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 FEBRUARY 17, 2025 4:00 PM
ROOM 2A - CITY HALL, 626 GENEVA STREET

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 January 20, 2024 as prepared and distributed
5. Acknowledgement of Correspondence
6. Approval of December 2024 Financials
7. Approval of January 2025 Financials
8. Approval of January 2025 Bills
9. Directors Report
10. Discussion/Action on the replacement of VFD 1A at the water treatment plant
11. Discussion/Action on a proposal from Dixon Engineering for professional services for the Center Street Tower Painting Project
12. Discussion/Action on the replacement of scum pump #2 at the wastewater treatment plant
13. Discussion/Action on the replacement of the wastewater utility's televising camera
14. Discussion/Action on the replacement of the Utility Commission copier
15. Adjourn

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Monday January 20, 2025 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, Krause, Fesenmaier, Binn, Marquardt, & Stoodley. DeAngelis arrived at 4:03pm.

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 December 16, 2024, as prepared and distributed
Stoodley/Binn motion to approve. Passed 6-0.

Acknowledgement of Correspondence
None

Approval of December 2024 Financials
Binn/Marquardt motion to approve. Lyon asked Gajewski to explain why the financials for the Wastewater Utility show a negative ending balance in fund cash. Gajewski reported that there have been ongoing issues with fund cash accounting dating back to August. He has been working with the Accounting Department at City Hall and has been advised that there is a software problem that causes entries in fund cash to be duplicated. This is not isolated to the Utility, and is occurring in all fund cash accounts. Lyon expressed concern that we would be approving financials that aren't accurate. Discussion followed.
Lyon requested a vote on the motion to approve. Motion failed 1-6 with only Binn voting yes. Financials for December were not approved.

Approval of December 2024 Bills
An updated Payment Approval Report was presented to the Utility Commission as staff were advised that several invoices had been paid at City Hall that fell into the timeline of approval but were not included in the original bill list. The additional amounts were highlighted on the new report to be approved.
Binn/Stoodley motion to approve the bill list marked New Report. Approved 6-1 with Fesenmaier voting no.

Director's Report
Gajewski reviewed the submitted Directors Report and answered questions about the recent iron filtration system failure, which resulted in iron-laden water being discharged into the White River. Discussion regarding clean up and expected WI DNR action followed. An expected large expenditure in 2025 is the replacement of the jet vac truck and Gajewski will bring this to the Commission in February.

Discussion/Action on a request to accept the water and sanitary sewer improvements for Phase 5 – Symphony Bay
No discussion.
Stoodley/Binn motion to accept the Phase 5 Symphony Bay water and sanitary sewer improvements. Unanimously approved.

Discussion/Action on the potential awarding of the White River Culvert Replacement Project
Gajewski gave the history of the project and the timeline for completion. A bid opening was held on January 16, 2025 and the lowest bidder was RLP Diversified, Inc. All bids have been reviewed, and staff recommend accepting the lowest bid.
Binn/Fesenmaier motion to award the project to the lowest bidder RLP Diversified, Inc. Approved unanimously.

Discussion/Action on a quote to purchase a replacement water pump for the jet-vac truck
Gajewski reported a failure in the oil side of the water pump on our 20-year-old jet vac truck. He explained the options of either rehabbing the water pump or buying a new one. This would be the second time the pump has been rehabbed and parts for rehabbing are not in stock. A new pump unit can be sold separately when we replace the truck which will recoup some of the cost and is available immediately. Staff recommend the purchase of a new water pump.
Fesenmaier/Binn motion to approve the quote from RNow for a replacement water pump. Approved unanimously.

Discussion/Action on proposed Change Order #2 for the Big Foot Lift Station Force Main Replacement Project submitted by PTS Contractors
When the project was bid, an estimated amount of asphalt for pot holing for directional drilling was included. The contractor did not require as many bore holes as expected and therefore the amount of asphalt required was significantly reduced. The contract language allows the contractor to submit a change order for unit pricing when quantities vary significantly. PTS used a sub-contractor for paving and incurred a mobilization fee. In the change order, they are requesting that the mobilization fee be added, and the amount of asphalt be reduced. These changes result in overall savings of $47K.
Marquardt/Stoodley motion to approve Change Order Request #2 submitted by PTS Contractors. Approved unanimously.

Discussion/Action on Payment Application #2 for the Big Foot Lift Station Force Main Replacement Project submitted by PTS Contractors
Gajewski confirmed that this payment application is for work completed through January 8, 2025.
Fesenmaier/Marquardt motion to approve. Passed unanimously.

Adjourn
Stoodley/Fesenmaier motion to adjourn at 4:33pm. Passed unanimously.

/s/ J Busch

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

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 12 / 2024

FUND 61 - WASTEWATER UTILITY

REVENUES	**Current Period**	**YTD**	**2024 Budget**	**YTD vs Budget**	**YTD % of Budget** *100%*	**Prior YTD 2023**	**Prior YTD 5 Year Avg.**
INTEREST EARNED	30,720	396,402	229,600	166,802	172.6%	307,121	88,861
CUSTOMER SALES	503,402	2,142,538	2,166,137	-23,599	98.9%	2,147,183	2,059,867
OTHER REVENUE	1,316	18,832	11,760	7,072	160.1%	16,654	12,922
CAPITAL CONTRIBUTIONS	7,460	126,298	59,680	66,618	211.6%	458,417	353,799
TOTAL REVENUES	**542,898**	**2,684,070**	**2,467,177**	**216,893**	**108.8%**	**2,929,374**	**2,515,449**
EXPENSES							
TOTAL OUTSIDE SERVICES	32,564	303,649	430,343	-126,694	70.6%	315,509	309,103
TOTAL OPERATING EXPENSES	9,548	44,728	53,090	-8,362	84.2%	39,327	34,024
TOTAL INSURANCE	8,423	33,692	35,975	-2,283	93.7%	25,269	25,491
TOTAL SALARY & BENEFITS	82,922	703,861	653,911	49,950	107.6%	736,820	565,476
TOTAL LAB SUPPLIES	6,729	22,578	22,800	-222	99.0%	21,249	19,625
TOTAL MISCELLANEOUS EXPENSE	0	137	1,000	-863	13.7%	197	542
TOTAL MAINTENANCE	24,054	277,224	366,700	-89,476	75.6%	252,461	239,405
TOTAL OPERATION & MAINTENANCE EXPENSES	**164,240**	**1,385,868**	**1,563,819**	**-177,951**	**88.6%**	**1,390,832**	**1,193,666**
REVENUES OVER O&M EXPENSES	**378,658**	**1,298,202**	**903,358**	**394,844**		**1,538,542**	**1,321,783**
TOTAL CAPITAL OUTLAY	767,896	907,621	1,226,075	-318,454	74.0%	165,376	135,998
REVENUES OVER TOTAL EXPENSES	**-389,238**	**390,581**	**-322,717**	**713,298**		**1,373,166**	**1,185,786**
TOTAL CASH TRANSFERS	30,721	801,626	328,120	473,506	244.3%	1,753,687	1,227,998
NET CHANGE IN CASH BALANCE	**-419,959**	**-411,045**	**-650,837**	**239,792**		**-380,521**	**-42,213**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Wastewater Utility Fund Cash	407,504	-821,781	-414,277
LGIP #10 - Capital Project Fund	3,820,006	14,902	3,834,908
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	1,989,652	7,762	1,997,413
LGIP #13 - Equipment Replacement Fund	1,772,890	6,916	1,779,806
LGIP #14 - Wastewater Operating Reserves Fund	292,533	1,141	293,674
TOTAL WASTEWATER CASH AND INVESTMENT	**8,282,585**	**-791,060**	**7,491,525**

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 12 / 2024

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget	YTD % of Budget *100%*	Prior YTD 2023	Prior YTD 5 Year Avg.
INTEREST EARNED	19,264	245,596	134,300	111,296	182.9%	177,978	51,075
CUSTOMER SALES	476,974	1,872,625	1,882,606	-9,981	99.5%	1,877,998	1,805,761
OTHER REVENUE	4,374	311,472	316,710	-5,238	98.3%	299,909	282,547
CAPITAL CONTRIBUTIONS	6,760	105,055	42,200	62,855	248.9%	404,536	286,314
TOTAL REVENUES	**507,372**	**2,534,748**	**2,375,816**	**158,932**	**106.7%**	**2,760,421**	**2,425,698**
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	9,578	69,339	76,000	-6,661	91.2%	72,070	62,214
TOTAL SOURCE OF SUPPLY - MAINTENANCE	299	44,394	16,300	28,094	272.4%	14,133	25,395
TOTAL PUMPING EXPENSE - OPERATION	11,852	77,343	86,700	-9,357	89.2%	79,901	74,824
TOTAL PUMPING EXPENSE - MAINTENANCE	882	30,623	101,950	-71,327	30.0%	9,447	16,533
TOTAL WATER TREATMENT - OPERATION	11,475	95,456	121,550	-26,094	78.5%	100,968	97,729
TOTAL WATER TREATMENT - MAINTENANCE	7,804	51,960	81,150	-29,190	64.0%	78,853	94,641
TOTAL TRANS. & DISTRIBUTION - OPERATION	6,739	61,206	57,350	3,856	106.7%	64,277	41,047
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	18,963	302,602	215,400	87,202	140.5%	169,660	270,882
TOTAL CUSTOMER ACCOUNTS	8,561	75,750	79,080	-3,330	95.8%	82,365	70,309
TOTAL ADMIN & GENERAL OPERATIONS	62,693	510,290	506,421	3,869	100.8%	587,894	433,425
TOTAL OTHER EXPENSES	25,000	292,500	273,000	19,500	107.1%	237,409	270,050
TOTAL OPERATION & MAINTENANCE EXPENSES	**163,845**	**1,611,463**	**1,614,901**	**-3,438**	**99.8%**	**1,496,978**	**1,457,048**
REVENUES OVER O&M EXPENSES	**343,527**	**923,285**	**760,915**	**162,370**		**1,263,443**	**968,650**
TOTAL CAPITAL OUTLAY	6,357	152,569	807,975	-655,406	18.9%	574,829	234,879
REVENUES OVER TOTAL EXPENSES	**337,170**	**770,716**	**-47,060**	**817,776**		**688,614**	**733,770**
TOTAL CASH TRANSFERS	19,264	1,071,374	-67,500	1,138,874	-1587.2%	837,664	761,975
NET CHANGE IN CASH BALANCE	**317,906**	**-300,659**	**20,440**	**-321,099**		**-149,050**	**-28,205**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Water Utility Fund Cash	221,443	-128,974	92,469
LGIP #1 - Capital Project Fund	2,473,562	9,649	2,483,211
LGIP #2 - Impact Fee Fund	1,205,258	4,702	1,209,960
LGIP #3 - Equipment Replacement Fund	866,717	3,381	870,098
LGIP #4 - Water Operating Reserves Fund	392,864	1,533	394,396
TOTAL WATER FUND CASH AND INVESTMENT	**5,159,843**	**-109,709**	**5,050,134**

