue over the next two months, along with cross connection inspections of non-residential customers.

We've completed the annual drinking water monitoring requirements for 2024, which resulted in an MCL exceedance for dichloromethane. This analysis varies dramatically from our historic non-detection results. Staff have corresponded with our WDNR engineer and will be collecting secondary samples to verify the result or to eliminate any anomalies from the first sample collection and analysis.

Fall hydrant flushing is currently scheduled to start the week of September 23rd and will continue for approximately two weeks.

WASTEWATER OPERATIONS

A preconstruction meeting is scheduled on 9/17/24 for the Big Foot Lift Station Force Main Replacement Project. Additionally, the initial utility line openings for the project will also be completed on the 17th. Once a firm construction schedule is developed, we will provide updates to the Commission.

The final installation and startup of the telemetry equipment for the Symphony Bay lift station was delayed but is scheduled for completion on September 19th. We anticipate the request for the dedication of the station to the Utility to be made at the October Commission meeting. The potential acceptance of the station will be handled separately from the other public improvements, as it was administered through a separate bonding process.

OFFICE & ADMINISTRATION

The last of this year's capital project documents are being prepared and will be distributed over the next 3-5 weeks for potential action at the October and November Commission meetings.

The 2025 budget process has started and the preliminary scope of capital requests will be presented during the September meeting. The draft O&M budget is scheduled for presentation at the October meeting and the final requests for potential adoption at the November meeting.

SEPTEMBER 2024 UTILITY COMMISSION AGENDA - BACKGROUND INFORMATION

9. Utility Property Auction

Staff has itemized various items of property that are no longer utilized for Utility purposes and recommends the items be sold. In the past, similar items have been sold through Wisconsin Surplus Online Auction. The Lake Geneva DPW also has surplus items that are planned to be auctioned, and the Utility items can be placed on a joint auction listing with the DPW.

Action is requested to approve the sale of itemized equipment and property through Wisconsin Surplus Online Auction and to receipt the proceeds into Miscellaneous Nonoperating Revenue.

10. Office Drywall Repairs & Painting Project

This project was included in the 2024 Utility Budget and Staff prepared an RFP for a scope of services that included the removal of existing wallpaper, repairs to various wall surfaces, preparation, and painting of approximately 3,100 square feet of wall surfaces within the Utility Office. Proposals were accepted between 8/30 – 9/12/24, and we received 1 submittal from CertaPro Painters, which was approximately \$8,000 less than our budgetary estimate.

Action is recommended to approve the proposal from CertaPro Painters to complete the Office Drywall & Painting Project.

11. Office Carpeting Replacement

This project was included in the 2024 Utility Budget and Staff prepared an RFP for a scope of services that included the removal of carpeting, as well as subfloor preparation, followed by the installation of new carpeting over approximately 2,200 square feet of floor area within the Utility Office. Proposals were accepted between 8/30 – 9/12/24, and we received 2 submittals, Bob's Flooring and Four Seasons Flooring. The proposals were respectively \$1,100 less than and \$750 more than our budgetary estimate.

Action is recommended to approve the proposal from Bob's Flooring for the Office Carpeting Replacement Project.

12. Professional Services Agreement – Big Foot Lift Station Force Main Replacement Project

Staff requested a scope of services from MSA Professional Services that would extend their involvement into the construction and closeout phases of the project. The proposal is based on the anticipated construction timeline but would be billed on a time and material basis representing the actual progression of the project.

Action is recommended to approve the Professional Services Agreement from MSA Professional Services to provide construction-related services for the Big Foot Force Main Replacement Project.

13. Closed Session – Ground Lease Request - VB 500 IL, LLC

Staff will be in attendance at the meeting and will participate in the closed session at the direction of the Commission to provide additional information on the noticed item.