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 1 / 2025

FUND 61 - WASTEWATER UTILITY

REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget	YTD % of Budget *8%*	Prior YTD 2023	Prior YTD 5 Year Avg.
INTEREST EARNED	29,458	29,458	265,900	-236,442	11.1%	32,504	11,088
CUSTOMER SALES	25,354	25,354	2,147,937	-2,122,583	1.2%	13,942	19,748
OTHER REVENUE	2,710	2,710	14,500	-11,790	18.7%	1,649	1,403
CAPITAL CONTRIBUTIONS	3,730	3,730	77,211	-73,481	4.8%	4,103	6,341
TOTAL REVENUES	**61,252**	**61,252**	**2,505,548**	**-2,444,296**	**2.4%**	**52,198**	**38,580**
EXPENSES							
TOTAL OUTSIDE SERVICES	9,572	9,572	402,650	-393,078	2.4%	11,102	14,015
TOTAL OPERATING EXPENSES	1,579	1,579	48,340	-46,761	3.3%	3,042	2,108
TOTAL INSURANCE	0	0	40,272	-40,272	0.0%	0	0
TOTAL SALARY & BENEFITS	55,038	55,038	732,460	-677,422	7.5%	36,360	46,577
TOTAL LAB SUPPLIES	13,204	13,204	23,200	-9,996	56.9%	10,528	7,257
TOTAL MISCELLANEOUS EXPENSE	0	0	775	-775	0.0%	0	1
TOTAL MAINTENANCE	1,846	1,846	624,650	-622,804	0.3%	607	1,770
TOTAL OPERATION & MAINTENANCE EXPENSES	**81,239**	**81,239**	**1,872,347**	**-1,791,108**	**4.3%**	**61,639**	**71,728**
REVENUES OVER O&M EXPENSES	**-19,988**	**-19,988**	**633,201**	**-653,189**		**-9,440**	**-33,147**
TOTAL CAPITAL OUTLAY	167,946	307,670	1,165,100	-857,430	26.4%	0	14,557
REVENUES OVER TOTAL EXPENSES	**-187,933**	**-327,658**	**-531,899**	**204,241**		**-9,440**	**-47,705**
TOTAL CASH TRANSFERS	-741,447	29,458	531,899	-502,441	5.5%	41,939	12,199
NET CHANGE IN CASH BALANCE	**553,514**	**-357,116**	**-1,063,798**	**706,682**		**-51,380**	**-59,903**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Wastewater Utility Fund Cash	-414,277	-36,885	-451,162
LGIP #10 - Capital Project Fund	3,820,006	29,191	3,849,197
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	1,989,652	15,204	2,004,856
LGIP #13 - Equipment Replacement Fund	1,772,890	13,548	1,786,438
LGIP #14 - Wastewater Operating Reserves Fund	292,533	-291,439	1,094
TOTAL WASTEWATER CASH AND INVESTMENT	**7,460,804**	**-270,382**	**7,190,422**

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU: 1 / 2025

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2024 Budget	YTD vs Budget	YTD % of Budget *8%*	Prior YTD 2023	Prior YTD 5 Year Avg.
INTEREST EARNED	18,473	18,473	174,650	-156,177	10.6%	19,026	6,421
CUSTOMER SALES	974	974	1,849,500	-1,848,526	0.1%	-1,503	12,440
OTHER REVENUE	73,404	73,404	291,263	-217,859	25.2%	100,348	85,089
CAPITAL CONTRIBUTIONS	3,380	3,380	53,130	-49,750	6.4%	2,530	5,508
TOTAL REVENUES	**96,230**	**96,230**	**2,368,543**	**-2,272,313**	**4.1%**	**120,401**	**109,458**
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	3,055	3,055	77,000	-73,945	4.0%	815	1,818
TOTAL SOURCE OF SUPPLY - MAINTENANCE	567	567	14,015	-13,448	4.0%	1,512	1,013
TOTAL PUMPING EXPENSE - OPERATION	747	747	81,600	-80,853	0.9%	369	521
TOTAL PUMPING EXPENSE - MAINTENANCE	783	783	117,600	-116,817	0.7%	1,943	733
TOTAL WATER TREATMENT - OPERATION	8,371	8,371	110,200	-101,829	7.6%	2,003	5,036
TOTAL WATER TREATMENT - MAINTENANCE	7,668	7,668	152,200	-144,532	5.0%	1,986	5,107
TOTAL TRANS. & DISTRIBUTION - OPERATION	4,818	4,818	92,600	-87,782	5.2%	1,109	2,495
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	15,630	15,630	281,550	-265,920	5.6%	7,477	13,036
TOTAL CUSTOMER ACCOUNTS	5,984	5,984	83,350	-77,366	7.2%	4,152	5,889
TOTAL ADMIN & GENERAL OPERATIONS	58,246	58,246	544,375	-486,129	10.7%	33,767	36,299
TOTAL OTHER EXPENSES	0	0	251,000	-251,000	0.0%	23,500	24,900
TOTAL OPERATION & MAINTENANCE EXPENSES	**105,869**	**105,869**	**1,805,490**	**-1,699,621**	**5.9%**	**78,633**	**96,847**
REVENUES OVER O&M EXPENSES	**-9,639**	**-9,639**	**563,053**	**-572,692**		**41,768**	**12,611**
TOTAL CAPITAL OUTLAY	-148,421	-2,209	857,600	-859,809	-0.3%	-730	3,192
REVENUES OVER TOTAL EXPENSES	**138,782**	**-7,430**	**-294,547**	**287,117**		**42,499**	**9,419**
TOTAL CASH TRANSFERS	-1,033,637	18,473	-57,512	75,985	-32.1%	373,660	78,700
NET CHANGE IN CASH BALANCE	**1,172,419**	**-25,903**	**-237,035**	**211,132**		**-331,162**	**-69,281**

FUND CASH AND INVESTMENT SUMMARY	Opening Balance	Period Activity	Ending Balance
Water Utility Fund Cash	92,469	377,508	469,977
LGIP #1 - Capital Project Fund	0	2,492,464	2,492,464
LGIP #2 - Impact Fee Fund	0	1,214,468	1,214,468
LGIP #3 - Equipment Replacement Fund	0	873,340	873,340
LGIP #4 - Water Operating Reserves Fund	392,864	-391,394	1,470
TOTAL WATER FUND CASH AND INVESTMENT	**485,333**	**4,566,386**	**5,051,718**

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

Payments approved at 1/20/2025 UC meeting

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
61					
PTS CONTRACTORS INC					
PROJ 0781501	01/08/2025	BFLS FM PROJECT-PAY APP #2	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	307,670.24
Total PTS CONTRACTORS INC:					307,670.24
R.N.O.W. INC					
2025-73673	01/23/2025	JET VAC PUMP REPLACEMENT	61-00-00-18500	MACHINERY & EQUIPMENT	25,000.00
Total R.N.O.W. INC:					25,000.00
CIVIC SYSTEMS LLC					
INV-01960	01/01/2025	SEMI ANNUAL SUPPORT JAN-J	61-00-00-52660	OUTSIDE SERVICES EMPLOYED	2,580.25
Total CIVIC SYSTEMS LLC:					2,580.25
Total 61:					335,250.49
62					
CORE & MAIN LP					
W320650	02/07/2025	IPERL METERS 3/4S, 5/8S	62-00-00-34600	METERS	15,029.19
W320650	02/07/2025	IPERL METERS 3/4S, 5/8S	62-00-00-67600	MAINT OF METERS	360.00
Total CORE & MAIN LP:					15,389.19
CIVIC SYSTEMS LLC					
INV-01960	01/01/2025	SEMI ANNUAL SUPPORT JAN-J	62-00-00-92300	OUTSIDE SERVICES EMPLOYED	2,580.25
Total CIVIC SYSTEMS LLC:					2,580.25
CLEAN WATER ENGINEERING LLC					
1085	02/12/2025	JANUARY CCC SURVEYS	62-00-00-92300	OUTSIDE SERVICES EMPLOYED	7,920.00
Total CLEAN WATER ENGINEERING LLC:					7,920.00
Total 62:					25,889.44
Grand Totals:					361,139.93

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount

Dated: _____

Mayor: _____

City Council: _____

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_____

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_____

City Recorder: _____

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

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62","01000013105"

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
01					
CONSIDINE, LENA					
CONSIDINE02	02/01/2025	OVERPYMT ON CLOSED ACCT	01-00-00-13105	UTILITY CASH CLEARING	152.34
Total CONSIDINE, LENA:					152.34
DOYLE, ANGELINE					
DOYLE020120	02/01/2025	OVERPYMT ON CLOSED ACCT	01-00-00-13105	UTILITY CASH CLEARING	57.49
Total DOYLE, ANGELINE:					57.49
OLSON, RICHARD AND SUZANNE					
01302025	01/23/2025	OVERPAYMENT ON CLOSED A	01-00-00-13105	UTILITY CASH CLEARING	54.58
Total OLSON, RICHARD AND SUZANNE:					54.58
Total 01:					264.41
61					
MSA PROFESSIONAL SERVICES INC					
013072	02/07/2025	BFLS FM PROJECT CRS	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	1,845.00
Total MSA PROFESSIONAL SERVICES INC:					1,845.00
PTS CONTRACTORS INC					
PROJ 0781501	01/08/2025	BFLS FM PROJECT-PAY APP #2	61-00-00-10700	CONSTRUCTION WORK IN PROCESS	307,670.24
Total PTS CONTRACTORS INC:		Previously approved by UC 1/20/25			307,670.24
R.N.O.W. INC					
2025-73673	01/23/2025	JET VAC PUMP REPLACEMENT	61-00-00-18500	MACHINERY & EQUIPMENT	25,000.00
Total R.N.O.W. INC:		Previously approved by UC 1/20/25			25,000.00
NORTHERN LAKE SERVICE INC					
2500571	01/14/2025	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	317.91
2500986	01/21/2025	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	317.91
2501014	01/21/2025	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	317.91
2501536	01/30/2025	WEEKLY NITROGEN TESTING	61-00-00-52100	LABORATORY SERVICES	317.91
Total NORTHERN LAKE SERVICE INC:					1,271.64
WE ENERGIES					
5323597763	01/13/2025	HASKINS ST DEWATERING BLD	61-00-00-52500	UTILITY-GAS-PLANT	342.88
5324212278	01/13/2025	HASKINS ST WWTF-SEWER PL	61-00-00-52500	UTILITY-GAS-PLANT	748.87
5324441412	01/13/2025	HASKINS ST WEST BLDG-STOR	61-00-00-52500	UTILITY-GAS-PLANT	304.15
5323337471	01/13/2025	EDGEWOOD DR LIFT STN	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	13.70
5325761573	01/14/2025	LAGRANGE DR LIFT STN	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	20.93
5332063231	01/20/2025	BIG FOOT LIFT STATION	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	11.32
5357293325	02/07/2025	EDGEWOOD DR LIFT STN	61-00-00-52505	UTILITY-GAS-COLLECTION SYSTEM	10.54

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
Total WE ENERGIES:					1,452.39
CIVIC SYSTEMS LLC					
INV-01960	01/01/2025	SEMI ANNUAL SUPPORT JAN-J	61-00-00-52660	OUTSIDE SERVICES EMPLOYED	2,580.25
Total CIVIC SYSTEMS LLC:					2,580.25
VELOCITY					
2024194	12/31/2024	O365/SETINELONE/CLOUD BU-	61-00-00-53050	COMPUTER EXPENSE	168.25
2024195	12/31/2024	IT SUPPORT SVCS-12/19/24	61-00-00-53050	COMPUTER EXPENSE	142.50
2025010	01/13/2025	O365/SENTINELONE/CLOUD BU	61-00-00-53050	COMPUTER EXPENSE	168.25
Total VELOCITY:					479.00
WI DEPT OF ADMINISTRATION					
505-00000983	01/10/2025	12/24 IRONPORT FEE	61-00-00-53050	COMPUTER EXPENSE	3.06
Total WI DEPT OF ADMINISTRATION:					3.06
CHARTER COMMUNICATIONS					
152473801012	01/21/2025	INTERNET SVCS FEB 2025	61-00-00-53100	OFFICE SUPPLIES EXPENSE	119.98
Total CHARTER COMMUNICATIONS:					119.98
MARTIN GROUP					
1314661	01/20/2025	KONICA 1/20/25-2/19/25	61-00-00-53100	OFFICE SUPPLIES EXPENSE	198.04
Total MARTIN GROUP:					198.04
SCHWAAB INC					
4696805	01/19/2025	ADDRESS STAMPER	61-00-00-53100	OFFICE SUPPLIES EXPENSE	21.00
Total SCHWAAB INC:					21.00
AT&T					
262248865601	01/13/2025	MONTHLY CHARGES JAN13-FE	61-00-00-53110	TELEPHONE EXPENSE	117.99
Total AT&T:					117.99
FNBO					
5589-DEC2024	01/03/2025	PHONE SVC-DEC 23-24 TO 01/2	61-00-00-53110	TELEPHONE EXPENSE	134.19
5589-JAN 2025	02/03/2025	PHONE SVC-FEB 2025	61-00-00-53110	TELEPHONE EXPENSE	134.26
Total FNBO:					268.45
US CELLULAR					
0702042248	01/04/2025	MONTHLY PHONE SVC-1/4/25-2/	61-00-00-53110	TELEPHONE EXPENSE	139.10
Total US CELLULAR:					139.10
US POST OFFICE					
PD95002-000	01/30/2025	PAYMENT ON A/C 270534	61-00-00-53120	POSTAGE	20.00
PERMIT-103	01/30/2025	2025 BULK MAIL PERMIT 103	61-00-00-53120	POSTAGE	1,500.00
Total US POST OFFICE:					1,520.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
BAUMAN, KEN				
REIMB-FEB 20	02/03/2025	MILEAGE-MWAA	61-00-00-53300 TRAVEL & MILEAGE EXPENSE	36.40
REIMB-FEB 20	02/03/2025	MWAA-CEU	61-00-00-53320 CONFERENCES & SCHOOL	70.00
Total BAUMAN, KEN:				106.40
WELDERS SUPPLY CO				
3160413	01/31/2025	SHOP TORCH BAS RENTAL CO	61-00-00-53500 OPERATIONS TOOLS & EQUIP	66.00
Total WELDERS SUPPLY CO:				66.00
VERIZON				
626000063296	02/03/2025	VEHICLE TRACKING-FEB 2025	61-00-00-53520 OPERATIONS-VEHICLES	91.75
Total VERIZON:				91.75
FNBO				
5589-JAN 2025	02/03/2025	EMPL XMAS PARTY	61-00-00-53990 MISCELLANEOUS EXPENSE	42.00
Total FNBO:				42.00
NCL OF WISCONSIN				
514421	01/16/2025	LAB SUPPLIES FEE	61-00-00-64000 LABORATORY SUPPLIES	3,637.73
Total NCL OF WISCONSIN:				3,637.73
ELLENA ENGINEERING CONSULTANTS				
2461	02/11/2025	WR CULVERT CRS	61-00-00-92300 OUTSIDE SERVICES EMPLOYED	1,250.00
Total ELLENA ENGINEERING CONSULTANTS:				1,250.00
SECURIAN FINANCIAL GROUP INC				
LIFE-FEB 2025	01/20/2025	FEB LIFE 2025	61-00-00-92630 LIFE INSURANCE EXPENSE	11.76
Total SECURIAN FINANCIAL GROUP INC:				11.76
PFI FASHIONS INC				
114822	01/20/2025	2025 UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	996.57
114832	01/23/2025	TRUCKER CAP-6	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	93.18
Total PFI FASHIONS INC:				1,089.75
DUNN LUMBER				
1948888	02/07/2025	SIMPLE GREEN REFILL	61-00-00-93500 MAINT-LAB BLDG	11.99
Total DUNN LUMBER:				11.99
CORE & MAIN LP				
W264003	01/23/2025	HEADWORKS BLD PLUMBING-	61-00-00-93501 MAINT-HEADWORKS BLDG	3,085.00
Total CORE & MAIN LP:				3,085.00
DUNN LUMBER				
1949475	02/10/2025	GARDEN HOSE VACCUUM BRE	61-00-00-93501 MAINT-HEADWORKS BLDG	27.98
1949475	02/10/2025	GARDEN HOSE VACCUUM BRE	61-00-00-93503 MAINT-PROCESS BLDG	27.98

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total DUNN LUMBER:				55.96
HOME DEPOT CREDIT SERVICES				
2521174	01/09/2025	PVC CEMENT/TEE, PRIMER	61-00-00-93503 MAINT-PROCESS BLDG	30.27
2521174	01/09/2025	SHELF BRACKETS, SCREWS	61-00-00-93506 MAINT-VEHICLE STORAGE BLDGS	67.89
Total HOME DEPOT CREDIT SERVICES:				98.16
DUNN LUMBER				
1950430	02/11/2025	GARAGE DOOR BUTTON REPL	61-00-00-93507 MAINT-DEWATERING-B/PRESS BLDG	6.99
Total DUNN LUMBER:				6.99
HOME DEPOT CREDIT SERVICES				
2020672	01/09/2025	CRIMP RINGS, PIPE HGR, WAS	61-00-00-93507 MAINT-DEWATERING-B/PRESS BLDG	98.46
Total HOME DEPOT CREDIT SERVICES:				98.46
DUNN LUMBER				
1936936	01/20/2025	HEADWORKS EQUIP. NEW HOS	61-00-00-93601 MAINT-HEADWORKS EQUIP	17.84
Total DUNN LUMBER:				17.84
FNBO				
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93602 MAINT-DIGESTERS EQUIP	500.00
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93603 MAINT-PROCESS EQUIP	1,000.00
Total FNBO:				1,500.00
USA BLUEBOOK				
INV00604945	01/27/2025	PROCESS BAR-SCREEN BRUS	61-00-00-93603 MAINT-PROCESS EQUIP	57.62
Total USA BLUEBOOK:				57.62
FNBO				
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93604 MAINT-EFFLUENT EQUIP	1,000.00
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93607 MAINT-DEWATERING-B/PRESS EQUIP	1,000.00
Total FNBO:				2,000.00
BEARINGS INC SOUTH				
607601	01/24/2025	CAMEL WATER PUMP INSTALLA	61-00-00-93700 MAINT-VEHICLES & EQUIP	37.58
Total BEARINGS INC SOUTH:				37.58
FNBO				
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93700 MAINT-VEHICLES & EQUIP	500.00
Total FNBO:				500.00
ITU ABSORBTECH INC				
8480004	01/31/2025	SHOP RAGS	61-00-00-93700 MAINT-VEHICLES & EQUIP	33.58
Total ITU ABSORBTECH INC:				33.58