PROPOSAL FORM

PROJECT

Lake Geneva Utility Commission
Office Drywall Repairs & Painting

SUBMITTAL DEADLINE

By 3:00 p.m. September 12, 2024

All proposals shall be marked “**Office Drywall Repairs & Painting**” and be delivered in person at 361 W Main Street – Lake Geneva, WI 53147 or via standard mail addressed to the Lake Geneva Utility Commission – P.O. Box 187 – Lake Geneva, WI 53147.

AWARD OF WORK

The Board of Commissioners is anticipated to debate the award of the work at their regular monthly meeting scheduled for September 16, 2024.

The Utility reserves the right, in its sole discretion, to award or reject Item 3 and Item 4 outlined on the Proposal Form.

ACKNOWLEDGEMENTS

Contractor accepts the terms and conditions of the Request for Proposal (RFP), including the General Provisions, Specifications, and related documentation. The Proposal will remain subject to acceptance for a period of 60 days after the submittal deadline.

REPRESENTATIONS OF PROPOSAL

Contractor has:

- examined and carefully studied the RFP Documents and the following Addenda, receipt of which is acknowledged below.

Addendum Number: _____ Date Issued: _____

Addendum Number: _____ Date Issued: _____

- visited the site or otherwise become familiar with it and is satisfied with the conditions that may affect cost, progress or performance for completing the work.
- made themselves aware of the general nature of the work to be completed as described in the RFP Documents.
- given Owner written notice of all conflicts, errors, or inconsistencies that were discovered in the RFP Documents and that a written resolution by the Utility is acceptable.
- agreed the RFP Documents are sufficient to indicate an understanding of all terms and conditions for the performance of the work for which is being submitted.
- considered the scope of work and schedule for completion and acknowledged that they are available to start and complete the work within the timeline supplied in the RFP Documents.
- has not added any conditions or qualifying statements to this proposal that may be declared as irregular or as being not responsive to the Advertisement of the RFP, and therefore be disqualified.
- has provided representative pricing to independently complete each of the itemized scopes of work as outlined on the Proposal Form.

BASIS OF PROPOSAL

Contractor agrees to complete the work as outlined in the Proposal Documents for the following prices:

ITEM #	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization & Insurance	LS	1		\$ 250.00
2	Front Office, Hallway & Conference Room	LS	1		\$ 6,656.38
3	Side Office & Hallway	LS	1		\$ 1,912.45
4	Bathrooms & Hallway	LS	1		\$ 2,083.35
	TOTAL				\$ 10,902.18

TIME OF COMPLETION

Contractor agrees that the work will be completed by October 25, 2024.

Contractor agrees that work will be completed within 15 calendar days after work start.

Contractor agrees that the request for final payment will be issued by December 6, 2024.

ATTACHMENTS TO THIS PROPOSAL

- List of all proposed subcontractors
- List of all proposed material suppliers
- List of project references

BOB'S FLOOR COVERING

W2556 INTERCHANGE NORTH
LAKE GENEVA, WI 53147
262-248-8500

Order Date: 9/12/2024

Salesperson: TABITHA AKIN

Sold To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147
262-248-2311

Ship To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147

Invoice Number: CG400699

PO Number: MAIN

Description	Amount
TAKE UP AND DISPOSAL - CARPET ONLY	\$825.82
FLOOR PREP - CONCRETE	\$620.91
Labor & Material	
Patch	
REMOVE AND REINSTALL EXISTING BASE AND SHOE	\$1,241.81
REDUCERS, FLAT BAR: TBD	\$155.23
DAILY WIRE - ECOFLEX MATRIX - 24 X 24 - 24 PER CASE: TO BE DETERMINED	\$4,152.39
CARPET INSTALLATION	\$2,014.84
	Materials: \$4,307.62
	Services: \$4,703.38
	Recycle Fee: \$0.00
	Misc Tax: \$0.00
	Sales Tax: \$0.00
	Total: \$9,011.00
	Balance Due: \$9,011.00