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
USA BLUEBOOK				
SCN269847	01/30/2025	FIRE HOSE ADAPTERS RETUR	61-00-00-93700 MAINT-VEHICLES & EQUIP	58.50-
Total USA BLUEBOOK:				58.50-
CITY ELECTRIC SUPPLY-MA				
LKG/102616	01/28/2025	C.H.L.S MAINT MAIN POWER F	61-00-00-93800 MAINT-LIFT STATIONS	25.04
Total CITY ELECTRIC SUPPLY-MA:				25.04
FNBO				
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93800 MAINT-LIFT STATIONS	199.99
Total FNBO:				199.99
DIGGERS HOTLINE				
250 1 39101 P	01/20/2025	JAN 2025 PREPAYMENT	61-00-00-93810 MAINT-MAINS	1,089.13
Total DIGGERS HOTLINE:				1,089.13
FNBO				
5589-DEC2024	01/03/2025	HOT WATER PRESSURE WASH	61-00-00-93850 MAINT-OXIDATION DITCH	500.00
Total FNBO:				500.00
Total 61:				358,240.37
62				
PETTY CASH				
PC01152025	01/15/2025	PEEL AND STICK PAINT SAMPL	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	22.16
Total PETTY CASH:				22.16
CORE & MAIN LP				
W320650	02/07/2025	IPERL METERS 3/4S, 5/8S	62-00-00-34600 METERS	15,029.19
Total CORE & MAIN LP:				15,029.19
WE ENERGIES				
5323188503	01/13/2025	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	138.35
5324095381	01/13/2025	WAVERLY ST WELLHOUSE #4	62-00-00-60300 MISC EXPENSES & UTILITY	87.14
Total WE ENERGIES:				225.49
HOME DEPOT CREDIT SERVICES				
9566358	01/22/2025	HOT SURFACE IGNITOR	62-00-00-61100 STRUCTURE & IMPRVMT	86.48
3022532	01/28/2025	123 2PK	62-00-00-61400 WELLS MAINTENANCE	14.87
3310686	01/28/2025	DISCONNECTS, THERMOSTAT	62-00-00-61400 WELLS MAINTENANCE	35.32
Total HOME DEPOT CREDIT SERVICES:				136.67
USA BLUEBOOK				
INV00616184	02/06/2025	CHEM PUMP REPL PARTS	62-00-00-61400 WELLS MAINTENANCE	461.09
INV00616426	02/06/2025	WELLHOUSE PLUMBING	62-00-00-61400 WELLS MAINTENANCE	21.81
Total USA BLUEBOOK:				482.90

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WE ENERGIES				
5322850346	01/13/2025	CENTER ST BOOSTER STN	62-00-00-62300 PUMPING POWER PURCHASED	72.26
5323296121	01/13/2025	WATER DEPT MAIN BLDG	62-00-00-62300 PUMPING POWER PURCHASED	992.47
Total WE ENERGIES:				1,064.73
HOME DEPOT CREDIT SERVICES				
22876	01/31/2025	STRUT CHANNEL-2	62-00-00-63300 MAINT PUMPING EQUIP	72.62
Total HOME DEPOT CREDIT SERVICES:				72.62
NORTHERN LAKE SERVICE INC				
2502136	02/11/2025	Q1 VOC SAMPLING	62-00-00-64200 LABOR & EXPENSES (LAB)	81.20
Total NORTHERN LAKE SERVICE INC:				81.20
WI STATE LABORATORY OF HYGIENE				
799347	01/31/2025	FLOURIDE SAMPLING-JAN 2025	62-00-00-64200 LABOR & EXPENSES (LAB)	31.00
Total WI STATE LABORATORY OF HYGIENE:				31.00
HOME DEPOT CREDIT SERVICES				
161485	01/31/2025	WIRE MARKER BOOK	62-00-00-64300 MISC EXPENSE	13.48
Total HOME DEPOT CREDIT SERVICES:				13.48
WISCONSIN EMERGENCY MGMT				
247713	01/31/2025	ANNUAL WHOPRS TIER II EME	62-00-00-64300 MISC EXPENSE	275.00
Total WISCONSIN EMERGENCY MGMT:				275.00
CORE & MAIN LP				
W357896	02/07/2025	DEWATERING BAGS	62-00-00-65100 PLANT MAINTENANCE	226.66
Total CORE & MAIN LP:				226.66
PECK & WEIS HEATING & COOLING				
I-67865-2	02/10/2025	HEATER MOTOR-PLANT B CHE	62-00-00-65100 PLANT MAINTENANCE	593.67
Total PECK & WEIS HEATING & COOLING:				593.67
PETTY CASH				
PC01152025	01/15/2025	DECALS FOR SERVICE TICKET	62-00-00-66300 METER EXPENSE	24.00
Total PETTY CASH:				24.00
DUNN LUMBER				
1934263	01/15/2025	DRILL BIT	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	13.99
1950826	02/12/2025	SPEED SQUARE TOOLS	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	25.99
Total DUNN LUMBER:				39.98
HOME DEPOT CREDIT SERVICES				
1012827	01/10/2025	RATCHETING HAND, SILICONE	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	35.92
9021952	01/22/2025	DUST BAG FILTER	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	22.97

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total HOME DEPOT CREDIT SERVICES:				58.89
DIGGERS HOTLINE				
250 1 39101 P	01/20/2025	JAN 2025 PREPAYMENT	62-00-00-67300 MAINT OF MAINS & VALVES	544.57
Total DIGGERS HOTLINE:				544.57
DOWN TO EARTH CONTRACTORS INC				
8527	01/20/2025	MAIN BREAK ELM ST	62-00-00-67300 MAINT OF MAINS & VALVES	4,729.00
Total DOWN TO EARTH CONTRACTORS INC:				4,729.00
HOME DEPOT CREDIT SERVICES				
2315928	01/29/2025	ORG SAFETY CONE	62-00-00-67300 MAINT OF MAINS & VALVES	74.00
Total HOME DEPOT CREDIT SERVICES:				74.00
PETTY CASH				
PC01152025	01/15/2025	WELLS ST PRINT COPY	62-00-00-67300 MAINT OF MAINS & VALVES	2.00
PC01152025	01/15/2025	SCAN OF WATER/SEWER PLAN	62-00-00-67300 MAINT OF MAINS & VALVES	7.00
Total PETTY CASH:				9.00
DIGGERS HOTLINE				
250 1 39101 P	01/20/2025	JAN 2025 PREPAYMENT	62-00-00-67500 MAINT SERVICES & CURB BOX	544.57
Total DIGGERS HOTLINE:				544.57
HOME DEPOT CREDIT SERVICES				
2315928	01/29/2025	ORG SAFETY CONE	62-00-00-67500 MAINT SERVICES & CURB BOX	74.00
Total HOME DEPOT CREDIT SERVICES:				74.00
CORE & MAIN LP				
W320650	02/07/2025	IPERL METERS 3/4S, 5/8S	62-00-00-67600 MAINT OF METERS	360.00
W345520	01/31/2025	OMNI LARGE METER REPLACE	62-00-00-67600 MAINT OF METERS	3,894.75
Total CORE & MAIN LP:				4,254.75
DUNN LUMBER				
1938211	01/22/2025	CAULK,ADAPTER METER VAN	62-00-00-67600 MAINT OF METERS	16.37
Total DUNN LUMBER:				16.37
HOME DEPOT CREDIT SERVICES				
7022097	01/24/2025	THERMOSTAT WIRE	62-00-00-67800 MAINT FOUNTAINS & MISC PLANT	91.27
Total HOME DEPOT CREDIT SERVICES:				91.27
PFI FASHIONS INC				
114822	01/20/2025	2025 UNIFORMS	62-00-00-90200 METER READING EXPENSE	1,232.57
114832	01/23/2025	TRUCKER CAP-12	62-00-00-90200 METER READING EXPENSE	93.18
Total PFI FASHIONS INC:				1,325.75

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
US POST OFFICE				
PD95002-000	01/30/2025	PAYMENT ON A/C 270534	62-00-00-90300 RECORDS & COLLECTION EXPENSE	20.00
PERMIT-103	01/30/2025	2025 BULK MAIL PERMIT 103	62-00-00-90300 RECORDS & COLLECTION EXPENSE	1,500.00
Total US POST OFFICE:				1,520.00
AT&T				
262248865601	01/13/2025	MONTHLY CHARGES JAN13-FE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	117.98
Total AT&T:				117.98
CHARTER COMMUNICATIONS				
152474701012	01/21/2025	INTERNET SVC FEB 2025	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	119.98
Total CHARTER COMMUNICATIONS:				119.98
FNBO				
5589-DEC2024	01/03/2025	PHONE SVC-DEC 23-24 TO 01/2	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	134.18
5589-JAN 2025	02/03/2025	PHONE SVC-FEB 2025	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	134.27
Total FNBO:				268.45
MARTIN GROUP				
1314661	01/20/2025	KONICA 1/20/25-2/19/25	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	198.03
Total MARTIN GROUP:				198.03
PETTY CASH				
PC01152025	01/15/2025	TOILET ROLL HOLDER-LADIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	10.54
PC01152025	01/15/2025	TOILET BRUSH SPONGE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	18.85
PC01152025	01/15/2025	POSTAGE-MONTHLY WATER S	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	5.50
PC01152025	01/15/2025	CLEANING CLOTHS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	7.37
Total PETTY CASH:				42.26
SCHWAAB INC				
4696805	01/19/2025	ADDRESS STAMPER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	21.00
Total SCHWAAB INC:				21.00
US CELLULAR				
0702042248	01/04/2025	MONTHLY PHONE SVC-1/4/25-2/	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	258.33
Total US CELLULAR:				258.33
WI DEPT OF ADMINISTRATION				
505-00000983	01/10/2025	12/24 IRONPORT FEE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	3.05
Total WI DEPT OF ADMINISTRATION:				3.05
CIVIC SYSTEMS LLC				
INV-01960	01/01/2025	SEMI ANNUAL SUPPORT JAN-J	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	2,580.25
Total CIVIC SYSTEMS LLC:				2,580.25
CLEAN WATER ENGINEERING LLC				
1085	02/12/2025	JANUARY CCC SURVEYS	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	7,920.00

Invoice Number	Invoice Date	Description	GL Account and Title		Net Invoice Amount
Total CLEAN WATER ENGINEERING LLC:					7,920.00
ELLENA ENGINEERING CONSULTANTS					
2461	02/11/2025	WR CULVERT CRS	62-00-00-92300	OUTSIDE SERVICES EMPLOYED	1,250.00
Total ELLENA ENGINEERING CONSULTANTS:					1,250.00
SECURIAN FINANCIAL GROUP INC					
LIFE-FEB 2025	01/20/2025	FEB LIFE 2025	62-00-00-92630	LIFE INSURANCE EXPENSE	14.14
Total SECURIAN FINANCIAL GROUP INC:					14.14
CINTAS FIRST AID & SAFETY					
5249331909	01/16/2025	FIRST AID SUPPLIES	62-00-00-93000	MISCELLANEOUS GENERAL EXP	104.39
Total CINTAS FIRST AID & SAFETY:					104.39
FNBO					
5589-JAN 2025	02/03/2025	EMPL XMAS PARTY	62-00-00-93000	MISCELLANEOUS GENERAL EXP	42.00
Total FNBO:					42.00
CINTAS FIRE PROTECTION					
0F36697677	01/16/2025	FIRE EXTINGUISHER ANNUAL I	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	1,103.30
Total CINTAS FIRE PROTECTION:					1,103.30
HOME DEPOT CREDIT SERVICES					
2012775	01/09/2025	DEMO DEMON, SCREWS, PLYW	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	45.43
4934499	01/07/2025	SHELF BRACKET	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	25.94
5020324	01/06/2025	CNTR SINK SET, DOOR BELL, M	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	63.04
6013553	02/04/2025	UTILITY RUNNERS, TORPEDO L	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	89.91
7013537	02/03/2025	CABLE TIES, CONE NUTS, DYN	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	43.18
7022097	01/24/2025	FILTERS, STEMS	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	43.16
Total HOME DEPOT CREDIT SERVICES:					310.66
VELOCITY					
2024194	12/31/2024	O365/SETINELONE/CLOUD BU-	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	168.25
2024195	12/31/2024	IT SUPPORT SVCS-12/19/24	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	142.50
2025010	01/13/2025	O365/SENTINELONE/CLOUD BU	62-00-00-93200	MAINTENANCE OF GENERAL PLANT	168.25
Total VELOCITY:					479.00
ADVANCE AUTO PARTS					
719350214946	01/21/2025	BATTERY REPLACEMENT TRAI	62-00-00-93300	TRANSPORTATION EXPENSE	150.34
719350225239	01/22/2025	BATTERY REPLACEMENT MET	62-00-00-93300	TRANSPORTATION EXPENSE	171.33
719350352137	02/04/2025	TRUCK #45 BRAKE PADS/ ROT	62-00-00-93300	TRANSPORTATION EXPENSE	158.21
Total ADVANCE AUTO PARTS:					479.88
DEL'S SERVICE					
10140	02/06/2025	TIRE REPAIR	62-00-00-93300	TRANSPORTATION EXPENSE	15.00
Total DEL'S SERVICE:					15.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
HOME DEPOT CREDIT SERVICES				
3022532	01/28/2025	RAIN-X	62-00-00-93300 TRANSPORTATION EXPENSE	3.97
Total HOME DEPOT CREDIT SERVICES:				3.97
VERIZON				
626000063296	02/03/2025	VEHICLE TRACKING-FEB 2025	62-00-00-93300 TRANSPORTATION EXPENSE	91.75
Total VERIZON:				91.75
Total 62:				46,984.34
Grand Totals:				405,489.12

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","01000013105"

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: February 2025 Director's Report

OPERATIONS UPDATE

WATER OPERATIONS

The Utility responded to a main break on 1/25/2025 near Miller Rd. and Timber Ln. Crews were mobilized and repairs were completed the same day. Final restoration will be completed in the spring, along with any other repairs made this season.

The White River Culvert Project got underway on 2/10/25 before being hampered by weather, but it is expected to continue over at least the next week.

All 1st quarter monitoring requirements have been completed, including the follow up VOC sampling that was added as a result of the 2024 exceedance. Updates to the sampling will be provided as they are available.

As part of the White River iron remediation work, a low-impact discharge permit was submitted to the DNR, which is pending approval, to discharge the pumped river water to groundwater (land application). After the hopeful approval, staff will resume work to remove the iron sediment.

WASTEWATER OPERATIONS

Staff will host our representative DNR engineer for a plant tour on 2/18/25.

The pump replacement for the jet truck was completed and returned to service in late January.

Numerous proposals for upcoming work are being developed, and we expect both the jet truck replacement and CCTV proposals to be presented in the next two months.

OFFICE & ADMINISTRATION

The 4th quarter collections are underway, and disconnections have been mailed for 2/18/25.

Staff from all departments continue to work on year-end reports, inventory, policy updates, and the audit. Field work for the audit is scheduled to begin on 3/31/25.

Annual employee reviews have been drafted and will be finalized with staff by the end of the month.

10. VFD 1A REPLACEMENT - WTP

On January 29th the Water Utility experienced a catastrophic failure of the variable frequency drive that controls pump 1A. Fortunately, staff were on shift and responded immediately, extinguished a small fire, and were able to remove the unit from the building. Quotes for a direct replacement have since been obtained from the representative vendor (copy in packet). The VFD was not budgeted for replacement in 2025, so financing for the purchase is recommended to come from the Water Utility's Equipment Replacement Fund.

Action is recommended to approve the quote from LW Allen for the purchase of a replacement VFD at the water treatment plant.

11. SCOPE OF SERVICES – DIXON ENGINEERING – CENTER ST. TOWER PAINTING PROJECT

The 2025 Water Utility budget included funding for the (re)coating of the Center St. Tower. As part of the project, staff requested a scope for services to be provided by Dixon Engineering (copy in packet). The requested work proposes administrative work for the preparation of project documents, bidding of the project, and coordination of temporary carrier relocation, along with inspections of anticipated welding work, coating work, and carrier reinstallation on the tower after construction.

Action is recommended to approve the professional services agreement with Dixon Engineering for the proposed work as part of the Center Street Tower Painting Project.

12. SCUM PUMP #2 REPLACEMENT - WWTP

The 2025 Wastewater Utility budget allocated $15,000 for the replacement of the subject pump. Staff obtained a quote for a direct replacement of the existing unit from the representative supplier (copy in packet), which is less than the budgeting funding.

Action is recommended to approve the quote from Mulcahy Shaw Water, Inc. for the purchase of a replacement scum pump at the wastewater treatment plant.

13. TELEVISING CAMERA REPLACEMENT

The 2025 Wastewater Utility budget allocated $40,000 to replace the existing televising camera. As part of the budget preparation, staff demoed several different camera systems, ultimately recommending the quoted Insight Iris Mainline Crawler system (copy in packet). The unit is recommended due to its economy while still providing several features of some of the six-figure units that were reviewed.

Action is recommended to approve the quote from RNOW, Inc. for the purchase of a replacement televising camera for the Wastewater Utility.

14. UTILITY COMMISSION COPIER REPLACEMENT

A separate memo has been prepared for this agenda, which is included in packets for Commission review.

Action is recommended to approve the quote from Martin Group for the purchase of a replacement copier for the Utility Office.

ALTRONEX CONTROL SYSTEMS

PROPOSAL

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

Name	Customer	Proposal#	Due/Bid Date
Lake Geneva, WI - WTP Plant A Booster Pump 1A VFD Replacement 2025	Lake Geneva, WI - WTP	20250757	2/5/2025, 12:00 PM

Scope

The existing ABB VFD for the Water Treatment Plant A Booster Pump 1A has failed and needs replacement. The existing VFD is an ABB ACS880 VFD. While the ACS880 VFD is available, the City would like to get an ABB ACQ580 VFD due to the better price point.

Plant A Booster Pump 1A VFD Replacement

- Remove existing ABB ACS880 VFD
- Provide ABB ACS580 VFD
    - ACQ580-01-124A-4
        - 100 HP Variable Torque, 124 Amp Output
        - 480V
        - Nema 1
        - Frame 6
- City electrician to install the VFD and run conduit and field wire
- Altronex Control Systems will perform startup and configure the VFD

Altronex Control Systems Professional Services

- Engineering and Design
- Startup and Commissioning
- Training
- 1 Year Warranty

Items specifically not included in this proposal

1. Sales or use tax
2. Liquidated Damages of any kind
3. Performance, payment, or equipment bond of any kind
4. Permits or Bonding

Proposal Amount $ 11,367.00 USD
Freight Terms: FOB Origin, Freight Prepaid

Respectfully submitted by,

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

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

Signature	Name Print/Type	Official Position	Date

Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIXON ENGINEERING, INC.