BOB'S FLOOR COVERING

W2556 INTERCHANGE NORTH
LAKE GENEVA, WI 53147
262-248-8500

Order Date: 9/12/2024

Salesperson: TABITHA AKIN

Sold To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147
262-248-2311

Ship To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147

Invoice Number: CG400700

PO Number: STAIRS

Description	Amount
TAKE UP AND DISPOSAL - CARPET AND PAD	\$150.00
BUDGET ALLOWANCE - CARPET & PAD: TO BE DETERMINED	\$634.78
STAIR INSTALLATION	\$350.00

Materials: \$634.78

Services: \$500.00

Recycle Fee: \$0.00

Misc Tax: \$0.00

Sales Tax: \$0.00

Total: \$1,134.78

Balance Due:
\$1,134.78

BOB'S FLOOR COVERING

W2556 INTERCHANGE NORTH
LAKE GENEVA, WI 53147
262-248-8500

Order Date: 9/12/2024

Salesperson: TABITHA AKIN

Sold To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147
262-248-2311

Ship To:

UTILITY COMMISSION, LAKE GENEVA
361 W MAIN STREET
LAKE GENEVA, WI 53147

Invoice Number: CG400701

PO Number: SIDE OFFICE & HALL

Description	Amount
DAILY WIRE - ECOFLEX MATRIX - 24 X 24 - 24 PER CASE: TO BE DETERMINED	\$460.40
TAKE UP AND DISPOSAL - CARPET ONLY	\$76.50
CARPET INSTALL - GLUE DOWN	\$400.00
Materials:	\$460.40
Services:	\$476.50
Recycle Fee:	\$0.00
Misc Tax:	\$0.00
Sales Tax:	\$0.00
Total:	\$936.90
Balance Due:	\$936.90

PROPOSAL FORM

PROJECT

Lake Geneva Utility Commission
Office Carpeting Replacement

SUBMITTAL DEADLINE

By 3:00 p.m. September 12, 2024

All proposals shall be marked “**Office Drywall Repairs & Painting**” and be delivered in person at 361 W Main Street – Lake Geneva, WI 53147 or via standard mail addressed to the Lake Geneva Utility Commission – P.O. Box 187 – Lake Geneva, WI 53147.

AWARD OF WORK

The Board of Commissioners is anticipated to debate the award of the work at their regular monthly meeting scheduled for September 16, 2024.

The Utility reserves the right, in its sole discretion, to award or reject Item 3 and Item 4 outlined on the Proposal Form.

ACKNOWLEDGEMENTS

Contractor accepts the terms and conditions of the Request for Proposal (RFP), including the General Provisions, Specifications, and related documentation. The Proposal will remain subject to acceptance for a period of 60 days after the submittal deadline.

REPRESENTATIONS OF PROPOSAL

Contractor has:

- examined and carefully studied the RFP Documents and the following Addenda, receipt of which is acknowledged below.

Addendum Number: _____	Date Issued: _____
Addendum Number: _____	Date Issued: _____

- visited the site or otherwise become familiar with it and is satisfied with the conditions that may affect cost, progress or performance for completing the work.
- made themselves aware of the general nature of the work to be completed as described in the RFP Documents.
- given Owner written notice of all conflicts, errors, or inconsistencies that was discovered in the RFP Documents and that a written resolution by the Utility is acceptable.
- agreed the RFP Documents are sufficient to indicate an understanding of all terms and conditions for the performance of the work for which is being submitted.
- considered the scope of work and schedule for completion and acknowledges that they are available to start and complete the work within the timeline supplied in the RFP Documents.
- has not added any conditions or qualifying statements to this proposal that may be declared as irregular or as being not responsive to the Advertisement of the RFP, and therefore be disqualified.
- has provided representative pricing to independently complete each of the itemized scopes of work as outlined on the Proposal Form.

BASIS OF PROPOSAL

Contractor agrees to complete the work as outlined in the Proposal Documents for the following prices:

ITEM #	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization & Insurance	LS	1		\$
2	Front Offices & Conference Room	LS	1		\$
3	Side Office & Hallway	LS	1		\$
4	Stairs	LS	1		\$
				TOTAL	\$ 12,958.43

TIME OF COMPLETION

Contractor agrees that the work will be completed between November 4 - 27, 2024.