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **Lake Geneva Utility Commission, Wisconsin** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract and Bidding Documents, Project Administration, Bid Opening, Pre-Construction Meeting, Weld Observations, Wet Interior, Exterior, & Dry Interior Coating Observations, (1) One Year ROV Warranty Observation, Antenna Coordination for the 200,000 Gallon Spheroid (Center Street)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **$83,000.**

Proposals / Agreement Signatures

Kayla Mulcahy, Project Manager	February 10, 2025
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Josh Gajewski	Designated Person: Kayla Mulcahy
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
Lake Geneva Utility Commission	Dixon Engineering, Inc.
361 W. Main Street	4811 S. 76th St., Suite 109
Lake Geneva, WI	Greenfield, WI 53220
Email: jgajewski@lgutilities.org	Email: kaylamulcahy@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Antenna Services: EXHIBIT B
   1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
   2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
   3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   4. EXHIBIT C, Attachments C-1, and C-2.
   5. EXHIBIT E, Electronic Documents Protocol (EDP).
   6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:

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After modification, per license, this Agreement is not an EJCDC Document.

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON 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.

B. Unless expressly provided otherwise in this Agreement:
   1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
   2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

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After modification, per license, this Agreement is not an EJCDC Document.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. Providing logo drawings or models for Owner.
   8. Visit the Site as needed to finalize the Design Phase documents.
   9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
   11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
   a. Section 00 00 00 Notice to Bidders.
   b. Section 00 24 00 Project Summary.
   c. Section 00 21 13 Instructions to Bidders.
   d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
   e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
   f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
   g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities
   1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
   2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
   3. Attend and participate in the pre-bid conference if any.
      Provide a place for the bid opening and open the Bids received.
   4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
   5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.04 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
      d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
   4. Hold Point Weld/Modifications- Observe, Record, Report, and:

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a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).

5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
   a. Review abrasive and coating materials for approved manufactures.
   b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
   d. Review coating mixing, thinning, and manufacturer's application requirements.
   e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
   f. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   b. Collect spent abrasive for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Prime coat prior to application of the next coat.
   e. Intermediate coat prior to application of the stripe or topcoat.
   f. Stripe coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
   h. Observe wet interior using high/low voltage holiday detection.
   i. Seam sealer for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Abrasive blast cleaning prior to primer application.
   d. Prime coat prior to application of the epoxy intermediate coat.
   e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   f. Urethane intermediate coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
   h. Check foundations coating for compliance with specifications.
   i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. LPWC for thoroughness and compliance with specifications.
   b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Spot prime coat prior to application of the intermediate coat.
   e. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
9. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.

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b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
c. Complete observation of immediate neighbors from air for any possible roof damage.
d. Observe the installation of screens, light bulbs, etc.
e. Observe Site for restoration to pre-project conditions.
f. Formulate a punch list of items to complete.
g. Create a second punch list if needed before finalization.
h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.05 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation – ROV
a. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
b. Review all repairs completed during Construction Phase.
c. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
d. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.3

D. Post Construction Phase – RPR Services
1. Detailed above if repairs are needed.

E. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - ROV Observation:
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

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ANTENNAS ON TOWERS

B1.00 General

Almost all towers have some antennas, even if it is only a small SCADA antenna, local 911, meter reading, or internet antennas. If work is to be completed around these antennas, they need to be protected or temporarily removed, and worker safety from exposure to energized antennas needs to be top priority. Decisions and directives need to be issued early in the Evaluation Phase. If the antennas must be removed, modifications should be completed in the repair (welding stage of Construction, prior to the coating stage). Removal of antennas, cables, and associated equipment may require notification and lead time of six months or more because of contractual obligations (between Owner and Carrier). Scheduling removal and other Work can be completed by DIXON or Owner. To ensure timely removals, written commitment from the Carrier as to schedule is required.

DIXON shall provide Antenna Contract Administration (Basic Service) and field observation (RPF Services) as delegated below, if Owner is completing the service – responsibility is to be defined for each item below.

B1.01 Phase 1 - Evaluation Phase

A. Review of the existing cellular Carriers (T-Mobile, U.S. Cellular, Geneva Online, and WGTD Radio) installations. Review to better configure layout and/or upgrade equipment on the tank. This review includes:
    1. Review as built drawings for the existing antenna installations on the tank.
    2. A visit to the site to climb the tank to obtain measurements and photographs.
    3. Provide a report with photographs to the Owner summarizing the antenna related equipment located on the tank.
B. Review existing leases and determine length of notification required for removal, if applicable. DIXON to generate removal during painting notice letters/emails to Carriers.

B1.02 Phase 2 - Design and Technical Specification

A. DIXON will schedule, attend, and preside over a meeting with the Owner and Carriers. The purpose of the meeting is to coordinate the removal and or protection of the cellular equipment at the project site before the rehabilitation/painting project starts.

B1.03 Phase 4 - Construction

A. Assist the Owner and Carriers on an as-needed basis to determine the best method for temporarily removing equipment and to determine the best location for the temporary cell towers. Assist the Owner on an as-needed basis to ensure the Carriers' equipment is removed or protected in a timely fashion to allow the contractor ample time to complete the rehabilitation/painting project.

B1.04 Phase 5 - Post Construction

A. Review four (4) design modifications/improvements (by others) for reinstallation of Carriers equipment back onto the tank after the rehabilitation/painting project is completed.

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B. Assist the Owner on an as-needed basis in coordinating reinstallation of Carriers antenna equipment back onto the tank after the rehabilitation/painting project is completed.
C. Conduct eight (8) reinstallation observations of the tank once the Carriers equipment has been reinstalled back onto the tank after the rehabilitation/painting project is completed. These observations include a letter report and photographs.

B1.06 Completion

A. Services of Exhibit B are considered complete when antennas are on structure and coating repairs completed unless the Owner/Engineer has outstanding concerns.

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BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

A. Standard Hourly Rate (SHR) Method:
    1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
        a. Overtime rates apply to over 40 hours worked between Monday and Friday.
        b. Overtime rates apply for all hours worked on weekends and holidays.
        c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
    2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
        a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
        b. The estimator then calculates Reimbursable Expenses based on the same criteria.
        c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
    1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
    1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

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2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
B. RPR Services **c**ontractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit C Attachment 1.
B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

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result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
   a. Excessive submittal review,
   b. Excessive evaluations of proposed substitutes,
   c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
   d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
B. Annual Cost Adjustment – January 1 each year.
   1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

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2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
   1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.
   1. Daily RPR Services -8 hours per day plus travel time and mileage.
   2. Full-Time RPR Services:
      a. Minimum workday - 8 hours.
      b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
      c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
      d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.
      e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

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SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Eighty Three Thousand Dollars, $83,000** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			$7,000	Lump Sum
A1.03-Bidding and Contract Documents			$500	Lump Sum
A1.03-Bid Opening Meeting			$1,550	Unit Price
A1.04-Preconstruction Meeting			$1,550	Unit Price
A1.04-Other Defined Basic Services - Project Administration			$5,000	Lump Sum
A1.04-RPR Services Weld	2	$1,250	$2,500	Unit Price
A1.04-RPR Critical Phase Coating	24	$1,200	$28,800	Unit Price
A1.04-Finalization Site Review by PM	1	$1,350	$1,350	Unit Price
A1.05-Warranty Observation			$4,300	Lump Sum
B1.01- Antenna- Evaluation Phase			$4,800	Lump Sum
B1.02- Antenna- Design and Technical Specification			$1,850	Lump Sum
B1.03- Antenna- Construction			$2,400	Standard Hourly Rate
B1.04- Antenna- Post Construction (A)	4	$1,050	$4,200	Unit Price
B1.04- Antenna- Post Construction (B)			$2,400	Standard Hourly Rate
B1.04- Antenna- Post Construction (C)	8	$1,850	$14,800	Unit Price
Total			$83,000	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

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STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$500.00	
Officer/Associate	$210.00	
Project Manager	$195.00-$220.00	$292.00-$330.00
Engineer	$220.00-$260.00	$330.00-$390.00
CWI Welding RPR	$215.00-$240.00	$322.00-$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$148.00-$198.00	$222.00-$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$134.00-$174.00	$201.00-$261.00
DIXON Level 1 or AMPP General Level 1 RPR	$124.00-$154.00	$186.00-$231.00
Contract Support Staff	$154.00-$194.00	$231.00-$291.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$185.00 per diem	$185.00 per diem
Meals	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

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ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

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physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

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SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOCX	Microsoft® Word. docx format.
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

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GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
    1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.

E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
   1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
   2. the safety precautions and programs incident thereto,
   3. or security or safety at the Project site, nor
   4. for any failure of a Constructor's furnishing and performing of its work.
   5. DIXON shall not be responsible for the acts or omissions of any Constructor or
   6. for Constructor's compliance with Laws and Regulations.

G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.

H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.

I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

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proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
   2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
   3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

A. Suspension:
   1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
   4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
   3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Termination for Cause – Task Order:

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1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.

D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.

B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
1. Changes after the Effective Date to Laws and Regulations.
2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.