Contractor agrees that work will be completed within 15 calendar days after work start.

Contractor agrees that the request for final payment will be issued by December 6, 2024.

ATTACHMENTS TO THIS PROPOSAL

- List of all proposed subcontractors *FOUR SEASONS Flooring*
- List of all proposed material suppliers *SEE attached proposal listing*
- List of project references

1.) *PSG CONSTRUCTION, INC 262-758-6064*
448 FALCON Ridge Drive, Suite B
Burlington, WI 53105

2.) *SCHERRER CONSTRUCTION 262-539-3100*
STEVEN RICHARD
601 Black Hawk Dr.
Burlington, WI 53105



Professional Services Agreement

MSA Project Number: 07815012

This AGREEMENT (Agreement) is made effective 09/09/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 220 East Buffalo St, Milwaukee, WI 53202

Phone: (414) 296-4333

Representative: Joe DeYoung

Email: jdeyoung@msa-ps.com

LAKE GENEVA UTILITIES (OWNER)

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

Phone: 262-248-2311

Representative: Josh Gajewski

Email: jgajewski@lgutilities.org

Project Name: Big Foot Lift Station Force Main Relocation - Construction Related Services (CRS)

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

The schedule to perform the work is: Approximate Start Date: Aug 2024
Approximate Completion Date: June 2025

The estimated fee for the work is: \$115,000

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 UTILITIES

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski

Utility Director

Date: _____

Joe DeYoung

Operations Leader

Date: 09/11/2024

OWNER ATTEST: (optional, delete lines if not applicable)

Jo Busch

Utilities Coordinator

Date: _____

Kevin Lord

Team Leader

Date: 09/11/2024

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"), 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.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Construction Administration

- Construction Contracts: Process project construction contracts and coordinate signatures. Provide compiled construction contract document package.
- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- Construction Progress Meetings: Facilitate and attend construction progress meetings (assumed to be monthly).
- Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- Site Visits: Make periodic site visits to observe contractor's work in progress (maximum 4 visits).
- Meetings: Attend meetings of Owner Board/Council/Committee as needed to present project information (maximum 4 meetings).
- Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Applications for Payment: Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment (*includes warranty documentation and lien waiver review*).
- QA/QC: Employ documented quality-assurance/quality-control procedures throughout project.

2. Construction Staking

- Provide line and grade stakes anticipated for:
 - Sanitary Sewer
 - Storm Sewer
 - Roadway subgrade and base courses
 - Concrete Curb and Gutter/Flumes
 - Sidewalk
 - Pavement

3. Construction Observation

- Furnish a Construction Observer to observe the progress and quality of the Contractor's work on the Project. Duties and responsibilities of the CO include:
 - Attend meetings with Contractor, such as preconstruction conferences and progress meetings.

- Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.
- Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Verify that tests, equipment, and systems start-ups are conducted and documented appropriately.
- Maintain orderly files and prepare a daily report recording Contractor's hours and activities at the site.
- Review applications for payment with regard to Work completed, and materials and equipment delivered at the Site.
- Participate in visits to the Project to determine punch list items, and readiness for Substantial Completion and Final Completion.
- The estimated fee for services is based on 22 weeks of Construction Observation with part-time observation needed throughout those weeks.

4. Post Construction

- Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records
- Operation and Maintenance Manuals: Compile Operation and Maintenance Manuals from information provided by Contractor.
- Correction Period: Visit site with Owner one month prior to end of Contractor's correction period to ascertain if any work is subject to correction.

DELIVERABLES

MSA will provide the following deliverables:

1. Record Drawings: one (1) paper copy, and one PDF file.
2. Operation and Maintenance Manuals: one (1) paper copy, and one PDF file.