C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

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GP1.07 Dispute Resolution:

A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
    1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
    2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
    3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
    4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

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INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	$1,000,000
b. Bodily injury by disease, each employee	$1,000,000
c. Bodily injury/disease, aggregate	$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
b. General Aggregate	$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	$5,000,000
b. General Aggregate	$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability:	
a. Each Claim Made	$2,000,000
b. Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

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shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

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BÖRGER®

Boerger LLC - 2860 Water Tower Place - Chanhassen, MN 55317 - USA

Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012-0000

Quote

No.: **31012171**
Date: 08/14/2024

RFQ no.:	FW: Lake Geneva, WI	**Inside Sales Person:**	Chris Beseres
RFQ date:	08/14/2024	**E-mail:**	cbe@boergerllc.com
Customer No.:	100074	**Phone:**	612-435-7332
Contact:		**Code:**	CBEBJJ
Phone:	+1 (262) 241-1199		
Cell phone:			

Pos.	Description	Description	Quantity	Unit Price:	Total Price:
100.0	**71005685**				
	Blueline PL Replacement				

BÖRGER®

Quote

No.: 31012171

Pos.	Description	Description	Quantity	Unit Price:	Total Price:
101.0	**PP1SARCFAAAADCCC16**		1 pcs		

Börger Rotary Lobe Pump PL100
Similar to s/n 22107374 1.1
supplied without flanges
Product series: BLUEline
Version: Classic

Casing:
One-piece Blockcasing
from Grey Cast Iron EN-GJL-250 (GG25)
with easily replaceable axial and radial casing liners
Axial casing protection liners from Hard Metal
Radial casing protection liners from Hard Metal (MIP®)

Rotor geometry:
Tri-lobe, entirely elastomer coated, screw form,
for almost pulsation-free operation
Rotor coating: NBR
Free ball entry D = 40 mm
Displacement: 0,89 l/rev

Shaft seal:
single-acting mechanical seals, type LW
Material code according EN 12756 [DIN 24960]: R1 R1 P D
Seal faces: Duronit V/Duronit V
Dynamic O-rings: NBR
Seal holding bushes: 1.0503
Stationary O-Rings: NBR

PL replacement

Value of goods:	$	13,221.20
Net value:	$	
Tax: (0.00 %):	$	
Total amount:	**$**	**13,221.20**

Quote

No.: 31012171

Invoice address:
Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012

Delivery address:
Mulcahy Shaw Water, Inc
N57 W6316 Center Street
Cedarburg, WI 53012

Terms Of Payment	30 days net
Estimated Delivery:	2 Weeks
Dispatch Type:	Less than Truck Load
Price Valid To:	09/13/2024
Shipping Terms:	FOT Minneapolis

Best regards

Boerger LLC
Chris Beseres
Phone: 612-435-7332
Website: www.boerger.com

Regional Manager:
Bryan Vitala
612-435-7329

Notes:
1. BOERGER, LLC's standard Terms and Conditions apply and are an integral part of this quotation unless specifically noted otherwise in this proposal.
2. Delivery, installation, wiring, field painting, start-up and instructional services are not included unless specifically noted otherwise in this proposal.
3. Anchor bolts, pressure gauges, valves, drainage piping, starters, variable frequency drives and control equipment or any other items are not included unless specifically noted otherwise in this proposal.
4. BOERGER, LLC will review plans and specifications and will offer technical assistance and certified pump drawings for construction. The responsibility for pump station layout, access, seismic calculations including local PE stamp, etc., shall be by others.
5. This proposal is offered as an acceptable pumping system based upon descriptive items listed above. Deviations from the equipment described could result in price adjustment.
6. A BOERGER, LLC field engineer may be provided, as noted above, in a supervisory capacity only. Any and all costs associated with labor, set-up, etc., for the tests are to be by contractor.
7. Credit Card purchases will incur a 3% Processing Fee.

(800)201-7669

8636R W. National Ave
West Allis, WI 53227

IRIS MAINLINE CAMERA

COMPACT & PORTABLE MAINLINE CRAWLER

QUOTE

QUOTATION FOR		
Qty.	Product	Price
	Total	

Customer Contact	
Name	
Address	
City St Zip	
Phone	

Sales Contact

PRODUCT OVERVIEW

An all-in-one mainline sewer inspection system that is compact and portable. Built with a 10” daylight readable touchscreen with the easy-to-use IRIS app running on a Windows™ 10 operating system. The user-friendly motorized power rewind/feed assist cable drum holds 600 feet of premium Kevlar mini-coaxial cable. The motorized crawler features an adjustable height camera head with 360 degree rotation by 180 degree pan, ideal for most common pipe inspection sizes ranging from 6” to 12” diameter (up to 18” with the additional wheel set).

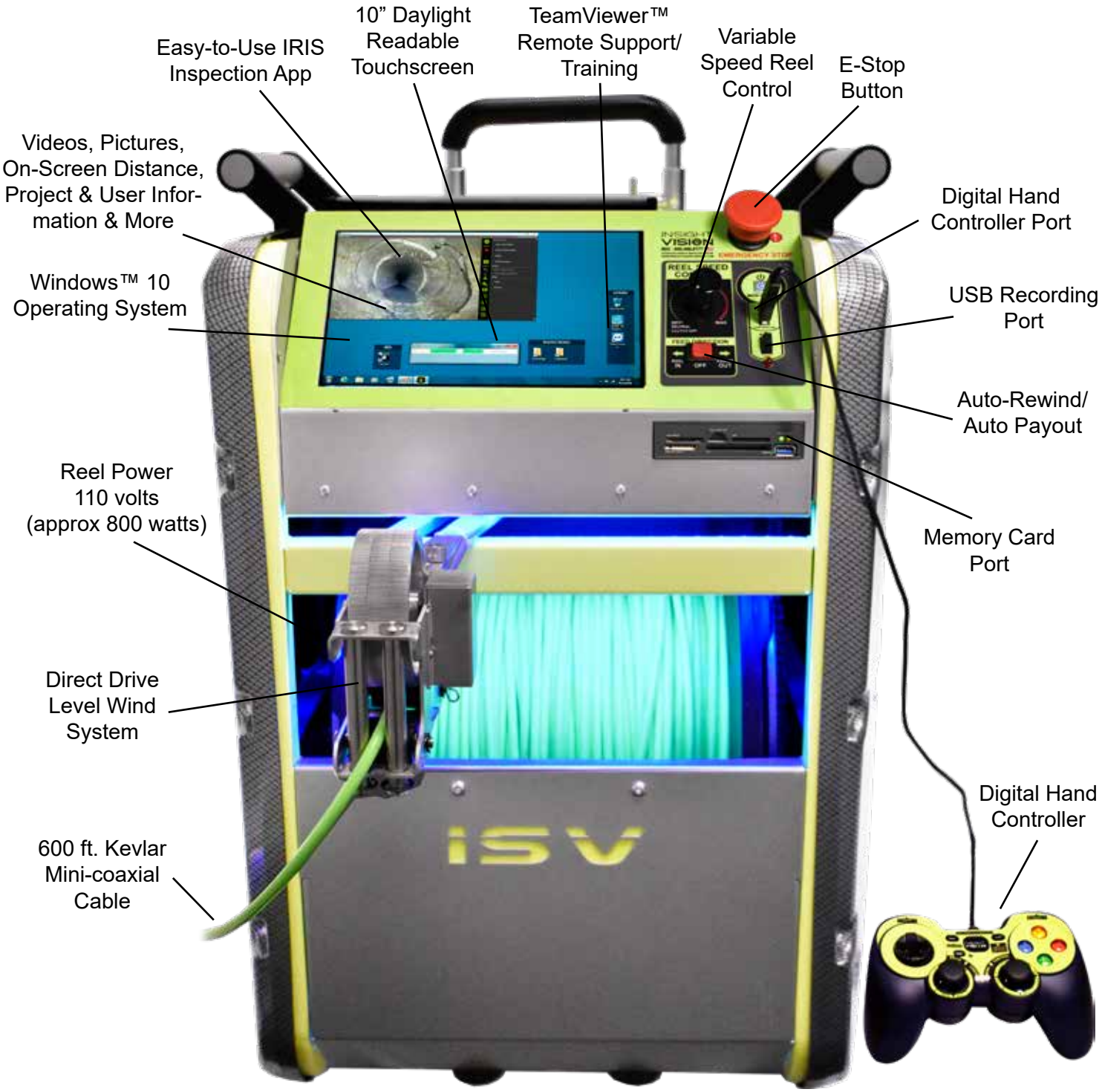
(800)201-7669

8636R W. National Ave
West Allis, WI 53227

IRIS MAINLINE CAMERA

MOTORIZED REEL

IRIS SYSTEM & MOTORIZED REEL



MOTORIZED REEL SPECIFICATIONS		
	Dimensions	29” H x 20” W x 21” D
	Weight	160 lbs.
	Internal Memory	500 GB Solid State

MOTORIZED CRAWLER SPECIFICATIONS		
	Dimensions	3.5” H x 5” W x 19” D
	Weight	35 lbs.
	Drive System	Hardened Helical Drive Gears

(800)201-7669

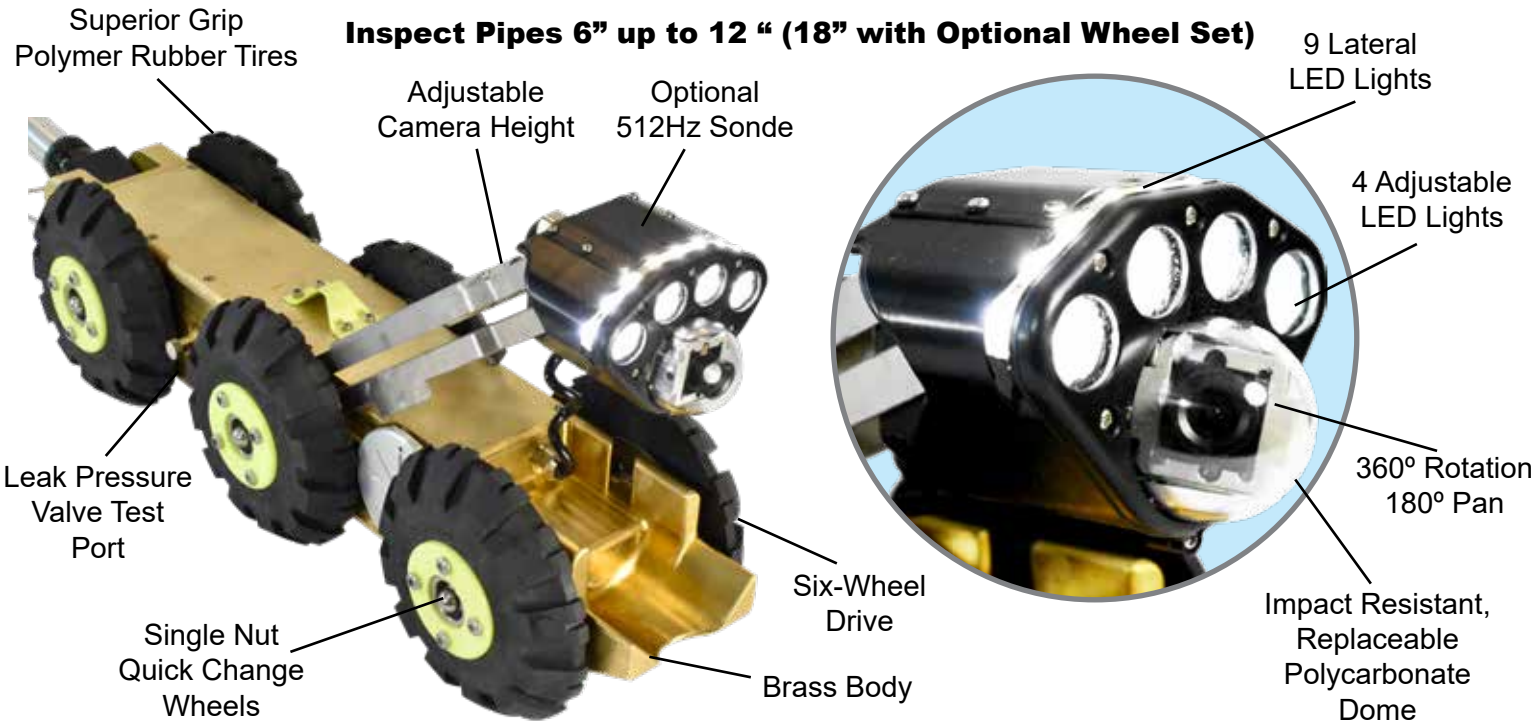
8636R W. National Ave
West Allis, WI 53227

IRIS MAINLINE CAMERA

CRAWLER, CAMERA HEAD, CONTROLLER

IRIS CRAWLER & CAMERA

Inspect Pipes 6” up to 12 “ (18” with Optional Wheel Set)



DIGITAL CAMERA CRAWLER CONTROLLER

(800)201-7669

8636R W. National Ave
West Allis, WI 53227

IRIS MAINLINE CAMERA

COMPACT & PORTABLE MAINLINE CRAWLER

WIFI VIDEO STREAMING APP

Now you can stream wireless video of your inspection on your Android or IOS device up to 100 feet away from the IRIS system. Record video, take snapshots, playback and email your inspections to your customers via the Insight Vision App available on Google Play and Apple stores.

INCLUDED WITH SYSTEM

Crawler/Parts Case

6 Small Wheels
(6 Mid-size attached to crawler)

Rain Cover

Screen Cover

AC Power Cord

USB Drive

Allen Wrench

Sun Shade

ADDITIONAL ACCESSORIES

512Hz Sonde

Pneumatic Tires
(Pipe Sizes 18" & up)

Locator

Carbide Grit Wheels

BUILD YOUR OWN INSPECTION SYSTEM

Power your IRIS with a 1,000 watt generator, put it in a trailer and hook up an HD monitor, keyboard, mouse and microphone/headset to take your inspections to a whole new level (not included).

ADDITIONAL MAINLINE INSPECTION TOOLS

2x 5ft Fiberglass Poles

Crawler Gaffing Hook

Adjustable Top Manhole Roller

Compact Downhole Roller

2" Tiger Tail

QUOTATION

Quote Number: 2025-10961
Quote Date: Jan 13, 2025
Page: 1

R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WI 53147
U.S.A.

Accepted By: _____
Sign above to accept quotation and place order

Customer Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
LAKE GENEVA WI	2/12/25	Net 30 Days	KJW

Quantity	Item	Description	Unit Price	Amount
1.00	INSIGHT 208001	INSIGHT IRIS MAINLINE CRAWLER CAMERA PAN AND TILT, 600' CABLE WITH WINDOWS OPERATING SYSTEM	34,645.00	34,645.00
1.00	INSIGHT 106013	SONDE 512HZ REPLACEMENT	794.00	794.00
1.00	INSIGHT 553008	512HZ LOCATOR W/CASE	1,720.00	1,720.00
4.00	INSIGHT 204004	IRIS PNEUMATIC TIRE KIT (1 TIRE PER ASSY - 4 PER UNIT)	195.00	780.00
6.00	INSIGHT 159003	TIRE RETAINER REV A	34.00	204.00
6.00	INSIGHT 119002	IRIS TRACTOR WHEEL HUB	125.00	750.00

Thank you for the opportunity to quote

SUBMITTED BY _____
Steven D. Krall
President

Subtotal	38,893.00
Sales Tax	
Freight	
TOTAL	**38,893.00**

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

February 17, 2025

To: Lake Geneva Utility Commission

From: Jo Busch, Utilities Coordinator

Subject: Replacement Copier for Utility Office

The current photocopier in our office was purchased in 2016. As a result of the machine aging, the service costs are becoming increasingly more expensive, and we have had to have several parts replaced in the past 12 months. I have received quotes from three companies to either lease or purchase a new machine.

After reviewing the quotes and calculating the cost differential between leasing and purchasing, it is my recommendation that we purchase the Konica Minolta C301i from Martin Group. Martin Group is a local company and our current vendor. We have been very happy with the service we have received from them over the years, and they respond to any issues the same day.

I suggest the cost of the machine be split equally between the water and wastewater funds and the money taken from the Equipment Replacement fund.

Proposed Solution

City of Lake Geneva Utility Commission

February 10, 2025

Proposed For: Jo Busch

Konica Minolta bizhub c301i Color Multifunction System plus DF-714

Photo shows a fully configured system

DEVICE DETAILS

Pages per Minute:	print & copy = 30 pages per min
Document Feeder (cap/ppm):	(opt) 100 sheets / 160 ipm
Scanning:	e-mail, SMB, FTP, User Box, USB, WebDAV, DP
Duplexing:	Standard @ 100% productivity
Paper Sizes:	up to 11x17 or 12x18 printing only
Paper Weights:	52-256 gsm
Standard Paper Capacity:	1,150 sheets (incld 150 sheet bypass)
Maximum Paper Capacity:	6,650 Sheets
Print Controller:	
Eco-Printing:	Energy Star Compliant
Additional Info:	8GB RAM, 256GB HDD (opt) Finishing capabilities: stapling, sorting, saddle-stitching, 2/3 hole-punching, and folding

DEVICE CONGIFURATION

Konica Minolta bizhub c301i Color Multifunction System plus DF-714

PC-216 Paper Feed Cabinet

PWRFILTER W PREMIUM INRUSH 120V/15A

enx magazine ELITE DEALER 2023 enx The Week In IMAGING

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MARTIN GROUP
driven by people™

Service Summary

City of Lake Geneva Utility Commission

Proposed For: Jo Busch

TOTAL PAYMENTS

48 & Service	$285.72
	or
Purchase	$4,211.50
Service	$158.99

A PROUD WINNER KONICA MINOLTA PRO-TECH SERVICE CENTER 2023 SERVICE EXCELLENCE

18 Year KONICA MINOLTA AUTHORIZED PRO-TECH SERVICE CENTER

SERVICE DETAILS

Total Mono Vol	6,000
Mono cpc	$0.007900
Total Color Vol	2,300
Color cpc	$0.050500
Overage Billed	Quarterly

SERVICE PACKAGE

Digital MFP Support Package

Includes: Unlimited service calls; all parts, labor, and all supplies, including toner and waste bottles.

Excludes: Paper, print servers, peripherals, and staples.

DIGITAL MFP SUPPORT PACKAGE

First Year Price: Free

Includes professional network installation, support and maintenance on MFP and peripherals for one year. Also includes PrintFleet Software for automated meter read collection and enhanced service data availability. Our Scope of Work outlines everything we do to assure your satisfaction.

The content of this proposal is confidential and proprietary information and intended for the above named only. The contents herein may not be reproduced without the specific written permission. Pricing in this proposal is good for 10 days from date listed above. Pricing does not include applicable taxes.

	*Martin Group	Martin Group	Imagetec	Rhyme
Machine	Konica Minolta C368*	Konica Minolta C301i	HP Color LaserJet MFP E877z	Sharp BP70C36
Own/Lease	Own	Lease	Lease	Lease
Term		48 months	60 months	60 months
Cost per month	312.26	285.72	288.22	275.00
Black copies incl	6000	6000	6000	6000
Color copies incl.	2000	2300	2000	2300
Overage b/w	0.016321	0.0079	0.00946	0.0079
Overage color	0.096002	0.0505	0.03718	0.049
To Purchase		4211.50	7492.50	5810.00
Service if purch.		158.99	130.13	160.10
Cost to purchase over 48 months		$ 11,843.02		$ 13,494.80
Cost to lease over 48 months		$ 13,714.56		$ 13,200.00
Note:	*current machine	2 yr min service Service cost locked		No service req. Service cost locked