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. Funding applications and administration
5. Additional meetings not specifically listed in the scope.
6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
7. Permit assistance related to surface waters and wetlands.
8. Variance requests (if required for permit applications included in the scope).
9. Updates to Owner's electronic Geographic Information System to reflect changes from 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.

FEE SUMMARY

The Owner will compensate MSA for Construction Observation services on a time and expense basis, based on MSA's standard rate schedule. The fee for these services is estimated to be the amount shown on the Agreement.

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	\$0.14/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing	\$30/day
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/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 - \$360/flight for DOT

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



City of Lake Geneva
Utility Commission
Preliminary Capital Expense Request Summary
2025 Budget Year

FUND 61 - Wastewater

Requested Project	Project #	Location	Project Type	Estimated Cost	Expected Funding Source
Collection System Televising	WW18-11	Collection System	Revolving Maint.	\$ 45,000	General Revenues
Collection System Smoke Testing	WW20-02	Collection System	Maintenance	\$ 60,000	CPF
Manhole Rehabilitation	WW20-03	Collection System	Revolving Maint.	\$ 20,000	General Revenues
Hwy 50 Preliminary Engineering	WW24-02	Collection System	Replacement	\$ 100,000	CPF
Hwy 50 Main Lining	WW24-05	Collection System	Upgrade	\$ 100,000	CPF
Casting Replacement: I/I Elimination	WW24-06	Collection System	Revolving Maint.	\$ 25,000	General Revenues
Facilities Planning	WW24-08	WWTP	Study	\$ 65,000	General Revenues
Sewer Use Ordinance	WW24-09	Collection System	Study	\$ 25,000	General Revenues
Big Foot LS Forcemain	WW24-10	Collection System	Replacement	\$ 1,268,000	CPF
Solids Conveyor Rebuild	WW25-01	WWTP	Maintenance	\$ 232,000	ERF
Scum Pump #2	WW25-02	WWTP	Replacement	\$ 15,000	ERF
Receiving Station Valves	WW25-03	Collection System	Replacement	\$ 15,950	ERF
Floor Coatings - 5 buildings	WW25-04	WWTP	Replacement	\$ 46,000	CPF
Collection System Camera	WW25-05	Collection System	Replacement	\$ 40,000	ERF
Jet-Vac Truck	WW25-06	Collection System	Replacement	\$ 600,000	ERF
				Wastewater Subtotal \$ 2,656,950	
				Via Prior Appropriations	
				2025 General Revenue Requirement \$ 2,656,950	

FUND 62 - Water

Requested Project	Project #	Location	Project Type	Estimated Cost	
Water Meter New & Replacement	DW18-05	Distribution	Revolving Maint.	\$ 112,400	General Revenues
Leak Survey	DW18-09	Distribution	Revolving Maint.	\$ 20,000	General Revenues
Host Tower Pressure Wash	DW22-02	Distribution	Maintenance	\$ 12,000	General Revenues
Hwy 50 Preliminary Engineering	DW24-01	Distribution	Replacement	\$ 100,000	CPF
Center St. Tower Paint	DW24-02	Distribution	Maintenance	\$ 350,000	General Revenues
Lead Service Line Replacement	DW25-01	Distribution	Replacement	\$ 65,000	CPF
Valve Operator	DW25-02	Distribution	New	\$ 20,000	ERF
Service Truck	DW25-03	WTP	Replacement	\$ 40,000	ERF
Sheridan - Interchange - Center Eng	DW25-04	Distribution	Replacement	TBD	CPF
Reservoir 2 Roof	DW25-05	WTP	Replacement	\$ 40,000	CPF
Floor Coating - Plant B and Vehicle Bay	DW25-06	WTP	Replacement	\$ 58,000	CPF
Dodge St Boost Pump	DW25-07	Distribution	Maintenance	\$ 15,000	General Revenues
Water Subtotal				\$ 832,400	
Via Prior Appropriations					
2025 General Revenue Requirement				\$ 832,400	